



**PLANNING DEPARTMENT ADMINISTRATIVE PUBLIC HEARING
SUMMIT COUNTY, UTAH
June 26, 2025**

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.

1. REGULAR AGENDA - 12:00PM

- 1.A. **3995 Quinns Drive – Administrative Conditional Use Permit** – The Applicant Proposes an Administrative Conditional Use Permit for Phase III of the Studio Crossing Master Planned Development, to Develop 50 Condominium Townhome Units in the Community Transition Zoning District, Regional Commercial Overlay, Sensitive Land Overlay, and the Entry Corridor Protection Overlay. PL-25-06461.
(A) Public Hearing; (B) Action
- 1.B. **36 Prospect Avenue – Historic District Design Review** – The Applicant Proposes to Construct a Basement Addition on a Landmark Historic Structure and a Detached Garage and Accessory Building in the Historic Residential - 1 Zoning District. PL-24-06186.
(A) Public Hearing; (B) Action
- 1.C. **2392 Holiday Ranch Loop Road – Administrative Conditional Use Permit** – The Applicant Proposes to Construct a 204-Square-Foot Shade Structure at the Creekside Park in the Urban Park Zoning District. PL-25-06549.
(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: 3995 Quinns Drive
3957 Front Street
Application: PL-25-06461
Authors: Elissa Martin, Planning Project Manager
Virgil Lund, Planner II
Jaron Ehlers, Planner I
Date: June 26, 2025
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the Studio Crossing Phase III Administrative Conditional Use Permit, (II) conduct a public hearing, and (III) consider approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Gary Crandall, Studio Crossing, LLC
Trent Smith, Applicant Representative
Location: 3995 Quinns Drive and 3957 Front Street
Zoning District: Community Transition, Regional Commercial Overlay,
Sensitive Land Overlay, Entry Corridor Protection Overlay
Adjacent Land Uses: Film Studio, Open Space, Institutional, Residential
Reason for Review: The Planning Director reviews and takes Final Action on
Administrative Conditional Use Permits.¹

ACUP	Administrative Conditional Use Permit
ECPO	Entry Corridor Protection Overlay
CT	Community Transition
LMC	Land Management Code
MPD	Master Planned Development
RCO	Regional Commercial Overlay
ROW	Right-of-Way
SLO	Sensitive Land Overlay

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

Summary

The Applicant proposes to develop Phase III of the Studio Crossing Master Planned Development (MPD), a 50-unit townhome project consistent with the Studio Crossing MPD (Exhibit E). Section 2.1 of the Studio Crossing MPD Development Agreement requires an ACUP prior to any phase of construction in connection with the project.

¹ LMC [§ 15-1-8\(J\)](#)

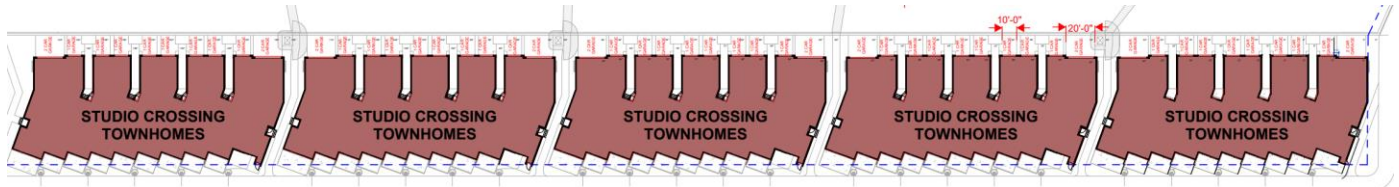


Figure 2: Site Plan of the Proposed Townhomes taken from Attachment 1.



Figure 3: North Elevations of a Pod of Townhomes taken from Attachment 1.

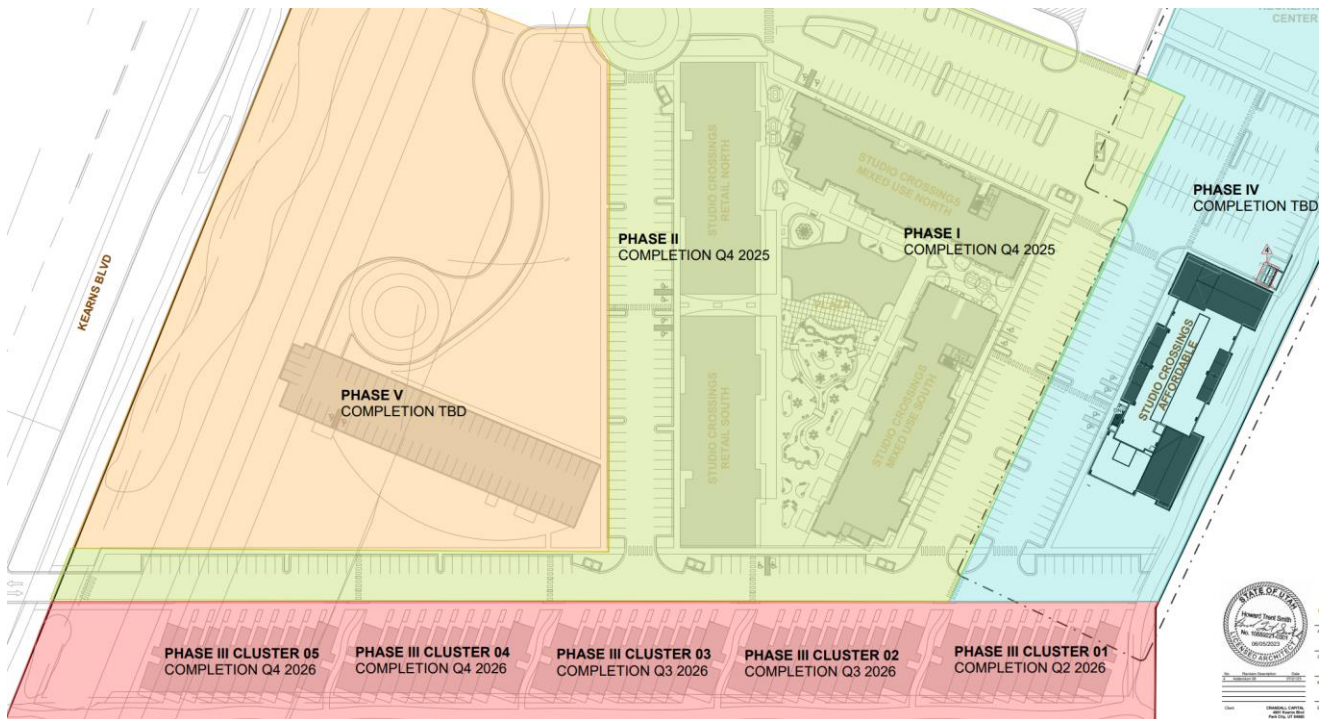


Figure 4: Applicant's Phasing and Site Plan.

Background

The following is a timeline of events associated with the Studio Crossing MPD:

- November 9, 2022 —The Planning Commission approved the Studio Crossing MPD and forwarded a recommendation to the City Council to amend the Development Agreement for the Quinn's Junction Partnership Annexation MPD to allow for Studio Crossing and to amend the Zoning Ordinance for exceptions to the Zone Height for the Studio Crossing development ([Staff Report](#), [Minutes](#)).
- December 15, 2022 – The City Council approved Ordinance No. [2022-47](#) ([Staff Report](#), [Minutes](#)) amending the Annexation and Zoning Ordinance including

exceptions to the Zone Height.

- December 15, 2022 - The Housing Authority approved the Applicant's Housing Mitigation Plan requiring the construction of 185 on-site affordable dwelling units ([Staff Report](#), [Minutes](#)).
- October 25, 2023 - The Planning Commission ratified the Development Agreement ([Staff Report](#), [Minutes](#)).
- January 12, 2024, the Mayor and Applicant signed the Development Agreement, which was recorded with Summit County on January 17, 2024 (Recorder Entry No. 01214657).
- On April 19, 2024, the Studio Crossing Subdivision Plat was recorded with Summit County (Recorder Entry No. 1218425). On June 13, 2024, the Planning Director approved the Phase I ACUP for Studio Crossing (Exhibit G).
- On November 7, 2024, the Assistant Planning Director approved the Phase II ACUP for Studio Crossing (Exhibit H).
- On March 5, 2025, the Applicant submitted an ACUP application for Phase III. Staff deemed the application complete on April 22, 2025.
- On May 28, 2025, the Planning Commission approved the Studio Crossing Subdivision 1st Amended Plat and the Studio Crossing Condominium Plat (Packet Items [7.B and 7.C](#) | [Recording](#)).

Analysis

See Final Action Letter, Exhibit A, for Analysis.

The Development Review Committee reviewed the proposal on April 15, 2025, and confirmed it conforms to their standards.³

Department Review

The Planning and Executive Departments 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 June 11, 2025. Staff mailed courtesy notice to adjacent property owners on June 11, 2025.⁴

Public Input

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

Alternatives

The Planning Director may:

- Approve the Studio Crossing Phase III ACUP.

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 Enbridge Gas, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

⁴ LMC [§ 15-1-21](#)

- Deny the Studio Crossing Phase III ACUP and direct staff to make Findings for the denial.
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Draft Final Action Letter

Attachment 1: Proposed Plans

B: Studio Crossing Subdivision 1st Amended Plat Final Action Letter

C: Studio Crossing Condominium Plat Final Action Letter

D: Quinn's Junction Annexation and Development Agreement

E: Studio Crossing Master Planned Development Agreement

F: Gross Square Footage Calculations

G: Phase I ACUP Final Action Letter

H: Phase II ACUP Final Action Letter



Planning Department

June 26, 2025

Gary Crandall
Studio Crossing LLC

CC: Trent Smith, Applicant Representative

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address: 3995 Quinns Drive
3957 Front Street

Zoning District: Community Transition
Regional Commercial Overlay
Entry Corridor Protection Overlay
Sensitive Land Overlay

Application: Administrative Conditional Use Permit

Project Number: PL-25-06461

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: June 26, 2025

Project Summary: The Applicant Proposes to Develop Phase III of the Studio Crossing Master Planned Development, a 50-unit Townhome Project (formerly the Film Studio and Media Campus Master Planned Development).

Action Taken

On June 26, 2025, the Planning Director conducted a public hearing and approved the Administrative Conditional Use Permit (ACUP) for Phase III of the Studio Crossing Master Planned Development (MPD) according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Applicant proposes to develop a 50-unit townhome project consistent with the Studio Crossing MPD.



Planning Department

2. Section 2.1 of the Studio Crossing Development Agreement requires an ACUP prior to any phase of construction in connection with the project.
3. Studio Crossing Phase III is in the Community Transition (CT) Zoning District, Regional Commercial Overlay (RCO), Sensitive Land Overlay (SLO), and Entry Corridor Protection Overlay (ECPO).
4. The proposed project consists of 50 Multi-Family Dwelling Units set up as townhomes broken into five pods of ten units.
5. Studio Crossing Phase III is accessed via Quinn's Way and Front Street, which are private Rights-of-Way internal to the Studio Crossing Development and are currently under construction.
6. On November 9, 2022, the Planning Commission approved the Studio Crossing MPD and forwarded a recommendation to the City Council to amend the Development Agreement for the Quinn's Junction Partnership Annexation MPD to allow for Studio Crossing and to amend the Zoning Ordinance for exceptions to the Zone Height for the Studio Crossing development.
7. On December 15, 2022, the City Council approved Ordinance No. 2022-47 amending the Annexation and Zoning Ordinance including exceptions to the Zone Height.
8. On December 15, 2022, the Housing Authority approved the Housing Mitigation Plan for Studio Crossing requiring the construction of 185 on-site affordable dwelling units.
9. On October 25, 2023, the Planning Commission ratified the Development Agreement.
10. On January 17, 2024, the Development Agreement for the Studio Crossing MPD was recorded with Summit County (Recorder Entry No. 01214657).
11. On April 19, 2024, the Studio Crossing Subdivision Plat was recorded with Summit County (Recorder Entry No. 1218425).
12. On June 13, 2024, the Planning Director approved the Phase I ACUP for Studio Crossing.
13. On November 7, 2024, the Assistant Planning Director approved the Phase II ACUP for Studio Crossing.
14. On March 5, 2025, the Applicant submitted an ACUP application for Phase III. Staff deemed the application complete on April 22, 2025.
15. On May 28, 2025, the Planning Commission approved the Studio Crossing Subdivision 1st Amended Plat and the Studio Crossing Condominium Plat for the 50-unit townhomes.



Planning Department

16. The proposal complies with Land Management Code (LMC) Chapter 15-2.23 *Community Transition District*.
- a. LMC § 15-2.23-2(C)(21) establishes that Multi-Unit Dwellings are Conditional Uses subject to an Approved MPD. The Studio Crossing MPD approved 50 townhomes for Phase III.
 - b. LMC § 15-2.23-3(B) establishes a 25-foot Setback from all Lot Lines. The proposal complies, as the closest townhomes to each Lot Line are 105 feet from the Front Lot Line, 28 feet from the north Side Lot Line, 26 feet from the south Side Lot Line, and 25 feet from the Rear Lot Line.
 - c. LMC § 15-2.23-3(C) establishes a Setback Exception allowing Decks in the Setbacks if they are at least five feet from the Lot Line. The proposed Decks on each townhome comply, as they are 18 feet from the south Side Lot Line.
 - d. LMC § 15-2.23-4 establishes the allowed density in the CT Zone. The Studio Crossing MPD established that Phase III would consist of 50 townhomes not exceeding a total of 82,000 gross square feet. The proposed townhomes comply, as they total 81,998 gross square feet.
 - e. LMC § 15-2.23-5 establishes the maximum Building Height in the CT Zoning District to be 28 feet from Existing Grade. Finding of Fact 12 of the November 9, 2022, Planning Commission Final Action Letter states that the townhomes will have a proposed building height of 25 feet. The Phase III proposal complies, as the townhomes are 25 feet in height.
17. The proposal complies with LMC Chapter 15-2.20 *Frontage Protection Zone*.
- a. A portion of the proposed townhomes encroach into the Entry Corridor Protection Overlay (ECPO), a subzone of the Frontage Protection Zone (FPZ).
 - b. The requirements of the ECPO are established in LMC § 15-2.20-5.
 - c. Finding of Fact 27 of the November 9, 2022, Final Action Letter states, "The proposed townhomes and commercial building meet the Zone Building Height requirements at 25 feet in Height, and all buildings are now located outside of the EOPC [sic] 150-foot Setback requirements." The project complies, as the condominium buildings are 25 feet in height and do not encroach into the 150-foot ECPO Setback. A small portion of Unit 101 extends into the 200-foot ECPO Setback and meets the 25-foot height requirement for buildings within the 200-foot ECPO Setback.



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18. The proposal complies with LMC Chapter 15-2.17 *Regional Commercial Overlay District*.
 - a. LMC § 25-2.17-2(B)(1) establishes Multi-Unit Dwellings as a Conditional Use subject to an MPD. The Studio Crossing MPD approved 50 townhome units for Phase III.
19. The proposal complies with LMC Chapter 15-2.21 *Sensitive Land Overlay*.
 - a. The Studio Crossing MPD is in the SLO.
 - b. The Planning Commission's November 9, 2022, Final Action Letter approving the Studio Crossing MPD includes a Conclusion of Law that the MPD "meets the Sensitive Lands requirements of the LMC and is designed to place development on the most developable land and least visually obtrusive portions of the site." The proposal complies, as the townhomes are proposed in a location approved with the Studio Crossing MPD.
20. The proposal complies with LMC Chapter 15-3 *Off-Street Parking*.
 - a. LMC § 15-3-6(A) establishes that the parking requirement for Multi-Unit Dwellings between 1,000-2,000 square feet in Floor Area is 1.5 parking spaces per unit.
 - b. The proposed units range from 1,593 to 1,810 square feet Gross Floor Area.
 - c. The total parking requirement is 75 Parking Spaces.
 - d. Finding of Fact 12 of the November 9, 2022, Final Action Letter states, in part, referring to Phase III, "A garage and access to surface parking are included with each townhome."
 - e. The proposal complies, as each townhome has at least a single-car Garage and the end units, a total of 20, each have a two-car Garage. There is also surface parking located just across Big Willow Trail, which was approved as part of the Phase II ACUP (Exhibit H). Finding of Fact 12 of the November 9, 2022, Planning Commission Final Action Letter establishes that the parking for Phase III is provided by "A garage and access to surface parking are included with each townhome." Figure 4 of the Staff Report shows that there are 68 Parking Spaces located across Big Willow Trail. This parking's EV requirements were calculated as part of the Phase II ACUP approval.
21. The proposal, as conditioned, complies with the Studio Crossing Subdivision 1st Amended Plat and Studio Crossing Condominium Plat for the townhomes.



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- a. The proposed townhomes are within the areas shown on the Studio Crossing Condominium Plat.
 - b. The Studio Crossing 1st Amended Plat and the Studio Crossing Condominium Plat have not yet been recorded. Both plats and the associated CC&Rs must be recorded prior to application for a building permit for Phase III (Condition of Approval 4).
- 22. The proposal complies with the Development Agreement for the Studio Crossing MPD.
 - a. The proposed plans comply with the Planning Commission's November 9, 2022, approval of the Studio Crossing MPD.
 - b. The Studio Crossing MPD includes "50 for-sale market-rate townhomes in five clusters of 10 units totaling 82,000 square feet." The proposal includes 50 townhomes in clusters of 10 totaling 81,998 square feet.
 - c. The proposal complies with the design guidelines in the Development Agreement for the Quinn's Junction Partnership Annexation MPD. Each townhome in the pods provides a distinct architectural concept that is consistent in theme but provides variation. They are also compatible with one another and the other approved buildings in the Studio Crossing MPD. The pod structure breaks up the mass of the entire row of townhomes. The variety of building forms creates visual character and interest.
- 23. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
 - a. Size and Location of the Site
 - i. The proposed buildings for Phase III comply with the Studio Crossing 1st Amended Plat and the Studio Crossing Condominium Plat and the MPD plans reviewed and approved by the Planning Commission on November 9, 2022.
 - b. Traffic considerations
 - i. The Planning Commission reviewed a Trip Generation Memorandum for the MPD on November 9, 2022, and determined the proposed mix of uses was appropriate for the surrounding streets.
 - c. Utility capacity
 - i. The Development Review Committee reviewed the application on April 15, 2025.



Planning Department

- ii. The Studio Crossing 1st Amended Plat and the Studio Crossing Condominium Plat approvals contain Conditions of Approval which ensure the construction of the necessary utilities. The Conditions of Approval related to utilities in both Final Action Letters state that the Applicant shall install sanitary sewer facilities following approval by Snyderville Basin Water Reclamation District and that APWA and Park City Supplemental Standards and Specifications are followed for all water connections.
- d. Emergency vehicle access
 - i. The Park City Fire District reviewed the proposed project as part of the Development Review Committee on April 15, 2025, as well as part of the original Studio Crossing MPD process and confirmed it meets their standards.
- e. Off-Street parking
 - i. See Finding of Fact 20 for analysis.
- f. Internal vehicular and pedestrian circulation system
 - i. The Applicant obtained approval from UDOT for vehicle access via State Route 248 (Kearns Blvd).
 - ii. The proposal complies with the internal vehicular and pedestrian circulation system approved as part of the Studio Crossing MPD.
- g. Fencing, Screening, and landscaping
 - i. No fencing is proposed. The Applicant submitted a Landscape Plan that complies with LMC § 15-5-5(N).
- h. Building mass, bulk, and orientation
 - i. The proposed buildings for Phase III comply with the MPD site plan reviewed and approved by the Planning Commission on November 9, 2022.
- i. Useable Open Space
 - i. MPDs require a minimum of 60% Open Space. However, the previous MPD had no minimum Open Space requirement per the Annexation Agreement. The updated Studio Crossing MPD site plan increases the Open Space over the previously approved MPD from 39.3% to 55.8% Open Space.
- j. Signs and lighting
 - i. No Signs are proposed or approved with this ACUP.



Planning Department

- ii. Condition of Approval 6 requires all outdoor lighting to be down-directed and fully shielded, with bulbs 3000 degrees Kelvin or less.
- k. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
 - i. The proposed buildings for Phase III comply with the MPD site plan and elevation drawings reviewed and approved by the Planning Commission on November 9, 2022.
 - ii. The proposed townhomes comply with the Architectural Design Guidelines for the Film Studio MPD.
- l. Noise, vibration, odors, steam, or other mechanical factors
 - i. Any uses must comply with the City Noise Ordinance.
 - ii. Condition of Approval 5 requires that the CC&Rs address potential negative noise impacts of Nightly Rentals.
- m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
 - i. This criteria is not applicable as this is not a commercial use and no centralized trash and recycling Area is proposed.
- n. Expected ownership
 - i. The owner of record for Studio Crossing, Quinn Capital Partners, LLC, signed this application.
 - ii. The MPD states that the townhomes will be sold as for-profit ownership.
- o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site
 - i. The Site does not contain any mine hazards or mine waste, is not within the Soils Ordinance boundary, and does not contain any Steep Slopes.
- p. Review for consistency with the goals and objectives of the Park City General Plan
 - i. Goal 7 of the Park City General Plan is to create a diversity of primary housing opportunities. This project provides 208 affordable units.

Conclusions of Law



Planning Department

1. The proposal complies with LMC Chapter 15-2.23 *Community Transition District*, Chapter 15-2.20 *Frontage Protection Zone*, Chapter 15-2.21 *Sensitive Land Overlay*, Chapter 15-2.27 *Regional Commercial Overlay*, Chapter 15-3 *Off-Street Parking*, and Section 15-1-10(E) *Conditional Use Permits*, and the Studio Crossing MPD.
2. The Use will be compatible with surroundings Structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. Any changes, modifications, or deviations from the approved plans that have not been approved in advance by the Planning Department may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. The Applicant may not submit a Building Permit for Phase III until the Studio Crossing Subdivision First Amended Plat, Studio Crossing Condominium Plat, and required CC&Rs have been recorded with Summit County.
5. The CC&Rs recorded against the market rate units shall include measures to mitigate negative impacts of Nightly Rentals, such as noise, parking, occupancy limitations, and trash and recycling, and the Studio Crossing Condominium HOA shall ensure enforcement of the Nightly Rental mitigation measures recorded in the CC&Rs.
6. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000-degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.



Planning Department

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

Rebecca Ward
Planning Director

CC: Virgil Lund, Jaron Ehlers, Elissa Martin

DRAFT

PARKING

TOWNHOMES	60
CONDOS	63
RETAIL	131
MIXED USE	190
APARTMENTS	113

TOTAL PARKING: 557 STALLS

EV PARKING

PCMC 15-3-11.2 INFRASTRUCTURE: AN APPLICANT SHALL PROVIDE ELECTRIC VEHICLE CHARGING STATION INFRASTRUCTURE FOR TWENTY PERCENT (20%) OF THE FIRST ONE HUNDRED (100) REQUIRED OFF-STREET PARKING SPACES FOR MULTI-UNIT DWELLINGS AND NON-RESIDENTIAL DEVELOPMENT AND FOR FIVE PERCENT (5%) OF OFF-STREET PARKING SPACES ABOVE ONE HUNDRED (100)

PCMC 15-3-11.3 ELECTRIC VEHICLE - READY: APPLICANTS ARE REQUIRED TO CONSTRUCT PRIVATE GARAGES FOR SINGLE-FAMILY DWELLINGS, DUPLEXES, AND TRIPLEXES THAT ARE ELECTRIC VEHICLE READY.

PCMC 15-3-11.3 INSTALLATION: AN APPLICANT SHALL INSTALL ELECTRIC VEHICLE CHARGING STATIONS FOR FIVE PERCENT (5%) OF REQUIRED OFF-STREET PARKING FOR MULTI-UNIT DWELLINGS AND NON-RESIDENTIAL DEVELOPMENT FOR THE FIRST 200 PARKING SPACES

PARKING(EXCLUDING TOWNHOMES & CONDOS):	434 STALLS
EV CHARGING REQUIRED:	10 STALLS
EV CHARING PROVIDED:	10 STALLS
EV READY REQUIRED:	38 STALLS
EV READY PROVIDED:	38 STALLS

SITE LEGEND

- #

#
- EV READY PARKING
- EV CHARGER PARKING

B1 OVERALL SITE PLAN

1" = 40'-0"

NORTH

SCALE: 1" = 40'-0"



No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84060	
Print Date	2/21/2025 2:54:24 PM	PERMIT 2235
Project Submission	South Green St	
Project Number	Murray, UT 84123	
Drawn by	J. OHLS & H. ASHABOOLU	
Checked by	HOWARD TRENT SMITH	

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OUTWEST

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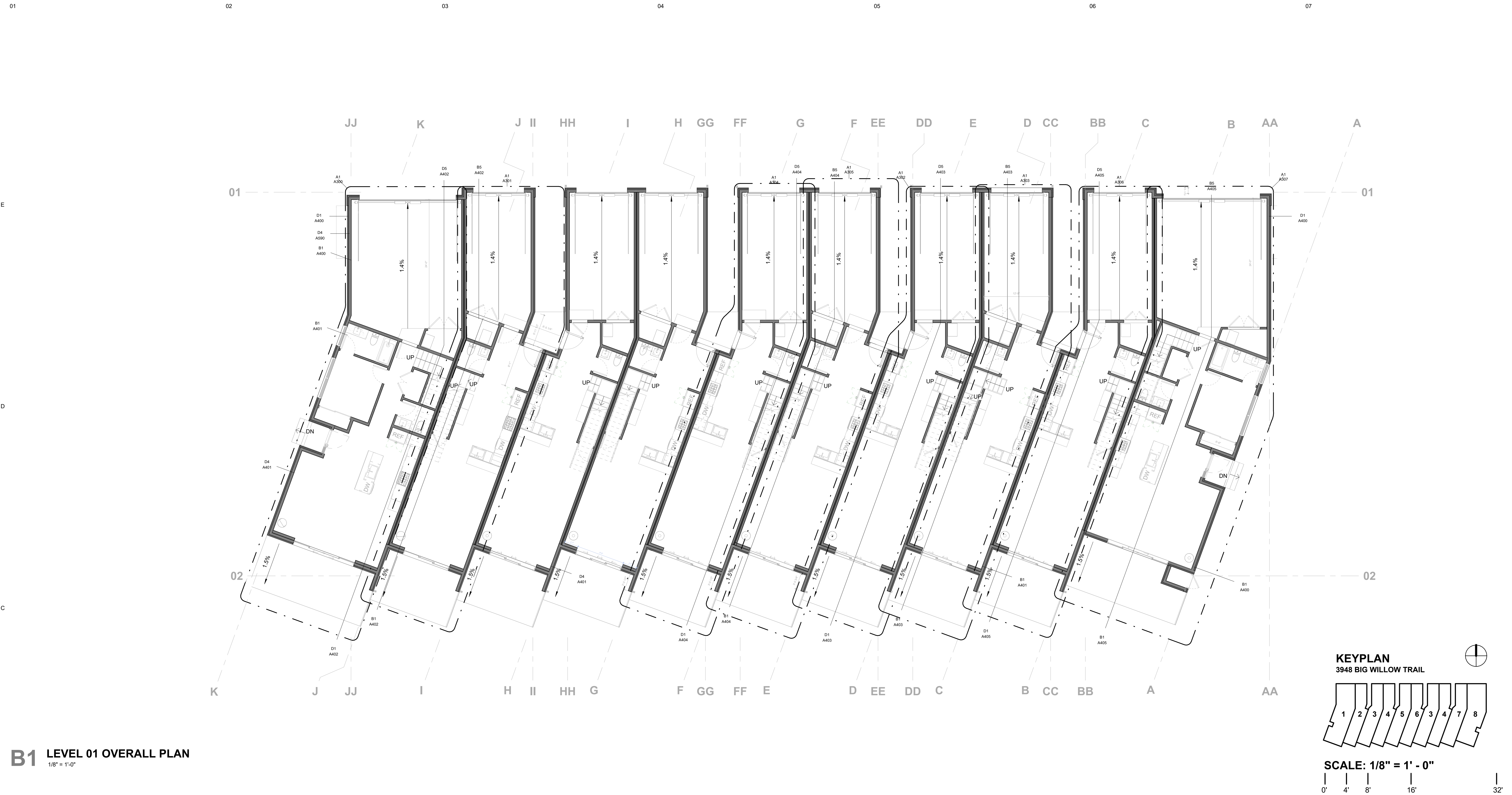
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STUDIO CROSSING TOWNHOMES
A100 OVERALL SITE PLAN



B1 LEVEL 01 OVERALL PLAN
1/8" = 1'-0"

GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

DESIGN TEAM HAS MADE REASONABLE AND PROFESSIONAL EFFORTS TO ENSURE ACCURACY IN DRAWINGS, ANY AND ALL DISCREPANCY BETWEEN DRAWN DIMENSIONS AND FIELD DIMENSIONS IS NOT INTENTIONAL AND SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO ANY CONSTRUCTION.

FURNITURE NOTES

CONTRACTOR TO PROVIDE ELECTRICAL BOX COORDINATION MEETING PRIOR TO INSTALLATION OF ELECTRICAL CONDUIT TO ENSURE PROPER LOCATIONS AND COORDINATION WITH FURNITURE DURING CONSTRUCTION ROUGH IN.

CONTRACTOR TO INSTALL ALL APPLIANCES PROVIDED BY OWNER. COORDINATION WITH APPLIANCE AND MILLWORK / ELECTRICAL IS REQ.

DOOR NOTES

THE CONTRACTOR IS TO VERIFY THE DIMENSIONS OF ALL OPENINGS PRIOR TO THE FABRICATION OF ALL DOORS AND FRAMES. FIELD MEASURE BUILT CONDITIONS PRIOR TO FABRICATION AT ALL CONDITIONS. DUE TO BEING USED MULTIPLE TIMES, SOME DOOR DETAILS REFERRED TO ON THE DOOR SCHEDULE ARE REVERSED OR TURNED FROM THE DIRECTION SHOWN ON THE FLOOR PLANS. THE INTENT OF THE DETAIL IS TO BE FOLLOWED BUT SWING SHOULD MATCH FLOORPLANS. CONSULT ARCHITECT AT ALL LOCATIONS IN QUESTION OR DISCREPANCY.

ALL EXIST ACCESS DOORS AND EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT. USE OF MANUAL FLUSH BOLTS, EDGE BOLTS, TOP OR BOTTOM BOLTS, ETC. IS PROHIBITED. COORDINATE WITH ARCHITECT IF ANY DISCREPANCY ARISES PRIOR TO ORDER AND FABRICATION. DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF NINETY DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO AN OPEN POSITION OF TWELVE DEGREES SHALL BE FIVE SECONDS MINIMUM.

FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. THE REQUIRED FORCE FOR PUSHING OPEN OR PULLING OPEN DOORS OTHER THAN FIRE DOORS SHALL BE FIVE POUNDS. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR IN A CLOSED POSITION. THE BOTTOM 10" OF ALL DOORS EXCEPT AUTOMATIC DOORS, POWER ASSISTED DOORS, AND SLIDING DOORS SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.

ALL DOOR LOCKSETS SHALL BE ADA COMPLIANT LEVER TYPE. ALL DOOR HARDWARE TO BE OPERATED WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THRESHOLDS ARE LIMITED TO 1/2" MAXIMUM HEIGHT. CAULK HEAD, JAMBS, AND SILLS OF ALL DOORS, STOREFRONT, AND WINDOWS WITH SEALANT CONTINUOUSLY APPLIED TO BOTH SIDES OF THE FRAMES. COLOR OF SEALANT SHALL MATCH ADJACENT WALL COLOR OR BE PAINTABLE.

ELECTRICAL NOTES

THE ARCHITECTURAL AND MECHANICAL PLANS ARE CONSIDERED A PART OF THE ELECTRICAL DOCUMENTS SO FAR AS ANY ELECTRICAL ITEMS THEY MAY CONTAIN. THE ELECTRICAL CONTRACTOR SHALL REFER TO AND COORDINATE WITH THEM. NO EXTRA COST SHALL BE ALLOWED FOR FAILURE TO COORDINATE THE CONTRACT DOCUMENTS WITH OTHER TRADES AND/OR IF EQUIPMENT DIMENSIONS ARE GREATER THAN SPECIFIED AND/OR DIMENSIONED ON THE PLANS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE EQUIPMENT, MATERIALS, AND LABOR FOR THE CONNECTIONS OF ALL EQUIPMENT SHOWN ON THE PLANS - ARCHITECTURAL, MECHANICAL, ETC.

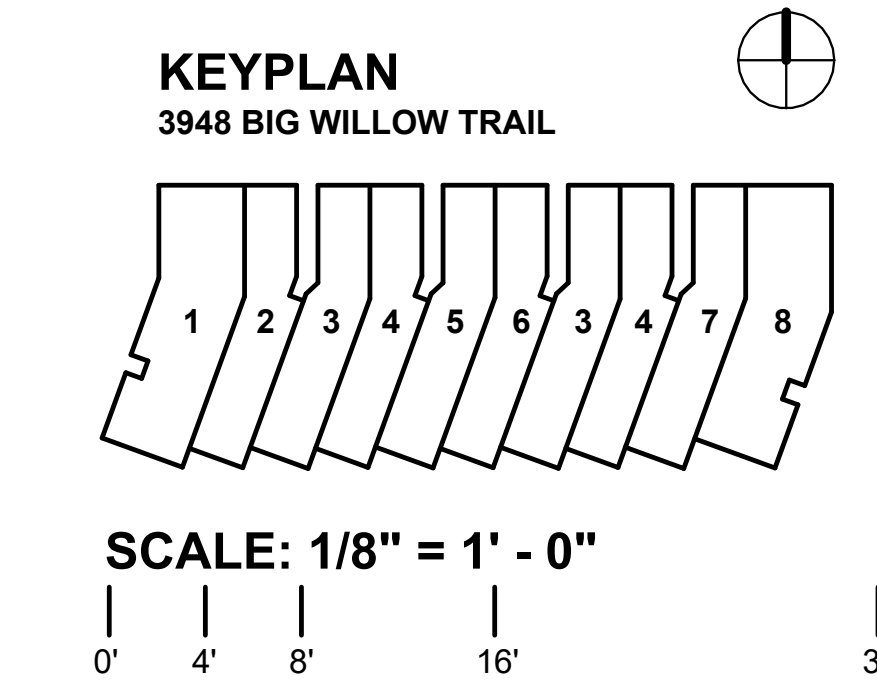
THIS PROJECT IS TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST RECENT LOCAL, STATE, AND NATIONAL CODES. IF AT ANY TIME DURING OR AFTER CONSTRUCTION SOMETHING IS FOUND TO BE INSTALLED IN VIOLATION OF THESE CODES LISTED ABOVE, IT SHALL BE CORRECTED BY THE CONTRACTOR.

ELEVATION NOTES

ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION. REFER TO MATERIAL LEGEND FOR EXTERIOR FINISH PANEL TYPES AND COLOR. RAFTER TO MATERIAL LEGEND FOR ROOF PANEL TYPES AND COLOR. COLOR OF SEALANT SHALL MATCH ADJACENT MATERIALS OR AS SPECIFIED BY THE ENGINEER. PROVIDE ALLOWANCE FOR EXPANSION AND CONTROL JOINTS WHERE SHOWN AND AS REQUIRED. LOCATION OF ALL JOINTS SHALL BE REVIEWED WITH THE ENGINEER. ALL FINISHES ARE TO TRANSITION ON AN INSIDE CORNER. IF THE ELEVATION SHOWS A MATERIAL, THE CONTRACTOR IS TO ASSUME THE MATERIAL TURNS THE CORNER, AND RETURNS TO THE INSIDE CORNER BEYOND.

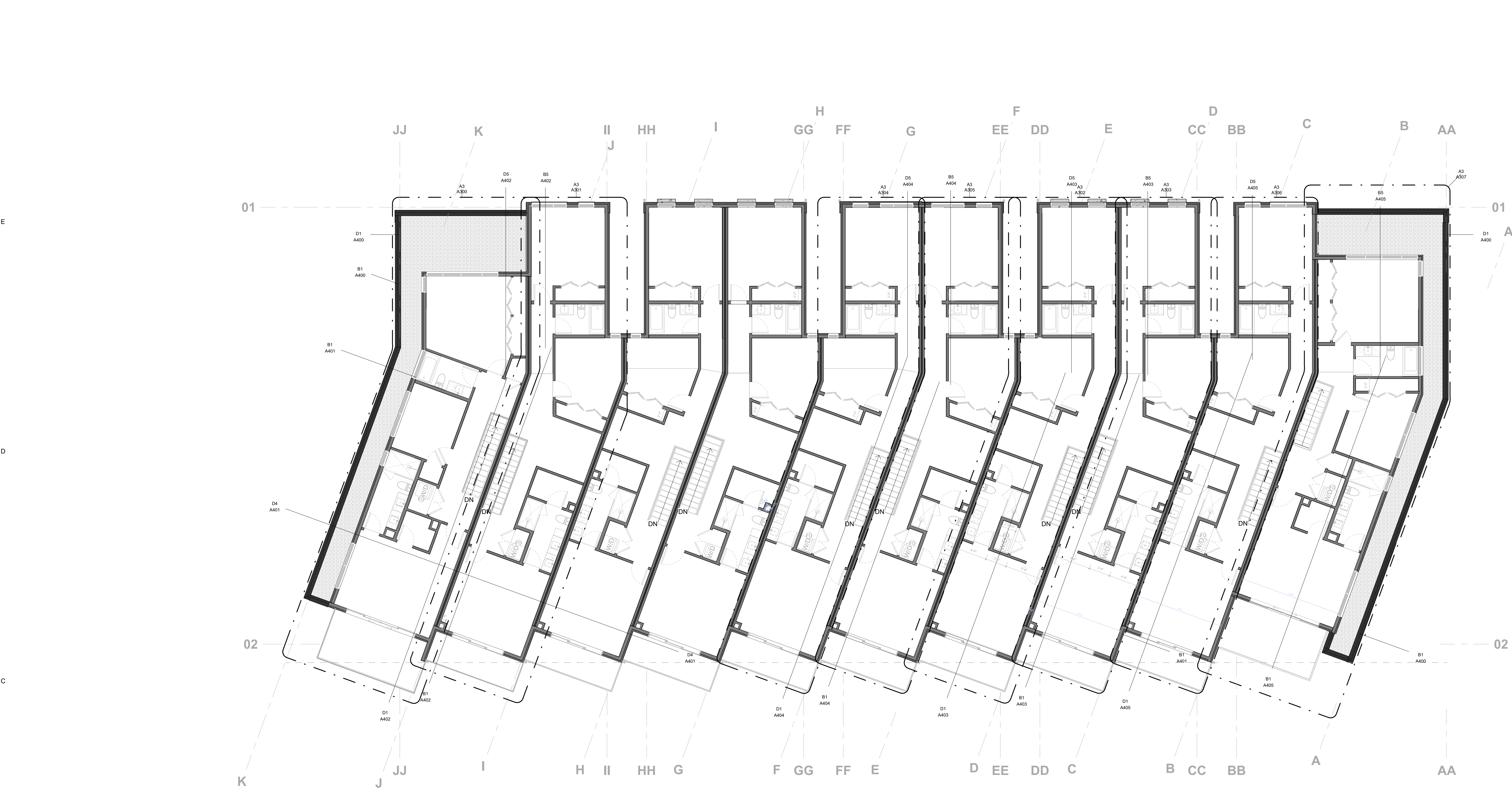
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No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84060	
Print Date	2/21/2025 2:13:52 PM	PERMIT
Project Submission		2235
Project Number		
Drawn by	J. OHLS & H. ASHABOOLU	
Checked by	HOWARD TRENT SMITH	

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Mechanical	SHAKESPEARE ENGINEERING 4241 South River Rd Ste B St George, UT 84790 brad@shakespeare-eng.com
Electrical	ELEMENTAL ENGINEERING 76 W 13775 S, Ste 3 Draper, UT 84020 eric@elementalelectricalengineers.com
Civil	DOMINION ENGINEERING South Green St Murray, UT 84123 jeremy@dominioneng.net
Landscape	GREAT BASIN ENGINEERING 5746 S 1475 E #200 South Ogden, UT 84403 joway@greatbasineng.com



B1 LEVEL 02 OVERALL PLAN
1/8" = 1'-0"

GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

DESIGN TEAM HAS MADE REASONABLE AND PROFESSIONAL EFFORTS TO ENSURE ACCURACY IN DRAWINGS, ANY AND ALL DISCREPANCY BETWEEN DRAWN DIMENSIONS AND FIELD DIMENSIONS IS NOT INTENTIONAL AND SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO ANY CONSTRUCTION.

FURNITURE NOTES

CONTRACTOR TO PROVIDE ELECTRICAL BOX COORDINATION MEETING PRIOR TO INSTALLATION OF ELECTRICAL CONDUIT TO ENSURE PROPER LOCATIONS AND COORDINATION WITH FURNITURE DURING CONSTRUCTION ROUGH IN.

CONTRACTOR TO INSTALL ALL APPLIANCES PROVIDED BY OWNER. COORDINATION WITH APPLIANCE AND MILLWORK / ELECTRICAL IS REQ.

DOOR NOTES

THE CONTRACTOR IS TO VERIFY THE DIMENSIONS OF ALL OPENINGS PRIOR TO THE FABRICATION OF ALL DOORS AND FRAMES. FIELD MEASURE BUILT CONDITIONS PRIOR TO FABRICATION AT ALL CONDITIONS. DUE TO BEING USED MULTIPLE TIMES, SOME DOOR DETAILS REFERRED TO ON THE DOOR SCHEDULE ARE REVERSED OR TURNED FROM THE DIRECTION SHOWN ON THE FLOOR PLANS. THE INTENT OF THE DETAIL IS TO BE FOLLOWED BUT SWING SHOULD MATCH FLOORPLANS. CONSULT ARCHITECT AT ALL LOCATIONS IN QUESTION OR DISCREPANCY.

ALL EXIST ACCESS DOORS AND EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY, SPECIAL KNOWLEDGE OR EFFORT. USE OF MANUAL FLUSH BOLTS, EDGE BOLTS, TOP OR BOTTOM BOLTS, ETC. IS PROHIBITED. COORDINATE WITH ARCHITECT IF ANY DISCREPANCY ARISES PRIOR TO ORDER AND FABRICATION. DOOR CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF NINETY DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO AN OPEN POSITION OF TWELVE DEGREES SHALL BE FIVE SECONDS MINIMUM.

FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. THE REQUIRED FORCE FOR PUSHING OPEN OR PULLING OPEN DOORS OTHER THAN FIRE DOORS SHALL BE FIVE POUNDS. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR IN A CLOSED POSITION. THE BOTTOM 10" OF ALL DOORS EXCEPT AUTOMATIC DOORS, POWER ASSISTED DOORS, AND SLIDING DOORS SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.

ALL DOOR LOCKSETS SHALL BE ADA COMPLIANT LEVER TYPE. ALL DOOR HARDWARE TO BE OPERATED WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THRESHOLDS ARE LIMITED TO 1/2" MAXIMUM HEIGHT. CAULK HEAD, JAMBS, AND SILLS OF ALL DOORS, STOREFRONT, AND WINDOWS WITH SEALANT CONTINUOUSLY APPLIED TO BOTH SIDES OF THE FRAMES. COLOR OF SEALANT SHALL MATCH ADJACENT WALL COLOR OR BE PAINTABLE.

ELECTRICAL NOTES

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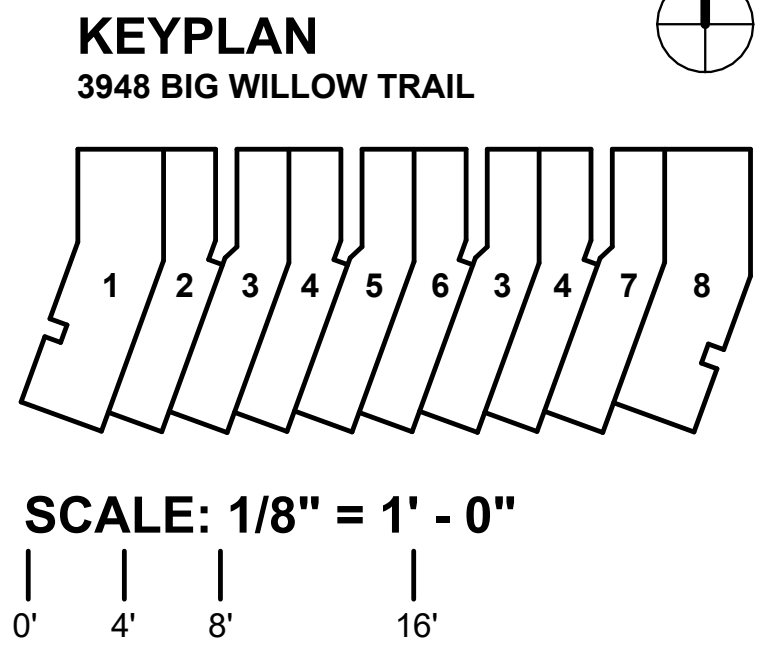
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No.	Revision Description	Date

Client: CRANDALL CAPITAL
4001 KEARNS BLVD.
PARK CITY, UTAH, 84060

Print Date: 2/21/2025 2:13:57 PM
Project Submission: PERMIT
Project Number: 2235

Drawn by: J. OHLS & H. ASHABOOLU
Checked by: HOWARD TRENT SMITH

**modern
OUTWEST**

Architect: MODERN OUT WEST
380 West 400 North
Salt Lake City, UT 84103
trent@modernoutwest.com

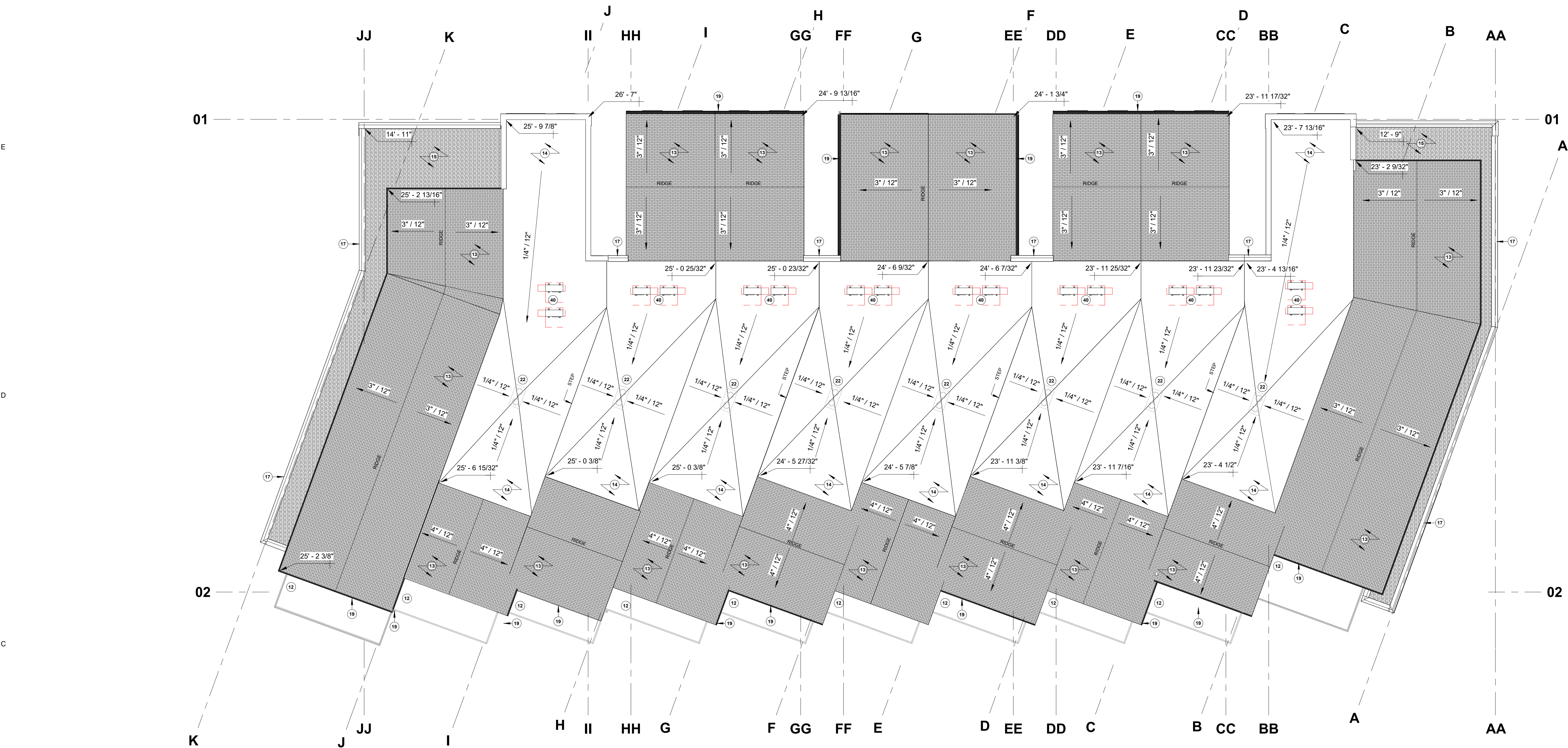
Structural: YORK ENGINEERING
14203 Minute Main Drive, Suite 202
Draper, UT 84020
tanner.dements@yorkengineering.com

Mechanical: SHAKESPEARE ENGINEERING
4241 South River Rd Ste B
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76 W 13775 S, Ste 3
Draper, UT 84020
eric@elementalelectricalengineers.com

Civil: DOMINION ENGINEERING
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jeremy@dominioneng.net

Landscape: GREAT BASIN ENGINEERING
5746 S 1475 E #200
South Ogden, UT 84403
joway@greatbasineng.com



B1 ROOF PLAN
1/8" = 1'-0"

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ROOF NOTES

DO NOT BEGIN WORK WITHOUT HOLDING A PRE-ROOFING CONFERENCE. NOTIFY ARCHITECT, ROOFING MANUFACTURE, INSTALLER, SHEET METAL SUBCONTRACTOR AND OTHER RELATED SUBCONTRACTORS A MINIMUM OF 7 DAYS BEFORE COMMENCING ROOFING WORK.

THE ROOFING SUPPLIER, MANUFACTURE AND INSTALLER SHALL REVIEW, ALL ROOFING DETAILS AND ADVISE ARCHITECT ON ANY RECOMMENDED CHANGES. THE CONTRACTOR IS TO PROVIDE CRICKETS BEHIND ALL MECHANICAL EQUIPMENT CURBS, ROOF HATCH CURBS, ETC. MINIMUM SLOP AT ALL CRICKET VALLEYS SHALL BE 1/4" PER FOOT. DO NOT SCALE PLANS FOR CRICKET DIMENSIONS. ALL CRICKET SLOPES SHALL BE ACHIEVED IN ACCORDANCE WITH ROOFING MANUFACTURES REQUIREMENTS.

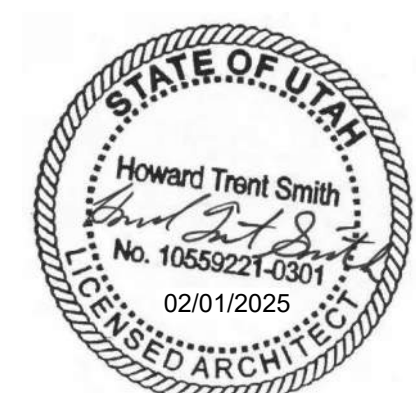
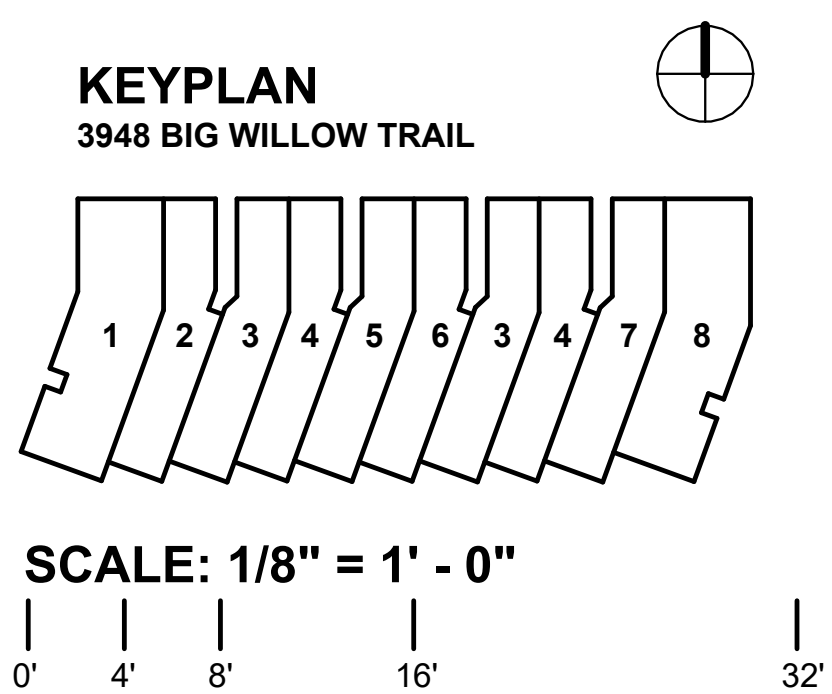
PROVIDE CURBS AND FLASHING AT ANY EQUIPMENT NOT PROVIDED WITH PREMANUFACTURED CURBS SEPARATE ALL DISSIMILAR METALS WITH BITUMINOUS COATINGS OR OTHER METHODS ACCEPTABLE TO THE ARCHITECT. FLASHING DETAILS SHALL BE IN STRICT COMPLIANCE APPROVED ROOFING MANUFACTURES STANDARDS FOR APPLICATION AND SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST EDITION OF THE 'SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA) TECHNICAL MANUAL.

ALL SCUPPERS SHALL BE CONSTRUCTED WITH FOR FULL SIDES, WITH FLANGES THROUGH THE THICKNESS OF THE WALL, FORMING A COMPLETE 'SLEEVE' THROUGH THE WALL, UNLESS DETAILS SHOW OTHERWISE PROVIDE FLASHING PER ROOF MANUFACTURE'S STANDARD DETAILS AT ALL ELECTRICAL CONDUIT, HVAC LINES, ETC.

THE CONTRACTOR AND ALL SUBTRADES SHALL EXERCISE THE NECESSARY CARE TO LIMIT TRAFFIC AND PREVENT DAMAGE TO THE ROOF MEMBRANE REFER TO CIVIL DRAWINGS FOR SPLASH BLOCKS & TRENCH DRAINS PROVIDE WALKWAYS PADS AT EACH MECHANICAL UNIT & ROOF HATCH.

KEYNOTES

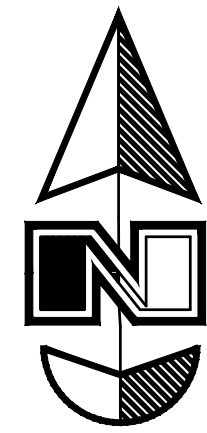
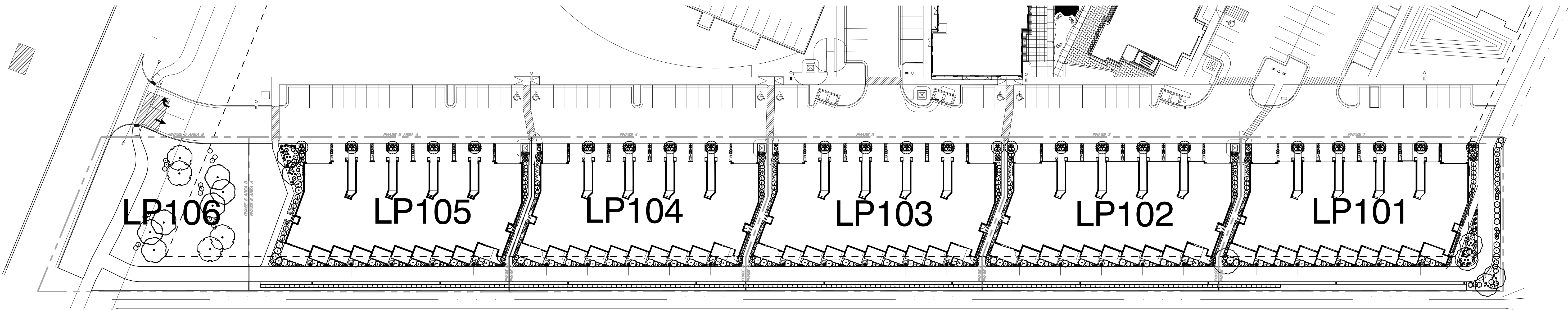
- 12 EXTERIOR BALCONY. REFER TO STRUCTURAL DRAWINGS. PROVIDE AND INSTALL GUARDRAILS IN COMPLIANCE WITH APPLICABLE BUILDING CODES.
- 13 ASPHALT SHINGLE ROOFING AND ROOF RIDGE WHERE NOTED. SHINGLES MUST BE LAPPED UNDER COPING AND TERMINATED AT WALL FACE WITH PROPER FLASHING. CONTRACTOR MUST INSTALL PER MANUFACTURERS INSTRUCTIONS.
- 14 MEMBRANE ROOF - ROOFING MEMBRANE MUST BE LAPPED UNDER COPING AND SECURELY TERMINATED AT WALL FACE. VERIFY MEMBRANE COLOR IN FIELD W/ ARCHITECT. INSTALL ROOFING SYSTEM PER MANUFACTURER'S SPECIFICATIONS. VERIFY ROOF DRAINAGE SYSTEMS ARE FUNCTIONAL. REFER TO ROOF PLAN AND ELEVATIONS FOR DRAINAGE LOCATIONS, AND SLOPED AREAS.
- 15 BALLASTED ROOF - INSTALL ROOFING SYSTEM PER MANUFACTURER'S SPECIFICATIONS. VERIFY ROOF DRAINAGE SYSTEMS ARE FUNCTIONAL. REFER TO ROOF PLAN AND ELEVATIONS FOR DRAINAGE LOCATIONS, AND SLOPED AREAS. ROOFING MEMBRANE MUST BE LAPPED UNDER COPING AND SECURELY.
- 19 GUTTER - IN DARK BRONZE BREAK METAL TO MATCH FASCIA, COPING, PARAPET CAPS, AND OTHER ROOFING ELEMENTS. PROVIDE GUTTER GUARDS ON ALL GUTTERS, AND ENSURE PROPER SEALS AND TRANSITIONS.
- 22 ROOF DRAIN WHERE NOTED, REFER TO PLUMBING DRAWINGS FOR FINAL PLACEMENT. ROOF DRAIN MUST BE INSTALLED PER ENGINEER / MANUFACTURER INSTRUCTIONS. CONTRACTOR IS RESPONSIBLE FOR PROPER SEALING OF DRAIN CONNECTIONS.
- 40 ROOFTOP MECHANICAL EQUIPMENT - REFER TO MECHANICAL DRAWINGS FOR FINAL PLACEMENT. CONTRACTOR IS RESPONSIBLE FOR PROPER MOUNTING OF EQUIPMENT AND SEALING OF ALL ROOF PENETRATIONS THAT MAY OCCUR FROM INSTALLATION.



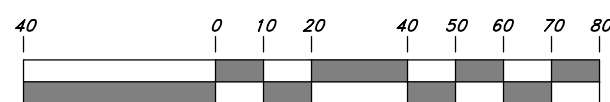
No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84060	
Print Date	2/21/2025 2:14:01 PM	PERMIT 2235
Project Submission		
Project Number		
Drawn by	J. CHOLS & H. ASHABOOLU	
Checked by	HOWARD TRENT SMITH	

modern OUTWEST

- Architect **MODERN OUT WEST**
380 West 400 North
Salt Lake City, UT 84103
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- Structural **YORK ENGINEERING**
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- Mechanical **SHAKESPEARE ENGINEERING**
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brad@shakespeare-eng.com
- Electrical **ELEMENTAL ENGINEERING**
76 W 13775 S, Ste 3
Draper, UT 84020
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- Civil **DOMINION ENGINEERING**
South Green St
Murray, UT 84123
jeremyh@dominioneng.net
- Landscape **GREAT BASIN ENGINEERING**
5746 S 1475 E #200
South Ogden, UT 84403
jzaugg@greatbasineng.com



Scale: 1" = 40'

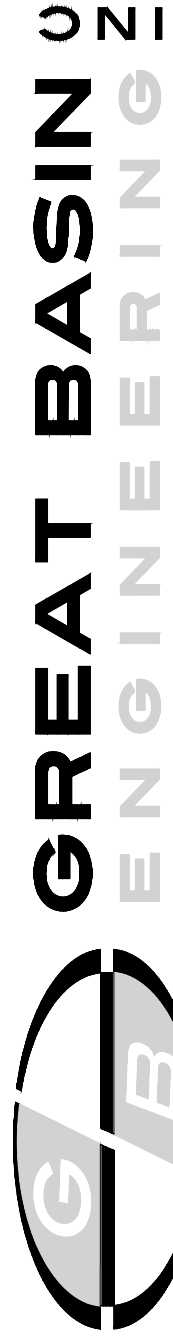
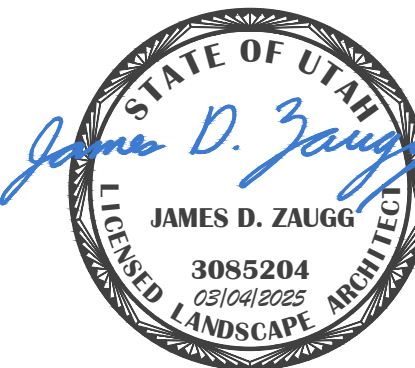


Graphic Scale

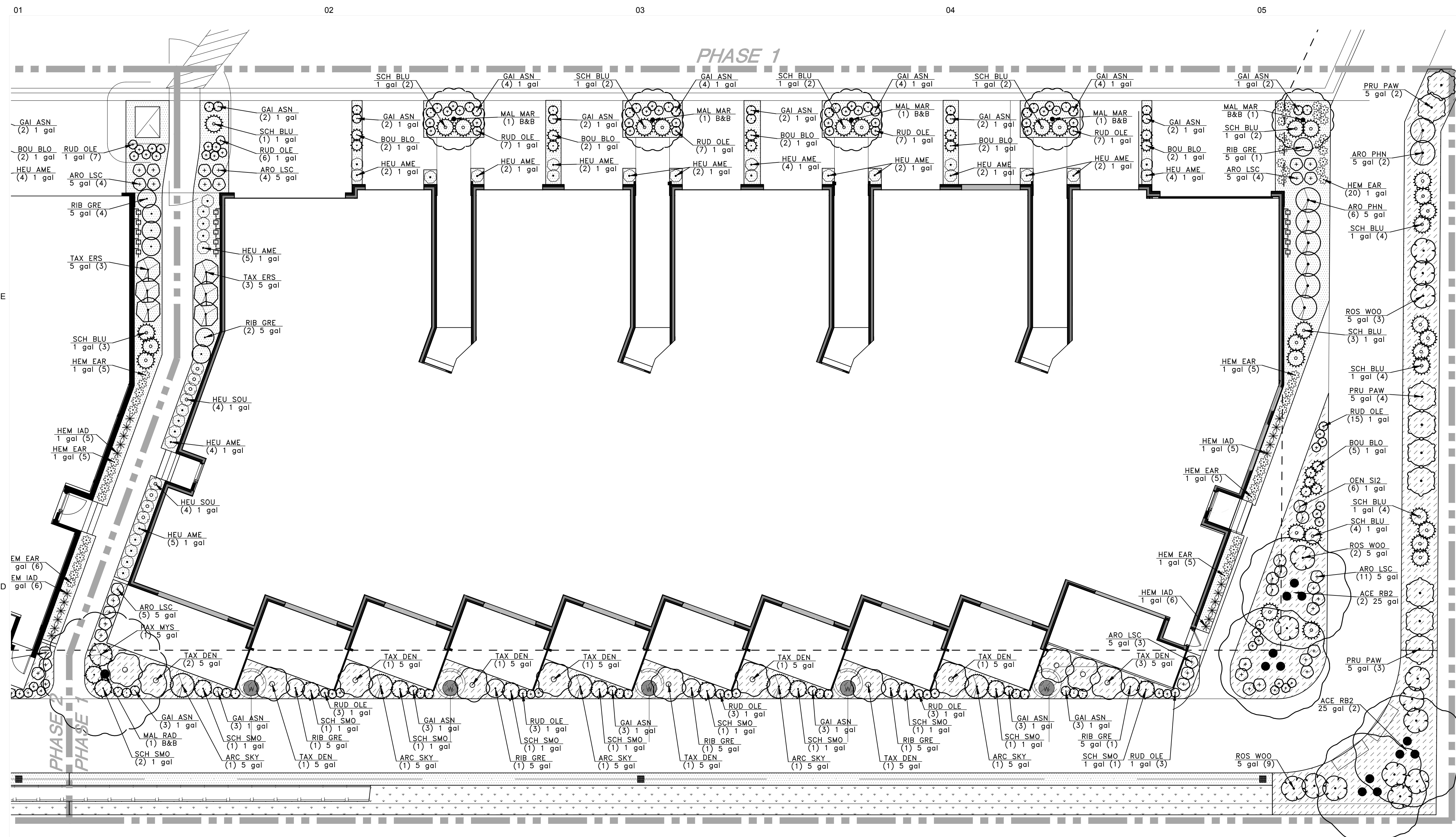
modern
OUTWEST

No.	Revision Description	Date
Client	CRANDALL CAPITAL 4801 KEARNS BLVD. PARK CITY, UTAH	
Print Date	4 MAR, 2025	
Project Submission	PERMITTING	
Project number	2237	
Drawn by	J. Zaugg	
Checked by	J. Zaugg	

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Structural	MJ STRUCTURAL 5673 S Redwood Rd Taylorsville, UT 84123 bhaywood@mjstructuralengineers.com
Mechanical	SHAKESPEARE ENGINEERING 4241 South River rd Ste B St George, UT 84790 brad@shakespeare-eng.com
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MAIN (801)394-4515 S.L.C (801)521-0222 FAX (801)392-7544
WWW.GREATBASINENGINEERING.COM

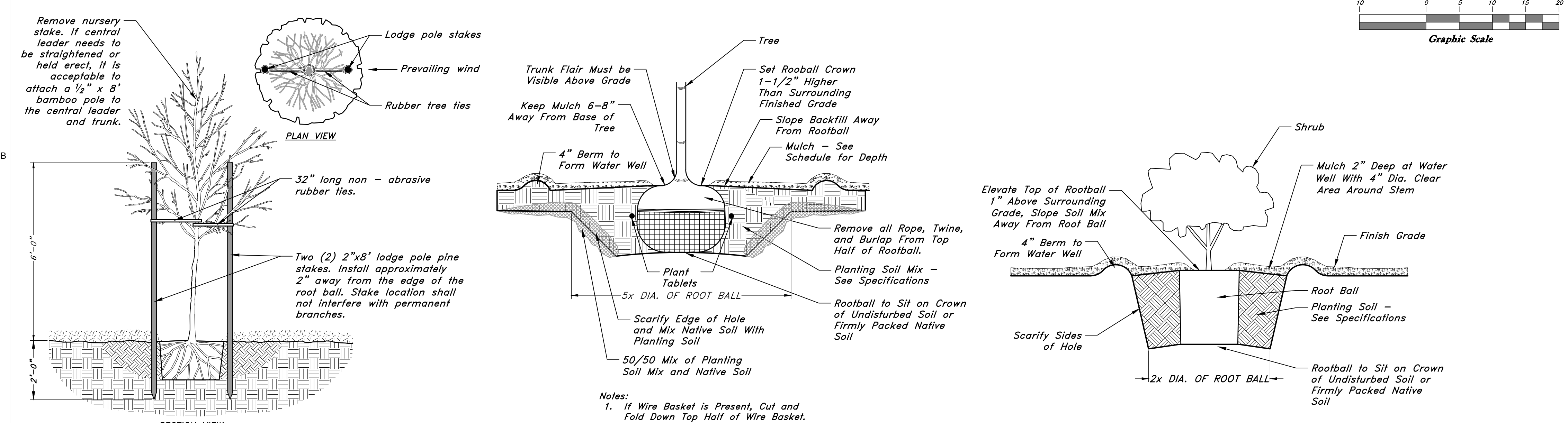


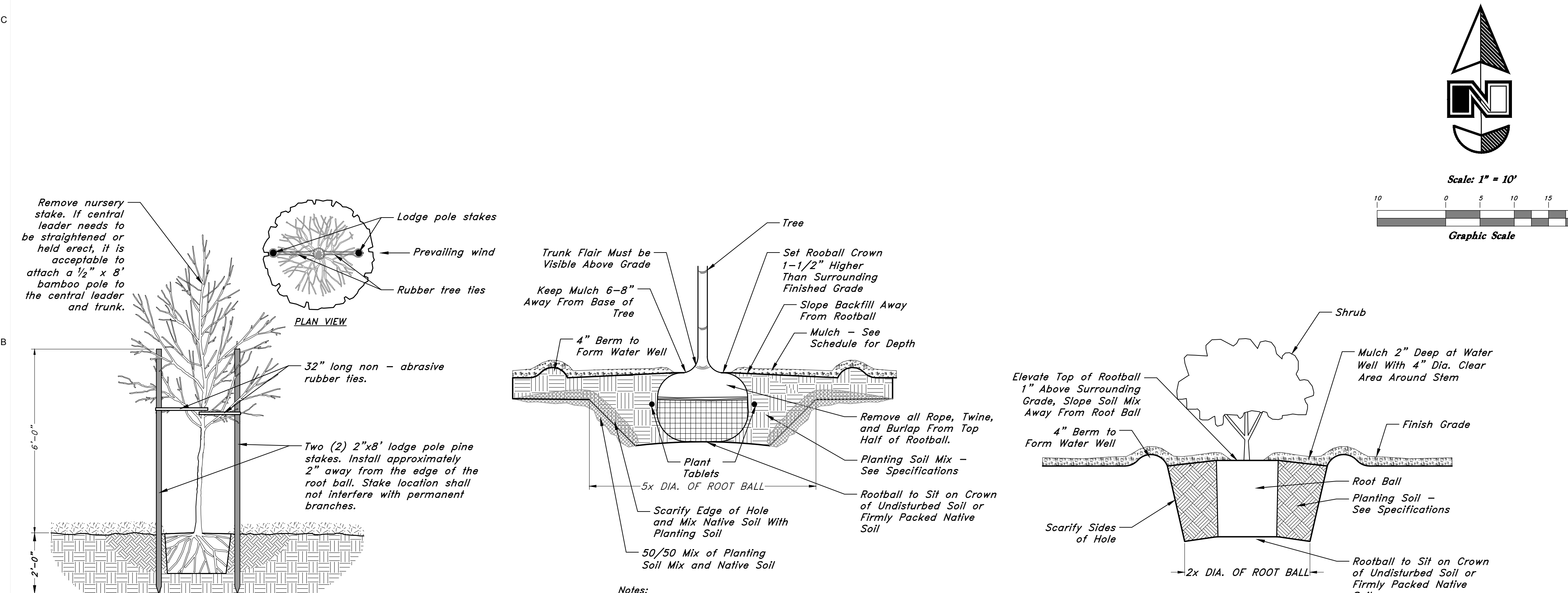
PLANT SCHEDULE PHASE 1

CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES				
ACE RB2	4	Acer glinnala 'Ruby Slippers' / Ruby Slippers Amur Maple	25 gal	Clump
MAL MAR	5	Malus x 'Jarmir' / Marilee® Crabapple	B&B	2"Cal
MAL RAD	1	Malus x 'Radiant' / Radiant Crabapple	B&B	2"Cal
SHRUBS				
ARC SKY	5	Arctostaphylos patula 'Siskiyou Pink' / Siskiyou Pink Greenleaf Manzanita	5 gal	
ARO PHN	8	Aronia melanocarpa 'SMNAPEM' / Low Scape Snowfire™ Black Chokeberry	5 gal	
ARO LSC	27	Aronia melanocarpa 'UCONNAM165' / Low Scape Mount® Black Chokeberry	5 gal	
HEU AME	36	Heuchera x 'Green Spice' / Green Spice Coral Bells	1 gal	
HEU SOU	8	Heuchera x 'Southern Comfort' / Southern Comfort Coral Bells	1 gal	
PAX MYS	1	Paxistima myrsinites / Oregon Boxwood	5 gal	
PRU PAW	9	Prunus besseyi 'P011S' / Pawnee Buttes® Sand Cherry	5 gal	
RIB GRE	8	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	5 gal	
ROS WOO	14	Rosa woodsii / Mountain Rose	5 gal	
TAX DEN	13	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	5 gal	
TAX ERS	3	Taxus x media 'Ersham' / Erie Shores™ Anglo-Japanese Yew	5 gal	
ORNAMENTAL GRASSES				
BOU BLO	15	Bouteloua gracilis 'Blonde Ambition' / Blonde Ambition Blue Grama	1 gal	
SCH BLU	30	Schizachyrium scoparium 'MinblueA' / Blue Heaven® Little Bluestem	1 gal	
SCH SMO	12	Schizachyrium scoparium 'Smoke Signal' / Smoke Signal Little Bluestem	1 gal	
PERENNIALS				
GAI ASN	51	Gaillardia x 'Arizona Sun' / Arizona Sun Blanket Flower	1 gal	
HEM IAD	11	Hemerocallis x 'Bakabana' / Bakabana Daylily	1 gal	
HEM EAR	35	Hemerocallis x 'Early Snow' / Early Snow Daylily	1 gal	
OEN SI2	6	Oenothera berlandieri 'Siskiyou' / Mexican Evening Primrose	1 gal	
RUD OLE	64	Rudbeckia fulgida 'Little Goldstar' / Coneflower	1 gal	
GROUND COVERS				
	1,497 sf	Decorative Rock Mulch / 3" Washed Crushed/Angular Rock White, Gray, & Orange Local Rock. Place 3" Deep Over Dewitt Pro5 Weed Barrier Fabric and 12" deep Topsoil	Stone Mulch	
	808 sf	Grass Seed Mix - Non Irrigated Non-Irrigated Seed Mix Hydorseed over 2" thick Stockpiled Topsoil- See Seed Mix Schedule	seed	
	2,161 sf	Shredded Bark Mulch 4" Deep Natural shredded tree bark, install over 12" deep imported topsoil, pre-emergent herbicide, and DeWitt Pro 5 weed barrier fabric.	Mulch	

PLANTING NOTES

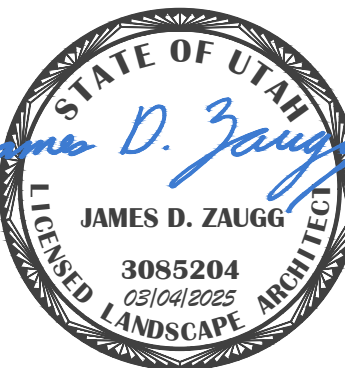
- EXAMINE THE SITE CONDITIONS, THE SUBGRADE AND VERIFY THE DEPTHS OF TOPSOIL AND MULCH. NOTIFY THE ARCHITECT IN WRITING OF ANY UNSATISFACTORY CONDITIONS. DO NOT BEGIN LANDSCAPE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN RESOLVED.
- ALL PLANTS SHOWN GRAPHICALLY ARE REQUIRED. ANY PLANT QUANTITIES ARE FOR CONVENIENCE ONLY, CONTRACTOR TO VERIFY PLAN QUANTITIES PRIOR TO BIDDING.
- SPACING BETWEEN PLANTS AND BETWEEN PLANTS AND PAVING ARE BASED ON THE MATURE SPREAD OF THE PLANTS. PRIOR TO PLANTING, VERIFY ROOM TO ACCOMMODATE MATURE PLANT WITHOUT OVERCROWDING AND ENCROACHING ON PAVING.
- VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY DIGGING. ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THIS CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- TOPSOIL IS TO BE HARVESTED AND STOCKPILED ON SITE. SUBMIT TOPSOIL TEST. SCREEN AND AMEND TO MEET THE FOLLOWING STANDARDS:
 - ORGANIC MATTER: GREATER THAN 1.0%
 - SOLUBLE SALTS: LESS THAN 4 dS/m
 - PH: BETWEEN 5.0 AND 8.2
 - TEXTURE: SAND: 15-60%; SILT: 10-60% CLAY 5-30%
 - SODIUM ADSORPTION RATIO (SAR): BELOW 10 FOR SANDY CLAY LOAM, SANDY LOAM AND LOAM. BELOW 7 FOR SILT LOAM, SILTY CLAY LOAM, AND CLAY LOAM.
 - COARSE FRAGMENTS 2mm AND SMALLER: LESS THAN 5%.
 - NO ROCKS OVER 1.5"
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING 6" OF TOPSOIL FOR TURF AND 12" OF TOPSOIL FOR SHRUBS AND TREES.
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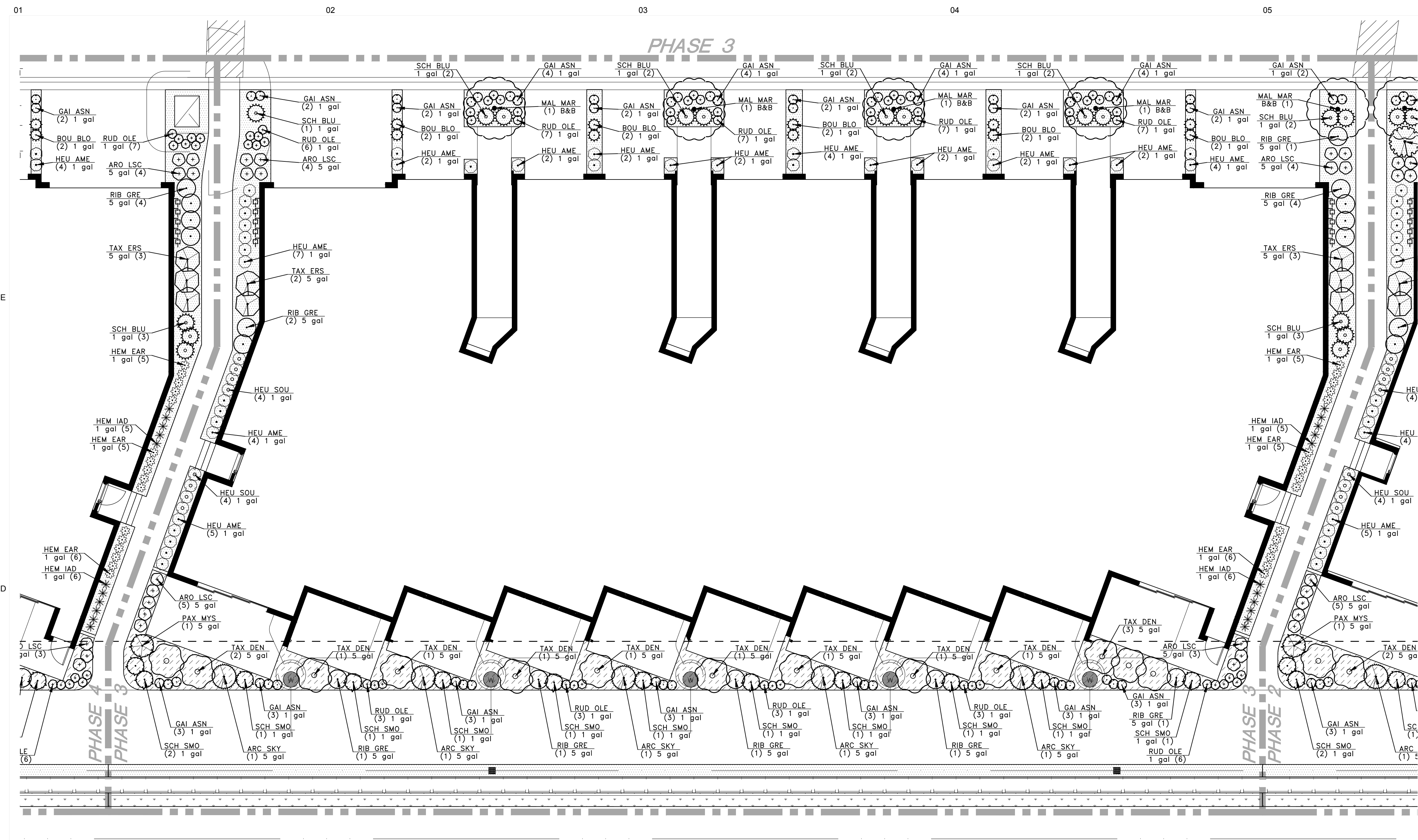


PLANTING NOTES

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4. VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO ANY DIGGING. ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THIS CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. TOPSOIL IS TO BE HARVESTED AND STOCKPILED ON SITE. SUBMIT TOPSOIL TEST. SCREEN AND AMEND TO MEET THE FOLLOWING STANDARDS:
 - 5.1. ORGANIC MATTER: GREATER THAN 1.0%
 - 5.2. SOLUBLE SALTS: LESS THAN 4 ds/m
 - 5.3. PH: BETWEEN 5.0 AND 8.2
 - 5.4. TEXTURE: SAND: 15-60%; SILT: 10-60% CLAY 5-30%.
 - 5.5. SODIUM ADSORPTION RATIO (SAR): BELOW 10 FOR SANDY CLAY LOAM, SANDY LOAM AND LOAM. BELOW 7 FOR SILT LOAM, SILTY CLAY LOAM, AND CLAY LOAM.
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SC TOWNHOMES PHASE 2



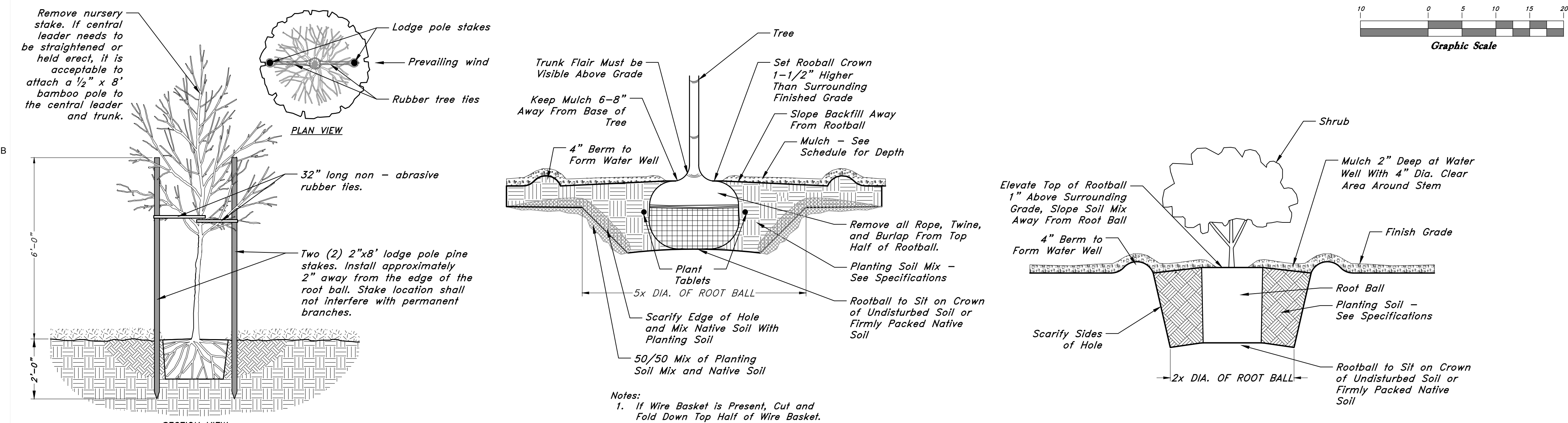
PLANT SCHEDULE PHASE 1

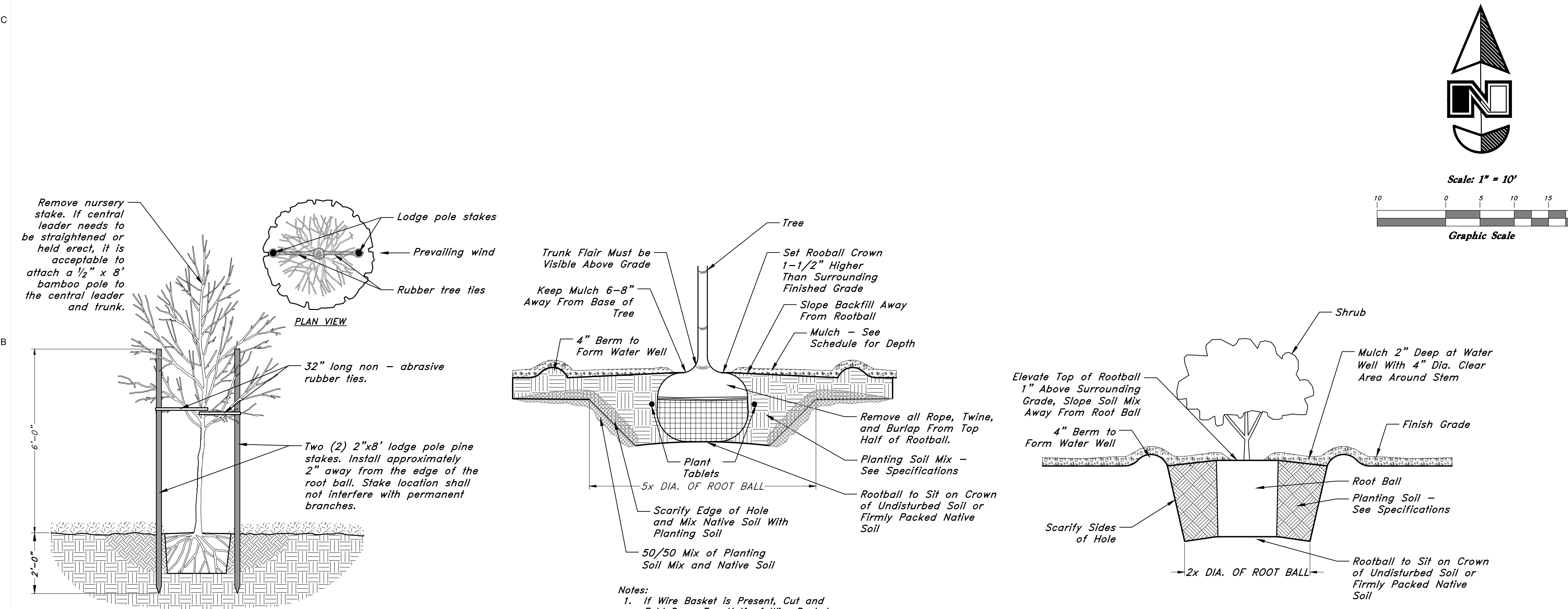
CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES				
ACE RB2	4	<i>Acer ginnala</i> 'Ruby Slippers' / Ruby Slippers Amur Maple	25 gal	Clump
MAL MAR	5	<i>Malus x 'Jarmin'</i> / Marilee® Crabapple	B&B	2"Cal
MAL RAD	1	<i>Malus x 'Radiant'</i> / Radiant Crabapple	B&B	2"Cal
SHRUBS				
ARC SKY	5	<i>Arctostaphylos patula</i> 'Siskiyou Pink' / Siskiyou Pink Greenleaf Manzanita	5 gal	
ARO PHN	8	<i>Aronia melanocarpa</i> 'SMNAMPEM' / Low Scape Snowfire™ Black Chokeberry	5 gal	
ARO LSC	27	<i>Aronia melanocarpa</i> 'UCONNAM165' / Low Scape Mound® Black Chokeberry	5 gal	
HEU AME	36	<i>Heuchera x 'Green Spice'</i> / Green Spice Coral Bells	1 gal	
HEU SOU	8	<i>Heuchera x 'Southern Comfort'</i> / Southern Comfort Coral Bells	1 gal	
PAX MYS	1	<i>Paxistima myrsinites</i> / Oregon Boxwood	5 gal	
PRU PAW	9	<i>Prunus besseyi</i> 'P011S' / Pawnee Buttes® Sand Cherry	5 gal	
RIB GRE	8	<i>Ribes alpinum</i> 'Green Mound' / Green Mound Alpine Currant	5 gal	
ROS WOO	14	<i>Rosa woodsii</i> / Mountain Rose	5 gal	
TAX DEN	13	<i>Taxus x media</i> 'Densiflormis' / Dense Anglo-Japanese Yew	5 gal	
TAX ERS	3	<i>Taxus x media</i> 'Ershzam' / Erie Shores™ Anglo-Japanese Yew	5 gal	
ORNAMENTAL GRASSES				
BOU BLO	15	<i>Bouteloua gracilis</i> 'Blonde Ambition' / Blonde Ambition Blue Grama	1 gal	
SCH BLU	30	<i>Schizachyrium scoparium</i> 'MinnblueA' / Blue Heaven® Little Bluestem	1 gal	
SCH SMO	12	<i>Schizachyrium scoparium</i> 'Smoke Signal' / Smoke Signal Little Bluestem	1 gal	
PERENNIALS				
GAI ASN	51	<i>Gaillardia x 'Arizona Sun'</i> / Arizona Sun Blanket Flower	1 gal	
HEM IAD	11	<i>Hemerocallis x 'Bakabana'</i> / Bakabana Daylily	1 gal	
HEM EAR	35	<i>Hemerocallis x 'Early Snow'</i> / Early Snow Daylily	1 gal	
OEN SI2	6	<i>Oenothera berlandieri</i> 'Siskiyou' / Mexican Evening Primrose	1 gal	
RUD OLE	64	<i>Rudbeckia fulgida</i> 'Little Goldstar' / Coneflower	1 gal	

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT
GROUND COVERS			
	1,497 sf	Decorative Rock Mulch / 3" Washed Crushed/Angular Rock White, Gray, & Orange Local Rock. Place 3" Deep Over Dewitt Pro5 Weed Barrier Fabric and 12" deep Topsoil	Stone Mulch
	808 sf	Grass Seed Mix - Non Irrigated Non-Irrigated Seed Mix Hydorseed over 2" thick Stockpiled Topsoil- See Seed Mix Schedule	seed
	2,161 sf	Shredded Bark Mulch 4" Deep Natural shredded tree bark, install over 12" deep imported topsoil, pre-emergent herbicide, and DeWitt Pro 5 weed barrier fabric.	Mulch

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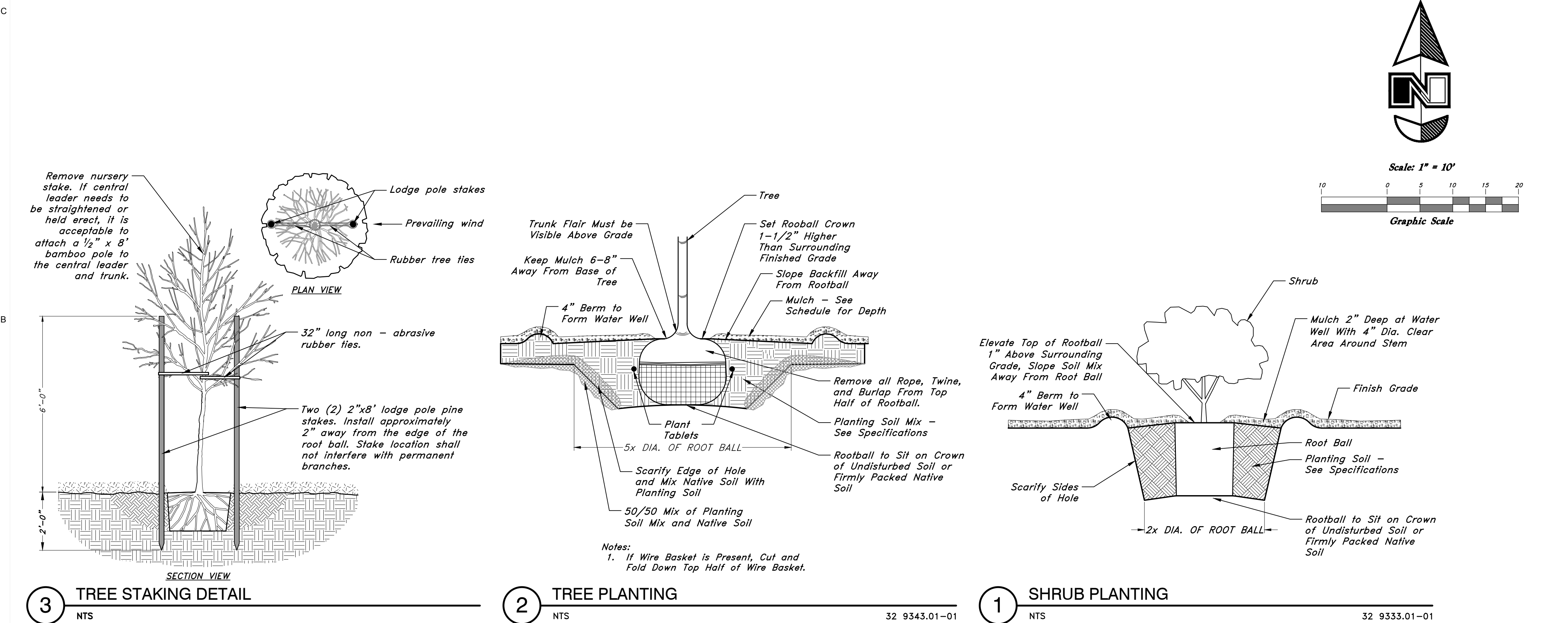
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SC TOWNHOMES PHASE 4



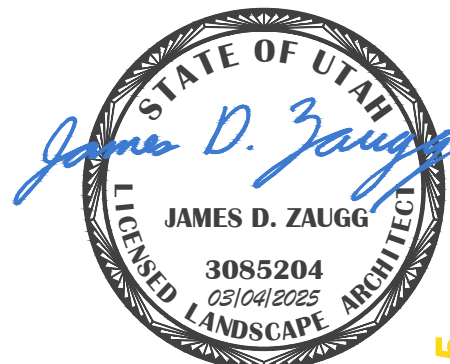
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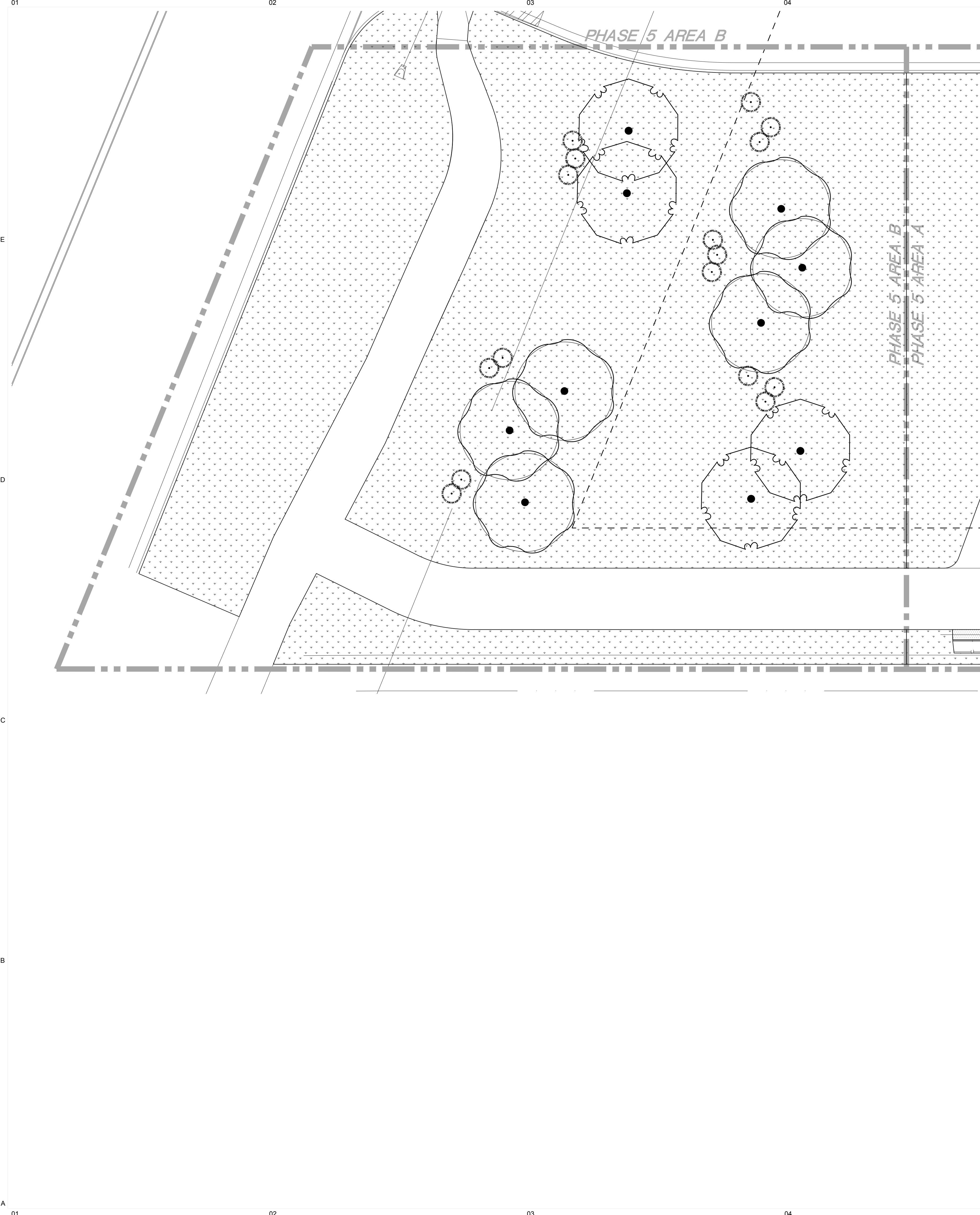




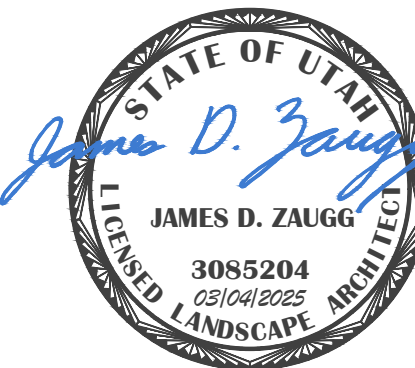
No.	Revision Description	Date

Architect	MODERN OUT WEST 380 West 400 North Salt Lake City, UT 84103 trent@modernoutwest.com
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH
Structural	MJ STRUCTURAL 5075 S Redwood Rd Taylorsville, UT 84123 bhaywood@mjstructuralengineers.com
Print Date	4 MAR, 2025
Project Submission	PERMITTING
Project number	2227
Drawn by	J. Zaugg
Mechanical	SHAKESPEARE ENGINEERING 4241 South River rd Ste B St George, UT 84790 brad@shakespeare-eng.com
Electrical	RMCE 2335W 12600S Provo, UT 84604

C TOWNHOMES PHASE 5
 105 Townhomes P5 Landscape Plan



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No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH	
Print Date	4 MAR, 2025	
Project Submission	PERMITTING	
Project number	2237	
Drawn by	J. Zaugg	
Checked by	J. Zaugg	

Architect	MODERN OUT WEST 380 West 400 North Salt Lake City, UT 84103 trent@modernoutwest.com
Structural	MJ STRUCTURAL 5673 S Redwood Rd Taylorsville, UT 84123 bhaywood@mjstructuralengineers.com
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Electrical	RMCE 2335W 1200S Riverton, UT 84065 eric@rmceui.com

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E

D

C

B

A

ELECTRICAL GENERAL NOTES

GENERAL NOTES:

1. THE ELECTRICAL SYSTEMS DEFINED BY THESE PLANS AND THE SPECIFICATIONS ARE TO BE CONSTRUCTED AS COMPLETE AND OPERABLE SYSTEMS AND SHALL BE BID WITH THIS INTENT. THE CONTRACTOR SHALL VISIT THE SITE, READ ALL THE RELEVANT DOCUMENTS, AND BECOME FAMILIAR WITH THE TYPE OF CONSTRUCTION AND WORK TO BE ACCOMPLISHED. SHOULD ANY ERROR, OMISSION, OR CONFLICT EXIST IN EITHER THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING BEFORE SUBMITTING THEIR BID PRICE SO A CHANGE CAN BE ISSUED IN A PRE-BID ADDENDUM. OTHERWISE, THE CONTRACTOR AND/OR EQUIPMENT SUPPLIERS SHALL SUPPLY THE PROPER MATERIALS AND LABOR TO INSTALL COMPLETE AND OPERABLE SYSTEMS INCLUSIVE OF THE ORIGINAL BID. WHEN EACH ELECTRICAL SYSTEM IS COMPLETE, THE CONTRACTOR SHALL TEST AND CONFIRM ITS PROPER OPERATION. ANY INCOMPLETE SYSTEM SHALL BE MADE COMPLETE AND OPERABLE PRIOR TO PROJECT CLOSEOUT.
2. THE ARCHITECTURAL AND MECHANICAL PLANS ARE CONSIDERED A PART OF THE ELECTRICAL DOCUMENTS SO FAR AS ANY ELECTRICAL ITEMS THEY MAY CONTAIN. THE ELECTRICAL CONTRACTOR SHALL REFER TO AND COORDINATE WITH THEM. NO EXTRA COST SHALL BE ALLOWED FOR FAILURE TO COORDINATE THE CONTRACT DOCUMENTS WITH OTHER TRADES AND/OR IF EQUIPMENT DIMENSIONS ARE GREATER THAN SPECIFIED AND/OR DIMENSIONED ON THE PLANS.
3. THE ELECTRICAL CONTRACTOR SHALL PROVIDE EQUIPMENT, MATERIALS, AND LABOR FOR THE CONNECTIONS OF ALL EQUIPMENT SHOWN ON THE PLANS - ARCHITECTURAL, MECHANICAL, ETC.
4. THIS PROJECT IS TO BE INSTALLED IN STRICT ACCORDANCE WITH THE MOST RECENT LOCAL, STATE, AND NATIONAL CODES. IF AT ANY TIME DURING OR AFTER CONSTRUCTION SOMETHING IS FOUND TO BE INSTALLED IN VIOLATION OF THESE CODES LISTED ABOVE, IT SHALL BE CORRECTED BY THE CONTRACTOR.
5. WHERE A RACEWAY ENTERS A BUILDING OR STRUCTURE FROM THE OUTSIDE, IT SHALL BE SEALED AS PER NEC 225.27.
6. ALL ELECTRICAL EQUIPMENT THAT IS LIKELY TO REQUIRE EXAMINATION, ADJUSTMENT, SERVICING OR MAINTENANCE WHILE ENERGIZED SHALL BE FIELD OR FACTORY LABELED TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRIC ARC FLASH HAZARDS PER NEC 110.16. THE LABEL SHALL ALSO CONTAIN THE MAXIMUM AVAILABLE FAULT CURRENT AND THE DATE THE FAULT CURRENT CALCULATIONS WERE PERFORMED AS PER NEC 110.24.
7. ALL PANELBOARDS AND SWITCHBOARDS SHALL BE PERMANENTLY MARKED TO INDICATE EACH DEVICE OR EQUIPMENT WHERE THEIR POWER ORIGINATES AS PER NEC 408.4B.
8. ALL EQUIPMENT PROVIDED BY THE EC SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING AGENCY, ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION, AND BE PROPERLY INSTALLED FOR THE CONDITIONS AND SPACE THAT EQUIPMENT IS BEING INSTALLED WITHIN.
9. THE EC SHALL INSTALL A SEPARATE EQUIPMENT GROUNDING CONDUCTOR IN EACH CONDUIT RUN. CONDUIT SHALL NOT BE USED AS AN EQUIPMENT GROUNDING CONDUCTOR. THE EC SHALL GROUND THE ELECTRICAL SYSTEM IN ACCORDANCE WITH LOCAL AND NATIONAL CODES.
10. CONDUIT LAYOUTS SHOWN ON THE PLANS ARE DIAGRAMMATIC, NOT INDICATING THE ROUTING REQUIRED. THE EC SHALL ROUTE THE CONDUITS AS REQUIRED BY THE CONDITIONS OF THE INSTALLATION AND SHALL COORDINATE WITH DUCTWORK, PIPING, EQUIPMENT, BUILDING STRUCTURE, AND OTHER POTENTIAL OBSTRUCTIONS.
11. THE CONTRACTOR SHALL ALLOW THE MOVEMENT, BEFORE ROUGH-IN, OF ANY ELECTRICAL PANEL, DEVICE, LUMINAIRE, ETC. A DISTANCE OF 10 FEET WITHOUT REQUIRING ADDITIONAL COST TO THE PROJECT.
12. THE EC SHALL SECURE ALL CONDUIT TO THE STRUCTURE AS IT IS SET IN PLACE USING INDUSTRY STANDARD METHODS AND PRACTICES. TO ASSURE ALL DEVICES ARE RIGIDLY SET, THE ELECTRICAL CONTRACTOR SHALL SECURE ALL DEVICE BOXES WITH BRACKETS, HANGERS, ETC. DESIGNED FOR THE APPLICATION.
13. MINIMUM SIZE CONDUIT SHALL BE 3/4" UNO. CONDUIT INSTALLED WITHIN THE BUILDING IN DRY LOCATIONS WITHIN WALL, CEILINGS, OR EXPOSED NOT SUBJECT TO PHYSICAL DAMAGE SHALL BE EMT WITH STEEL SET SCREW FITTINGS. IN EXTERIOR LOCATIONS (EXCEPT FOR THE SERVICE ENTRANCE) THE CONDUIT SHALL BE EMT WITH COMPRESSION GLAND TYPE FITTINGS. UNDERGROUND CONDUIT SHALL BE PVC (SCH. 40) WITH GRC ELBOWS AND RISERS WRAPPED IN CORROSION RESISTANT MATERIALS WHERE IN DIRECT CONTACT WITH THE SOIL.
14. FLEXIBLE CONDUIT SHALL BE LIMITED TO CONNECTIONS TO LIGHT FIXTURES AND FINAL CONNECTIONS TO MOTORS OR OTHER EQUIPMENT SUBJECT TO VIBRATION. LENGTHS OF FLEXIBLE OR SEAL-TITE CONDUIT SHALL NOT BE GREATER THAN 72 INCHES.
15. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL EMPTY CONDUITS WITH 200LB RATED NYLON PULL CORD.
16. BEFORE ANY ELECTRICAL CONDUIT, BOXES, ETC. ARE COVERED (FLOOR, CEILINGS, WALLS, ETC.), THEY SHALL BE APPROVED BY THE INSPECTING OFFICER (INSPECTOR).
17. WHERE WIRE SIZE IS NOT SHOWN ON THE DRAWINGS FOR 20A, 120VAC BRANCH CIRCUITS. THE CIRCUIT SHALL CONSIST OF 2#12 (CU, THHN) + #12 (CU, THHN) GND IN 3/4" EMT CONDUIT. THIS WIRE SIZE SHALL BE INCREASED TO #10 (CU, THHN) FOR BRANCH CIRCUITS WITH OVERALL LENGTHS EXCEEDING 125' TO ACCOMMODATE FOR VOLTAGE DROP. REFER TO EQUIPMENT SCHEDULES, FEEDER SCHEDULES, AND NOTES ON DRAWINGS FOR ALL OTHER BRANCH CIRCUIT AND FEEDER WIRE/CONDUIT SIZING.
18. CONDUCTORS SHALL BE COPPER, 600VAC RATED, TYPE THHN/THWN-2 UNO. CONDUCTORS UP TO #10AWG SHALL BE SOLID AND CONDUCTORS #8AWG OR LARGER SHALL BE STRANDED.
19. METAL CLAD CABLING MAY BE USED BETWEEN DEVICES SUCH AS LIGHTING, RECEPTACLES, SWITCHES, ETC. UNLESS OTHERWISE REQUIRED BY THE NEC. HOME RUNS SHALL BE INSTALLED IN CONDUIT. MC CABLE SHALL NOT BE INSTALLED EXPOSED.
20. EC SHALL CLEAN THE ENTIRE ELECTRICAL SYSTEM AFTER COMPLETION OF THE INSTALLATION. REMOVE ALL FINGER PRINTS, FOREIGN MATTER, PAINT, DIRT, GREASE, AND UN-NEEDED LABELS OR STICKERS FROM FIXTURES AND EQUIPMENT. REMOVE ALL RUBBISH AND DEBRIS ACCUMULATED DURING INSTALLATION FROM THE PREMISES.
21. IT IS THE INTENT OF THE CONSTRUCTION DOCUMENTS FOR ALL DEVICES TO BE FLUSH MOUNTED AND CONDUIT/CABLING INSTALLED CONCEALED WITHIN WALLS/CEILINGS. IN AREAS WHERE CONDUIT MUST BE INSTALLED EXPOSED IT SHALL BE COORDINATED WITH THE ARCHITECT AND/OR ENGINEER. ALL EFFORTS SHALL BE MADE TO CONCEAL WIRING METHODS.
22. ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES SHALL BE SEALED WITH FIRE STOPPING, IE. 3M BRAND CAULK, PUTTY, STRIP AND SHEET FORMS, DOW CORNING 3-6548 SILICONE RTV FOAM.
23. COORDINATE LOCATION OF WALL MOUNTED DEVICES WITH CABINETRY AND OTHER WALL OBSTRUCTIONS. COORDINATE CEILING MOUNTED DEVICES WITH CEILING OBSTRUCTIONS. ANY DEVICES THAT NEED TO BE RELOCATED MUST BE BROUGHT TO THE ATTENTION OF THE ELECTRICAL ENGINEER PRIOR TO ROUGH-IN FOR NEW LOCATION.
24. IT IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO COORDINATE PLACEMENT OF ALL DEVICES INSTALLED WITHIN THE CEILING SUCH AS LIGHTING, SPEAKERS, FIRE SPRINKLERS, SMOKE/HEAT DETECTORS, ETC. ANY EXISTING DEVICES THAT NEED TO BE RELOCATED IN ORDER TO ACCOMMODATE NEW CONSTRUCTION/REMODEL MUST BE BROUGHT TO THE ATTENTION OF THE ELECTRICAL ENGINEER PRIOR TO ROUGH-IN FOR RESOLUTION AND FURTHER DIRECTION.

SITE NOTES:

25. ELECTRICAL CONTRACTOR SHALL COORDINATE AND CONFIRM THE EXACT LOCATION OF THE POWER COMPANY SERVICE TRANSFORMER BEFORE INSTALLING THE PAD, PRIMARY CONDUIT, AND SECONDARY SERVICE LATERAL. PROVIDE LABOR AND CONDUIT, CONDUCTORS, WIRE WAYS, TRANSFORMER LUGS, METER BASES, METER CONDUIT, CONDUCTORS, CONCRETE PAD/VAULT, ETC. AS NEEDED FOR A COMPLETE ELECTRIC SERVICE TO THIS FACILITY.

26. THE EC SHALL COORDINATE LOCATION OF TELEPHONE PEDESTAL, ROUTING/SIZE OF TELEPHONE SERVICE CONDUIT, AND THE MAIN TELEPHONE SERVICE BOARD REQUIREMENTS WITH THE TELEPHONE COMPANY PRIOR TO ROUGH-IN. INSTALL A 3/4" CONDUIT WITH (1) #6 BARE COPPER CONDUCTOR FROM TELEPHONE TERMINAL BOARD (TTB) TO THE MAIN BUILDING GROUNDING SYSTEM.
27. UNDERGROUND CONDUIT FOR SITE LIGHTING SHALL BE BURIED 24" B.F.G. AND SHALL HAVE ONE (1) #10 THHN GREEN GROUND CONDUCTOR TO GROUND ALL LUMINAIRES.
28. PRIOR TO TRENCHING IN ANY AREA, THE CONTRACTOR SHALL COORDINATE WITH COMMUNICATIONS/DATA, CABLE TV, GAS, AND WATER UTILITY PROVIDERS (BLUE STAKES), AND HAVE ALL UTILITIES IN THE AREA IDENTIFIED. IN ADDITION, THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A SUBCONTRACTOR SPECIALIZING IN THE LOCATION OF UNDERGROUND STRUCTURES TO IDENTIFY ANY OBSTACLES IN THE PATH OF TRENCHING PRIOR TO COMMENCING WORK. DAMAGE TO ANY UNDERGROUND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR.

LIGHTING NOTES:

29. LUMINAIRES INSTALLED IN THE MECHANICAL ROOM SHALL BE PLACED SO THAT ALL EQUIPMENT IS ADEQUATELY ILLUMINATED AFTER THE MECHANICAL EQUIPMENT IS IN PLACE.
30. ALL LUMINAIRES SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE AND NOT THE CEILING GRID OR OTHER NONSTRUCTURAL MEMBERS.
31. TO MAINTAIN CONSISTENT LIGHT QUALITY, FOR ANY ONE LAMP TYPE SUPPLIED, LAMPS SHALL BE OF THE SAME MANUFACTURER, SURFACE TEMPERATURE, COLOR RENDERING INDEX, LAMP EFFICACY, LUMEN OUTPUT, AND STARTING CHARACTERISTICS FOR ALL INSTALLED.
32. LIGHT FIXTURES INSTALLED IN DAMP OR WET LOCATIONS SHALL BE UL LISTED FOR INSTALLATION IN THE PROPER ENVIRONMENT. CARE SHOULD BE TAKEN TO ENSURE THAT DIFFUSERS AND LENSES ARE APPROPRIATE FOR THEIR INSTALLED USE AND PREMATURE DISCOLORATION WILL NOT RESULT DUE TO EXPOSURE TO UV LIGHT, CHEMICALS, OR OTHER CONDITIONS.
33. ELECTRICAL CONTRACTOR SHALL PROVIDE LIGHTING CONTROL SHOP DRAWINGS WITH ELECTRICAL SUBMITTAL FOR REVIEW.

POWER NOTES:

34. ELECTRICAL CONTRACTOR SHALL CONFIRM MINIMUM CODE (NEC) WORKING CLEARANCE BEFORE INSTALLING ANY ELECTRICAL PANELS OR CABINETS AND SHALL MOVE THE PANELS IF REJECTED BY AN INSPECTOR. IF CLEARANCE IS NOT POSSIBLE, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IN WRITING.
35. WIRING DEVICES SHALL HAVE A NYLON COVER PLATE. COLOR SHALL BE COORDINATED WITH ARCHITECT. EXTERIOR OUTLETS SHALL HAVE CAST COVERS WITH FLIP TYPE LIDS UNO.
36. EC SHALL COORDINATE WITH EQUIPMENT SUPPLIERS ON THE EXACT LOCATIONS OF ALL EQUIPMENT AND ELECTRICAL CONNECTIONS PRIOR TO ROUGH-IN. THE EC SHALL MAKE THE FINAL CONNECTION TO ALL EQUIPMENT UNLESS OTHERWISE DIRECTED BY THE EQUIPMENT SUPPLIER. OBTAIN FROM SUPPLIERS ALL WIRING DIAGRAMS FOR EQUIPMENT PRIOR TO ANY ROUGH-IN. TO ASSURE THAT PROPER CHARACTERISTICS ARE PROVIDED, ANY INCORRECT WIRING OR DEVICES INSTALLED BY THE EC WITHOUT THE WIRING DIAGRAM SHALL BE CORRECTED AT THE EC'S EXPENSE. PROVIDE COPIES OF WIRING DIAGRAM WITHIN EACH PIECE OF EQUIPMENT AND ADDITIONAL COPIES WITH THE OPERATION AND MAINTENANCE MANUALS.
37. EC SHALL COORDINATE WITH THE MECHANICAL CONTRACTOR TO PROVIDE CONDUIT AND DEVICE MOUNTING BOXES FOR THERMOSTATS AND OTHER MECHANICAL CONTROLS. REFER TO MECHANICAL DRAWINGS FOR THE LOCATION OF THERMOSTATS.
38. PROVIDE A 20AMP, 120VAC RECEPTACLE INSTALLED AT AN ACCESSIBLE LOCATION FOR THE SERVICING OF HEATING, AIR CONDITIONING, AND REFRIGERATION EQUIPMENT PER NEC 210.63. RECEPTACLE SHALL BE OF THE GROUND FAULT CIRCUIT INTERRUPTING TYPE, INSTALLED WITHIN A CAST METAL BOX, AND WITHIN 25' OF ALL REQUIRED EQUIPMENT.
39. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ROUGH-IN ONLY FOR THE TELECOM/CAT6 SYSTEMS. THIS SHALL CONSIST OF A FOUR SQUARE DEVICE MOUNTING BOX WITH CONDUIT TO ABOVE ACCESSIBLE CEILING SPACE OR TO THE CEILING SPACE ABOVE IF OPEN. CABLING, JACKS, FACEPLATES, TESTING AND TERMINATIONS SHALL BE PROVIDED AND INSTALLED BY OTHERS.

DATA/TELECOM NOTES:

40. ELECTRICAL CONTRACTOR TO INSTALL A ROOF JACK (BOOT) FOR ALL CONDUIT PENETRATIONS THROUGH THE ROOF. ALL ROOF PENETRATION SEALS SHALL BE IN ACCORDANCE WITH THE ROOF WARRANTY AND BE COMPLETELY SEALED WITH ROOF ADHESIVE. UTILIZE PROPER CLAMPING METHODS TO SEAL BOOT AROUND CONDUIT.
41. PROVIDE AND INSTALL AN ADDRESSABLE FIRE ALARM SYSTEM TO MEET THE REQUIREMENTS OF CURRENT NFPA 72, IBC, IFC, AND OTHER PERTINENT LOCAL/STATE CODES. THE SYSTEM SHALL MONITOR FLOW/TAMPER SWITCHES ON THE FIRE SPRINKLER RISER, DUCT MOUNTED SMOKE DETECTORS IN ALL AIR HANDLING EQUIPMENT OVER 2000CFM, PULL STATIONS AT EGRESS DOORS, HEAT/SMOKE DETECTORS AS SHOWN ON THE CONSTRUCTION DOCUMENTS, AND PROVIDE ELEVATOR RECALL/SHUNT TRIP WHERE APPLICABLE. THE FIRE ALARM CONTROL PANEL SHALL PROVIDE AUDIO/VISUAL ANNUNCIATION THAT THE BUILDING FIRE ALARM SYSTEM HAS ACTIVATED IN ALL COMMON SPACES AND AS OTHERWISE REQUIRED/SHOWN ON THE DRAWINGS. THE EC SHALL GENERATE FIRE ALARM SHOP DRAWINGS AND SUBMIT THEM TO THE FIRE MARSHAL AND THE ENGINEER FOR APPROVAL. SUBMISSION REQUIREMENTS SHALL CONFORM TO NFPA 72 AND THE FIRE MARSHAL. NO FIRE ALARM WORK SHALL COMMENCE IN THE BUILDING PRIOR TO RECEIPT OF APPROVED FIRE ALARM SHOP DRAWINGS FROM THE FIRE MARSHAL.

FIRE ALARM NOTES:

42. PLENUM RATED FIRE ALARM WIRE MAY BE RUN EXPOSED ABOVE ACCESSIBLE CEILING SPACES AND WHERE CONCEALED IN WALLS. ALL FIRE ALARM WIRING MUST BE IN 3/4" EMT CONDUIT WHERE IT IS NOT POSSIBLE TO CONCEAL IN WALLS OR CEILING SPACES.
43. SIGNAL LINE CIRCUIT IS TO BE CLASS A, NAC CIRCUIT IS TO BE CLASS B. T-TAPPING OF SLC CIRCUIT IS NOT PERMITTED.
44. INCOMING AND OUTGOING SLC WIRES ARE TO MAINTAIN A 5' SEPARATION WHERE RUNS ARE LONGER THAN 10'.
45. IN ALL AREAS WHERE MORE THAN ONE FIRE ALARM STROBE IS IN SIGHT OF EACH OTHER, THEY ARE TO BE SYNCHRONIZED TO FLASH AT THE SAME RATE AND TIME. PROVIDE A SYNCHRONIZATION MODULE.
46. IN SMALLER AREAS WHERE 15CD HORN/STROBES ARE USED, THE dB LEVEL OF THE HORN SHALL BE TURNED DOWN TO 15dB ABOVE AMBIENT NOISE LEVEL. SEE NFPA 72 TABLE A.7.4.2 FOR AVERAGE AMBIENT SOUND LEVELS.
47. FIRE ALARM SHOP DRAWINGS SHALL BE SUBMITTED TO THE LOCAL AUTHORITY HAVING JURISDICTION FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FIRE ALARM SHOP DRAWINGS SHALL BE SIGNED/SEALED BY A PROFESSIONAL FIRE PROTECTION ENGINEER REGISTERED IN THE STATE OF UTAH.
48. BRANCH CIRCUIT BREAKERS PROVIDING POWER TO FIRE ALARM SYSTEMS SHALL BE IDENTIFIED IN POWER PANELS WITH RED LABELS STATING "FIRE ALARM CIRCUIT" AS REQUIRED BY NEC 760.41(B).

ELECTRICAL SYMBOL SCHEDULE

SYMBOL	DESCRIPTION	MOUNTING	NOTES
	LIGHT FIXTURE - SURFACE OR RECESSED	SEE DRAWINGS	1
	EMERGENCY LIGHT FIXTURE - SURFACE OR RECESSED	SEE DRAWINGS	1, 2
	LIGHT FIXTURE - OPEN STRIP	SEE DRAWINGS	1
	EMERGENCY LIGHT FIXTURE - OPEN STRIP	SEE DRAWINGS	1, 2
	LIGHT FIXTURE - WALL MOUNTED	WALL	1
	EMERGENCY LIGHT FIXTURE - WALL MOUNTED	WALL	1, 2
	LIGHT FIXTURE - DOWNLIGHT	CEILING	1
	EMERGENCY LIGHT FIXTURE - DOWNLIGHT	CEILING	1, 2
	LIGHT FIXTURE - WALL WASH DOWNLIGHT	CEILING	1
	LIGHT FIXTURE - CEILING MOUNTED	CEILING	1
	LIGHT FIXTURE - PENDANT/CHANDELIER	CEILING	1
	LIGHT FIXTURE - WALL BRACKET	WALL	1
	EMERGENCY LIGHT FIXTURE - WALL BRACKET	WALL	1, 2
	LIGHT TRACK WITH FIXTURES	SURFACE	1
	EXIT FIXTURE - WALL MOUNT	WALL	1, 2, 3
	EXIT FIXTURE - CEILING MOUNT	CEILING	1, 2, 3
	EXIT FIXTURE W/ EMERGENCY HEADS - WALL MOUNT	WALL	1, 2, 3
	EXIT FIXTURE W/ EMERGENCY HEADS - CEILING MOUNT	CEILING	1, 2, 3
	DUAL HEAD EMERGENCY LIGHT FIXTURE	WALL	1, 2
	AREA LIGHT FIXTURE - POLE MOUNTED	POLE	1
	OCCUPANCY SENSOR - CEILING MOUNT	CEILING	1
	PHOTO-ELECTRIC CELL WITH RELAY	SURFACE	1
	LIGHTING RELAY/POWER PACK	SURFACE	1
	TIME CLOCK - 7 DAY	5' - 0"	
	WALL OCCUPANCY SENSOR SWITCH	4' - 0"	
	SINGLE POLE SWITCH	4' - 0"	
	DOUBLE POLE SWITCH	4' - 0"	
	THREE WAY SWITCH	4' - 0"	
	FOUR WAY SWITCH	4' - 0"	
	DIMMER SWITCH	4' - 0"	
	LOW VOLTAGE SWITCH	4' - 0"	
	THERMAL OVERLOAD SWITCH	4' - 0" UNO	
	PILOT LIGHT SWITCH	4' - 0"	
	DUPLEX OUTLET, 20A, 120VAC	1' - 6" UNO	
	DUPLEX OUTLET, 20A, 120VAC - GFCI	1' - 6" UNO	
	DUPLEX OUTLET - SPLIT WIRED	1' - 6" UNO	
	DUPLEX OUTLET - ISOLATED GROUND	1' - 6" UNO	
	DUPLEX OUTLET WITH USB PORTS	1' - 6" UNO	
	DUPLEX OUTLET - OCCUPANCY SENSOR CONTROLLED	1' - 6" UNO	
	DUPLEX OUTLET, 20A, 120VAC - CEILING	CEILING	
	DUPLEX OUTLET, 20A, 120VAC - FLOOR	FLOOR	
	FOURPLEX OUTLET, 20A, 120VAC	1' - 6" UNO	
	FOURPLEX OUTLET, 20A, 120VAC - GFCI	1' - 6" UNO	
	FOURPLEX OUTLET - ISOLATED GROUND	1' - 6" UNO	
	FOURPLEX OUTLET, 20A, 120VAC - CEILING	CEILING	
	FOURPLEX OUTLET, 20A, 120VAC - FLOOR	FLOOR	
	APPLIANCE OUTLET - 208/240V SINGLE PHASE	18" OR 48"	
	APPLIANCE OUTLET - 208/480V 3-PHASE	18" OR 48"	
	DATA OUTLET	1' - 6" UNO	
	TELEPHONE OUTLET	1' - 6" UNO	
	DUAL TELEPHONE/DATA OUTLET	1' - 6" UNO	
	DATA OUTLET - FLOOR	FLOOR	
	DUAL TELEPHONE/DATA OUTLET - FLOOR	FLOOR	
	CEILING DATA OUTLET/WIRELESS ACCESS POINT	CEILING	
	CABLE TELEVISION OUTLET	1' - 6" UNO	
	JUNCTION BOX	SURFACE	
	WALL JUNCTION BOX	1' - 6" UNO	
	FLOOR JUNCTION BOX	FLOOR	
	DISCONNECT SWITCH - NON-FUSED	5' - 0" UNO	4
	DISCONNECT SWITCH - FUSED	5' - 0" UNO	4
	DISCONNECT SWITCH - SHUNT TRIP	5' - 0" UNO	4
	COMBINATION MAGNETIC STARTER/DISCONNECT	5' - 0" UNO	
	MOTOR STARTER	5' - 0" UNO	
	CONTACTOR	5' - 0" UNO	
	MOTOR	SURFACE	
	METER - PLAN VIEW	WALL	
	PUSH BUTTON SWITCH	4' - 0"	
	EMERGENCY POWER SHUTOFF SWITCH	4' - 0"	
	PANELBOARD - SURFACE MOUNTED	6' - 6" TO TOP	
	PANELBOARD - RECESSED	6' - 6" TO TOP	
	TRANSFORMER - PLAN VIEW	PAD/FLOOR	
	TELEPHONE TERMINAL BOARD	WALL	

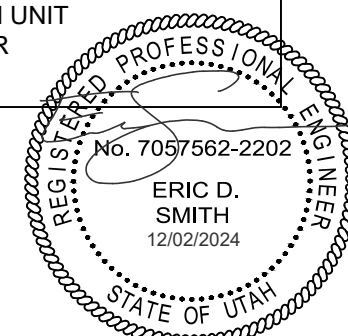
	FIRE ALARM HORN	7' - 6"	
	FIRE ALARM STROBE	7' - 6"	
	FIRE ALARM HORN STROBE	7' - 6"	
	FIRE ALARM GONG	7' - 6"	
	FIRE ALARM DUAL ACTION MANUAL PULL STATION	4' - 0"	
	FIRE ALARM ADDRESSABLE CONTROL RELAY		
	FIRE ALARM MONITOR MODULE		
	FIRE ALARM CONTROL PANEL	6' - 6" TO TOP	
	FIRE ALARM ANNUNCIATOR PANEL	4' - 0"	
	PHOTOELECTRIC SMOKE DETECTOR	SURFACE	
	RATE OF RISE/HEAT DETECTOR	SURFACE	
	CARBON MONOXIDE DETECTOR	SURFACE	
	DUCT SMOKE DETECTOR	DUCT	6
	FIRE SMOKE DAMPER		
	FIRE RISER TAMPER SWITCH		
	FIRE RISER FLOW SWITCH		
	ELECTROMAGNETIC DOOR HOLDER	2' - 0"	
	SECURITY CARD READER	4' - 0"	
	SECURITY KEYPAD	4' - 0"	
	ELECTRIC STRIKE		
	SECURITY CCTV CAMERA		
	SPEAKER - CEILING		
	SPEAKER - WALL		
	MICROPHONE CONNECTION		
	VOLUME CONTROL SWITCH	4' - 0"	
	CIRCUIT BREAKER		METER - ONE-LINE
	MLO PANEL - ONE-LINE		TRANSFORMER - ONE-LINE
	MCB PANEL - ONE-LINE		PAD MOUNT XFMR - ONE-LINE
	AUTOMATIC TRANSFER SWITCH		GROUND SLEEVE - ONE-LINE
	CT ENCLOSURE - ONE-LINE		FUSED DISCONNECT - ONE-LINE
	CURRENT TRANSFORMER		FUSED SWITCH
	OH RISER		GROUND
	KEYED NOTE TAG		CABLE/WIRE SIZE TAG
	MECH/ELEC. EQUIPMENT TAG		DETAIL/VIEW NUMBER
	OTHER EQUIPMENT TAG		DETAIL/VIEW REFERENCE TAG
			SHEET NUMBER
	WIRING / CONDUIT		UNDERGROUND/FLOOR WIRING
	CONDUIT TURNED UP		CONDUIT TURNED DOWN
	CIRCUIT HME RUN TO PANEL: # OF ARROWHEADS INDICATE # OF CIRCUITS (SEPARATE NEUTRAL PER CIRCUIT). BOTH EX. INCLUDE AN EQUIP. GROUND.		

NOTES

1. SEE LIGHT FIXTURE SCHEDULE FOR TYPE, MOUNTING, AND OTHER SPECIFICS.
2. CONNECT EMERGENCY AND/OR EXIT LIGHTS TO THE UNSWITCHED SIDE OF THE AREA LIGHTING BRANCH CIRCUIT.
3. ARROW DENOTES EXIT DIRECTION.
4. USE HEAVY DUTY FOR 480 VOLT.
5. MOUNT SWITCH AT DOOR JAM PER MANUFACTURER'S INSTRUCTIONS.
6. PROVIDE UL LISTED DEVICE TO BE USED WITH THE FIRE ALARM PANEL/SYSTEM OR PROVIDE A MONITOR MODULE TO CONNECT INTO FIRE ALARM SYSTEM.
7. PROVIDE RACEWAY WITH OUTLETS 12" ON CENTER UNO.

ABBREVIATIONS

AFCI - ARC FAULT CKT INTERRUPTER	MCC - MOTOR CONTROL CENTER
AFF - ABOVE FINISHED FLOOR	MDP - MAIN DISTRIBUTION PANEL
AFG - ABOVE FINISHED GRADE	MLO - MAIN LUGS ONLY
AIC - AMPS INTERRUPTING CAPACITY	MOCPP - MAX. OVERCURRENT PROTECTION
AL - ALUMINUM	(N) - NEW
ATS - AUTOMATIC TRANSFER SWITCH	NIC - NOT IN CONTRACT
BC - BARE COPPER	NEC - NATIONAL ELECTRICAL CODE
BFC - BELOW FINISHED CEILING	NFPA - NATIONAL FIRE PROT. ASSN.
BFG - BELOW FINISHED GRADE	NL - NIGHT LIGHT
CKT - CIRCUIT	NR - NOT REQUIRED
CND. OR C. - CONDUIT	NTS - NOT TO SCALE
CLG - INSTALLED IN CEILING	PC - PLUMBING CONTRACTOR
C.R. - CORD REEL	PH - PHASE
CT - CURRENT TRANSUDCER	PNL - PANEL
CU - COPPER	POC - POINT OF CONNECTION
(E) - EXISTING TO REMAIN	POS - POINT OF SALE
EC - ELECTRICAL CONTRACTOR	(R) - RELOCATED
EM - EMERGENCY	REC - RECEPTACLES
(F) - FUTURE	RMC - RIGID METAL CONDUIT
FACP - FIRE ALARM CONTROL PANEL	SC - SHORT CIRCUIT AMPERES
FLA - FULL LOAD AMPS	SES - SERVICE ENTRANCE SWITCHGEAR
FVNR - FULL VOLTAGE NON REVERSING	SPD - SURGE PROTECTIVE DEVICE
GC - GENERAL CONTRACTOR	TL - TWIST LOCK
GFCI - GROUND FAULT CKT INTERRUPTER	TTB - TELEPHONE TERMINAL BOARD
GND - GROUND	TR - TAMPER RESISTANT
HP - HORSEPOWER	TYP - TYPICAL
IG - ISOLATED GROUND	UNO - UNLESS NOTED OTHERWISE
KW - KILOWATTS	VA - VOLTAMPS
LCP - LIGHTING CONTROL PANEL	VIF - VERIFY IN FIELD
LTG - LIGHTING	VR - VANDAL RESISTANT
LV - LOW VOLTAGE	WP - WEATHERPROOF/NEMA 3R
MC - MECHANICAL CONTRACTOR	WU - FURNISHED WITH UNIT
MCA - MINIMUM CIRCUIT AMPS	XFMR - TRANSFORMER
MCB - MAIN CIRCUIT BREAKER	



No.	Revision	Description	Date
Client		CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84900	12/02/2024 PERMIT SET 2235
Print Date	12/02/2024		
Project Submission			
Project Number			
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Checked by	E. SMITH		

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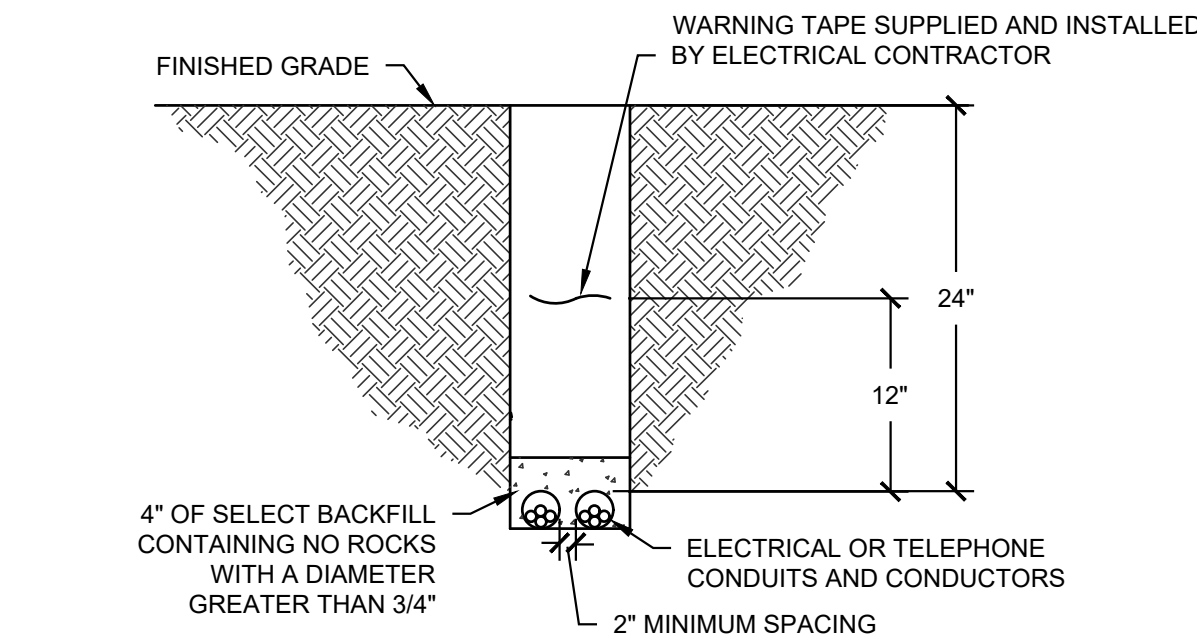
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E



NOTES:

1. ELECTRICAL SERVICE CONDUIT AND CONDUCTORS ARE TO BE PROVIDED AND INSTALLED BY THE ELECTRICAL CONTRACTOR. BURIAL DEPTH SHALL BE PER NEC TABLE 300.5
2. TELEPHONE SERVICE CONDUIT SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR. TELEPHONE SERVICE CABLING SHALL BE PROVIDED BY THE LOCAL TELEPHONE COMPANY. COORDINATE WITH LOCAL TELEPHONE COMPANY FOR ANY SPECIFIC REQUIREMENTS
3. THE QUANTITY/SIZE OF CONDUITS AND/OR CONDUCTORS SHALL BE AS CALLED OUT ON THE ELECTRICAL DRAWINGS. COORDINATE WITH THE ELECTRICAL ENGINEER.
4. WHERE TELECOMMUNICATIONS AND ELECTRICAL SHARE THE SAME TRENCH, A MINIMUM 12" CLEARANCE SHALL BE MAINTAINED BETWEEN CONDUITS.

3 UNDERGROUND CONDUIT DETAIL
E001 NO SCALE

D



1 ELECTRICAL SITE PLAN
E001 SCALE: 1" = 50'-0"

C

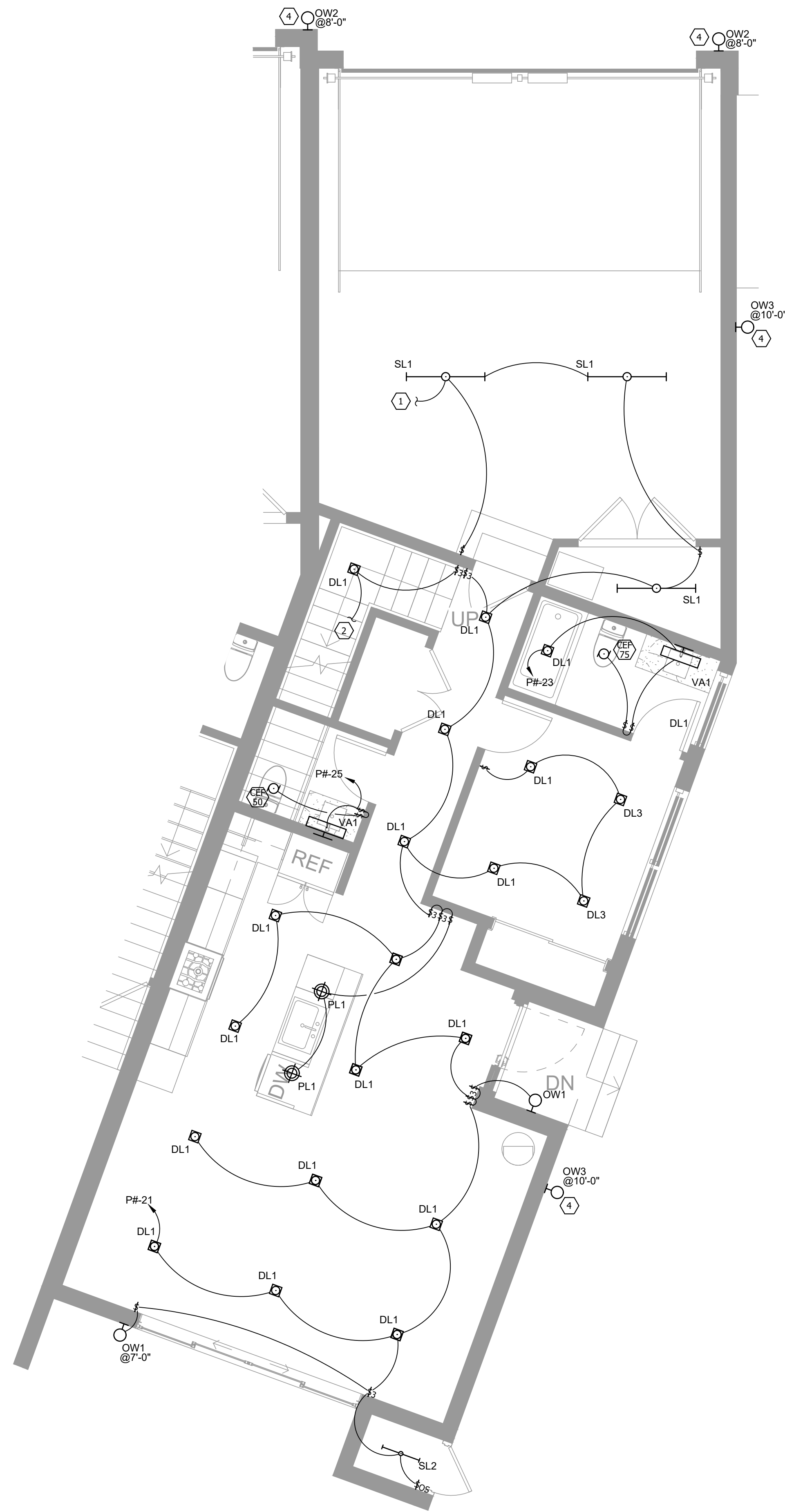
B

A

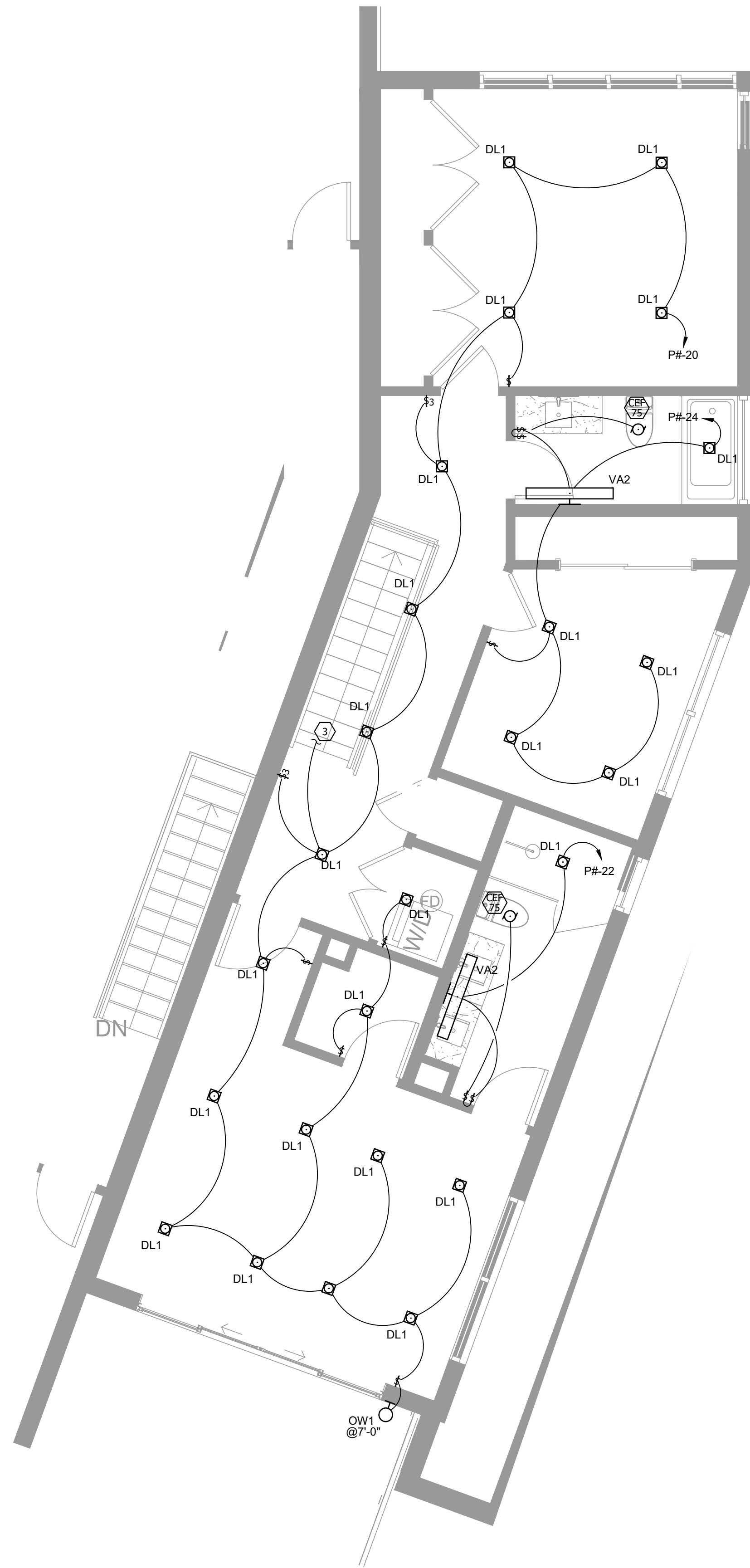
#	KEYED NOTES
1.	EXISTING UTILITY SWITCH. COORDINATE CONDUIT TIE IN WITH ROCKY MOUNTAIN POWER PRIOR TO CONSTRUCTION.
2.	PROVIDE (1) 4"C WITH PULL-STRING BURIED MIN 48" BELOW GRADE FOR UTILITY POWER LINES. PROVIDE A RED METALLIC MARKING TAPE BURIED 12" DIRECTLY ABOVE CONDUIT. COORDINATE WITH ROCKY MOUNTAIN POWER.
3.	PROVIDE (2) 4"C FROM UTILITY TRANSFORMER TO NEW METERING EQUIPMENT.
4.	COORDINATE CONNECTION TO LOCAL UTILITIES WITH RMP PRIOR TO CONSTRUCTION. STUB CONDUIT(S) TO WITHIN 5' OF EXISTING EQUIPMENT. PROVIDE ALL NECESSARY CONDUIT FOR CONDUIT CONNECTIONS.
5.	STUB (1) 4"C FROM BUILDING DEMARCATION BOX TO PROPERTY LINE FOR CONNECTION TO LOCAL TELECOM. COORDINATE WITH THE LOCAL TELECOMMUNICATIONS PROVIDER.

GENERAL NOTES
A. ALL ELECTRICAL IS TO BE BURIED IN ACCORDANCE WITH NEC TABLE 300.5 UNLESS OTHERWISE NOTED. UTILITY POWER CONDUITS SHALL BE BURIED MINIMUM 48" BELOW GRADE. UTILITY TELECOMMUNICATION CABLES ARE TO BE BURIED MINIMUM 36" BELOW GRADE.
B. ALL BURIED ELECTRICAL SHALL HAVE BURIAL TAPE BURIED 12" DIRECTLY ABOVE LINE. UTILITY CABLE BURIAL TAPE SHALL BE MAGNETIC.
C. PROVIDE A NAME PLATE ON EACH ELECTRICAL PANEL AND SERVICE DISCONNECT WITH AVAILABLE FAULT CURRENT AND THE DATE WHICH THE CALCULATIONS WERE PERFORMED (9/15/20) PER NEC 110.24.

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Landscape	GREAT BASIN ENGINEERING 5746 S 1475 E #200 South Ogden, UT 84403 jzaugg@greatbasineng.com
Client	CRANDALL CAPITAL 4001 HEARING BLVD. PARK CITY, UTAH, 84060
Print Date	12/02/2024
Project Submission	PERMIT 361
Project Number	2235
Drawn by	N. FONGER / M. SUESS
Checked by	E. SMITH

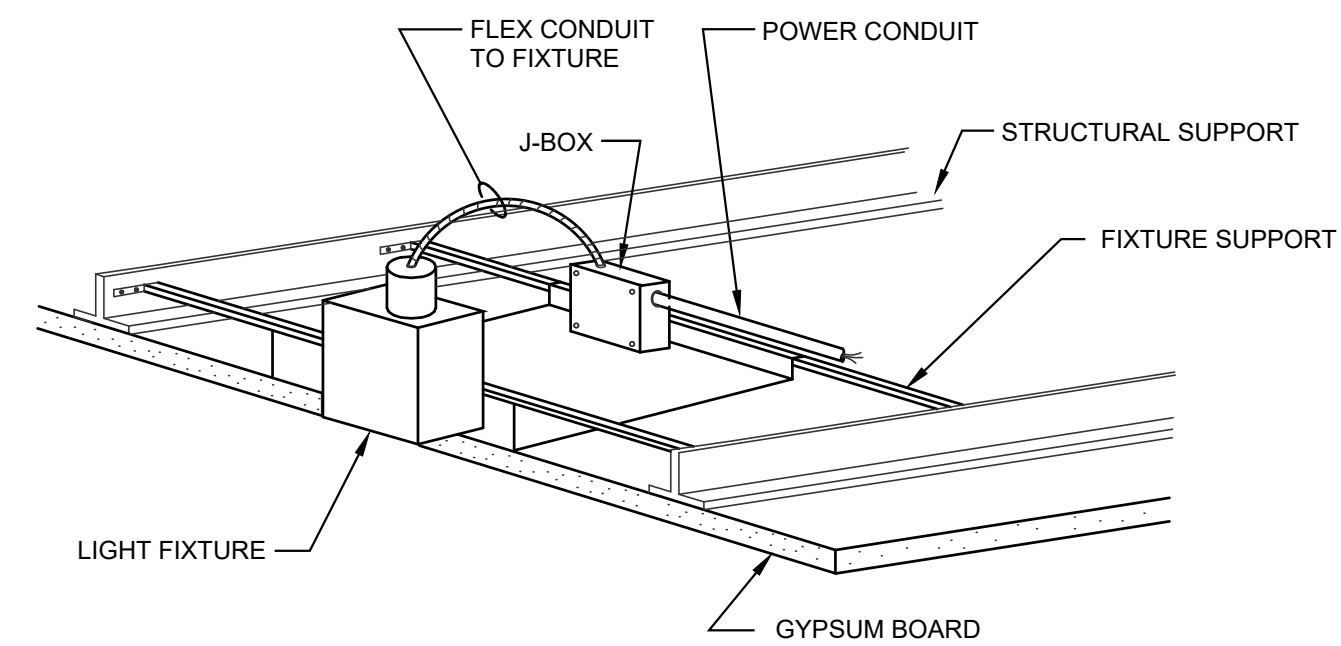


1 UNIT 100 LEVEL 1 LIGHTING PLAN
E101 SCALE: 1/4" = 1'-0"

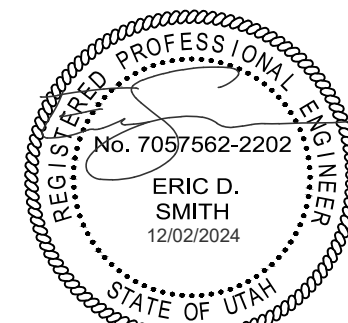


2 UNIT 100 LEVEL 2 LIGHTING PLAN
E101 SCALE: 1/4" = 1'-0"

- | | | |
|--|---|--|
|  | <h2 style="text-align: center;">KEYED NOTES</h2> | |
| <ol style="list-style-type: none"> 1. NOT USED. 2. CIRCUIT TO LIGHT FIXTURES ON LEVEL ABOVE. SEE CIRCUIT CONTINUATION ON SHEET 2/E102. 3. CIRCUIT TO LIGHT FIXTURES ON LEVEL BELOW. SEE CIRCUIT CONTINUATION ON SHEET 1/E101. 4. SEE FIXTURE CIRCUITRY AND CONTROLS ON SHEET E301. | | |
| | <h2 style="text-align: center;">GENERAL NOTES</h2> | |
| <ol style="list-style-type: none"> A. B. C. D. | <p>IT IS THE INTENT OF THE CONSTRUCTION DOCUMENTS THAT CONDUIT IS TO BE INSTALLED WITHIN WALLS AND ABOVE CEILINGS CONCEALED WHERE POSSIBLE.</p> <p>COORDINATE MOUNTING HEIGHTS OF ALL PENDANT AND WALL MOUNTED LIGHT FIXTURES WITH ARCHITECTURAL ELEVATIONS.</p> <p>ELECTRICIAN TO VERIFY FIXTURE DIMMING CONTROLS AND TO PROVIDE THE NECESSARY WIRING AND DEVICES REQUIRED FOR DIMMING OPERATION.</p> <p>EC TO CONCEAL ALL FIXTURE DRIVERS IN ACCESSIBLE CEILING SPACE OUT OF DIRECT VIEW.</p> | |



6 RECESSED DOWNLIGHT DETAIL
E101 NO SCALE



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No.	Revision Description	Date

Client

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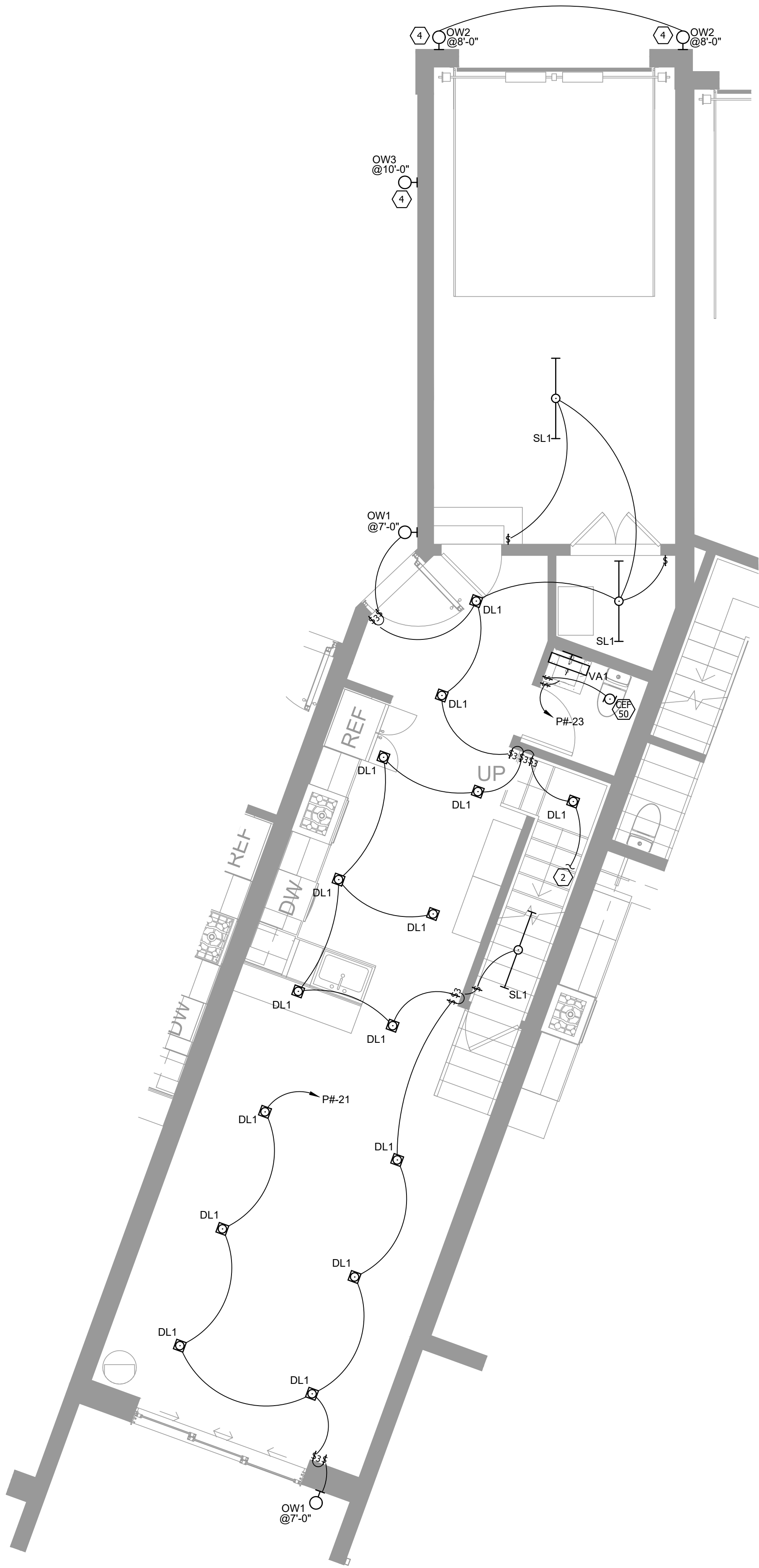
Print Date	12/02/2024
Project Submission	PERMIT SET
Project Number	223

Drawn by **N. FONGER / M. SUESS**
Checked by **E. SMITH**

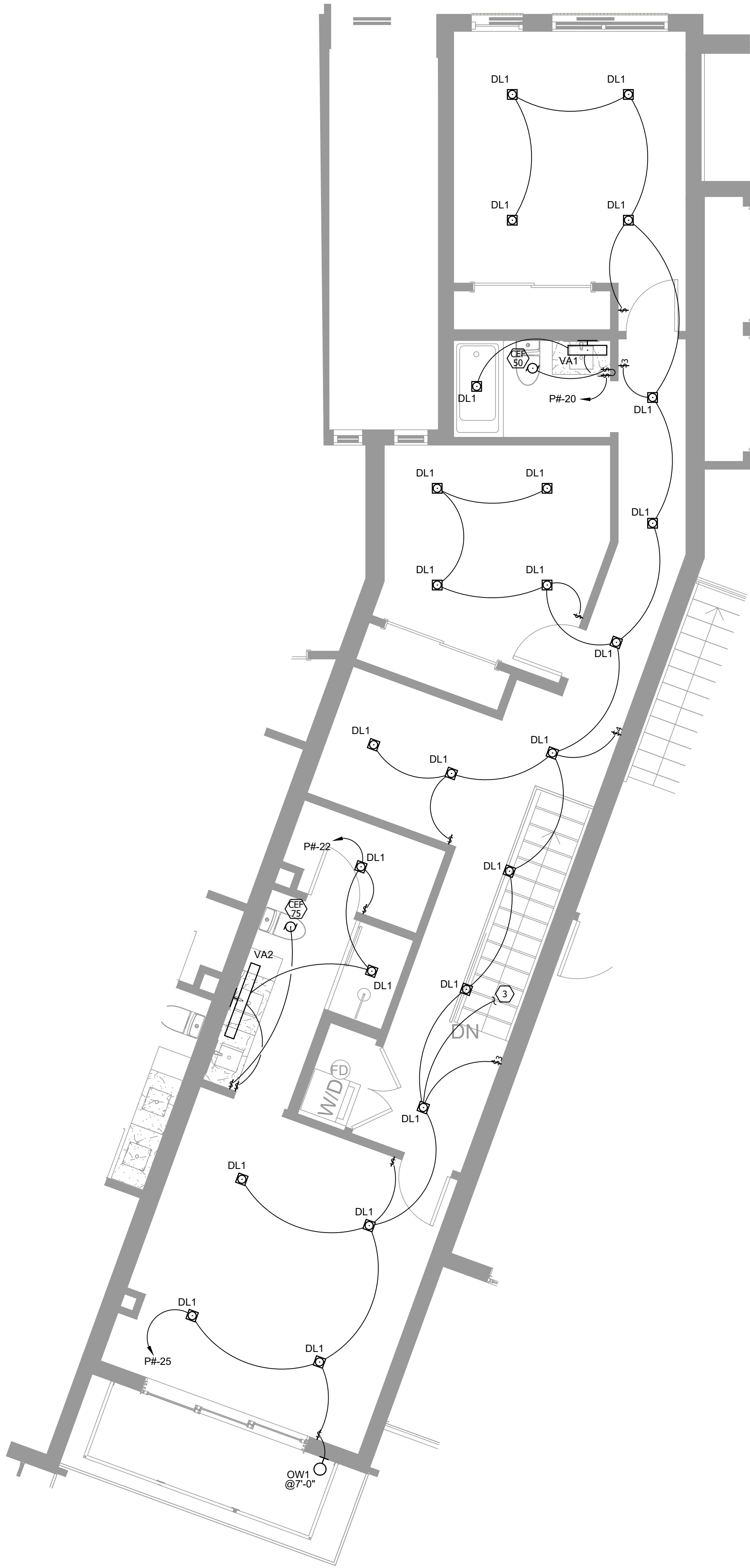
Landscape **GREAT BASIN ENGINEERING**
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#	KEYED NOTES
1.	NOT USED.
2.	CIRCUIT TO LIGHT FIXTURES ON LEVEL ABOVE. SEE CIRCUIT CONTINUATION ON SHEET 2/E102.
3.	CIRCUIT TO LIGHT FIXTURES ON LEVEL BELOW. SEE CIRCUIT CONTINUATION ON SHEET 1/E102.
4.	SEE FIXTURE CIRCUITRY AND CONTROLS ON SHEET E301.

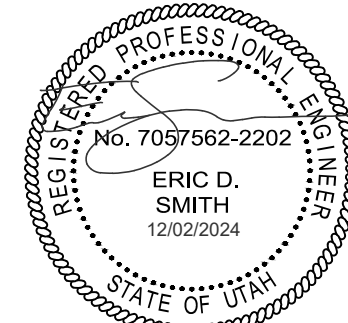
GENERAL NOTES
A. IT IS THE INTENT OF THE CONSTRUCTION DOCUMENTS THAT CONDUIT IS TO BE INSTALLED WITHIN WALLS AND ABOVE CEILINGS CONCEALED WHERE POSSIBLE.
B. COORDINATE MOUNTING HEIGHTS OF ALL PENDANT AND WALL MOUNTED LIGHT FIXTURES WITH ARCHITECTURAL ELEVATIONS.
C. ELECTRICIAN TO VERIFY FIXTURE DIMMING CONTROLS AND TO PROVIDE THE NECESSARY WIRING AND DEVICES REQUIRED FOR DIMMING OPERATION.
D. EC TO CONCEAL ALL FIXTURE DRIVERS IN ACCESSIBLE CEILING SPACE OUT OF DIRECT VIEW.



1
E102 UNIT 101 LEVEL 1 LIGHTING PLAN
SCALE: 1/4" = 1'-0"



2
E102 UNIT 101 LEVEL 2 LIGHTING PLAN
SCALE: 1/4" = 1'-0"



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No.	Revision Description	Date

Client	GRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84090
Print Date	12/02/2024
Project Submission	PERMIT SET
Project Number	2235

Drawn by	N. FONGER / M. SUESS
Checked by	E. SMITH

#

KEYED NOTES

1. NOT USED.

2. CIRCUIT TO LIGHT FIXTURES ON LEVEL ABOVE. SEE CIRCUIT CONTINUATION ON SHEET 2/E103.

3. CIRCUIT TO LIGHT FIXTURES ON LEVEL BELOW. SEE CIRCUIT CONTINUATION ON SHEET 1/E103.

4. SEE FIXTURE CIRCUITRY AND CONTROLS ON SHEET E301.

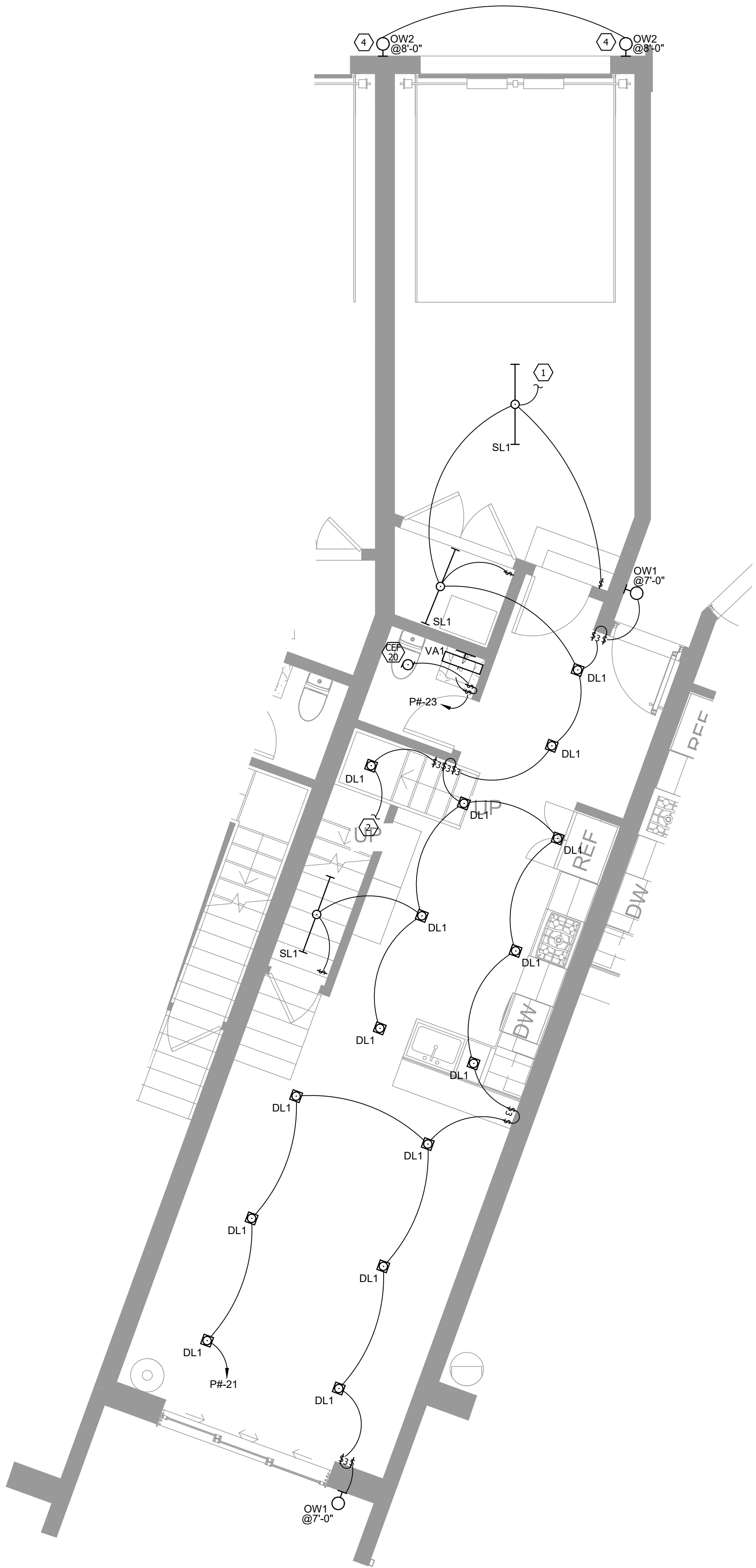
GENERAL NOTES

A. IT IS THE INTENT OF THE CONSTRUCTION DOCUMENTS THAT CONDUIT IS TO BE INSTALLED WITHIN WALLS AND ABOVE CEILINGS CONCEALED WHERE POSSIBLE.

B. COORDINATE MOUNTING HEIGHTS OF ALL PENDANT AND WALL MOUNTED LIGHT FIXTURES WITH ARCHITECTURAL ELEVATIONS

C. ELECTRICIAN TO VERIFY FIXTURE DIMMING CONTROLS AND TO PROVIDE THE NECESSARY WIRING AND DEVICES REQUIRED FOR DIMMING OPERATION.

D. EC TO CONCEAL ALL FIXTURE DRIVERS IN ACCESSIBLE CEILING SPACE OUT OF DIRECT VIEW.

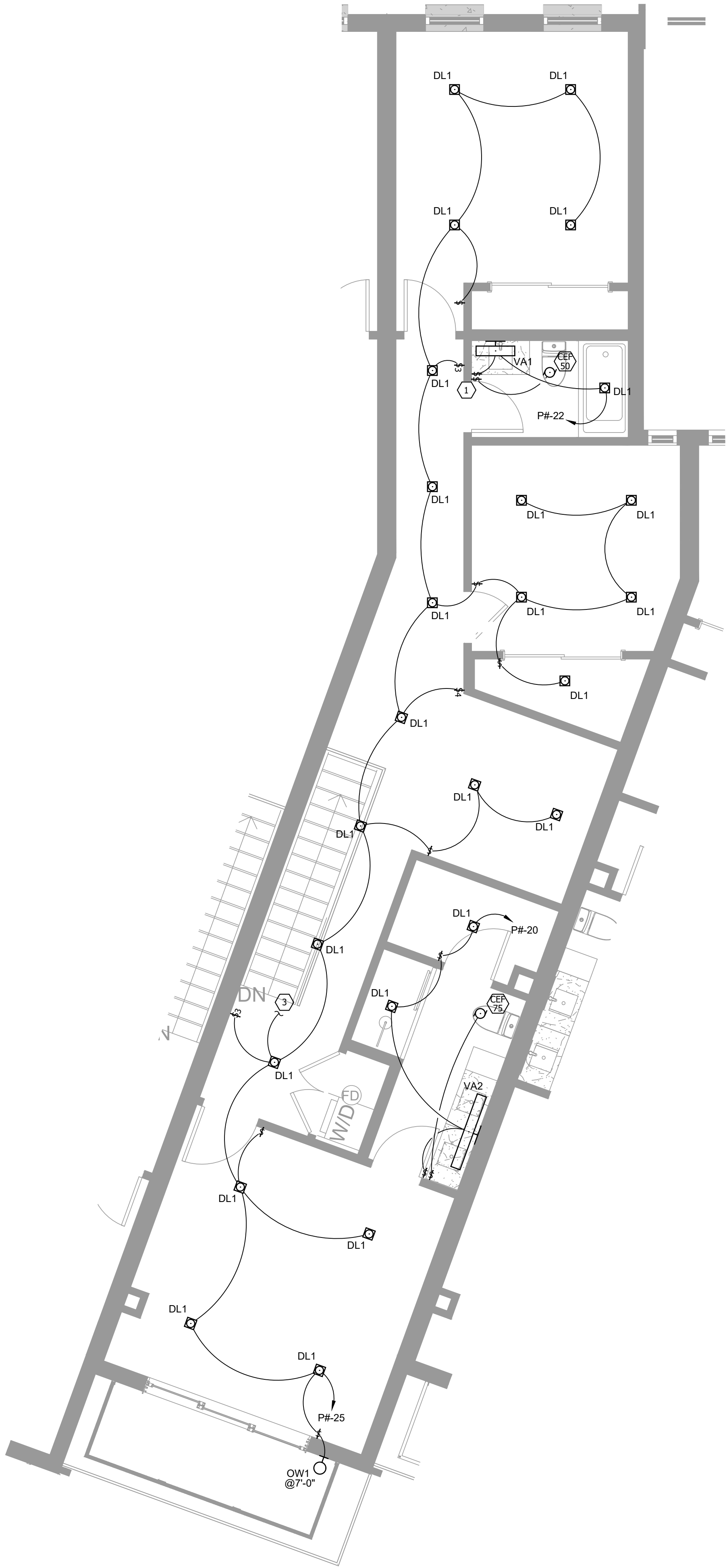


1

E103

UNIT 102 LEVEL 1 LIGHTING PLAN

SCALE: 1/4" = 1'-0"



2

E103

UNIT 102 LEVEL 2 LIGHTING PLAN

SCALE: 1/4" = 1'-0"

Professional Engineer

ERIC D. SMITH

No. 7057562-2202

12/02/2024

STATE OF UTAH

12/02/2024

PERMIT SET

2235

Drawn by

N. FONGER / M. SUESS

Checked by

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02

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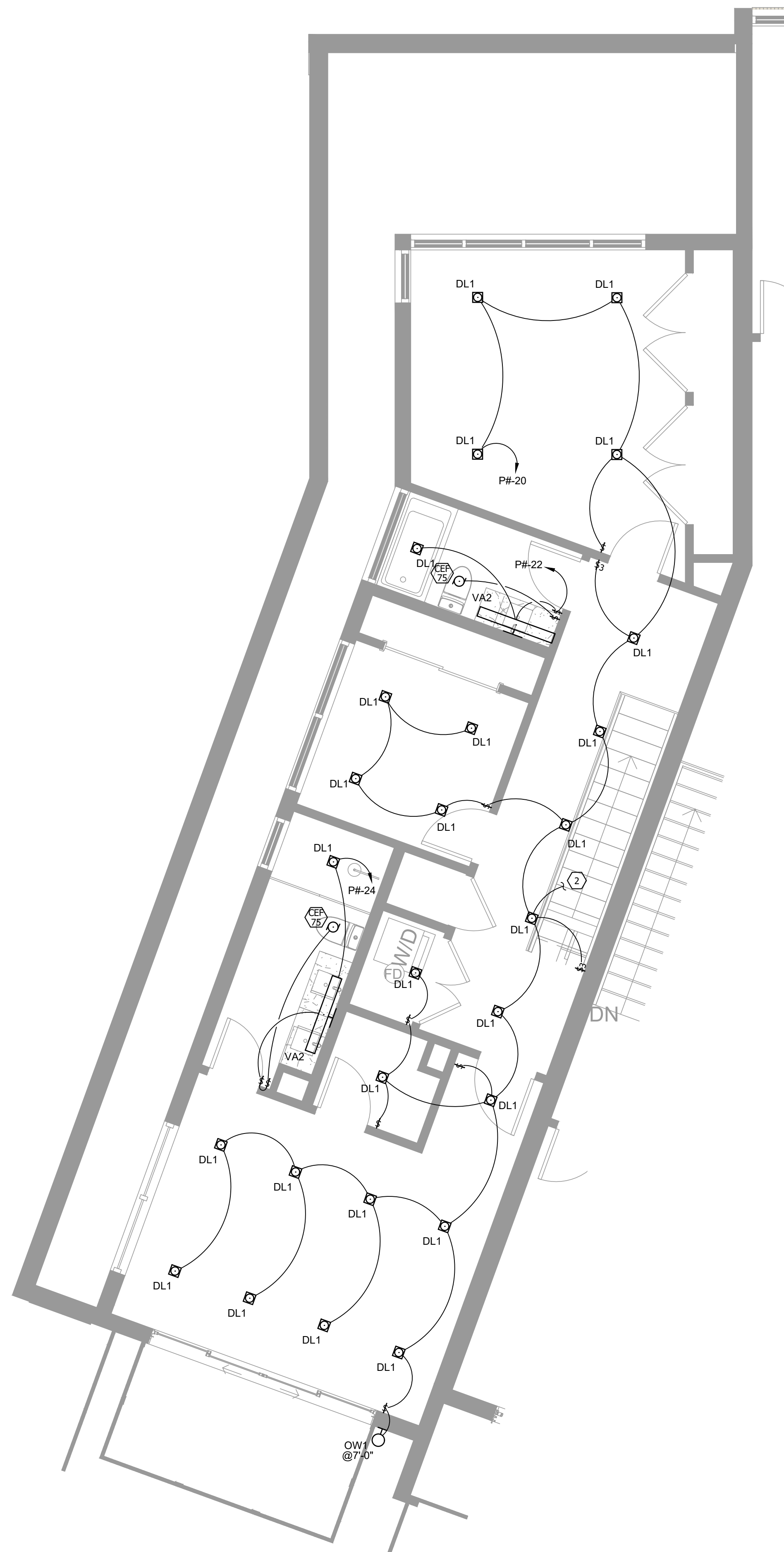
STUDIO CROSSING TOWNHOMES

E103 LIGHTING PLAN

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UNIT 109 LEVEL 1 LIGHTING PLAN

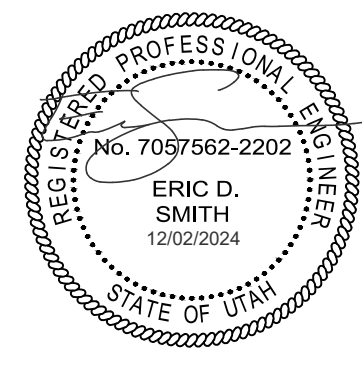


UNIT 109 LEVEL 2 LIGHTING PLAN

- |  | KEYED NOTES |
|---|---|
| 1. | NOT USED. |
| 2. | CIRCUIT TO LIGHT FIXTURES ON LEVEL ABOVE. SEE CIRCUIT CONTINUATION ON SHEET 2/E102. |
| 3. | CIRCUIT TO LIGHT FIXTURES ON LEVEL BELOW. SEE CIRCUIT CONTINUATION ON SHEET 1/E102. |
| 4. | SEE FIXTURE CIRCUITRY AND CONTROLS ON SHEET E301. |

GENERAL NOTES

- A. IT IS THE INTENT OF THE CONSTRUCTION DOCUMENTS THAT CONDUIT IS TO BE INSTALLED WITHIN WALLS AND ABOVE CEILINGS CONCEALED WHERE POSSIBLE.
- B. COORDINATE MOUNTING HEIGHTS OF ALL PENDANT AND WALL MOUNTED LIGHT FIXTURES WITH ARCHITECTURAL ELEVATIONS.
- C. ELECTRICIAN TO VERIFY FIXTURE DIMMING CONTROLS AND TO PROVIDE THE NECESSARY WIRING AND DEVICES REQUIRED FOR DIMMING OPERATION.
- D. EC TO CONCEAL ALL FIXTURE DRIVERS IN ACCESSIBLE CEILING SPACE OUT OF DIRECT VIEW.



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No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84060	
Print Date	Project Submission	12/02/2024
Project Number	PERMIT SET	2235

Drawn by **N. FONGER / M. SUESS**
Checked by **E. SMITH**

STUDIO CROSSING TOWNHOMES

E104 LIGHTING PLAN

7

KEYED NOTES

1.

REFER TO THE SITE PLAN ON SHEET E001 FOR EXACT LOCATIONS OF BUILDING METERING / EQUIPMENT.

2.

REFER TO ONE LINE DIAGRAM 1/E501.

3.

PROVIDE (1) 4" C FROM THE NEAREST TELECOMMUNICATIONS BOX TO THIS LOCATION FOR BUILDING TELECOM. SEE ELECTRICAL SITE PLAN FOR MORE INFORMATION.

4.

PROVIDE A NEMA 3 PANEL WITH A LOCKABLE COVER. THE KEY SHALL BE PROVIDED TO THE OWNER UPON PROJECT COMPLETION.

5.

PROVIDE AN INTERMATIC K4221C PHOTO CELL MOUNTED IN THE BUILDING SOFFIT ON THE BUILDING NORTH FACE FOR EXTERIOR LIGHTING CONTROL.

6.

SEE CIRCUITRY AND CONTROLS ON THE TYPICAL UNIT LIGHTING PLANS.

GENERAL NOTES

A.

CONNECT ALL EMERGENCY AND EXIT LIGHT FIXTURES TO THE UNSWITCHED SIDE OF THE LIGHTING BRANCH CIRCUIT. LIGHT FIXTURES WITH EMERGENCY DRIVERS SHALL BE NORMALLY SWITCHED WITH THE AREA LIGHTING, BUT HAVE THEIR EMERGENCY DRIVERS CONNECTED AHEAD OF THE LIGHT SWITCH OR LIGHTING CONTROL PANEL.

B.

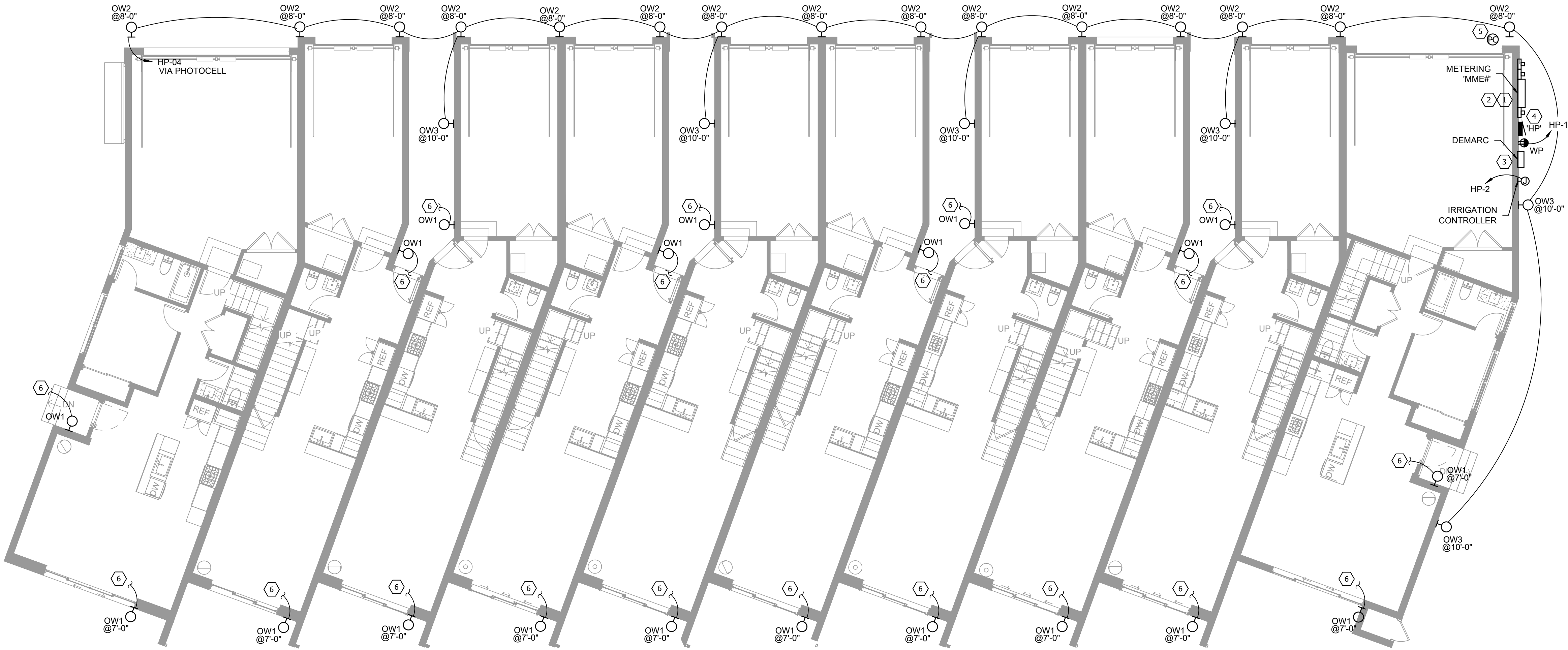
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C.

COORDINATE MOUNTING HEIGHTS OF ALL PENDANT AND WALL MOUNTED LIGHT FIXTURES WITH ARCHITECTURAL ELEVATIONS.

D.

ELECTRICIAN TO VERIFY FIXTURE DIMMING CONTROLS AND TO PROVIDE THE NECESSARY WIRING AND DEVICES REQUIRED FOR DIMMING OPERATIONS.



1

E301

OVERALL BUILDING ELECTRICAL PLAN

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

SEAL

REGISTERED PROFESSIONAL ENGINEER

ERIC D. SMITH

No. 7057562-2202

12/02/2024

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Drawn by

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E. SMITH

Print Date

12/02/2024

Project Submission

PERMIT SET

Project Number

2235

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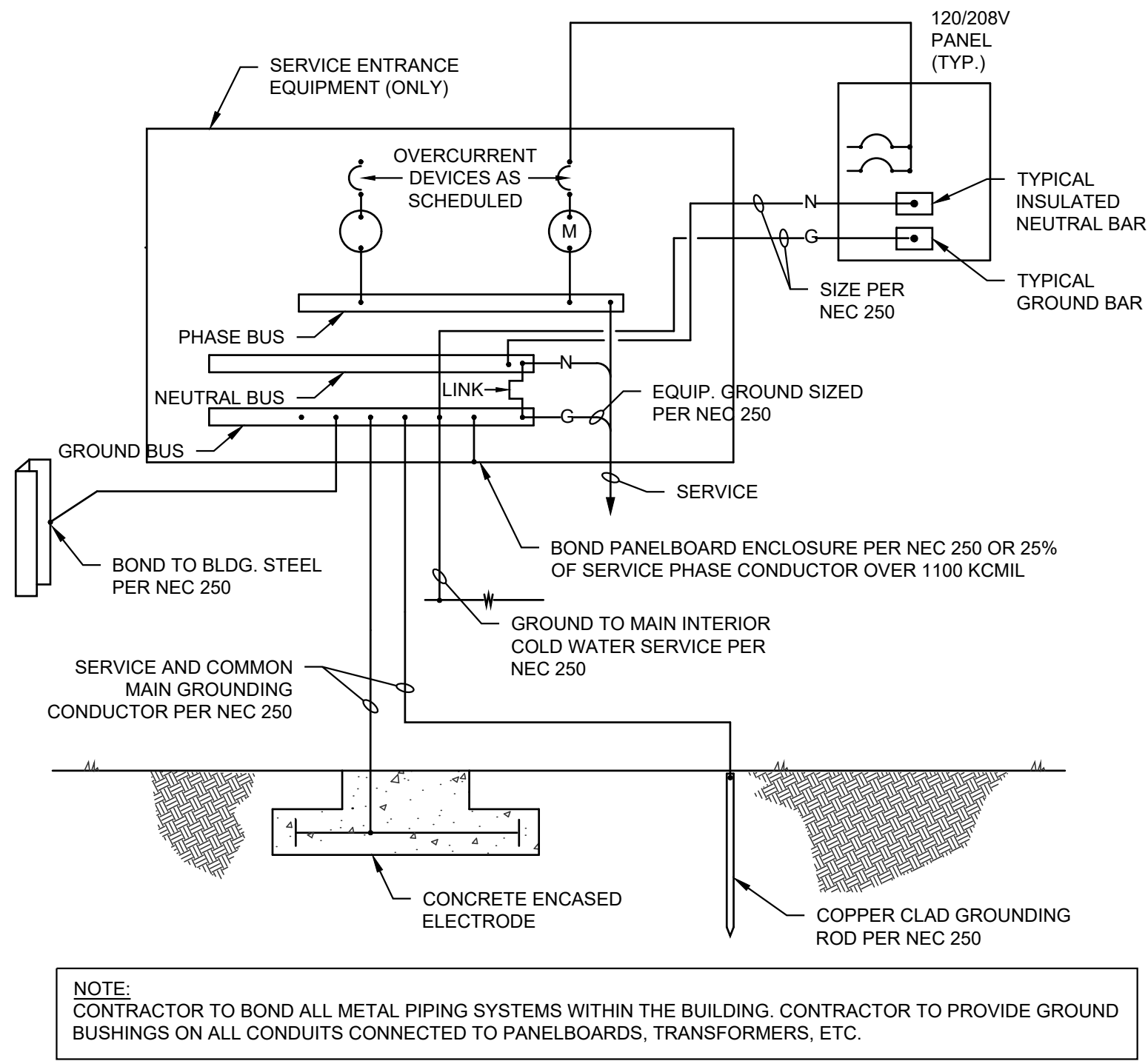
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STUDIO CROSSING TOWNHOMES
E301 BUILDING ELECTRICAL

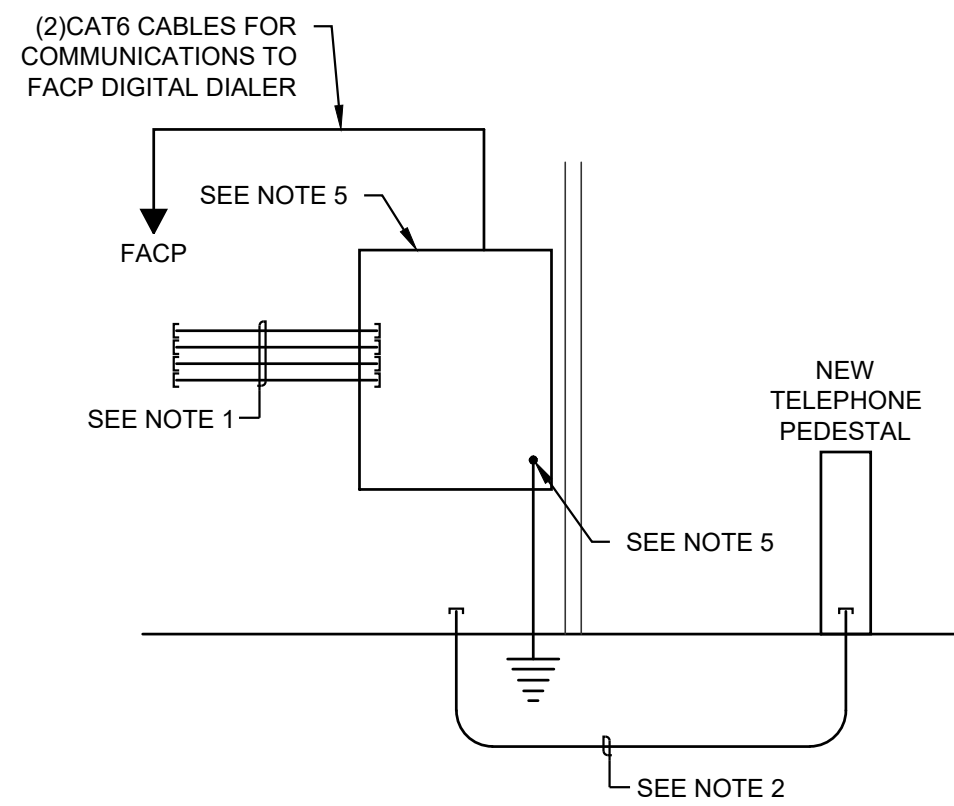
Page 34 of 478

E



NOTE:
CONTRACTOR TO BOND ALL METAL PIPING SYSTEMS WITHIN THE BUILDING. CONTRACTOR TO PROVIDE GROUND BUSHINGS ON ALL CONDUITS CONNECTED TO PANELBOARDS, TRANSFORMERS, ETC.

2 TYPICAL GROUNDING/BONDING DETAIL
E501 NO SCALE



- NOTES:
1. STUB 1" CONDUIT FROM THE TELEPHONE DEMARCATION BOX OUT INTO EACH TENANT SPACE.
 2. PROVIDE (2) 3" PVC-FOOTAGE TAPE FROM THE NEW TELEPHONE PEDESTAL LOCATION TO THE DEMARCATION BOX FOR TELEPHONE SERVICE.
 3. WHERE ELBOW AND/OR SWEEPS PENETRATE FOUNDATION OR FLOOR SLABS THE CONDUIT SHALL BE GALVANIZED RIGID CONDUIT (GRC) WRAPPED WITH CORROSION RESISTANCE TAP.
 4. DEMARCATION BOX BY TELECOMMUNICATIONS UTILITY PROVIDER.
 5. PROVIDE A #6 GREEN GROUNDING CONDUCTOR FROM THE DEMARCATION BOX TO THE BUILDING GROUNDING SYSTEM.
 6. INSTALL TWO DEDICATED TELEPHONE LINE (CAT6) CABLES FROM THE TELEPHONE TERMINAL BOARD TO THE FIRE ALARM DIALER.

3 TYPICAL TELECOM RISER DIAGRAM
E501 NO SCALE

D

Typical Meter Bank "MME#" (per Optional Calc. NEC 220.84)		
Unit 100	1 units	
Unit 200	4 units	
Unit 300	4 units	
Unit 400	1 units	
Total	10 units	
EV Charger	90000 VA	
General Lighting	50379 VA	
Small Appliance	30000 VA	
Water Heater	5000 VA	
Laundry	15000 VA	
Range	80000 VA	
Dryer	50000 VA	
HVAC	37232 VA	
	357611 VA	
39 Units Total		
Demand per NEC Table 220-84	0.43 %	
	153772.7 VA	
Apartments @ 1 ph, 120/208V	739.3 Amp	
Apartments @ 3 ph, 120/208V	426.8 Amp	
Total Meter Bank Load	153772.7 VA	
	426.8 Amps	
Size Service for 600Amps, 120/208V, 3 Phase		

KEYED NOTES

1. PROVIDE A NAME PLATE ON EACH ELECTRICAL PANEL AND SERVICE DISCONNECT WITH AVAILABLE FAULT CURRENT AND THE DATE WHICH THE CALCULATIONS WERE PERFORMED (09/10/24) PER NEC 110.24.
2. THE (2) UNIT PANELS CLOSESTS TO THE MODULAR METERBANK TO BE RATED AT 22,000 AIC. ALL OTHER UNIT PANELS TO BE RATED AT 10,000 AIC.

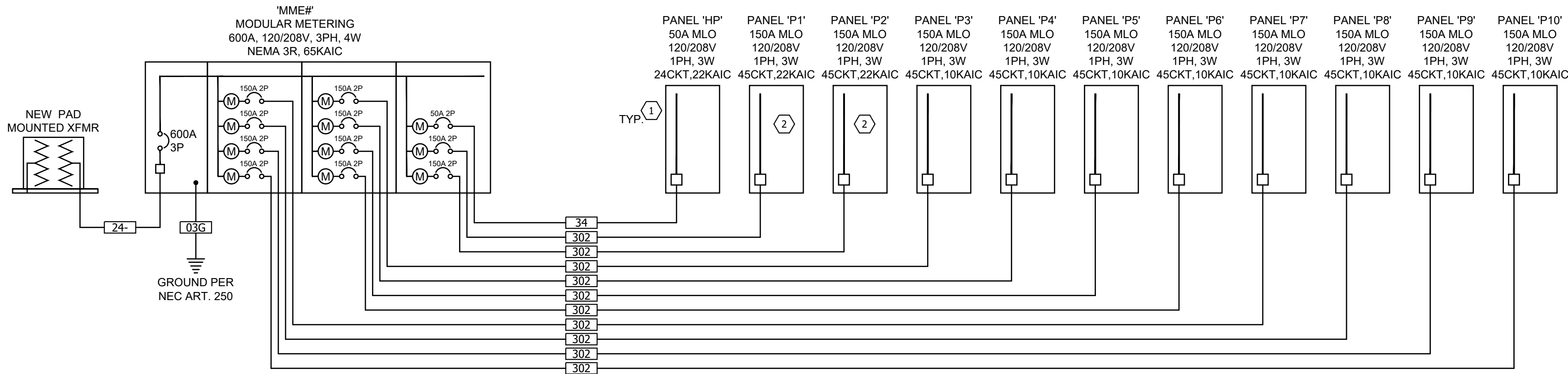
GENERAL NOTES

- A. COORDINATE MOUNTING HEIGHTS OF ALL EQUIPMENT WITH ARCHITECTURAL DRAWINGS AND MILL WORK CONTRACTOR PRIOR TO ROUGH IN.
- B. VERIFY AND COORDINATE EXACT ELECTRICAL REQUIREMENTS OF ALL EQUIPMENT WITH MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION OF EQUIPMENT.
- C. MANUFACTURER/EC TO PROVIDE AN ADD ALTERNATE PRICE TO INCLUDE AN ARC FLASH STUDY IF/WHERE A STUDY IS REQUIRED.

CONDUIT/CONDUCTOR SCHEDULE							
MARK	AMPS	CONDUIT	CU/AL	CONDUCTORS (TOTAL)			NOTES
				PHASE	NEUTRAL	GROUND	
34	50	1-1/4"	AL	(2) 4	4	8	1
302	150	2"	AL	(2) 2/0	2/0	4	1
03G	-	-	AL	-	-	3/0	2
24-	-	(2) 4"	-	-	-	-	3
NOTES: 1. CONDUCTOR INSULATIONS TO BE RATED THWN-2/THHN 90°C. 2. GROUNDING ELECTRODE CONDUCTOR TO BE BONDED TO ALL AVAILABLE GROUNDING ELECTRODES. 3. CONTRACTOR TO PROVIDE SERVICE LATERAL CONDUIT FROM THE TRANSFORMER TO THE METER. CONDUCTORS ARE TO BE PROVIDED, INSTALLED, AND TERMINATED BY RMP.							

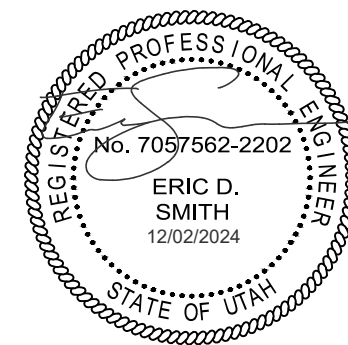
FAULT CURRENT CALCULATIONS					
208 Volt	METER	HP	P1	P2	P3
Panel	UTIL XFMR	METER	METER	METER	METER
Feed From	47640	47640	47640	47640	47640
Available Fault Current	8	34	53	77	
(L) Length to panel	P	P	P	P	
Conduit Type (P, S)	S	A	A	A	
Conductor Size	350	4	1/0	1/0	
Conductor Type (c, a)	A	A	A	A	
No of Runs	2	1	1	1	
C - from chart	16813	2346	5838	5838	
Voltage	208	208	208	208	
f	0	1.35275231	2.31031465	3.60137284	5.23218318
m	1	0.42503412	0.30208609	0.21732644	0.16045741
I s.c. at Panel	47640	20249	14391	10353	7644

C



1 TYPICAL ONE-LINE DIAGRAM
E501 NO SCALE

B



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No.	Revision Description	Date
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Client	CRANDALL CAPITAL 4001 HEARNS BLVD. PARK CITY, UTAH, 84060
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Project Number	12/02/2024 PERMIT SET 2235
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Drawn by	N. FONGER / M. SUESS
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Checked by	E. SMITH
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A

02

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E

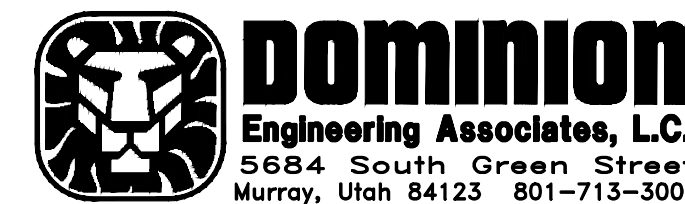
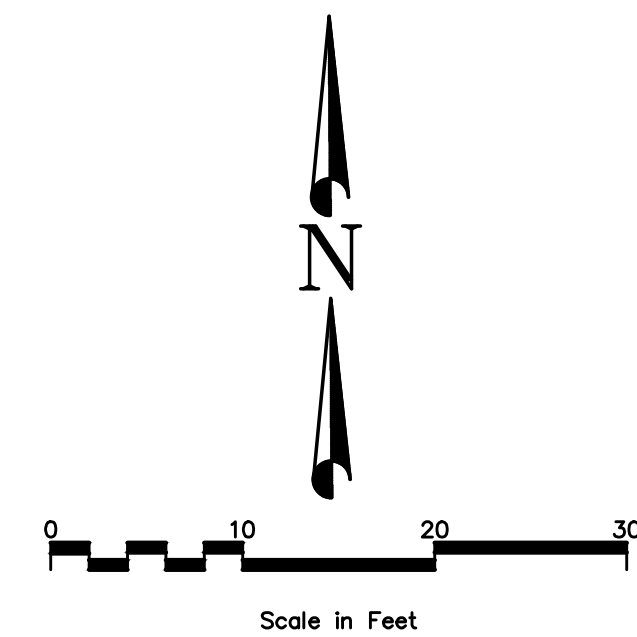
LIGHT FIXTURE SCHEDULE								
TYPE	MANUFACTURER	CATALOG NO.	VOLTAGE	LAMPING	CONTROL	MOUNTING	LOAD(VA)	DESCRIPTION
DL1	HALO	LT6069FS1EWHR	120V	LED 600 LUM 3000K	0-10V	CEILING	7.6	6" LED RESIDENTIAL DOWNLIGHT. PROVIDE WITH A HALO H99ICAT FIXTURE HOUSING
SL1	LITHONIA	CLX	MVOLT	LED 3000 LUM 3000 K	0-10V	CEILING	20.3	4' STRIP LIGHT
	METALUX	SNLED-LD5						
	DAYBRITE	FSS						
SL2	INDUSTRIAL LIGHTING PRODUCT	SS	MVOLT	LED 1500 LUM 3000 K	0-10V	CEILING	13	2' STRIP LIGHT
	LITHONIA	CLX						
	METALUX	SNLED-LD5						
VA1	DAYBRITE	FSS	MVOLT	LED 1304 LUM 3000 K	-	WALL	17.7	2' VANITY LIGHT
	INDUSTRIAL LIGHTING PRODUCT	SS						
	LITHONIA	FMWCSL						
VA2	MAXIM LIGHTING	5200	MVOLT	LED 2554 LUM 3000K	-	WALL	31.9	4' VANITY LIGHT
OW1	KICHLER	49278AZTLED	-	LED 700 LUM 3000K	-	WALL	10	7" EXTERIOR SCONCE
PL1	TBD		-	-	-	-	-	PENDANT LIGHT FIXTURE
NOTES:								
1. ALL LIGHT FIXTURES SHOWN HALF SHADED SHALL BE PROVIDED WITH AN EMERGENCY BATTERY PACK CAPABLE OF PROVIDING 90 MIN. OF EGRESS ILLUMINATION.								
2. ALL LIGHTING VALUE ENGINEERING PROVIDED FOR THIS PROJECT SHALL BE SUBMITTED TO THE ELECTRICAL ENGINEER FOR REVIEW AND APPROVAL AFTER THE PROJECT HAS BEEN BID AND AWARDED. ANY CREDITS FOR VE SHALL INCLUDE TIME TO COMPENSATE OUR OFFICE FOR ENGINEERING REVIEW AND VERIFICATION OF BRANCH CIRCUIT LOADING AND/OR ENERGY CODE COMPLIANCE. NO VE SUBMITTALS WILL BE APPROVED WITHOUT THIS PROCESS IN PLACE. VE SUBMITTALS SHALL INCLUDE PHOTOMETRIC ANALYSIS TO ENSURE NEW LIGHT FIXTURES PROVIDE COMPARABLE LIGHT LEVELS TO THOSE ORIGINALLY DESIGNED.								
3. PRIOR APPROVALS SHALL BE SUBMITTED TO OUR OFFICE NO LESS THAN 5 BUSINESS DAYS OF THE PROJECT BID DATE. ANYTHING SUBMITTED AFTER THIS TIME FRAME WILL NOT BE REVIEWED AND WILL BE CONSIDERED NON-APPROVED FOR BIDDING PURPOSES. ALL LIABILITY ASSOCIATED WITH NON-APPROVED FIXTURES THAT DO NOT MEET THE PROJECT REQUIREMENTS WILL REST SOLELY WITH THE CONTRACTOR.								

D

PANEL SCHEDULE					HP (TYPICAL BUILDING HOUSE PANEL)														
VOLT/PHASE/WIRE: 120/208V/1PH/3W					AIC RATING:					AIC					MAIN BREAKER:				
MOUNT/ENCLOSURE: SURFACE/NEMA 3R					LOCATION:					MAIN LUGS:					50A				
CKT NO	DESCRIPTION	LOAD	AMPS	POLES	A	C	POLES	AMPS	LOAD	DESCRIPTION	CKT NO								
1	REC - SERVICE	180	20	1	680				500	IRRIGATION CONTROLLER	2								
3	FACP	500	20	1		600	1	20	100	LTG- EXTERIOR GARAGE	4								
5	SPACE	0			0				0	SPACE	6								
7	SPACE	0				0			0	SPACE	8								
9	SPACE	0			0				0	SPACE	10								
11	SPACE	0							0	SPACE	12								
13	SPACE	0			0				0	SPACE	14								
15	SPACE	0				0			0	SPACE	16								
17	SPACE	0			0				0	SPACE	18								
19	SPACE	0				0			0	SPACE	20								
21	SPACE	0			0				0	SPACE	22								
23	SPACE	0				0			0	SPACE	24								
TOTALS					680		600												
TOTAL LOAD:		1,280																	
LOADS		CONTINUOUS		NON-CONTINUOUS		DEMAND FACTOR/CALCULATION				DEMAND LOAD									
EXISTING		0	0	125% x		0					0								
LIGHTING		100	0	125% x		100	+ 100% x		0	125									
RECEPTACLE		0	180	100% x		180	+ 50% x		0	180									
MOTOR		0	0	125% x		0	+ 100% x		0	0									
FIXED HEAT		0	0	100% x		0					0								
A/C		0	0	100% x		0					0								
KITCHEN EQUIP.		0	0	100 x		100					0								
MISC		0	1,000	125% X		0	+ 100% x		1000	1,000									
TOTAL DEMAND LOAD:											1,305 VA								
											5 A								
PANEL NOTES:																			
ALL OVERCURRENT PROTECTION DEVICES SHALL HAVE THE SAME AIC RATING AS THE EQUIPMENT THEY ARE LOCATED IN.																			

C

EQUIPMENT SCHEDULE																
MARK	DESCRIPTION	ELECTRICAL									STARTER	OVERCURRENT PROTECTION				
		V	PH	KW	HP	MCA	FLA	MOCP	CONDUIT SIZE	WIRE QTY.		WIRE SIZE	GND. SIZE	NEMA SIZE	DISCONNECT SIZE/POLE	FUSE SIZE
CU-101	CONDENSING UNIT	208	1			26.2		45	3/4"	2	6	10	-	60/2	45	1A
F-101	FURNACE	120	1				8.2	15	3/4"	2	12	12	-	-	-	4A
CU-102	CONDENSING UNIT	208	1			18.6		30	3/4"	2	10	10	-	30/2	30	1A
F-102	FURNACE	120	1				6.1	15	3/4"	2	12	12	-	-	-	4A
EUH-1	ELECTRIC UNIT HEATER	208	1				15	20	3/4"	2	12	12	-	30/2	-	2A
CEF-50	EXHAUST FAN	120	1	12W				20	3/4"	2	12	12	-	-	-	15A
CEF-75	EXHAUST FAN	120	1	16W				20	3/4"	2	12	12	-	-	-	15A
WH-101	GAS WATER HEATER	120	1				3.1	20	3/4"	2	12	12	-	-	-	12A
NOTE: COORDINATE FINAL EQUIPMENT CONNECTIONS WITH EQUIPMENT PROVIDER PRIOR TO ROUGH-IN. VERIFY ALL MOUNTING HEIGHTS.																
REMARKS:																
1. FUSED DISCONNECT SWITCH				10. REDUCED VOLTAGE STARTER				13. DIRECT CONNECTION								
2. NON-FUSED DISCONNECT SWITCH				11. VARIABLE FREQUENCY DRIVE				14. DUCT DETECTOR IN RETURN DUCT								
3. BREAKER IN ENCLOSURE				12. RECEPTACLE/SPECIAL PURPOSE OUTLET/ETC.				15. SWITCH WITH LIGHTS								
4. THERMAL OVERLOAD SWITCH																
5. TOGGLE SWITCH																
6. MAGNETIC STARTER				A. FURNISHED, INSTALLED AND CONNECTED UNDER DIVISION 26												
7. MAGNETIC STARTER/NON-FUSED DISCONNECT SWITCH				B. FURNISHED AND INSTALLED UNDER ANOTHER DIVISION REQUIRING CONNECTION UNDER DIVISION 26												
8. MAGNETIC STARTER/FUSED DISCONNECT COMBINATION				C. FURNISHED UNDER ANOTHER DIVISION BUT INSTALLED AND CONNECTED UNDER DIVISION 26												
9. MAGNETIC STARTER/BREAKER COMBINATION				D. FURNISHED, INSTALLED, AND CONNECTED UNDER ANOTHER DIVISION												
				E. FURNISHED AND INSTALLED UNDER DIVISION 26 REQUIRING CONNECTION UNDER ANOTHER DIVISION												

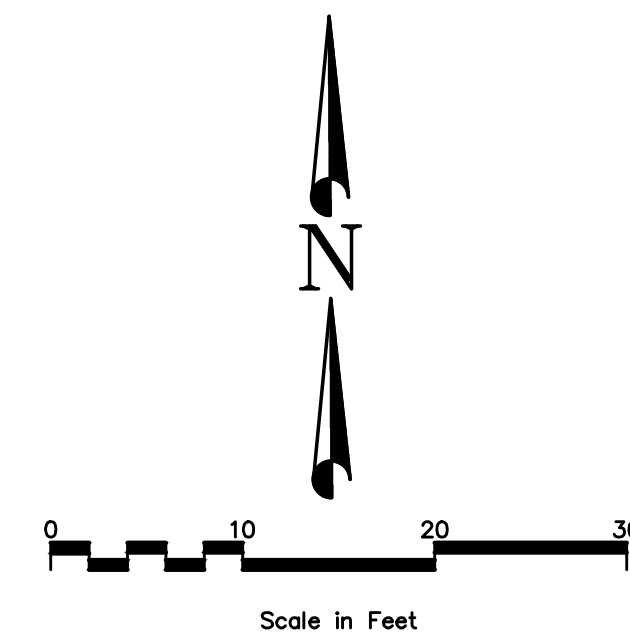


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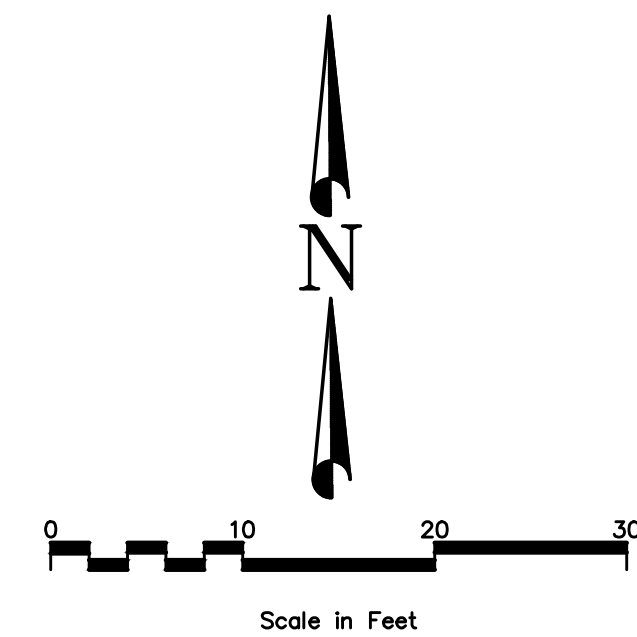
No.	Revision Description	Date	
			Architect MODERN OUT WEST 380 West 400th Salt Lake City, UT 84103 twentymodernoutwest.com
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Project Submission	Project Status		
Project number	21xx		
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STUDIO CROSSINGS
C2.1 TOWNHOME GROUP A: GRADING PLAN



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STUDIO CROSSINGS
C23 TOWNHOME GROUP B: GRADING PLAN



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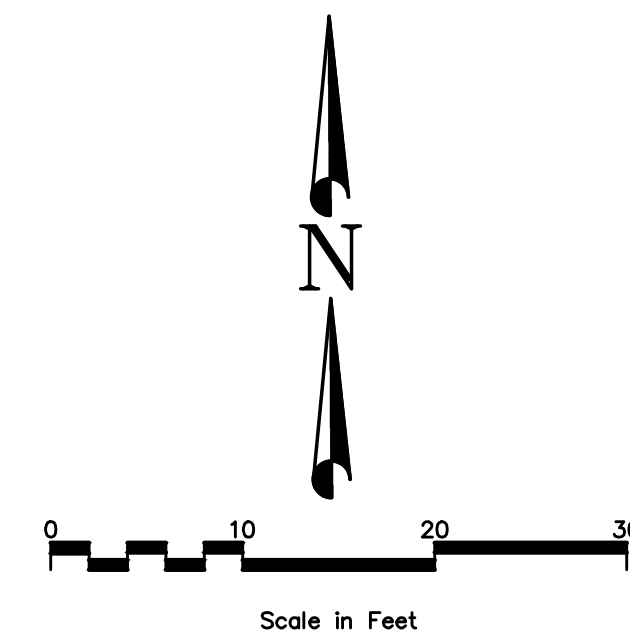
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STUDIO CROSSINGS
C2.5 TOWNHOME GROUP C: GRADING PLAN



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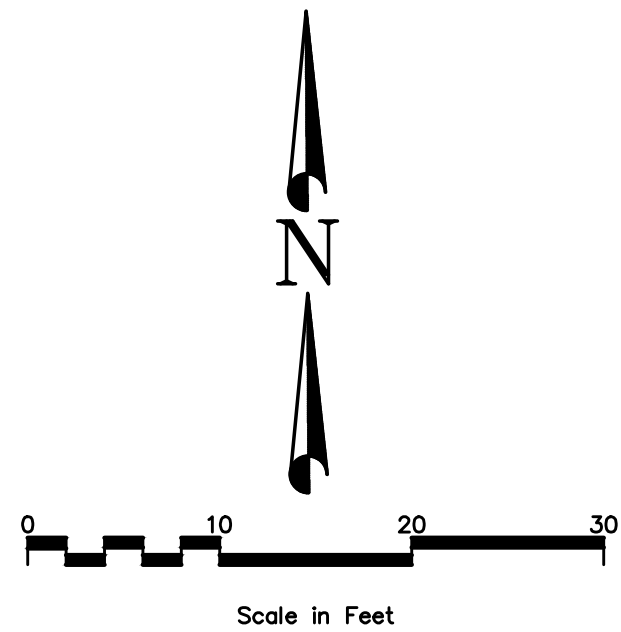
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STUDIO CROSSINGS
C2.7 TOWNHOME GROUP D: GRADING PLAN



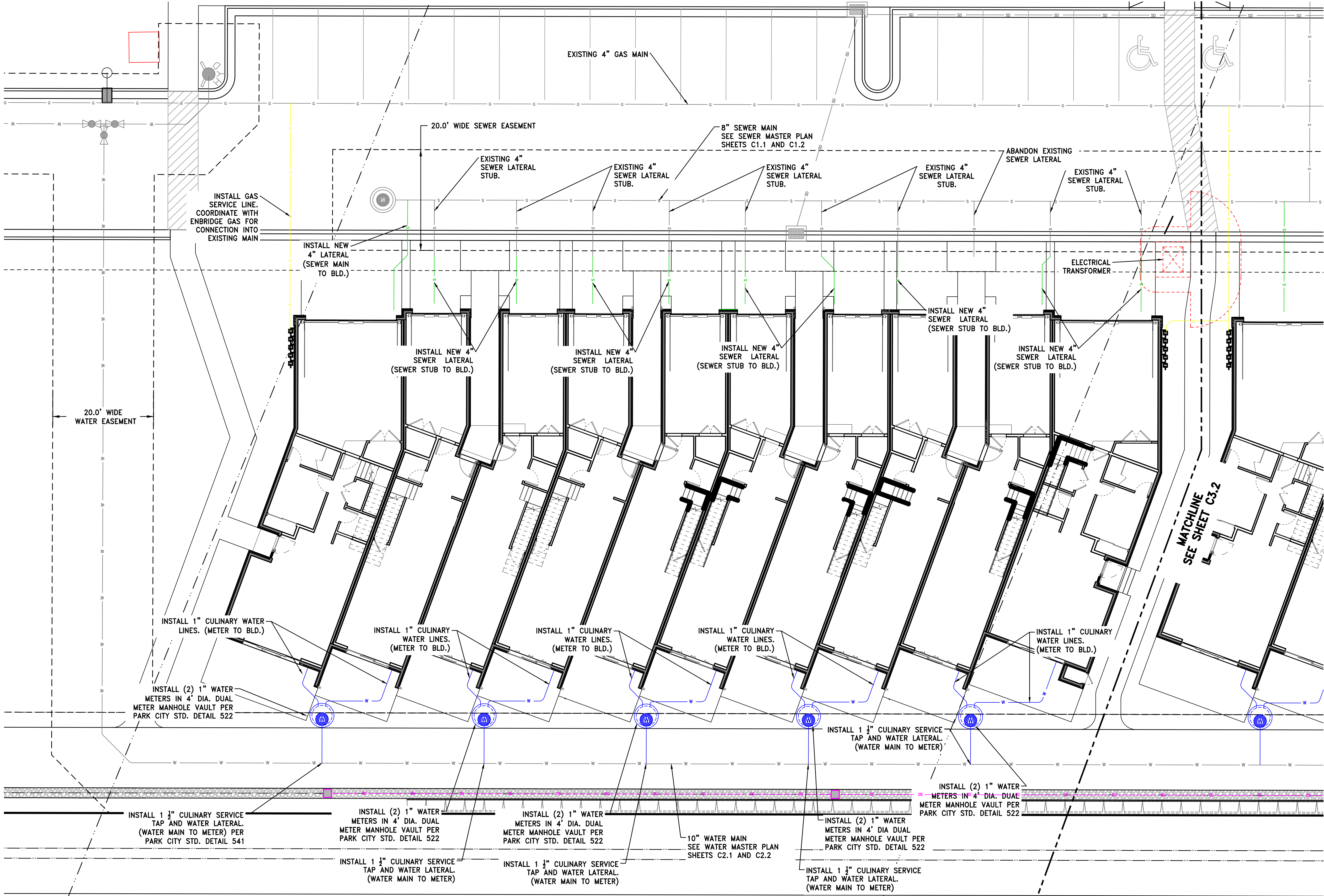
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Electrical	RMCE 2335W 12600S Riverton, UT 84065 erin@rmce.com

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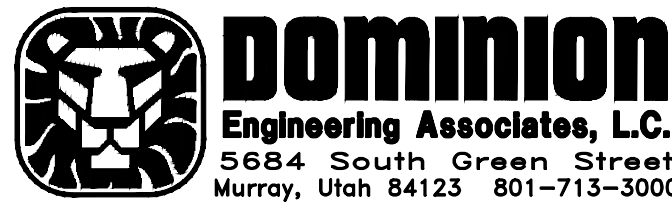
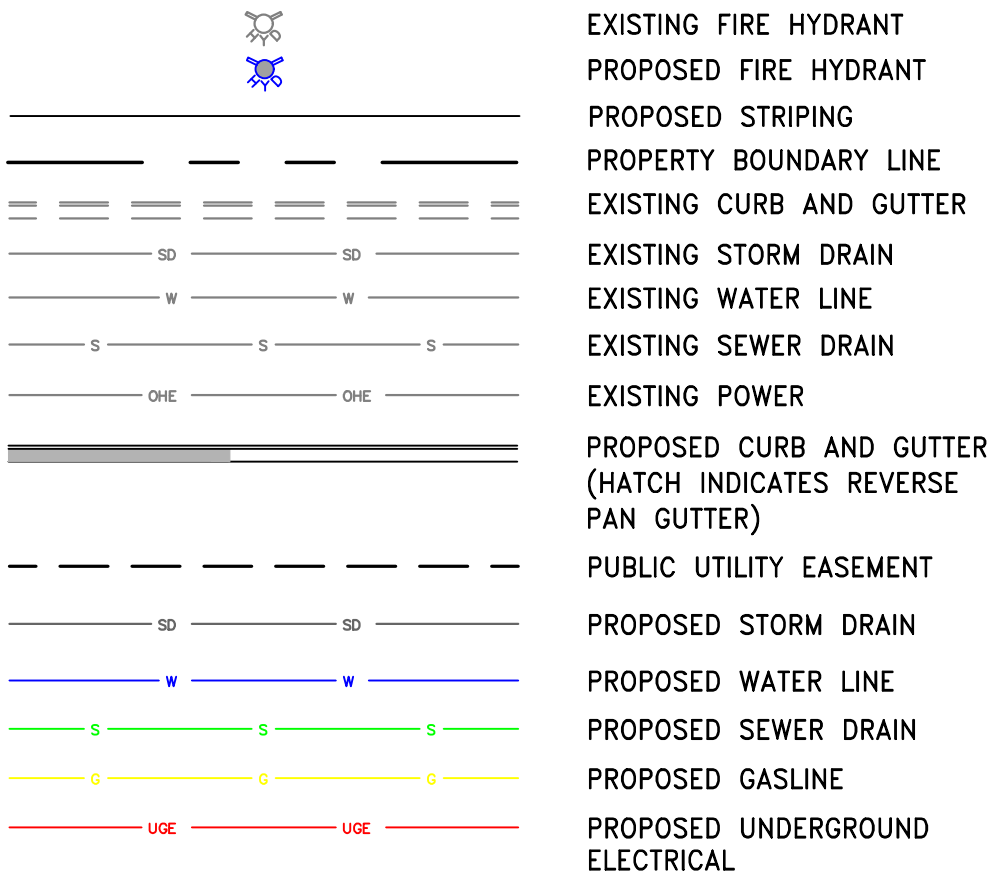
C2.9 TOWNHOME GROUP E: GRADING PLAN



UTILITY PLAN GENERAL NOTES

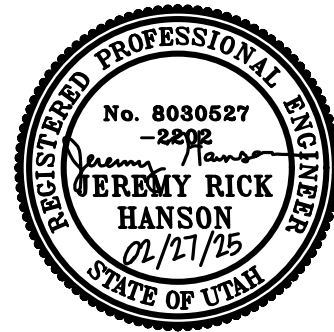
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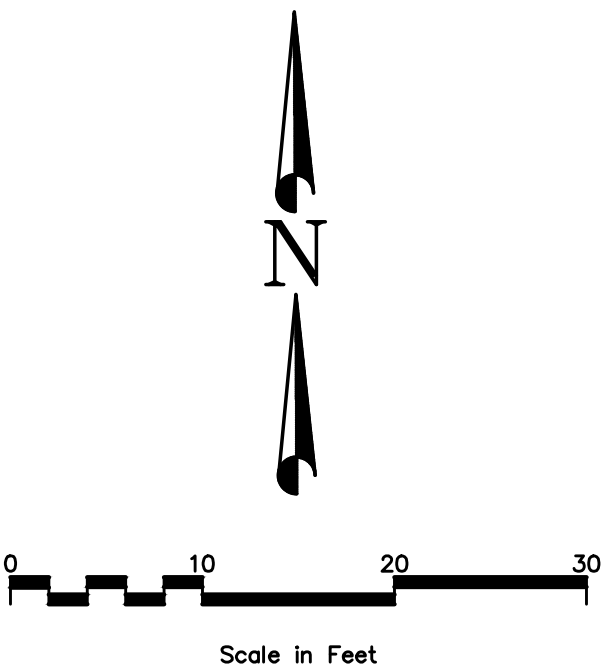
Client
CRANDALL CAPITAL
4901 KEARNS BLVD.
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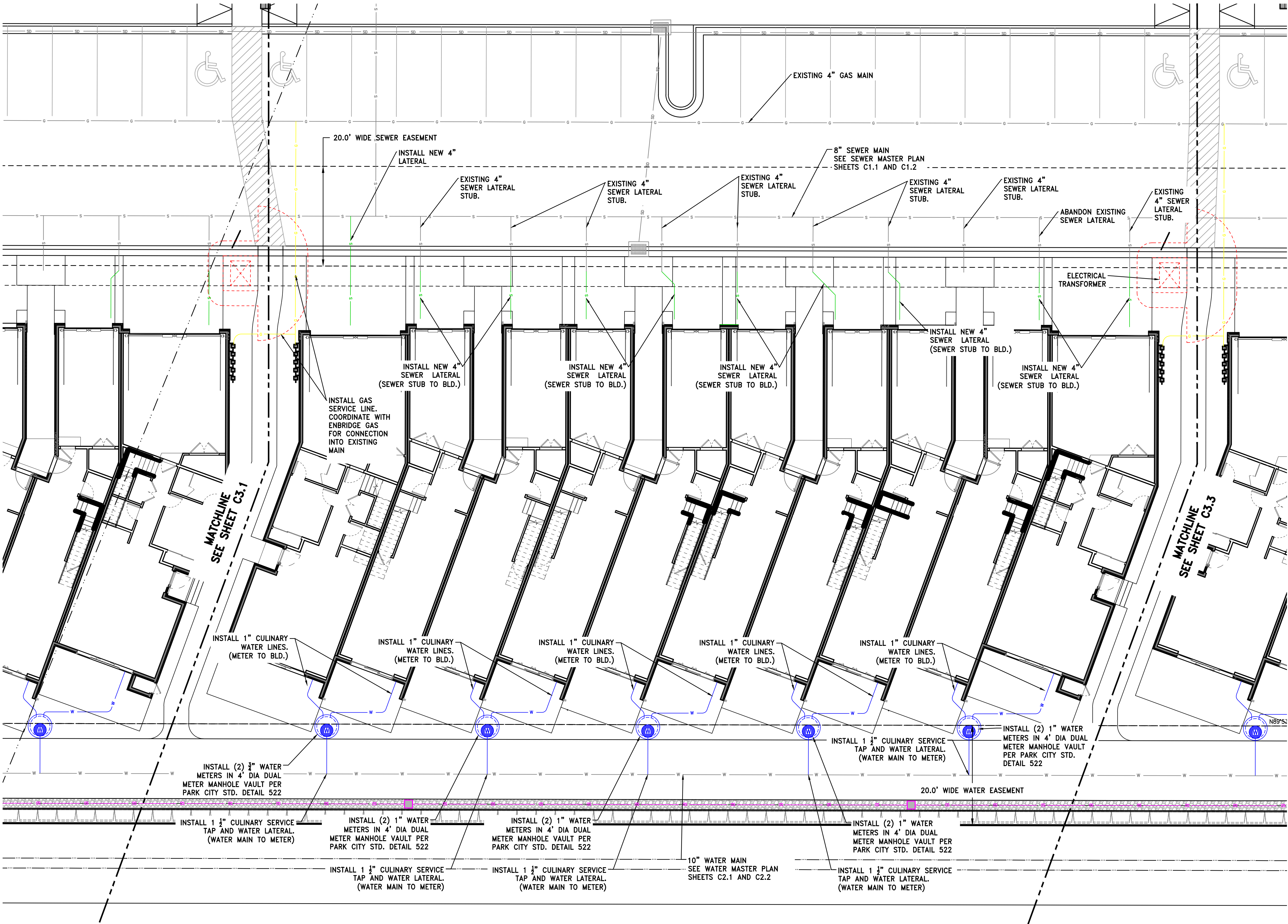
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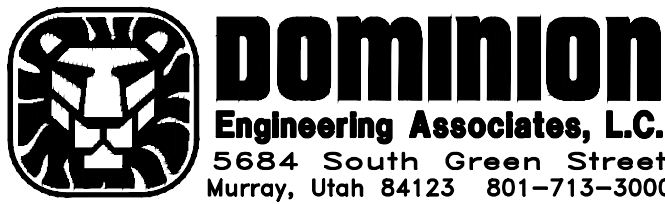
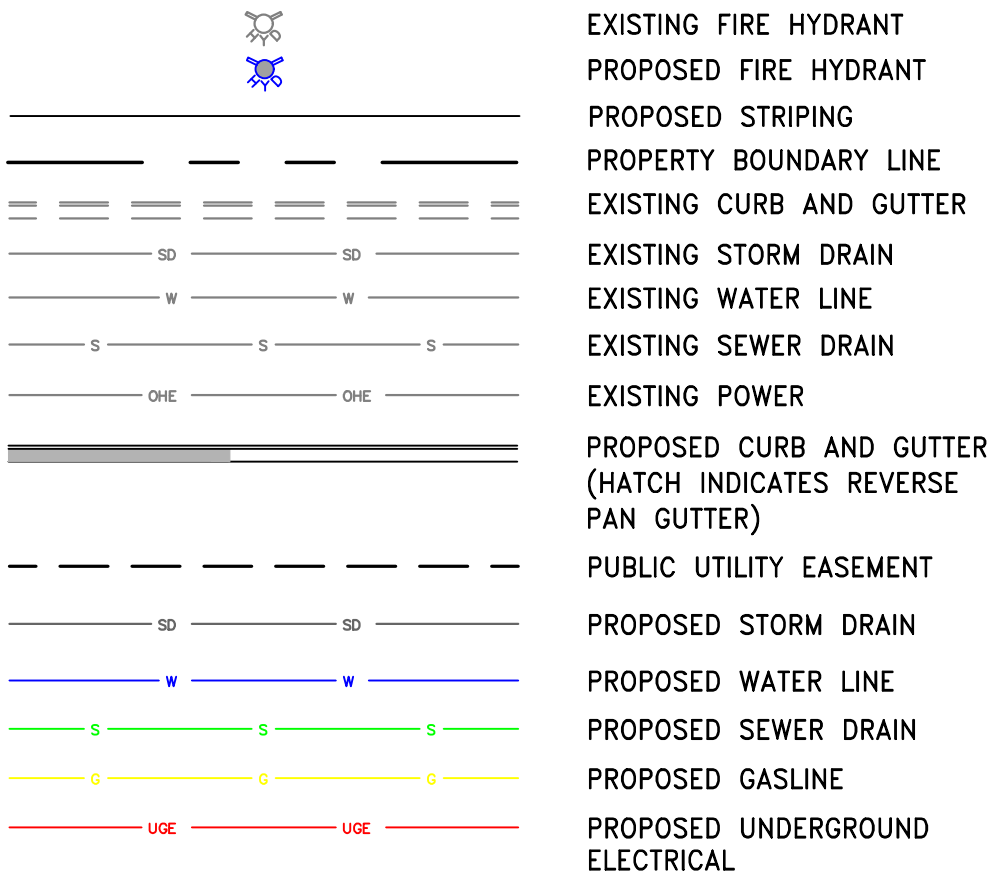




UTILITY PLAN GENERAL NOTES

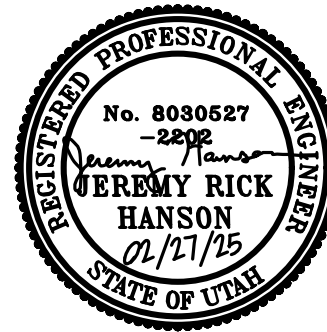
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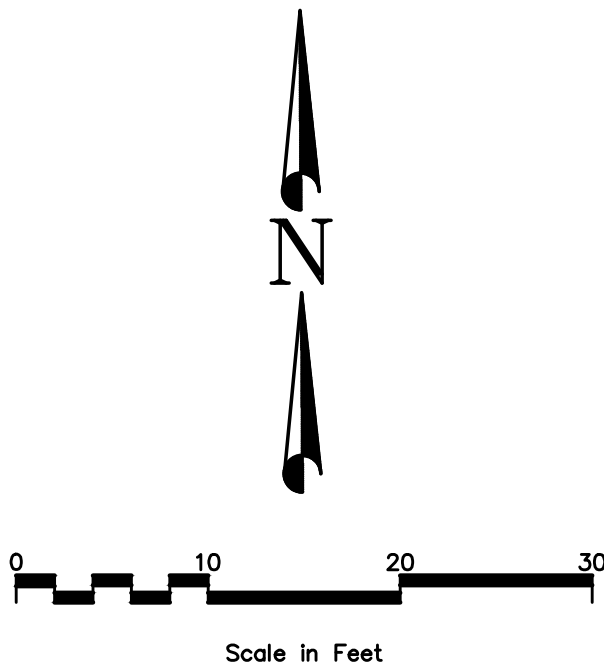
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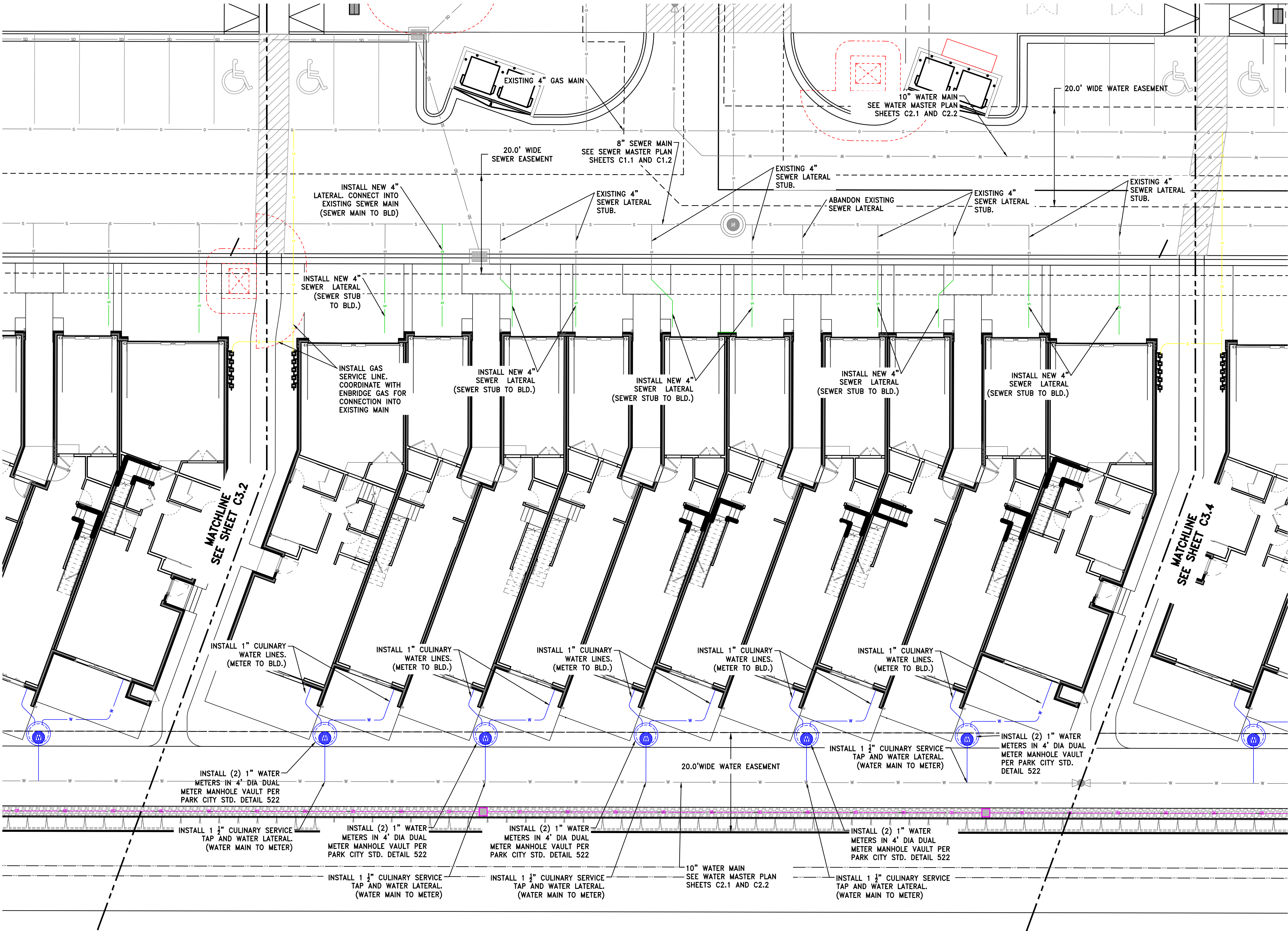
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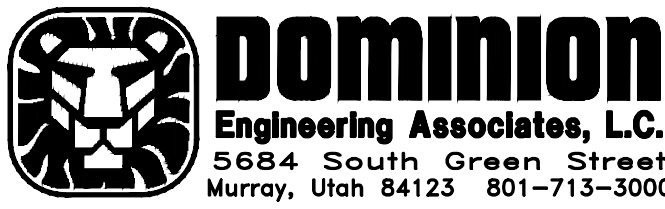


UTILITY PLAN GENERAL NOTES

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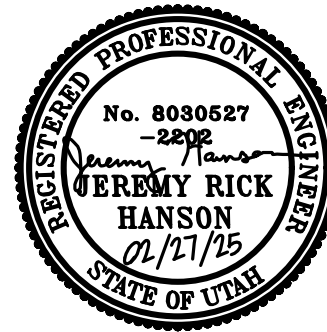
LEGEND

	EXISTING FIRE HYDRANT
	PROPOSED FIRE HYDRANT
	PROPOSED STRIPING
	PROPERTY BOUNDARY LINE
	EXISTING CURB AND GUTTER
	EXISTING STORM DRAIN
	EXISTING WATER LINE
	EXISTING SEWER DRAIN
	EXISTING POWER
	PROPOSED CURB AND GUTTER (HATCH INDICATES REVERSE PAN GUTTER)
	PUBLIC UTILITY EASEMENT
	PROPOSED STORM DRAIN
	PROPOSED WATER LINE
	PROPOSED SEWER DRAIN
	PROPOSED GASLINE
	PROPOSED UNDERGROUND ELECTRICAL



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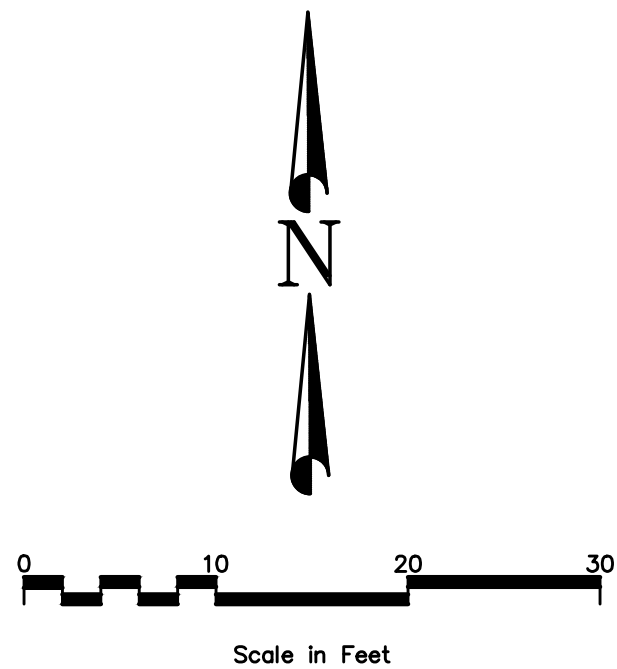
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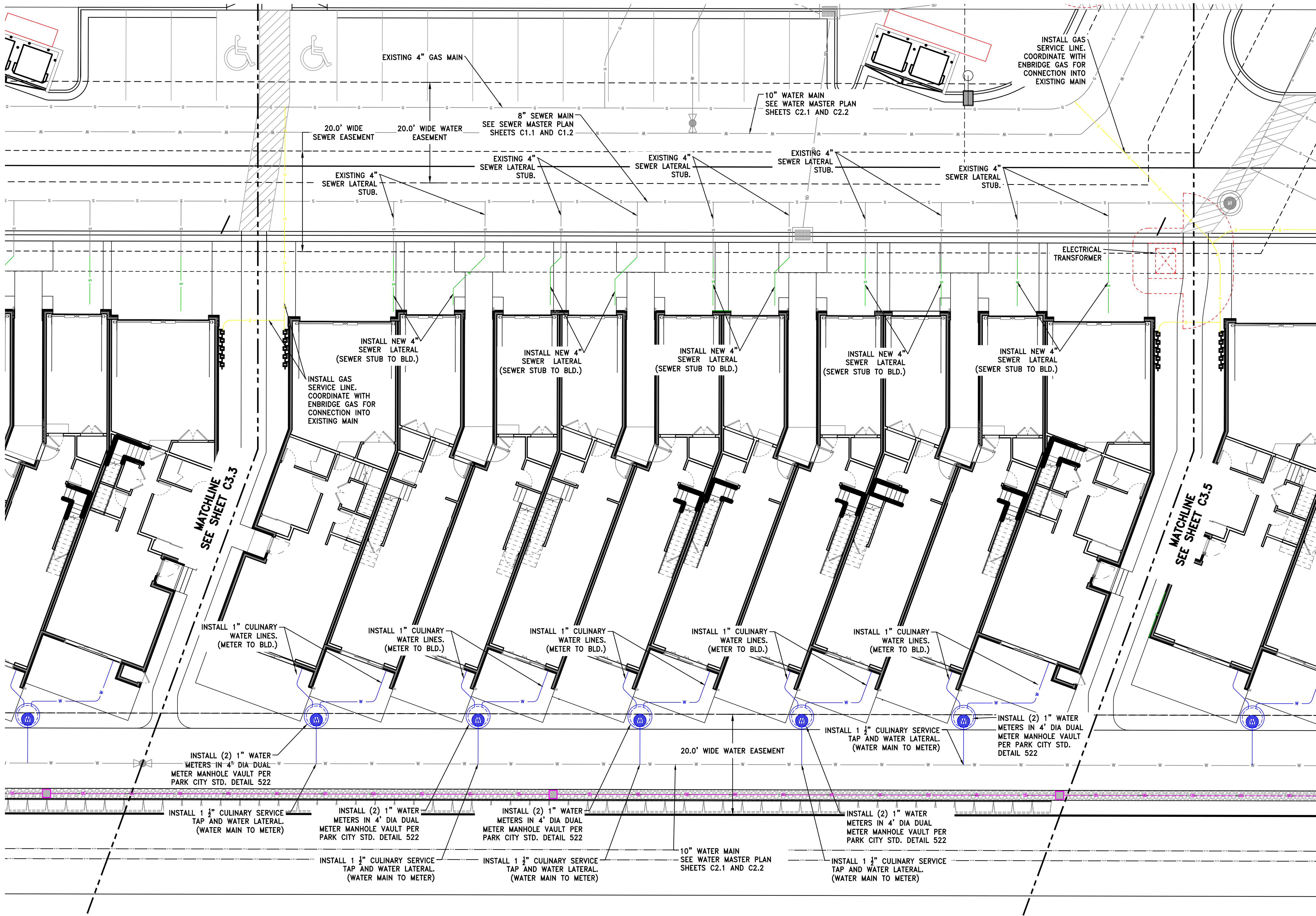
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Print Date
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Checked by

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Project Status
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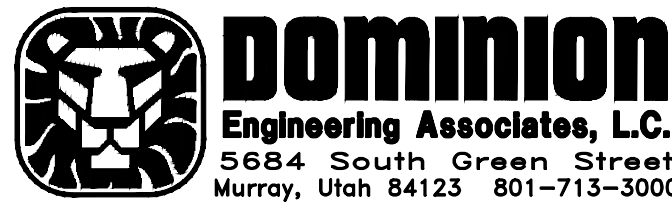
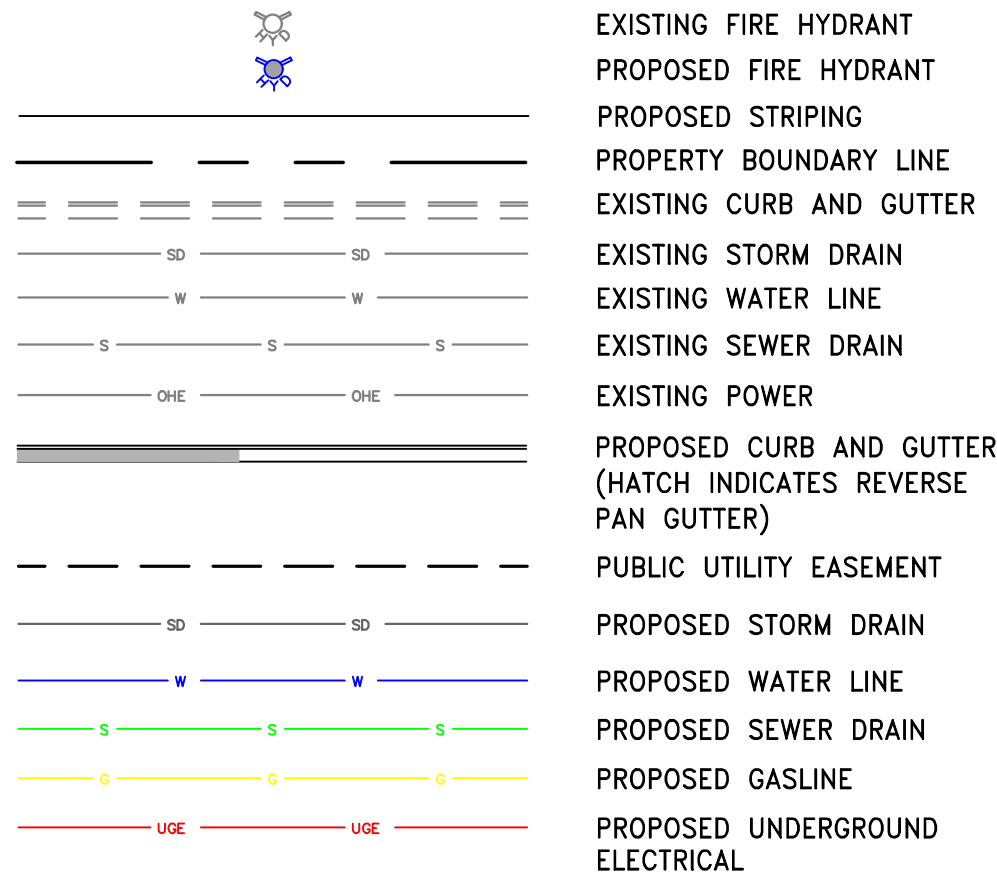




UTILITY PLAN GENERAL NOTES

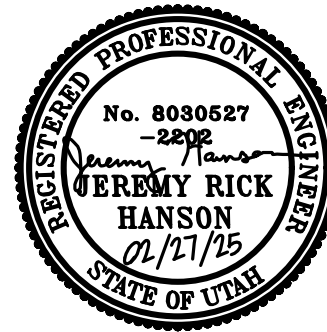
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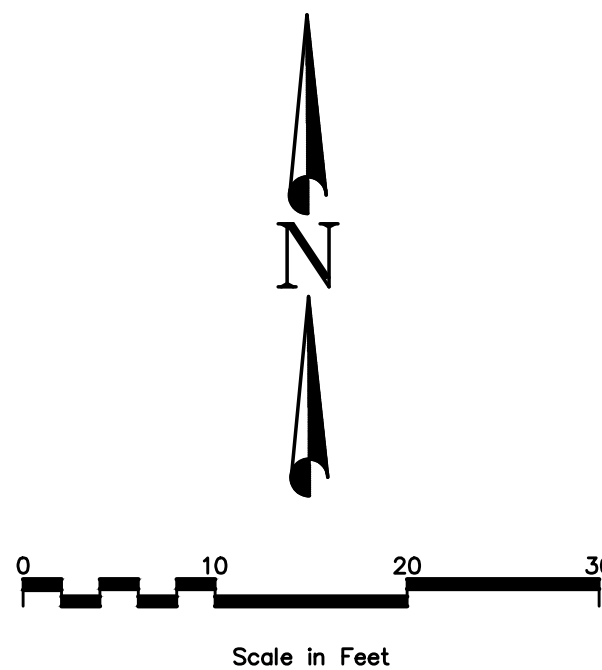
No.	Revision Description	Date
Client	CRANDALL CAPITAL 4901 KEARNS BLVD. PARK CITY, UTAH	
Print Date	27 February, 2025	
Project Submission	Project Status	
Project number	21xx	
Drawn by	A. HORNE	
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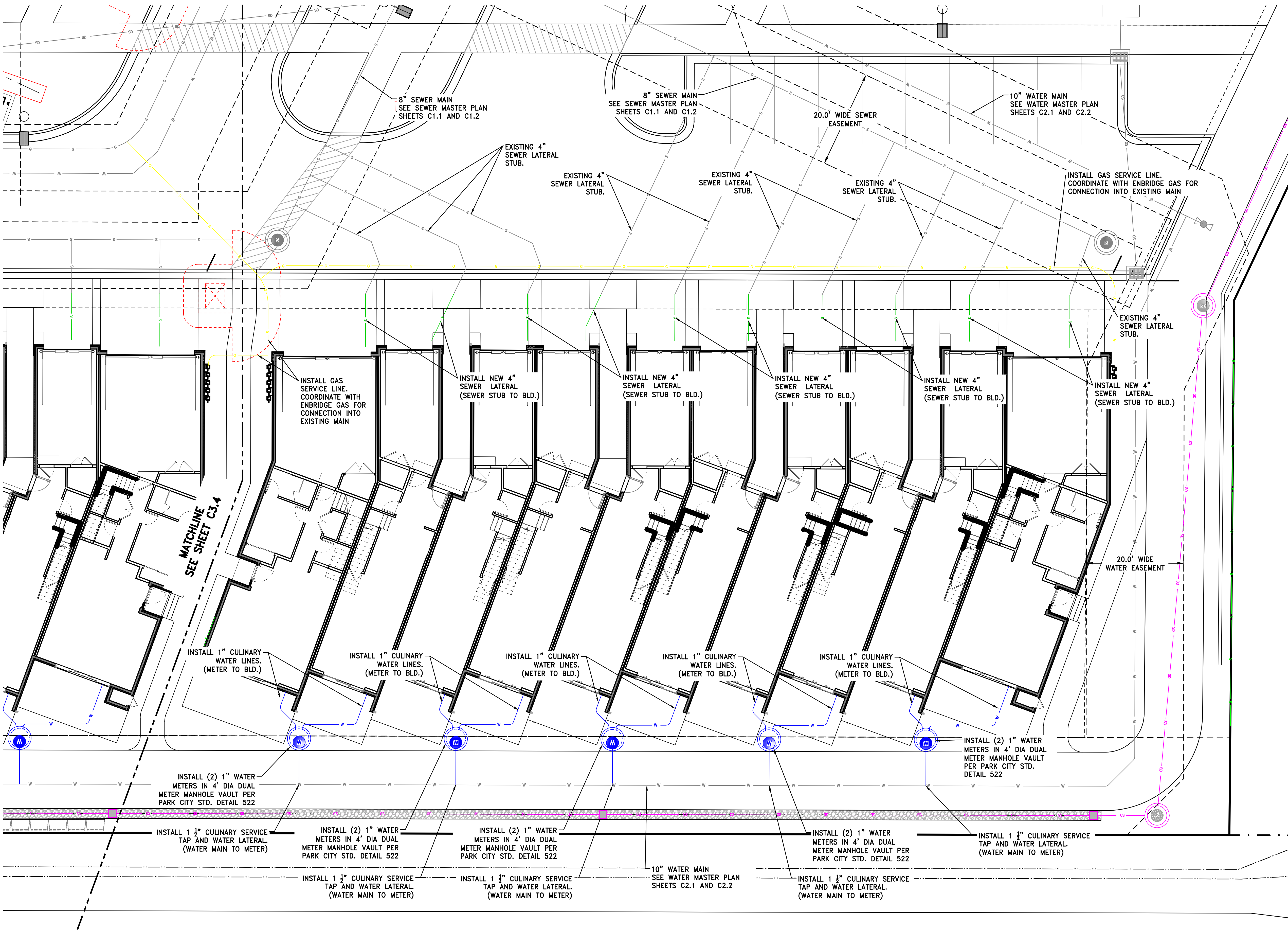
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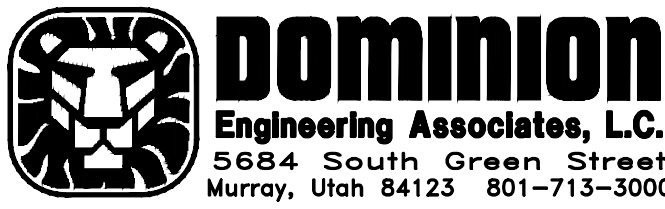


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- WATER LATERALS THAT SUPPLY WATER BASED FIRE PROTECTION SHALL BE FERROUS PIPE WHEN IT PASSES THROUGH THE FOUNDATION WALL OR UNDER FOOTING AND FOUNDATION WALLS AND SHALL EXTEND SIX FEET BEYOND THE FOOTING AND FOUNDATION WALLS.
- FIRE AND WATER LINES SHALL HAVE A BURY DEPTH OF NOT LESS THAN 5 FEET
- ALL UTILITY TRENCHING MUST BE PER PARK CITY AND SBWRD STANDARDS AND SPECIFICATIONS
- ALL UTILITIES MUST MEET HORIZONTAL AND VERTICAL CLEARANCE REQUIREMENTS. WATER AND SEWER LINES REQUIRE 10 FEET MINIMUM HORIZONTAL SEPARATION AND 18 INCH MINIMUM VERTICAL SEPARATION. SEWER MUST MAINTAIN 5 FEET MINIMUM HORIZONTAL SEPARATION AND 12 INCH VERTICAL SEPARATION FROM ANY NON-WATER UTILITIES. WATER MUST MAINTAIN 3 FEET MINIMUM HORIZONTAL SEPARATION AND 12 INCH VERTICAL SEPARATION FROM ANY NON-SEWER UTILITIES

LEGEND

- | | |
|--|---|
| | EXISTING FIRE HYDRANT |
| | PROPOSED FIRE HYDRANT |
| | PROPOSED STRIPING |
| | PROPERTY BOUNDARY LINE |
| | EXISTING CURB AND GUTTER |
| | EXISTING STORM DRAIN |
| | EXISTING WATER LINE |
| | EXISTING SEWER DRAIN |
| | EXISTING POWER |
| | PROPOSED CURB AND GUTTER (HATCH INDICATES REVERSE PAN GUTTER) |
| | PUBLIC UTILITY EASEMENT |
| | PROPOSED STORM DRAIN |
| | PROPOSED WATER LINE |
| | PROPOSED SEWER DRAIN |
| | PROPOSED GASLINE |
| | PROPOSED UNDERGROUND ELECTRICAL |

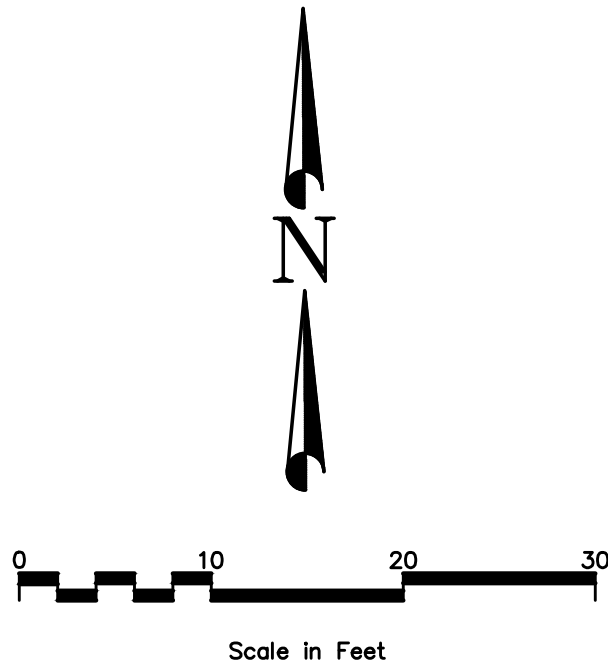


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OUTWEST



No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH	Architect MODERN OUT WEST 380 West 400 North Salt Lake City, UT 84103 trent@moderoutwest.com
Print Date	27 February, 2025	Structural MJ STRUCTURAL 5673 S Redwood Rd Taylorsville, UT 84123 bhaywood@mjstructuralengineers.com
Project Submission	Project Status	Mechanical SHAKESPEARE ENGINEERING 4241 South River rd Ste B St George, UT 84790 brad@shakespeare-eng.com
Project number	21xx	Electrical RMCE 2335W 1200ES Riverton, UT 84065 eric@rmceul.com
Drawn by	A. HORNE	
Checked by	J. HANSON	



LEGEND AND APPROVED PARTS LIST			
ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	4" DIA. MANHOLE. PRECAST CONCRETE ECCENTRIC CONE AND WALL SECTIONS		ASTM C 478
②	METER VAULT FRAME AND COVER (STD PLAN 529)		
③	POLYPROPYLENE ENCASED GRADE 60 STEEL STEPS AT 13" C-C, 13-1/2" TREAD WIDTH	M.A. INDUSTRIES OR APP'D EQUAL	PS2-PDFD
④	1-1/2" CURB VALVE	MUELLER	B-25172N
⑤	1-1/2" DIA. BRASS NIPPLE X 6" LENGTH, M.I.P.		
⑥	1-1/2" DIA. BRONZE TEE, F.I.P., THREADED		
⑦	1-1/2" BRONZE 90° ELBOW, F.I.P., THREADED (2 EA)		
⑧	1-1/2" BRASS NIPPLE X 4" LENGTH, M.I.P. (2 EA)		
⑨	BRONZE BELL REDUCER REQ'D (2 EA) 3/4" YOKE: 1-1/2" X 3/4" 1" YOKE: 1-1/2" X 1" DIA.		
⑩	3/4" METER YOKE (2 EA) 1" METER YOKE (2 EA)	MUELLER	5/8"x3/4"x9" B2404N-6AN
		FORD	5/8"x3/4"VBHC72-9W-11-133-NL
⑪	3/4" OR 1" METER YOKE END CONNECTIONS (2 EA)	MUELLER	1"x12" B2404N-6AN
		FORD	1"VBHC72-12W-11-44-NL
⑫	1-1/2" x 3/4" OR 1" BRONZE BUSHING (OUTLET) (2 EA)	MUELLER	MULTI X M.I.P., H-14223N
		FORD	3/4" OR 1" CLOSE BRASS NIPPLE
⑬	1-1/2" CONNECTION, F.I.P. X CTS (OUTLET) (2 EA)	MUELLER	H-15451N
⑭	METER, SUPPLIED AND INSTALLED BY PCMC (2 EA)	FORD	C-14-66-G-NL
⑮	PIPE SUPPORTS, GALVANIZED PIPE SUPPORT ROD AND (2) 16"x8"x8" CMU BLOCK		
⑯	MXU AND WIRING, SUPPLIED AND INSTALLED BY PCMC		
⑰	MXU REMOTE LOCATION CONDUIT WITH END CAPS, SCH 40 PVC (STD. PLAN 531)		
⑱	END CAP AND MARKER, CTS X F.I.P. (OUTLET) (2 EA)	MUELLER	H-15451N AND H-10035N



PARK CITY

PARK CITY MUNICIPAL CORPORATION

WATER

DATE

4/2014

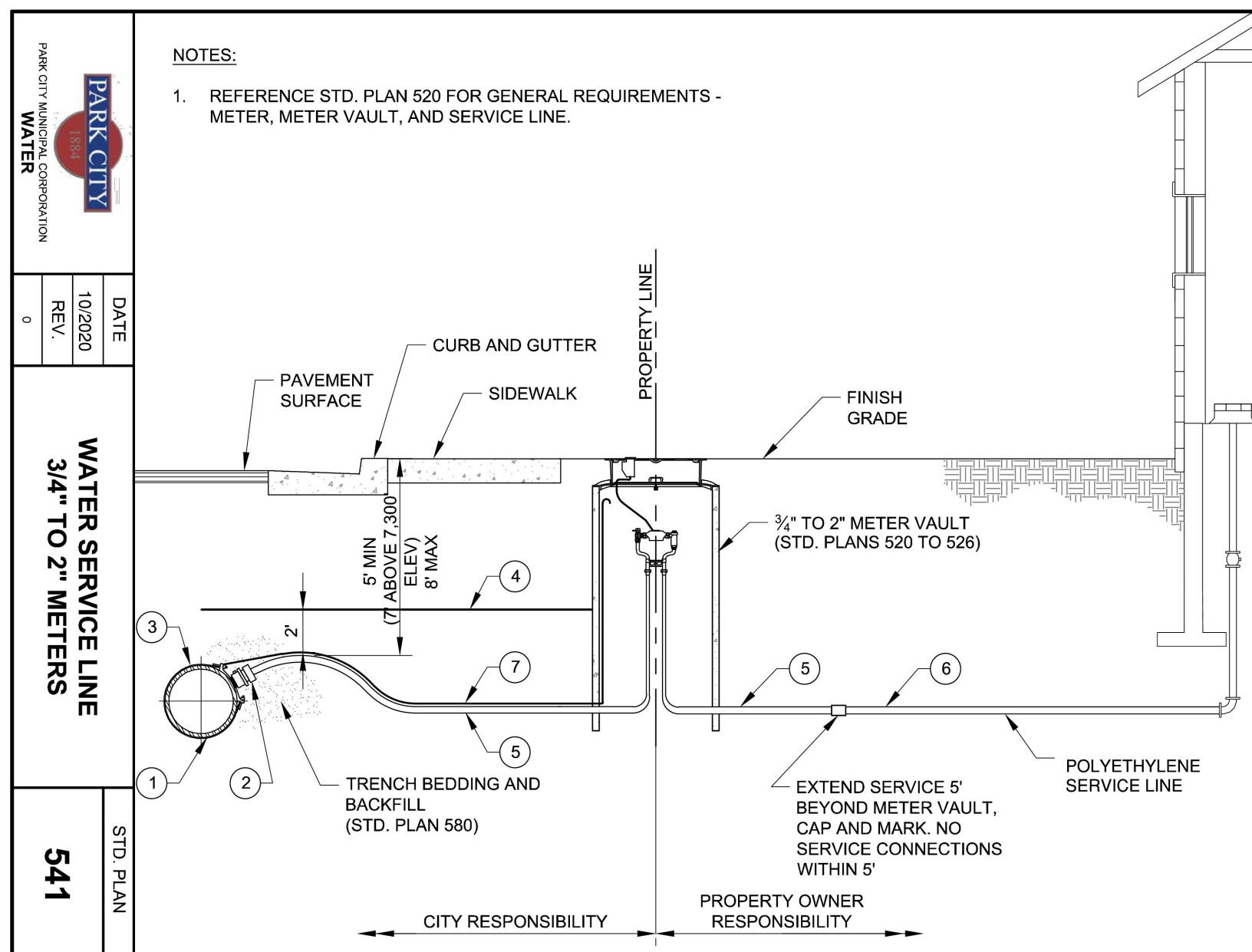
REV.

3/4" and 1" DUAL METER

OUTSIDE SETTING

STD. PLAN

522 S

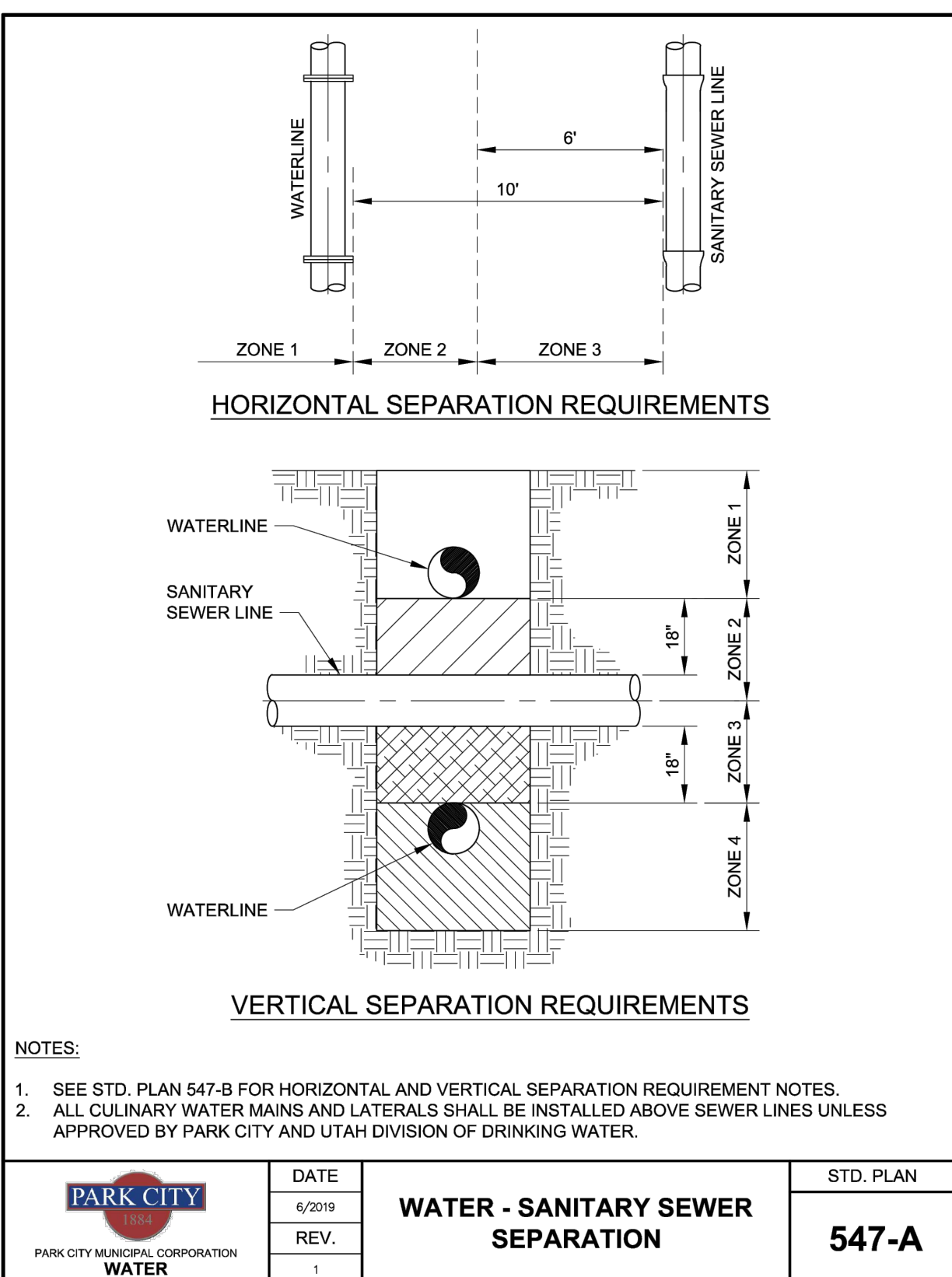
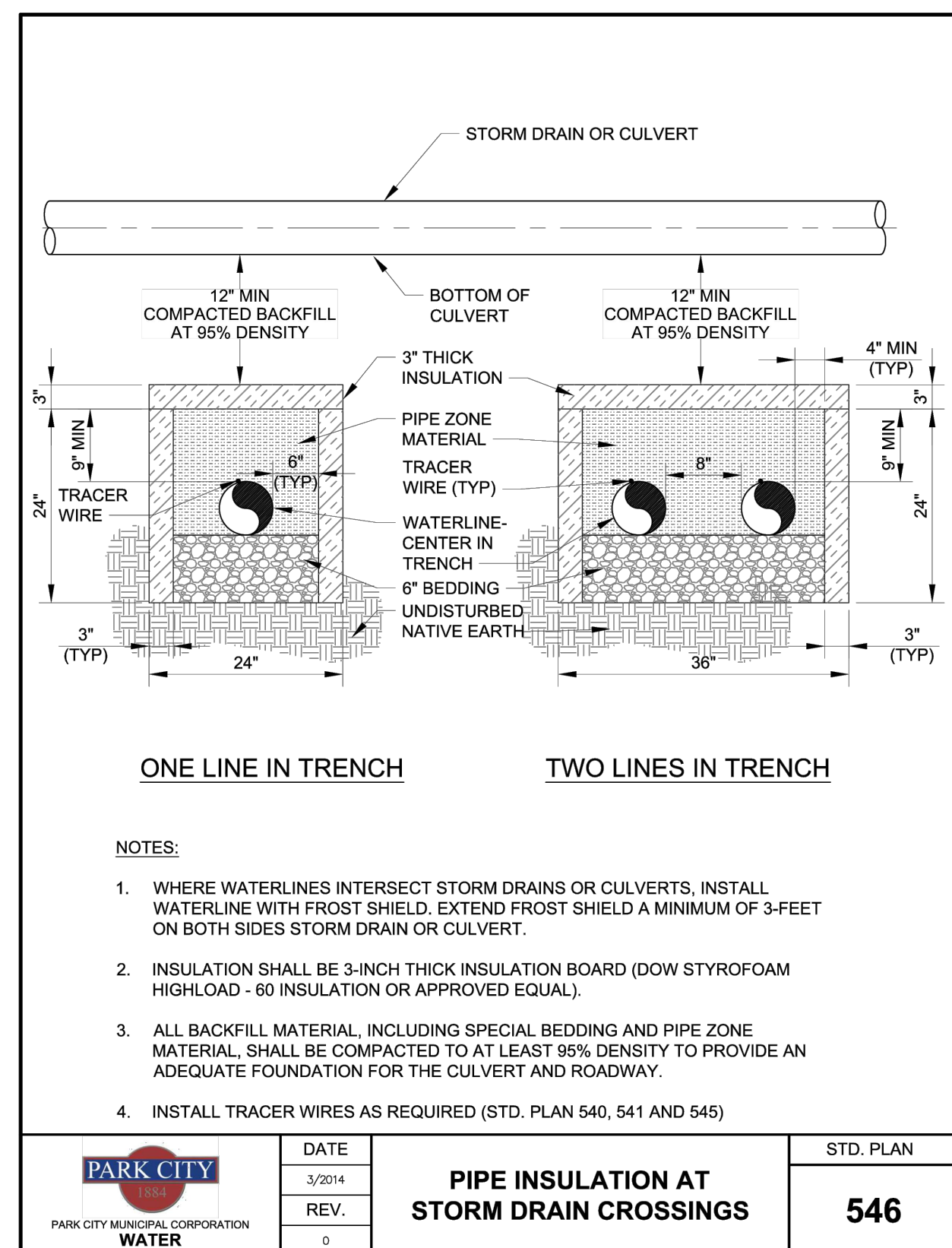


LEGEND AND APPROVED PARTS LIST			
ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
		MUELLER	DI & AC PIPE: BR28 SERIES, 1-1/2" SERVICE, CC THDS; 2" SERVICE, FIP THDS
①	BRONZE SERVICE SADDLE: DI & AC PIPE; DOUBLE STRAP PVC PIPE; TWO-PIECE BOLTED	FORD	DI & AC PIPE: STYLE 202B 1-1/2" SERVICE, CC THDS; 2" SERVICE, FIP THDS PVC PIPE: 1-1/2" SERVICE, STYLE S802, CC THDS; 2" SERVICE, STYLE S912, FIP THDS
②	BRASS CORPORATION STOP, INLET IP THREAD, OUTLET CTS COMPRESSION	MUELLER	B-2500BN
③	POLYETHYLENE ENCASEMENT, HIGH DENSITY CROSS LAMINATED (HDCL) POLYETHYLENE FILM, AWWA C105 & AWWA C703E METHOD C	CHRISTY'S OR APPROVED EQUAL	FB1100 (SERVICE-SIZE)-Q-NL AWWA C703E METHOD C (4 MIL)
④	DETECTABLE UNDERGROUND WARNING TAPE, 5-MIL MINIMUM, ALUMINUM BACKING BLUE BACKGROUND, 6" WIDE	SETON OR APP'VD EQUAL	85525
⑤	WATER SERVICE LINE: HIGH-DENSITY POLYETHYLENE TUBING (CTS), BLUE, SDR 9, AWWA C901 1-1/2" DIA. SERVICE: 3/4" AND 1" SINGLE METERS 1-1/2" DIA. SERVICE: 3/4" AND 1" DUAL METERS 2" DIA. SERVICE: 1-1/2" AND 2" SINGLE METER 2" DIA. SERVICE: 1-1/2" DUAL METERS	ADS OR APP'VD EQUAL	
⑥	WATER SERVICE LINE: HIGH-DENSITY POLYETHYLENE TUBING (CTS), BLUE, SDR 9, AWWA C901, OR, TYPE K COPPER, SOFT, AWWA C800	ADS OR APP'VD EQUAL	
⑦	TRACER WIRE: 1/2 GA. SOLID, BLUE PVC INSULATION; WIRE WIRE CONNECTORS SILICONE-FILLED WIRE NUTS	IDEAL INDUSTRIES	TWISTER DB PLUS OR APP'D EQUAL

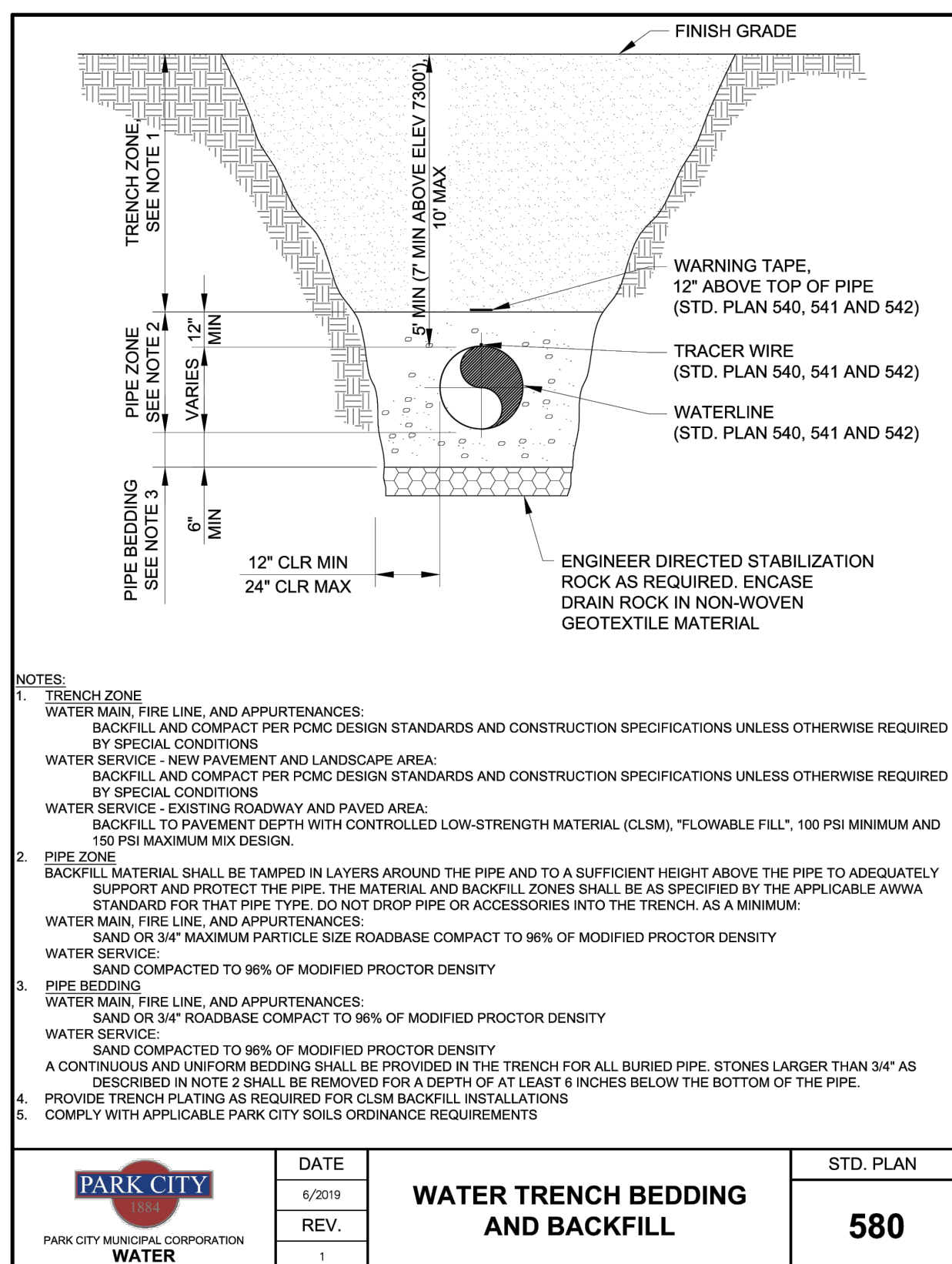
DETAIL NOTES

- COORDINATE SERVICE SIZE WITH CITY PRIOR TO ORDERING MATERIALS
- LOCATE SERVICE PER APPROVED PLANS
- NO SERVICE LINE FITTINGS ALLOWED BETWEEN CORPORATION STOP AND METER VAULT CURB STOP VALVE
- AWWA MAX TAPE COATING SYSTEM TO SERVICE SADDLE BOLTS AND NUTS, AWWA C217. SYSTEM TO INCLUDE FILLER MATERIAL, TAPE COATING, AND PROTECTIVE OUTERWRAP. DENSIO NORTH AMERICA, TRENTON, OR APPROVED EQUAL (STD. PLAN 534)

 PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER SERVICE LINE 3/4" TO 2" METERS	STD. PLAN
	10/2020		541 S
	REV.		



<u>HORIZONTAL SEPARATION</u> NOTES:		
1.	ZONE 1: WATER LINE AND SEWER LINE SEPARATED 10 FEET OR GREATER - NO SPECIAL REQUIREMENTS ZONE 2: A) WATER LINE SEPARATED BY AT LEAST 6 FEET AT OUTSIDE PIPE WALLS AND B) BOTTOM OF WATER LINE IS AT LEAST 18 INCHES ABOVE TOP OF SEWER LINE AND C) WATER LINE CONSTRUCTED WITH MECHANICAL, RESTRAINED JOINT PIPE AND SITE SPECIFIC REQUIREMENTS APPROVED BY DIVISION OF ENVIRONMENTAL QUALITY, DIVISION OF DRINKING WATER ZONE 3: WATER LINE AND SEWER LINE SEPARATION LESS THAN 6 FEET - NOT ALLOWED	
2.	SERVICE LINE TAPS NOT ALLOWED IN ZONE 2.	
3.	SERVICE LINE TAPS WITHIN ZONE 3 ALLOWED ONLY BY SITE SPECIFIC APPROVAL BY DIVISION OF ENVIRONMENTAL QUALITY, DIVISION OF DRINKING WATER	
4.	MAINTAIN 10 FEET HORIZONTAL SEPARATION AND 18 INCHES VERTICAL SEPARATION ABOVE SANITARY SEWER FORCE MAINS	
5.	CONSULT SNYDERVILLE BASIN WATER RECLAMATION DISTRICT FOR SANITARY SEWER REQUIREMENTS AND SEWER LINE MODIFICATIONS	
<u>VERTICAL SEPARATION</u> NOTES:		
1.	ZONE 1: WATER LINE ABOVE SEWER LINE AND SEPARATED 18 INCHES OR GREATER - NO SPECIAL REQUIREMENTS ZONE 2: WATER LINE ABOVE SEWER LINE SEPARATED LESS THAN 18 INCHES - LOOP WATER LINE, REFER TO STD. PLAN 543. INSTALL CONTROLLED LOW-STRENGTH MATERIAL (CLSM), "FLOWABLE FILL", 150 PSI MAXIMUM MIX DESIGN WITHIN WATER PIPE ZONE AND TO 18 INCHES ABOVE SEWER LINE ZONE 3: WATER LINE BELOW SEWER LINE SEPARATED LESS THAN 18 INCHES - LOOP WATER LINE, REFER TO STD. PLAN 543. INSTALL CONTROLLED LOW-STRENGTH MATERIAL (CLSM), "FLOWABLE FILL", 150 PSI MAXIMUM MIX DESIGN WITHIN WATER PIPE ZONE AND TO 18 INCHES ABOVE SEWER LINE ZONE 4: WATER LINE BELOW SEWER LINE SEPARATED GREATER THAN 18 INCHES - CENTER ONE FULL UNCUT LENGTH OF WATER PIPE OVER THE CROSSING AND PROVIDE MECHANICAL RESTRAINED PIPE JOINTS UNTIL THE WATER PIPE EXTENDS TO A DISTANCE OF 10 FEET PERPENDICULAR TO EACH SIDE OF THE SEWER LINE. INSTALL CONTROLLED LOW-STRENGTH MATERIAL (CLSM), "FLOWABLE FILL", 150 PSI MAXIMUM MIX DESIGN WITHIN WATER PIPE ZONE AND TO 18 INCHES ABOVE SEWER LINE	
2.	SERVICE LINE TAPS NOT ALLOWED IN ZONES 2 AND 3.	
3.	MAINTAIN 10 FEET HORIZONTAL SEPARATION AND 18 INCHES VERTICAL SEPARATION ABOVE SANITARY SEWER FORCE MAINS	
4.	CONSULT SNYDERVILLE BASIN WATER RECLAMATION DISTRICT FOR SANITARY SEWER REQUIREMENTS AND SEWER LINE MODIFICATIONS	
5.	ALL CULINARY WATER MAINS AND LATERALS SHALL BE INSTALLED ABOVE SEWER LINES UNLESS APPROVED BY PARK CITY AND UTAH DIVISION OF DRINKING WATER.	
DATE 6/2019 REV. WATER - SANITARY SEWER SEPARATION STD. PLAN 547-B		
PARK CITY MUNICIPAL CORPORATION WATER 1		

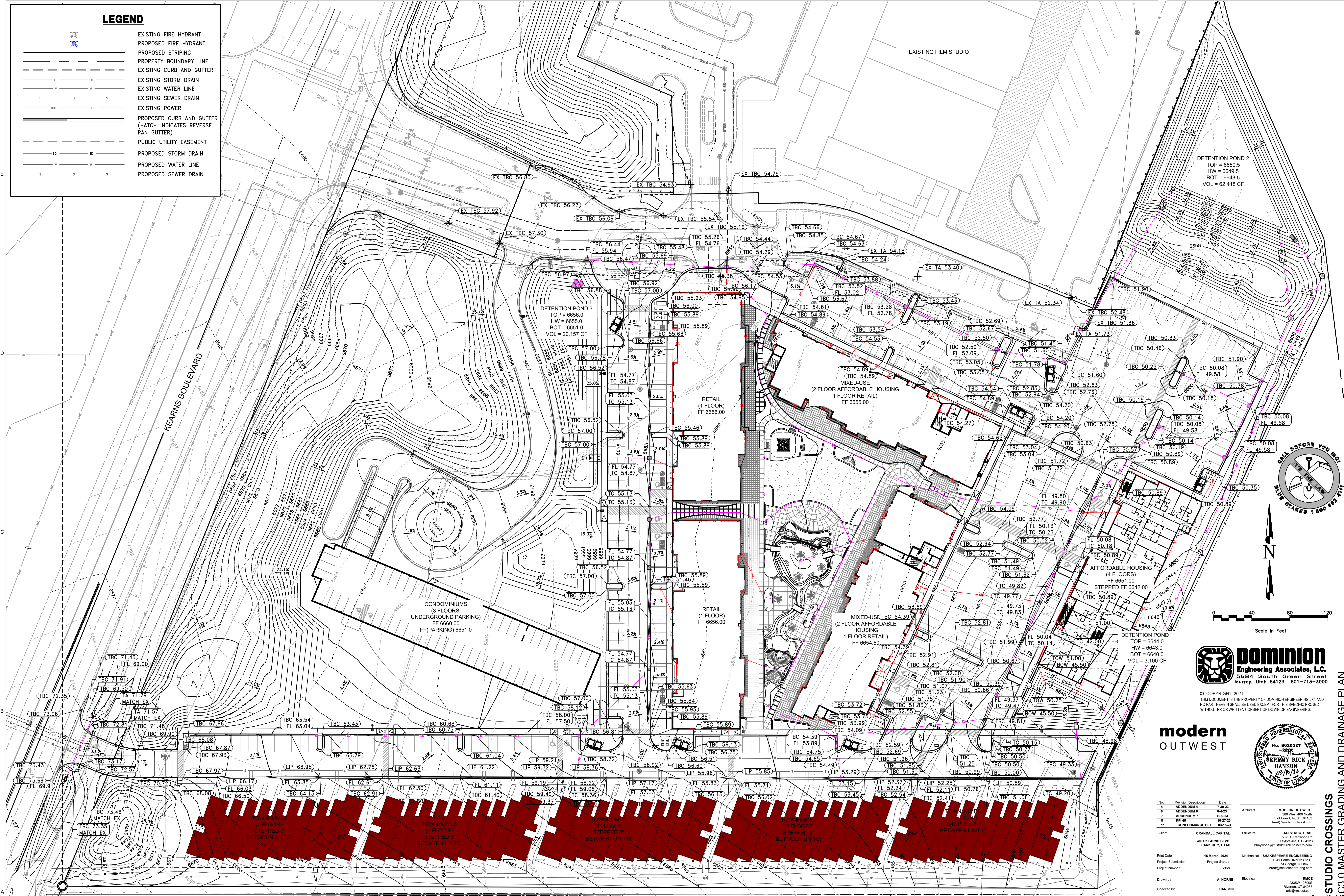


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OUTWEST

No	Revision	Description	Date
		Architect	MODERN OUT WEST 380 West 400 North Salt Lake City, UT 84103 trent@modernoutwest.com
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH	Structural	MI STRUCTURAL 507 S. Redwood Road Taylorsville, UT 84124 shaywood@mjstructuralengr.com
Print Date	10 FEBRUARY 2023	Mechanical	SHAKESPEARE ENGINEERING 4241 South River Rd Ste B St George, UT 84790 brad@shakeengr.com
Project Submission	Project Status		
Project number	21xx		
Drawn by	A. HORNE	Electrical	RMCE 23391 19500S Riverton, UT 84065
Checked by	J. HANSON		



LEGEND

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

PROPOSED STRIPING

PROPERTY BOUNDARY LINE

EXISTING CURB AND GUTTER

EXISTING STORM DRAIN

EXISTING WATER LINE

EXISTING SEWER DRAIN

EXISTING POWER

PROPOSED CURB AND GUTTER
(HATCH INDICATES REVERSE PAN GUTTER)

PUBLIC UTILITY EASEMENT

PROPOSED STORM DRAIN

PROPOSED WATER LINE

PROPOSED SEWER DRAIN

DETENTION POND 2
TOP = 6650.5
HW = 6649.5
BOT = 6643.5
VOL = 62,418 CF

DETENTION POND 3
TOP = 6656.0
HW = 6655.0
BOT = 6651.0
VOL = 20,157 CF

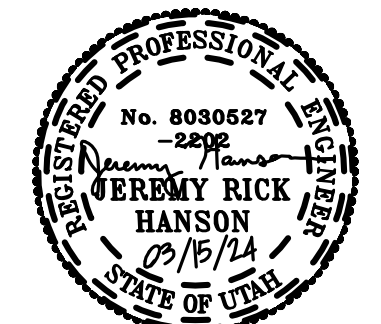
DETENTION POND 1
TOP = 6644.0
HW = 6643.0
BOT = 6640.0
VOL = 3,100 CF



Dominion
Engineering Associates, L.C.
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Murray, Utah 84123 801-713-3000

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No.	Revision Description	Date
4	ADDENDUM 4	7-30-21
5	ADDENDUM 5	8-4-23
6	ADDENDUM 6	10-9-23
7	ADDENDUM 7	10-27-23
8	RPT 43	03-15-24
11	CONFORMANCE SET	03-15-24

Client

CRANDALL CAPITAL
4001 KEARNS BLVD.
PARK CITY, UTAH

Print Date

15 March, 2024

Project Submission

Project Status

Project number

21xx

Drawn by

A. HORNE

Checked by

J. HANSON

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Structural

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bhaiywood@mjstructuralengineers.com

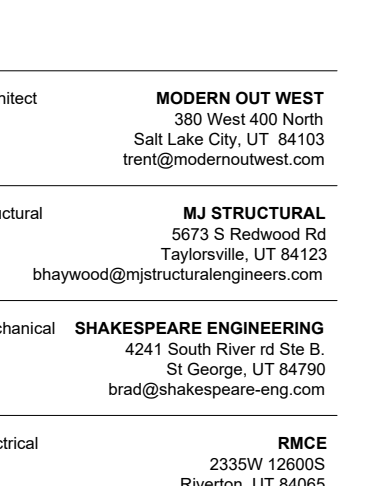
Mechanical

SHAKESPEARE ENGINEERING
4241 South River Rd Ste B
St George, UT 84790
brad@shakespeare-eng.com

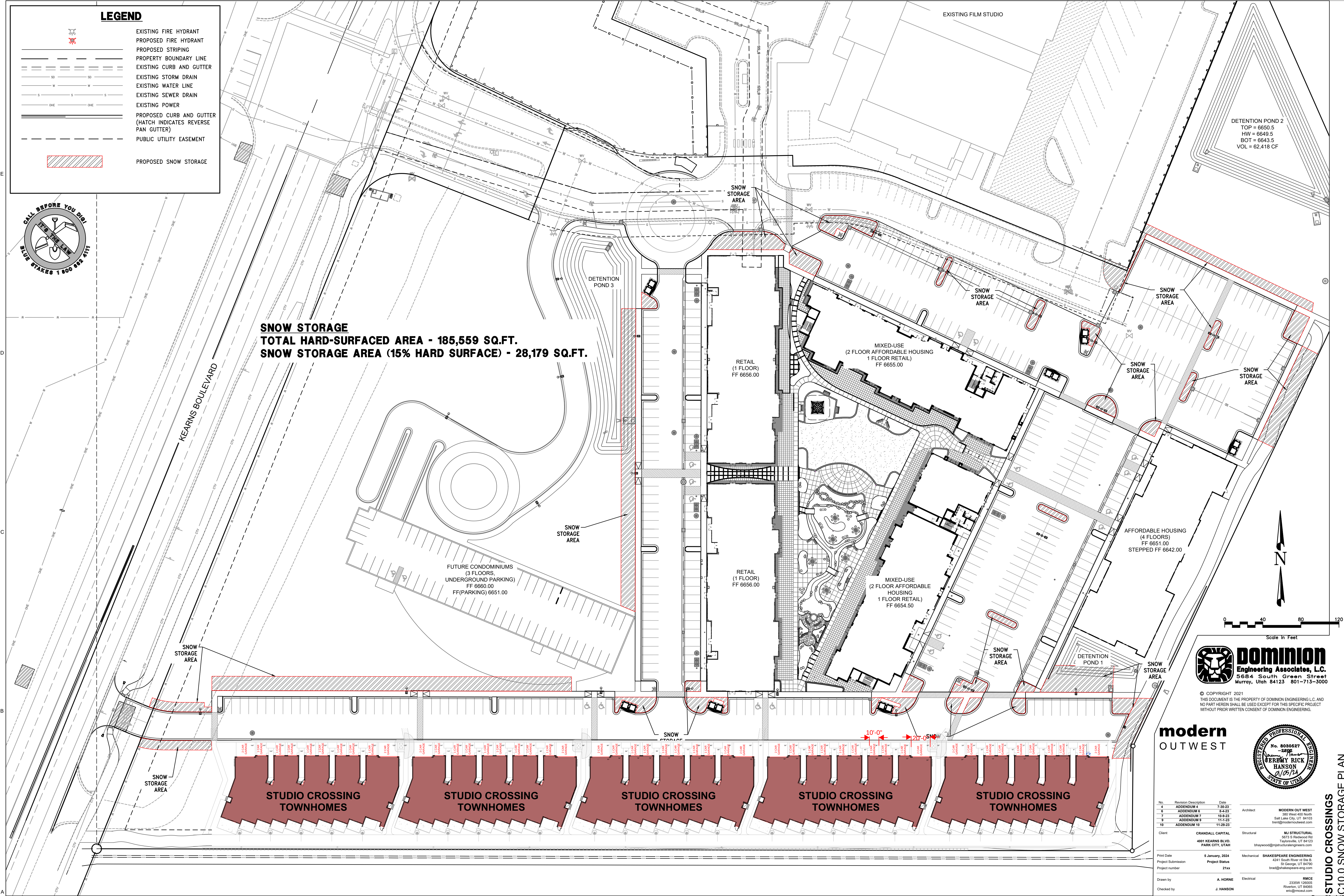
Electrical

RMCE
2350W 1200E
Riverton, UT 84065
eric@rmce.com

A vertical line with labels A, B, C, D, and E. The labels are positioned at different heights along the line, with A at the bottom and E at the top. The line is labeled 'Figure 1' on the right side.

05
1.53

Checked by **J. HANSON** eric@rmceut.com



LEGEND

EXISTING FIRE HYDRANT

PROPOSED FIRE HYDRANT

PROPOSED STRIPING

PROPERTY BOUNDARY LINE

EXISTING CURB AND GUTTER

EXISTING STORM DRAIN

EXISTING WATER LINE

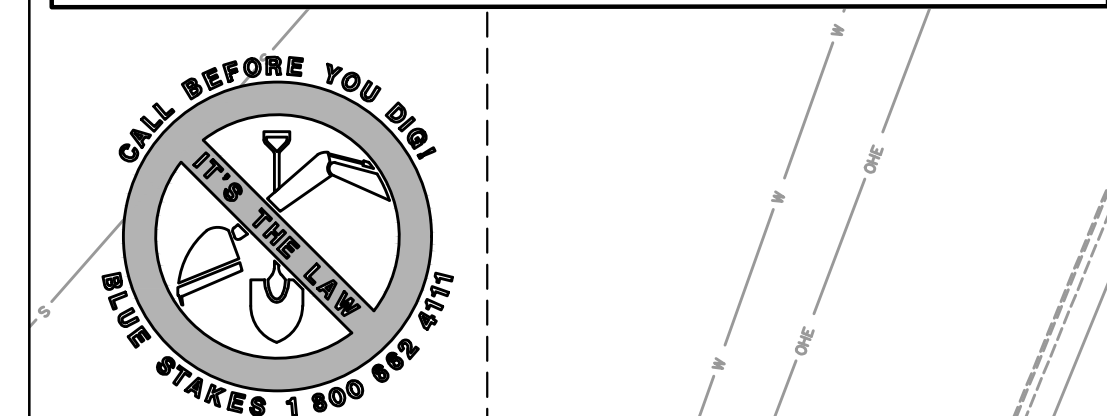
EXISTING SEWER DRAIN

EXISTING POWER

PROPOSED CURB AND GUTTER
(HATCH INDICATES REVERSE
PAN GUTTER)

PUBLIC UTILITY EASEMENT

PROPOSED SNOW STORAGE



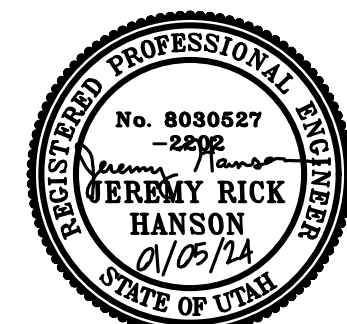
DETENTION POND 2
TOP = 6650.5
HW = 6649.5
BOT = 6643.5
VOL = 62,418 CF

SNOW STORAGE
TOTAL HARD-SURFACED AREA - 185,559 SQ.FT.
SNOW STORAGE AREA (15% HARD SURFACE) - 28,179 SQ.FT.

Dominion
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No.	Revision Description	Date
4	ADDENDUM 4	7-30-23
6	ADDENDUM 6	8-2-23
7	ADDENDUM 7	10-4-23
8	ADDENDUM 8	11-1-23
9	ADDENDUM 9	11-1-23
10	ADDENDUM 10	11-29-23

Client

CRANDALL CAPITAL
4001 KEARNS BLVD.
PARK CITY, UTAH

Architect

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Electrical

RMCE
2335W 1200S
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eric@rmce.com

Print Date

5 January, 2024

Project Submission

Project Status

Project number

21xx

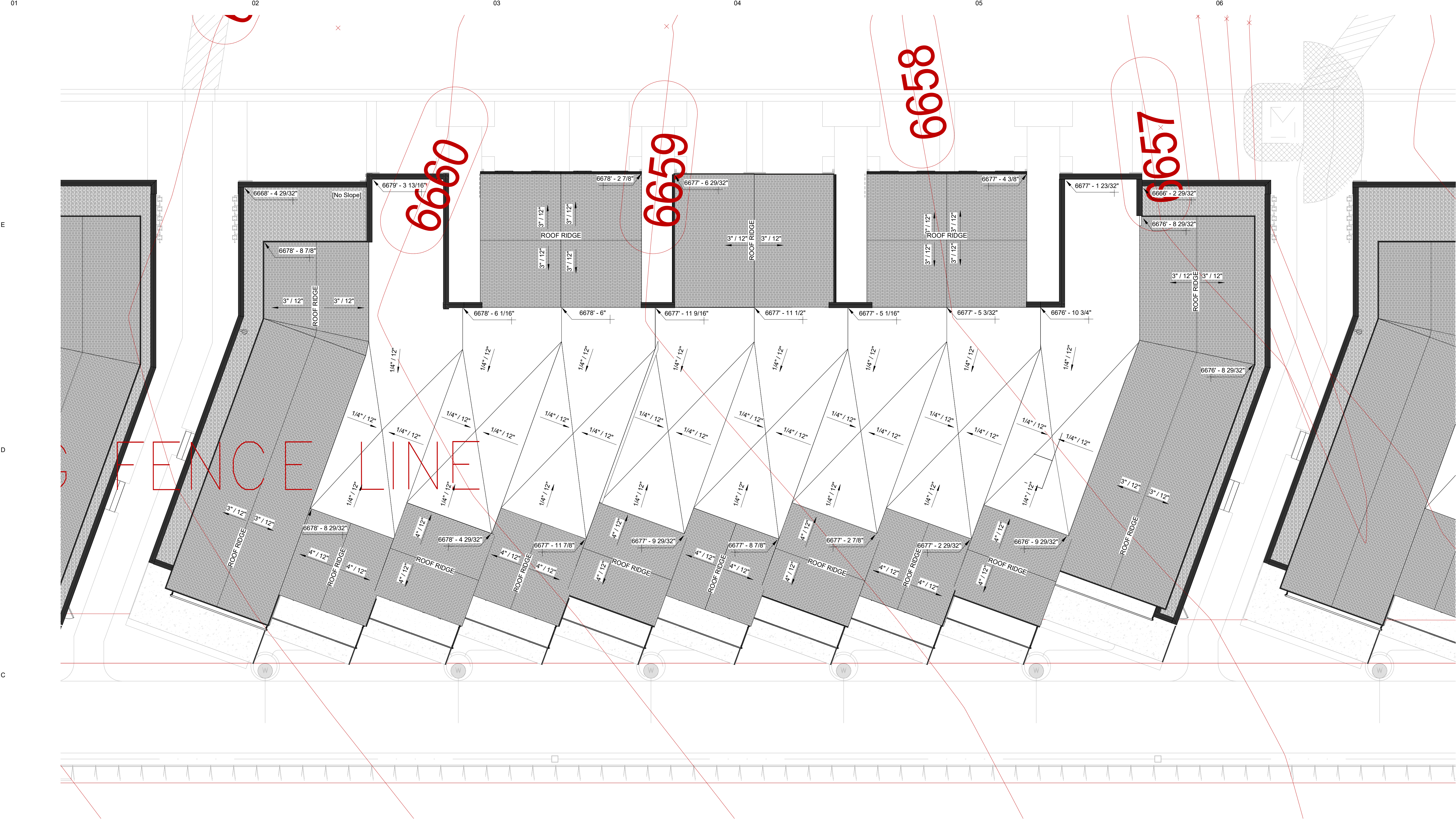
Drawn by

A. HORNE

Checked by

J. HANSON

Page 51 of 478



A1 ROOF OVER TOPO - CLUSTER 02

GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

DESIGN TEAM HAS MADE REASONABLE AND PROFESSIONAL EFFORTS TO ENSURE ACCURACY IN DRAWINGS. ANY AND ALL DISCREPENCY BETWEEN DRAWN DIMENSIONS AND FIELD DIMENSIONS IS NOT INTENTIONAL AND SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO ANY CONSTRUCTION.

ROOF NOTES

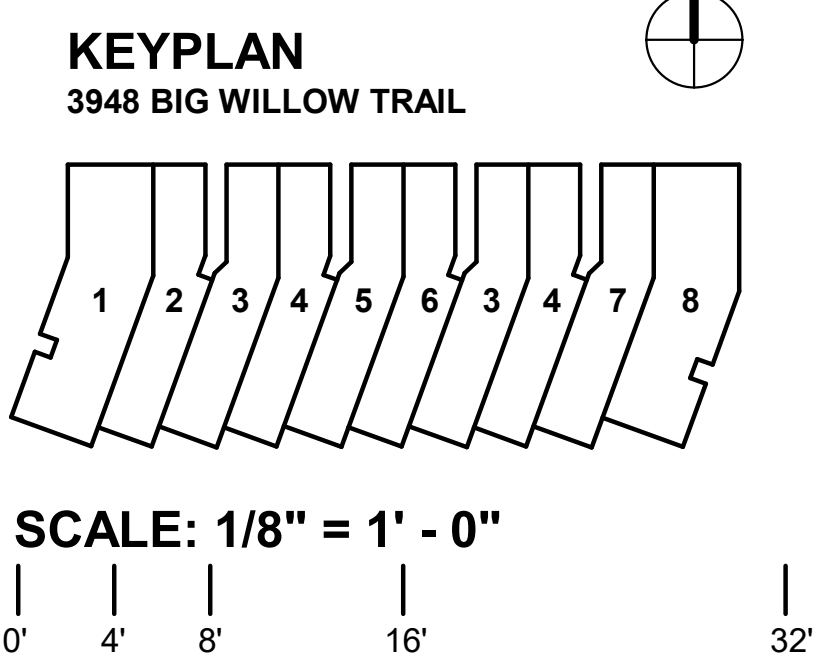
DO NOT BEGIN WORK WITHOUT HOLDING A PRE-ROOFING CONFERENCE. NOTIFY ARCHITECT, ROOFING MANUFACTURE, INSTALLER, SHEET METAL SUBCONTRACTOR AND OTHER RELATED SUBCONTRACTORS A MINIMUM OF 7 DAYS BEFORE COMMENCING ROOFING WORK.

THE ROOFING SUPPLIER, MANUFACTURE AND INSTALLER SHALL REVIEW, ALL ROOFING DETAILS AND ADVISE ARCHITECT ON ANY RECOMMENDED CHANGES. THE CONTRACTOR IS TO PROVIDE CRICKETS BEHIND ALL MECHANICAL EQUIPMENT CURBS, ROOF HATCH CURBS, ETC. MINIMUM SLOP AT ALL CRICKET VALLEYS SHALL BE 1/4" PER FOOT. DO NOT SCALE PLANS FOR CRICKET DIMENSIONS. ALL CRICKET SLOPES SHALL BE ACHIEVED IN ACCORDANCE WITH ROOFING MANUFACTURES REQUIREMENTS.

PROVIDE CURBS AND FLASHING AT ANY EQUIPMENT NOT PROVIDED WITH PREMANUFACTURED CURBS SEPARATE ALL DISSIMILAR METALS WITH BITUMINOUS COATINGS OR OTHER METHODS ACCEPTABLE TO THE ARCHITECT. FLASHING DETAILS SHALL BE IN STRUCT COMPLIANCE APPROVED ROOFING MANUFACTURES STANDARDS FOR APPLICATION AND SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST EDITION OF THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA) TECHNICAL MANUAL.

ALL SCUPPERS SHALL BE CONSTRUCTED WITH FOR FULL SIDES, WITH FLANGES THROUGH THE THICKNESS OF THE WALL, FORMING A COMPLETE 'SLEEVE' THROUGH THE WALL. UNLESS DETAILS SHOW OTHERWISE PROVIDE FLASHING PER ROOF MANUFACTURE'S STANDARD DETAILS AT ALL ELECTRICAL CONDUIT, HVAC LINES, ETC.

THE CONTRACTOR AND ALL SUBTRADES SHALL EXERCISE THE NECESSARY CARE TO LIMIT TRAFFIC AND PREVENT DAMAGE TO THE ROOF MEMBRANE REFER TO CIVIL DRAWINGS FOR SPLASH BLOCKS & TRENCH DRAINS PROVIDE WALKWAYS PADS AT EACH MECHANICAL UNIT & ROOF HATCH.



modern OUTWEST

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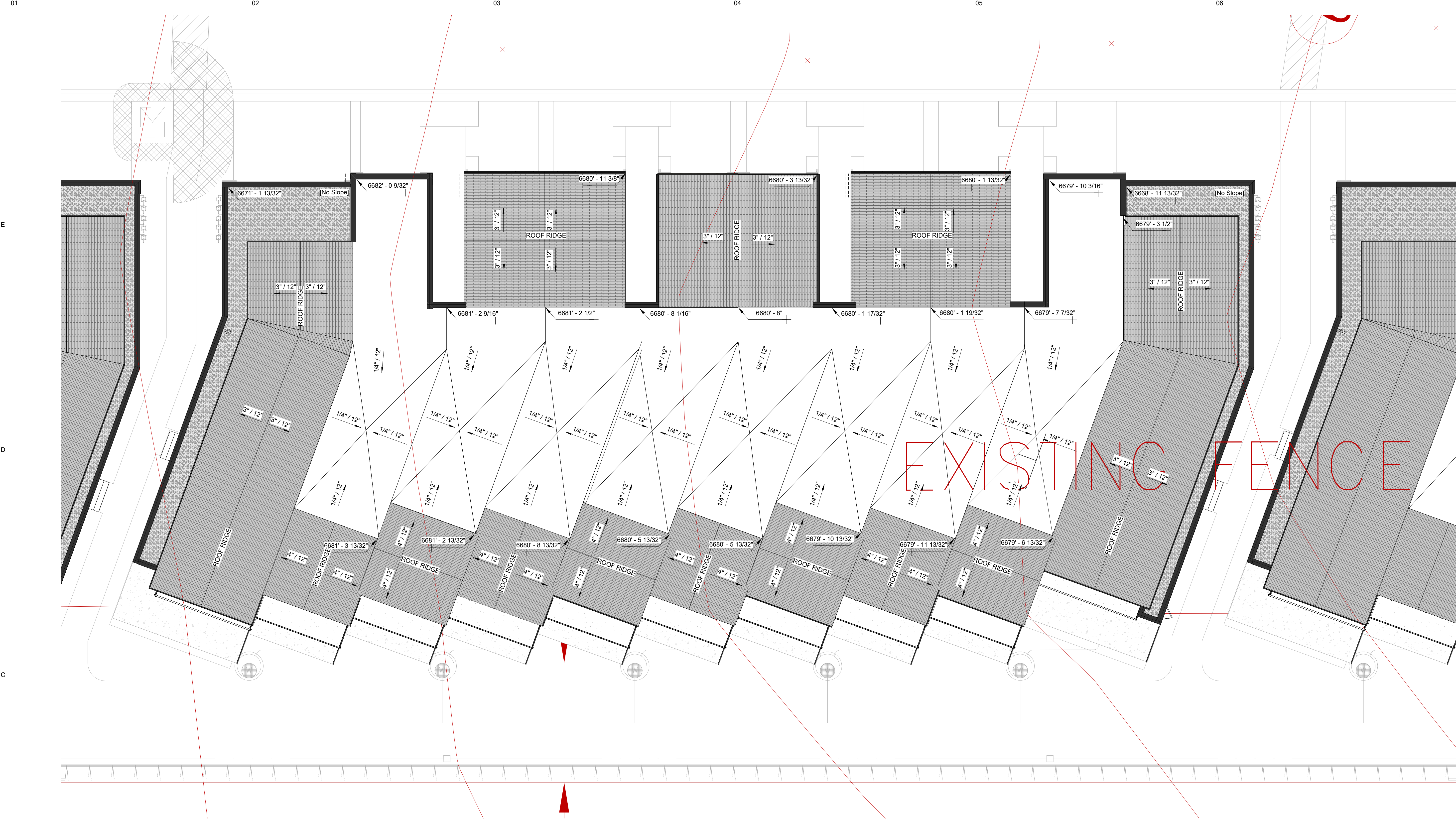
Structural **YORK ENGINEERING**
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tanner.clements@yorkengineering.com

Mechanical **SHAKESPEARE ENGINEERING**
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Civil **DOMINION ENGINEERING**
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jeremy@dominioneng.net

Landscape **GREAT BASIN ENGINEERING**
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South Ogden, UT 84403
jcaugg@greatbasineng.com



A1 ROOF OVER TOPO - CLUSTER 03

1/8" = 1'-0"

B GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

DESIGN TEAM HAS MADE REASONABLE AND PROFESSIONAL EFFORTS TO ENSURE ACCURACY IN DRAWINGS. ANY AND ALL DISCREPENCY BETWEEN DRAWN DIMENSIONS AND FIELD DIMENSIONS IS NOT INTENTIONAL AND SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO ANY CONSTRUCTION.

ROOF NOTES

DO NOT BEGIN WORK WITHOUT HOLDING A PRE-ROOFING CONFERENCE. NOTIFY ARCHITECT, ROOFING MANUFACTURE, INSTALLER, SHEET METAL SUBCONTRACTOR AND OTHER RELATED SUBCONTRACTORS A MINIMUM OF 7 DAYS BEFORE COMMENCING ROOFING WORK.

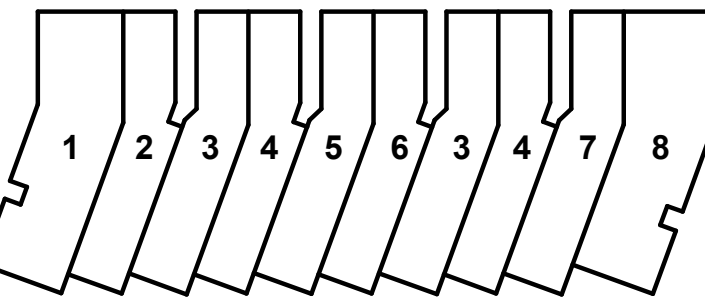
THE ROOFING SUPPLIER, MANUFACTURE AND INSTALLER SHALL REVIEW, ALL ROOFING DETAILS AND ADVISE ARCHITECT ON ANY RECOMMENDED CHANGES. THE CONTRACTOR IS TO PROVIDE CRICKETS BEHIND ALL MECHANICAL EQUIPMENT CURBS, ROOF HATCH CURBS, ETC. MINIMUM SLOP AT ALL CRICKET VALLEYS SHALL BE 1/4" PER FOOT. DO NOT SCALE PLANS FOR CRICKET DIMENSIONS. ALL CRICKET SLOPES SHALL BE ACHIEVED IN ACCORDANCE WITH ROOFING MANUFACTURES REQUIREMENTS.

PROVIDE CURBS AND FLASHING AT ANY EQUIPMENT NOT PROVIDED WITH PREMANUFACTURED CURBS SEPARATE ALL DISSIMILAR METALS WITH BITUMINOUS COATINGS OR OTHER METHODS ACCEPTABLE TO THE ARCHITECT. FLASHING DETAILS SHALL BE IN STRUCT COMPLIANCE APPROVED ROOFING MANUFACTURES STANDARDS FOR APPLICATION AND SHALL BE FABRICATED IN ACCORDANCE WITH THE LATEST EDITION OF THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA) TECHNICAL MANUAL.

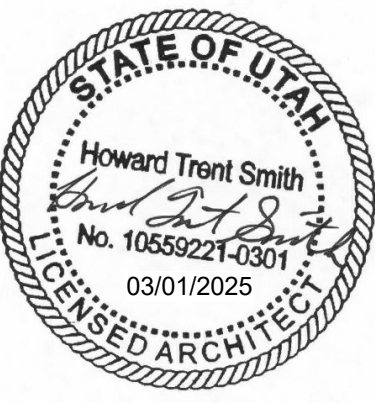
ALL SCUPPERS SHALL BE CONSTRUCTED WITH FOR FULL SIDES, WITH FLANGES THROUGH THE THICKNESS OF THE WALL, FORMING A COMPLETE 'SLEEVE' THROUGH THE WALL. UNLESS DETAILS SHOW OTHERWISE PROVIDE FLASHING PER ROOF MANUFACTURE'S STANDARD DETAILS AT ALL ELECTRICAL CONDUIT, HVAC LINES, ETC.

THE CONTRACTOR AND ALL SUBTRADES SHALL EXERCISE THE NECESSARY CARE TO LIMIT TRAFFIC AND PREVENT DAMAGE TO THE ROOF MEMBRANE REFER TO CIVIL DRAWINGS FOR SPLASH BLOCKS & TRENCH DRAINS PROVIDE WALKWAYS PADS AT EACH MECHANICAL UNIT & ROOF HATCH.

KEYPLAN 3948 BIG WILLOW TRAIL



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



No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84098	
Print Date	3/4/2025 4:42:25 PM	
Project Submission	ADMIN CLIP	
Project Number	2235	
Drawn by	JAMIE OHLS	
Checked by	HOWARD TRENT SMITH	

modern OUTWEST

Architect
MODERN OUT WEST
380 West 400 North
Salt Lake City, UT 84103
trent@modernoutwest.com

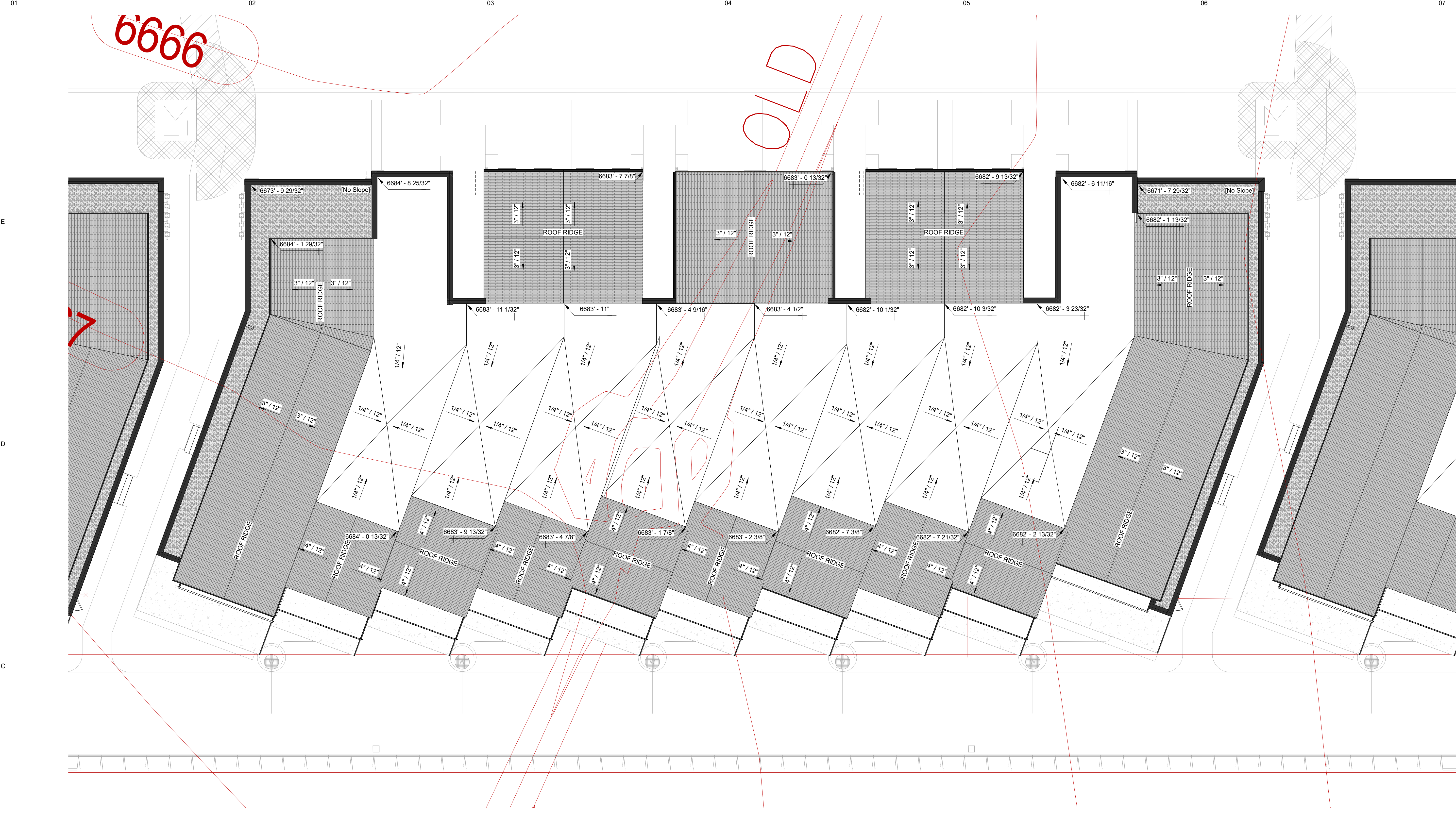
Structural
YORK ENGINEERING
14203 Minute Man Drive, Suite 202
Draper, UT 84020
tanner.clements@yorkengineering.com

Mechanical
SHAKESPEARE ENGINEERING
4241 South River Rd Ste B
St George, UT 84790
brad@shakespeare-eng.com

Electrical
ELEMENTAL ENGINEERING
76 W 13775 S, Ste 3
Draper, UT 84020
eric@elementalelectricalengineers.com

Civil
DOMINION ENGINEERING
South Green St
Murray, UT 84123
jeremy@dominioneng.net

Landscape
GREAT BASIN ENGINEERING
5746 S 1475 E #200
South Ogden, UT 84403
jcaugg@greatbasineng.com



A1 ROOF OVER TOPO - CLUSTER 04
1/8" = 1'-0"

GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

DESIGN TEAM HAS MADE REASONABLE AND PROFESSIONAL EFFORTS TO ENSURE ACCURACY IN DRAWINGS. ANY AND ALL DISCREPANCY BETWEEN DRAWN DIMENSIONS AND FIELD DIMENSIONS IS NOT INTENTIONAL AND SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO ANY CONSTRUCTION.

ROOF NOTES

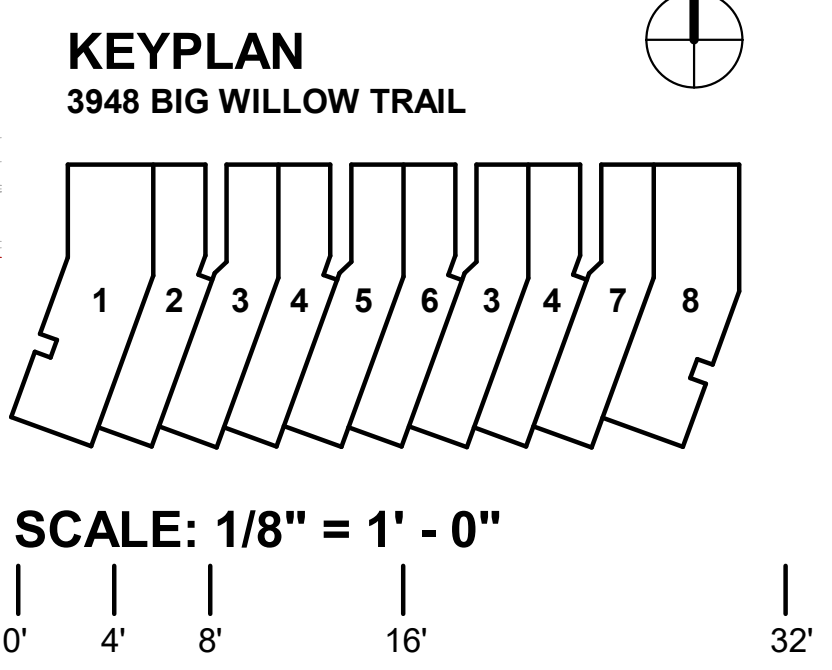
DO NOT BEGIN WORK WITHOUT HOLDING A PRE-ROOFING CONFERENCE. NOTIFY ARCHITECT, ROOFING MANUFACTURE, INSTALLER, SHEET METAL SUBCONTRACTOR AND OTHER RELATED SUBCONTRACTORS A MINIMUM OF 7 DAYS BEFORE COMMENCING ROOFING WORK.

THE ROOFING SUPPLIER, MANUFACTURE AND INSTALLER SHALL REVIEW, ALL ROOFING DETAILS AND ADVISE ARCHITECT ON ANY RECOMMENDED CHANGES. THE CONTRACTOR IS TO PROVIDE CRICKETS BEHIND ALL MECHANICAL EQUIPMENT CURBS, ROOF HATCH CURBS, ETC. MINIMUM SLOP AT ALL CRICKET VALLEYS SHALL BE 1/4" PER FOOT. DO NOT SCALE PLANS FOR CRICKET DIMENSIONS. ALL CRICKET SLOPES SHALL BE ACHIEVED IN ACCORDANCE WITH ROOFING MANUFACTURES REQUIREMENTS.

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Structural **YORK ENGINEERING**
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Mechanical **SHAKESPEARE ENGINEERING**
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brad@shakespeare-eng.com

Electrical **ELEMENTAL ENGINEERING**
76 W 13775 S, Ste 3
Draper, UT 84020
eric@elementalelectricalengineers.com

Civil **DOMINION ENGINEERING**
South Green St
Murray, UT 84123
jeremy@dominioneng.net

Landscape **GREAT BASIN ENGINEERING**
5746 S 1475 E #200
South Ogden, UT 84403
jcaugg@greatbasineng.com

No. Revision Description Date

Client **CRANDALL CAPITAL**
4001 KEARNS BLVD.
PARK CITY, UTAH, 84098

Print Date **3/4/2025 4:42:36 PM**
Project Submission **ADMIN CLIP**
Project Number **2235**

Drawn by **JAMIE OHLS**
Checked by **HOWARD TRENT SMITH**



Planning Department

May 28, 2025

Gary Crandall
Studio Crossing, LLC

CC: Trent Smith, Applicant Representative

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: 3995 Quinns Drive
3957 Front Street

Zoning District: Community Transition (CT), Regional Commercial Overlay (RCO), Sensitive Land Overlay (SLO), Entry Corridor Protection Overlay (ECPO)

Application: Plat Amendment

Project Number: PL-25-06541

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: May 28, 2025

Project Summary: Studio Crossing Subdivision 1st Amended plat, creating Lot A for development of 50 market-rate condominium units as part of Phase III of the Studio Crossing MPD.

Action Taken

On May 28, 2025, the Planning Commission conducted a public hearing and approved the Studio Crossing Subdivision 1st Amended plat according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. On May 24, 2012, the City Council adopted Ordinance No.12-12 approving the Quinn's Partnership Annexation, annexing 29.55 acres of land at the southwest corner of SR248 and the US40 Interchange in the Quinn's Junction Area, and zoning the property Community Transition (CT) and Regional Commercial



Planning Department

Overlay (RCO), within the Sensitive Land Overlay (SLO) and Entry Corridor Preservation Overlay (ECPO).

2. In June of 2012, the City Council approved the Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development (MPD) for the purpose of constructing 374,000 square feet of a motion picture studio and media campus.
3. On November 9, 2022, the Planning Commission approved amendments to the Quinn's Junction Partnership Annexation Master Planned Development Agreement to allow for a mixed-use project on Lot 1B of the Park City Film Studios First Amended Subdivision and forwarded a recommendation to the City Council to amend Ordinance 12-12 approving the Quinn's Partnership Annexation to allow exceptions to the Zone Height for development on Lot 1B.
4. On December 15, 2022, the City Council adopted Ordinance 2022-47, amending Ordinance 12-12 to allow a mixed-use development and exceptions to the Zone Height for Lot 1B of the Park City Film Studios First Amended Subdivision.
5. December 15, 2022, the City's Housing Authority approved the Applicant's Housing Mitigation Plan for a mixed-use development on Lot 1B, per Ordinance 2022-47.
6. October 25, 2023, the Planning Commission ratified the Quinn Capital Partners' Studio Crossings Annexation and MPD Development Agreement for Lot 1B of the Park City Film Studios First Amended Subdivision.
7. January 12, 2024, the Mayor and Applicant signed the Quinn Capital Partners' Studio Crossings Annexation and MPD Development Agreement, which includes an approved phasing plan.
8. On April 19, 2024, the Studio Crossing Subdivision Plat was recorded with Summit County (Recorder Entry No. 1218425), amending Lot 1B to create two Lots, Lot 1 (site of Phase III and IV townhomes/condominiums) and Lot 2, in which five Building Pods are platted for the mixed use and commercial retail buildings.
9. Section 2.1 of the Studio Crossing Development Agreement requires an Administrative Conditional Use Permit (ACUP) prior to any construction activity.
10. On June 13, 2024, the Planning Director approved an ACUP for Studio Crossing Phase I 60,000 square feet of mixed use development, including 104 deed restricted affordable dwelling units distributed across Building Pods 2 and 3.



Planning Department

11. On November 7, 2024, the Planning Director approved an ACUP for Studio Crossing Phase II 30,000 square feet of commercial retail distributed across Building Pods 1 and 4.
12. On March 5, 2025 a Plat Amendment and Condominium Plat Application as well as an ACUP Application were submitted for Phase III of the Studio Crossing MPD.
13. The Community Transition Zoning District does not require a minimum Lot size.
14. The proposed plat amendment creates a 3.14-acre Lot (Lot A) and amends Lot 1, reducing its size from 11.97 acres to 8.73 acres.
15. The Studio Crossing MPD met the Regional Commercial Overlay District minimum five-acre Lot requirement at the time of approval.
16. The proposed Plat Amendment is within the Entry Corridor Protection Overlay (ECPO) and is consistent with the approved Studio Crossing Site Plan (Exhibit C of the Studio Crossing MPD Development Agreement), which indicates the ECPO 100-foot Setback is a no build Zone, the 150-foot Setback requires a max building height of 20 feet and the 200-foot Setback requires a max building height of 25 feet. The ECPO setbacks are indicated on the proposed plat.
17. The Planning Commission's November 9, 2022 Final Action Letter approving the Studio Crossing MPD includes a Conclusion of Law that that the MPD "meets the Sensitive Lands requirements of the LMC and is designed to place development on the most developable land and least visually obtrusive portions of the Site.
18. Pursuant to LMC [§ 15-7.1-3](#), a Plat Amendment shall be reviewed according to the requirements of [§ 15-7.1-6](#), Final Subdivision Plat and approval shall require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

Conclusions of Law

1. There is Good Cause for this Plat Amendment as it is consistent with the Studio Crossing MPD Development Agreement, and the plan for Phase III development of the Studio Crossing MPD.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
4. No Public Street, Right-of-Way, or easement has been vacated or amended as a result of the Plat Amendment.

Conditions of Approval



Planning Department

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Plat Amendment within one year from the date of Planning Commission approval. If recordation has not occurred within one year, this approval will be void, unless the applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the Planning Commission.
3. The property is not within the Soils Ordinance. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
4. The undulating berm required by Conditions of Approval of Ordinance No.12-12 shall be constructed and maintained, consistent with the original Quinn's Junction Partnership Annexation MPD.
5. The Applicant shall install sanitary sewer facilities in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD) construction standards and specifications, SBWRD shall review and approve plans prior to the issuance of any utility or building permits; all items required under the Line Extension Agreement must be completed prior to the issuance of any building permits.
6. The Applicant shall coordinate all utility connections and ensure APWA and Park City Supplemental Standards and Specifications are followed for all Water connections.
7. Improvements shall be designed to meet all Engineering Department requirements.
8. The Park City Fire District shall review and approve final plans prior to the issuance of any utility or building permits.
The applicant shall construct a trail connection from the site to the Park City Rail Trail, upon review and approval of a plan by the City's Trails and Open Space Division and within the timeline in the approved Phasing Plan. The alternative access point for SR 248, referred to on the Studio Crossing Condominium plat as Big Willow Trail, shall be constructed as part of Phase III development, according to the approved Phasing Plan.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org.



Planning Department

Sincerely,

A handwritten signature in black ink, appearing to be "V. Lund", written over a horizontal line.

Planning Commission Chair

CC: Virgil Lund

Attachment: Studio Crossing Subdivision 1st Amended Plat



Planning Department

May 28, 2025

Gary Crandall
Studio Crossing, LLC

CC: Trent Smith, Applicant Representative

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: 3995 Quinns Drive / 3957 Front Street

Zoning District: Community Transition (CT), Regional Commercial Overlay (RCO), Sensitive Land Overlay (SLO), Entry Corridor Protection Overlay (ECPO)

Application: Condominium Plat

Project Number: PL-25-06460

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: May 28, 2025

Project Summary: The Studio Crossing Condominium Plat for 50 market-rate condominium units on newly created Lot A of the Studio Crossing Subdivision 1st Amended Plat, as part of Phase III of the Studio Crossing Master Planned Development.

Action Taken

On May 28, 2025, the Planning Commission conducted a public hearing and approved the Studio Crossing Condominium Plat according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. On May 24, 2012 the City Council adopted Ordinance No.12-12 approving the Quinn's Partnership Annexation, annexing 29.55 acres of land at the southwest corner of SR248 and the US40 Interchange in the Quinn's Junction Area, and zoning the property Community Transition (CT) and Regional Commercial



Planning Department

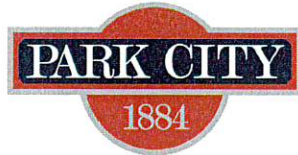
Overlay (RCO), within the Sensitive Land Overlay (SLO) and Entry Corridor Preservation Overlay (ECPO).

2. In June of 2012, the City Council approved the Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development (MPD) for the purpose of constructing 374,000 gross square feet of a motion picture studio and media campus.
3. On November 9, 2022 the Planning Commission approved amendments to the Quinn's Junction Partnership Annexation Master Planned Development Agreement to allow for a mixed-use project on Lot 1B of the Park City Film Studios First Amended Subdivision and forwarded a recommendation to the City Council to amend Ordinance 12-12 approving the Quinn's Partnership Annexation to allow exceptions to the Zone Height for development on Lot 1B.
4. On December 15, 2022 the City Council adopted Ordinance 2022-47, amending Ordinance 12-12 to allow a mixed-use development and exceptions to the Zone Height for Lot 1B of the Park City Film Studios First Amended Subdivision.
5. December 15, 2022 - The City's Housing Authority approved the Applicant's Housing Mitigation Plan for a mixed-use development on Lot 1B, per Ordinance 2022-47.
6. October 25, 2023 - The Planning Commission ratified the Quinn Capital Partners' Studio Crossings Annexation and MPD Development Agreement for 282,575 gross square feet of development for Lot 1B of the Park City Film Studios First Amended Subdivision.
7. January 12, 2024, the Mayor and Applicant signed the Quinn Capital Partners' Studio Crossings Annexation and MPD Development Agreement, which includes an approved phasing plan.
8. On April 19, 2024, the Studio Crossing Subdivision Plat was recorded with Summit County (Recorder Entry No. 1218425), amending Lot 1B to create two Lots, Lot 1 (site of Phase III and IV townhomes/condominiums) and Lot 2, in which five Building Pods are platted for the mixed use and commercial retail buildings.
9. Section 2.1 of the Studio Crossing Development Agreement requires an Administrative Conditional Use Permit (ACUP) prior to any construction activity.
10. On June 13, 2024, the Planning Director approved an ACUP for Studio Crossing Phase I 60,000 square feet of mixed use development, including 104 deed restricted affordable dwelling units distributed across Building Pods 2 and 3.



Planning Department

11. On November 7, 2024, the Planning Director approved an ACUP for Studio Crossing Phase II 30,000 square feet of commercial retail distributed across Building Pods 1 and 4.
12. On March 5, 2025 a Plat Amendment and Condominium Plat Application as well as an ACUP Application were submitted for Phase III of the Studio Crossing MPD.
13. The proposed Condominium Plat complies with the Community Transition Zoning District and Regional Commercial Overlay District based on the following findings:
 - a. The proposed Building Height of the Condominium Buildings in the Studio Crossing Condominium Plat is 25 feet, consistent with the November 9, 2022 Planning Commission Final Action Letter Findings of Fact and the CT Zone Height of 28 feet.
 - b. Proposed townhome condominium buildings are sited at least 25 feet from front, rear and side property boundaries.
 - c. The Studio Crossing MPD supersedes the CT base density requirement of one unit per 20 acres.
 - d. Pursuant to the Studio Crossings MPD Development Agreement, Section 2.6, the Phase III market-rate residential units shall consist of no more than 50 market-rate townhomes in five clusters of 10 units totaling 82,000 square feet.
 - e. The Quinn's Junction Partnership Annexation Development Agreement describes the total development activity for the property being limited to 374,000 square feet of Gross Floor Area.
 - f. The proposed townhomes are clustered in five condominium buildings with 10 dwelling units each, totaling 82,000 square feet of Gross Residential Floor Area consistent with the Studio Crossing MPD Development Agreement.
 - g. The Studio Crossing Phase III condominium plat does not include commercial uses that would be regulated under the RCO standards.
14. The proposed Condominium Plat is within the Entry Corridor Protection Overlay (ECPO) and meets the minimum required setback for buildings, as depicted in the Studio Crossing Site Plan, which indicates the ECPO 100-foot Setback is a no build Zone, the 150-foot Setback requires a max building height of 20 feet and the 200-foot Setback requires a max building height of 25 feet.



Planning Department

15. The Planning Commission's November 9, 2022 Final Action Letter approving the Studio Crossing MPD includes a Conclusion of Law that the MPD "meets the Sensitive Lands requirements of the LMC and is designed to place development on the most developable land and least visually obtrusive portions of the Site.
16. Studio Crossing Development Agreement Section 6.1, Project Phasing, requires "if any phases of the project are not issued building permits within 6 years of the issuance of the first building permit, the applicant shall be required to return to the Planning Commission to re-permit any remaining Density to ensure that the remaining development is still in the best interest of Park City and immediate neighborhood".
 - a. The first building permits issued for the Studio Crossing MPD were in 2024, for Phase I mixed use commercial and affordable housing units.
17. The Affordable Housing Mitigation plan (dated 12/15/2022) for the Studio Crossing MPD requires a total of 185 affordable housing units, 65 of which are required to be completed in Phase I and the remaining in a later phase; Condition of Approval 6 of the Affordable Housing Mitigation plat requires the 65 affordable Phase I units must receive Certificate of Occupancy prior to any market-rate unit.
18. At the time of this application 104 affordable housing units are under construction as part of Phase I; pursuant to the Studio Crossing MPD, no affordable housing units are required for Phase III of the development.
19. Utah Code Chapter 57-8 requires Common areas and facilities be identified in a declaration and maintained by an association of unit owners and Utah Code § 57-8-13 outlines specific requirements for Condominium Plats including the condominium declaration must be recorded with the Condominium Plat, and the plat must include diagrammatic floor plans of the building that identify each convertible space and physical unit contained within a building
 - a. The Studio Crossing Condominiums HOA is responsible for the common facilities within Lot A of the proposed plat.
 - b. The proposed plat includes floor plans delineating each individual unit in the 10-unit condominium buildings.
20. The Applicant has submitted a construction mitigation plan, utility plan, stormwater drainage and grading plan and a landscape plan to the Engineering Department.
21. The Studio Crossing MPD Development Agreement (Recorder Entry No. 01214657) Section 2.6 requires that any negative impacts such as parking or



Planning Department

noise caused by the nightly rental allowance for the market-rate units are mitigated through the CC&Rs recorded against the market-rate units.

Conclusions of Law

1. There is Good Cause for this Studio Crossing Condominium Plat as it is consistent with the Studio Crossing MPD Development Agreement, and the plan for Phase III development of the Studio Crossing MPD.
2. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
3. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Condominium Plat at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one year, this approval will be void, unless the applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the Planning Commission.
3. Pursuant to the Studio Crossing MPD Development Agreement, a minimum of the 65 required affordable Phase I units must receive Certificate of Occupancy prior to any market-rate unit.
4. If any phases of the project are not issued building permits within 6 years of the issuance of the first building permit, the applicant shall be required to return to the Planning Commission to re-permit any remaining Density to ensure that the remaining development is still in the best interest of Park City and immediate neighborhood.
5. The property is not within the Soils Ordinance. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. The undulating berm required by Conditions of Approval of Ordinance No.12-12 shall be constructed and maintained, consistent with the original Quinn's Junction Partnership Annexation MPD.
7. The Applicant shall install sanitary sewer facilities in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD) construction standards



Planning Department

- and specifications, SBWRD shall review and approve plans prior to the issuance of any utility or building permits; all items required under the Line Extension Agreement must be completed prior to the issuance of any building permits.
8. The Applicant shall coordinate all utility connections and ensure APWA and Park City Supplemental Standards and Specifications are followed for all Water connections.
 9. Where a Guarantee has been required for a Subdivision, no Certificate of Occupancy for any Building in the Subdivision shall be issued prior to the completion of the Public Improvements.
 10. The Park City Fire District shall review and approve final plans prior to the issuance of any utility or building permits.
 11. The CC&Rs recorded against the market rate units shall include measures to mitigate negative impacts of nightly rentals, such as noise, and parking impacts, and the Studio Crossing Condominiums HOA shall ensure enforcement of the nightly rental mitigation measures recorded in the CC&Rs.
 12. The condominium buildings shall adhere to the standards outlined in the Architectural Design Guidelines approved in the 2012 Annexation Agreement.
 13. Rooftop mechanical equipment shall be architecturally screened from public view.
 14. Trash and recycling enclosures shall be screened with landscaping or fencing.
 15. The applicant shall construct a trail connection from the site to the Park City Rail Trail, upon review and approval of a plan by the City's Trails and Open Space Division and within the timeline in the approved Phasing Plan. The alternative access point for SR 248, referred to on the Studio Crossing Condominium plat as Big Willow Trail, shall be constructed according to the approved Phasing Plan.
 16. Development of the Studio Crossing Condominiums Plat shall conform to the approved plans included as Exhibit F to the recorded Studio Crossing MPD Development Agreement (Recorder Entry No. 01214657).
 17. Conditions of Approval included the November 9, 2022 Planning Commission Final Action Letter, and Ordinance No. 2022-47, approving the Studio Crossing MPD, as well as Ordinance No. 2023-43, approving the Studio Crossing Subdivision continue to apply.
 18. All development on newly created Lot A shall comply with the terms of the Studio Crossing MPD Development Agreement, County Recorder Entry No. 01214657.

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



Planning Department

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

Sincerely,

A handwritten signature in black ink, appearing to be "Virgil Lund", written over a horizontal line.

Planning Commission Chair

CC: Virgil Lund

Attachments: Studio Crossing Condominium Plat

**DEVELOPMENT AGREEMENT
FOR THE
QUINN'S JUNCTION PARTNERSHIP ANNEXATION
MASTER PLANNED DEVELOPMENT
PARK CITY, SUMMIT COUNTY, UTAH**

This Development Agreement is entered into as of this 24th day of May, 2012, by and between QUINNS JUNCTION PARTNERSHIP ("Developer"), as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the Quinn's Junction Partnership Annexation Master Planned Development, and PARK CITY MUNICIPAL CORPORATION, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

RECITALS

A. Developer is the owner of approximately 29 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit D and incorporated herein by reference (the "Property").

B. As a compromise of claims and in settlement of litigation, Summit County recognized that the property in question has a vested development right to commercial uses.

C. Developer obtained these vested rights for a commercial project now known as "Quinn's Junction Partnership Annexation Planned Development" wherein, the parties agreed to settle long standing differences in return for recognition for a commercial use of the property in question. The Settlement Agreement is attached hereto as Exhibit B.

D. Developer and Park City also entered into an Annexation Agreement wherein Park City recognized the property has vested development rights to the commercial uses, densities, and configuration as part of a motion picture studio and media campus as stated in the Settlement Agreement described in Recital B. A copy of the Annexation Agreement is attached hereto as Exhibit C.

E. Based on a further agreement between developer and Park City with the consent of the County, Developer applied to build a mixed use development on the Property consisting of a Motion Picture Studio and Media Campus, ancillary and support commercial and lodging (the "Film Studio").

F. Developer obtained Park City approval for the development on the Property of a mixed use hotel and commercial project known as the Quinn's Junction Partnership Annexation Master Planned Development (the "Master Planned Development Approval"), as more fully described in the incorporated Approval Documents (hereinafter defined) and as set forth below (the "Project").

G. Park City requires development agreements under its Park City Land Management Code ("LMC") for all Master Planned Developments.

H. Park City determined that, subject to the terms and conditions of this Development Agreement,

Developer complied with the applicable provisions the Land Management Code (“LMC”) as provided in the Settlement Agreement and Annexation Agreement, and has found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC, as limited by the Annexation Agreement.

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

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

1. Project Conditions:

1.1. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated May 24, 2012, attached hereto as Exhibit E, and (ii) Film Studio Master Planned Development, prepared by IBI, dated May 24, 2012, attached hereto as Exhibit F, together with related documents attached thereto, are hereby incorporated herein by reference (the “Approval Documents”) and shall govern the development of Project, subject to the provisions of the January 17th, 2012 Annexation agreement including the vested rights of 374,000 gross sq. ft of development of Motion Picture and Media Campus and any modifications specifically set forth in this Development Agreement. The Project is located in the Community Transition (CT) Zoning District, with a Regional Commercial Overlay (RCO). Development Application for an Administrative Conditional Use Permit and a Park City Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Development Agreement.

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

1.3. Developer and its successors agree that the following are required to be entered into and approved by Park City prior to the issuance of a Building Permit: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and (e) a landscape plan in compliance with condition of approval #5 of the MPD approval and the Annexation agreement. Approvals by Park City shall not be unreasonably withheld.

1.4 Development Applications.

1.4.1 Development applications shall be approved by the City within a reasonable time if they comply with the January 17, 2012 Annexation Agreement, City’s vested rights laws and conform to this Development Agreement.

1.4.2 City’s Denial of a Development Application. Assuming Annexation is approved, if the City denies any Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons

the City believes that the Development application is not consistent with this MPD and/or the City's vested rights laws.

1.4.3 Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of a denial to resolve the issues specified in the denial of a Development Application.

1.4.4 City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a non-city agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

1.4.5 Mediation of Development Application Denials.

1.4.5.1 Issues Subject to Mediation. Issues resulting from the City's denial of a Development Application shall be mediated.

1.4.5.2 Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding of the parties.

1.4.6 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular parcel may not be known at the time of the sale of a parcel. Developer may obtain approval of a subdivision that does not create any individually developable lots in the parcel without being subject to any requirement in the City's vested laws to complete or provide security for any public infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any public infrastructure in the parcel shall be that of the developer or subdeveloper upon a subsequent re-subdivision of the parcel that creates individually development lots, or any building permit application, whichever occurs first.

1.5 Developer is responsible for compliance with all local, state and federal regulations regarding the soils and environmental conditions on the Property. Furthermore, Developer is responsible for receiving any required Army Corp of Engineer Permits related to the riparian zone of Silver Creek if it is required.

2. Master Plan Approval and Reserved Legislative Powers

2.1 MPD. Subject to the provisions of this Development Agreement, Developer is hereby granted the right by **Park City**, to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in the January 17, 2012 Annexation Agreement, this Development Agreement, in accordance with, and subject to the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City. Both parties acknowledge the Site Plan attached as Exhibit D and the Approval Documents supersede and replace the Site Plan attached as Attachment A to the Annexation Agreement.

2.2 If the Developer acquires any additional property contiguous to the Property and located within the bounds of Park City or the City Annexation Declaration area, then Developer may petition to annex or apply to add such future property within this Development Agreement. Park City will reasonably process and consider such petition or application in accordance with applicable state law and the Land Management Code in effect at that time.

2.3 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the power of the City to enact legislation under the police powers vested in a city such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Development Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in the City of Park City; and, unless Park City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, will not vest until such time as a complete application is filed in conformance with the applicable code(s), including but not limited to: building and energy, lighting, sign and subdivision codes.

2.4 Application Under City's Future Laws. Without waiving any rights granted by the January 17, 2012 Annexation Agreement, or this Development Agreement, Developer may at any time choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application so applied for. The election by the Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Developer from relying on prior Development Applications or the City's Vested right Law as they pertain thereto.

3. General Terms and Conditions

3.1 Term of Agreement. The Master Planned Development is subject to Section 15-6-4 (H) of the Land Management Code. Unless a delay is a result of delay of process by the City for a complete,

pending application, a building permit for the first phase of the Project must be approved within two years of the execution of this Development Agreement.

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

3.3 Provision of Municipal Services. Except as otherwise provided in the Annexation Agreement, Park City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including but not limited to police and other emergency services. The services shall be provided to the Project at the same level of services, on the same terms, and at the same rates as provided to other residents and properties in the City or applicable service district.

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

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

3.6 Integration. Except vested rights granted by Summit County to developer in consideration of the dismissal of litigation against the County and recognized by the City in the Annexation Agreement, this Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

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

3.8 Attorney's Fees. If either party commences litigation regarding this Development Agreement, any of the Exhibits hereto or the Approval Documents, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees and all costs paid by the other party.

3.9 Minor Administrative Modification. Minor, immaterial administrative modification may occur to the approvals contemplated and referenced herein without revision of this Development Agreement. These include but are not limited to changes in building configuration to accommodate tenants so long as the square footage, general location and uses are consistent with what is vested herein.

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

3.11 Default.

3.11.1 **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a subdeveloper, then the City shall also provide a courtesy copy of the Notice to Developer.

3.11.2 **Contents of the Notice of Default.** The Notice of Default shall:

3.11.2.1 Specific Claim. Specify the claimed event of Default;

3.11.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Development Agreement (including exhibits) that is claimed to be in Default;

3.11.2.3 Materiality. Identify why the Default is claimed to be materials; and

3.11.2.4 Optional Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

3.11.3 **Meet and Confer; Mediation.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 1.4.3- 1.4.5.

3.11.4 **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, then the parties may have the following remedies:

3.11.4.1 Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

3.11.4.2 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

3.11.4.3 Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a subdeveloper, development of those Parcels owned by the subdeveloper until the Default has been cured.

3.11.5 Public Meeting. Before any remedy in Section 3.11.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the Claimed Default.

3.11.6 Emergency Defaults. Anything in this Development Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 3.11.4 without the requirements of Section 3.11.5. The City shall give Notice to the Developer and/or any applicable subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

3.11.7 Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

3.11.8 Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

3.11.9 Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

4. Phasing; Access.

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

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

4.3 Form of Ownership Anticipated for Project. The Project will consist of a commercial building and related improvements, and a hotel building including 100 units and related improvements. Developer anticipates that the commercial portions and, if applicable, the hotel of the Project will be owned by Developer, or its assigns. Any condominiumization of the Project for private ownership, fractional ownership and common ownership of land and common facilities requires additional approvals and shall be in compliance with applicable ordinances and state code.

5. Affordable Housing. Pursuant to the Annexation Agreement, no affordable housing is required for this MPD. QJP shall post City affordable housing information in a work place accessible to all its employees.

6. Open Space. Pursuant to the Annexation Agreement, no definable open space is required for this MPD within the granted and approved development of 374,000 gross sq ft as defined in the agreement between the parties incorporated as exhibits hereto.

7. Physical Mine Hazards. If any, a list and map of all known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner as well as a description and GPS coordinates of those Physical Mine Hazards are hereby attached and incorporated as Exhibit H.

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

To Developer:

c/o Greg Ericksen Esq.
1065 South 500 West
Bountiful, Utah 84010

With a copy to:

Scott M. Lilja
Van Cott, Bagley, Cornwall & McCarthy
36 south State Street, Suite 1900
Salt Lake City, UT 84111-1478

To Park City:

445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Attn: City Attorney

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

8. List of Exhibits.

Exhibit A – Legal Description

Exhibit B – Settlement Agreement for film and media campus

Exhibit D – Site Plan
Exhibit C – Annexation Agreement
Exhibit E – Master Planned Development Findings of Fact, Conclusions of Law and Conditions of Approval dated May 24, 2012
Exhibit F - Master Planned Development Plans dated May 24, 2012
Exhibit G - Phasing Plan
Exhibit H - List of all known Physical Mine Hazards on the property (None)

IN WITNESS WHEREOF, this Development Agreement has been executed by Developer by a person duly authorized to execute the same, and by Park City acting by and through its City Council, as of the 24th day of May, 2012.

QUINNS JUNCTION PARTNERSHIP “Developer”

By: *[Signature]* managing member.
MICHAEL MARTIN

Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 19 day of June, 2012, before me, the undersigned notary, personally appeared, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as MANAGING MEMBER (title) for QUINNS JUNCTION PARTNERSHIP, a Utah partnership.



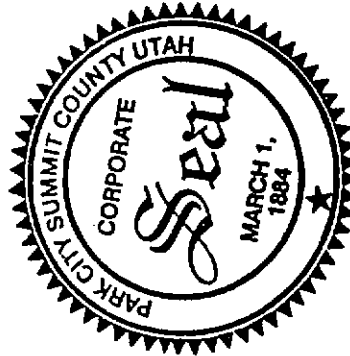
Sharon C Bauman
Notary Public

PARK CITY MUNICIPAL CORPORATION "Park City"

By: *Dana Williams*
Dana Williams, Mayor

ATTEST:

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



APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney

EXHIBIT A

That certain real property located in Summit County, State of Utah described as follows:

QUINN'S JUNCTION PARCEL

Beginning on the easterly line of State Highway 248 at a point which is S89°53'00"E 1557.19 feet along the Section Line (Basis of Bearing) and S0°00'00"E 1834.09 feet from an aluminum pipe monument at the Northwest Corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian from which Section Corner the GLO Stone Monument at the Northeast Corner of said Section 2 bears S89°53'00"E 5320.73 feet);

thence N22°00'40"E 1005.18 feet along the easterly Right-Of-Way Line of said Highway to a UDOT brass cap monument;

thence N34°07'00"E 544.70 feet along said Right-Of-Way Line to a UDOT brass cap monument and the beginning of a 638.50 foot radius curve the center of which bears S55°51'43"E;

thence Northeasterly 338.83 feet along said Right-Of-Way Line and said curve to the right through a central angle of 30°24'19" (chord bearing = N49°20'26"E 334.87 feet) to a UDOT brass cap monument;

thence N64°25'25"E 14.39 feet along said Right-Of-Way Line to a UDOT brass cap monument, said point also being on the westerly Right-Of-Way Line of US Highway 40;

thence S25°33'14"E 223.71 feet along said westerly Right-Of-Way Line to a UDOT brass cap monument and the beginning of a 2664.79 foot radius curve the center of which bears S64°29'22"W;

thence Southeasterly 535.20 feet along said Right-Of-Way Line and said curve to the right through a central angle of 11°30'26" (chord bearing = S19°45'25"E 534.30 feet) to a UDOT brass cap monument;

thence S23°49'09"E 243.42 feet along said Right-Of-Way Line to a UDOT brass cap monument;

thence S7°02'43"E 58.38 feet along said Right-Of-Way to a rebar with aluminum cap at a point that is S89°53'00"E 800.00 feet and S25°20'00"W 1336.80 feet from the PK nail marking the North Quarter Corner of said Section 2;

thence S25°20'00"W 568.97 feet to a rebar with aluminum cap on the North-South Center of Section Line of said Section 2;

thence S0°30'48"W 109.94 feet along said North-South Center of Section Line to a rebar with aluminum cap, said point being S0°30'48"W 1834.13 feet from said North Quarter Corner of Section 2;

thence N89°53'00"W 1087.40 feet to a rebar with aluminum cap and the point of beginning. Contains 29.5530 acres.

WHEN RECORDED RETURN TO

David L. Thomas
Chief Civil Deputy
Summit County Attorney
P.O. Box 128
60 N. Main Street
Coalville, Utah 84017

**SETTLEMENT AGREEMENT
FOR FILM AND MEDIA CAMPUS**

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of this 12th day of January, 2012, by and among QUINNS JUNCTION PARTNERSHIP (Michael Martin, General Partner), the sole owner of certain undeveloped real property in the Snyderville Basin, including all legal claims belonging to Ralph Merrill (the "QJP"), and SUMMIT COUNTY, a political subdivision of the State of Utah, by and through its County Manager (the "County").

RECITALS:

A. QJP is the owner of approximately 29 acres of land and appurtenant real property rights, located on the southwest corner of Quinn's Junction, which is at the intersection of U.S. 40 and S/R 248 in the Snyderville Basin, Summit County, Utah (the "Property"). QJP desires to build a mixed use development on the Property consisting of a Motion Picture Studio and Media Campus, ancillary and support commercial and lodging (the "Film Studio").

B. The Property is claimed to be within the Annexation Policy Plan of Park City Municipal Corporation (the "City") and its Expansion Area (the "Park City Annexation Declaration Area") in accordance with Utah Code Annotated ("UCA"), §10-2-201.5. The provisions of UCA, §10-2-402 have been satisfied. QJP has filed an Annexation Petition with Park City (the "QJP Annexation Petition" or "Petition") in accordance with UCA, §10-2-403.

C. QJP has asserted claims and commenced litigation against the County in two separate lawsuits and other administrative actions that are currently pending in State and Federal Courts.

D. As a result of this litigation several disputes have arisen between Summit County and QJP.

E. The parties desire to settle all claims, actions, and litigation between them (the "Litigation").

F. This Agreement implements the agreed upon conditions for settlement of the Litigation.

F. This Agreement provides that QJP shall attempt in good faith to annex into the City. In the event of a rejection of the annexation petition by the City, QJP will be vested with certain development rights within unincorporated Summit County.

G. Summit County, acting pursuant to its authority under Utah Code Annotated, Section 17-27a-101, et seq. and the Code, has made certain determinations with respect to the proposed Film Studio, and, in the exercise of the discretion afforded the County Manager in Summit County Code §1-14-10(F)(17) to settle lawsuits, has elected to approve of this Agreement.

SUMMIT COUNTY AND QJP HEREBY AGREE AS FOLLOWS:

ARTICLE I

Vested Rights within Unincorporated Summit County

1.1 Legal Description of Property. The legal description of the Property included with the Film Studio is attached hereto as Exhibit A, which is incorporated into this Agreement by this reference. No other property may be added to the legal description of the Film Studio for purposes of this Agreement, except by written amendment. Except as expressly set forth in this Agreement, this Agreement shall not affect any land other than the Property.

1.2 General Description of Film Studio. The Film Studio covered by this Agreement consists of approximately 29 acres of land located generally nearby and on the southwest corner of U.S. 40 and S.R. 248 in Summit County, Utah.

1.3 Vested Development Right. As a compromise of claims and in settlement of the Litigation, the County hereby recognizes that the Property has a vested development right to the following commercial uses, densities, and configuration as part of a Motion Picture Studio and Media Campus:

1.3.1 Total Density not to exceed a maximum of 355,000 gross square feet.

1.3.2 One Hotel/Lodging facility which shall not exceed 100 keyed rooms within the gross square footage granted herein without further approval by the County.

1.3.3 Heights not to exceed 32 feet except in the cases of sound stages/studios and entry way fire suppression water tank, which shall not exceed 60 feet.

1.3.4 Setback of buildings from the centerline of SR 248 and US 40 shall not be less than 150 feet from any building over 28 feet in height. Setback of all other buildings or structures shall not be less than 100 feet from the centerline of SR 248 and US 40.

1.3.5 All exterior street and other lighting shall be kept to a minimum, directed downward, and ensure that light sources are fully shielded. Only high pressure

sodium, incandescent, LED or other sources appearing to be amber in color consistent with the Code provisions for the protection of the night sky shall be allowed.

1.3.6 Permitted Uses shall be Recreation, International Film School, Commercial Support Retail, Entertainment Center, Hotel/Lodging, Motion Picture Media Campus, Sound Stages/Studios, and Event Center. All other uses are prohibited.

1.3.7 All other provisions of Summit County Code, §§ 10-1 thru 10-11, and all other County ordinances, which are not in conflict with §§1.3.1 – 1.3.6 herein, shall be applicable to the Property.

- 1.4 Process. §1.3 shall be subject to the approval of an appropriate form of Development Agreement.

ARTICLE II

Annexation to Park City

2.1 Annexation Declaration Area. Utah law favors that development take place within the boundaries of cities and towns where land is located in a city's annexation declaration area. The Property is claimed to be within the Park City Annexation Declaration Area.

2.2 Annexation Agreement. As a condition subsequent to the vesting of uses, densities, and configuration of the Film Studio contained in §1.3, QJP and the City have executed an Annexation Agreement, a copy of which is fully set forth at "Exhibit B" herein.

2.3 Petition. As a further condition subsequent to the vesting of uses, densities, and configuration of the Film Studio contained in §1.3, QJP has filed the QJP Annexation Petition with the City and QJP agrees it will not withdraw the petition prior to the City Council rendering a final decision/vote or the expiration of the time periods set forth in paragraph 2.3 of the Annexation Agreement, whichever occurs first.

2.4 Decision on Petition. The City shall either approve or reject the QJP Annexation Petition within ninety (90) days of the acceptance of the Petition by the City consistent with UCA, §10-2-405(1).

2.5 Effect of Petition Approval. Upon approval of the QJP Annexation Petition, the provisions of §§1.3 and 1.4 as they pertain to the Film Studio shall be vacated. The remainder of this Agreement shall remain in full force and effect.

2.6 Effect of Petition Rejection. Upon rejection of the QJP annexation petition, the provisions of §§1.3 and 1.4 as they pertain to the Film Studio shall be effective and in full force and effect.

ARTICLE III

Releases and Hold Harmless

3.1 Mutual Releases. At the time of, and subject to, the execution of this Agreement, and the acceptance of the QJP Annexation Petition by the City pursuant to UCA, §10-2-405(1), and excepting the parties' respective rights and obligations under this Agreement, QJP, on behalf of itself and QJP's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the County and the County's board members, council members, officials, employees, agents, attorneys and consultants, and the County, on behalf of itself and the County's board members, officials, employees, agents, attorneys and consultants, hereby releases QJP and QJP's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Property or the application, processing or approval of applications relating to the Property or the Film Studio, to include any past claims for vested development rights that are not provided for in this Agreement and those lawsuits styled Merrill v. Summit County, Case No. 2:08-cv-723 pending in the U.S. District Court in and for the State of Utah, Central Division, and Merrill v. Summit County, Case No. 050500052 pending in the Third District Court, Summit County, Utah. Said lawsuits shall be dismissed with prejudice within five (5) calendar days of the acceptance by the City of the QJP Annexation Petition in accordance with UCA, §10-2-405(1).

ARTICLE IV

General Terms and Conditions.

4.1 Agreements to Run with the Land. This Agreement and its accompanying Exhibits shall be recorded against the Property described in Exhibit A. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, QJP shall include the parties signing this Agreement and all successor owners of any part of the Property.

4.2 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

4.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

4.4 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the County:

Summit County Manager
Summit County Courthouse
60 N. Main
P.O. Box 128
Coalville, UT 84017

With copies to:

David L. Thomas
Chief Civil Deputy Summit County Attorney
60 N. Main
P.O. Box 128
Coalville, UT 84017

To Developer:

Quinns Junction Partnership
Attn: Greg S. Ericksen
Law Offices of Greg S. Ericksen
1065 South 500 West
Bountiful, UT 84010

With copies to:

Scott M. Lilja
VanCott Bagley Cornwall & McCarthy
36 South State Street, Suite 1900
Salt Lake City, UT 84111

4.5 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

4.6 Rights of Third Parties. This Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

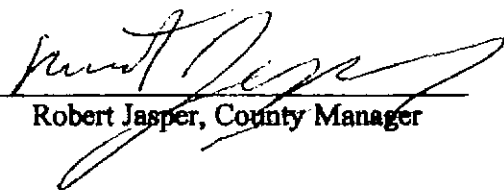
4.7 Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

4.8 Duration. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the date upon which the last signature appears hereon. The Term of this Agreement shall extend for a period of ten (10) years following the effective date unless the Agreement is earlier terminated, or its term modified by written amendment to this Agreement.

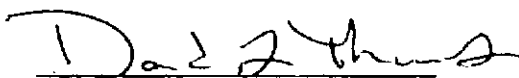
IN WITNESS WHEREOF, this Agreement has been executed by Summit County, acting by and through the County Manager, and by a duly authorized representative of QJP as of the above-stated date.

COUNTY:

COUNTY MANAGER OF SUMMIT COUNTY,
STATE OF UTAH

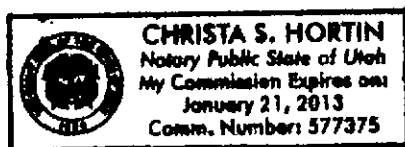
By: 
Robert Jasper, County Manager

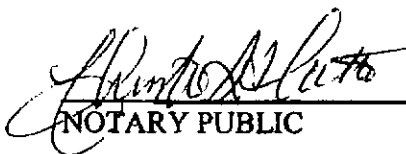
APPROVED AS TO FORM:


David L. Thomas
Chief Civil Deputy

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 18th day of January, 2012, by Robert Jasper, the County Manager of Summit County, State of Utah.




NOTARY PUBLIC
Residing at: Wanship, Utah

My Commission Expires: 1-21-13

Quinns Junction Partnership:

Quinns Junction Partnership, by its General Manager:

By *Michael Martin*, general manager
Michael Martin, Its General Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of January, 2012, by Michael Martin, General Manager of Quinns Junction Partnership.



Joni E. Simmons
NOTARY PUBLIC
Residing at: West Jordan, Utah

My Commission Expires:

10/16/13

EXHIBIT A

EXHIBIT "A"

That certain real property located in Summit County, State of Utah described as follows:

Beginning on the Easterly line of State Highway 248 at a point which is South 89°53' East along the Section line 1557.19 feet and South 00°00'00" East 1834.09 feet from an aluminum pipe monument at the Northwest corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian (from which Section corner the Glo Stone Monument at the Northeast corner of said Section 2 bears South 89°53'00" East 5320.725 feet); thence along the Easterly right-of-way line of said Highway North 22°00'40" East 1005.180 feet to a UDOT brass cap monument; thence along said right-of-way line North 34°07'00" East 544.699 feet to a UDOT brass cap monument; thence along said right-of-way line 338.834 feet along the arc of a 638.500 foot radius curve to the right (chord bears North 49°20'26" East 334.872 feet) to a UDOT brass cap monument; thence North 64°25'25" East 14.394 feet to a UDOT brass cap monument; thence along the Westerly right-of-way line of the new U.S. Highway 40 South 25°33'14" East 223.713 feet to a UDOT brass cap monument; thence along said Westerly right-of-way line 835.196 feet along the arc of a 2664.790 foot radius curve to the right (chord bears South 19°45'25" East 534.297 feet) to a UDOT brass cap monument; thence along said right-of-way line South 23°49'09" East 243.421 feet to a UDOT brass cap monument; thence along said right-of-way line South 7°02'43" East 58.383 feet to a rebar with aluminum cap at a point that is South 89°53' East along the Section line 800.00 feet and South 25°20'00" West 1336.802 feet from the PK nail marking the location of the North Quarter corner of said Section 2; thence South 25°20'00" West 568.966 feet to a rebar with aluminum cap on the North-South Quarter-Section line of said Section 2; thence along said Quarter-Section line South 0°30'48" West 109.935 feet to a rebar with aluminum cap at a point that is South 0°30'48" West 1834.13 feet from said North Quarter corner of Section 2; thence North 89°53'00" West 1087.396 feet to a rebar with aluminum cap at the point of beginning.

EXHIBIT C

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into as of this 17th day of January, 2012, by and among QUINNS JUNCTION PARTNERSHIP (Michael Martin, General Partner), the sole owner of certain undeveloped real property in the Snyderville Basin, including all legal claims belonging to Ralph Merrill (the "QJP"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah, by and through its City Manager (the "Park City").

RECITALS:

A. QJP is the owner of approximately 29 acres of land and appurtenant real property rights, located on the southwest corner of Quinn's Junction, which is at the intersection of U.S. 40 and S/R 248 in the Snyderville Basin, Summit County, Utah (the "Property"). QJP desires to build a mixed use development on the Property consisting of a Motion Picture Studio and Media Campus, ancillary and support commercial and lodging (the "Film Studio").

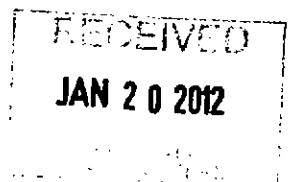
B. QJP has asserted claims and commenced litigation against Summit County ("the County") in two separate lawsuits and other administrative actions that are currently pending in State and Federal Courts. QJP anticipates consolidating the cases and adding the Park City as a defendant to the litigation.

C. As a result of this litigation several disputes have arisen between the Park City, the County and QJP.

D. The parties desire to settle all claims, actions, and litigation between them (the "Litigation").

E. This Agreement is part of that certain *Settlement Agreement For Film And Media Campus* (the "Settlement Agreement") which is expected to be entered into by and between the County and QJP. This Agreement and the Settlement Agreement collectively implement the agreed upon conditions for settlement of the Litigation.

F. This Agreement provides that QJP shall attempt in good faith to annex into Park City. In the event of a rejection of the annexation petition, QJP will be vested with certain development rights within unincorporated Summit County as defined in the County Settlement Agreement.



PARK CITY AND QJP HEREBY AGREE AS FOLLOWS:

ARTICLE I

Property

1.1 Legal Description of Property. The legal description of the Property included with the Film Studio is attached to the County Settlement Agreement as Exhibit A, which is incorporated into this Agreement by this reference. No other property may be added to the legal description of the Film Studio for purposes of this Agreement, except by written amendment. Except as expressly set forth in this Agreement, this Agreement shall not affect any land other than the Property.

1.2 General Description of Film Studio. The Film Studio covered by this Agreement consists of approximately 29 acres of land located generally nearby and on the southwest corner of U.S. 40 and S.R. 248 in Summit County, Utah.

1.3 Vested Development Right. As a compromise of claims and in settlement of the Litigation, Park City hereby recognizes that the Property has a vested development right to the commercial uses, densities, and configuration as part of a Motion Picture Studio and Media Campus as stated in the County Settlement Agreement.

ARTICLE II

Annexation to Park City

2.1 Annexation Declaration Area. Utah law favors that development take place within the boundaries of cities and towns where land is located in a city's annexation declaration area. The Property is within the Park City Annexation Declaration Area.

2.2 Petition. Park City shall expedite its review process to decide whether to annex the Property or not within 90 days of acceptance of the petition. The petition shall include the most recent traffic study and the most recent Environmental report on the QJP property.

2.3 Decision on Petition. Park City shall use all reasonable efforts to either approve or reject the QJP Annexation Petition within ninety (90) days. If reasonable circumstances require additional time (such as QJP failure to provide legally required information, third party protest, or state or local mandated notice provisions), both parties shall continue to cooperate to expedite the review and QJP shall provide at least 14 days written notice after the expiration of 90 days of its intent to withdraw the petition unless the City Council votes to annex. QJP agrees it will not withdraw the petition prior to the City Council rendering a final decision/vote or the expiration of the above time periods, whichever occurs first.

2.4 Zoning. The annexation petition will propose Regional Commercial Overlay- CT (Community Transition) zoning for the Property, which Park City will adopt

concurrently if the annexation is approved to enable the Master Plan discussed in Section 2.5.

2.5 **Master Plan.** The intent of the parties is to include such Master Plan components in a development agreement to be approved by the City Council concurrently with the annexation of the Property. The City Council shall receive the recommendation of the Planning Commission regarding the annexation, zoning and Master Planned Development ("MPD"). Due to the pre-existing vesting in the County and the terms of the County Settlement Agreement, QJP shall be exempt from any conflicting Park City Land Management Code provisions as expressly stated in the MPD. The following shall form the basis of the final MPD:

- a. Total Development Activity shall be limited to a Gross Commercial Floor Area of 374,000 square feet. Gross Commercial Floor Area shall include all enclosed areas of a building but shall not include roads, parking lots, or parking structures. Unenclosed porches, balconies, patios and decks, vent shafts, courts and one atrium subject to the restrictions below are not calculated in Gross Commercial Floor Area. As part of the MPD Site Plan in subsection (b), QJP may propose an enclosed atrium which primarily serves as a pedestrian connection between two building pads but which may also be used for studio film/set work provided such atrium is not a stand-alone studio/building and may not be converted to habitable space, is in an area screened from SR 248, and is approved as part of the Annexation, such approval not to be unreasonably withheld.
- b. The Site Plan and berming shall materially be the same as Site Plan included as **Attachment A**, unless modified by the City Council and accepted by QJP. Final design approval shall be an administrative conditional use permit reviewed by the Planning Department in compliance with LMC Chapter 5 and the Architectural Standards attached as **Attachment B**. This Annexation Agreement shall govern in the event of any conflict with Attachment B. Green Building design and construction shall meet minimum shadow LEED standards. All signage must comply with generally applicable Park City codes and no icon, water tower, or highway billboard is permitted.
- c. No open space, setbacks or affordable housing requirements may be imposed. QJP shall post City affordable housing information in a work place accessible to all its employees.
- d. Uses, including the amphitheater, shall be of the type as shown on **Attachment C** and/or consistent with the Film Studio and Campus concept and the gross square footage of those uses shall not exceed the limitation of paragraph 2.5 a. above. The hotel shall limited to 100 rooms and keys. The amphitheater stage may not be oriented toward City open space and shall be reviewed for compliance with Attachment B.
- e. Maximum building height 50 feet for sound stages, or a maximum height not to exceed 60 feet in Pad 7 of Attachment A in the event a major, long-term film production contract necessitates the full studio height. Non- Sound Stage Buildings:

- No more than 70% of the remaining buildings on the campus are between 36 - 40 feet in height.
 - Remaining building(s) on the campus are not greater than 28 feet in height (the CT Zone height limit).
 - No building shall be greater than 28 feet in height unless located more than 150 feet from the centerline of a public roadway.
 - Smaller buildings are massed and/or placed strategically to break up the volumes of the Sound Stage Buildings. This "stepping" will mitigate the appearance of the vertical façade of the taller buildings.
- f. Park City acknowledges that the Movie Studio portion of the campus shall have perimeter and entry security controls. Otherwise, internal circulation and trails shall otherwise comply with generally required MPD requirements.
 - g. The City shall request state funding for structured/underground parking and QJP shall support the City's request including the use of lobbyists to coordinate such joint request for the 2012 legislative session. Mitigation of the visual impacts of the parking and its relation to public transit planned for the project are acknowledged to be a material element of this settlement. Both parties must agree in advance on any legislative strategy regarding film studios in Park City or in the County or associated parking as stated above.
 - h. QJP shall pay all normal and legally imposed fees associated with planning review, permits and subsequent Development Activity, and all generally applicable impact fees, levies and taxes, all of which shall be nonrefundable unless otherwise provided by Park City ordinance. Park City acknowledges prior receipt of the annexation fee and no additional annexation fee is required.
 - i. QJP is responsible for coordinating water and utility service, which may include a third party provider, in compliance with applicable standards prior to annexation approval.
 - j. As a result of QJP's rights vesting as a result of County applications prior to the Quinns Junction Area Study (the "QJAS"), Park City hereby finds the terms of this Agreement exempt from the findings of the QJAS.

2.6 Non-compete and Sundance Sponsorship. QJP shall encourage the owner/operator of the Film Studio (currently anticipated to be Raleigh Studios) to consult with and enter into such sponsorship and use agreement with the Sundance Institute regarding the 2012 Sundance Film Festival (and thereafter so long as the studio is operational). Any agreements reached between Raleigh and Sundance shall be confidential but shall be provided to Park City prior to the approval of annexation of the property. QJP shall create covenants and restrictions (CCRs) applicable to the entire Property, including the Film Studio and all commercial owners and tenants, which prohibit commercial uses of any facility within the MPD which directly ambushes the Sundance Film Festival. Nothing herein shall prevent independent negotiations and agreements between the film studio operator and Park City or any Park City Master Festival License (MFL) holder. If such agreements are reached either prior to or subsequent annexation of the property, QJP shall incorporate such provisions into the CCRS so as to apply to all commercial tenants or owners. Direct ambush commercial

uses shall be defined to include but not be limited to event rental or subleasing during the dates of the Sundance Film Festival for the purposes of commercial business activity, marketing or promotional gifting not approved by Sundance which directly and materially competes with existing, official Sundance sponsorship. In the event annexation is not approved, this paragraph 2.6 shall apply to the vested development rights as defined in the County Settlement Agreement.

ARTICLE III

Release

3. Mutual Releases. At the time of, and contingent upon approval or rejection of the completed annexation, and excepting the parties' respective rights and obligations under this Agreement, QJP, on behalf of itself and QJP's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases Park City, council members, officials, employees, agents, attorneys and consultants, and Park City, on behalf of itself and Park City's board members, officials, employees, agents, attorneys and consultants, hereby releases QJP and QJP's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Annexation Agreement in connection with the Property or the application for annexation, processing or approval of applications relating to annexation of the Property or the Film Studio, to include any past claims for vested development rights, not including those recognized by Summit County, that are not provided for in this Agreement and any claims or potential claims arising out of those lawsuits styled Merrill v. Summit County, Case No. 2:08-cv-723 pending in the U.S. District Court in and for the State of Utah, Central Division, and Merrill v. Summit County, Case No. 050500052 pending in the Third District Court, Summit County, Utah. Nothing herein shall alter or effect the terms and conditions of the Settlement agreement or subsequent agreements if annexation fails as provided herein between QJP and Summit County.

ARTICLE IV

General Terms and Conditions.

4.1 Agreements to Run with the Land. This Annexation Agreement and its accompanying Exhibits shall be recorded against the Property described in Exhibit A to the County Settlement Agreement. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, QJP shall include the parties signing this Agreement and all successor owners of any part of the Property.

4.2 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with

state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

4.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

4.4 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

4.5 Rights of Third Parties. This Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

4.6 Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

4.7 City Council Approval. This Agreement is subject to the legislative approval of the City Council at an appropriately noticed open and public meeting.

4.8 Notices. Notices pursuant to this Agreement shall be deemed to have been properly given when deposited, postage prepaid, with the U.S. Postal Service, addressed to the parties as follows:

Quinns Junction Partnership
Attn: Greg S. Ericksen
Law Offices of Greg S. Ericksen
1065 South 500 West
Bountiful, UT 84010

With copies to:

Scott M. Lilja
VanCott Bagley Cornwall & McCarthy
36 South State Street, Suite 1900
Salt Lake City, UT 84111

Park City Municipal Corporation
Attention: City Attorney
P. O. Box 1480
Park City, Utah 84060
Tel.: (435) 615-5025
Fax: (435) 615-4901

- 4.9 Legislative Decision. The parties acknowledge that the decision to annex is purely a legislative decision by the City Council and nothing herein shall limit the City Council's discretion or power to make that legislative decision. While certain staff members of Park City have provided preliminary input to Quinn's and interested purchasers of the Property, and staff will continue to do so, such input is merely advisory as the final authority and decision to annex rests solely with the legislative body of Park City. Nothing herein shall limit the Park City's ability to annex the Property so long as an annexation petition is in conformance with U.C.A. § 10-2-403, and all other applicable requirements of Park City ordinances, the Park City General Plan, and Title 10, Chapter 2, Part 4 of the Utah Code.
- 4.10 This Agreement is contingent on QJP and Summit County entering into the *Settlement Agreement for Film and Media Campus* referred to in Recital E. above. In the event that *Settlement Agreement* is not entered into within 10 days from the date of this Agreement, this Agreement is null and void.
- 4.11 In the event Park City does not annex the property into the City jurisdiction in good faith as provided in this agreement, the parties hereby agree that QJP may apply to Summit County for development without protest ("protest" does not include public comment on final site planning and aesthetic design) from Park City provided that the application is consistent with the County Settlement Agreement. Nothing herein shall prevent Park City from public hearing participation or submitting comments on Settlement Agreement amendments or any subsequent development plan amendments.

DATED this 17th day of January, 2012.

QUINN'S JUNCTION PARTNERSHIP

By:  General Partner
Q.J.P.

PARK CITY MUNICIPAL CORPORATION

By: TL [Signature]
Thomas Bakaly, City Manager

Attest:

Sharon C Bauman
City Recorder's Office

Approved as to Form:

[Signature]
City Attorney's Office



LEGAL DESCRIPTION
EXHIBIT A

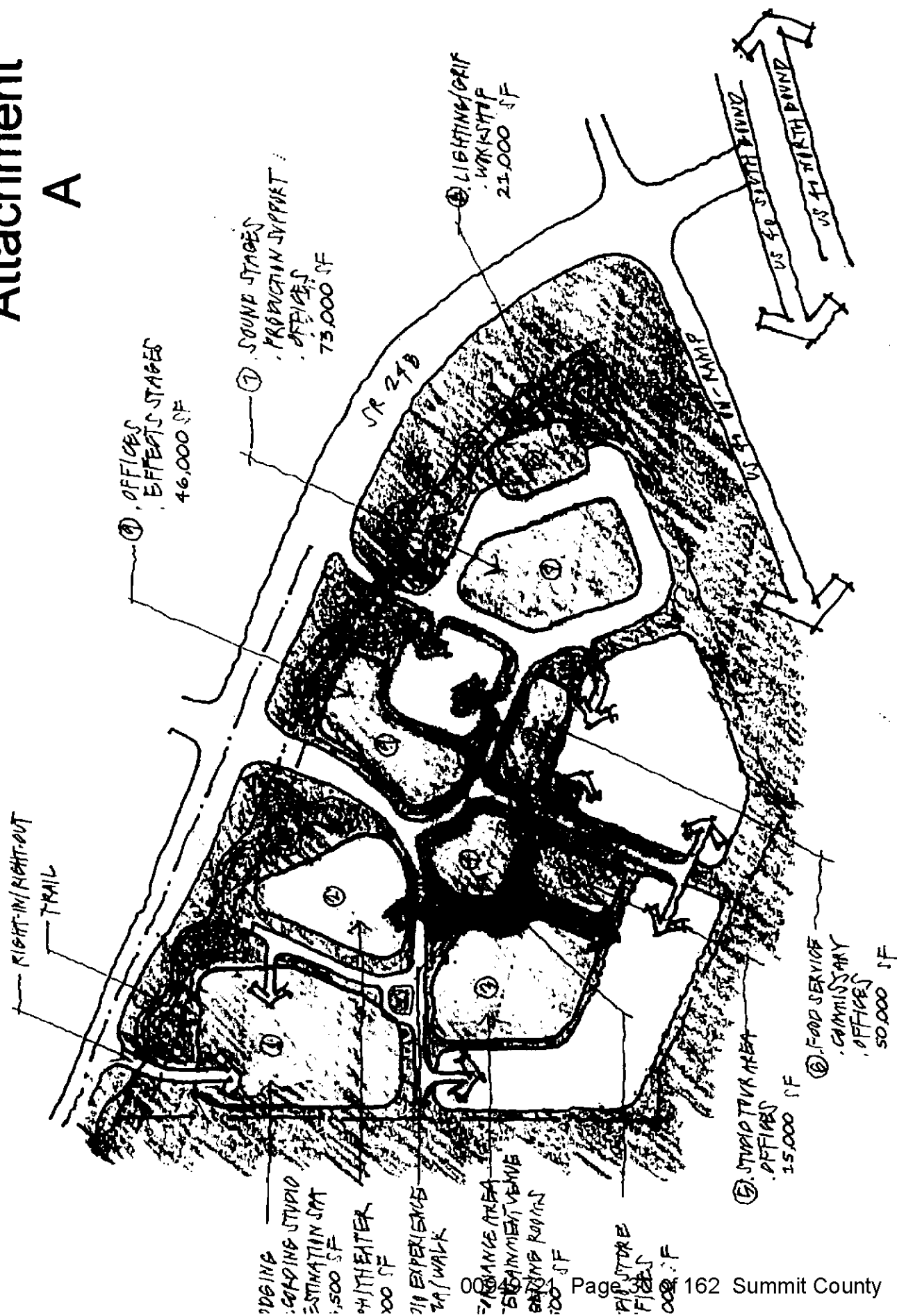
Order No. 161891

The land referred to in this exhibit is situated in the county of Summit State of Utah, and is described as follows:

Beginning on the Easterly line of State Highway 248 at a point which is South 89°53' East along the Section line 1557.19 feet and South 00°00'00" East 1834.09 feet from an aluminum pipe monument at the Northwest corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian (from which Section corner the Glo Stone Monument at the Northeast corner of said Section 2 bears South 89°53'00" East 5320.725 feet), thence along the Easterly right of way line of said Highway North 22°00'40" East 1005.180 feet to a UDOT brass cap monument, thence along said right of way line North 34°07'00" East 544.699 feet to a UDOT brass cap monument, thence along said right of way line 338.834 feet along the arc of a 638.500 foot radius curve to the right (chord bears North 49°20'26" East 334.872 feet) to a UDOT brass cap monument, thence North 64°25'25" East 14.394 feet to a UDOT brass cap monument, thence along the Westerly right of way line of the new U.S. Highway 40 South 25°33'14" East 223.713 feet to a UDOT brass cap monument, thence along said Westerly right of way line 535.196 feet along the arc of a 2664.790 foot radius curve to the right (chord bears South 19°45'25" East 534.297 feet) to a UDOT brass cap monument, thence along said right of way line South 23°49'09" East 243.421 feet to a UDOT brass cap monument, thence along said right of way line South 7°02'43" East 58.383 feet to a rebar with aluminum cap at a point that is South 89°53' East along the Section line 800.00 feet and South 25°20'00" West 1336.802 feet from the PK nail marking the location of the North Quarter corner of said Section 2, thence South 25°20'00" West 568.966 feet to a rebar with aluminum cap on the North-South Quarter Section line of said Section 2, thence along said Quarter Section line South 0°30'48" West 109.935 feet to a rebar with aluminum cap at a point that is South 0°30'48" West 1834.13 feet from said North Quarter corner of Section 2, thence North 89°53'00" West 1087.396 feet to a rebar with aluminum cap at the point of beginning.

Tax ID No: SS-91-A

Attachment A



Attachment B

Architectural Design Guidelines

The purpose of the architectural design guidelines is to provide direction for development of the vertical elements of the Film Studio Campus in order to achieve a built environment that is in harmony with the natural setting, existing structures where appropriate, and provides a comfortable, distinctive, and stimulating environment. The buildings currently located west of the US 40 and SR 248 Interchange and also located in the Park City Municipal limits were developed as a gathering of buildings to support sport, recreation and health.

In the design process, the existing buildings were reviewed by the Park City Planning Staff and Planning Commission. As such, the building designs capture the essence of the mountain setting while at the same time honoring the architecture of the era. Varying examples of this style can be found in the IHC Hospital, Summit County Public Health Center and Park City Ice Arena.

The goal of these design guidelines is to synthesize the proposed Film Studio Campus design into an architectural expression that connects to the surrounding structures and respects the importance of the Park City entry corridor.

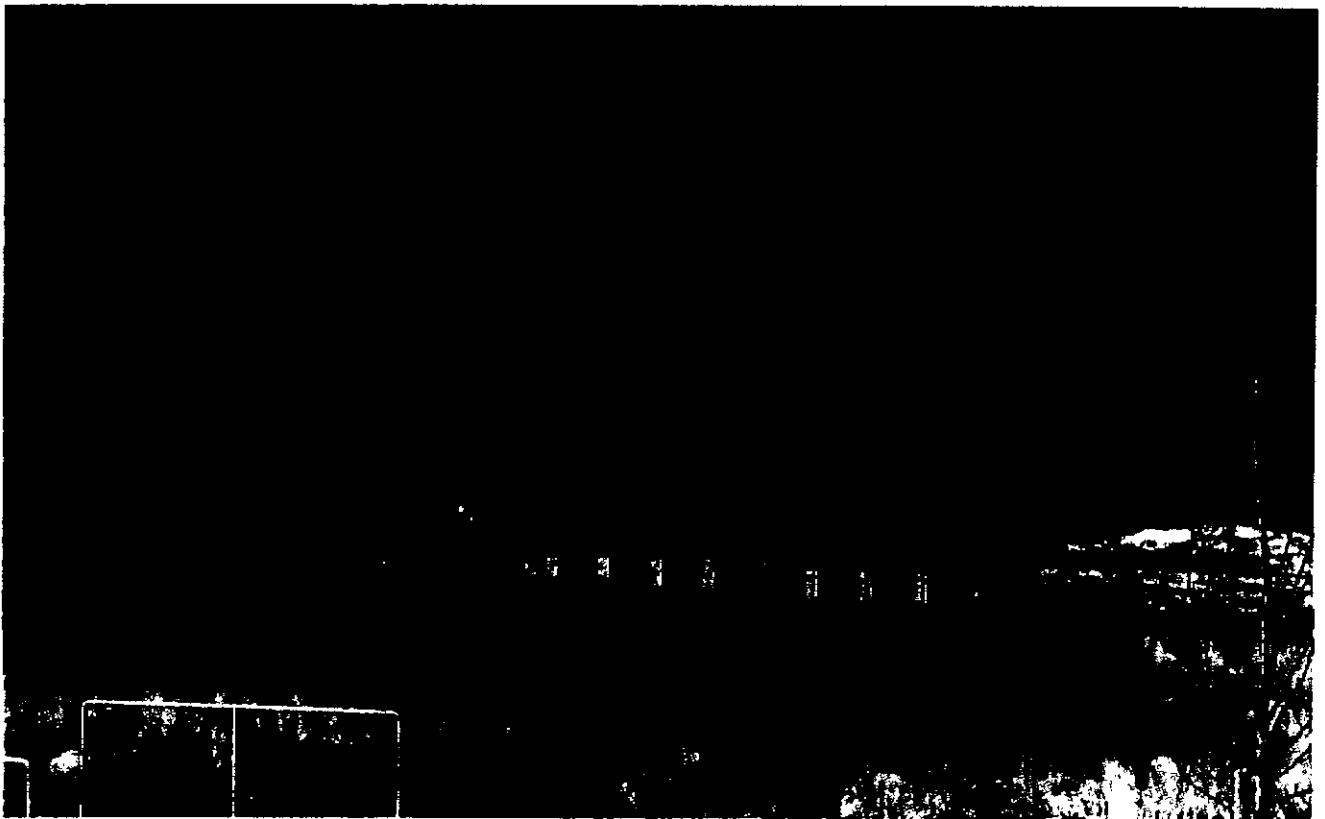


November 16, 2011

ADG1

General Guidelines

- Each new building should have a distinct architectural concept that is consistent in theme but rich in subtle variation.
- Buildings should be designed to provide a clear, unified, and easily identifiable image. Methods to achieve this include using similar architectural styles and materials, complementary roof forms, signs, colors, and pavement.
- All buildings should relate visually to one another and be compatible with adjacent buildings.
- Encouraged architectural and landscape design qualities and elements for the Film Studio Campus buildings are:
 - Using buildings to screen parking areas, service areas and storage areas;
 - Providing building modulation, entry accentuation and rich architectural details;
 - Incorporation of water conservation site design;
 - Use of shielded exterior lighting, protecting the night sky and creating path illumination; and
 - Natural landscaping to soften building exteriors and buffer between uses.
 - Green Building design and construction to meet minimum LEED Silver Standards.



View of three compatible buildings showing natural landscaping as a buffer between uses.

ADG2

Height and Mass

- The height and mass of the Film Studio Campus buildings should consider the visual and physical relationship to adjacent uses. A structure that dominates its environment by its relative size is strongly discouraged.
- The mass of a larger building should be broken down into a group of buildings clustered into traditional building compounds or a campus setting to create a sense of community.
- Building design should employ clean, simple, geometric forms and coordinated massing to produce overall unity, scale, and interest.
- Varying building heights, massing, roof forms and setbacks to define different functions such as offices, residential, hotel, studio and other uses is encouraged.
- Buildings should relate to the terrain and each other in their massing and forms. Larger masses should be located at the centers of building compositions, with smaller forms stepping outwards and down.



IHC Hospital showing variation in building mass and roof form.

ADG3

Building Design

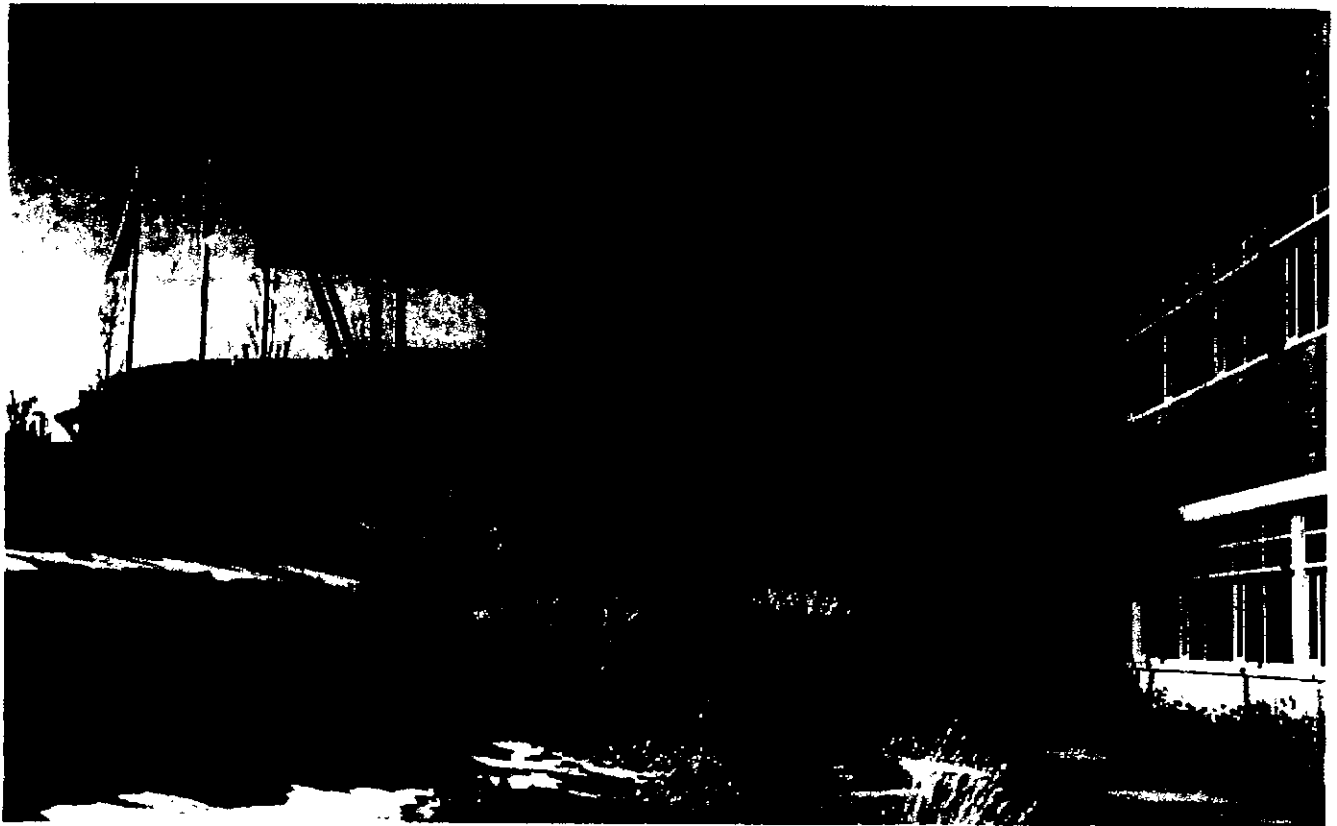
- Variety in building forms should be employed to create visual character and interest.
- Facades with a high level of visual interest from both vehicular and pedestrian viewpoints are encouraged. The exterior character of all buildings should enhance pedestrian activity in their immediate vicinities.
- Long building facades should be broken up with architectural details. Facades with varied setbacks are encouraged to provide visual interest.
- Rear and side wall elevations should provide building offsets and architectural details similar to the front facade.
- Entrances to individual buildings should be readily identifiable to visitors through the use of recesses or pop-outs, roof elements, columns, or other architectural elements.



Park City Ice Arena showing a variety of form and identifiable entry.

Roofs

- Roofs should be integral to the architectural theme of the Film Studio Campus buildings and contribute to the visual continuity. Rooflines of buildings should include variations to avoid long, continuous planes.
- Rooftops should be considered as design elements from various viewpoints: at ground level, from other buildings, and from adjacent perimeter roadways. Mixing roof forms on buildings creates variety in the "roofscape." Roofs should also be interesting when seen from above from upper levels of the mountain terrain.
- Rooftop equipment should be screened from view on all four sides by architectural features integrated with the design of the building.
- Roof design shall allow solar panels to be integrated into the roof design. Building orientation and shading design should minimize solar gain and maximize daylight harvesting.



Summit County Public Health Center showing a roof as a design element.

Materials and Color

- Materials should be chosen to withstand abuse or accidental damage by machinery. False facades and other simulated materials and ornamentation are not allowed.
- Clear or lightly tinted low-e glass (glazing) should be used, particularly at pedestrian levels where transparency between indoor and outdoor spaces is desirable.
- The use of various siding materials (i.e. masonry, concrete, metal, or wood siding to produce effects of texture and relief that provide architectural interest) is required.
- The use of compatible colors in a single facade or composition is required. Compatible colors add interest and variety while reducing building scale and breaking up plain walls.
- A color palette should be used on the Film Studio Campus buildings to help reduce their perceived size. Contrasting design elements and material colors that help break up the vertical monotony of large walls is necessary.



Example of Material Palette.

ADG6

Attachment C

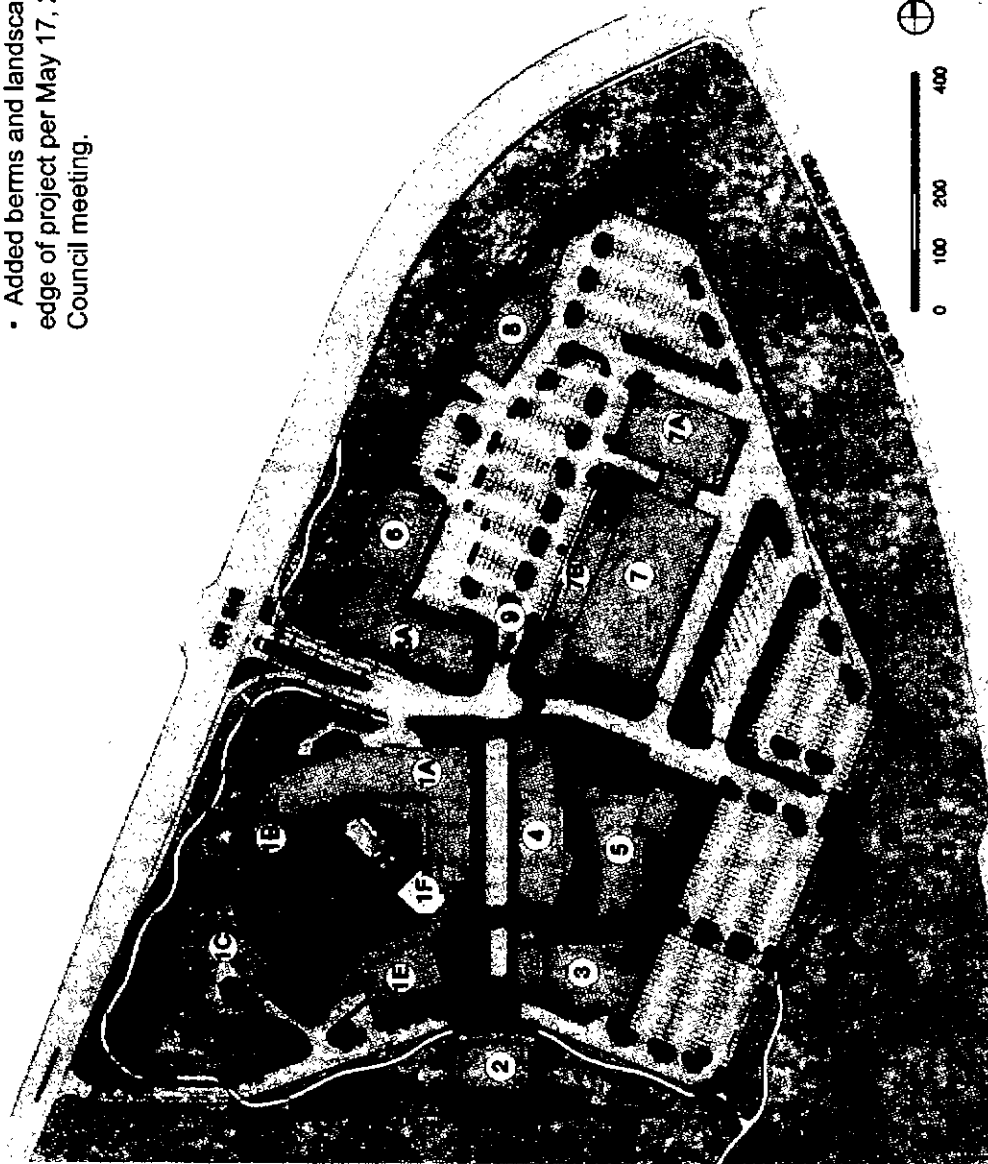
FILM AND TELEVISION/RECORDING STUDIO -PARK CITY

	Square Footage	Bldg Number	Bldg Total SF
STUDIO LODGING	85,000	1	
RECORDING STUDIO	2,500	1	
DESTINATION SPA	6,000	1	
			93,500
AMPITHEATER	6,000	2	
			6,000
SPECIAL EVENT STAGE	15,000	3	
SCREENING ROOMS	14,000	3	
ENTERTAINMENT VENUE	3,000	3	
PERFORMANCE AREAS/ OTHER VILLAGE VENUES	17,500	3	
			49,500
STUDIO STORE/ OTHER VILLAGE VENUES/OFFICES	20,000	4	
			20,000
STUDIO TOUR AREAS	6,000	5	
OFFICES/ OTHER VILLAGE VENUES	9,000	5	
			15,000
FOOD SERVICES COMMISSARY/ OFFICES ANCHOR TENANT	50,000	6	
			50,000
SOUNDSTAGES	48,000	7	
PRODUCTION SUPPORT/OFFICES	25,000	7	
			73,000
LIGHTING & GRIP	10,500	8	
WORKSHOP/EQUIPMENT STORAGE	10,500	8	
			21,000
EFFECTS STAGE/ OFFICES	46,000	9	
			46,000
		TOTAL SF	374,000

Raleigh Studios – Conceptual Site Plan

- Added berms and landscaping to south edge of project per May 17, 2012 City Council meeting.

Building Legend	
1A	Hotel Lodging
1B	Recording Studio
1C	Stage Venue
1D	Residence - omitted
1E	Grand Ball Room
1F	Atrium
2	Screening Rooms/Theater
3	Entertainment Venue
4	Mixed Use
5	Mixed Use
6	Sound Effects Stage
6A	Office, Effects Stage
7	Sound Stages
7A	Workshop
7B	Production Support/Offices
8	Workshop Office
9	Guard House



IBI
GROUP

Raleigh Studios
Park City, UT

Conceptual Site Plan
37 May 24, 2012

EXHIBIT D

subject to all City levies and assessments as described in the terms of said Development Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION DEVELOPMENT AGREEMENT. Council hereby authorizes the Mayor to execute the Development Agreement in substantially the same form as is attached hereto as "Exhibit G" and as approved by the City Attorney.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation with Regional Commercial Overlay (RCO) is consistent with the Annexation Agreement approved by the City Council and executed on January 17, 2012.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT zoning district, with an RCO overlay as shown in "Exhibit E".

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. The property is subject to the January 17, 2012 Annexation Agreement between Park City and Quinn's Junction Partnership that sets forth certain requirements and waivers for the MPD development. These waivers are due to pre-existing vesting in Summit County and the terms of the January 18, 2012 County Settlement Agreement.
2. Land Uses proposed in the MPD Plans include a 100 room/key hotel and associated lodging uses, a film studio campus with sound stages, and associated uses, including support commercial, recording studio, outdoor stage amphitheater, enclosed atrium area between the hotel and ballroom/meeting space, screening rooms and theater, related mixed use office/retail/entertainment, sound stages, film school and related educational uses, associated offices, workshops, and production support and offices. The Gross Floor Area allowed per the Annexation Agreement is 374,000 square feet. Exceptions to the Floor Area, including porches, balconies, patios and decks, vent shafts, courts, and one atrium subject to further restrictions, are spelled out in the Annexation Agreement.
3. Proposed uses as identified in the MPD Plans (Exhibit F) are consistent with the January 17, 2012 Annexation Agreement.

4. The City Council as the final approving body of the MPD has decreased the number of Off-Street Parking Spaces within MPDs based upon a parking analysis and recommendation from the Planning Department per Section 15-6-5 (E).
5. The City Council hereby incorporates the staff reports dated March 14th, March 28th, April 11th, April 25th, May 17th and May 24th, 2012 as part of the record of decision.

Conclusions of Law

1. Due to the unique circumstances of the terms and conditions of the County Settlement Agreement, the Annexation and Zoning Map amendment are consistent with the Annexation Agreement (Exhibit D), the City's Annexation Policy Plan, Quinn's Junction Study Area, the required findings and conclusions of LMC 15-6-6, and the Park City General Plan (2005).
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Official Zoning Map shall be amended to designate the Quinn's Junction Partnership Annexation property with Community Transition (CT) zoning, with a Regional Commercial Overlay (RCO) limited to the commercial uses provided in the Annexation Agreement dated January 17, 2012 and the MPD concurrently approved herein. To the extent there is any conflict between the MPD and the Annexation Agreement, the terms of the MPD shall govern.
2. The attached Exhibits, including the Development Agreement for the Quinn's Junction Annexation and the Annexation Agreement, shall be fully executed and recorded at Summit County, along with the Annexation Plat.
3. The Master Planned Development Plans hereby approved and all final design, Administrative CUP and building permits shall comply with the Annexation Agreement and all applicable Land Management Code "LMC" provisions that are not contrary to said Annexation Agreement.
4. The required Administrative Conditional Use permit application for final design shall be reviewed for consistency with the Annexation Agreement and the MPD Plans package, these conditions of approval including site design, building massing and height, setbacks, architectural design and vernacular, materials, colors, landscaping, lighting, fencing, grading, berming, trails, circulation for buses and emergency vehicles, parking and phasing, etc. and conditions of the Annexation Development Agreement. Rendered elevations, material and color samples, shall be provided for Planning Department review prior to approval of the Administrative Conditional Use permit. Maximum building height of Building 8 (formerly Pad 7) is limited to 50 feet or maximum height not to exceed 60 feet in the event a major, long term film production contract necessitates the full studio height in compliance with Paragraph 2.5(e) of the Annexation Agreement. Final Architectural Review pursuant to 15-2.23-6 shall be

concurrent with the Administrative CUP. Commissioner Jack Thomas shall participate in the Administrative CUP as a liaison for purpose of further input on final design and architectural elements. Final building footprints shall substantially conform to the MPD Site Plan approved by the City Council. Minor variations in building size and articulation will be considered by the Planning Director at the time of review of the Administrative CUP, provided that there is no increase in the total Gross Floor Area for each of the four main areas, namely: 1) the hotel, 2) office/sound stage support, 3) sound stage, and 4) retail/support. Final building footprints shall be located within the identified building pads.

5. A preliminary landscape plan, provided by a licensed landscape architect, and including landscape site design and materials consistent with those identified in the Annexation Agreement and as further specified in the MPD Plan package is required to be submitted with the Administrative Conditional Use permit application. The landscape plan shall identify grading, heights, and undulation of the perimeter berming to soften the view of the commercial structures. The landscape plan shall include a planting plan and an irrigation plan. Ground cover for green roofs shall also be included in the landscape plan. Perimeter landscaping should be of a substantial size and shall be reviewed and approved by the City Arborist and Landscape Architect. The landscape plan shall indicate how the landscaping will be phased and shall indicate perimeter plantings to be installed prior to vertical construction to provide screening of construction work. Temporary irrigation will be required to ensure these plantings survive. Final landscape plans, consistent with the preliminary landscape plan submitted with the Administrative CUP, shall be submitted and must be approved by the City with the building permit plan sets.
6. Parking lot and all other exterior lighting shall meet requirements of the LMC with additional restrictions on the overall wattage, automatic timers, and lighting designed in zones and shall comply with best lighting practices as recommended by the Dark Skies organization. A lighting plan, provided by a qualified lighting professional, shall be submitted with the Administrative Conditional Use permit application. The plan shall include a requirement to shut off lighting in parking areas used on an intermittent basis, particularly in the secure studio campus.
7. Security fencing on the property perimeter shall not exceed 7' in height and internal gate fencing may be 12' in height in areas limited to as shown on Exhibit F (page 42). Fencing shall not include razor wire or other details that read as "high security" fencing. Use of electronic monitoring is allowed. Fencing details shall be provided with the Administrative Conditional Use permit application and shall be consistent with the Final MPD Plan Package (Exhibit F, page 39) in terms of location, design, materials, colors, and extent. Perimeter fencing shall be phased consistent with the phased parking lot construction described in #16 below.
8. All vehicular access points to the development from SR-248 shall comply with any and all existing Corridor Preservation Agreements. Changes to

these Agreements must be approved by the Utah Department of Transportation. The City approves of the two proposed access locations as depicted on the Final MPD Plan Package (Exhibit F- page 9). The Applicant will be responsible for filing application for required access approvals with the Utah Department of Transportation. Without additional UDOT approvals, there will be a single public access to the property at the signalized intersection of Round Valley Drive and SR 248, and emergency access as approved by UDOT, and the Fire and Building departments.

9. In the event that the south secondary access point is approved, this access shall be located in such a way as to not preclude access to the adjacent City open space parcel. Necessary cross access easements shall be provided, on the subdivision plat, through the public area of the MPD to provide access to the signalized intersection for the City parcel.
10. Traffic Management Plans for special events shall be approved by the City's Special Events staff as well as by the City's Police Departments of Transportation and Public Safety. All necessary special event permits and conditional use permits shall be obtained prior to commencing the Special Event or Master Festival. No overcrowding permits may be granted by the Building Department. The Applicant agrees to City use of surplus parking, said "surplus" amount and availability determined by the Applicant, for City-approved special events, primarily for overflow parking for the Park City Sports Complex (ice, fields and hosted trail races). Provided such use is consistent with deed restrictions, the City will provide reciprocal use of surplus parking as determined by the City at the Sports Complex. Fees shall not be charged for the parking unless the host event is charging fees for the parking at other locations.
11. Outdoor activities and noise shall be limited to 7AM to 10 PM and shall not exceed the City's noise ordinance, unless otherwise allowed through a Special Event/Master Festival permit in accordance with the Municipal Code.
12. At the time of the Administrative Conditional Use permit application, the applicant shall identify the square footage of all parking areas and all hard surfaced areas. Interior and perimeter parking lot landscaping shall meet requirements of the LMC Chapter 3. Snow storage areas shall be provided in accordance with the LMC Sections 15-3-3(E) and 15-3-4.8(E).
13. At the time of the Administrative Conditional Use permit application, the applicant shall provide a detailed parking analysis to identify specific uses, square footage, employee, hours of operation, shared parking ratios, and other items that will allow the Planning Staff to calculate the parking demands as such relates to the progression of the proposed phasing plan. The parking analysis shall look at the extent to which alternative modes of travel (bus, shuttle, carpool, bike, etc.) and use of the Richardson Park and Ride can reduce the demand for parking at the site, on a day to day basis. The parking analysis shall also provide information about special events and parking demand. With reductions for shared parking as well as support uses which reduce the required parking spaces, parking spaces are hereby approved up to a maximum of 730

surface spaces, and an additional 150 spaces underground at the hotel, for a total of 880 parking spaces.

14. A phased parking plan shall be provided by the Applicant with the Administrative Conditional Use permit for approval by the Planning Department. The plan shall identify only essential paving with each phase of development, propose measures to reduce parking demand with various programs and incentives, and mitigate employee parking, particularly on the public campus and during construction. Prior to building each phase of parking, the applicant shall provide a parking analysis of existing conditions and needs, including traffic mitigation and use of the Richardson Park and Ride by full-time shift employees and mitigation of construction employee parking (such use the City hereby approves). The Planning Director must approve proceeding to construction for each phase of the parking; however such approval may not be unreasonably withheld. The final phase of parking area on Exhibit F, pg. 33 (farthest north/east lot) and any un-striped temporary parking shall contain a permeable surface area system.
15. The applicant shall pay the City \$75,000 to fulfill the proportionate share of the development's construction of public trail connections to the Park City Heights Rail Trail connector. The City shall build the trail. The applicant may install trail head amenities as shown on the MPD Plans at their expense.
16. Bike racks shall be provided for the various uses, as required by LMC Section 15-6, Master Planned Developments (hotel, mixed use, trail head area, sound stage, etc.).
17. Construction of a bus loop/bus shelter shall be provided prior to issuance of a certificate of occupancy for the hotel or mixed use buildings. The shelter shall be located at the bus drop-off located at one location of either option A, or B, as approved by the City Transit Manager. The Transit Manager may approve alternate location(s) as part of the Administrative CUP.
18. A grading plan shall be submitted with the Administrative Conditional Use permit application. Excavated materials shall remain on site to the greatest extent reasonably possible. Final grading plans, consistent with the preliminary grading plan submitted with the Administrative CUP, shall be submitted and must be approved by the City with the building permit plan sets.
19. Grading of the site, including the undulating berms and swales along SR 248 shall meet the sight distance and clear zone requirements of UDOT and be consistent with the grading proposed in the MPD Plans (with additional berm east of Building 2 adjacent to city property as reflected on revised sheets #10 and depicted on revised sheet #20, dated 5/24/12).
20. All landscaping, parking lots, driveways, roads, plazas, sidewalks, trails on the property, and other common areas shall be maintained by the property owner, or an Owner's Association, as the City will not maintain such areas.

21. Recycling centers shall be installed in the hotel, mixed use, and sound stage areas prior to issuance of a certificate of occupancy for the building.
22. The hotel shall provide shuttle service for guests within Park City and encourage guests to utilize shuttles from the airport as well as around town. The shuttle service shall be in place prior to issuance of a final certificate of occupancy for the hotel.
23. In accordance with Paragraph 2.5(h) of the Annexation Agreement, the applicant shall pay all applicable fees, including development, Building and Planning, Business licensing, and all other legally imposed fees and taxes collected by City Departments for services, utilities, etc.
24. A storm water management plan, prepared by a licensed professional, shall be submitted with the Administrative Conditional Use permit application and must meet all applicable code requirements on-site. The plan shall be consistent with best management practices for storm water management, including pre versus post run-off, water oil separators for parking facilities, and 100 year storm event detention on site. Final storm water plans, consistent with the preliminary plan submitted with the Administrative CUP, shall be submitted and must be approved by the City with the building permit plan sets.
25. Roof top mechanical equipment shall be architecturally screened from public view.
26. Trash and recycling enclosures shall be screened with landscaping, fencing, buildings, berms, etc. per the LMC.
27. LEED construction at the certified level without commissioning per the Annexation Agreement is required for the movie studios. The Applicant's architect shall score the construction and submit such to the Park City Building Department for confirmation. Based on the agreement of the anticipated manager of the complex, Raleigh Studios, Raleigh shall use best efforts to determine whether it is in their best interests to seek and obtain official LEED Construction Commissioning at the increased standard of Silver. However, at a minimum, the Hotel shall include a "Green" operational policy within industry standards and a door key activated light shut-off (or similar system) in all the rooms.
28. Areas of plazas, pedestrian walk ways, patios, etc. shall not be heat melted. Solar panels and skylights are allowed on rooftops per the LMC Chapter 5.
29. Acknowledging that the inside areas of the studio campus may be active 24/7, the applicant shall propose specific hours of operation for approval by the Planning Director as part of the Administrative CUP to mitigate traffic of employee loading and unloading. Support commercial uses, such as food service, deli, café, etc. shall be open during filming hours and office hours to mitigate vehicular trips off site for breaks and lunch. Where possible, set shift work will be scheduled in non-peak traffic times.
30. Additional Building articulation as required by LMC Chapter 5 shall be demonstrated on the final building plans prior to issuance of a building permit.

31. Permanent power shall be provided for the trailer parking area and the applicant shall use best effort to utilize solar or other renewable energy resource if technically and economically feasible.
32. A sign plan must be filed with the Administrative CUP in compliance with LMC Title 12. No icon, water tower, or billboards are allowed. Internal "plaza" areas shall be defined on the sign plan.
33. Final Subdivision approval shall contain covenants and restrictions (CCRS) in compliance with Paragraph 2.6 of the Annexation Agreement.
34. Water service is provided by Summit Water. The applicant may be required to construct an emergency connection to the City system if required by state drinking water approval or the project fails the flow and standards required by the International Fire Code (2009), specifically including Section 507, Appendix B and Table B105.1. Should City service be necessary in the future, the project may first be required to annex into the City Water District and the applicant shall pay applicable impact and user fees in effect at such time and make such dedications as required by LMC 15-8-5(C) (1-3).
35. This MPD approval and zoning approved herein are limited to the terms of the Annexation Agreement and due to the unique circumstances regarding a legal settlement of historic claims in the Summit County Settlement Agreement, such approval shall not be considered precedent for future zoning amendments or annexation petition to this or neighboring properties in the Quinn's/CT zone area. All future development applications, changes in commercial use, or rezone requests shall be processed in accordance with the General Plan, zoning and LMC in effect at the time of application. The densities approved herein shall not be considered in terms of neighborhood compatibility in the event of a rezone or CT amendment request by other properties within the CT zone.
36. As part of the required Construction Mitigation Plan, to be submitted prior to issuance of any building permits on the property, the landscape guarantee shall insure phased and adequate berming along SR248 in the event the project is not completed, and the construction guarantee bond shall take into consideration the location of this property on the entry corridor and provide for adequate landscape and site disturbance coverage for each phase of the building construction as proposed in Exhibit G of the Development Agreement to insure visual and physical impacts of any work stoppage are mitigated in the event construction is not completed on this property.
37. No wood burning devices or outdoor gas firepits/fireplaces with the exception of one fire pit (non-wood burning) and permanent BBQ appliances are allowed on the property at the hotel
38. Specific soils test pits shall be reviewed prior to building permit issuance and if environmental issues, such as contaminated soils are present, a mitigation plan shall be required prior to issuance of permits. To satisfy this condition, developer may submit prior tests and studies performed on the property.

39. The secure studio campus shall serve as a public emergency shelter if approved within the City's Emergency Plan.
40. The Planning Staff and the applicant shall complete a review of the Administrative Conditional Use Permit within one year of the first certificate of occupancy, and the staff shall provide a report of the review to the City Council.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Development Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this 24th day of May, 2012.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Janet M. Scott, CITY RECORDER

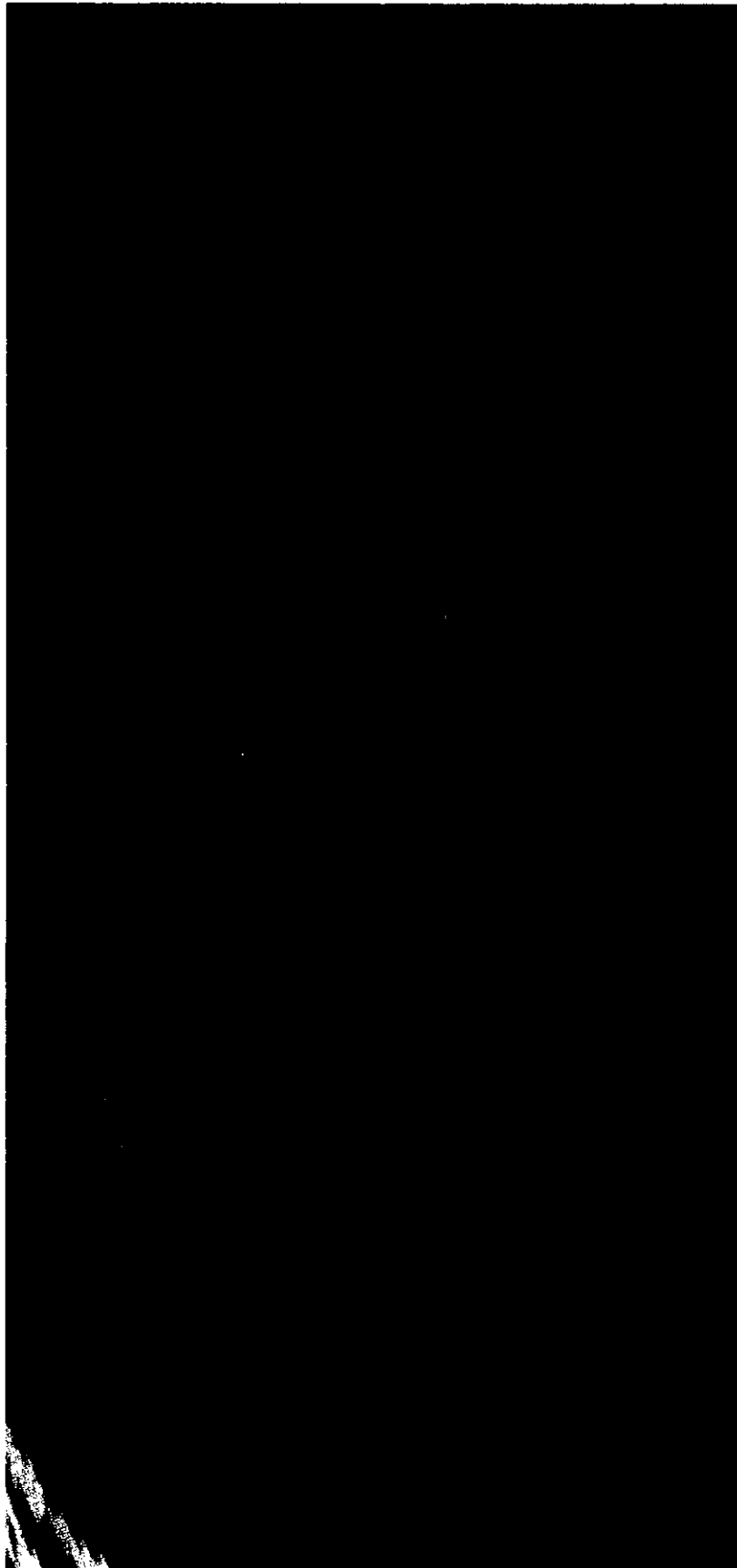
APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

Exhibits to the Ordinance

- Exhibit A- Annexation plat
- Exhibit B- Legal Description
- Exhibit C- County Settlement Agreement executed January 18, 2012
- Exhibit D- City Annexation Agreement
- Exhibit E- Zoning map amendment
- Exhibit F- Final MPD Plans packet
- Exhibit G- Annexation Development Agreement

Raleigh Studios – Final MPD Submittal



Conceptual Site Plan
28 May 24, 2012

Raleigh Studios
Park City, UT



Raleigh Studios – Context



Healthcare Campus

Quinns Rec Complex

National Ability Center

Proposed Film Studio

Park City Heights

IBI
GROUP

Raleigh Studios
Park City, UT

Conceptual Site Plan
30 March 14, 2012

Raleigh Studios – Connectivity (Roads)

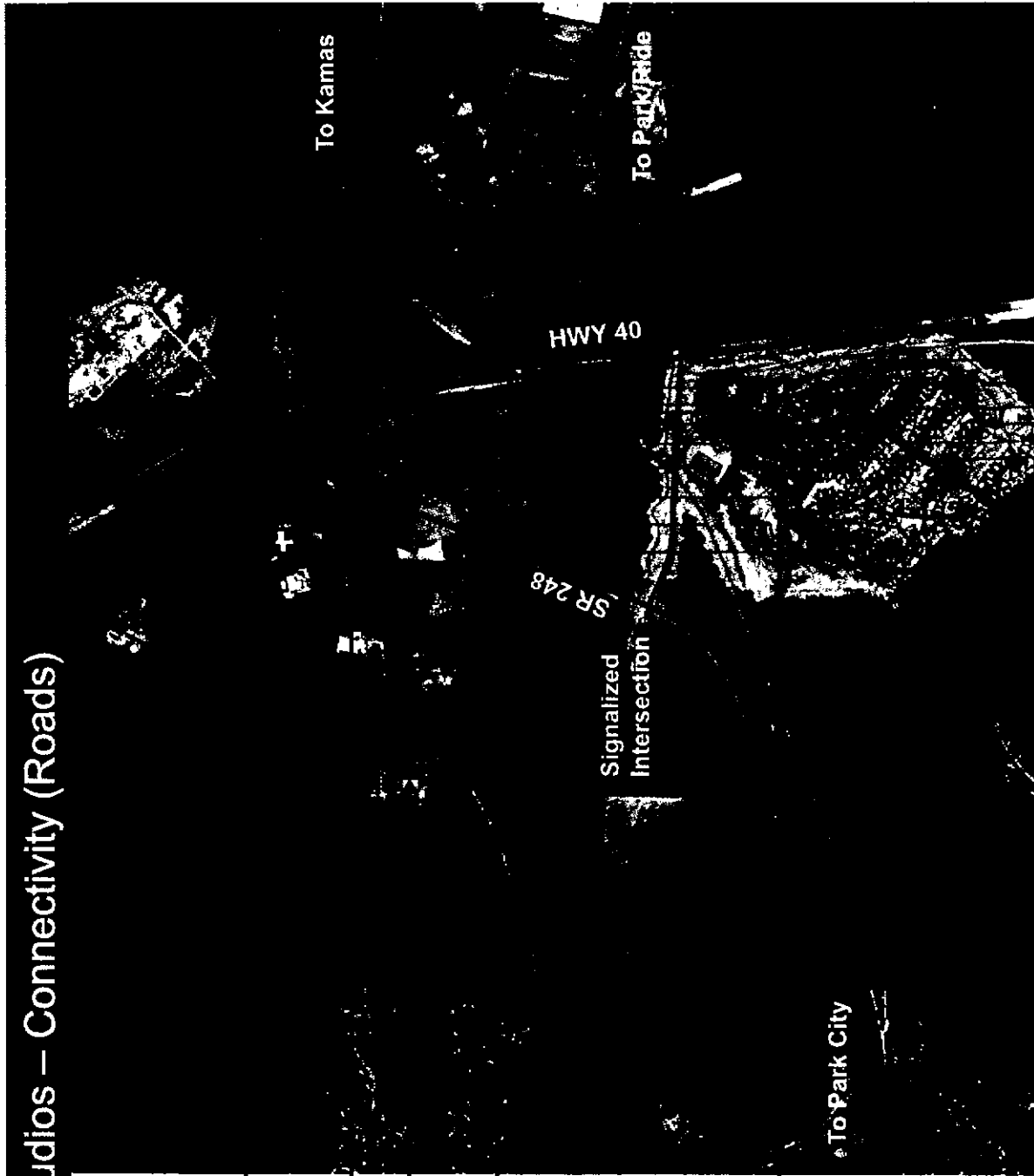
Healthcare Campus

Quinns Rec Complex

National Ability Center

Proposed Film Studio

Park City Heights



IBI
GROUP

Raleigh Studios
Park City, UT

Conceptual Site Plan
March 14, 2012

Raleigh Studios – Connectivity (Trails)

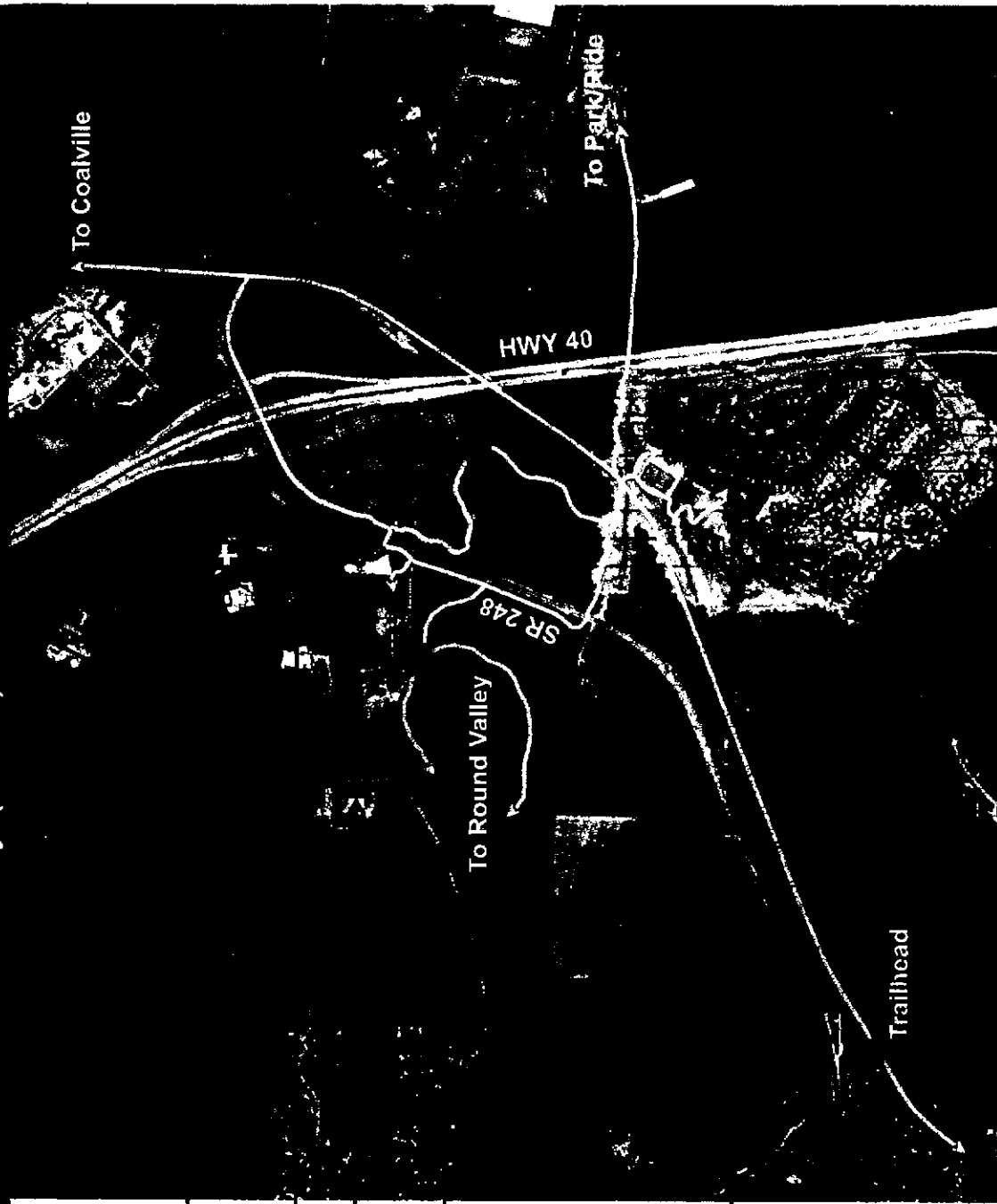
Healthcare Campus

Quinns Rec Complex

National Ability Center

Proposed Film Studio

Park City Heights

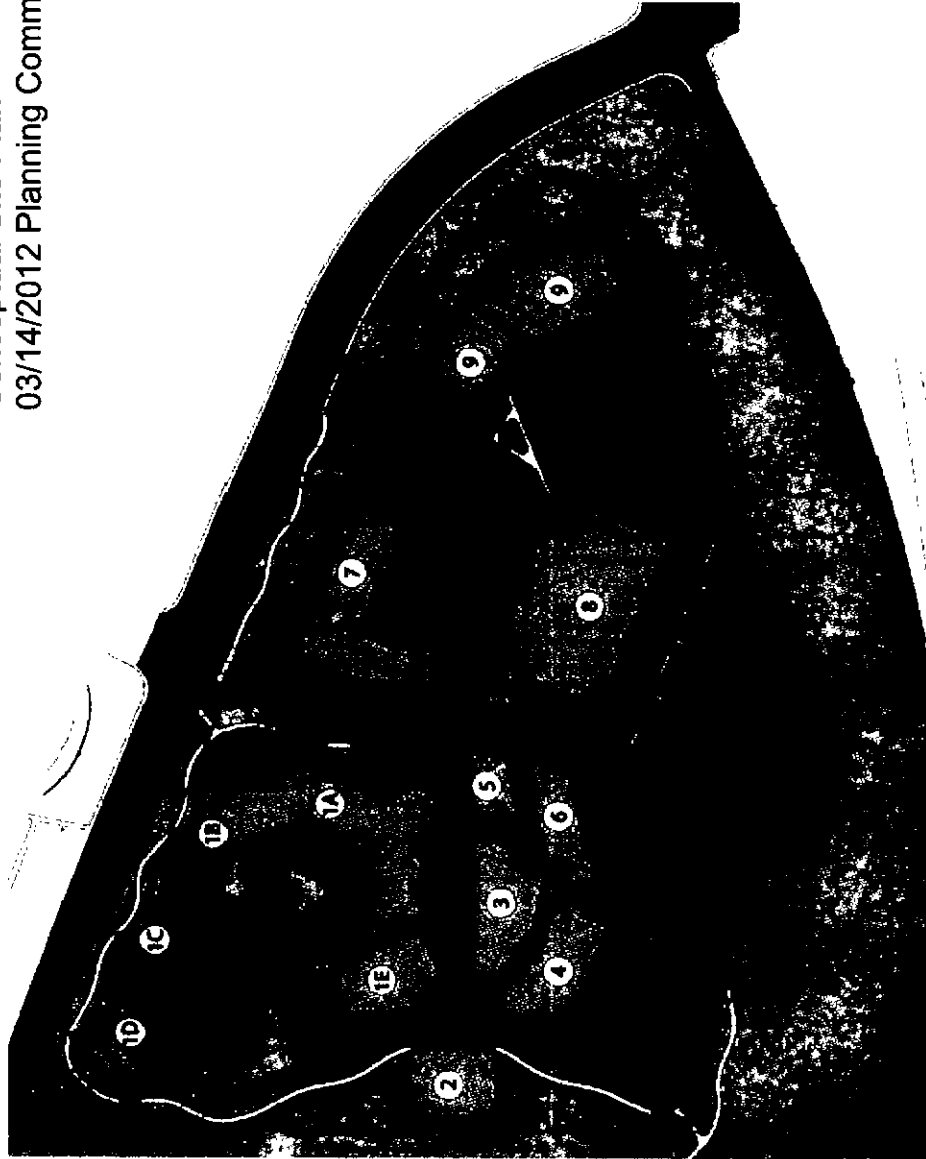



 Raleigh Studios
 Park City, UT

Conceptual Site Plan
 3 March 14, 2012

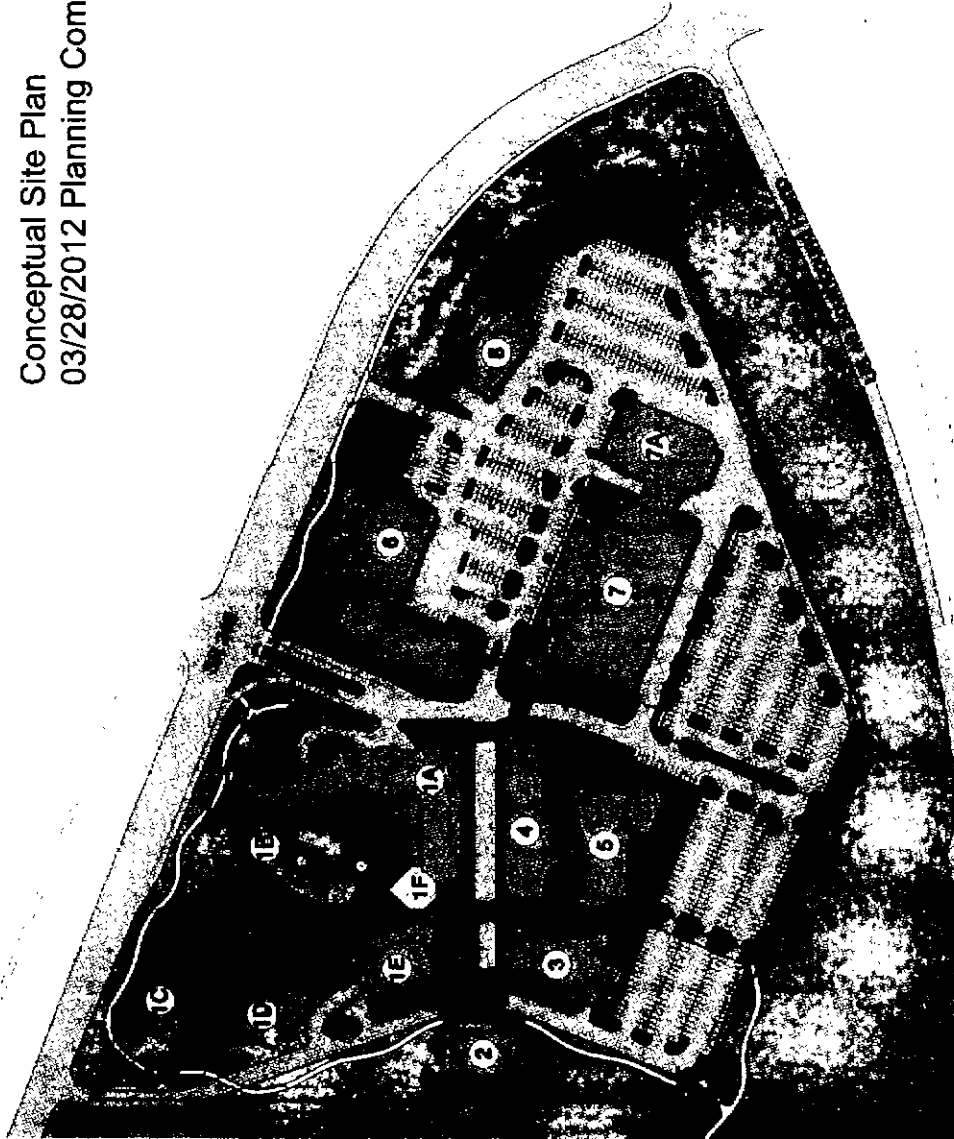
Raleigh Studios – Conceptual Site Plan

Conceptual Site Plan
03/14/2012 Planning Commission



Raleigh Studios – Conceptual Site Plan Revisions

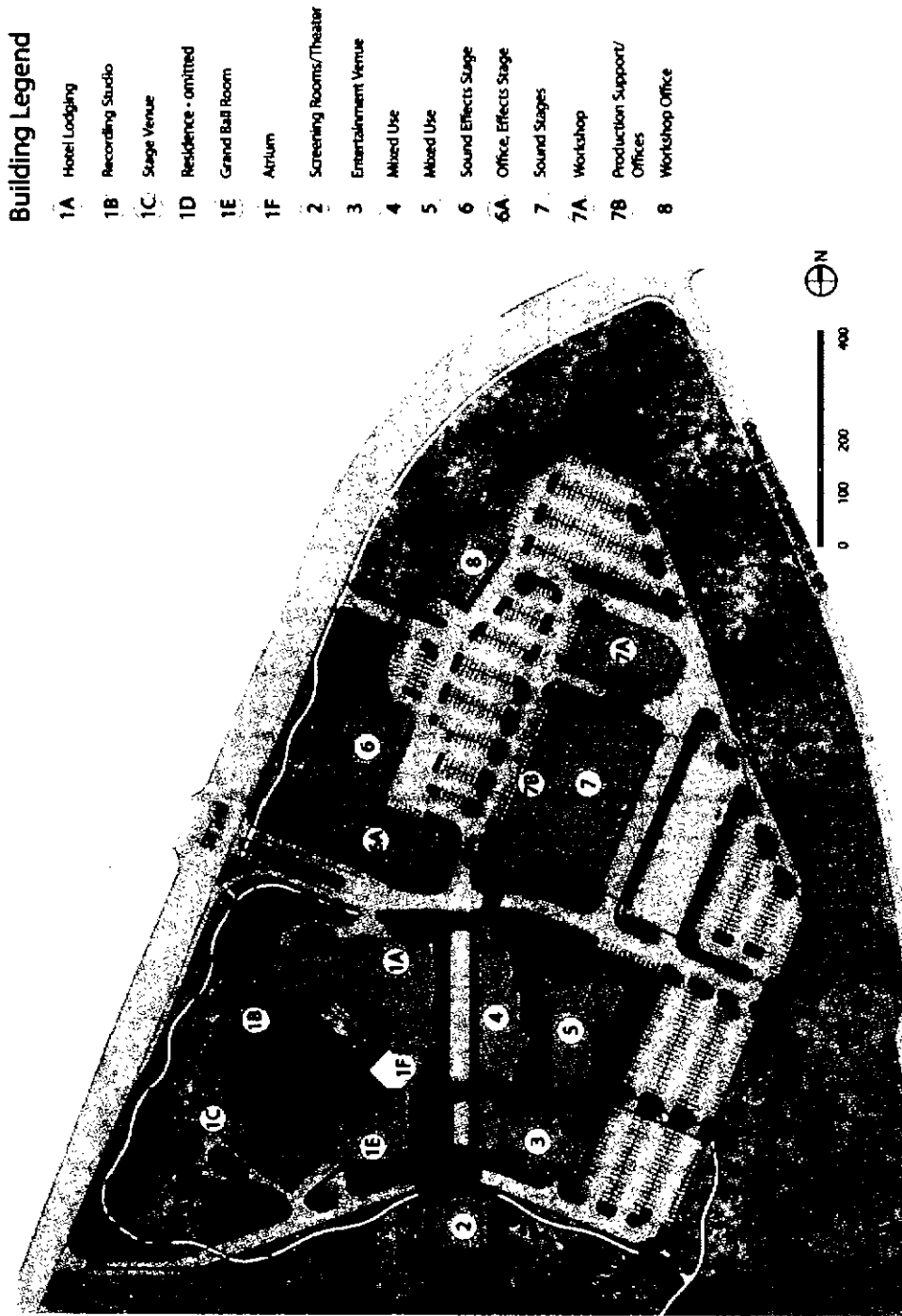
Conceptual Site Plan
03/28/2012 Planning Commission



Raleigh Studios
Park City, UT

Conceptual Site Plan
April 11, 2012

Raleigh Studios – Conceptual Site Plan



Conceptual Site Plan
April 11, 2012

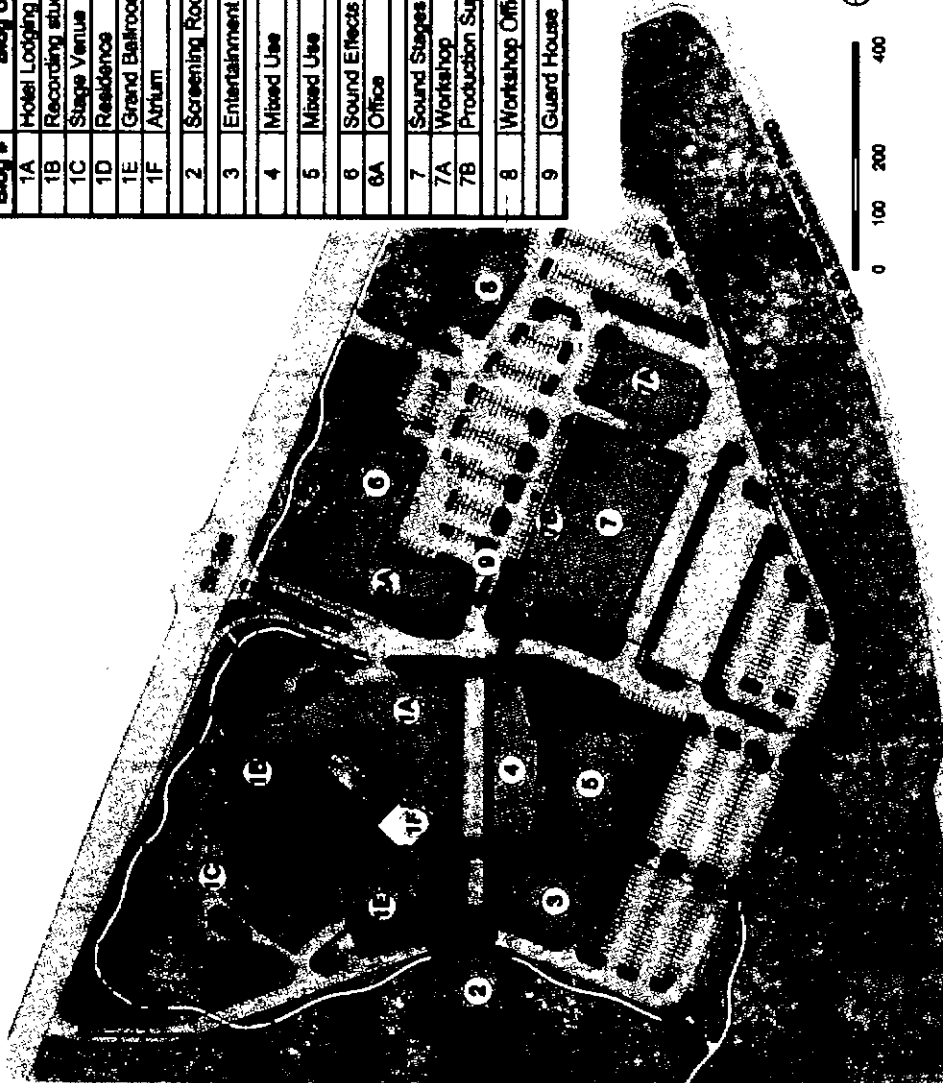
Raleigh Studios
Park City, UT



Raleigh Studios – Building Heights/Sizes

Bldg #	Bldg Use	Sqft (Gross)	Building Hts (Ft)
1A	Hotel Lodging (100 Keys)	112,000	40'
1B	Recording studio	2,500	16'
1C	Stage Venue	700	28'
1D	Residence (Omitted)	0	
1E	Grand Ballroom	18,000	28'
1F	Atrium	0	28'
2	Screening Rooms / Theater	15,000	40'
3	Entertainment Venue	14,500	40'
4	Mixed Use	33,350	28'
5	Mixed Use	25,825	28'
6	Sound Effects Stage	15,700	40'
6A	Office	37,200	38'
7	Sound Stages	47,375	60'
7A	Workshop	20,000	28'
7B	Production Support/ Offices	24,000	34'
8	Workshop Office	10,000	18'
9	Guard House	50	10'
Total			374,000

- Building heights and percentages comply with requirements of the Annexation Agreement
- See 3D massing for building heights

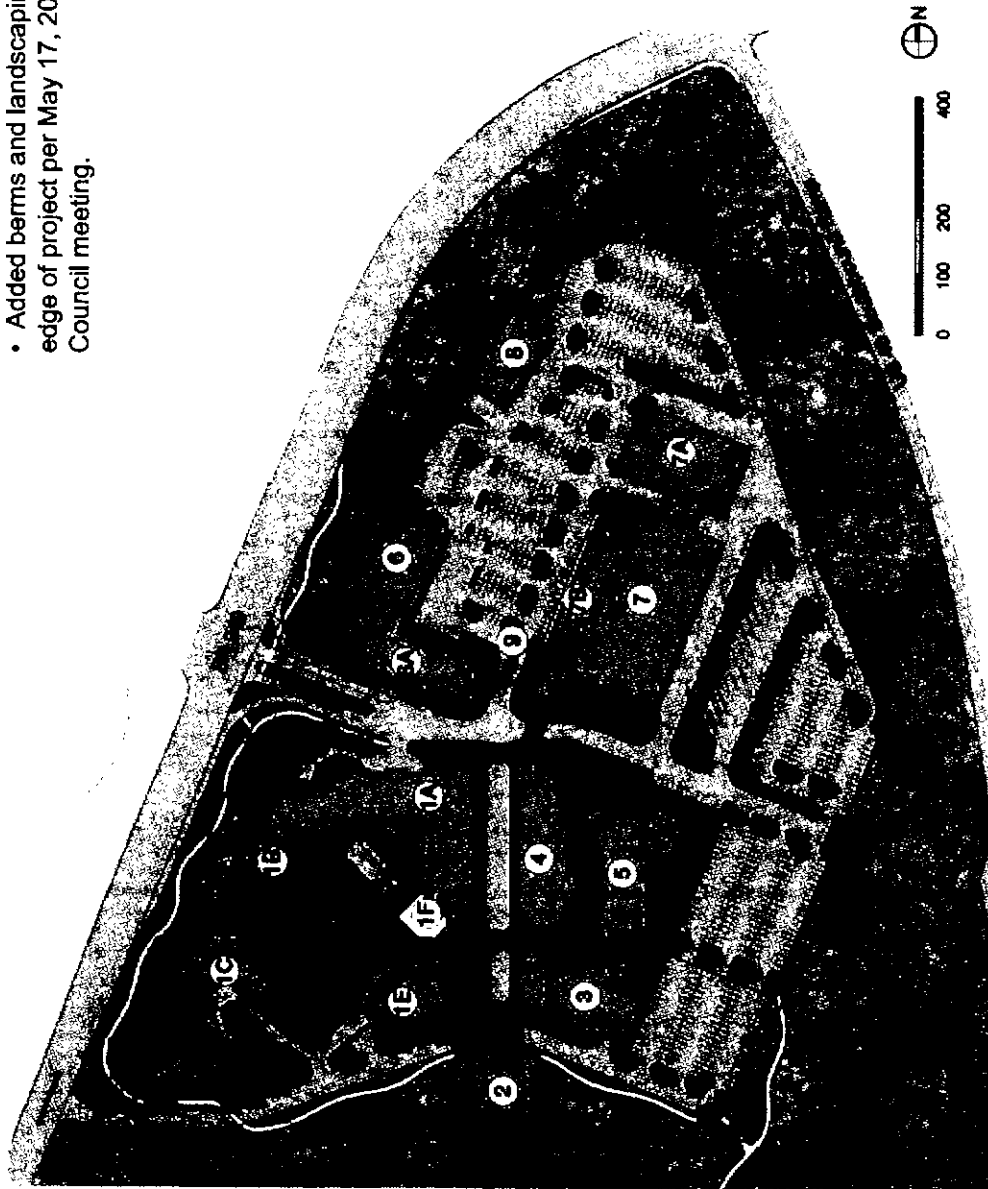


Raleigh Studios – Conceptual Site Plan

- Added berms and landscaping to south edge of project per May 17, 2012 City Council meeting.

Building Legend

1A	Hotel Lodging
1B	Recording Studio
1C	Stage Venue
1D	Residence - omitted
1E	Grand Ball Room
1F	At/um
2	Screening Rooms/Theater
3	Entertainment Venue
4	Mixed Use
5	Mixed Use
6	Sound Effects Stage
6A	Office, Effects Stage
7	Sound Stages
7A	Workshop
7B	Production Support/Offices
8	Workshop Office
9	Guard House

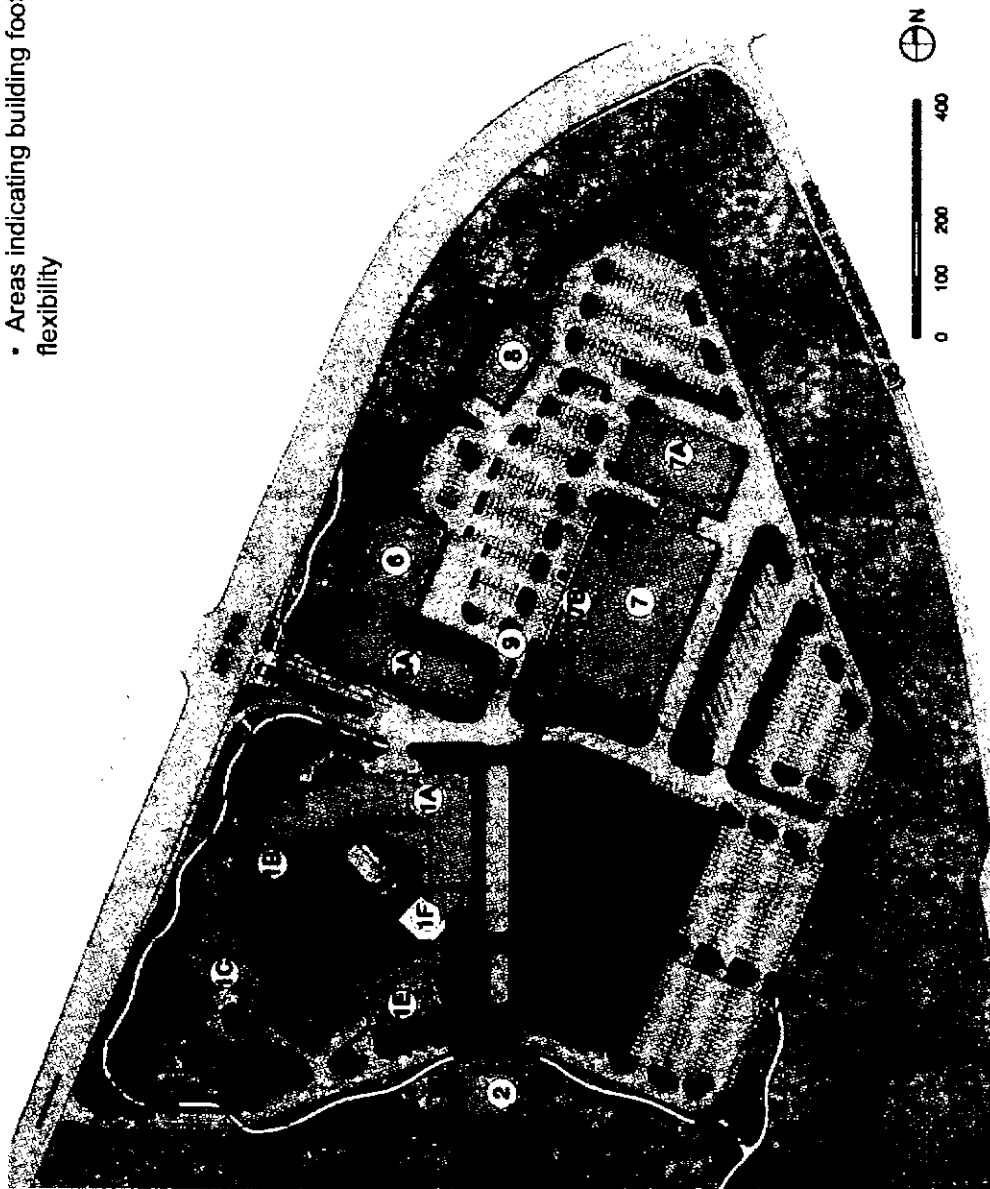


Raleigh Studios – Building Flexibility Zones

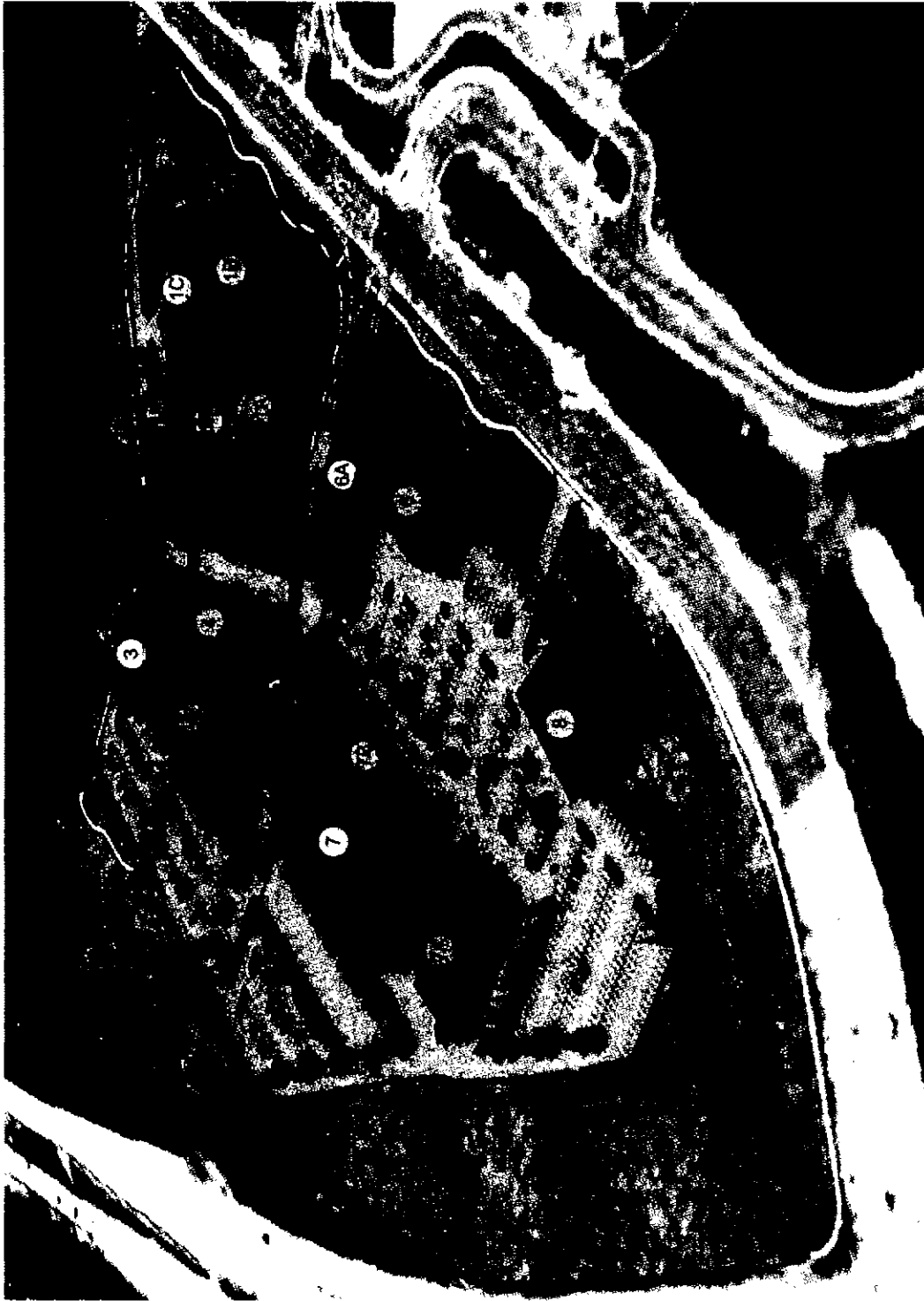
- Areas indicating building footprint flexibility

Building Legend

1A	Hotel Lodging
1B	Recording Studio
1C	Stage Venue
1D	Residence - omitted
1E	Grand Ball Room
1F	Atrium
2	Screening Rooms/Theater
3	Entertainment Venue
4	Mixed Use
5	Mixed Use
6	Sound Effects Stage
6A	Office, Effects Stage
7	Sound Stages
7A	Workshop
7B	Production Support/Offices
8	Workshop Office
9	Guard House







Massing Study Looking South

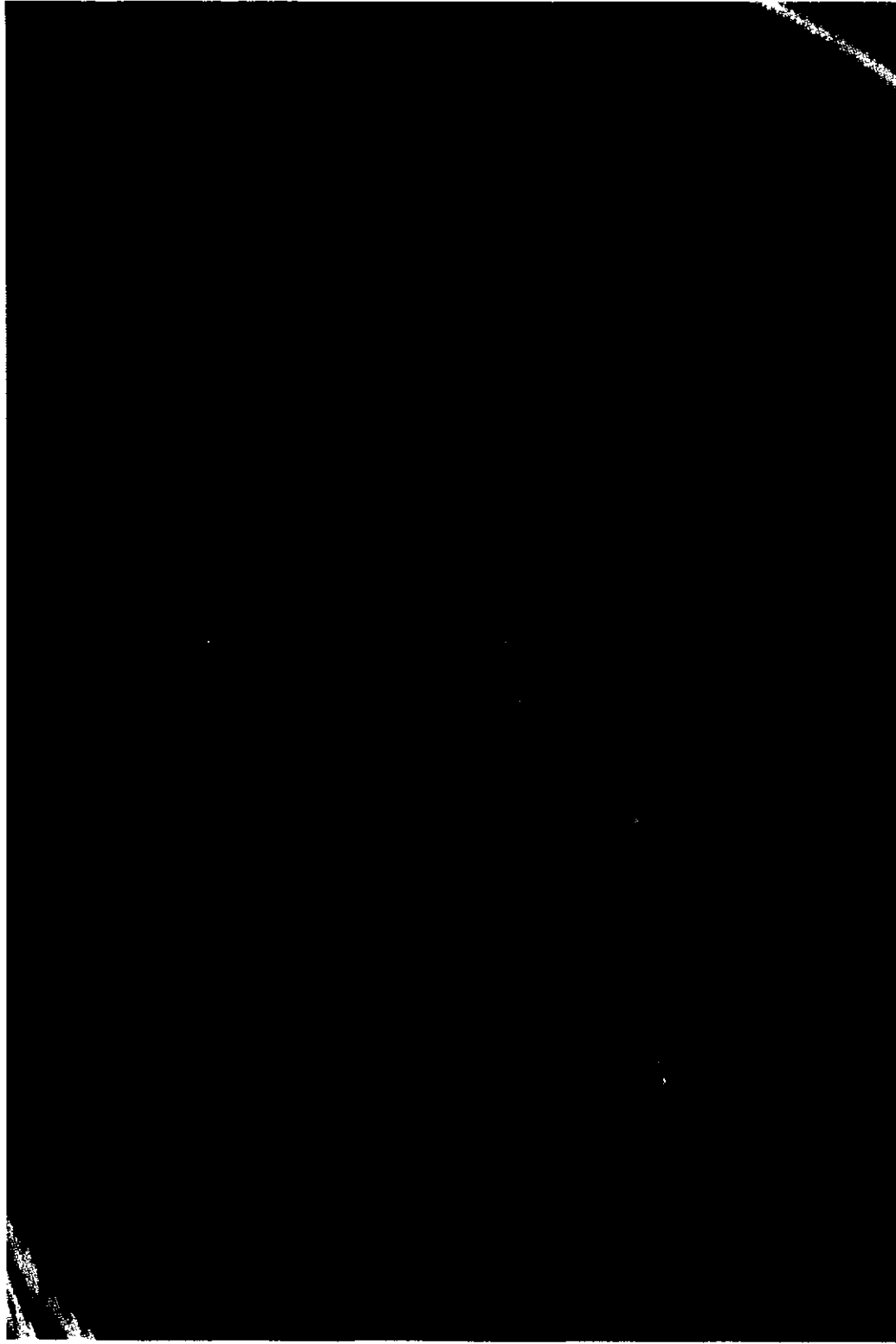
Conceptual Site Plan
April 11, 2012

Raleigh Studios
Park City, UT



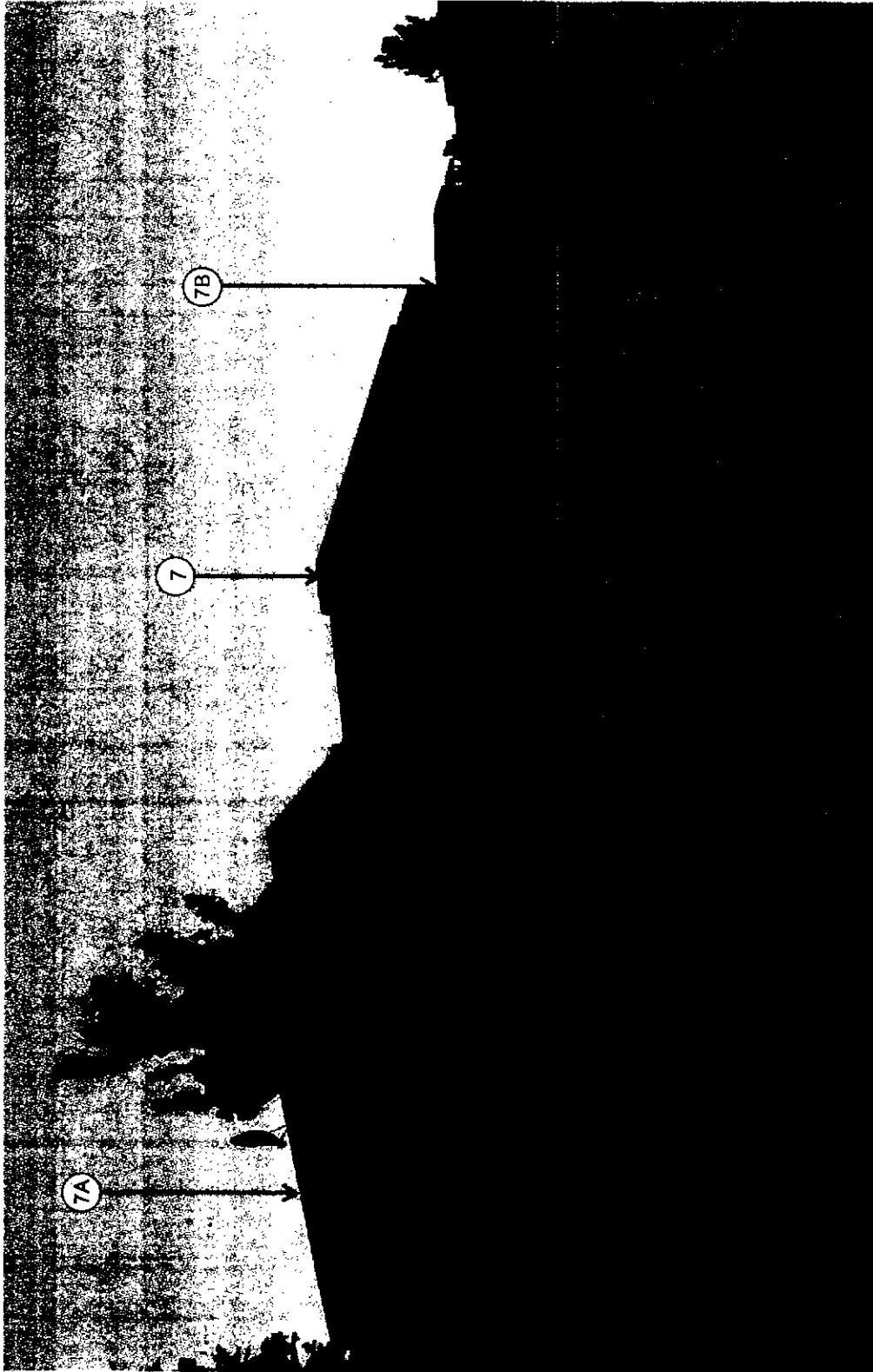


Massing Study Looking South



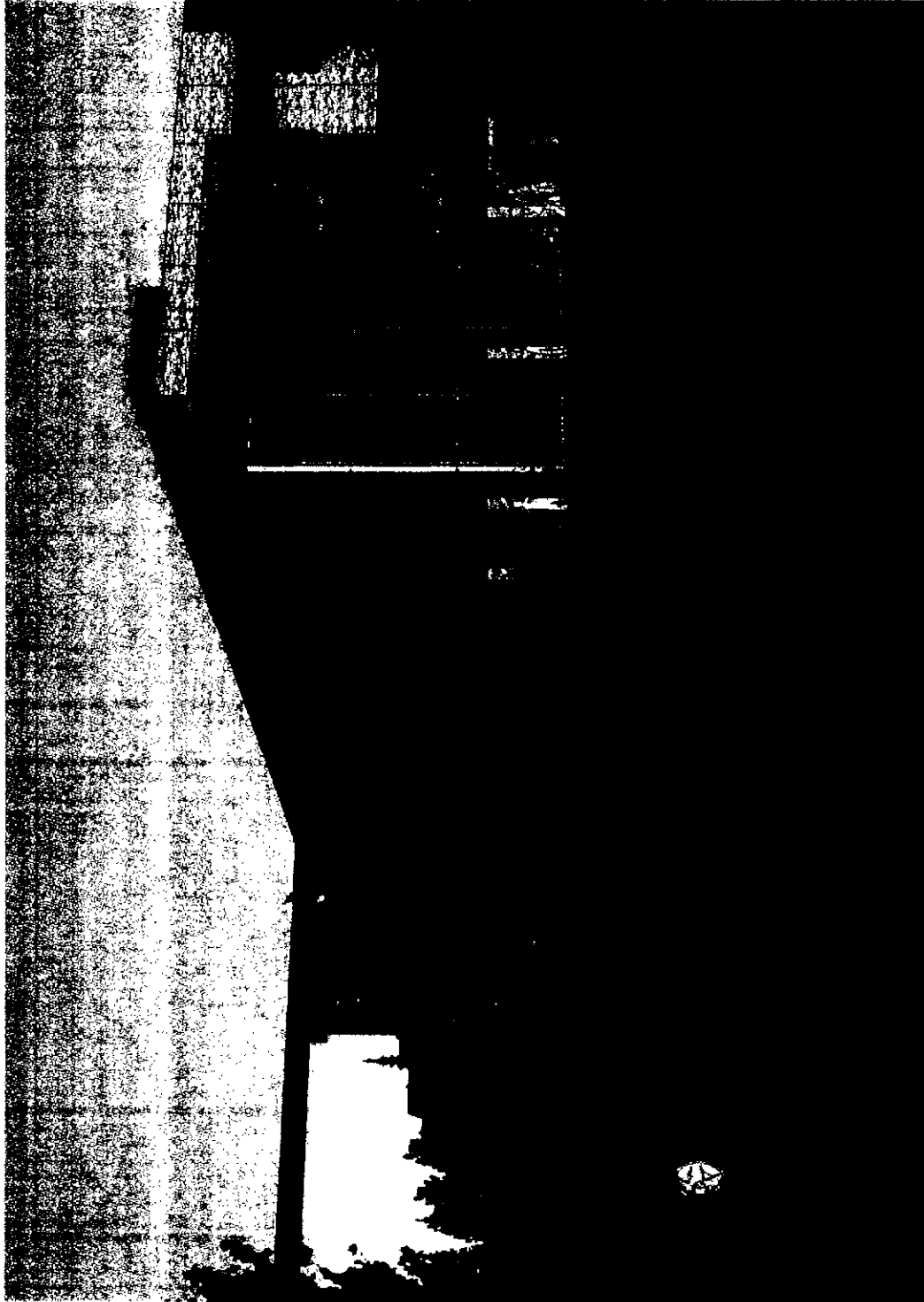
Massing Study Looking SE

Raleigh Studios – Visual Analysis



Buildings 7, 7A and 7B Massing Study Looking S

Raleigh Studios – Visual Analysis



Building 7B and Entry Gate Massing Study Looking NE



Buildings 5 and 7 Massing Study Looking NW

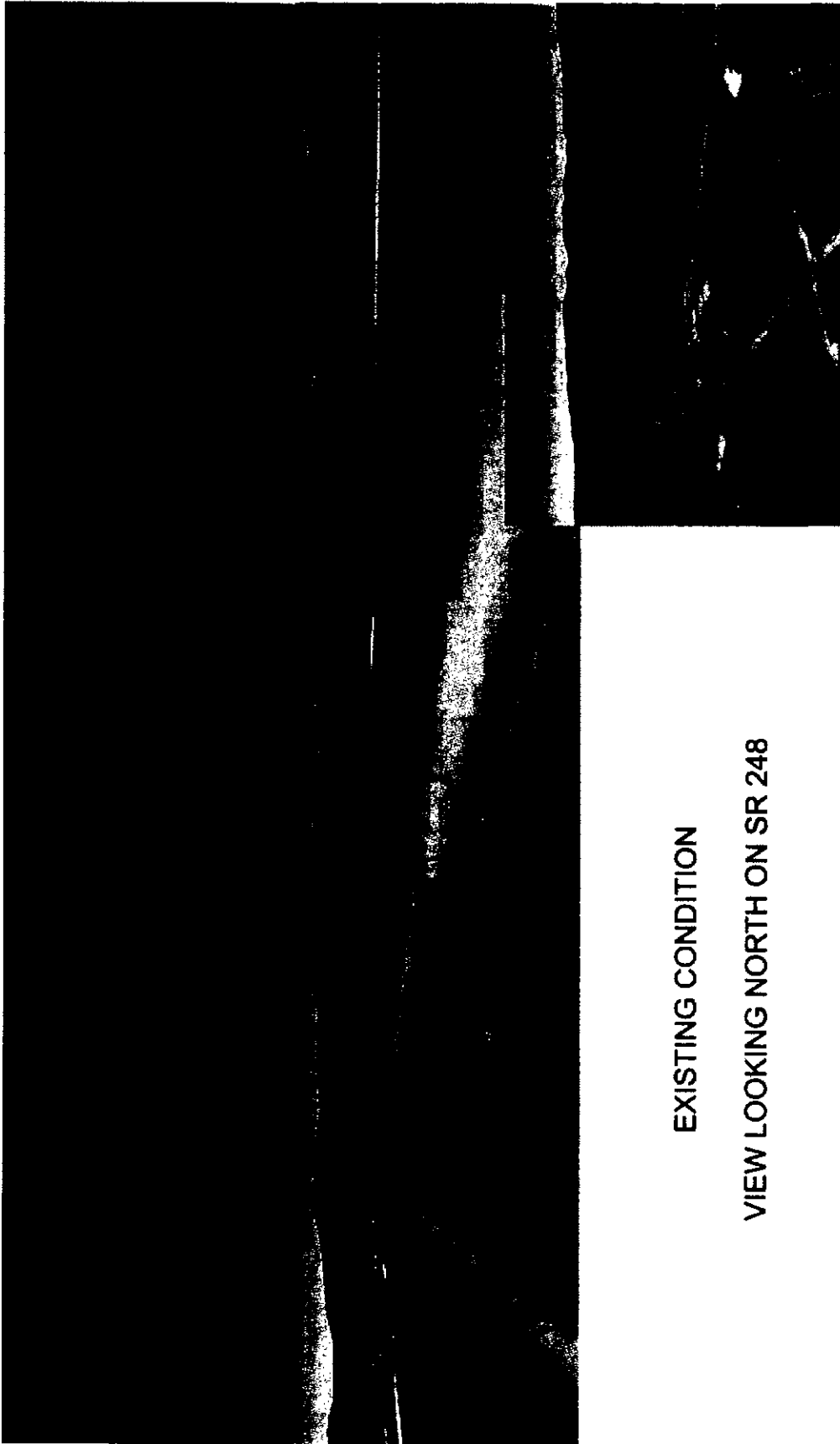
Raleigh Studios – Visual Analysis



View from US40 Northbound

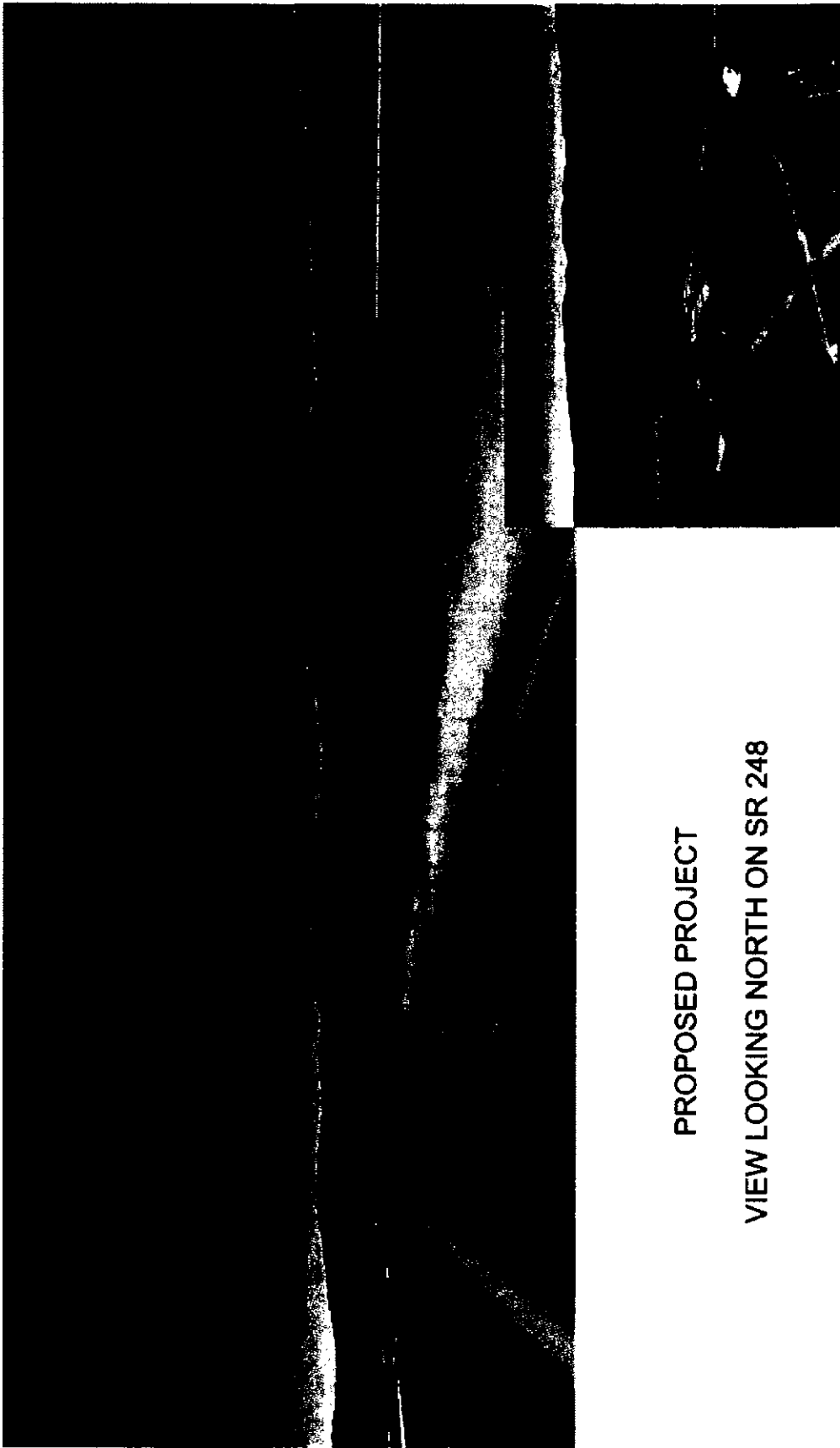
Raleigh Studios
Park City, UT

Conceptual Site Plan
April 25, 2012



EXISTING CONDITION

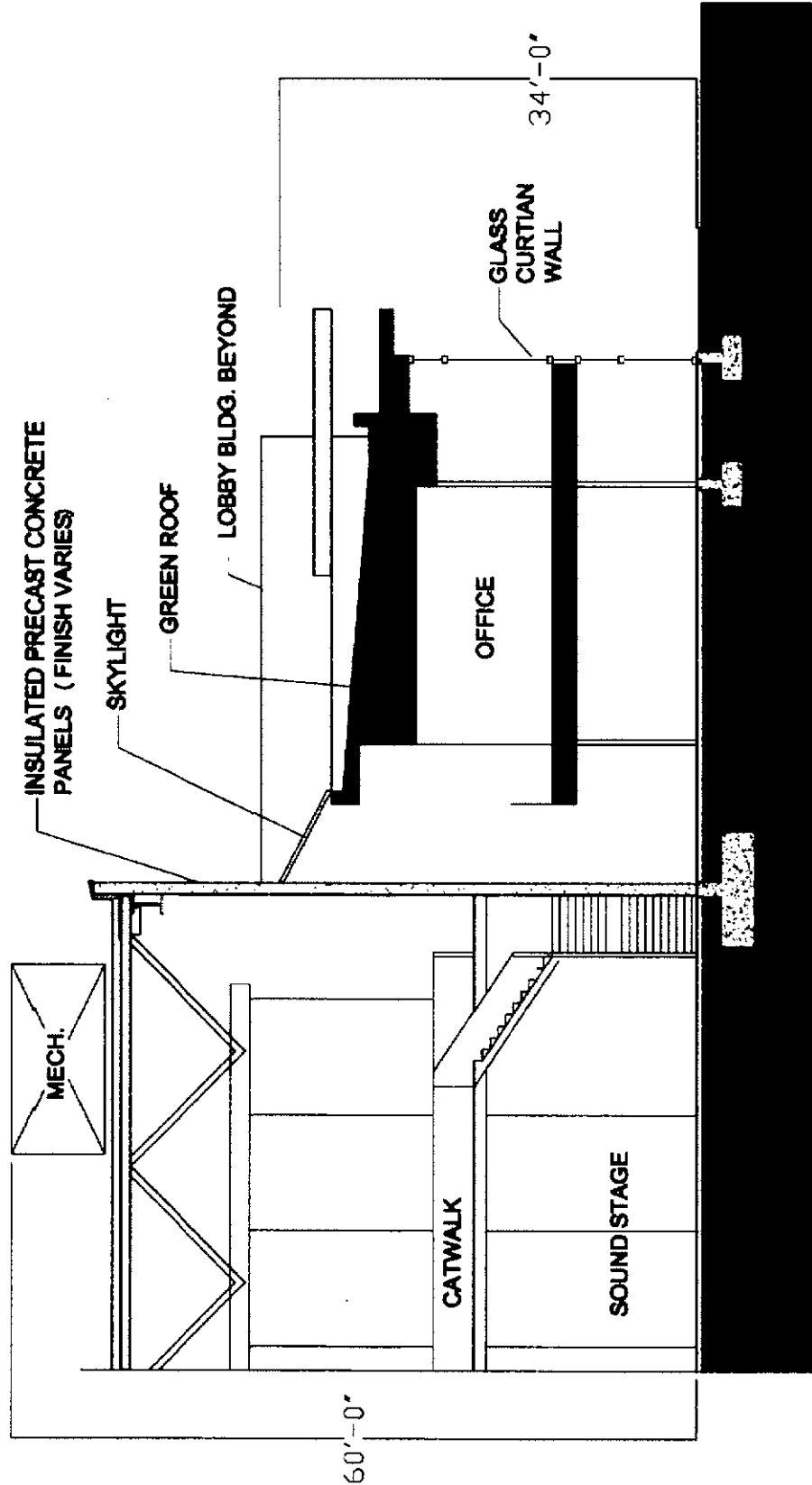
VIEW LOOKING NORTH ON SR 248



PROPOSED PROJECT

VIEW LOOKING NORTH ON SR 248

Raleigh Studios – Building 7 Wall Section



Raleigh Studios – Existing Building Overlay



Existing Buildings

- ① Hospital with Surrounding Parking

Raleigh Studios – Existing Building Overlay



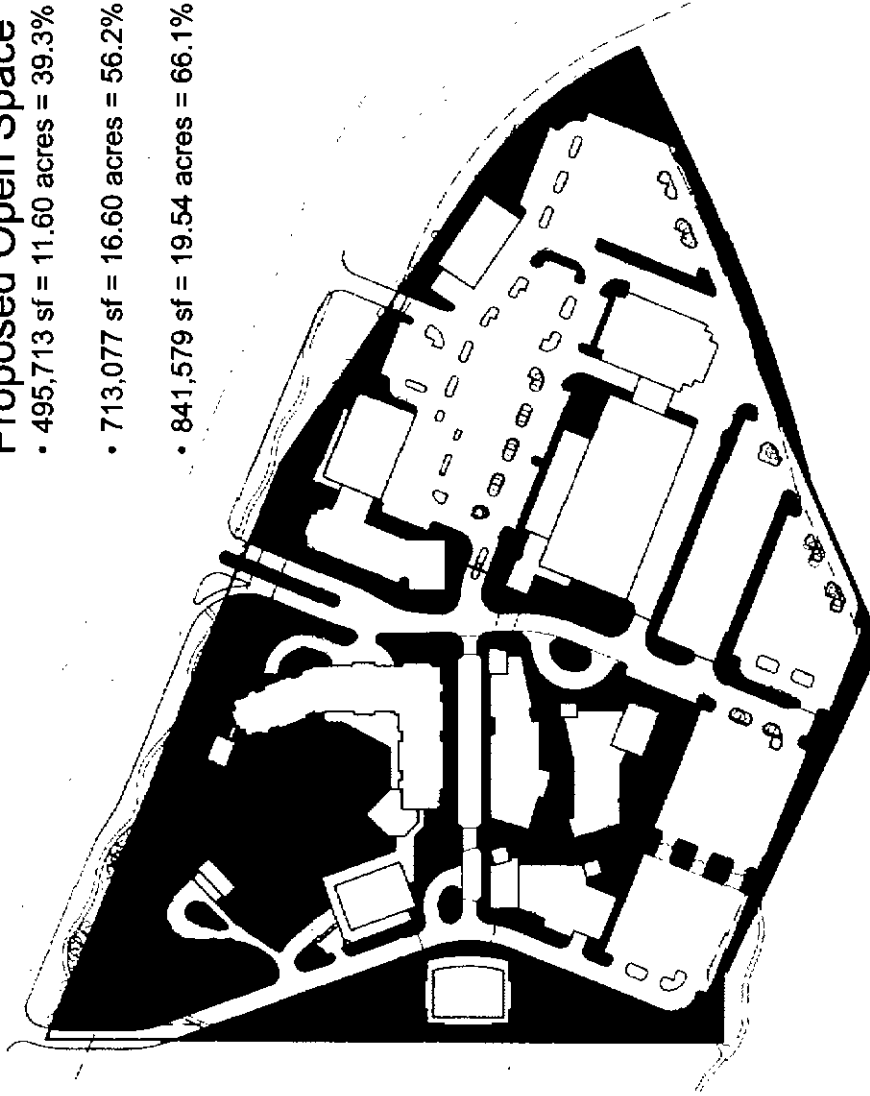
Existing Buildings

- ① Hospital
- ② Ice Rink
- ③ Hotel Park City
- ④ Summit County Health
- ⑤ USSSA

Raleigh Studios – Open Space

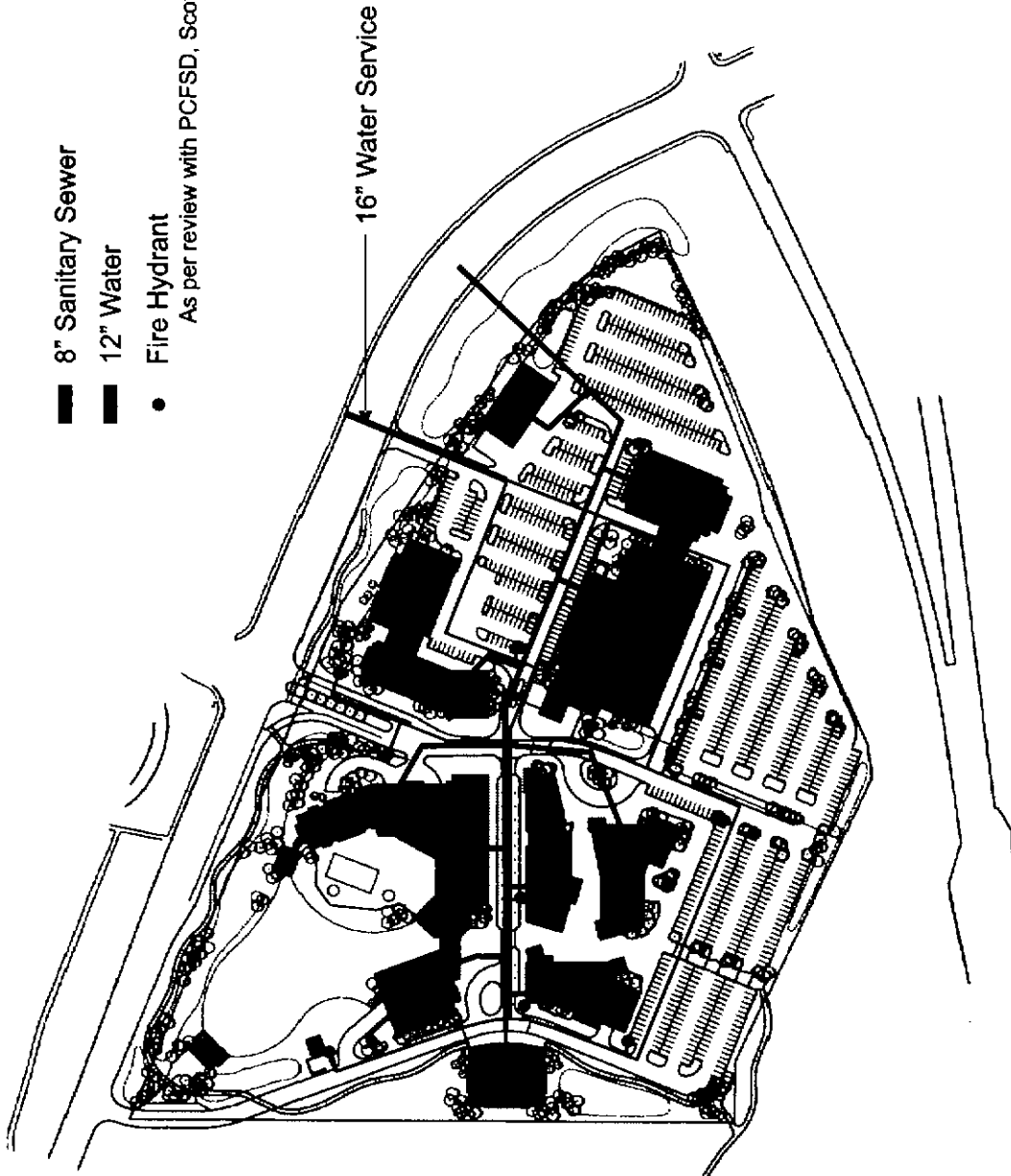
Proposed Open Space

- 495,713 sf = 11.60 acres = 39.3% (On-Site)
- 713,077 sf = 16.60 acres = 56.2% (Top of Cut Slope)
- 841,579 sf = 19.54 acres = 66.1% (Edge of Pavement)



Raleigh Studios – Water/Sewer

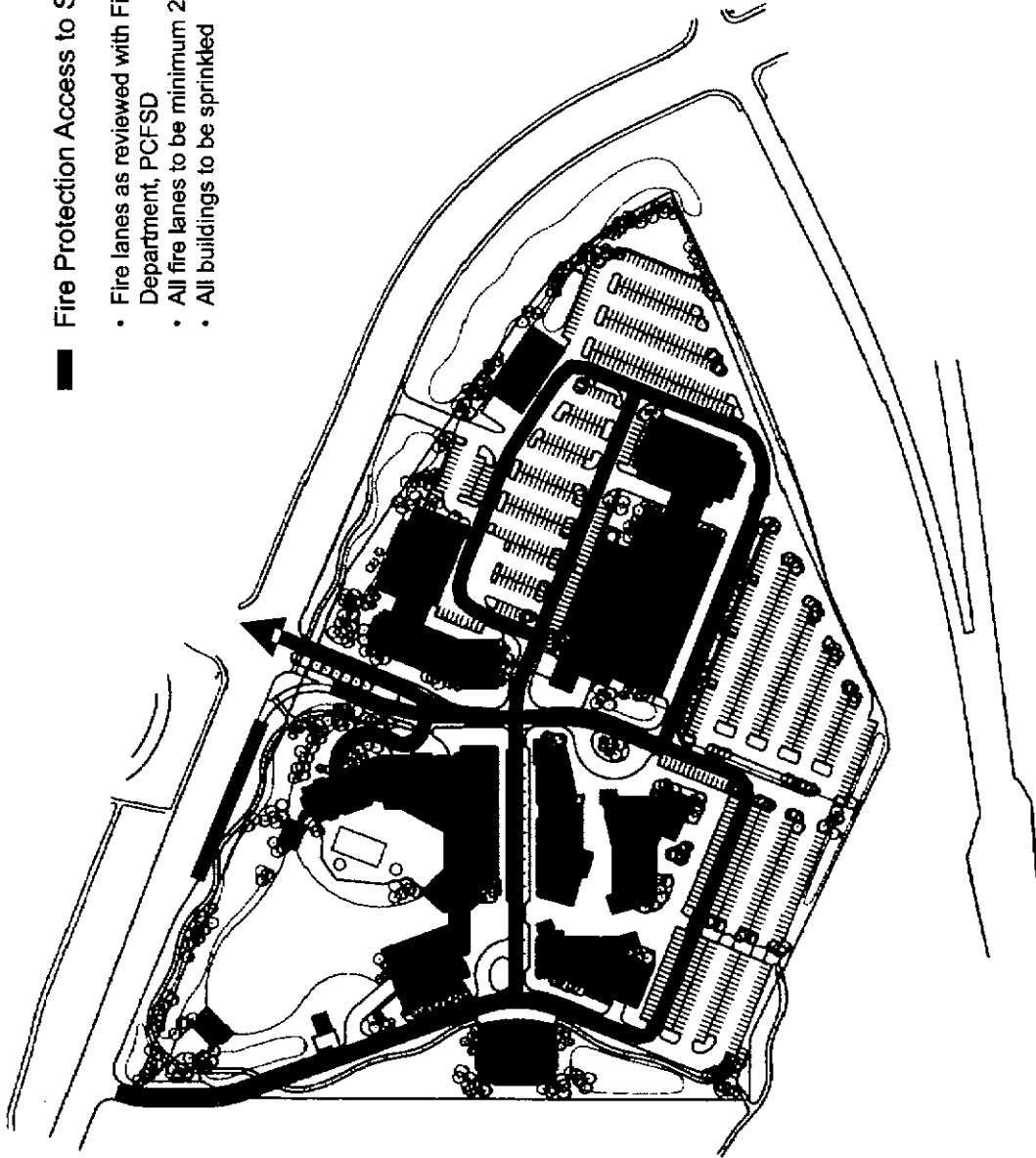
- 8" Sanitary Sewer
 - 12" Water
 - Fire Hydrant
- As per review with PCFSD, Scott Adams



Raleigh Studios – Fire Access Routing Plan

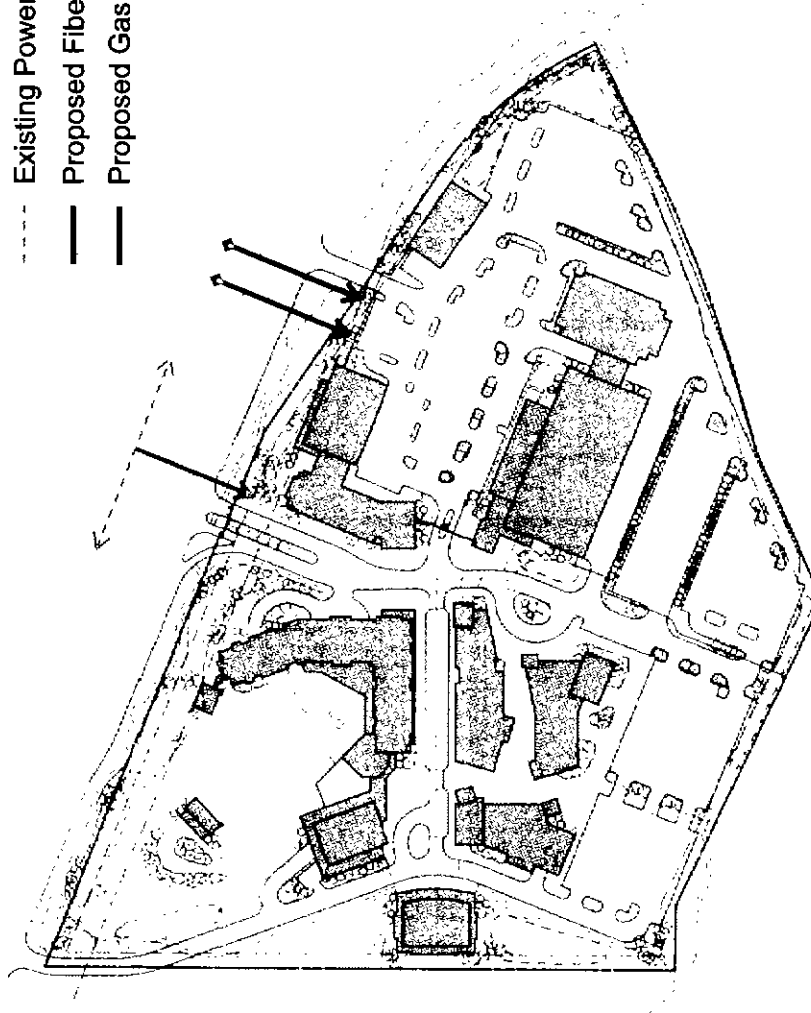
■ Fire Protection Access to Structures

- Fire lanes as reviewed with Fire Department, PCFSD
- All fire lanes to be minimum 20' wide
- All buildings to be sprinkled



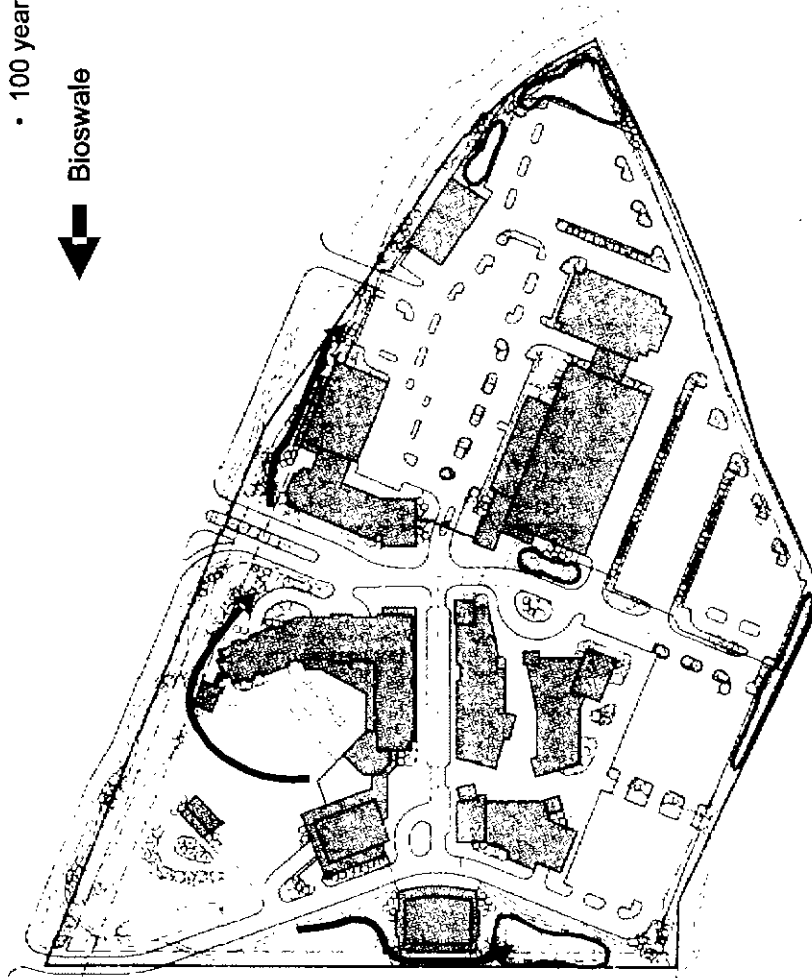
Raleigh Studios – Dry Utilities

- Proposed Power
- Existing Power
- Proposed Fiber Optic
- Proposed Gas



Raleigh Studios – Detention/Bioswales/Drainage

- Detention Area
- 100 year flood storage = 46,000 c.f.
- Bioswale

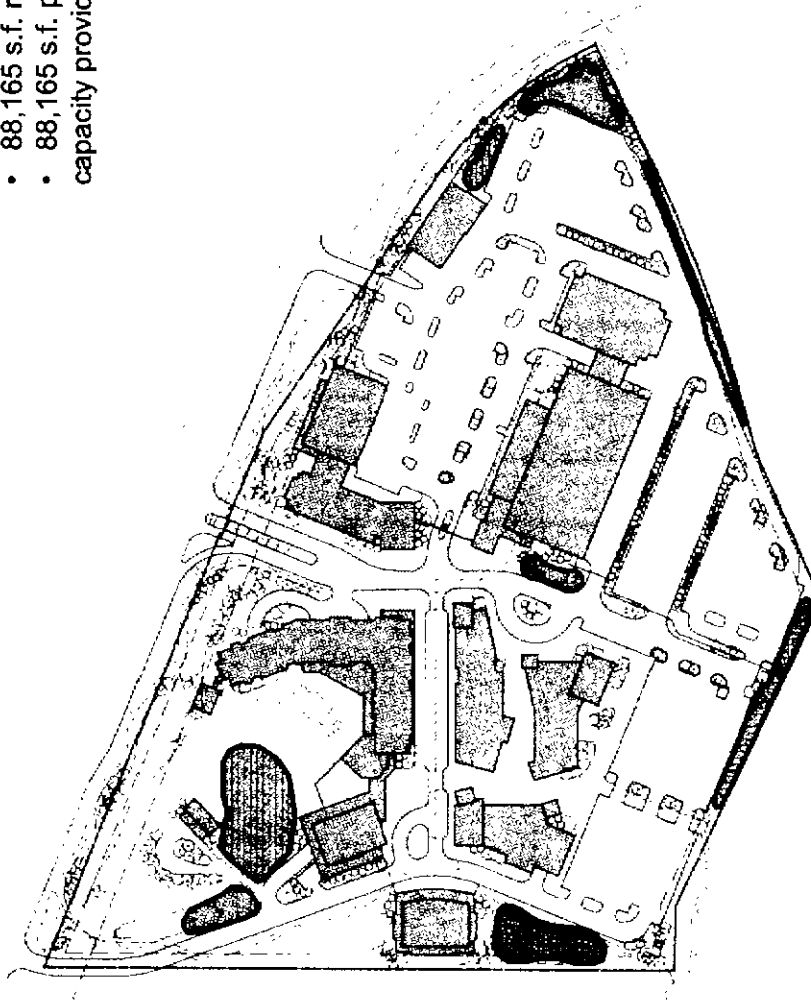


Raleigh Studios – Snow Storage Plan



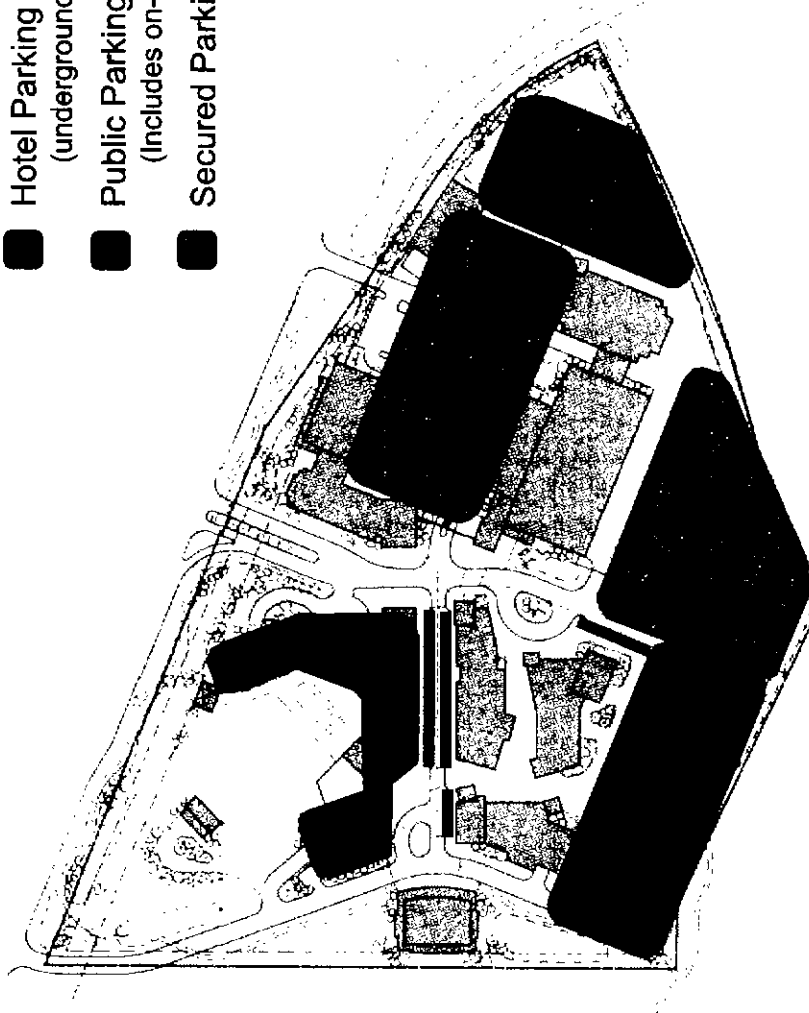
Snow Storage

- 88,165 s.f. required per ordinance
- 88,165 s.f. provided with additional capacity provided in detention ponds



Raleigh Studios – Parking Plan w/Counts

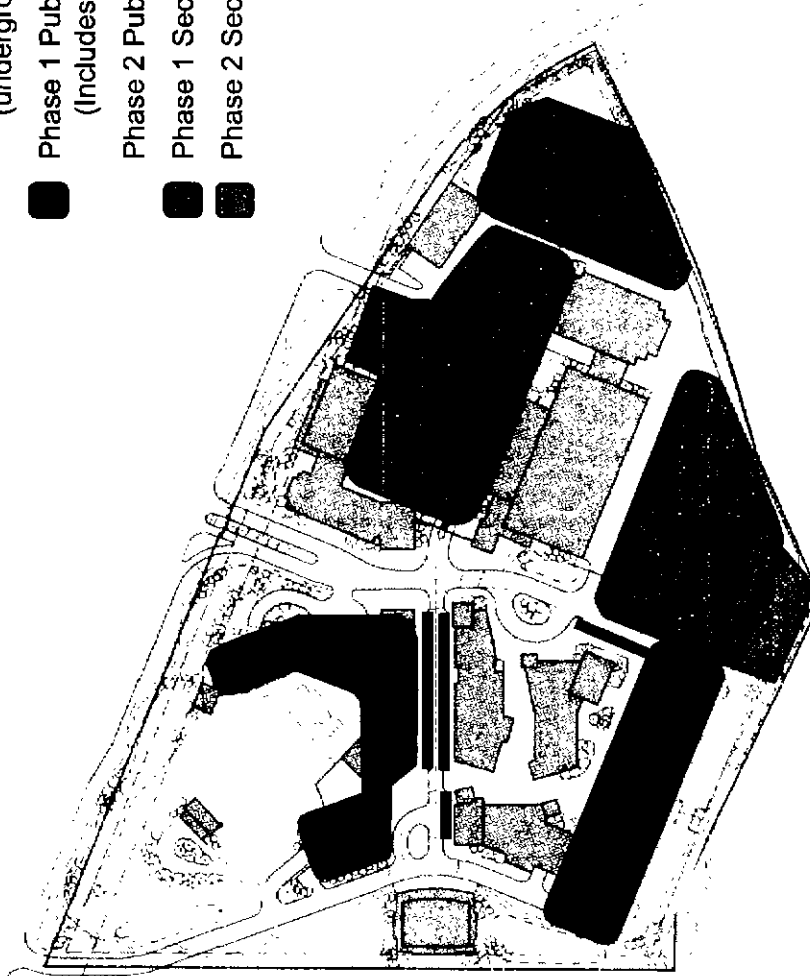
- Hotel Parking – 150 stalls
(underground)
 - Public Parking – 287 stalls
(Includes on-street parking)
 - Secured Parking – 606 previous stalls
 - 109 for staging
 - 48 for additional landscaping
 - = 449 stalls
- 886 total stalls



Parking and Staging Areas
362,750 s.f. = 8.33 Acres

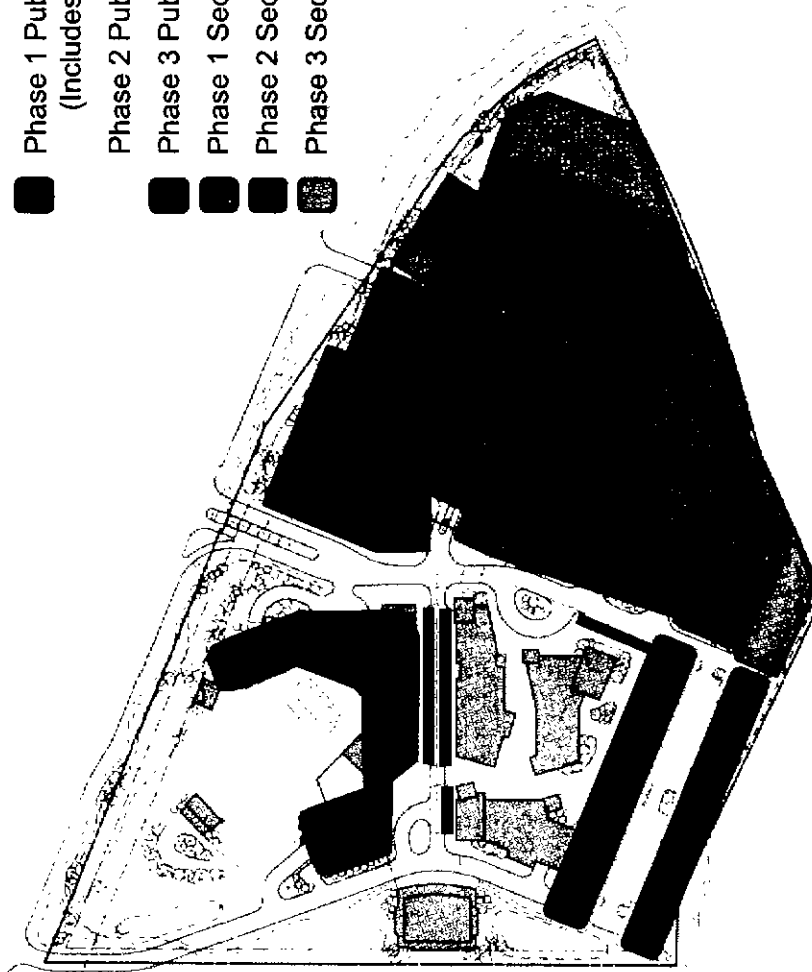
Raleigh Studios – Parking Phasing

- Hotel Parking – 150 stalls
(underground)
- Phase 1 Public Parking – 207 stalls
(Includes on-street parking)
- Phase 2 Public Parking – 80 stalls
- Phase 1 Secured Parking – 340 stalls
- Phase 2 Secured Parking – 109 stalls

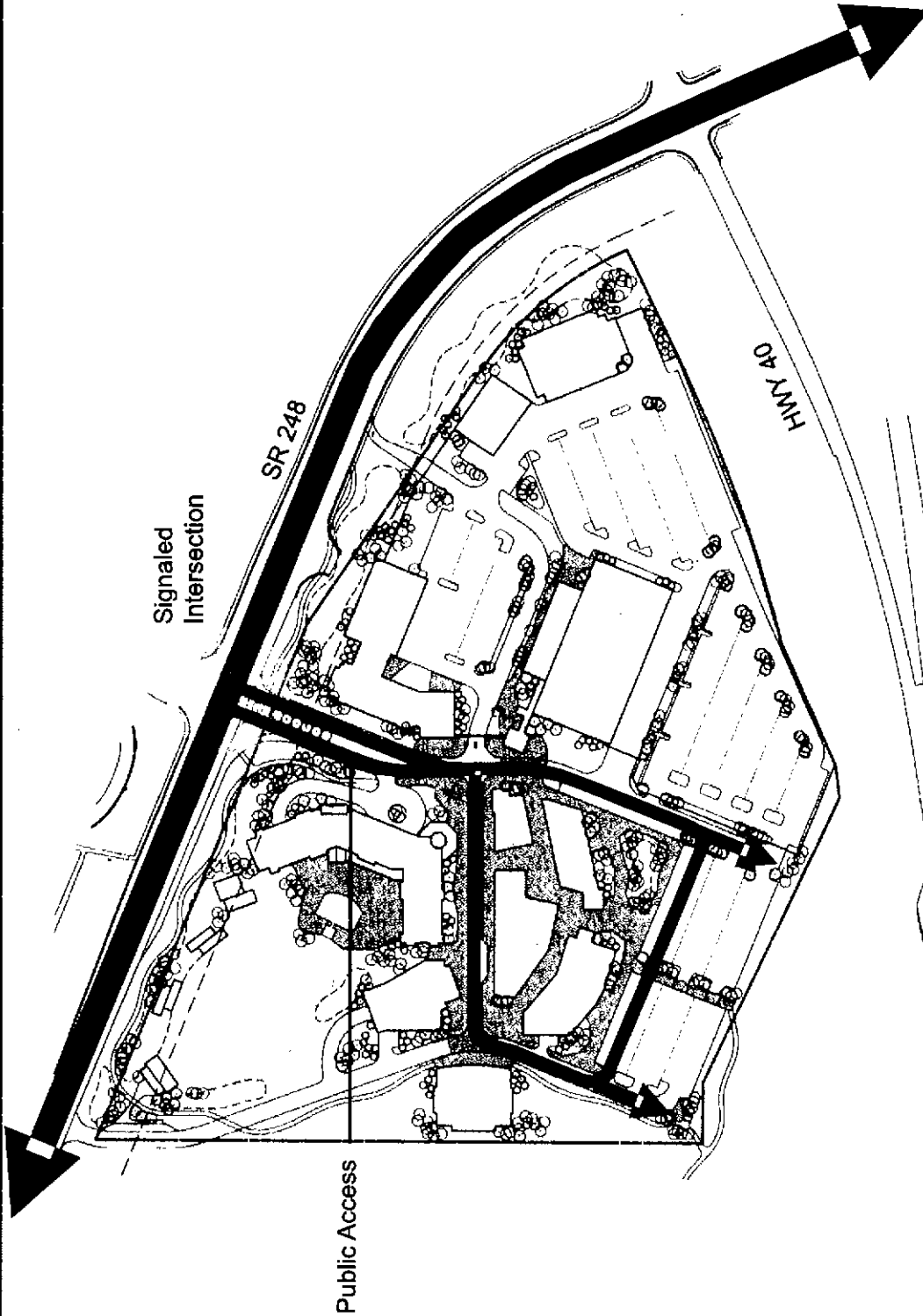


Raleigh Studios – Parking Phasing

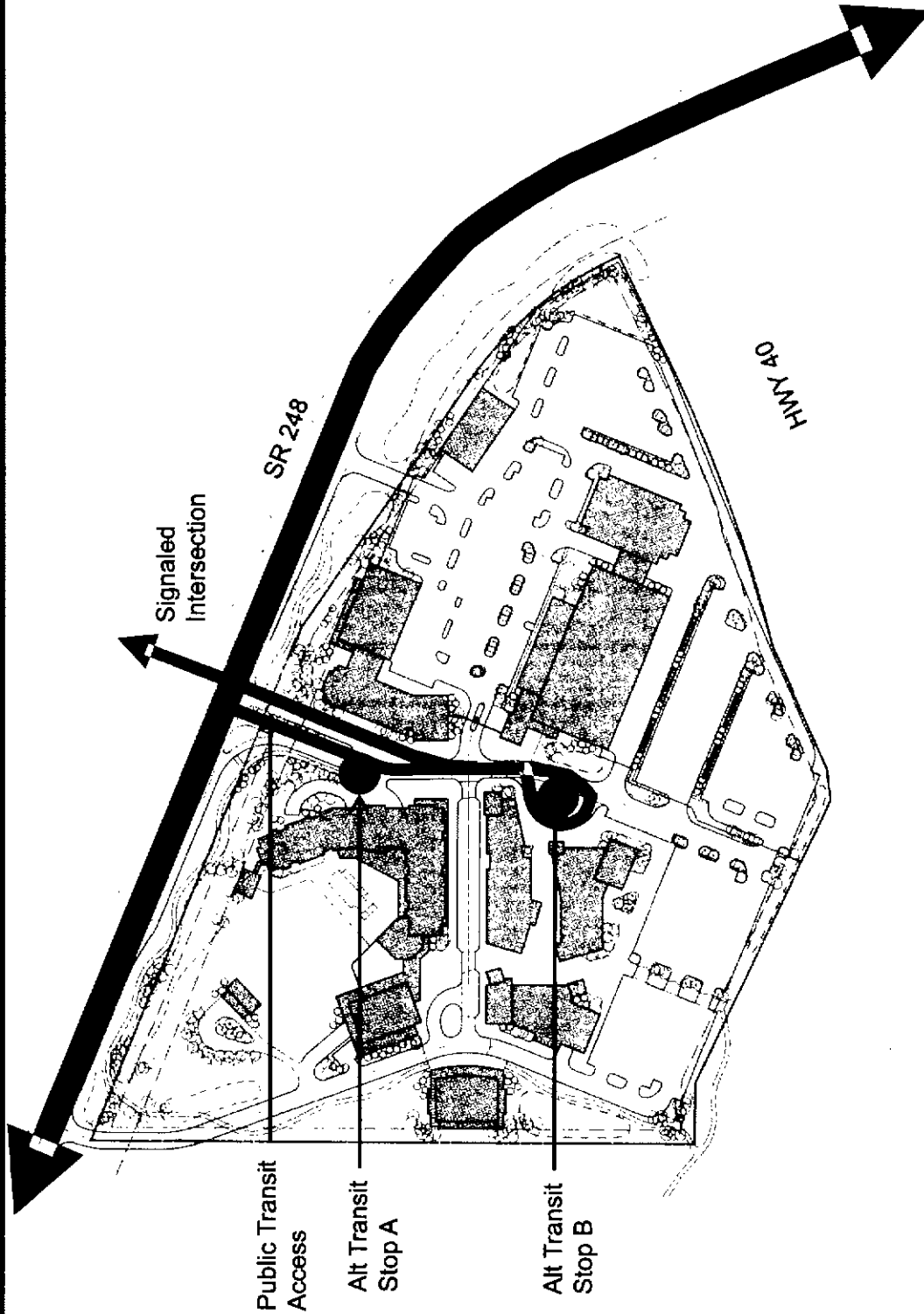
- Hotel Parking (underground)
- Phase 1 Public Parking
(Includes on-street parking)
- Phase 2 Public Parking
- Phase 3 Public Parking
- Phase 1 Secured Parking
- Phase 2 Secured Parking
- Phase 3 Secured Parking



Raleigh Studios – Access/Circulation (Public Access)



Raleigh Studios – Public Transit Plan

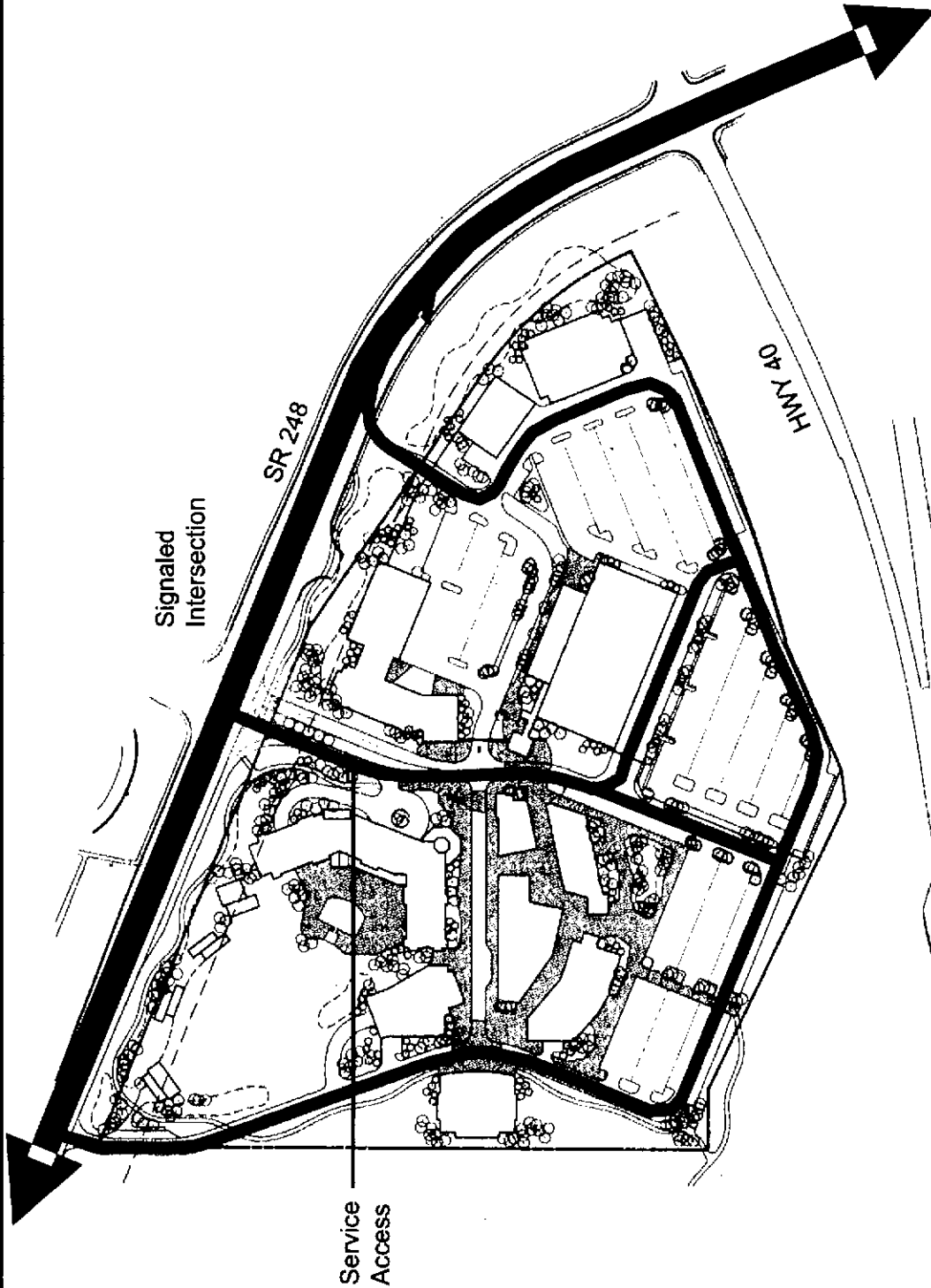


Conceptual Site Plan
May 24, 2012

Raleigh Studios
Park City, UT



Raleigh Studios – Access/Circulation (Service)

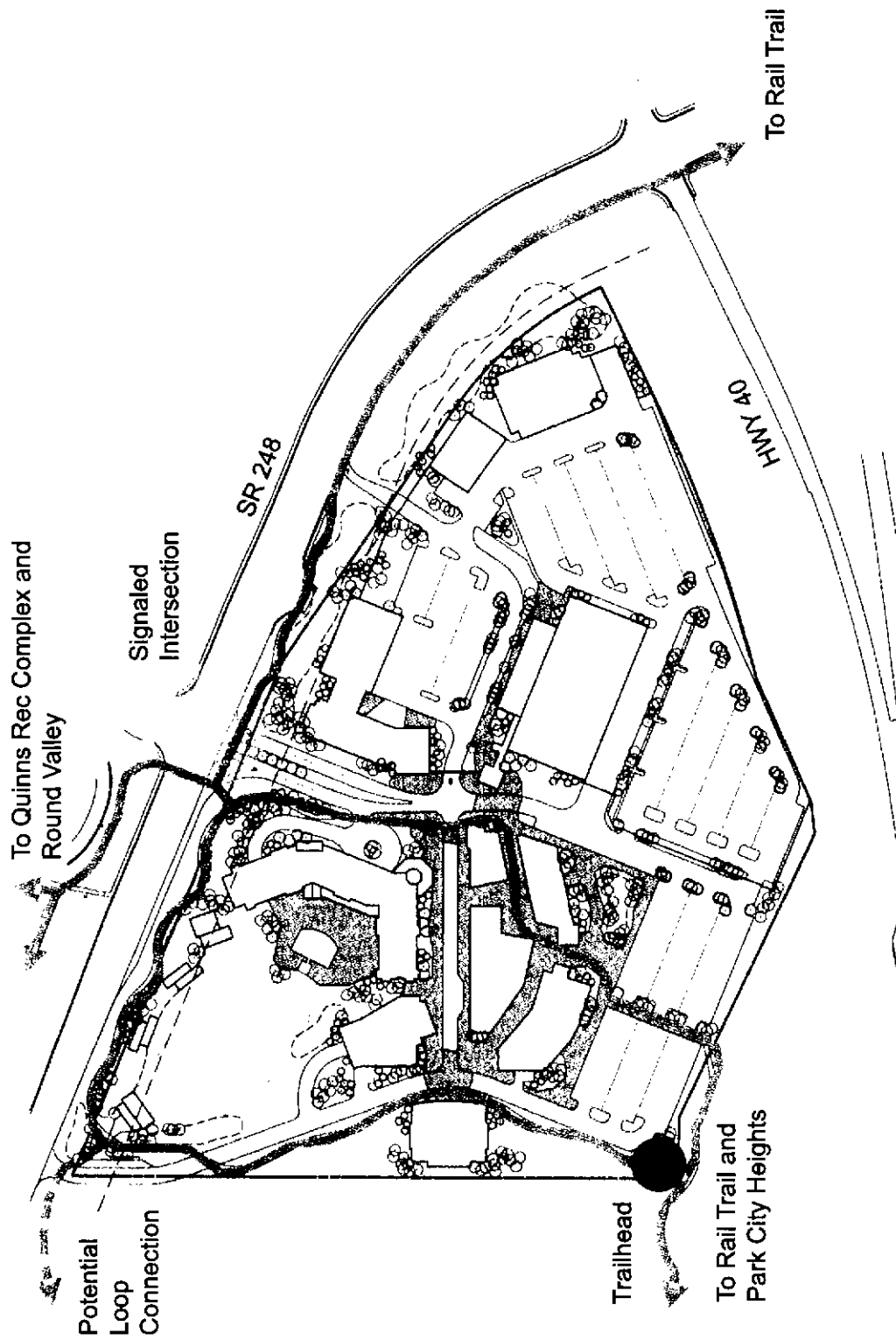


Conceptual Site Plan
March 14, 2012

Raleigh Studios
Park City, UT



Raleigh Studios – Access/Circulation (Trails)

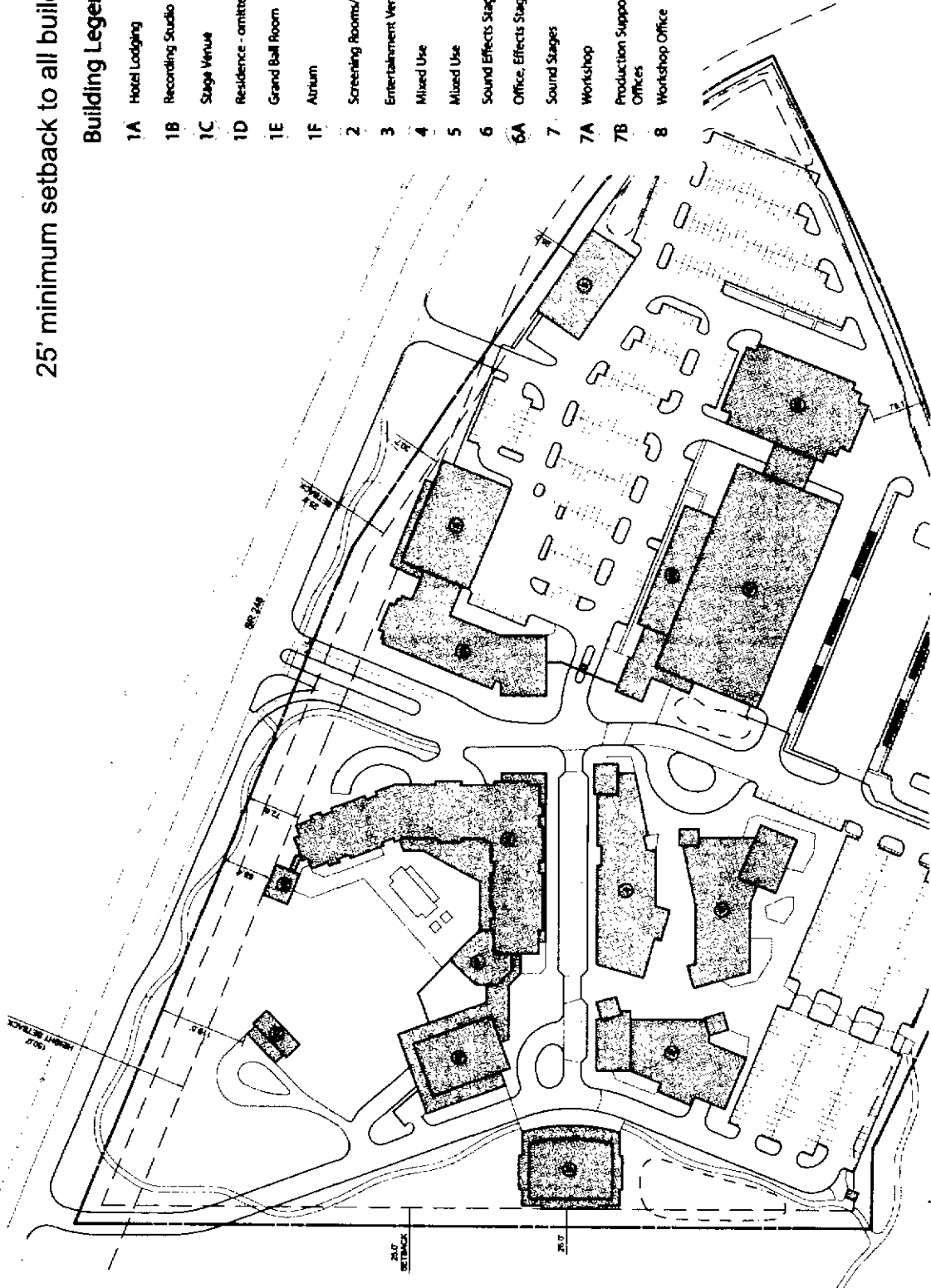


Raleigh Studios – Setback Distances

25' minimum setback to all buildings

Building Legend

- 1A Hotel Lodging
- 1B Recording Studio
- 1C Stage Venue
- 1D Residence - omitted
- 1E Grand Ball Room
- 1F Atrium
- 2 Screening Rooms/Theater
- 3 Entertainment Venue
- 4 Mixed Use
- 5 Mixed Use
- 6 Sound Effects Stage
- 6A Office, Effects Stage
- 7 Sound Stages
- 7A Workshop
- 7B Production Support/Offices
- 8 Workshop Office

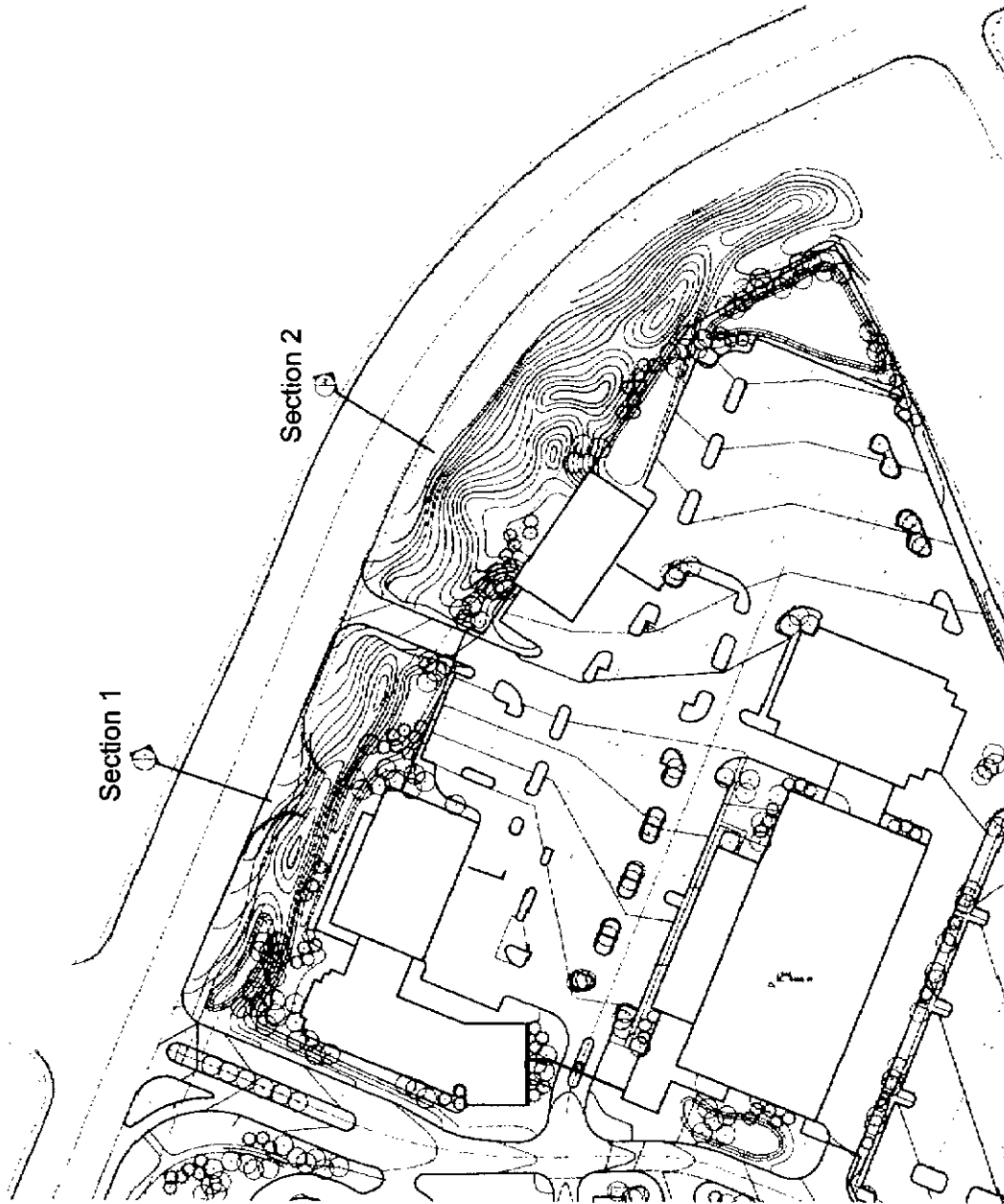


Conceptual Site Plan
April 11, 2012

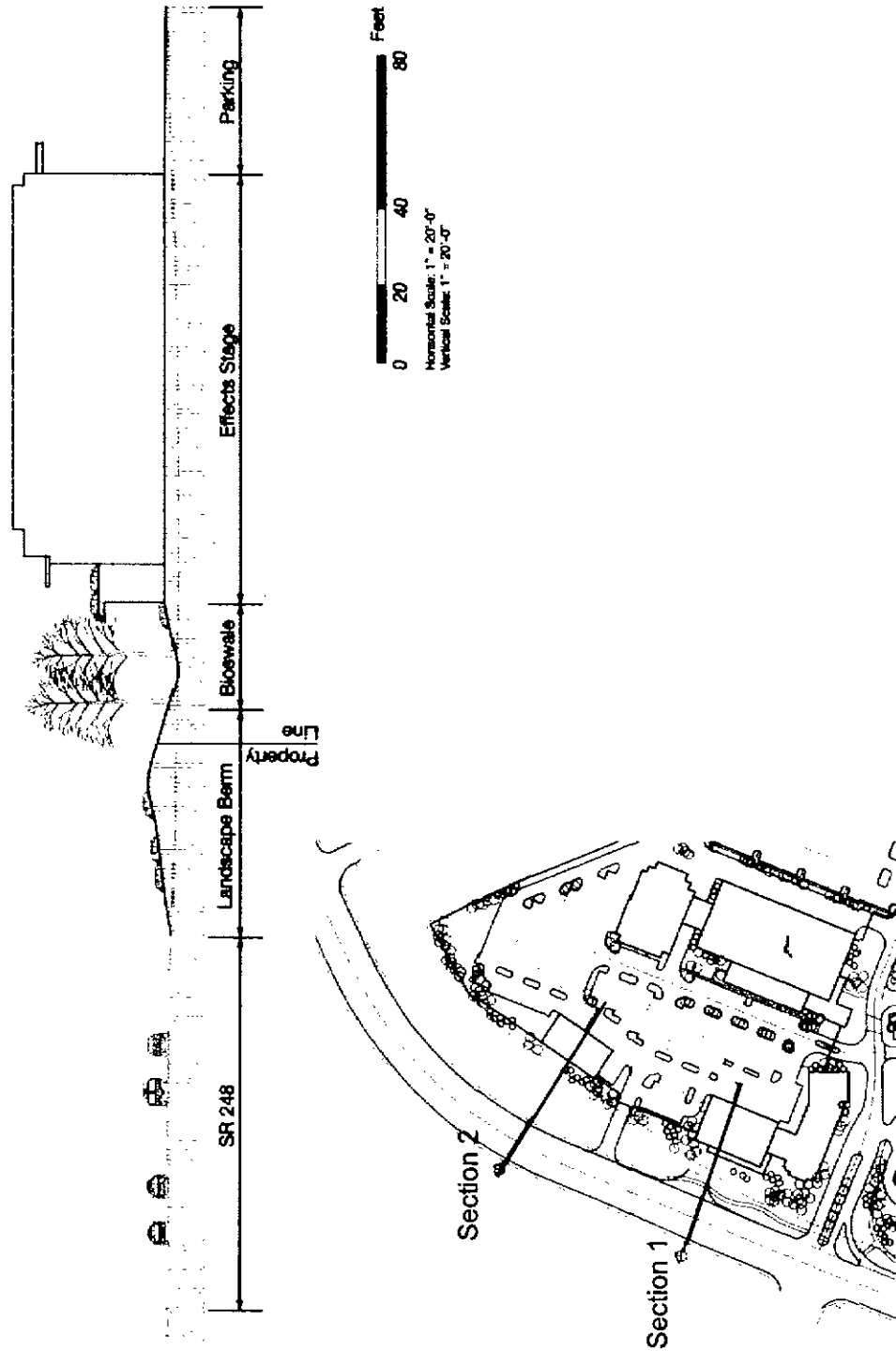
Raleigh Studios
Park City, UT



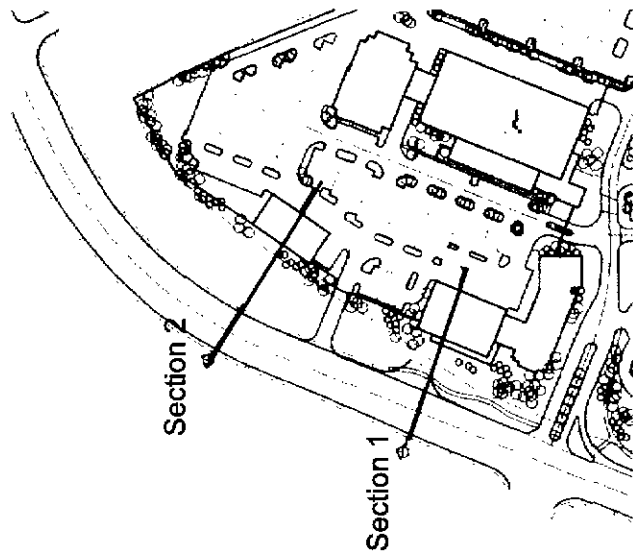
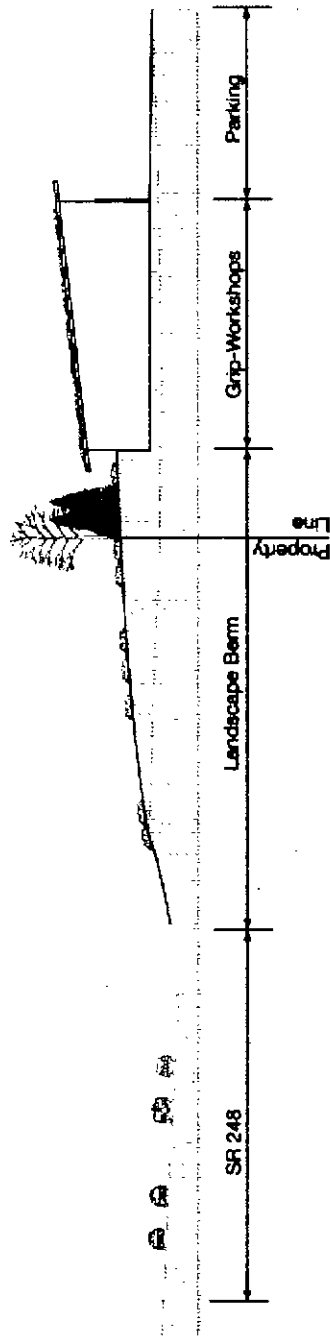
Raleigh Studios – Conceptual Berm Grading



Raleigh Studios – Section 1



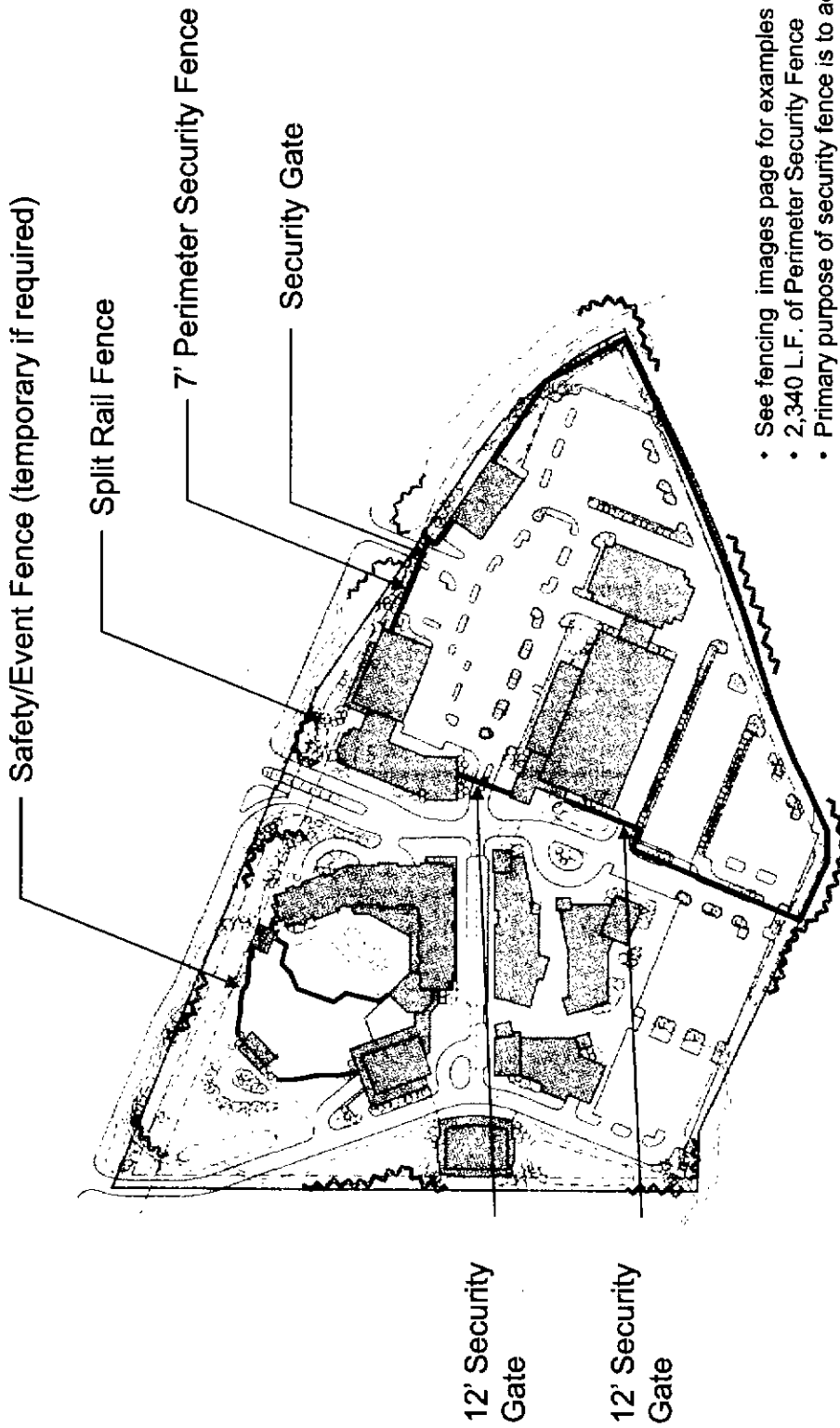
Raleigh Studios – Section 2



Raleigh Studios
Park City, UT

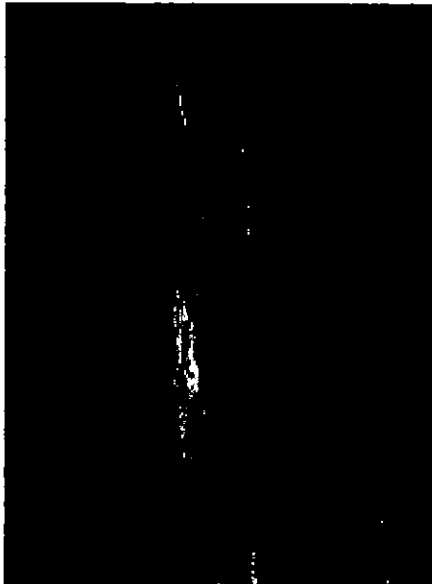
Conceptual Site Plan
March 28, 2012

Raleigh Studios – Fencing Plan

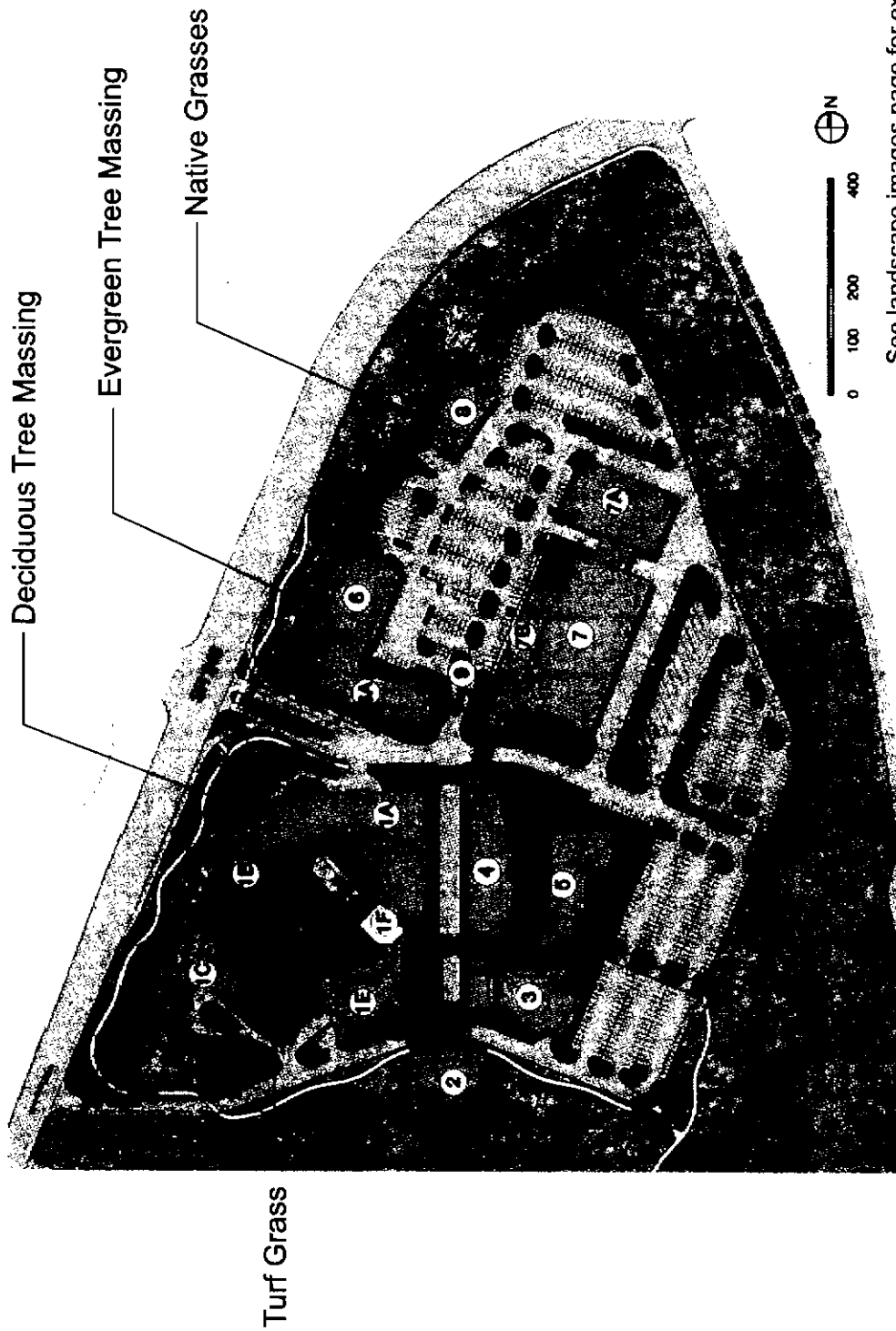


- See fencing images page for examples
- 2,340 L.F. of Perimeter Security Fence
- Primary purpose of security fence is to act as a physical barrier. If in the future it becomes necessary to prevent unauthorized filming or photography, a visual barrier may be added to the fence.

Raleigh Studios – Fencing Images

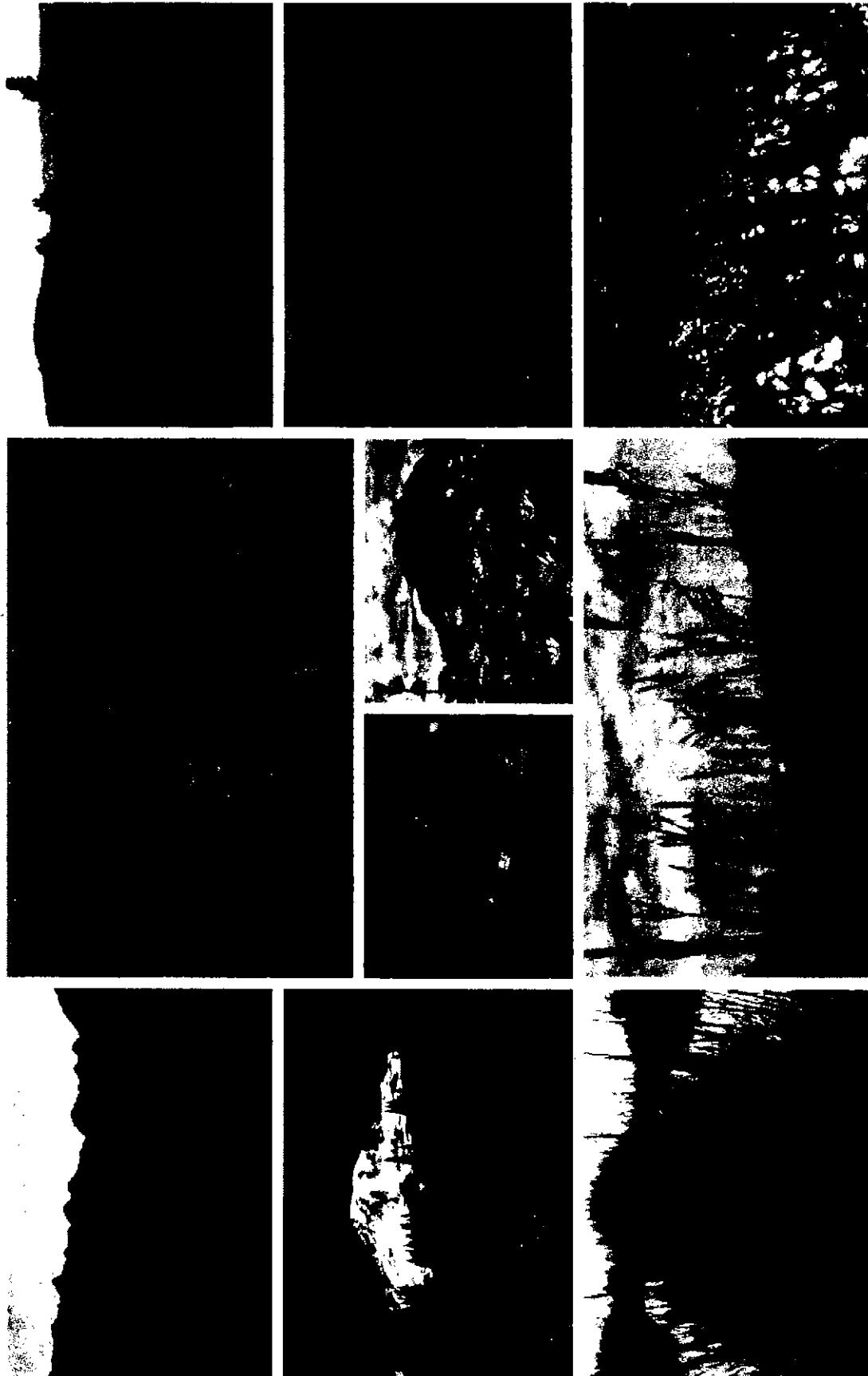


Raleigh Studios – Landscape Plan

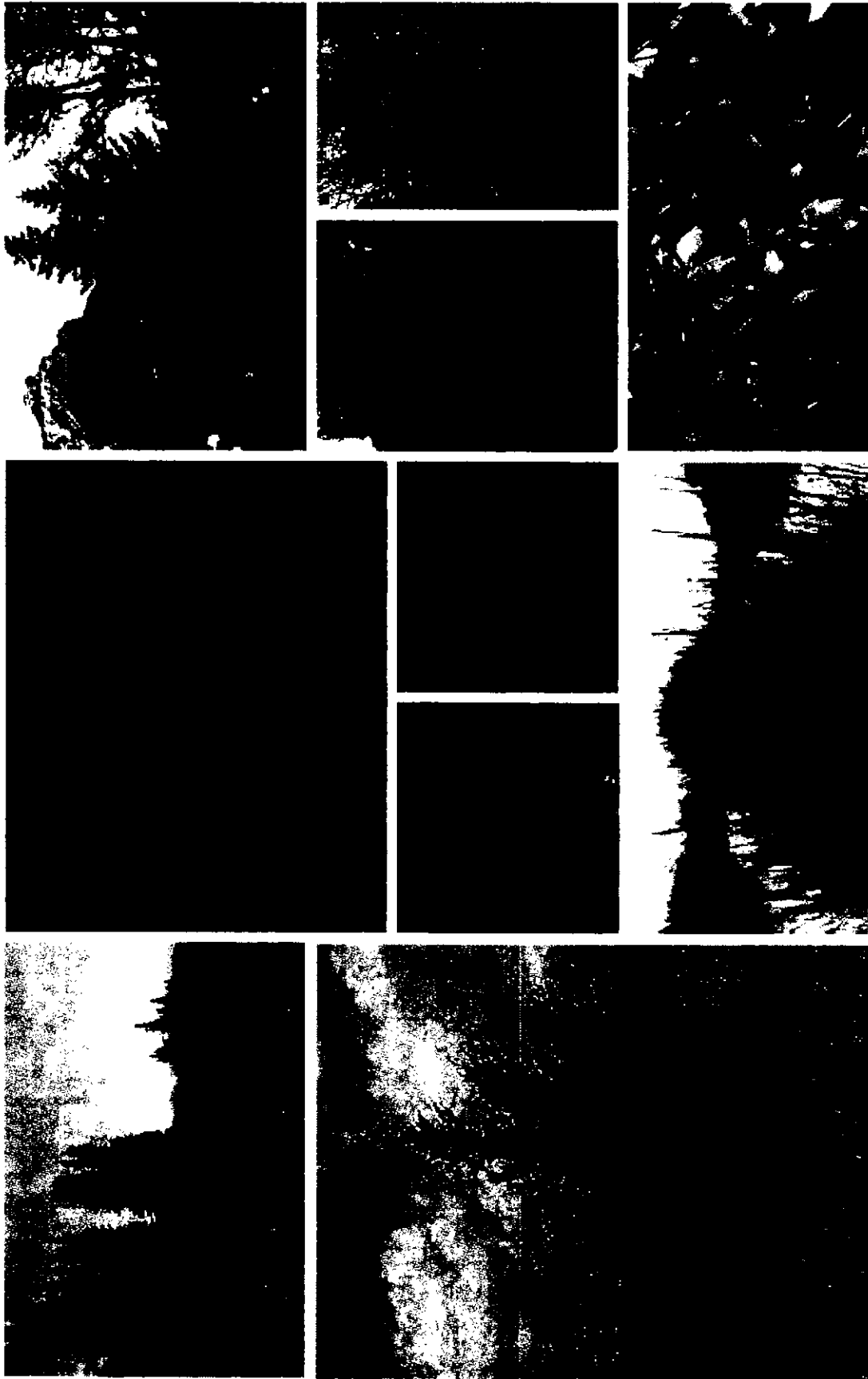


See landscape images page for examples

Raleigh Studios – Landscape Images



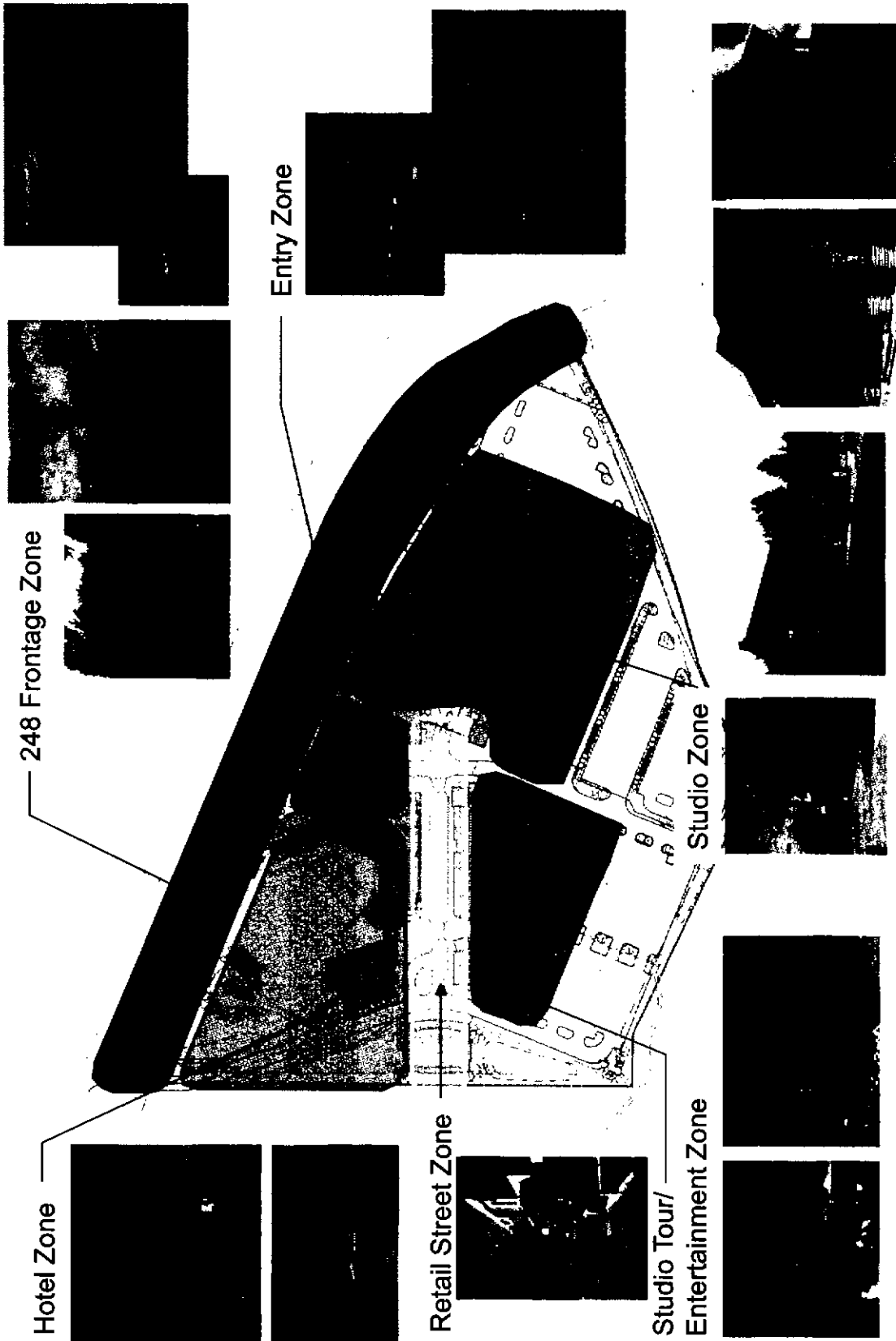
Raleigh Studios – Landscape Images



Raleigh Studios
Park City, UT

Conceptual Site Plan
March 28, 2012

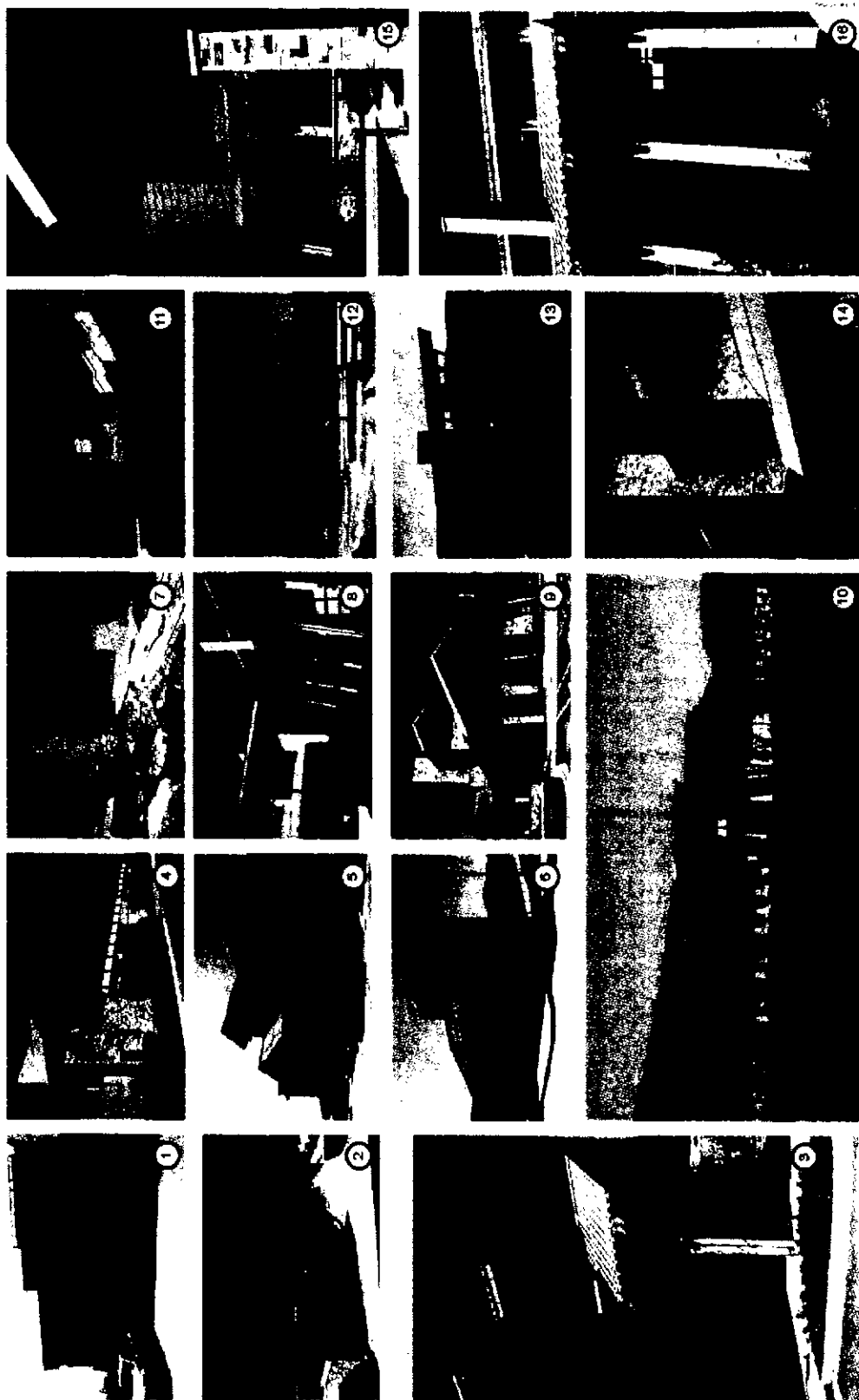
Raleigh Studios – Architectural Zones



Conceptual Site Plan
75 April 11, 2012

IBI
Raleigh Studios
Park City, UT

Raleigh Studios – Precedent Image Boards



RALEIGH STUDIOS
March 2012

SURROUNDING AREA BUILDINGS / ARCHITECTURE
PRECEDENT IMAGES

IBI
GROUP

Raleigh Studios
Park City, UT

Conceptual Site Plan
7th April 11, 2012

Raleigh Studios – Precedent Image Boards

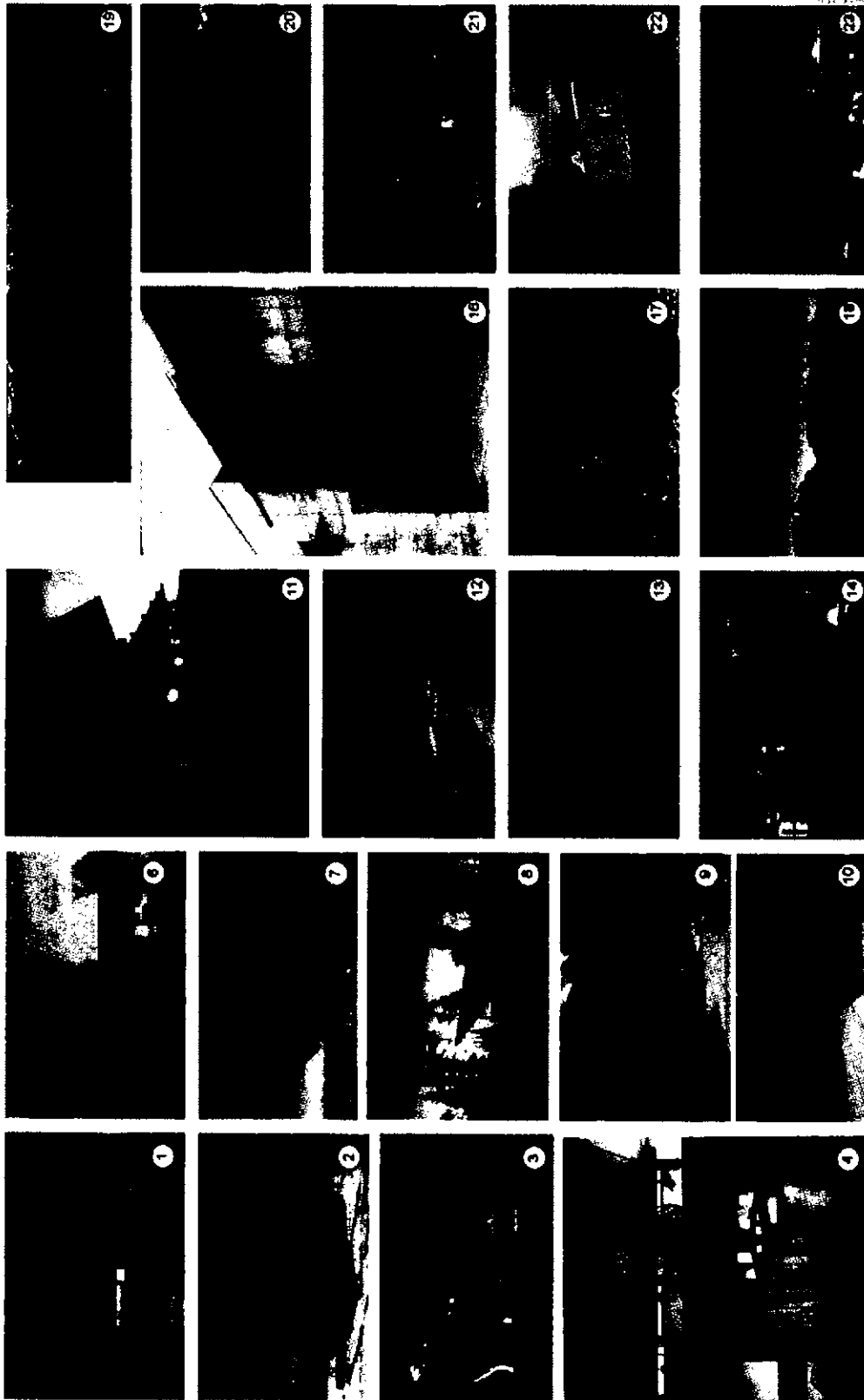


ENTRY / ARCHWAY CONCEPTS
PRECEDENT IMAGES
RALEIGH STUDIOS
March, 2012

Conceptual Site Plan
April 11, 2012

IBI
GROUP
Raleigh Studios
Park City, UT

Raleigh Studios – Precedent Image Boards

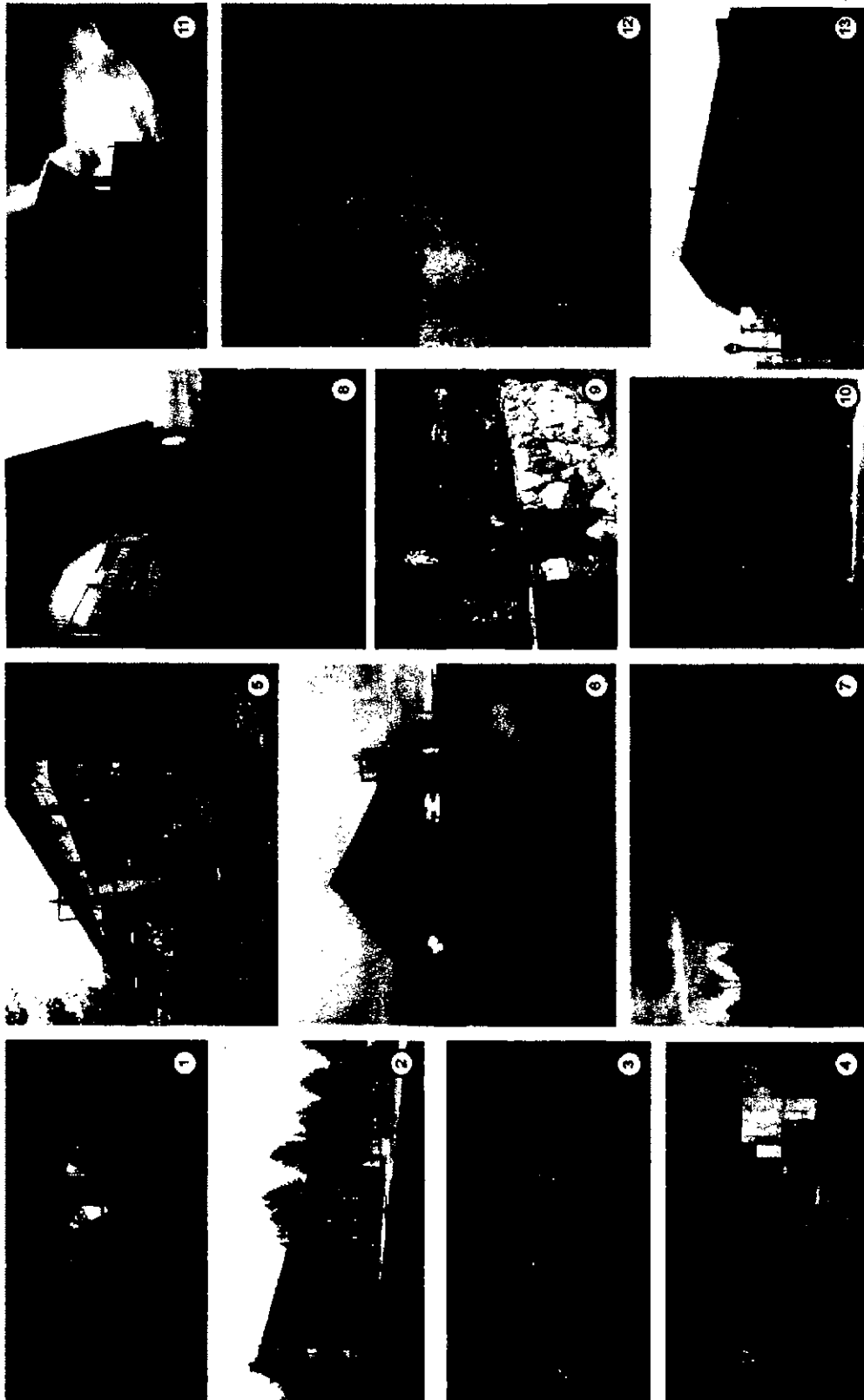


ARCHITECTURAL CONCEPTS / MATERIALS
PRECEDENT IMAGES
RALEIGH STUDIOS
March 2012

Conceptual Site Plan
78 April 11, 2012

IBI GROUP
Raleigh Studios
Park City, UT

Raleigh Studios – Precedent Image Boards



ARCHITECTURAL CONCEPTS / MATERIALS
PRECEDENT IMAGES

RALEIGH STUDIOS
March, 2012

Raleigh Studios
Park City, UT

Conceptual Site Plan
7th April 11, 2012

Raleigh Studios – Precedent Image Boards



ARCHITECTURAL CONCEPTS / MATERIALS
PRECEDENT IMAGES

RALEIGH STUDIOS
March, 2012

Conceptual Site Plan
April 11, 2012

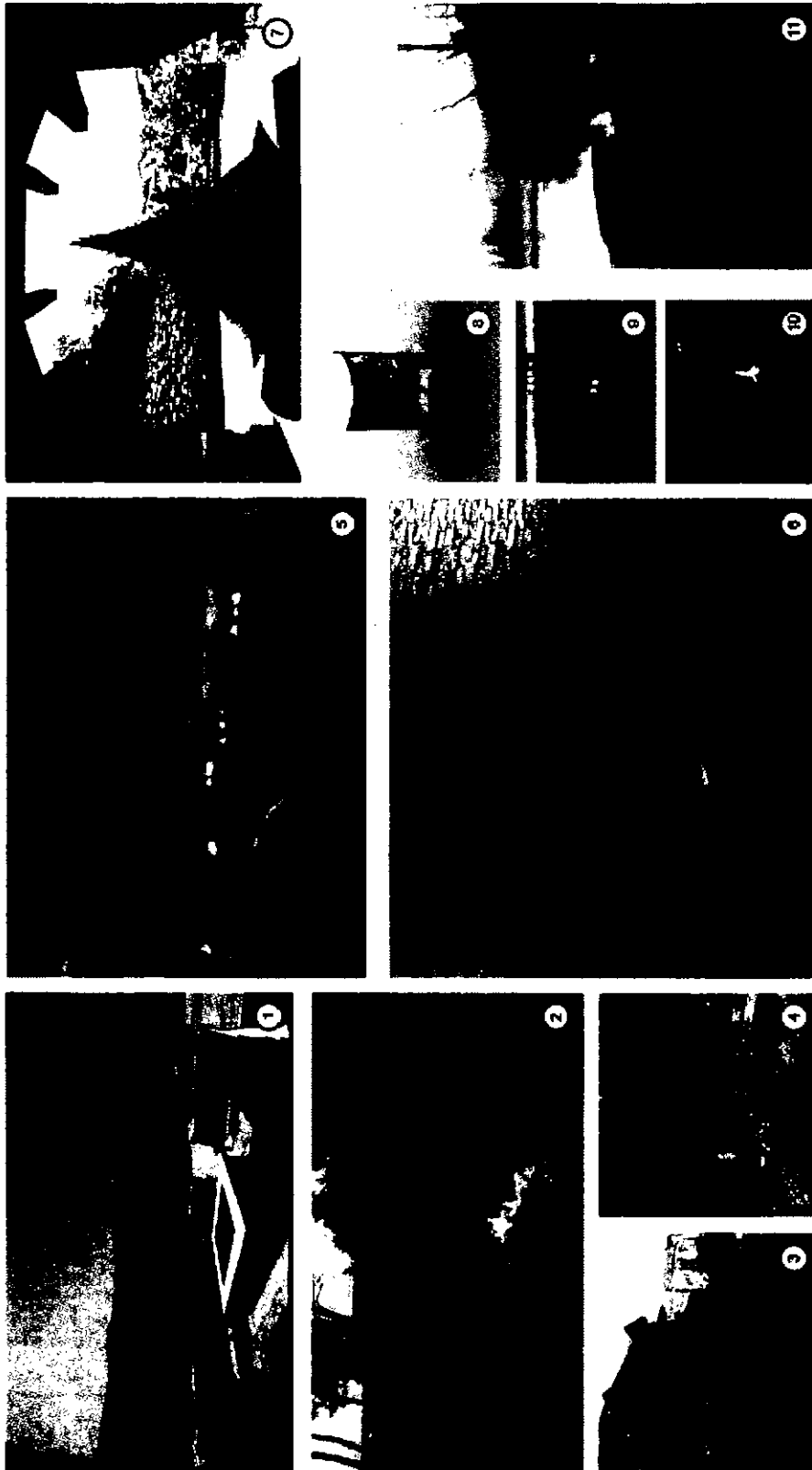
Raleigh Studios
Park City, UT



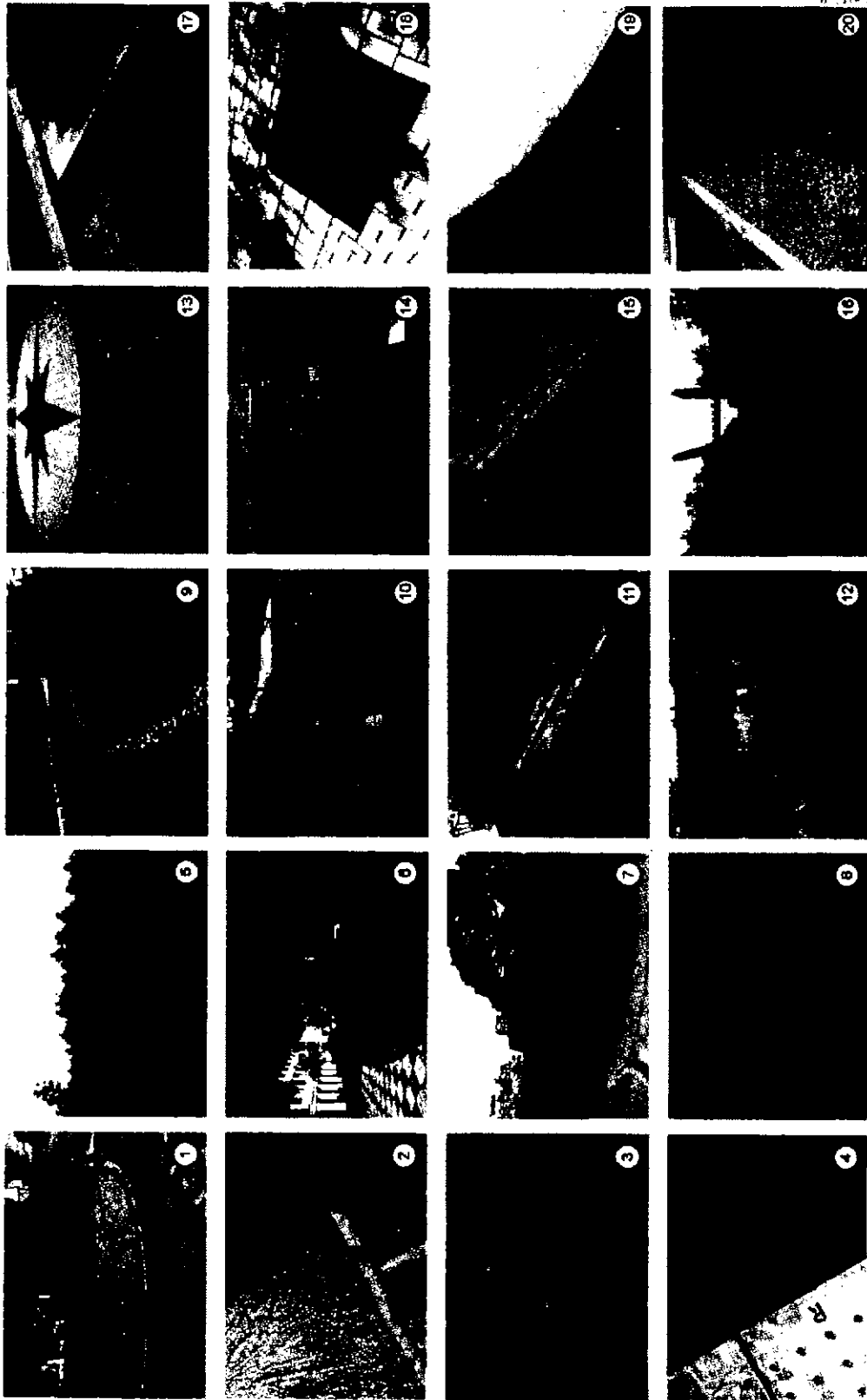
Raleigh Studios – Precedent Images



Raleigh Studios – Precedent Image Boards



Raleigh Studios – Precedent Image Boards



HAZARDS / PLAZA PAVING CONCEPTS
PRECEDENT IMAGES
RALLEIGH STUDIOS
March 2012

Conceptual Site Plan
March 28, 2012

IBI GROUP
Raleigh Studios
Park City, UT

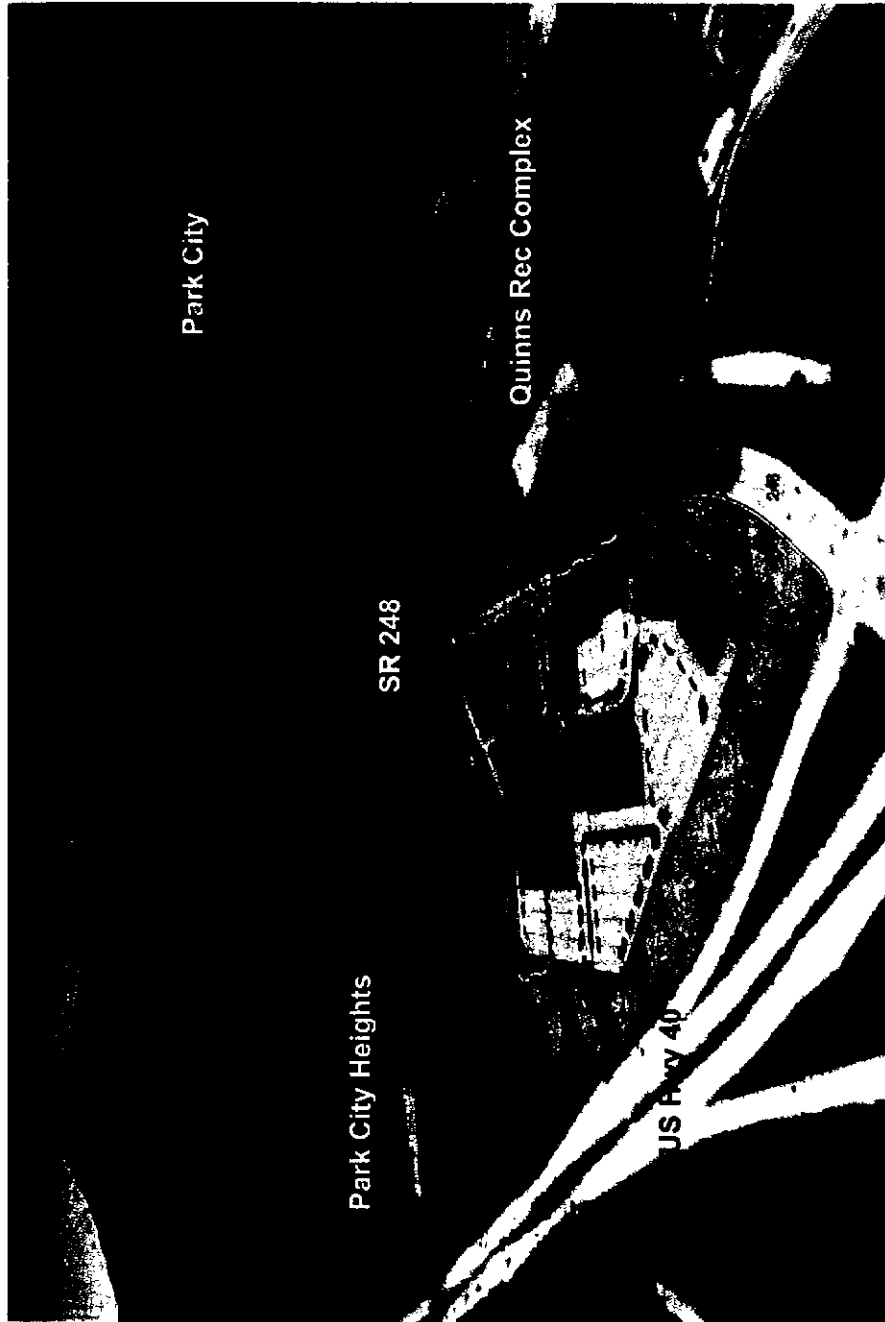
Previous Submittal Information – March 14, 2012



Raleigh Studios
Park City, UT

Conceptual Site Plan
April 11, 2012

Raleigh Studios – Visual Analysis



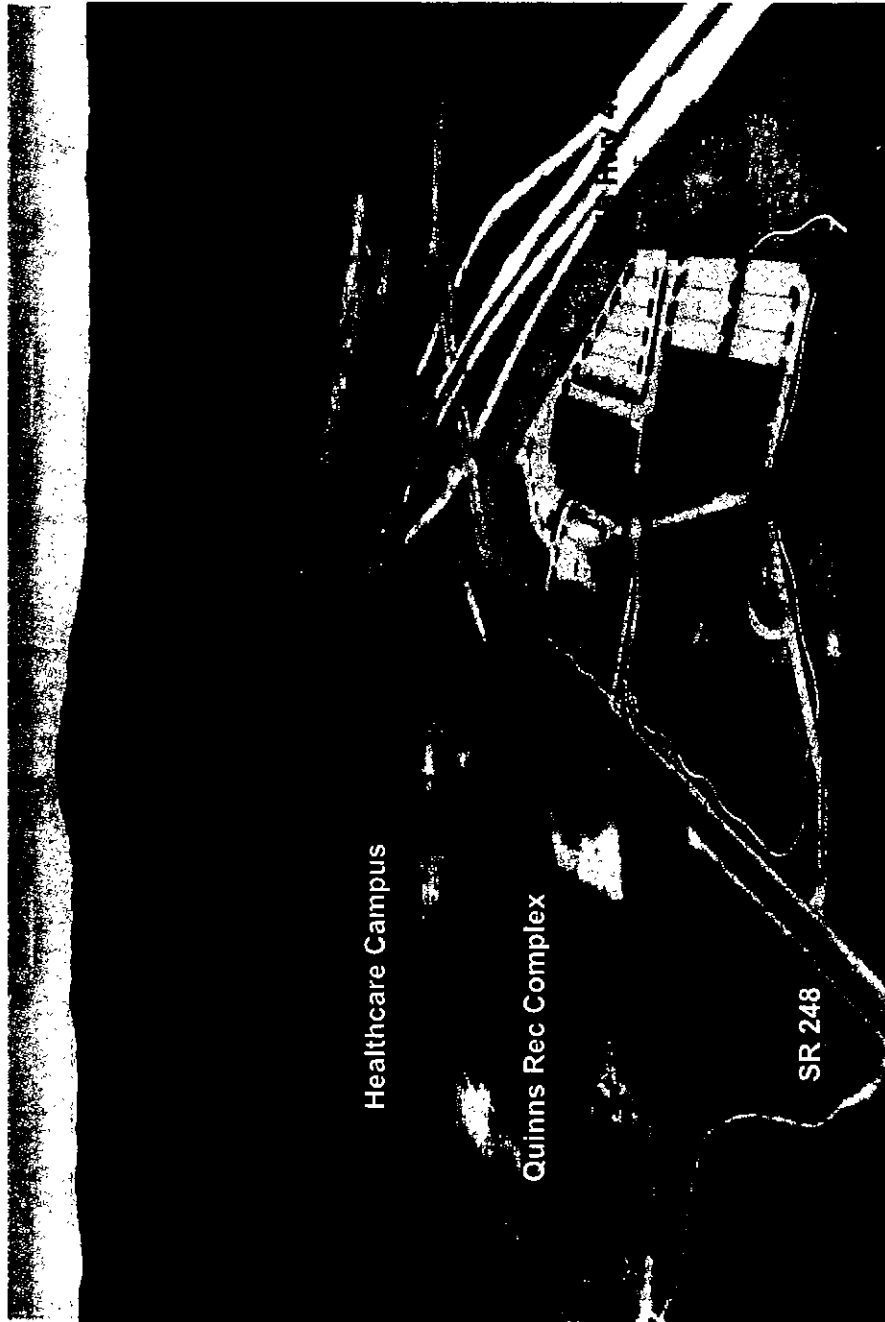
View Looking SW

Raleigh Studios – Visual Analysis



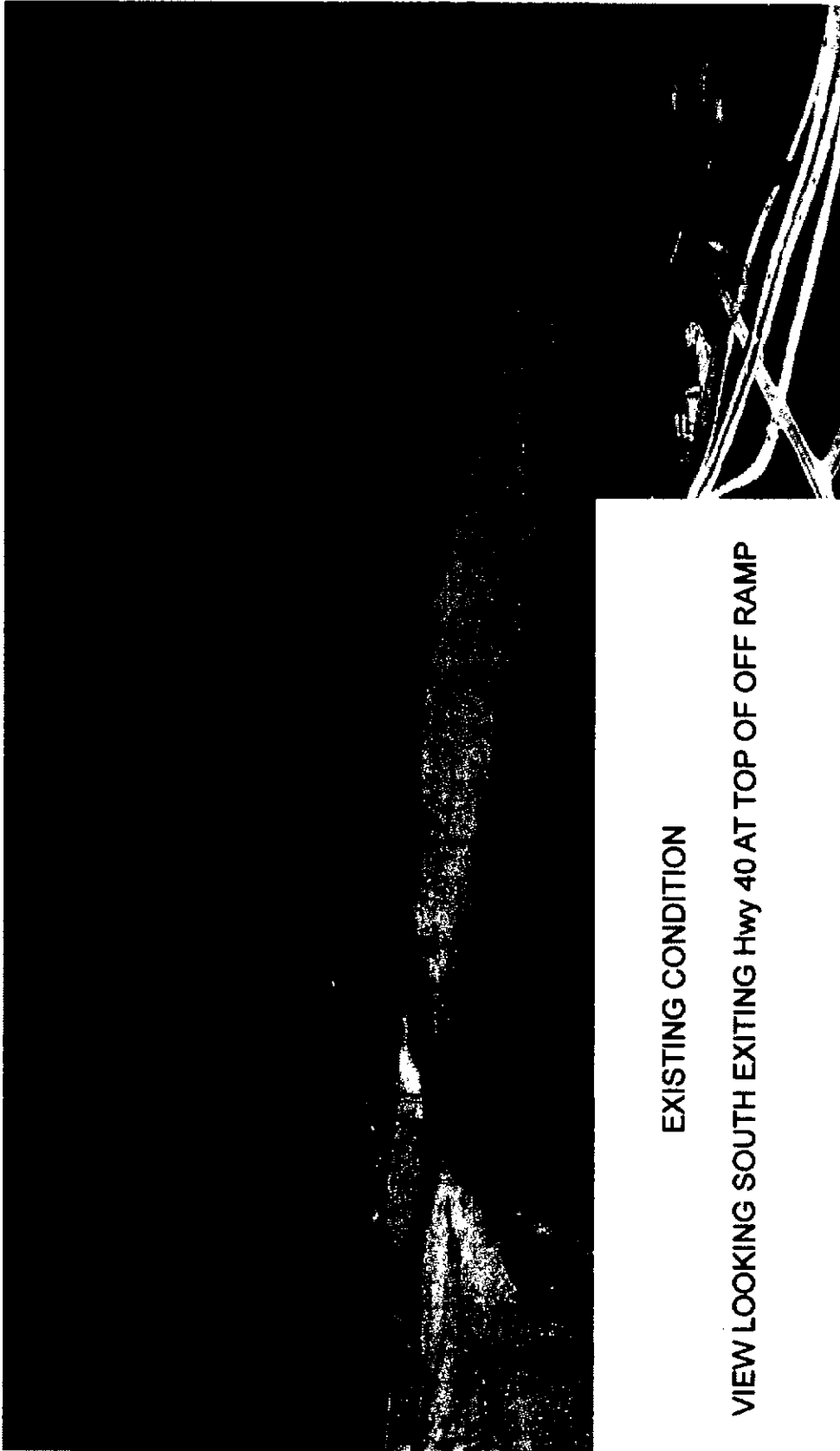
View Looking SE

Raleigh Studios – Visual Analysis



View Looking NE





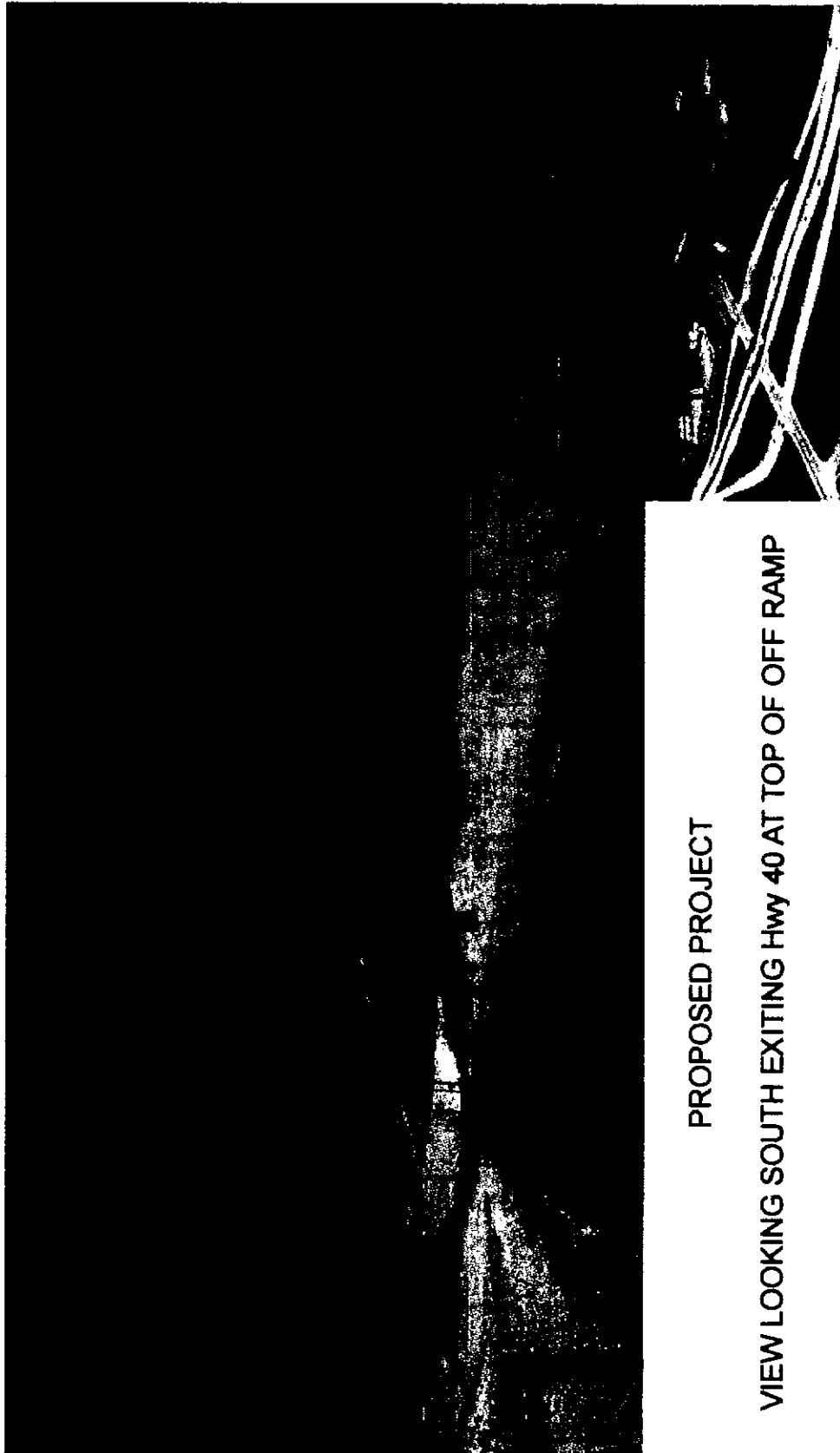
EXISTING CONDITION

VIEW LOOKING SOUTH EXITING Hwy 40 AT TOP OF OFF RAMP



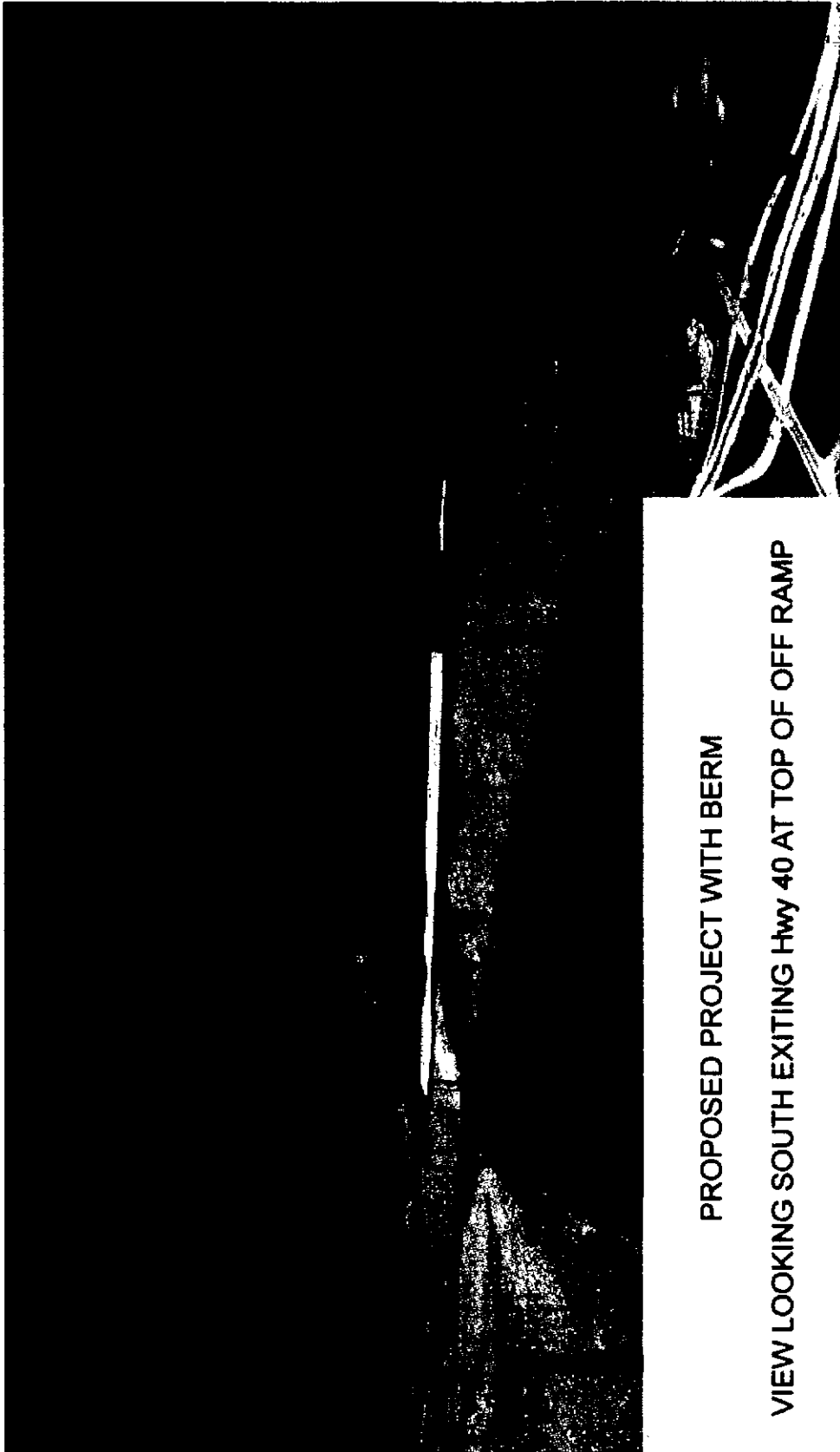
Raleigh Studios
Park City, UT

Conceptual Site Plan
March 14, 2012



PROPOSED PROJECT

VIEW LOOKING SOUTH EXITING HWY 40 AT TOP OF OFF RAMP



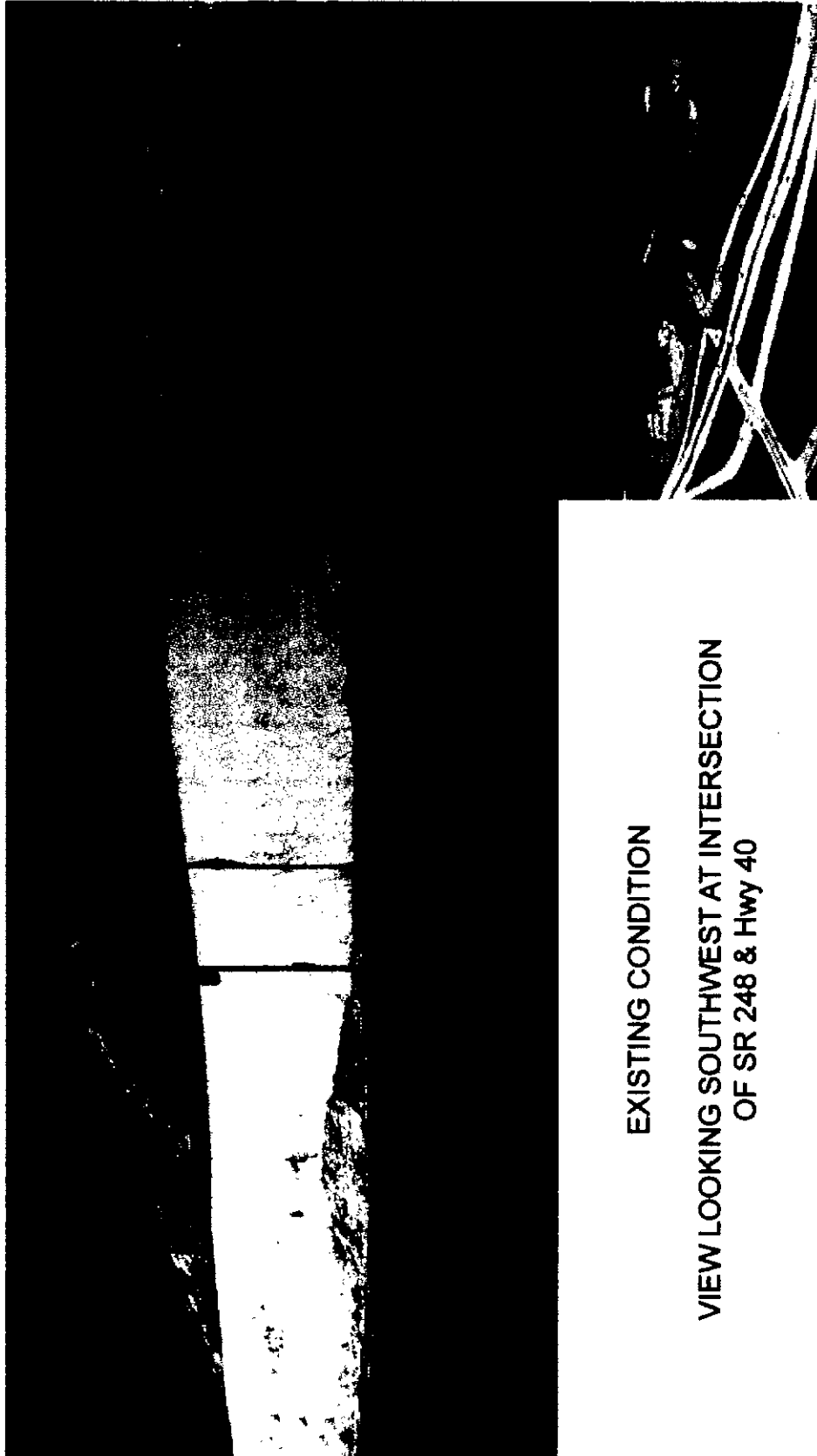
PROPOSED PROJECT WITH BERM

VIEW LOOKING SOUTH EXITING Hwy 40 AT TOP OF OFF RAMP



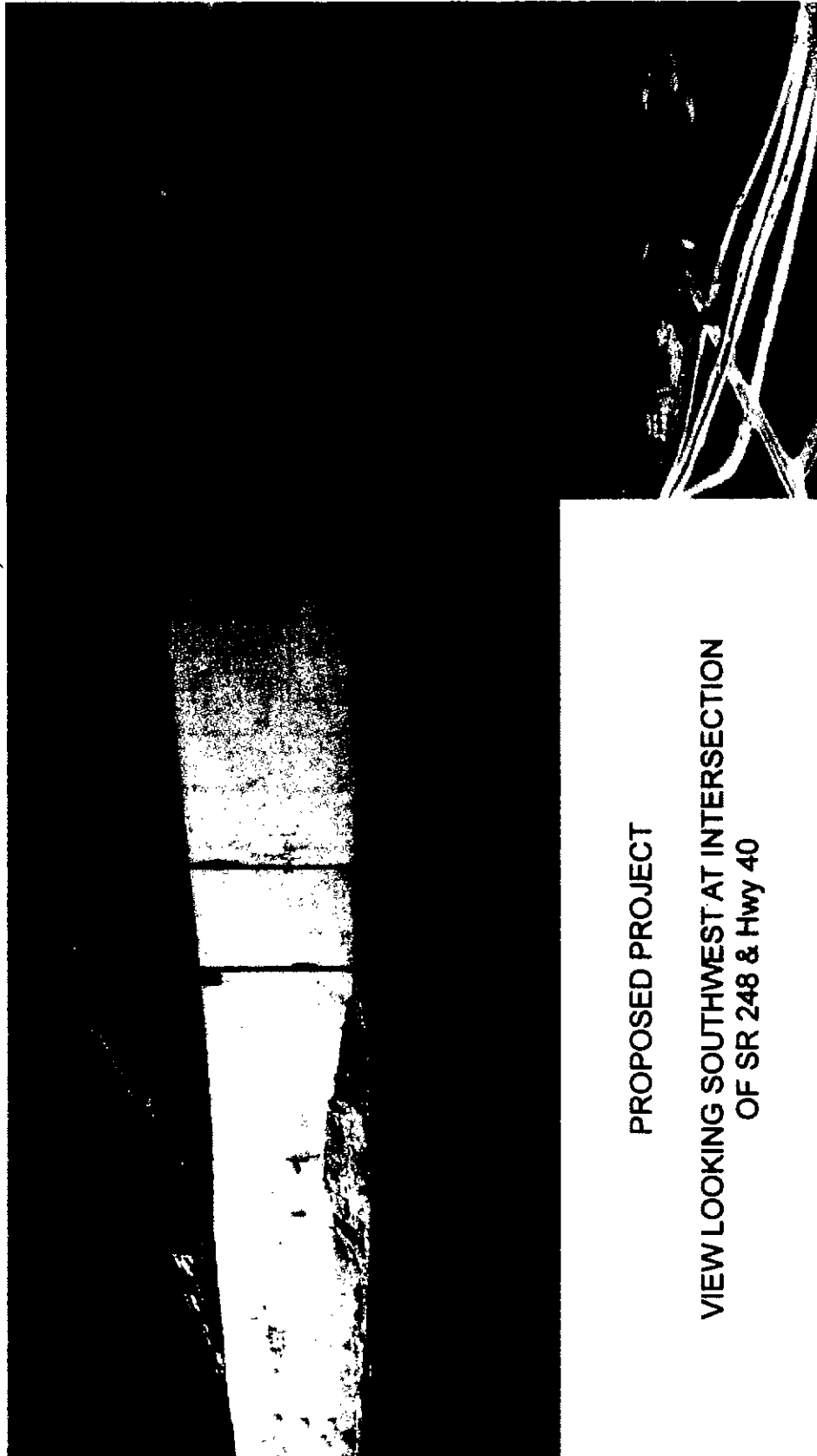
Raleigh Studios
Park City, UT

Conceptual Site Plan
March 14, 2012

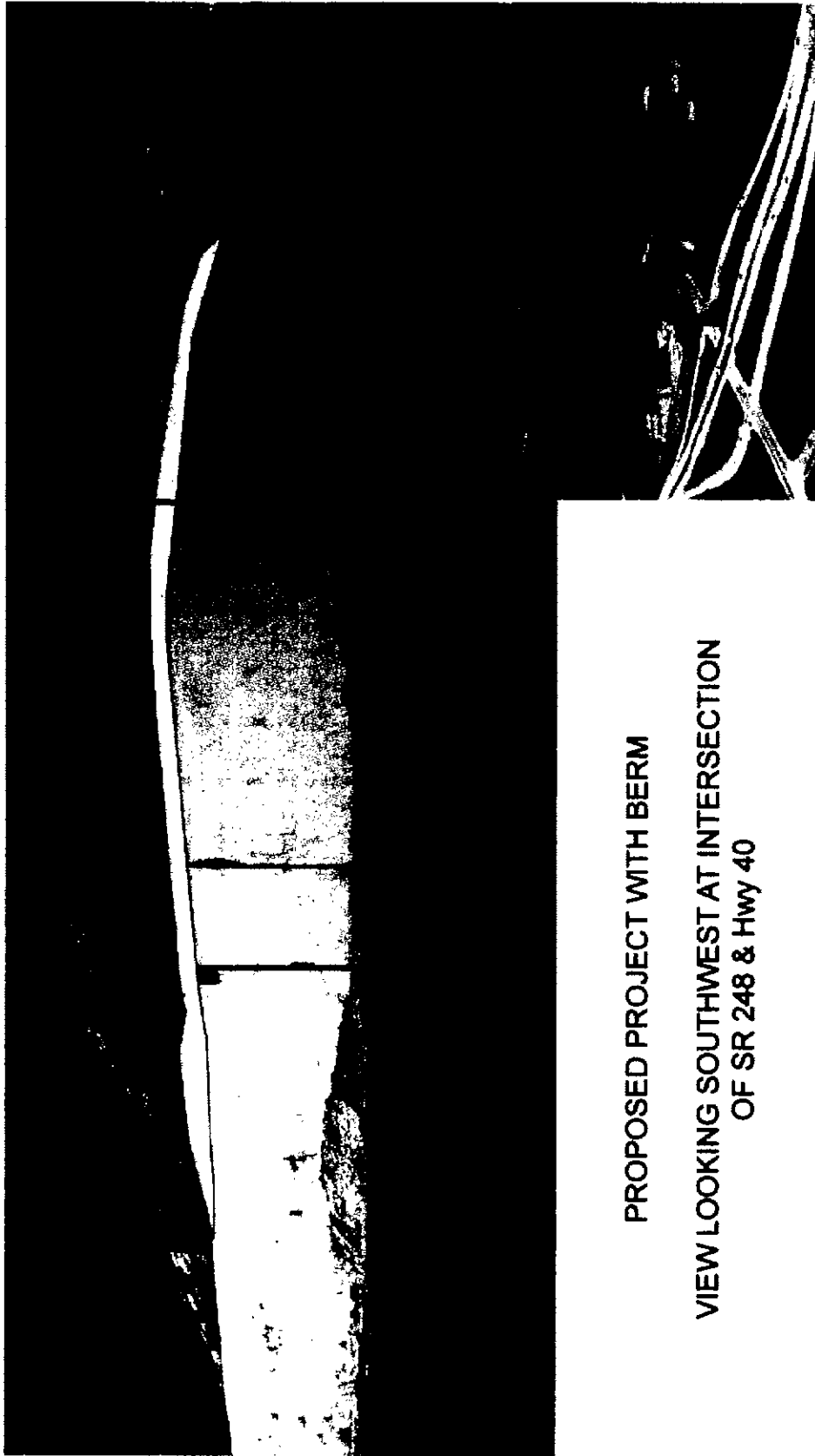


EXISTING CONDITION

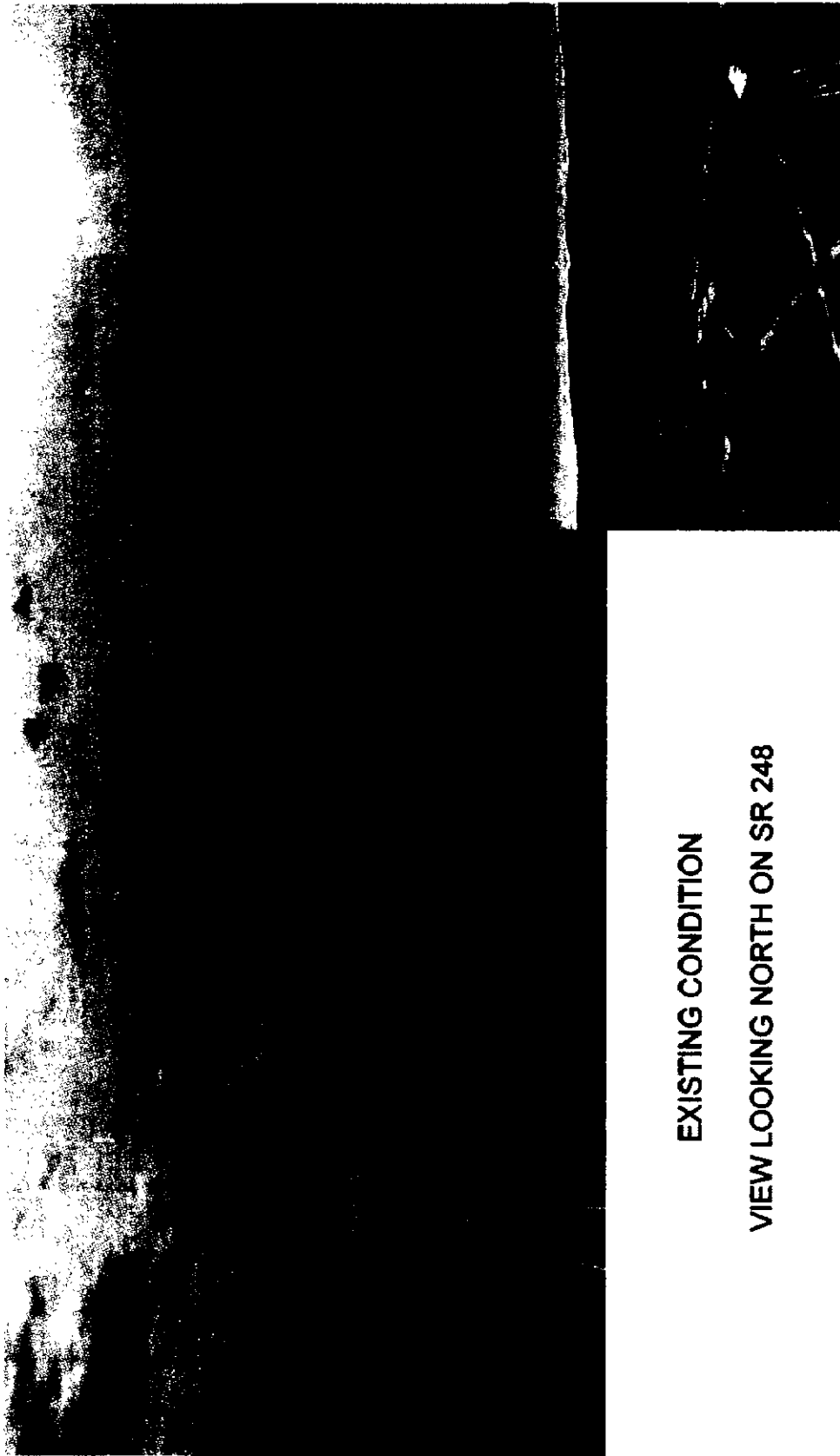
VIEW LOOKING SOUTHWEST AT INTERSECTION
OF SR 248 & Hwy 40



PROPOSED PROJECT
VIEW LOOKING SOUTHWEST AT INTERSECTION
OF SR 248 & Hwy 40

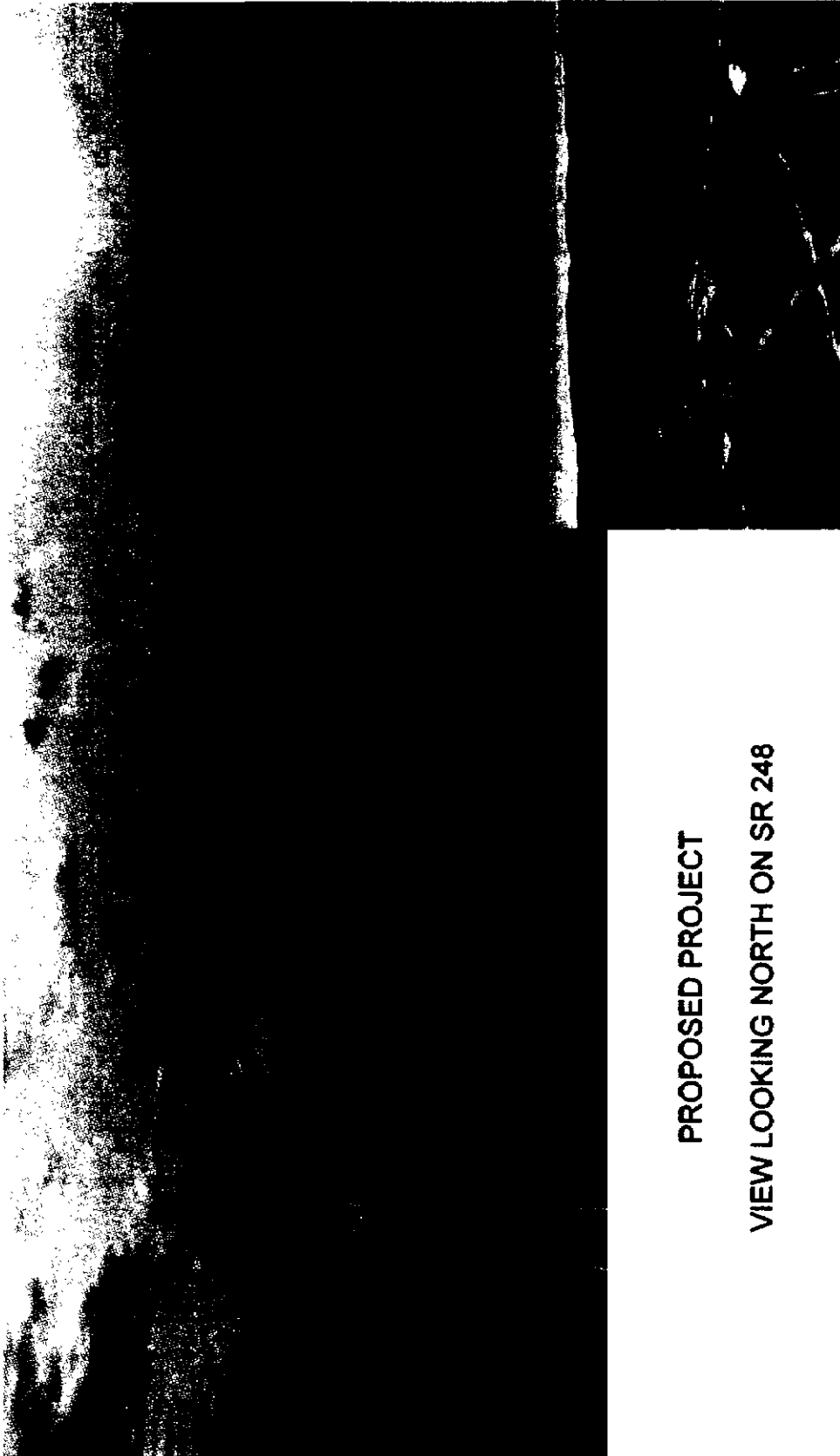


PROPOSED PROJECT WITH BERM
VIEW LOOKING SOUTHWEST AT INTERSECTION
OF SR 248 & Hwy 40



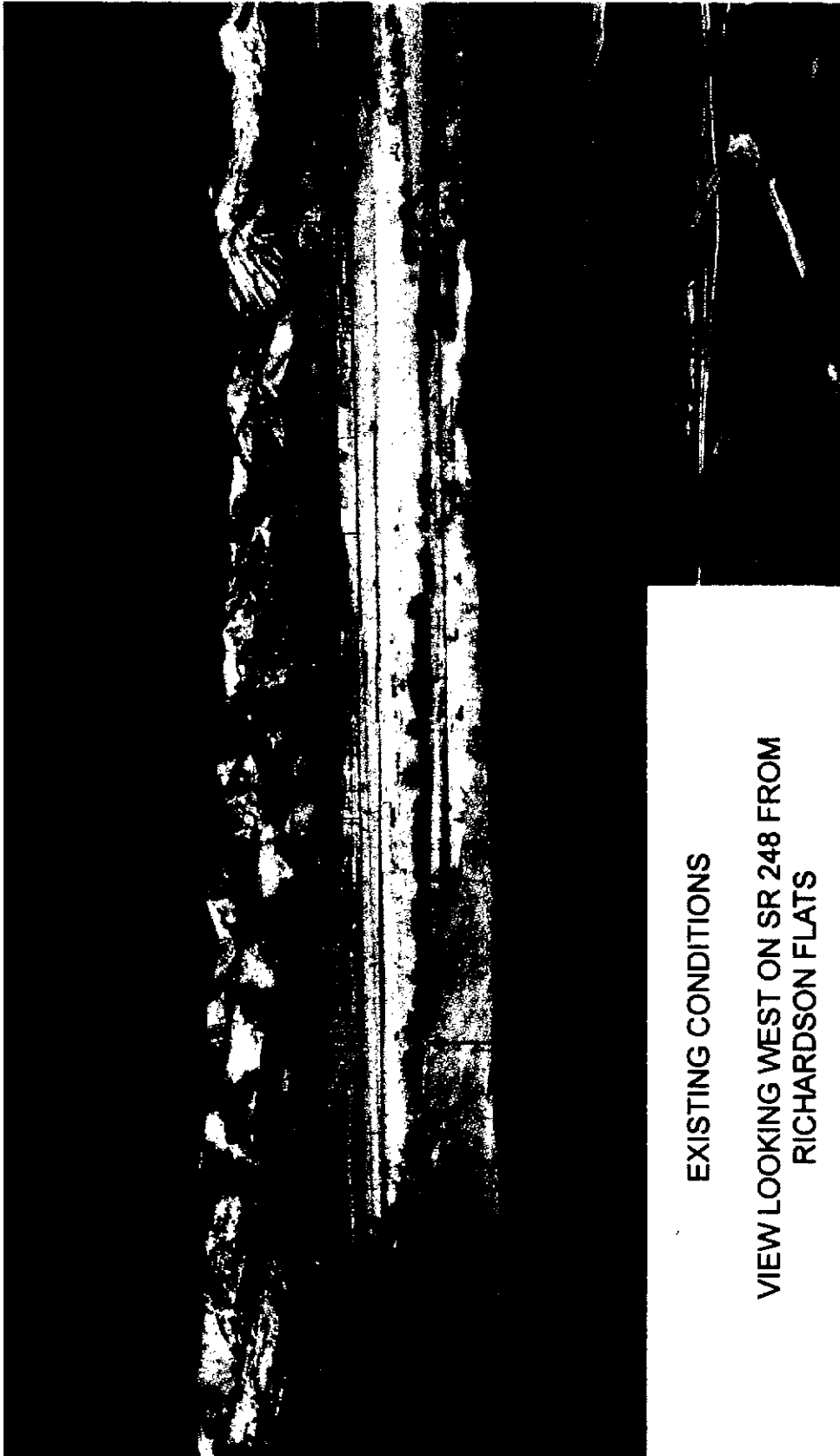
EXISTING CONDITION

VIEW LOOKING NORTH ON SR 248



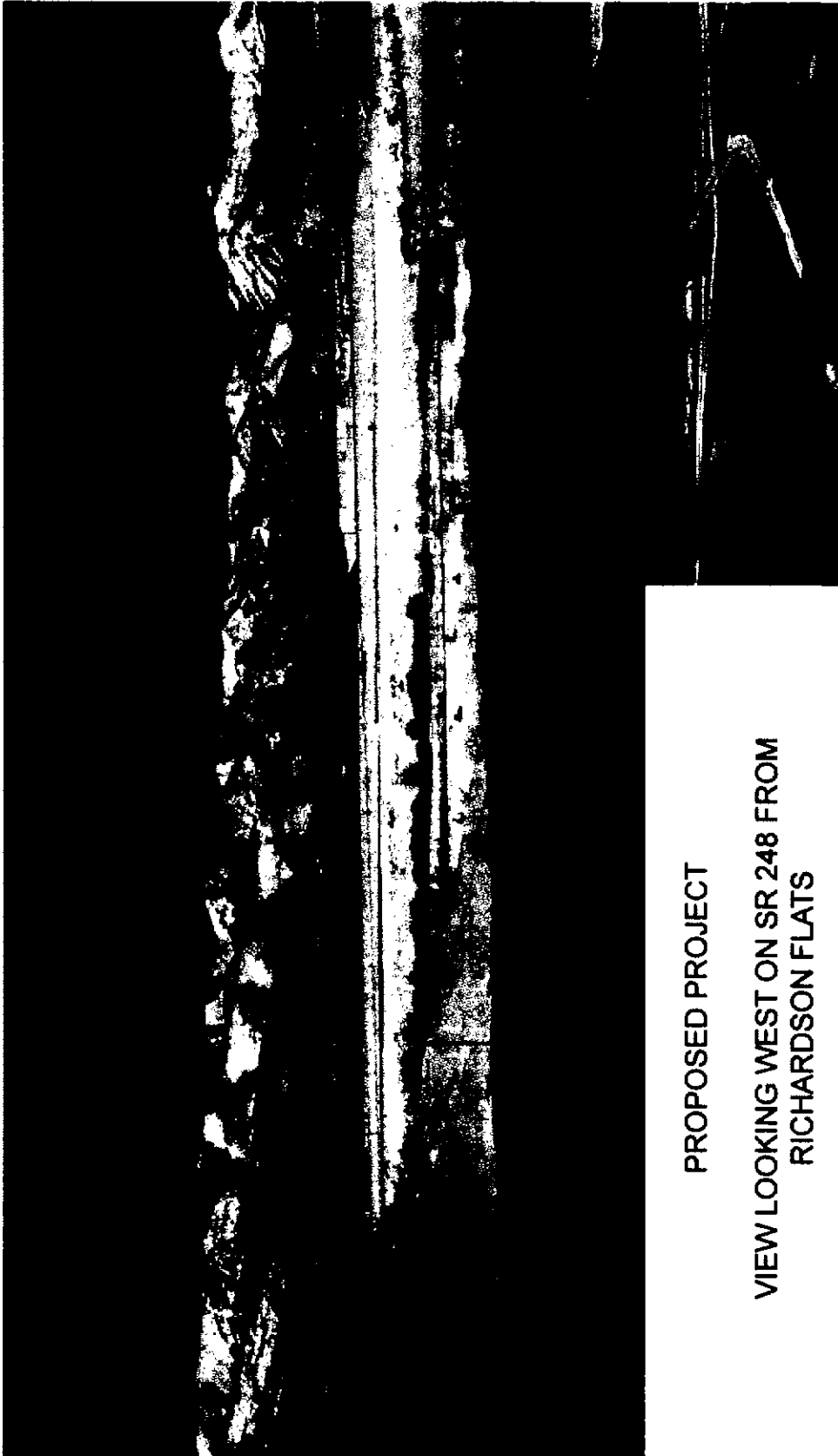
PROPOSED PROJECT

VIEW LOOKING NORTH ON SR 248



EXISTING CONDITIONS

VIEW LOOKING WEST ON SR 248 FROM
RICHARDSON FLATS



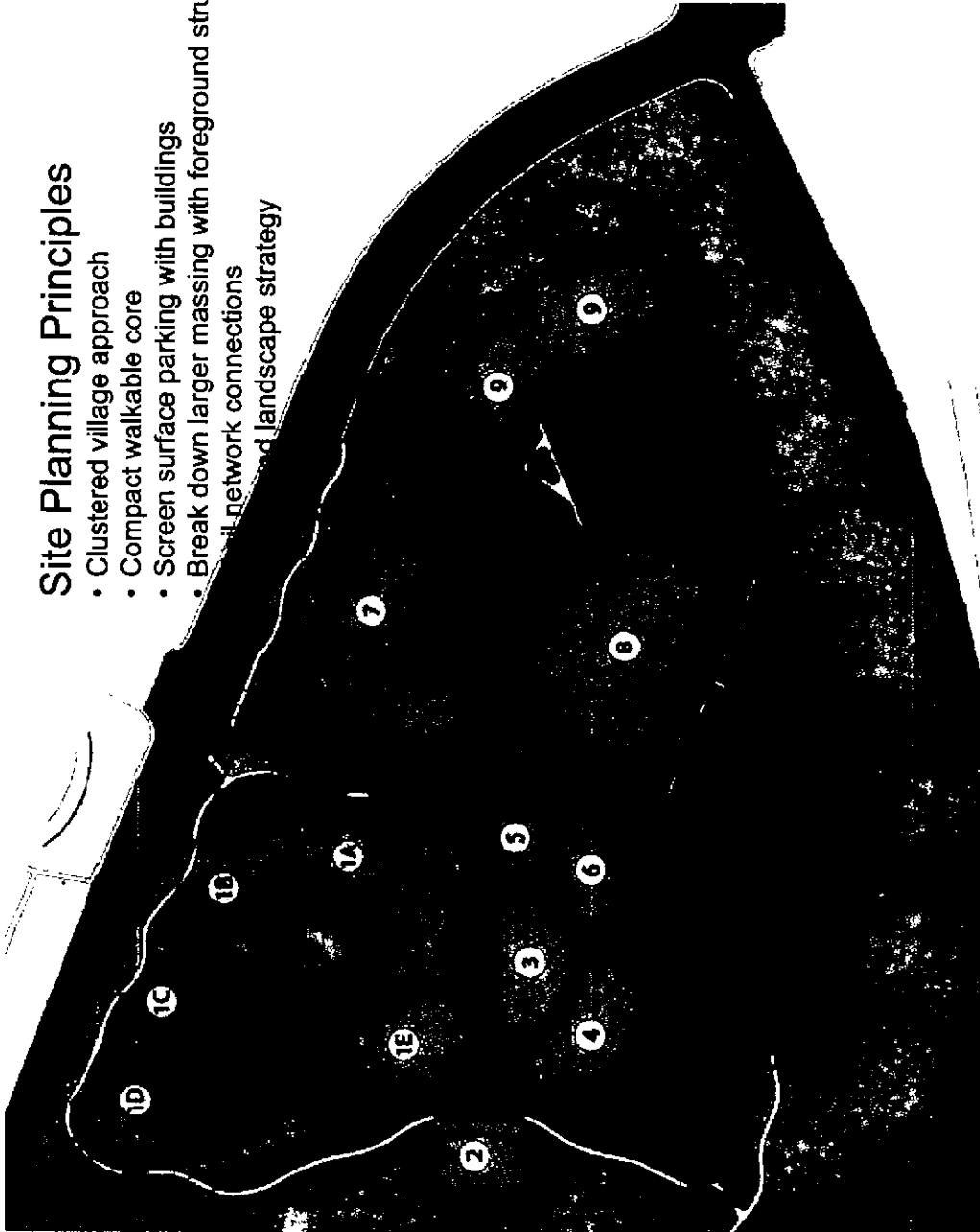
PROPOSED PROJECT

VIEW LOOKING WEST ON SR 248 FROM
RICHARDSON FLATS

Raleigh Studios – Conceptual Site Plan

Site Planning Principles

- Clustered village approach
- Compact walkable core
- Screen surface parking with buildings
- Break down larger massing with foreground structures
- Create a network connections
- Implement a landscape strategy



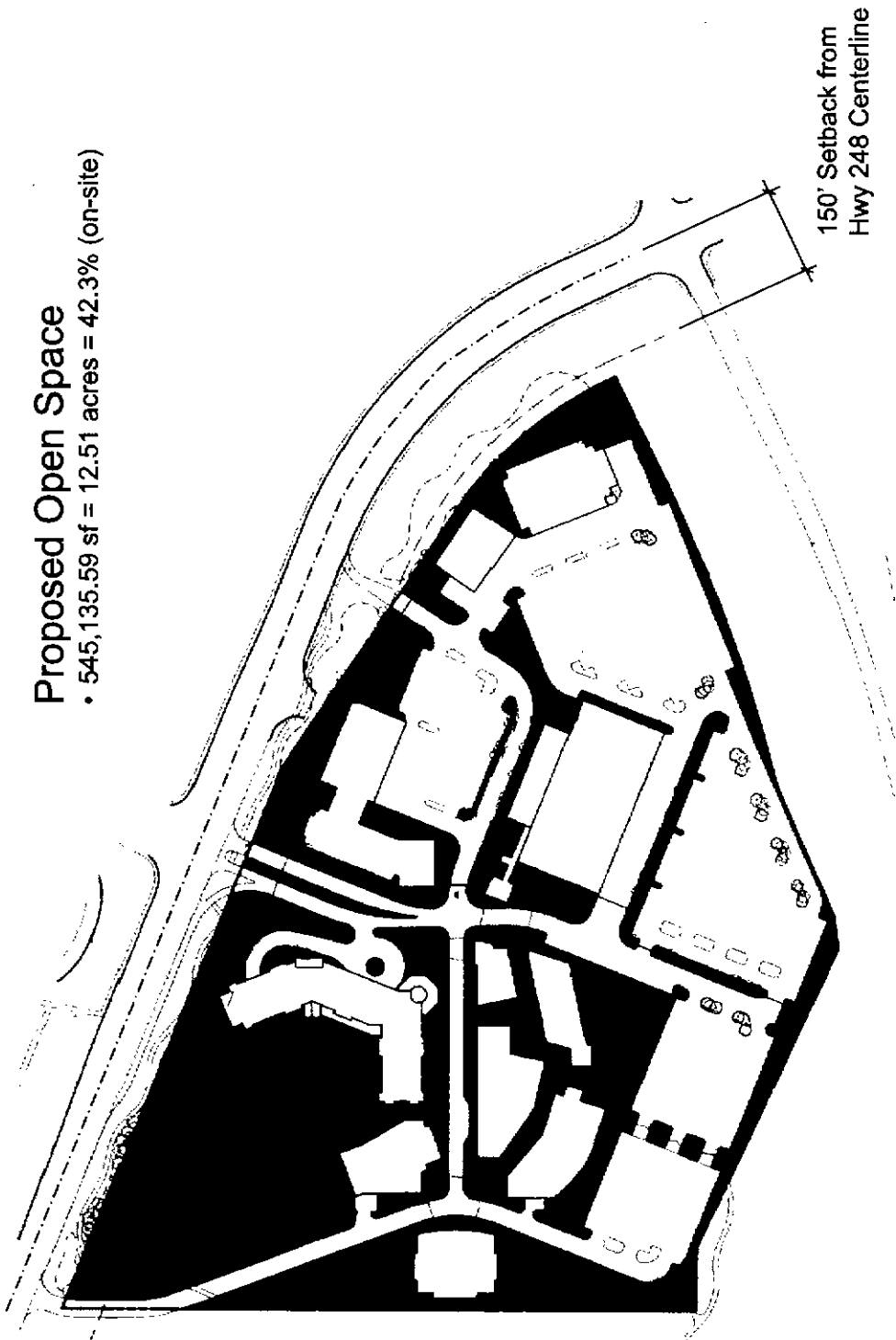
Raleigh Studios
Park City, UT

Conceptual Site Plan
March 14, 2012

Raleigh Studios – Open Space

Proposed Open Space

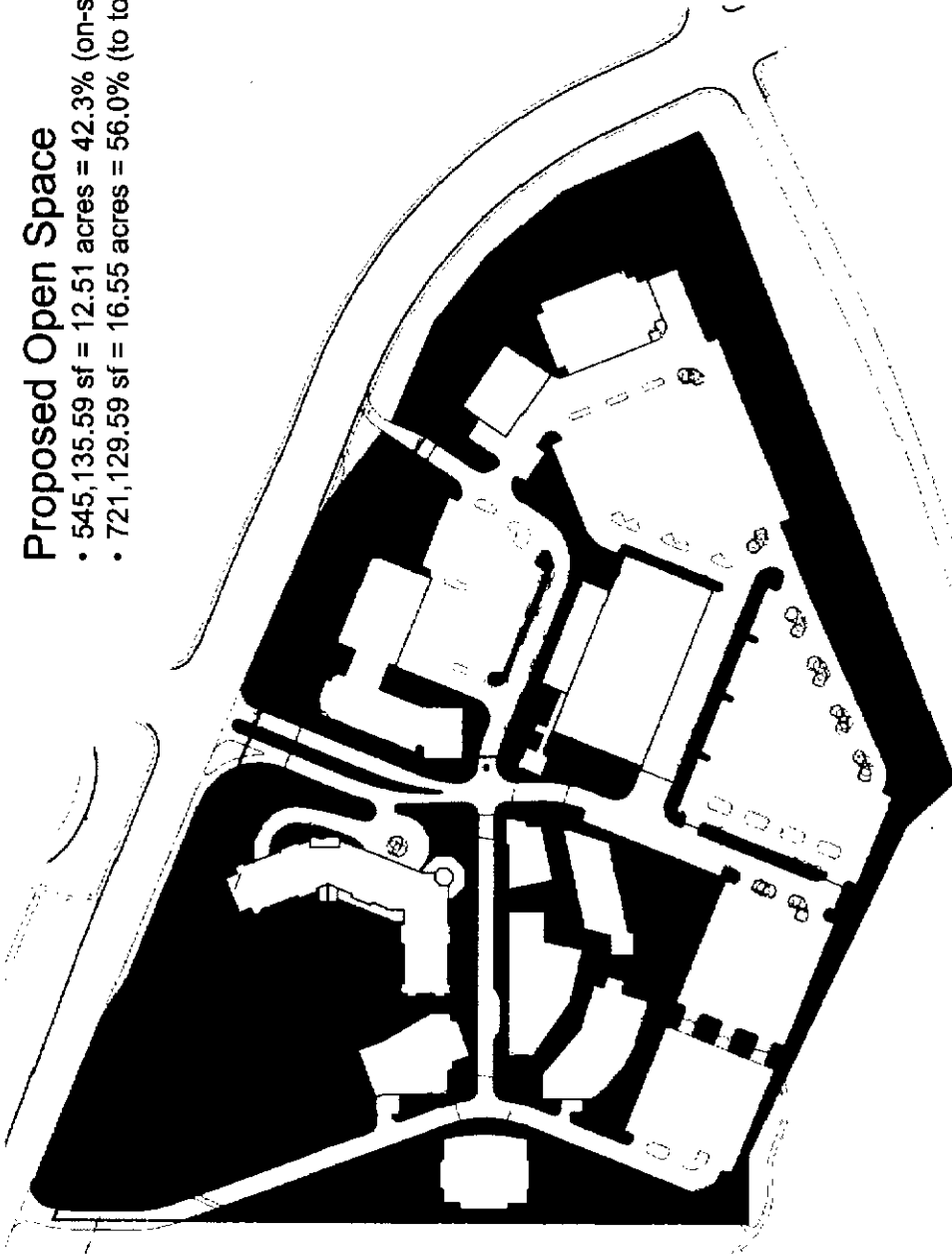
- 545,135.59 sf = 12.51 acres = 42.3% (on-site)



Raleigh Studios – Open Space

Proposed Open Space

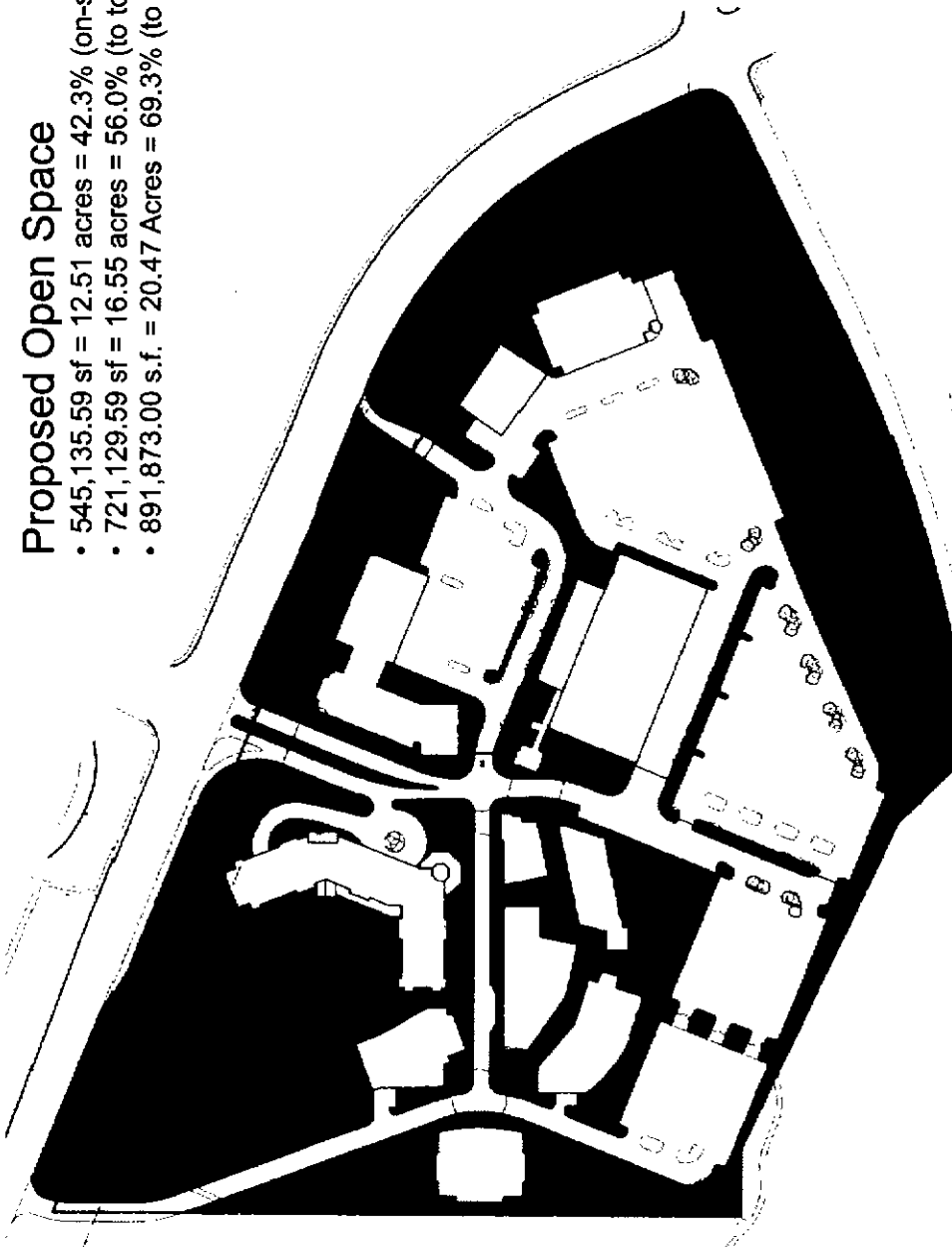
- 545,135.59 sf = 12.51 acres = 42.3% (on-site)
- 721,129.59 sf = 16.55 acres = 56.0% (to top of cut bank)



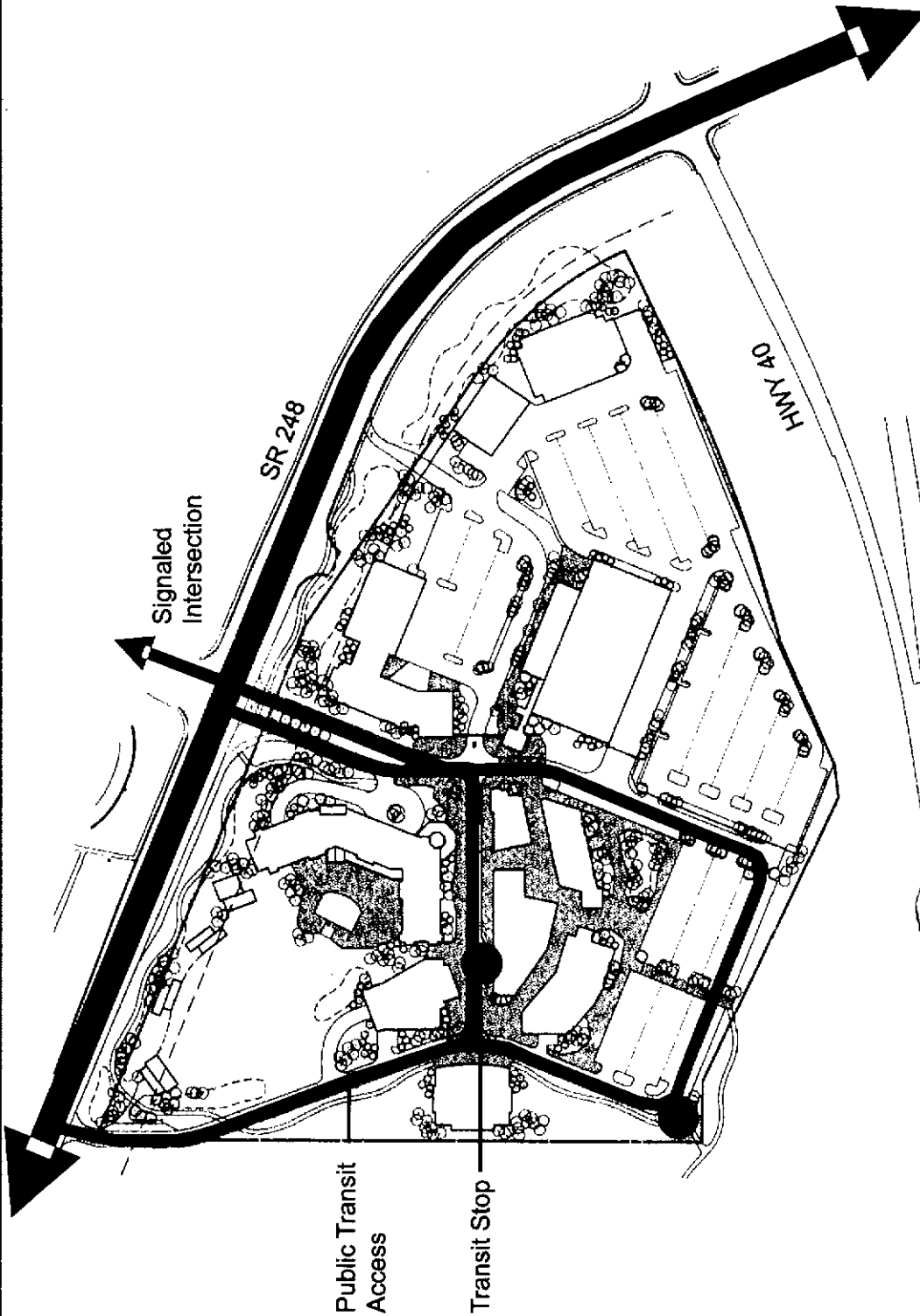
Raleigh Studios – Open Space

Proposed Open Space

- 545,135.59 sf = 12.51 acres = 42.3% (on-site)
- 721,129.59 sf = 16.55 acres = 56.0% (to top of cut bank)
- 891,873.00 s.f. = 20.47 Acres = 69.3% (to edge of 248/40)



Raleigh Studios – Access/Circulation (Transit)



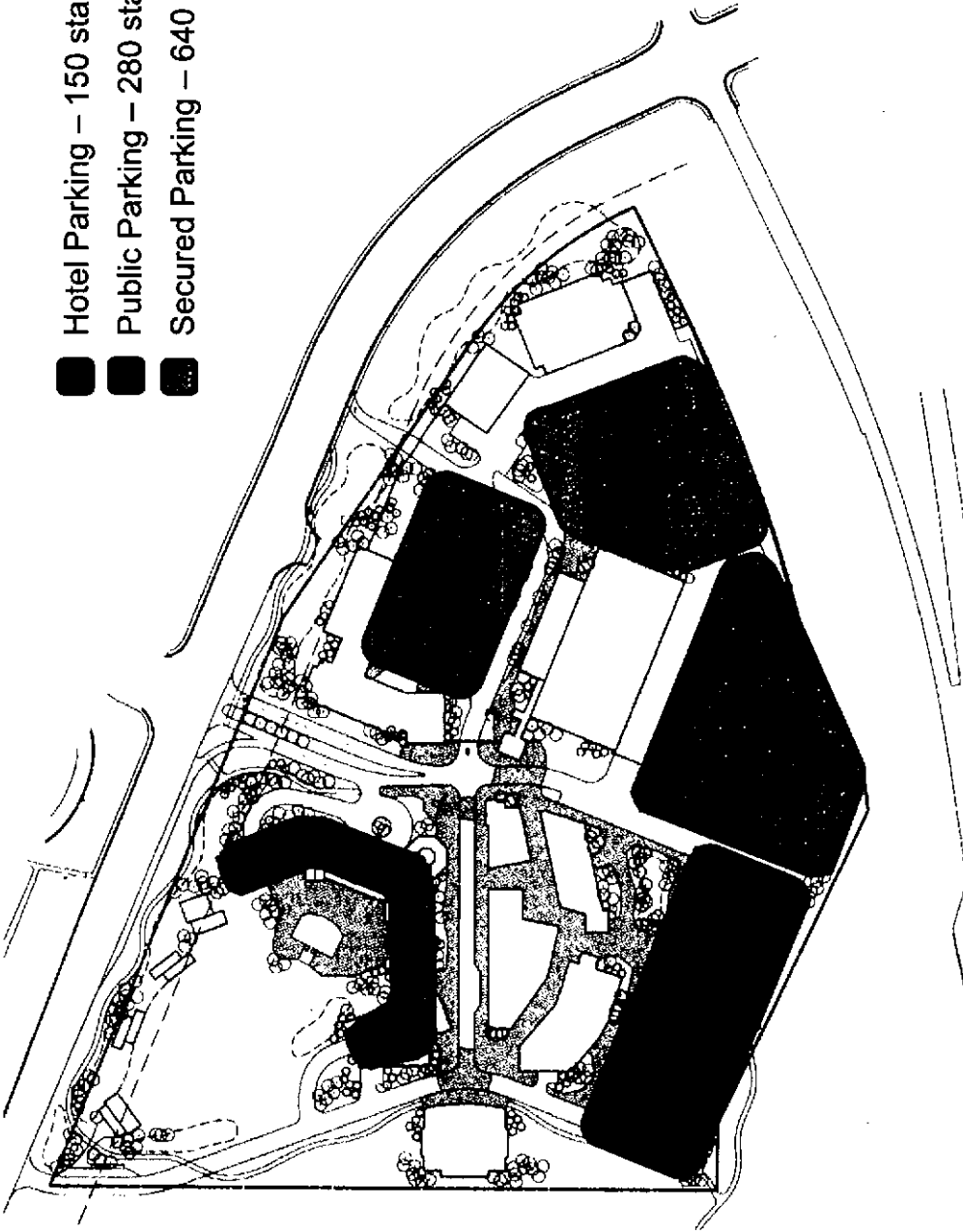
Conceptual Site Plan
143 March 14, 2012

Raleigh Studios
Park City, UT



Raleigh Studios – Parking

- Hotel Parking – 150 stalls
- Public Parking – 280 stalls
- Secured Parking – 640 stalls



Conceptual Site Plan
144 March 14, 2012

Raleigh Studios
Park City, UT

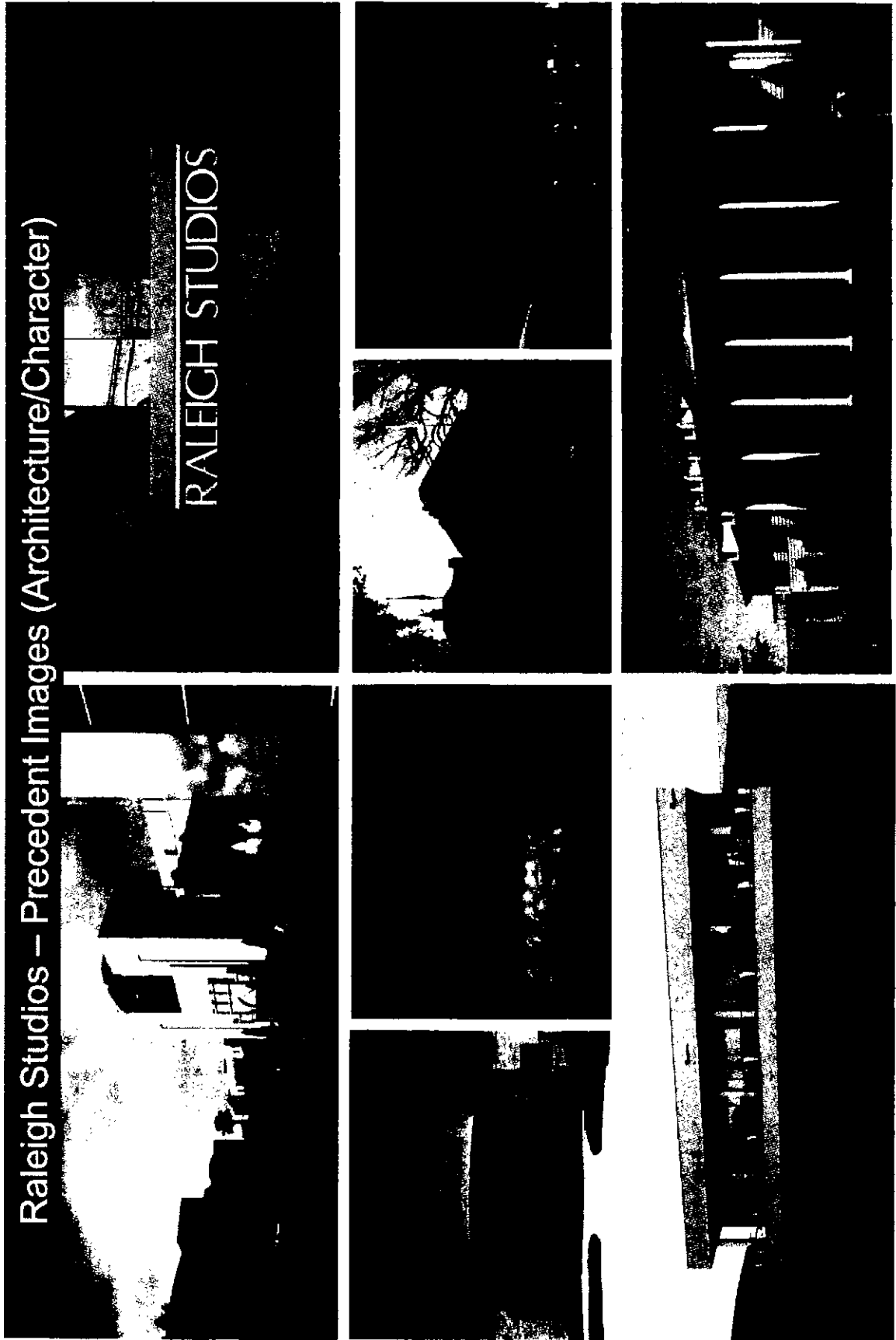


Raleigh Studios – Precedent Images (Studio Retail)



Raleigh Studios
Park City, UT

Conceptual Site Plan
15 March 14, 2012



Raleigh Studios – Precedent Images (Architecture/Character)

RALEIGH STUDIOS

Raleigh Studios – Precedent Images (Site Plans)



Inflight Film Studios – Vancouver, British Columbia



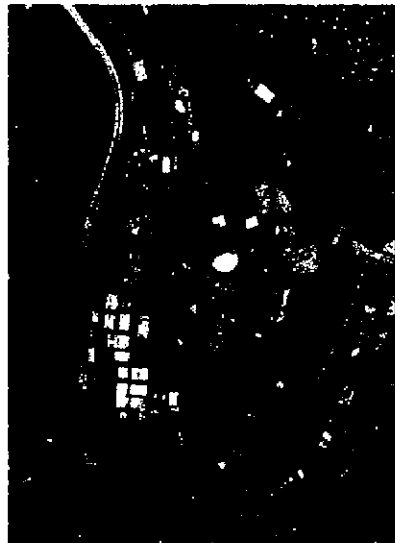
North Shore Studios – Vancouver, British Columbia



Northern Film & Media – Newcastle, England



Pixar Animation Studios – Emeryville, California



Universal Studios – Hollywood, California



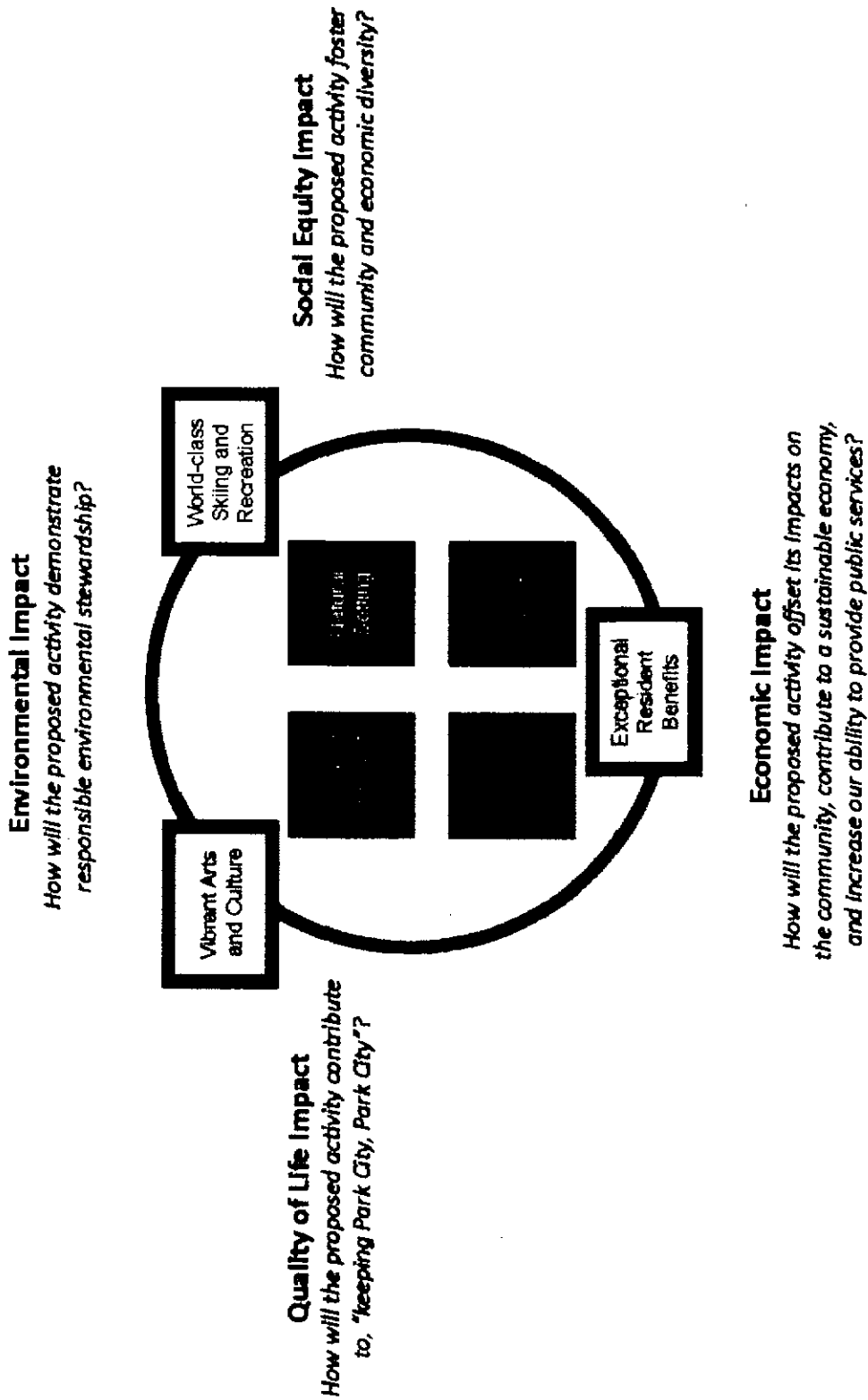
Lions Gate Studios – Vancouver, British Columbia



Raleigh Studios
Park City, UT

Conceptual Site Plan
107 March 14, 2012

Raleigh Studios – Community Visioning Filter



Raleigh Studios – Community Visioning Filter

1 Quality of Life Impact – “keeping Park City, Park City”

- Embrace, showcase and encourage arts and culture
- Contribute to a year-round offering of uses and activities
- Enhance the community trail network
- Attract diverse demographic
- Improve transportation needs of visitors and residents

2 Economic Impact – “contribute to a sustainable economy and provide public services”

- Increased tax base to the resort economy
- Diversify the local economy through art and culture based industry
- Increase national, regional and local employment offerings
- Enhance the tourism economy through unique attractions
- Nurture and grow the success of the Sundance Film Festival
- Promote the film industry within the State of Utah
- Increase the international brand of Park City

3 Social Equity Impact – “foster community diversity”

- Attract the part-time and permanent resident demographic
- Attract and enhance year-round event and activity offerings
- Enhance community identity and image
- Increase and diversify educational offerings

4 Environmental Impact – “demonstrate responsible environmental stewardship”

- Promote public transit and trail connections to reduce vehicle miles traveled
- Green building design and construction to meet minimum LEED Silver Standards
- Water conservation site design through native, drought tolerant planting strategies
- Stormwater management to minimize and filter runoff



Raleigh Studios
Park City, UT

Conceptual Site Plan
1st March 14, 2012

Raleigh Studios – General Plan Compliments

- 1 Preserve mountain resort and historic character of Park City (GP Goal 1)**
 - Complement historic and resort qualities through architectural design
 - Blend building materials and landscape character with the natural environment
 - Enhance the resort bed base and guest experience
- 2 Preserve environmental quality, open space and outdoor recreation opportunities (GP Goal 2)**
 - Focus new development at base of hills minimizing impact on ridgelines
 - Configured trails to provide outdoor recreational opportunities and connections
- 3 Maintain high quality public services and facilities (GP Goal 3)**
 - Promote public transit and trail linkages
 - Increase community facilities to meet the needs and desires of residents and visitors
 - Contribute privately to the development of community facilities
- 4 Work effectively with other governmental agencies to achieve the goals of the General Plan (GP Goal 4)**
 - Work with the State of Utah to promote the film industry
 - Collaborate with the County to benefit the local image and identity
 - Be a model community through policy and advocacy to promote a successful community
- 5 Develop an integrated transportation system to meet the needs of visitors and residents (GP Goal 10)**
 - Enhanced and expanded transit connections
 - Expanded trail network and connectivity

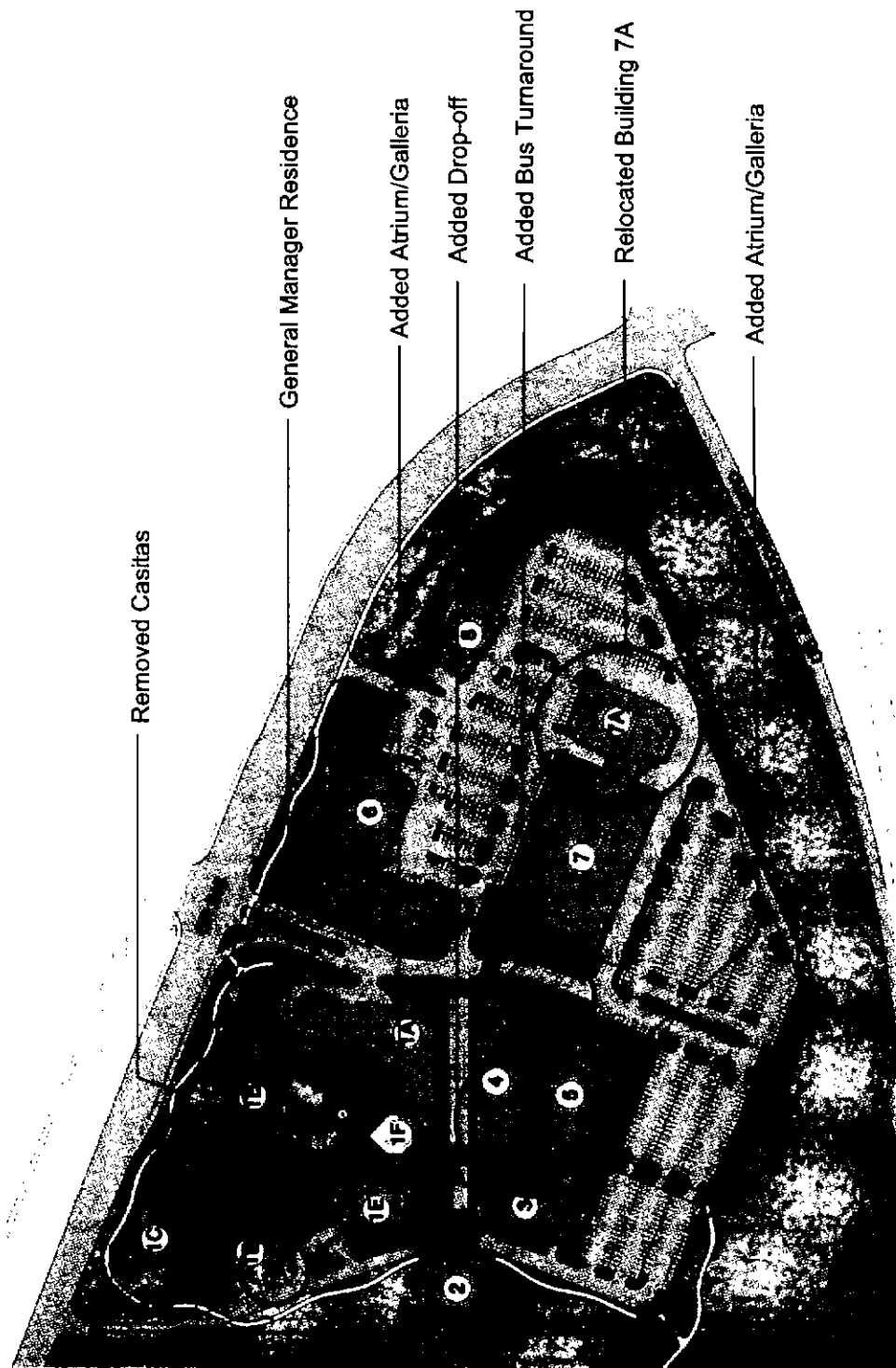


Raleigh Studios
Park City, UT

Conceptual Site Plan
10 March 14, 2012

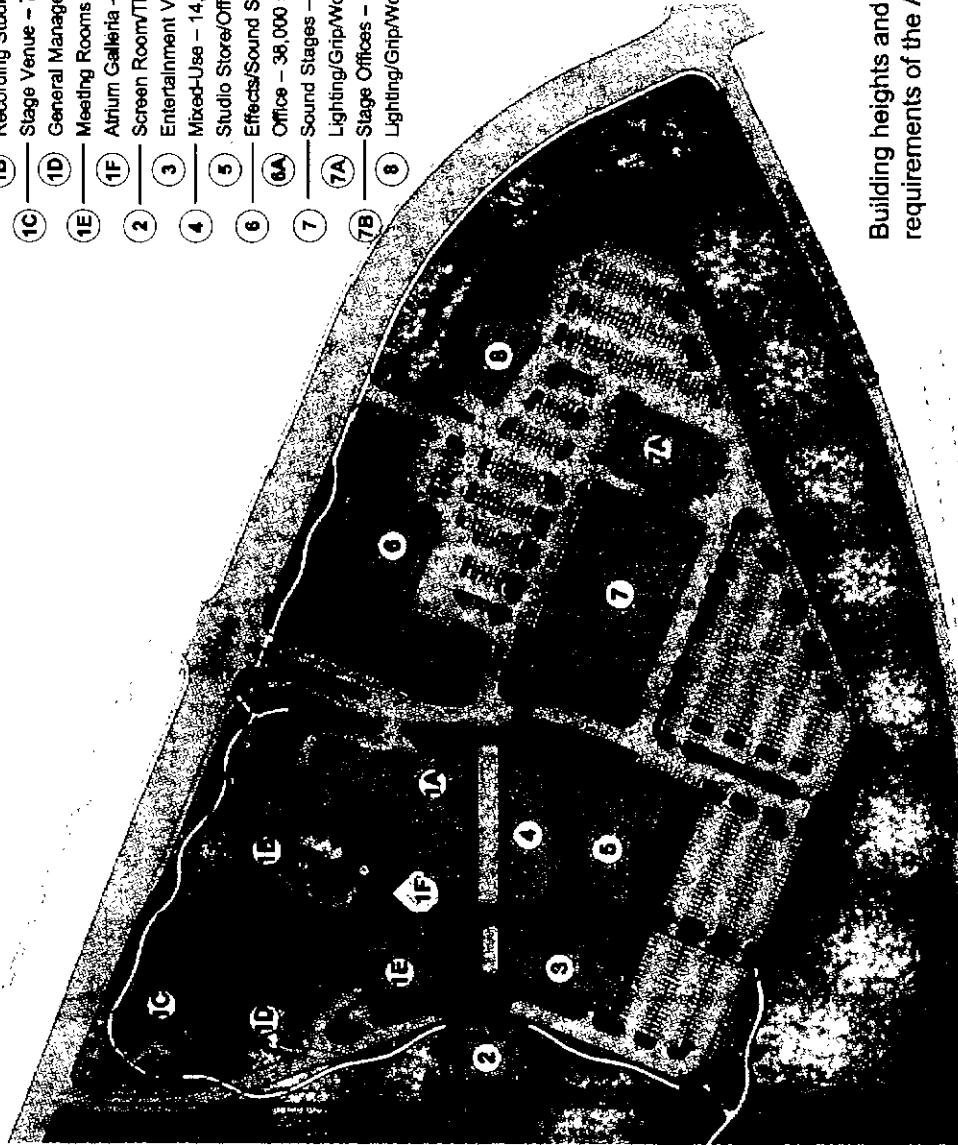
Previous Submittal Information – March 28, 2012

Raleigh Studios – Conceptual Site Plan Revisions



Raleigh Studios – Building Heights/Sizes

- 1A Hotel – 110,250 sf, 40' height
- 1B Recording Studio – 2,500 sf, 16' height
- 1C Stage Venue – 700 sf, 16' height
- 1D General Manager Residence – 750 sf, 16' height
- 1E Meeting Rooms – 16,000 sf, 28' height
- 1F Atrium Galleria – 0 sf, 28' height
- 2 Screen Room/Theater – 15,000 sf, 40' height
- 3 Entertainment Venue – 33,350 sf, 28' height
- 4 Mixed-Use – 14,500 sf, 40' height
- 5 Studio Store/Office/Tour – 25,675 sf, 28' height
- 6 Effects/Sound Stages – 15,900 sf, 40' height
- 6A Office – 38,000 sf, 30' height
- 7 Sound Stages – 71,375 sf, 60' height
- 7A Lighting/Grip/Workshop – 20,000 sf, 28' height
- 7B Stage Offices – 21,000 sf, 28' height
- 8 Lighting/Grip/Workshop/Offices – 10,000 sf, 28' height



Building heights and percentages comply with requirements of the Annexation Agreement

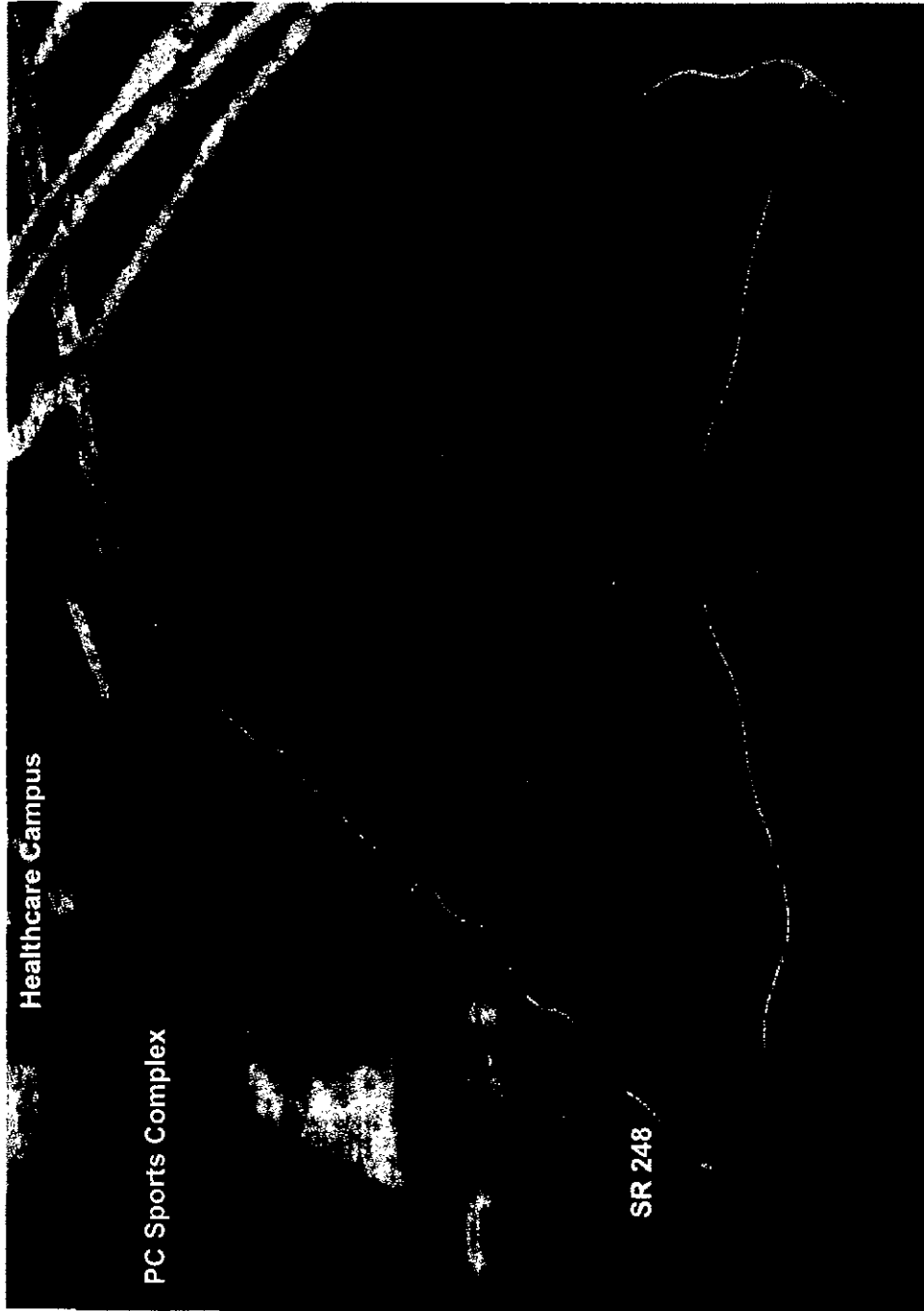


Massing Study Looking South

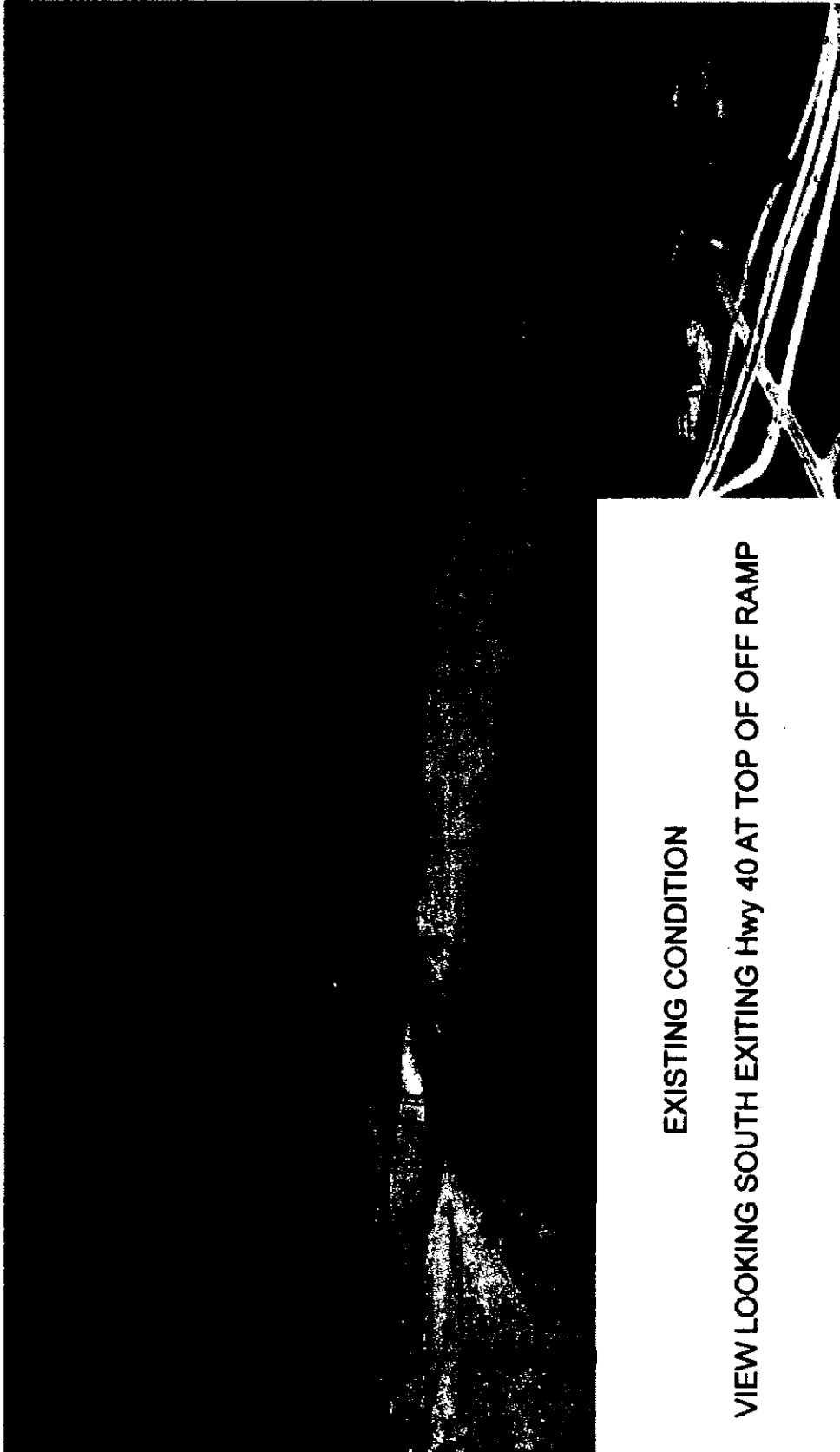


Massing Study Looking SE

Raleigh Studios – Visual Analysis

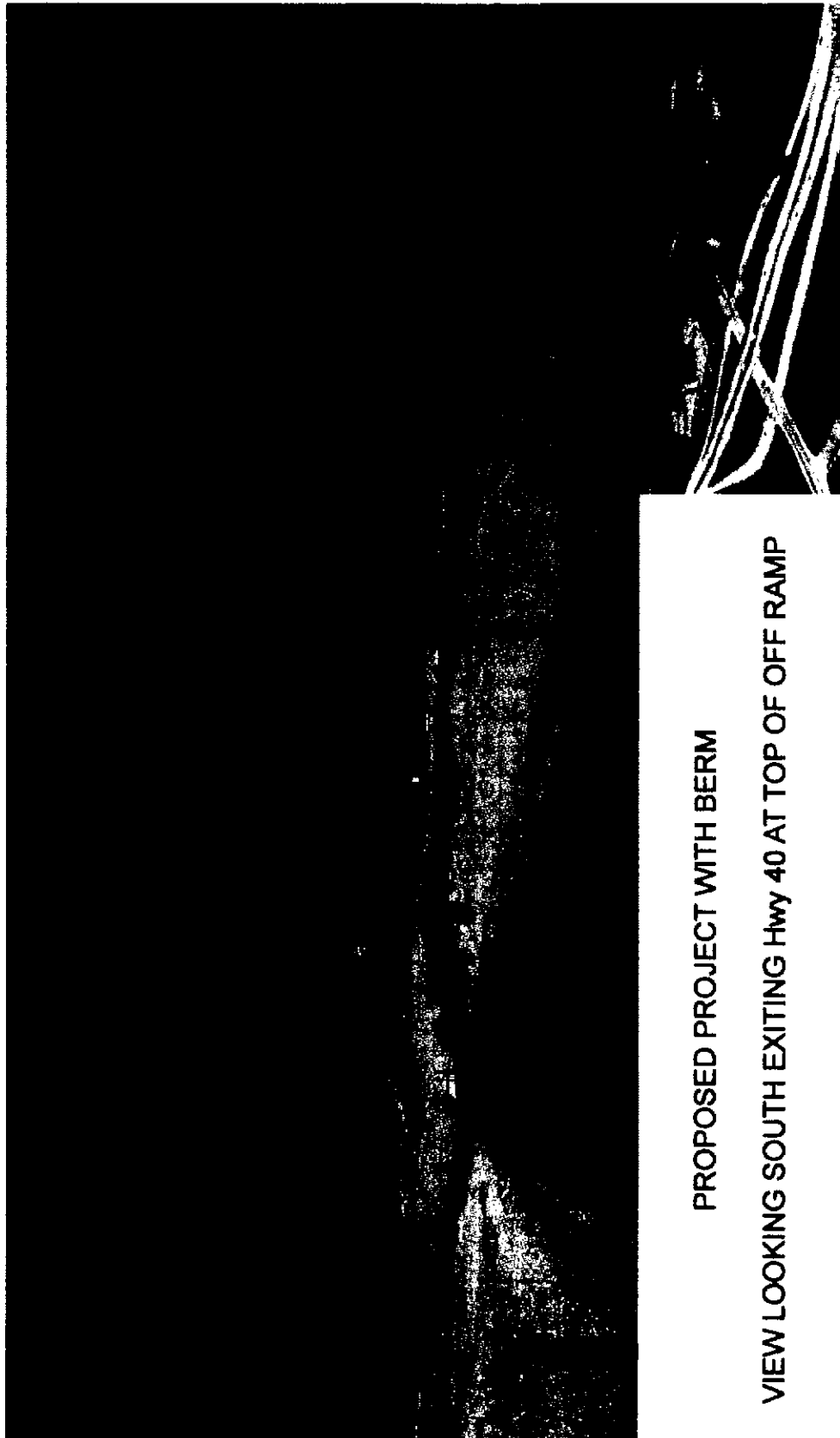


Massing Study Looking NE



EXISTING CONDITION

VIEW LOOKING SOUTH EXITING Hwy 40 AT TOP OF OFF RAMP



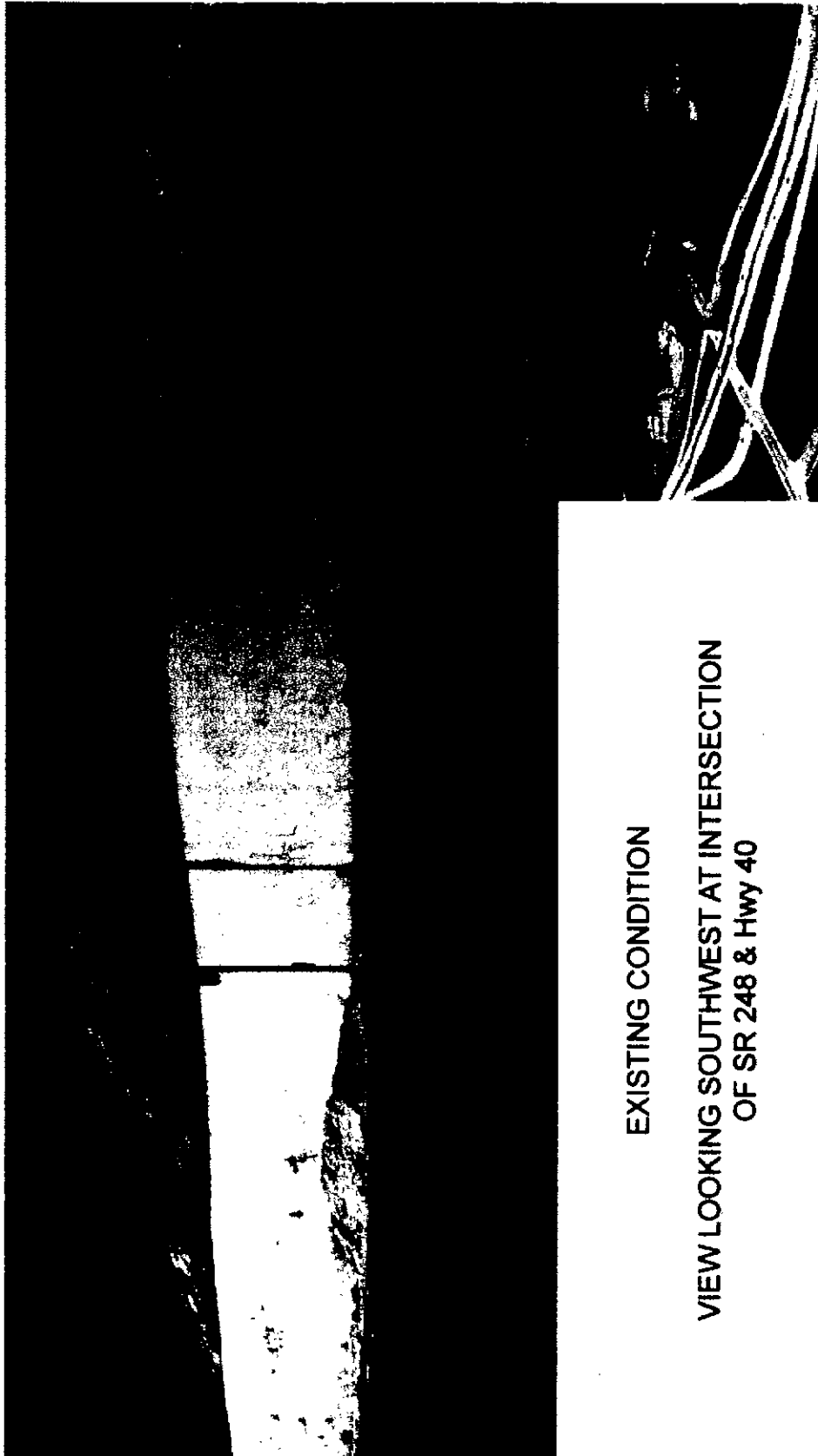
PROPOSED PROJECT WITH BERM

VIEW LOOKING SOUTH EXITING Hwy 40 AT TOP OF OFF RAMP



Raleigh Studios
Park City, UT

Conceptual Site Plan
18 March 28, 2012



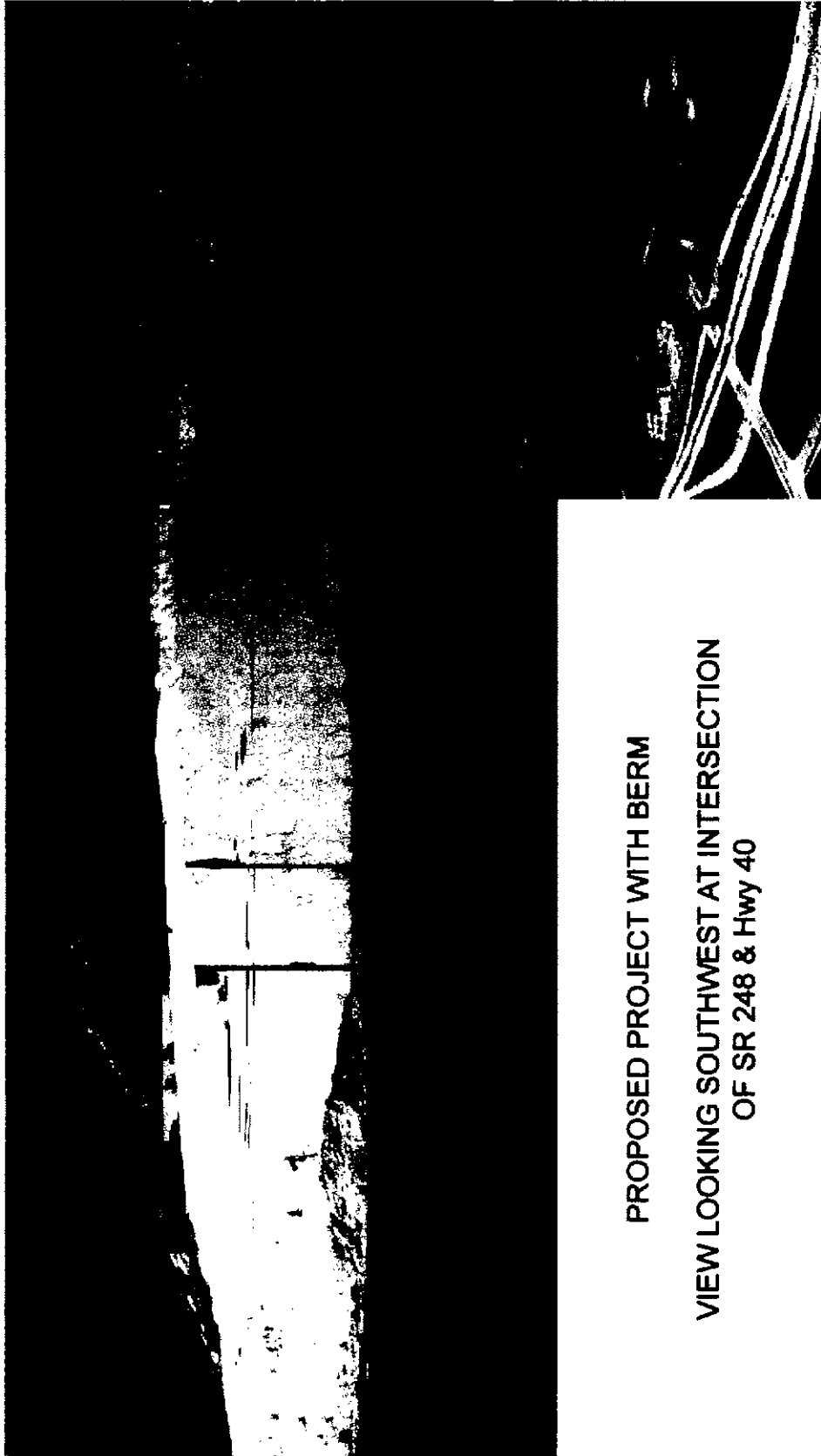
EXISTING CONDITION

VIEW LOOKING SOUTHWEST AT INTERSECTION
OF SR 248 & Hwy 40

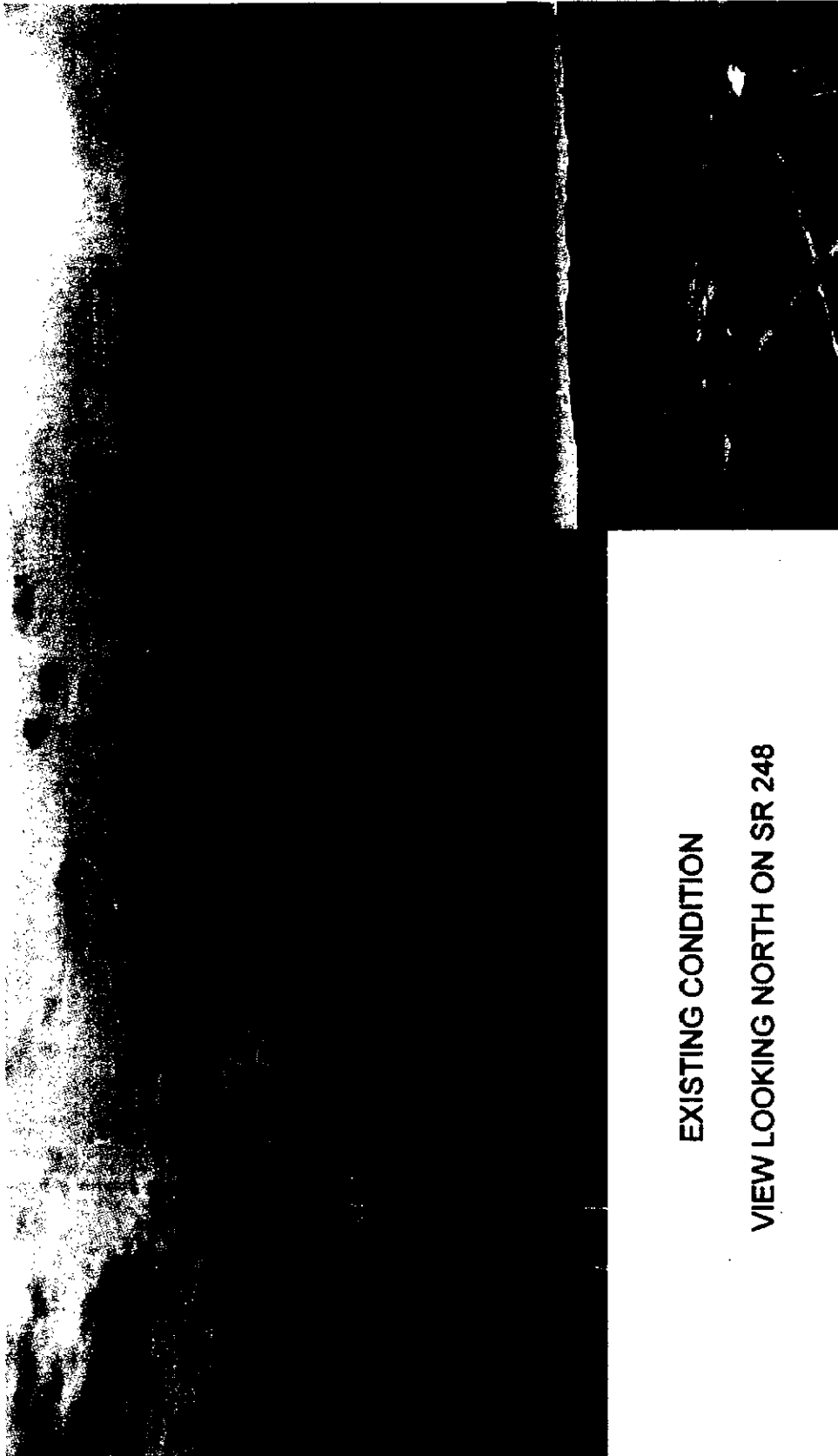


Raleigh Studios
Park City, UT

Conceptual Site Plan
19 March 28, 2012



PROPOSED PROJECT WITH BERM
VIEW LOOKING SOUTHWEST AT INTERSECTION
OF SR 248 & Hwy 40



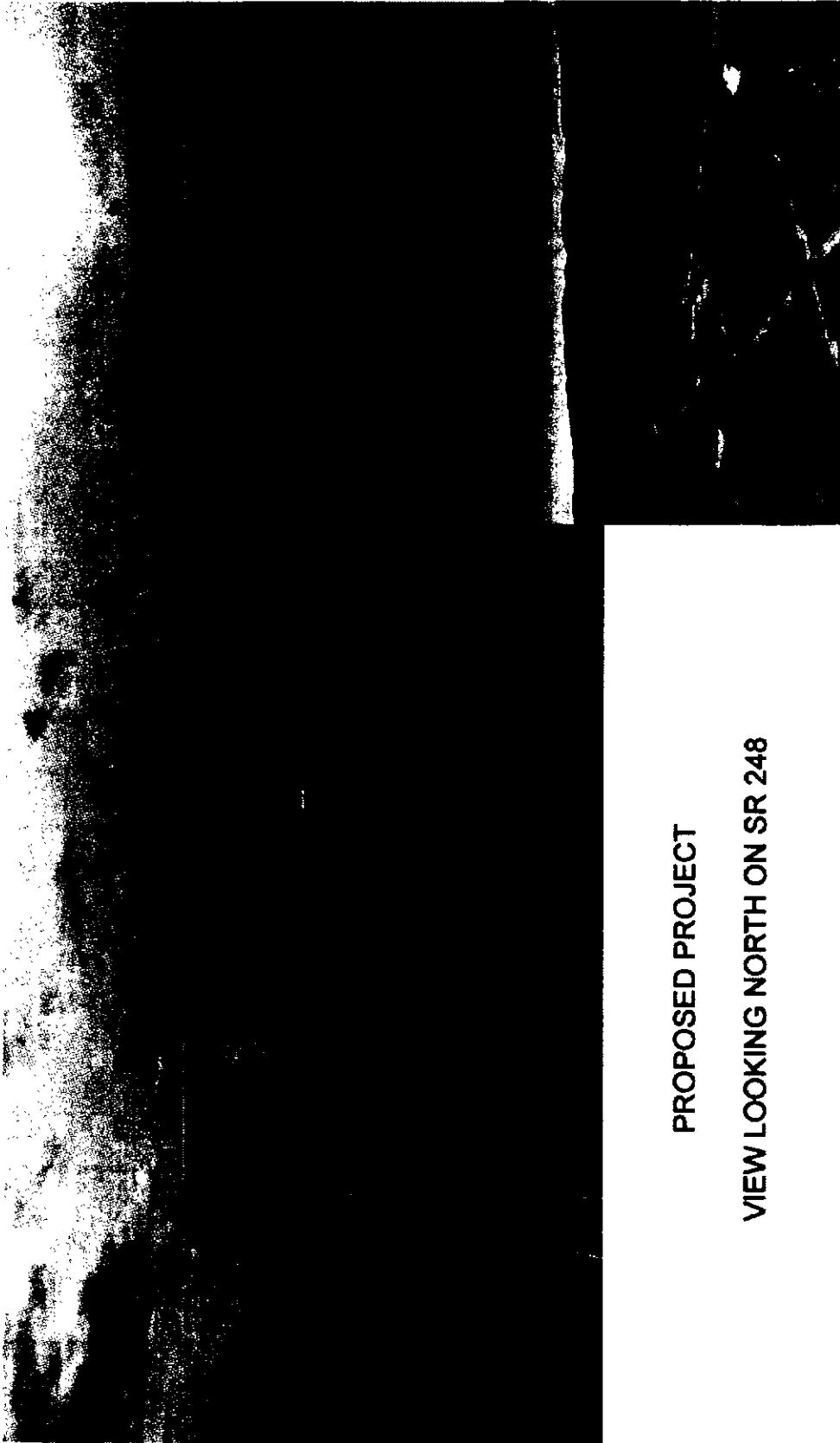
EXISTING CONDITION

VIEW LOOKING NORTH ON SR 248

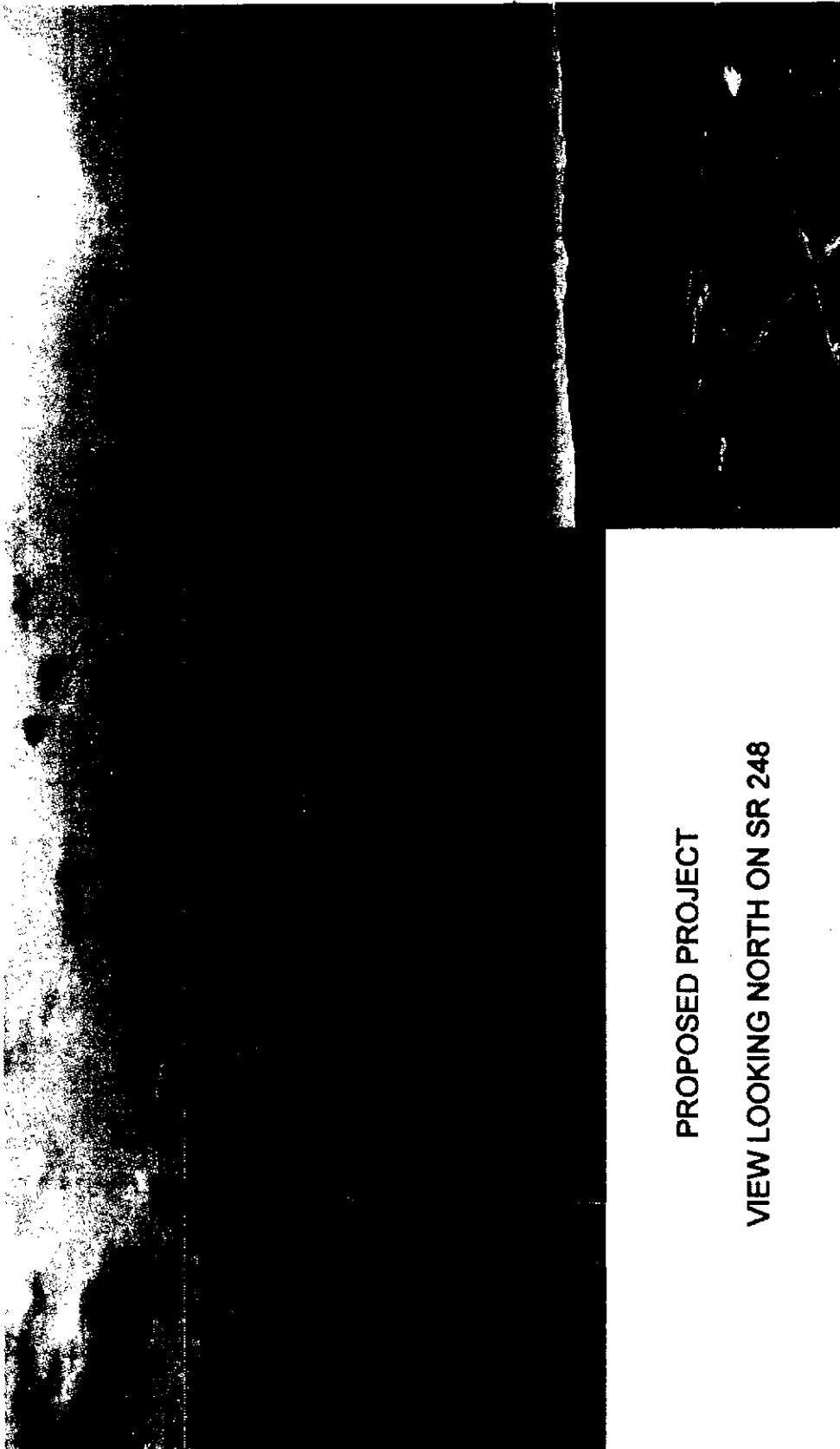


Raleigh Studios
Park City, UT

Conceptual Site Plan
121 March 28, 2012

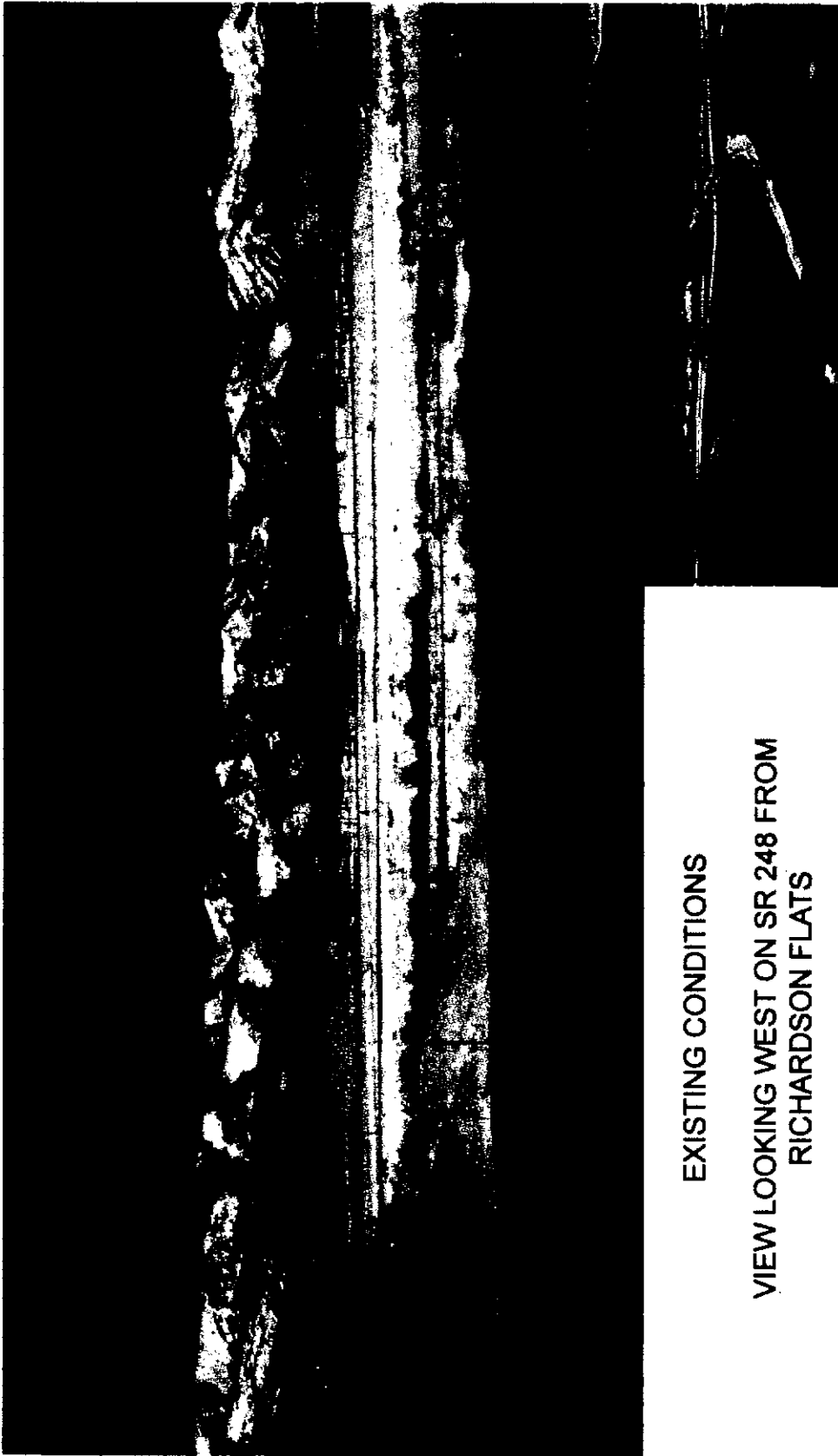


PROPOSED PROJECT
VIEW LOOKING NORTH ON SR 248



PROPOSED PROJECT

VIEW LOOKING NORTH ON SR 248



EXISTING CONDITIONS

VIEW LOOKING WEST ON SR 248 FROM
RICHARDSON FLATS



PROPOSED PROJECT

VIEW LOOKING WEST ON SR 248 FROM
RICHARDSON FLATS



Raleigh Studios
Park City, UT

Conceptual Site Plan
125 March 28, 2012

Raleigh Studios – Visual Analysis

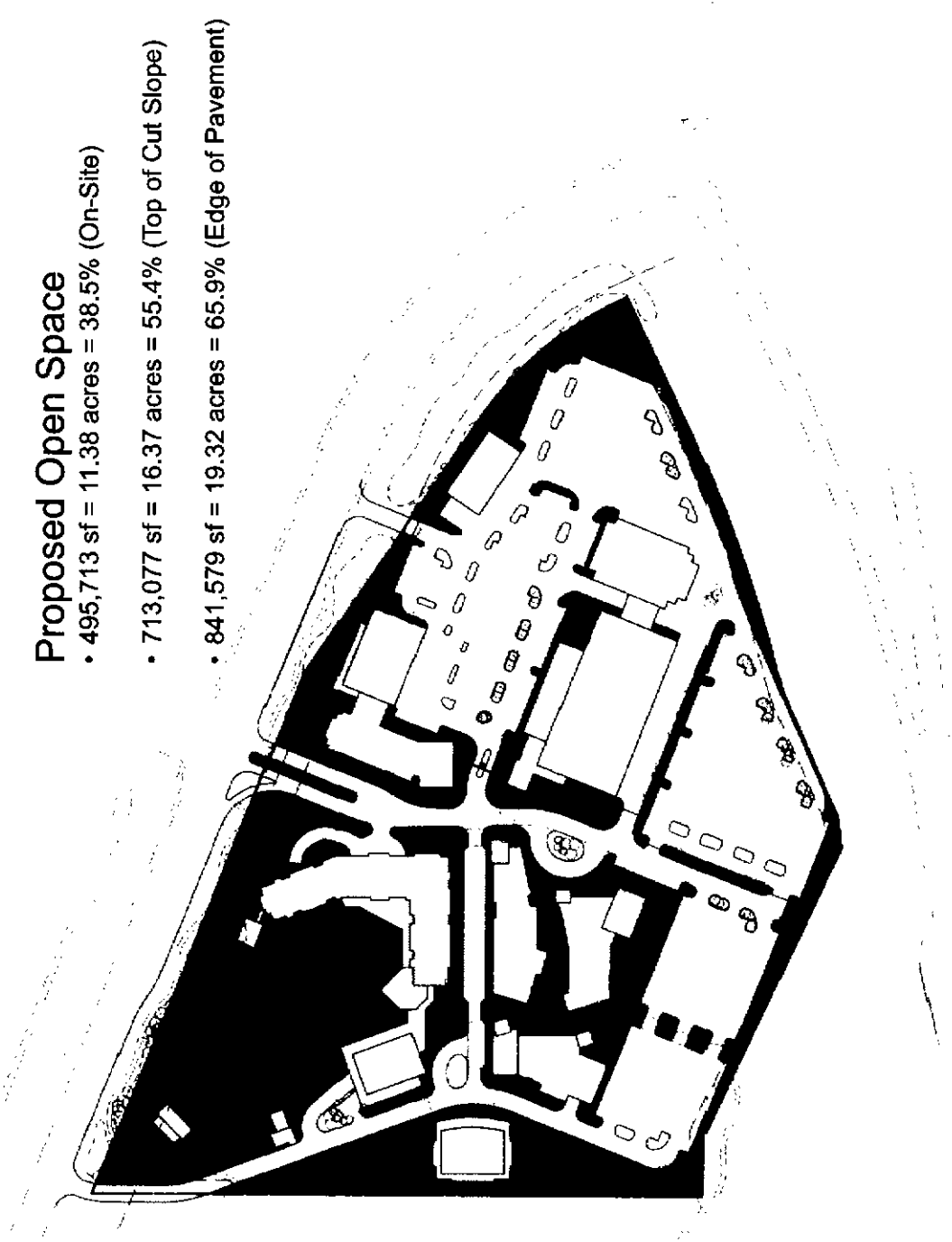


View Looking SW on SR 248

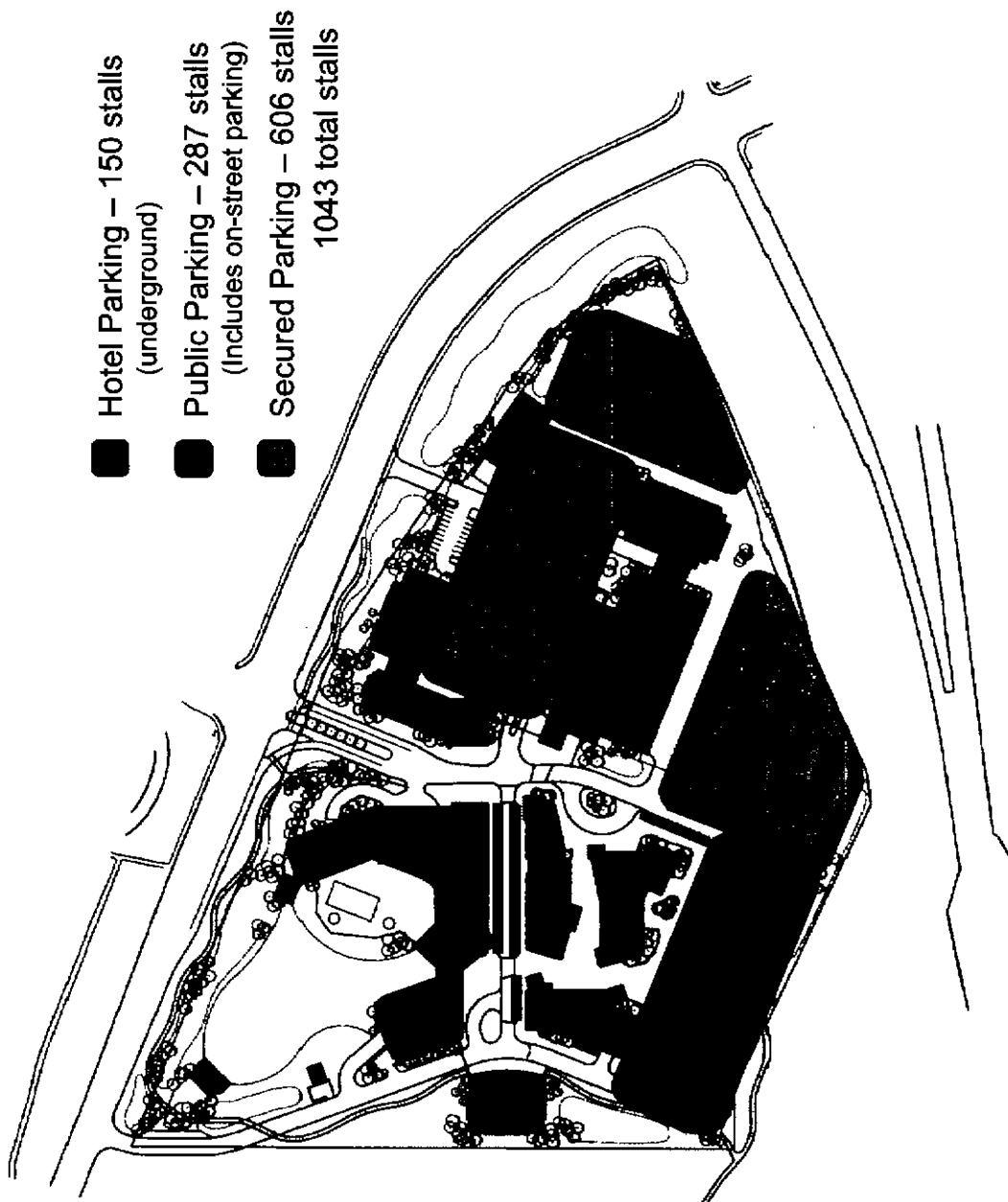
Raleigh Studios – Open Space

Proposed Open Space

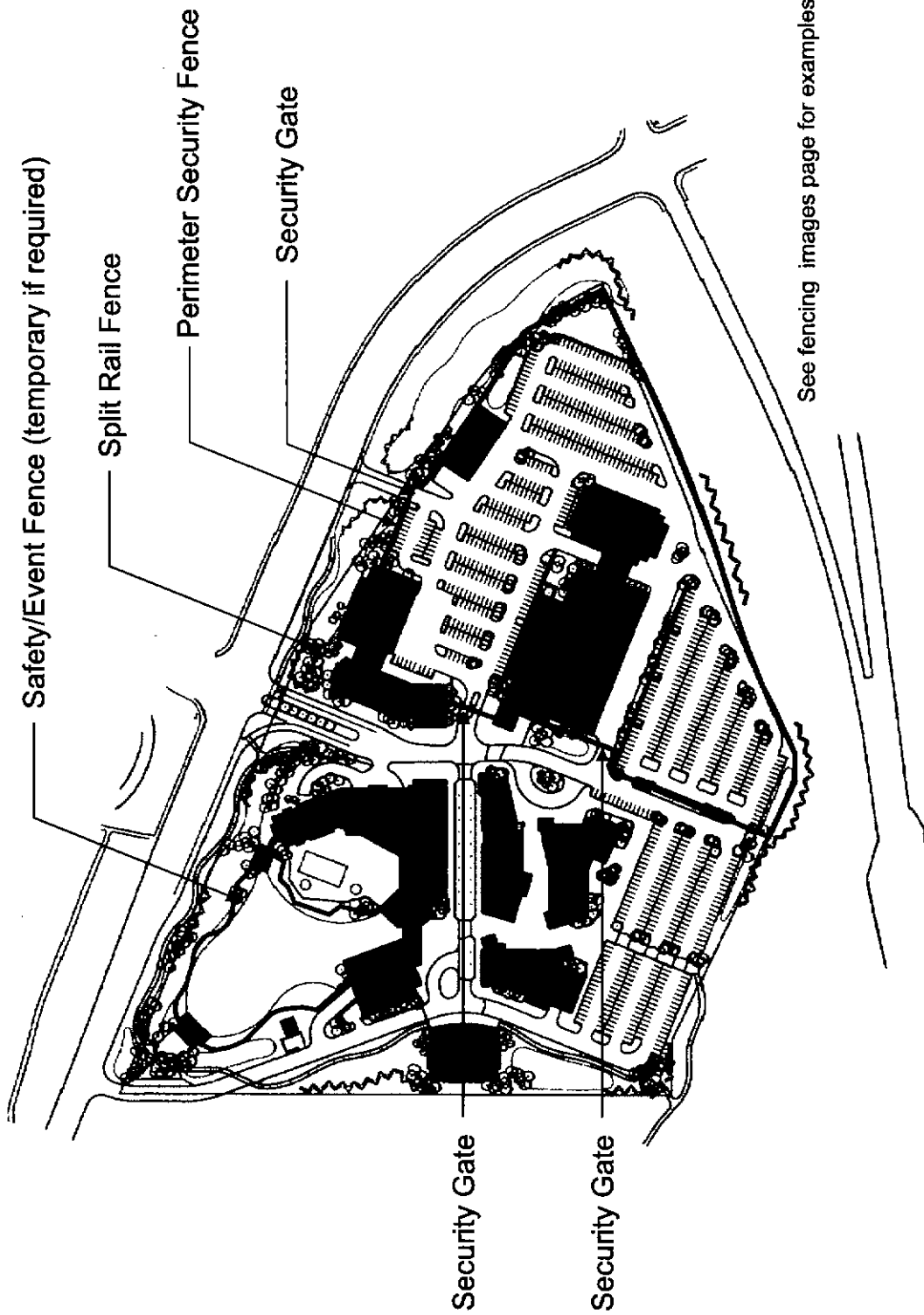
- 495,713 sf = 11.38 acres = 38.5% (On-Site)
- 713,077 sf = 16.37 acres = 55.4% (Top of Cut Slope)
- 841,579 sf = 19.32 acres = 65.9% (Edge of Pavement)



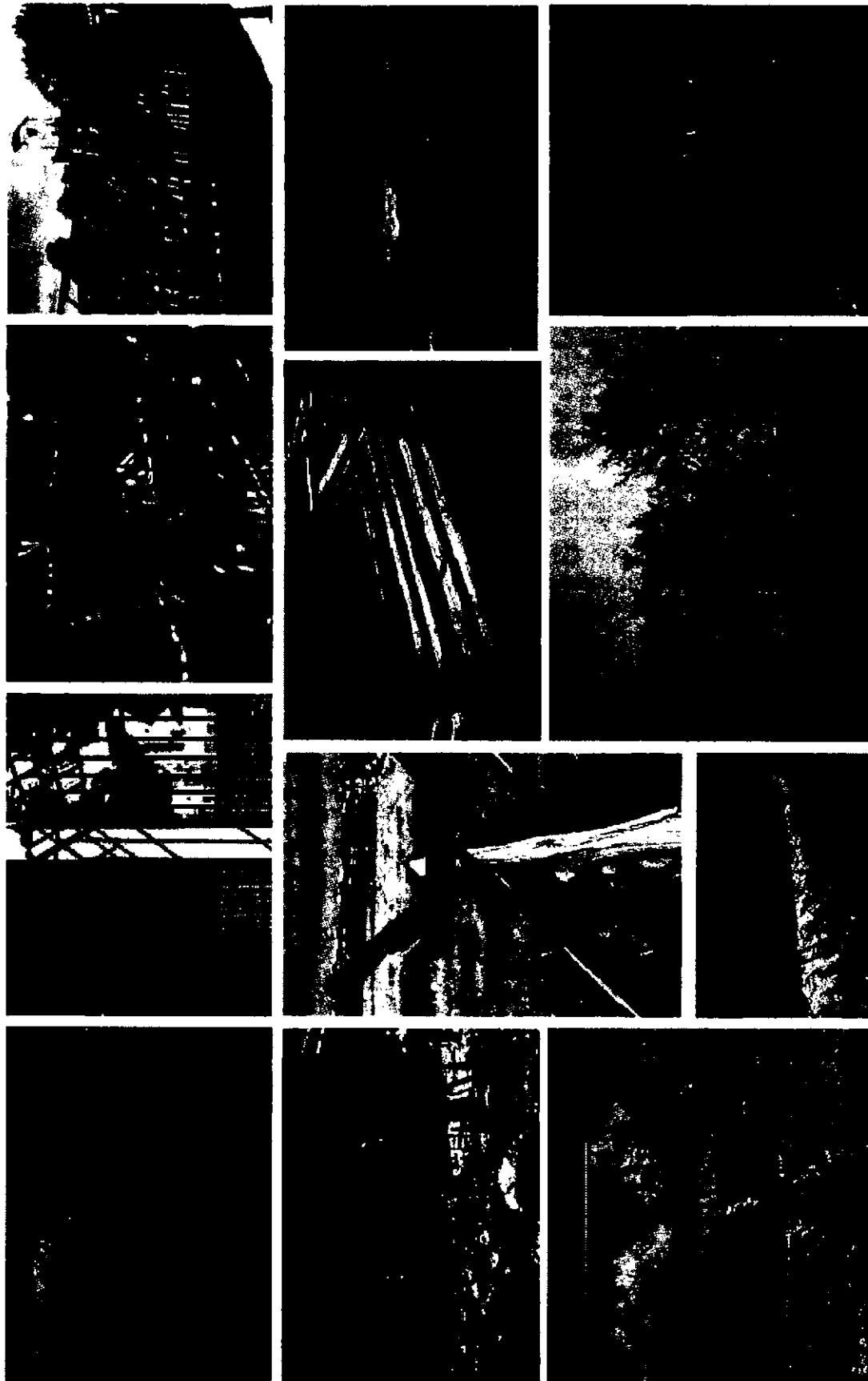
Raleigh Studios – Parking Plan w/Counts



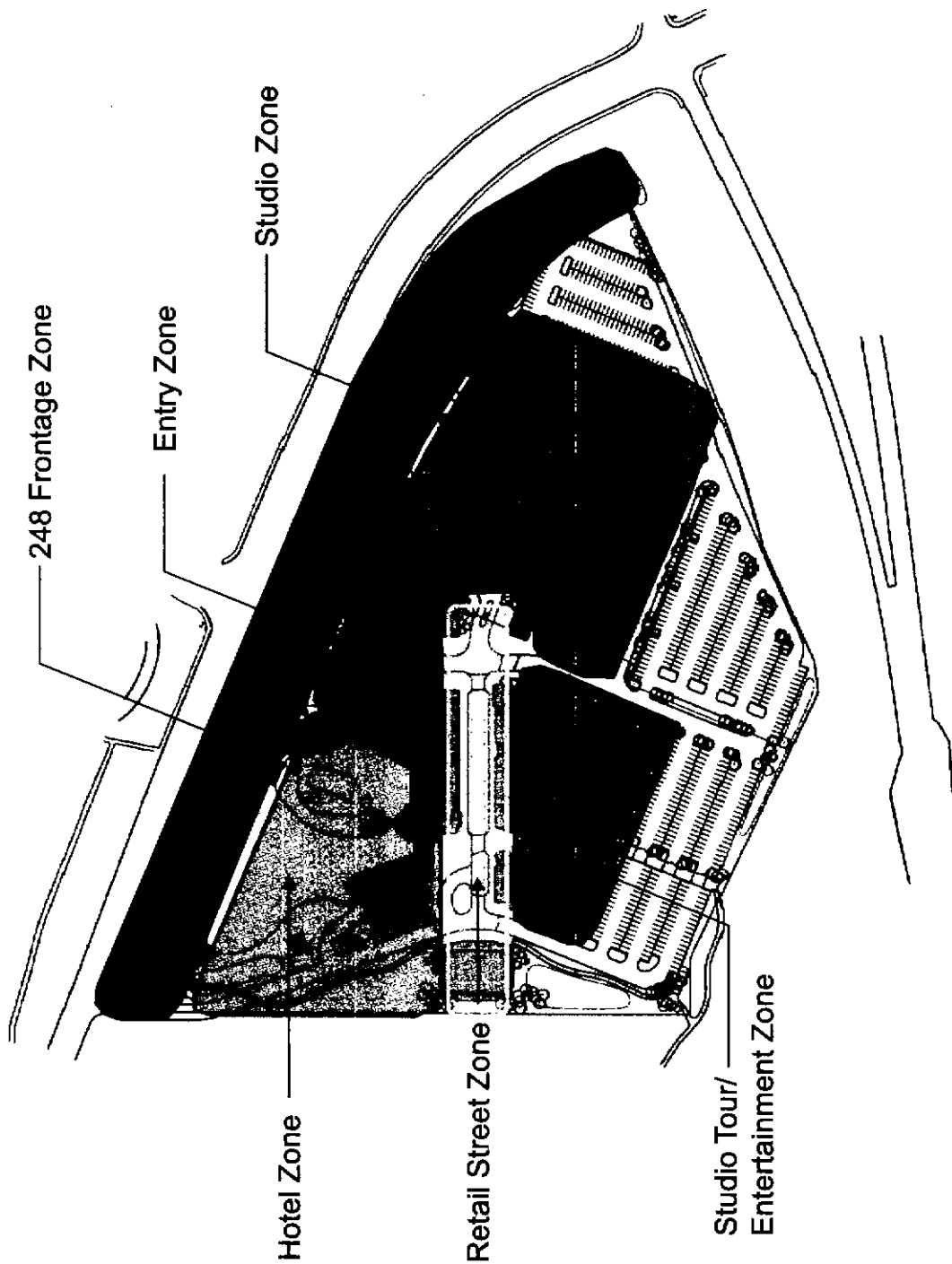
Raleigh Studios – Fencing Plan



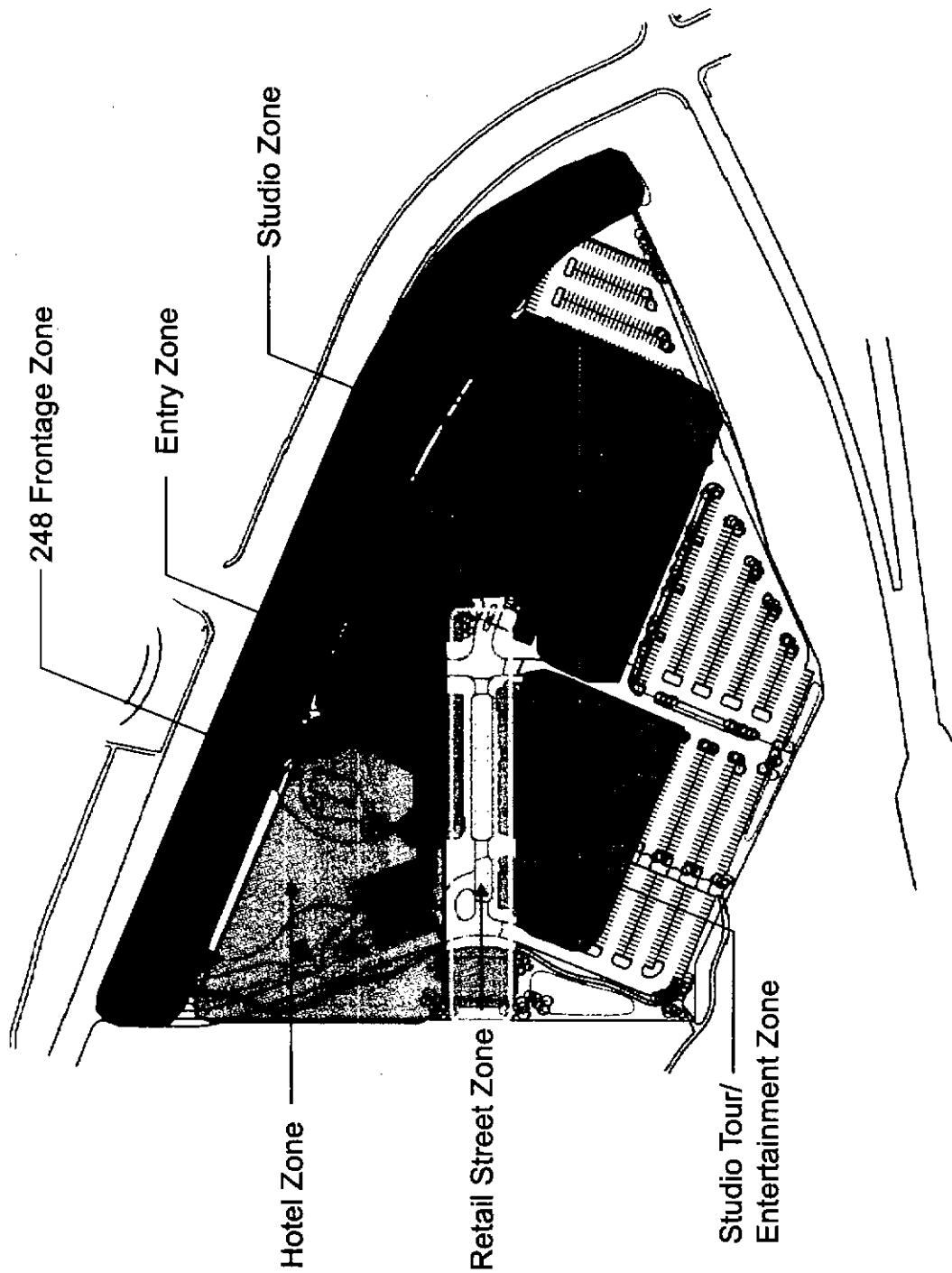
Raleigh Studios – Fencing Images



Raleigh Studios – Architectural Zones



Raleigh Studios – Architectural Zones



Raleigh Studios – Precedent Image Boards



ENTRY / ARCHWAY CONCEPTS
PRECEDENT IMAGES

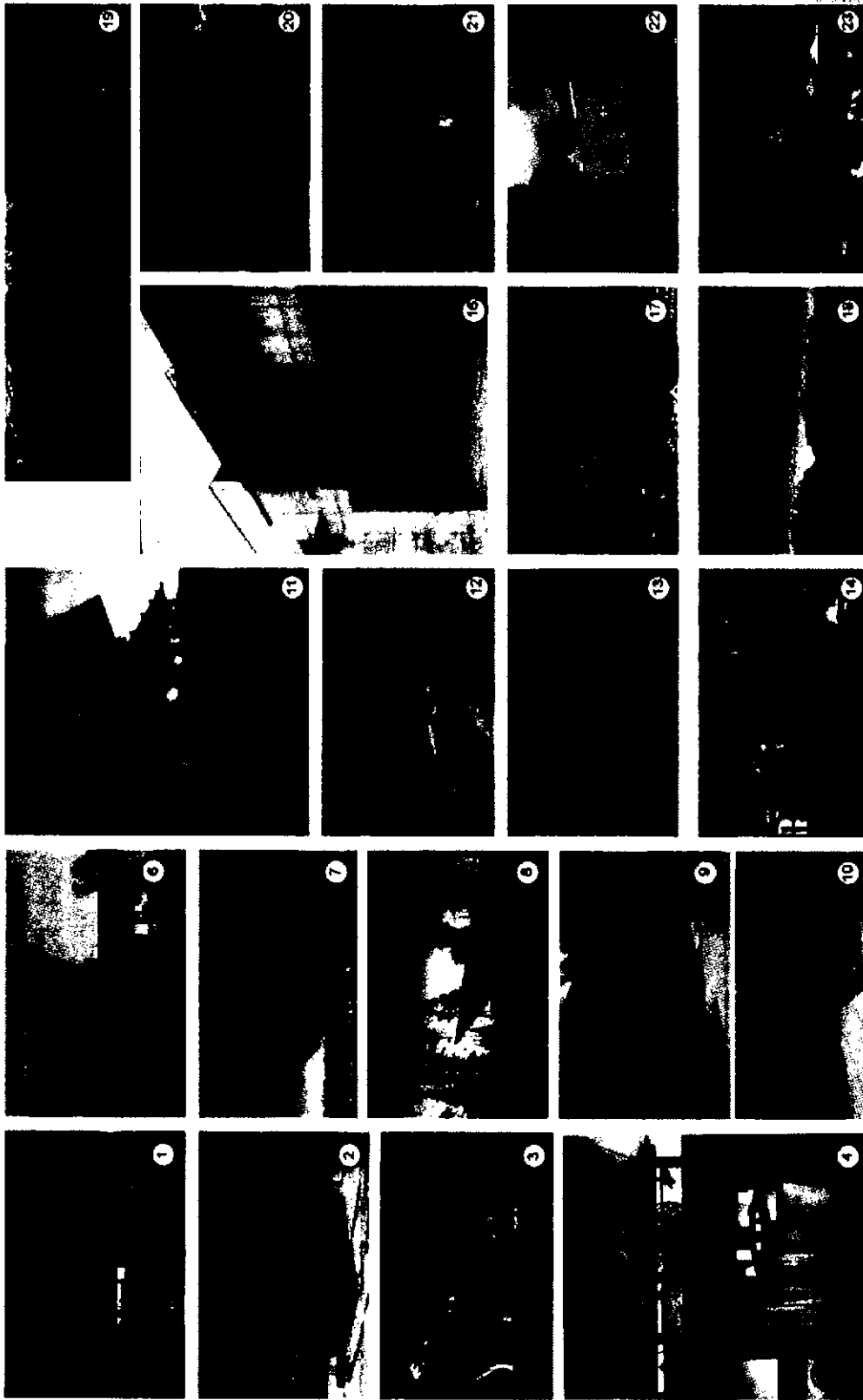
RALEIGH STUDIOS
March, 2012

Conceptual Site Plan
133 March 28, 2012

Raleigh Studios
Park City, UT



Raleigh Studios – Precedent Image Boards



ARCHITECTURAL CONCEPTS / MATERIALS
PRECEDENT IMAGES

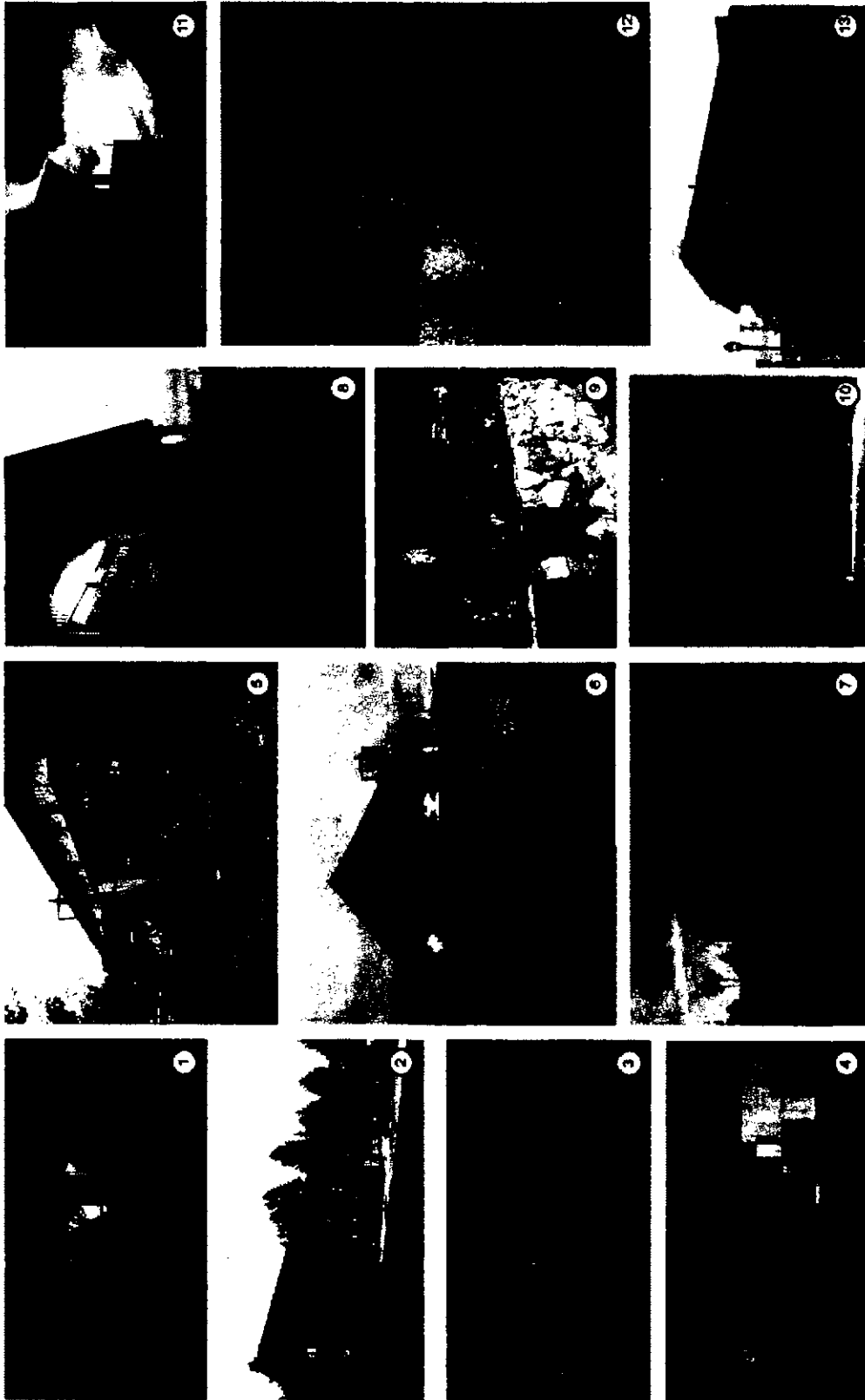
RALEIGH STUDIOS
March 2012

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Raleigh Studios
Park City, UT

Conceptual Site Plan
14 March 28, 2012

Raleigh Studios – Precedent Image Boards



ARCHITECTURAL CONCEPTS / MATERIALS
PRECEDENT IMAGES



Raleigh Studios
Park City, UT

Conceptual Site Plan
135 March 28, 2012

RALIEGH STUDIOS
March, 2012

Raleigh Studios – Precedent Image Boards



RALEIGH STUDIOS
March, 2012

ARCHITECTURAL CONCEPTS / MATERIALS
PRECEDENT IMAGES

Conceptual Site Plan
128 March 28, 2012

Raleigh Studios
Park City, UT



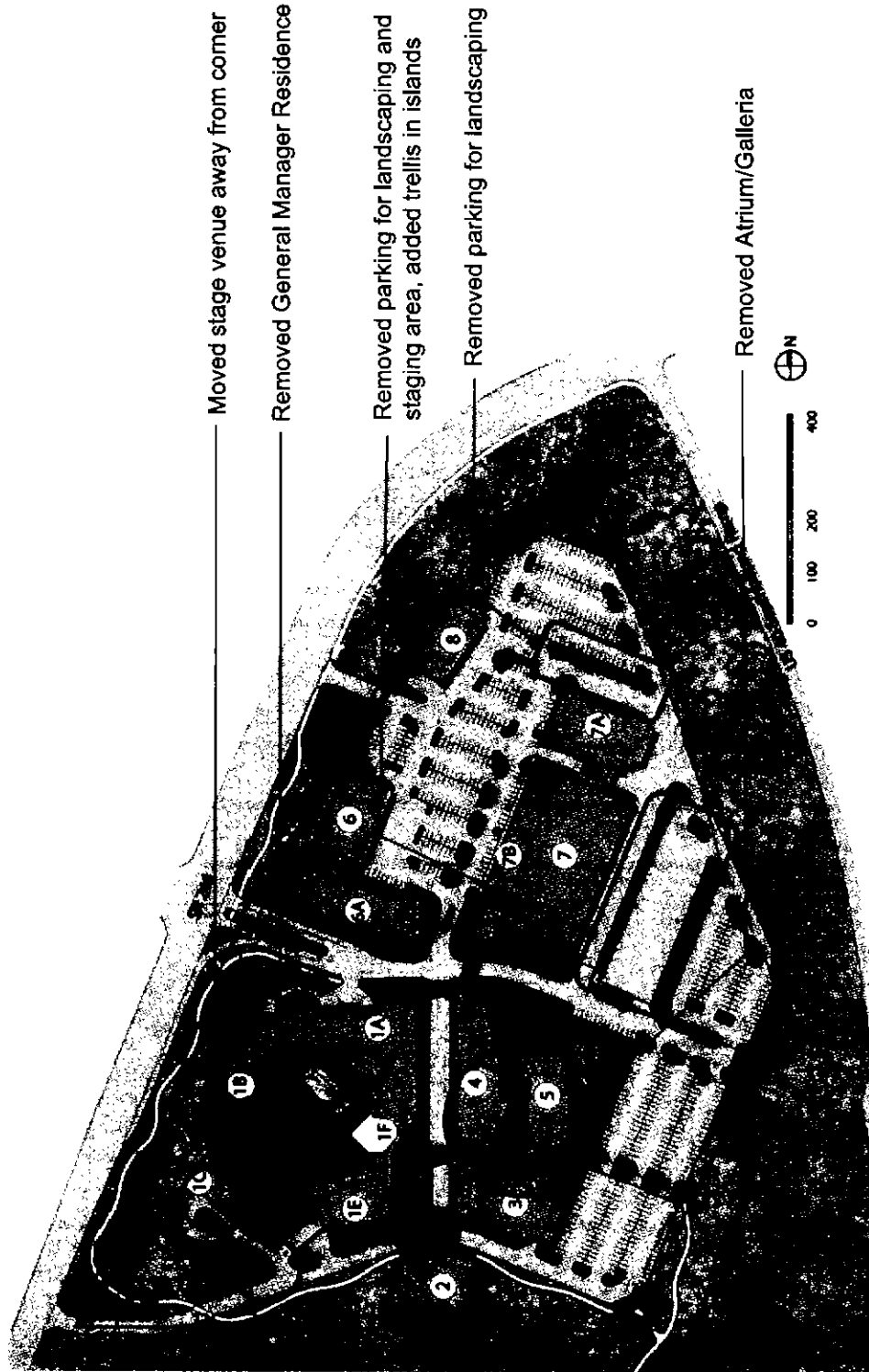
Previous Submittal Information – April 11, 2012



Raleigh Studios
Park City, UT

Conceptual Site Plan
137 April 11, 2012

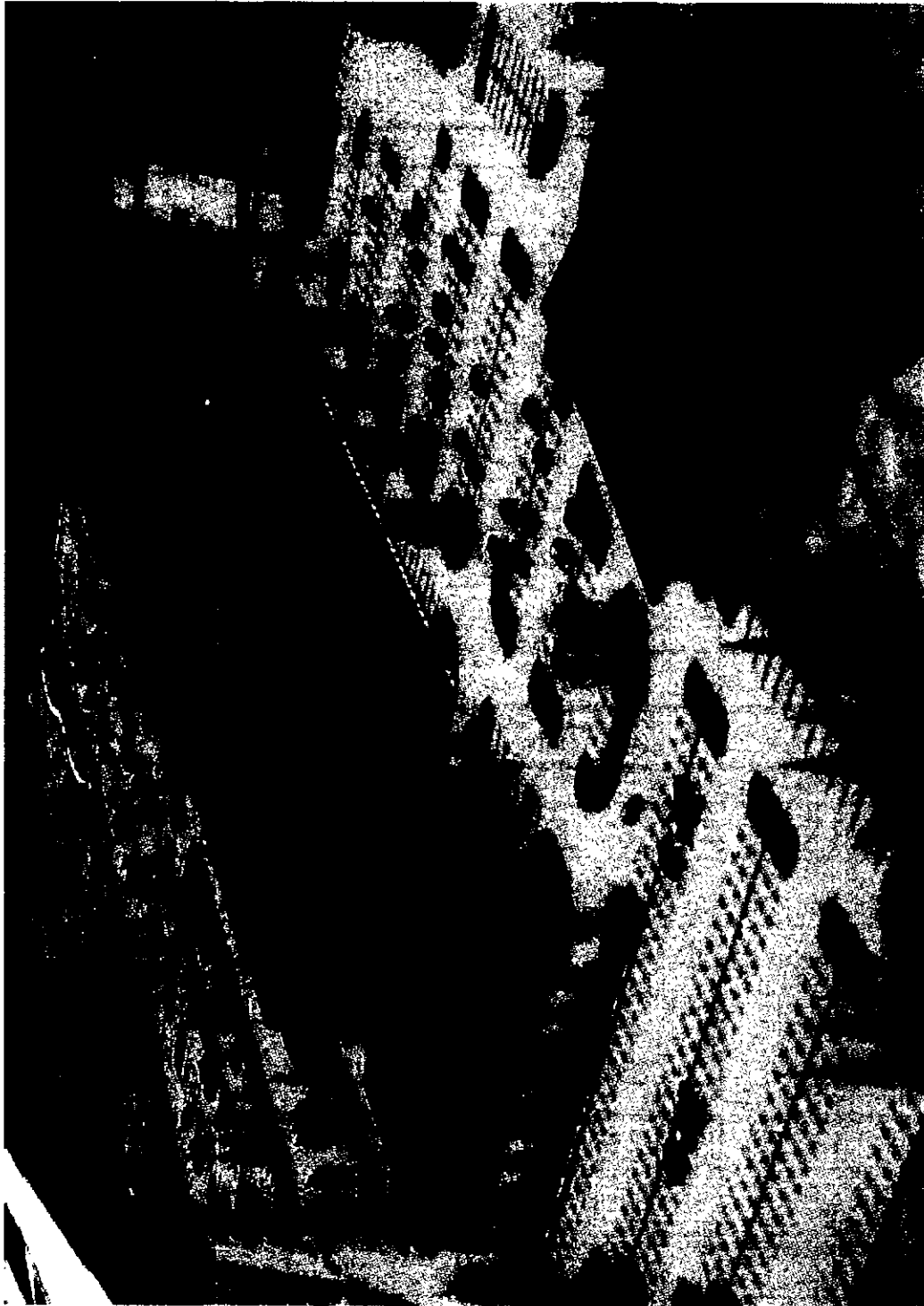
Raleigh Studios – Conceptual Site Plan Revisions



Raleigh Studios – Visual Analysis

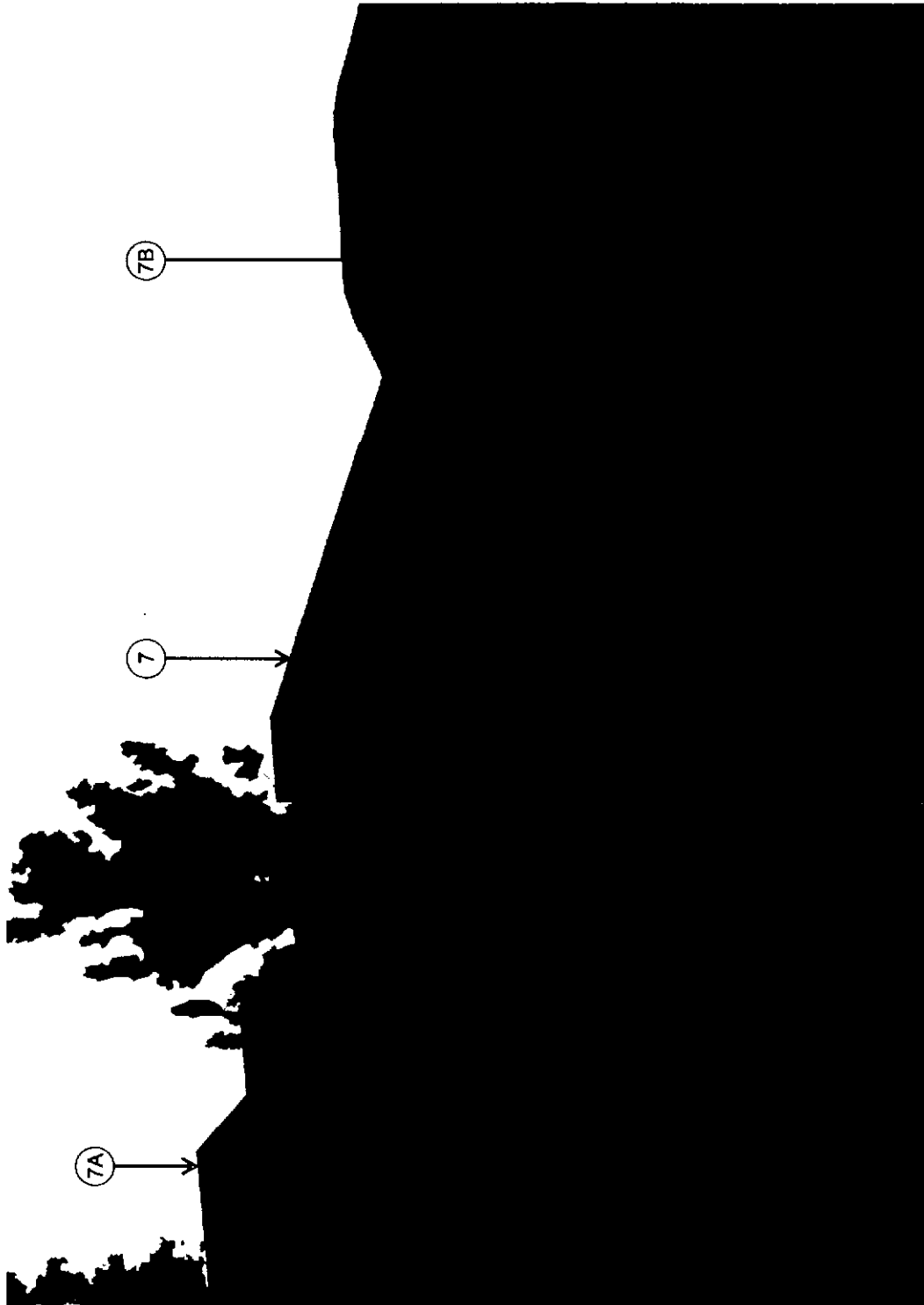


View from US40 Northbound



Massing Study Looking SE

Raleigh Studios – Visual Analysis



Buildings 7, 7A and 7B Massing Study Looking S

Raleigh Studios – Fencing Images

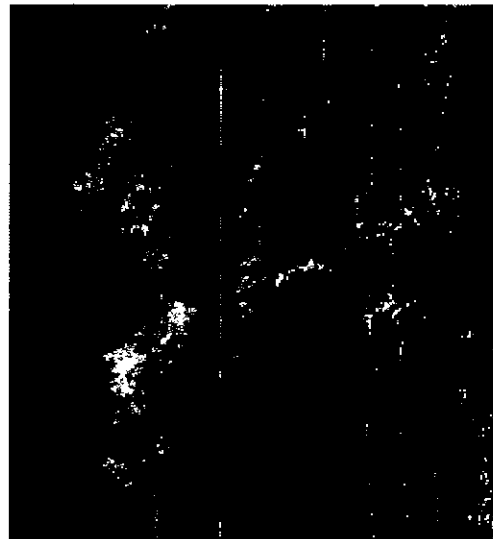
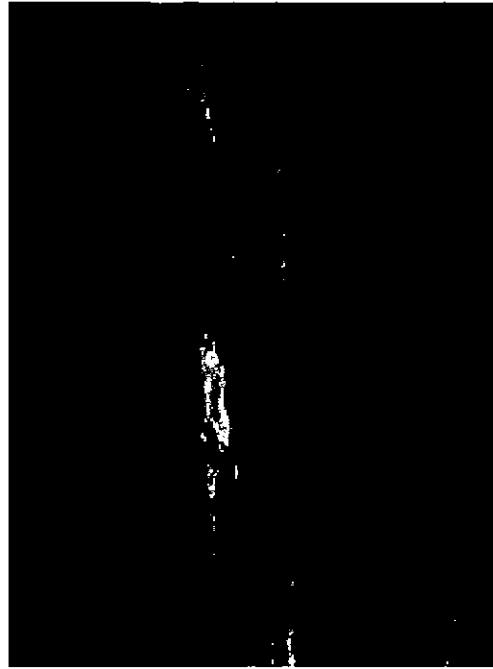
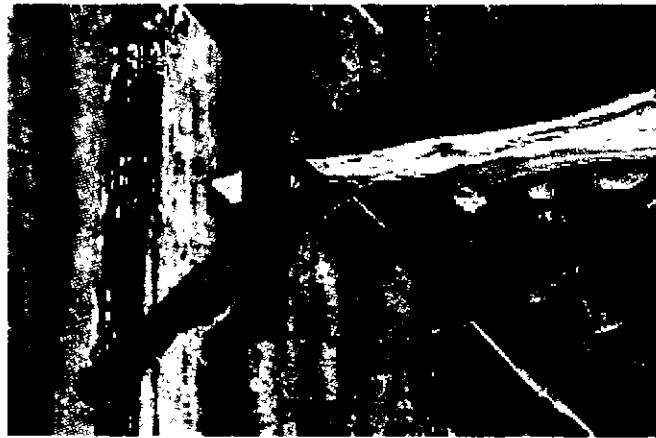


EXHIBIT G

Exhibit G
Phase 1 Plan

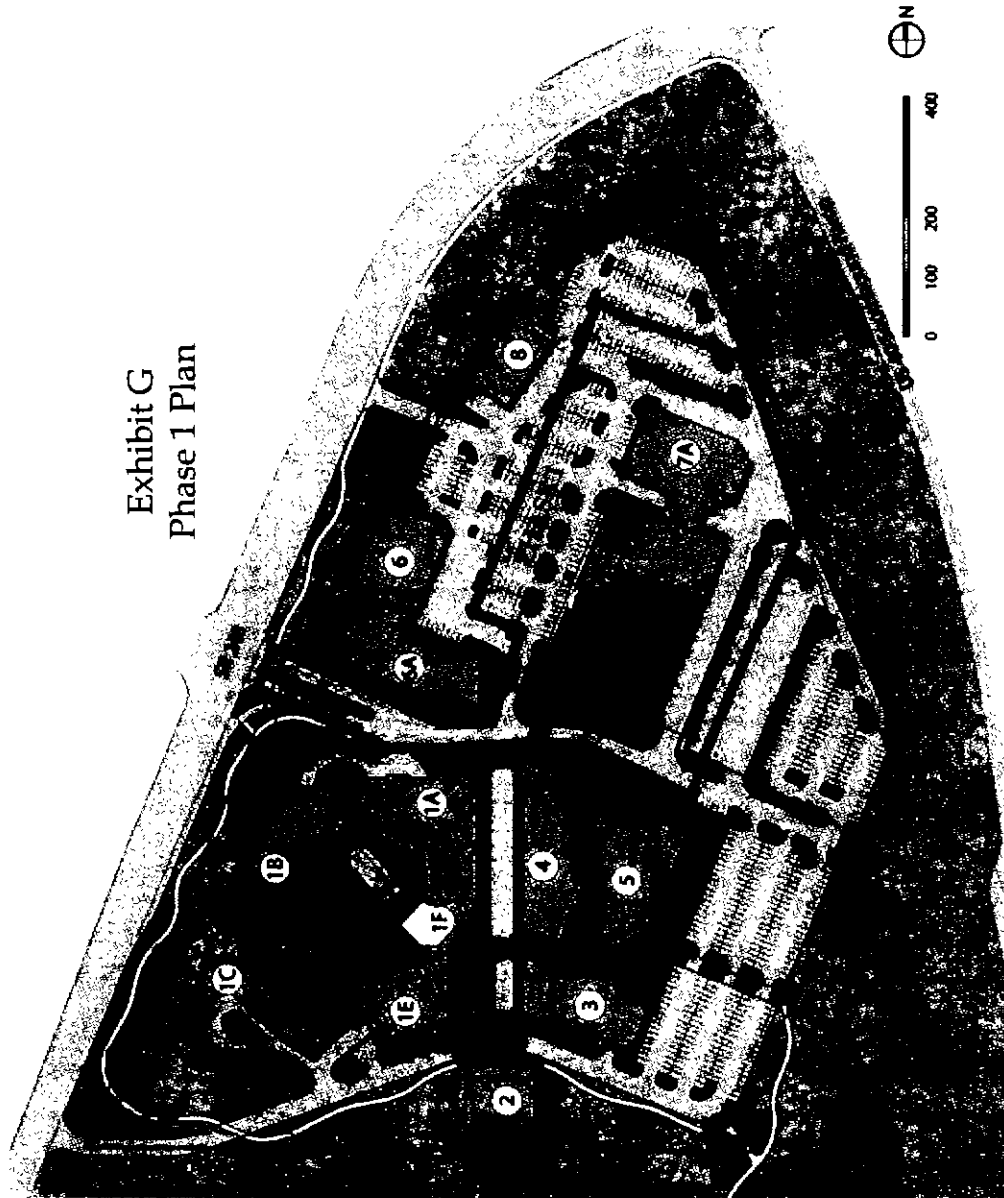


EXHIBIT H

LIST OF KNOWN PHYSICAL MINE HAZARDS:

NONE KNOWN

**DEVELOPMENT AGREEMENT FOR THE
QUINN CAPITAL PARTNERS' STUDIO CROSSINGS
ANNEXATION AND MASTER PLANNED DEVELOPMENT
PARK CITY, SUMMIT COUNTY, UTAH**

This Development Agreement is entered into as of this 12th day of JANUARY, 2024, by and between QUINN CAPITAL PARTNERS, LLC ("Developer"), as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as Studio Crossings (formerly known as the Quinn's Junction Partnership Annexation Planned Development), and PARK CITY MUNICIPAL CORPORATION, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

RECITALS

A. Developer is the owner of two legal lots of record totaling approximately 29 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit C and incorporated herein by reference (the "Property").

B. The Property is located in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), and Sensitive Land Overlay (SLO).

C. As a compromise of claims and in settlement of litigation with a prior owner of the Property, Park City recognized that the property in question has a vested development right to commercial uses and entered into that certain "Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development" on May 24, 2012 (the "2012 Development Agreement") (attached hereto as Exhibit B). The 2012 Development Agreement is recorded at Summit County Entry No. 00949721.

D. Park City also previously entered into an annexation agreement wherein Park City recognized the property has vested development rights to the commercial uses, densities, and configuration as part of a motion picture studio and media campus as stated in the "Annexation Agreement entered into by Quinns Junction Partnership and Park City" on January 18, 2012 (the "2012 Annexation Agreement") (attached hereto as part of Exhibit B).

E. Under the 2012 Development Agreement and 2012 Annexation Agreement, Developer is entitled to build a 374,000 square foot mixed-use development on the Property consisting of a Motion Picture Studio and Media Campus; and ancillary and support commercial and lodging, including a one hundred (100) key hotel (the "Film Studio").

F. Beginning in 2014, Developer constructed the first phase of the Film Studio, including an approximately 91,000 square foot film studio building, with three stages, studio workshops, and support offices.

G. On February 2, 2022, via Ordinance 2022-06, Developer obtained Park City's approval to subdivide the Property into two lots: Lot 1A consisting of 8.622 acres containing the existing developed Film Studio (generally north of Round Valley Drive) and Lot 1B consisting of 20.464 acres containing the remainder of the site (generally south of Round Valley Drive).

H. Developer subsequently applied to modify the 2012 Development Agreement and 2012 Annexation Agreement as it applies to Lot 1B. Under the Developer's application, Lot 1A remains subject to the 2012 Development Agreement and 2012 Annexation Agreement existing terms.

I. Developer seeks to modify the 2012 Development Agreement as it pertains to Lot 1B to allow for the construction of a mixed-use development with a substantial affordable housing component.

J. Under the 2012 Development Agreement and 2012 Annexation Agreement no affordable housing is required; however, as part of the subdivision approval of Lot 1B, the City Council included a plat note requiring that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City's current Affordable Housing Resolution shall apply.

K. Park City requires development agreements under its Park City Land Management Code ("LMC") for all Master Planned Developments.

L. Following a lawfully advertised public hearing, Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, elected to approve this Development Agreement, amending the 2012 Annexation and 2012 Development Agreements for the Studio Crossing portion of the site only.

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

1. Definitions:

1.1. "Approved Uses" means the approved uses which are shown on the Site Plan and detailed in this Development Agreement.

1.2. "Additional Property" means any adjoining property that may be subject to Annexation into this Development Agreement as more fully described below.

1.3. "Building Permit" means a permit issued pursuant to the requirements of the Code, International Building Code, and related building codes as applicable in the Park City Planning District, including permits for grading, footings, foundations, and construction of other improvements.

1.4. "Code" means the Park City Land Management Code.

1.5. **“City”** means Park City Municipal Corporation, a political subdivision of the State of Utah, through its Park City City Council.

1.6. **“Developer”** means Quinn Capital Partners, LLC, a Utah limited liability company, and its assignees or transferees.

1.7. **“Development Agreement”** means this Development Agreement.

1.8. **“Effective Date”** is the date first set forth in the first paragraph of this Development Agreement.

1.9. **“Final Site Plan”** means the Final Site Plan which is included as Exhibit C to this Development Agreement including the legal description of the Property, the establishment of the Approved Uses, development layout, architectural, landscaping, lighting, and other development details of the Project.

1.10. **“Planning Commission”** means the Park City Planning Commission.

1.11. **“Permitted Uses”** means the uses allowed as set forth in the Planning Commission Final Action Letter.

1.12. **“Project”** means the vested entitlements and rights to build consistent with this Development Agreement on Lot 1B, which is known generally as the **“Studio Crossings”**.

1.13. **“Property”** means the two legal lots of record totaling approximately 29 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit C.

1.14. **“Public Facilities”** means those arterial and access roads and the other public infrastructure or public service facilities serving the Property.

1.15. **“Recordation Date”** means the date on which this Development Agreement is recorded in the Office of the County Recorder, Summit County, Utah, as stamped and shown on the recorded Development Agreement.

2. **Project Conditions:**

2.1. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval of the Planning Commission’s Final Action Letter dated November 9, 2022, and Ordinance 2022-47, dated December 15, 2022, attached hereto as Exhibit E, and (ii) Studio Crossing Master Planned Development, prepared by Modern Out West, and reviewed by the Planning Commission on November 9, 2022 and the City Council on December 15, 2022, attached hereto as Exhibit F, together with related documents attached thereto, are hereby incorporated herein by reference (the “Approval Documents”) and shall govern the development of Project, subject to the provisions of the Development Agreement and

Annexation Agreement including the vested rights of 282,575 gross square feet of development for Lot 1B specifically set forth in this Development Agreement. The Project is located in the CT Zoning District, with an RCO. Development Applications for an Administrative Conditional Use Permit and a Park City Building Department building permit are required prior to the commencement of any construction in connection with the Project and shall be processed and granted as set forth in this Development Agreement.

- 2.2. Developer agrees to pay the then-current impact fees lawfully imposed and uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future, unless otherwise made unlawful.
- 2.3. The Film Studio shall serve as the Commercial anchor for the site in compliance with LMC § 15-2.17-4.
- 2.4. Developer shall build the affordable housing as approved in the Affordable Housing Mitigation Plan dated 12/15/22 and attached as Exhibit I. Developer agrees to construct sixty-five (65) deed restricted affordable units (equaling 42.4 Affordable Unit Equivalents) in the first phase of the project. Additionally, Developer will construct a minimum of one hundred twenty (120) additional deed restricted affordable units to be delivered partially in phase 1, and partially in phase 4 or earlier. Developer agrees that a certificate of occupancy will not be granted on the phase 4 condominium building until the deed restricted affordable housing is completed.
- 2.5. The 60,000 square feet of Commercial Uses in the Project shall be limited to smaller-scale community-oriented Uses set forth in the Application and Final Plan Set dated October 26, 2022, and the applicant shall not be required to return to the Planning Commission for a Conditional Use Permit (CUP) unless noted herein. Any Conditional Use that requires a CUP in the RCO Zoning District and has a parking requirement of 5 stalls per 1,000 square feet or greater, shall require a CUP except for Restaurants, Bars or ChildCare Centers. A detailed parking analysis shall be submitted at the time of CUP application. Telecom Antennas, Office Intensive, Retail/Service Intensive, and Medical Office/Clinic shall require a CUP. The Commercial Uses shall not include Hotels of any kind, any business with a Drive-Up window, or a Gasoline Service Station. Nightly Rentals are allowed (subject to business licensing requirements) in the market-rate residential units only. See LMC § 15-2.17-2.
- 2.6. The market-rate residential units shall consist of no more than fifty (50) market-rate townhomes in five clusters of ten (10) units totaling 82,000 square feet and one market-rate building of 60,000 square feet. Developer shall ensure that any negative impacts such as parking or noise caused by the nightly rental allowance are mitigated through the CC&Rs recorded against the market-rate units.
- 2.7. Developer shall locate a bus stop and bus shelter on site at a location to be reviewed and approved by the City Engineer, and Park City Transit, with input from High Valley Transit.

- 2.8. Developer and its successors agree that the following are required to be entered into and approved by Park City prior to the issuance of a Building Permit: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and (e) a landscape plan. Approvals by Park City shall not be unreasonably withheld.

3. *Development Applications.*

- 3.1. ***Timeliness.*** Development applications shall be approved by the City within a reasonable time if they comply with the Annexation Agreement and the City's vested rights laws and conform to this Development Agreement.

- 3.2. ***City's Denial of a Development Application.*** If the City denies any Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial, including the specific reasons why the City believes that the Development application is not consistent with this MPD or the City's vested rights laws.

- 3.3. ***Meet and Confer regarding Development Application Denials.*** The City and Applicant shall meet within fifteen (15) business days of a denial to resolve the issues specified in the denial of a Development Application.

- 3.4. ***City Denials of Development Applications Based on Denials from Non-City Agencies.*** If the City's denial of a Development Application is based on the denial of the Development Application by a non-city agency, Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

3.5. *Mediation of Development Application Denials.*

- 3.5.1. Issues Subject to Mediation. Issues resulting from the City's denial of a Development Application may be mediated pursuant to Section 1.4 of the Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development.

- 3.5.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding of the parties.

- 3.6. ***Compliance with local laws.*** Developer is responsible for compliance with all local, state,

and federal regulations regarding the soils and environmental conditions on the Property. Furthermore, Developer is responsible for receiving any required Army Corp of Engineer Permits related to the riparian zone of Silver Creek if it is required.

4. Master Plan Approval and Reserved Legislative Powers

- 4.1. MPD.** Subject to the provisions of this Development Agreement, Developer is hereby granted the right to develop and construct the Project in accordance with the general uses, densities, massing, intensities, and general configuration of development approved in the Annexation Agreement and this Development Agreement, in accordance with, and subject to, the terms and conditions of the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City. Both parties acknowledge the Site Plan attached as Exhibit C and the Approval Documents supersede and replace the Site Plan attached as Attachment A to the 2012 Annexation Agreement with respect to Lot 1A, the Film Studio Lot.
- 4.2. Additional Property.** If the Developer acquires any additional property contiguous to the Property and located within the bounds of Park City or the City Annexation Declaration area, then Developer may petition to annex or apply to add such future property within this Development Agreement. Park City will reasonably process and consider such petition or application in accordance with applicable state law and the Land Management Code in effect at that time.
- 4.3. Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the power of the City to enact legislation under the police powers vested in a city, such exercise of power through legislation shall only be applied to modify land use and zoning regulations which are applicable to the Project in conflict with the terms of this Development Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement under the above specific limitations and applicable to the Project shall be of general application to all development activity in the City of Park City; and, unless Park City declares an emergency, Developer shall be entitled to the required notice and opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine. Nothing in this section shall limit the future legislative amendment of more specific ordinances or codes for which the Developer does not yet have a vested right, and except as otherwise provided in this agreement, no such rights will vest until such time as a complete application is filed in conformance with the applicable code(s), including but not limited to building and energy, lighting, sign, and subdivision codes.
- 4.4. Application Under City's Future Laws.** Without waiving any rights granted by the Annexation Agreement or this Development Agreement, Developer may at any time

choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application so applied for. The election by the Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Developer from relying on prior Development Applications or the City's Vested right Law as they pertain thereto.

5. General Terms and Conditions.

- 5.1. Term of Agreement.** The Master Planned Development is subject to Section 15-6-4(J) of the Land Management Code. Unless a delay is a result of delay of process by the City for a complete, pending application, a building permit for the first phase of the Project must be approved within two years of the execution of this Development Agreement. If a building permit for any phase of the Project is not issued within six years of the issuance of the first building permit, the Developer shall be required to return to the Planning Commission to re-permit any remaining density prior to the issuance of building permits to ensure that the remaining development is still in the best interest of the City and immediate neighborhood.
- 5.2. Binding Effect: Agreement to Run With the Land.** This Development Agreement shall be recorded against the Property as described on Exhibit A hereto and shall be deemed to run with the land, provided it remains effective, and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.
- 5.3. Provision of Municipal Services.** Except as otherwise provided in the Annexation Agreement, Park City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including but not limited to police and other emergency services. The services shall be provided to the Project at the same level of services, on the same terms, and at the same rates as provided to other residents and properties in the City or applicable service district. Prior to the issuance of a building permit, the Developer shall submit evidence to the City Engineer and Public Utilities Director in accordance with LMC § 15-7.3-6, Water Facilities, confirming that 1) Summit Water Distribution Company has sufficient water supply for domestic water use and fire protection to service the existing and proposed development; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development has agreed to service the site. The burden is upon the Developer to submit responsive information regarding LMC § 15-7.3-6.
- 5.4. Assignment.** Neither this Development Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without (i) assigning the rights as well as the responsibilities under this Development Agreement and (ii) obtaining the prior written consent of the City directed to the City Recorder, which consent shall not unreasonably withheld. Any such request for assignment may be made by letter addressed to the City, and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. If no response

is given by the City within fourteen (14) calendar days following Developer's delivery of a request for consent, the City consent will be deemed to have been granted. This restriction on assignment shall not prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Development Agreement.

- 5.5. No Joint Venture. Partnership or Third Party Rights.** This Development Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Nor does it create any rights or benefits to third parties.
- 5.6. Integration.** This Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- 5.7. Severability.** If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Development Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 5.8. Attorney's Fees.** If either party commences litigation regarding this Development Agreement, any of the Exhibits hereto or the Approval Documents, the prevailing party, as determined by a court of competent jurisdiction, shall be entitled to reasonable attorney's fees and all costs paid by the other party.
- 5.9. Minor Administrative Modification.** Minor administrative modifications to the site plan shall be reviewed and approved by the Planning Director. Any substantive modifications to the site plan such as changes in access, building locations, or Density shall be reviewed by the Planning Commission for consistency with the conceptually approved site plans reviewed on November 9, 2022.
- 5.10. No Waiver.** Failure to enforce any rights under this Development Agreement or applicable laws shall not be deemed to constitute a waiver of such right.
- 5.11. Default.**
- 5.11.1. Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a subdeveloper, then the City shall also provide a courtesy copy of the Notice to Developer.

5.11.2. Contents of the Notice of Default. The Notice of Default shall:

5.11.2.1. Specific Claim. Specify the claimed event of Default;

5.11.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Development Agreement (including exhibits) under which the claimed Default has occurred;

5.11.2.3. Materiality. Identify why the Default is claimed to be material; and

5.11.2.4. Optional Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

5.11.3. Meet and Confer; Mediation. Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 1.4.3- 1.4.5.

5.11.4. Remedies. If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the parties may have the following remedies:

5.11.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance, and/or damages.

5.11.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

5.11.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for development of the Project in the case of a default by the Developer, or, in the case of a default by a subdeveloper, development of those Parcels owned by the subdeveloper until the Default has been cured.

5.11.5. Public Meeting. Before any remedy in Section 3.11.4 of the Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the Claimed Default.

5.11.6. Emergency Defaults. Anything in this Development Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 3.11.4 of the Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development without the

requirements of Section 3.11.5. The City shall give Notice to the Developer and/or any applicable subdeveloper of any public meeting at which an emergency default is to be considered, and the Developer and/or any applicable subdeveloper shall be allowed to address the City Counsel at that meeting regarding the claimed emergency Default.

5.11.7. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

5.11.8. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

5.11.9. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Developer.

6. Phasing; Access.

6.1. Project Phasing. The Project shall be constructed in phases in accordance with the phasing plan approved together with this Development Agreement (the "Phasing Plan") (attached hereto as Exhibit G), and in accordance with the LMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. If any phases of the project are not issued building permits within 6 years of the issuance of the first building permit, the applicant shall be required to return to the Planning Commission to re-permit any remaining Density to ensure that the remaining development is still in the best interest of the City and immediate neighborhood. Any major modifications or elaborations to the approved Phasing Plan must be approved by the City Council prior to the commencement of construction of the applicable phase. If such proposed major modifications or elaborations are substantial as determined by the Chief Building Official and the Planning Director, such modifications or elaborations will come before the City Council for approval.

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

6.3. Form of Ownership Anticipated for Project. The Project will consist of commercial buildings and related improvements; mixed-use commercial and residential buildings; a market rate condominium building and townhomes totaling no more than one hundred (100) units and related improvements; and several residential buildings consisting entirely of deed restricted affordable housing. Developer anticipates that the commercial portions and the affordable housing units will be owned by Developer, or its assigns. Any condominiumization of the Project for private ownership, fractional ownership, and

common ownership of land and common facilities requires additional approvals and shall be in compliance with applicable ordinances and state code.

6.4. Open Space. Pursuant to the 2012 Annexation Agreement, no definable open space is required. As part of this modification, Developer has increased the overall amount of open space over the 2012 Development Agreement. Any future amendments shall comply with the Code in effect at the time of application, unless otherwise reduced by the Planning Commission in accordance with such Code.

6.5. Physical Mine Hazards. If any, a list and map of all known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner as well as a description and OPS coordinates of those Physical Mine Hazards are hereby attached and incorporated as Exhibit H.

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

To Developer:

Gary Crandall
1776 Park Avenue, #145
Park City, UT 84060

With a copy to:

Justin J. Keys
Hoggan Lee Hutchinson
1225 Deer Valley Drive Suite 201
Park City, Utah 84060

To Park City:

445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
Attn: City Attorney

Such communications may also be given by facsimile or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by

the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

7. No Undisclosed Rights. Developer acknowledges that this Development Agreement does not restrict any rights that Developer holds under clearly established state law. This Agreement is expressly authorized by Utah Code Section 10-9a-532. The Parties have had the opportunity to obtain legal counsel and have them review this Agreement. Due to Developer incentives and requirements consistent with Utah Code Section 10-9a-535 (1 and 3) including City approval of Ordinance 22-47, amending the City zoning and the prior annexation, settlement agreements and ordinances regarding the project, the Parties acknowledge that this Agreement may remove, replace, or modify certain rights and responsibilities under the Utah Municipal Land Use, Development, and Management Act (the Act), the Park City Land Management Code and applicable common law. Notwithstanding any legal rights afforded to the Parties under the Act, the terms of this Agreement shall govern. Developer expressly agrees that Park City has met any obligation it may owe under Utah Code Section 10-9a-532(2)(c).

List of Exhibits.

- Exhibit A - Legal Description
- Exhibit B – 2012 Development Agreement including 2012 Annexation Agreement
- Exhibit C – Site Plan
- Exhibit D – Planning Commission Final Action Letter dated November 9, 2022
- Exhibit E – Ordinance 2022-47 dated December 15, 2022
- Exhibit F - Master Planned Development Plans Approved on December 15, 2022
- Exhibit G - Phasing Plan
- Exhibit H - List of all known Physical Mine Hazards on the property (None)
- Exhibit I – Housing Authority Final Action Letter and Applicant’s Housing Mitigation Plan

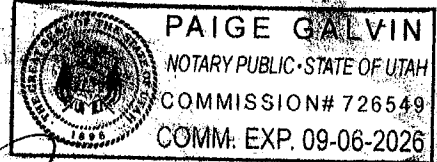
[Signatures to follow on next page]

IN WITNESS WHEREOF, this Development Agreement has been executed by Developer by a person duly authorized to execute the same, and by Park City acting by and through its City Council, as of the 16th day of January, 2024.

“Developer”

[Signature]

By: Gary Crowell
Its: Manager



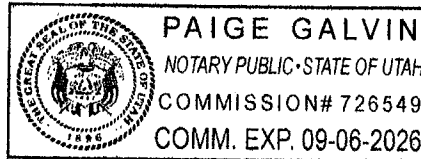
[Signature]

Acknowledgement

STATE OF UTAH)
) :ss
COUNTY OF SUMMIT)

On this 16th day of January, 2024, before me, the undersigned notary, personally appeared, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as manager (title) for Quinn Capital Partners LLC, a Utah

[Signature]
Notary Public



“Park City”

PARK CITY MUNICIPAL CORPORATION

[Signature]
By: Nann Worel: Mayor

ATTEST:

By: Michelle Kelley
Recorder



APPROVED AS TO FORM:

[Signature]
MARC D. HARRINGTON, City Attorney

Exhibit A

EXHIBIT A

All of Lot 1B, Park City Film Studios First Amended Subdivision, recorded September 20, 2022 as Entry No. 1195353 in the Office of the Summit County Recorder, being more particularly described as follows:

Beginning on the Easterly line of State Highway 248 at a point which is South 89°53'00" East 1557.19 feet along the Section line (Basis of Bearings) and South 00°00'00" East 1834.09 feet from an aluminum pipe monument at the Northwest corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian from which Section corner the GLO Stone Monument at the Northeast corner of said Section 2 bears South 89°53'00" East 5320.73 feet; and running thence North 22°00'40" East 730.94 feet to a point of curvature with a 50.00 foot radius to the right; thence northeasterly 78.00 feet along the arc of said curve through a central angle of 89°22'48" (chord bears North 66°42'04" East 70.33 feet); thence South 68°36'32" East 123.42 feet; thence North 21°23'28" East 106.09 feet; thence North 64°32'32" West 124.95 feet to a point of curvature with a 50.00 foot radius to the right; thence northerly 75.53 feet along the arc of said curve through a central angle of 86°33'12" (chord bears North 21°15'56" West 68.55 feet); thence North 22°00'40" East 59.40 feet; thence North 34°07'00" East 544.70 feet to a point on a 638.50 foot radius non-tangent curve to the right; thence northeasterly 338.83 feet along the arc of said curve through a central angle of 30°24'18" (chord bears North 49°20'26" East 334.87 feet); thence North 64°25'25" East 14.39 feet; thence South 25°33'14" East 184.37 feet; thence North 68°07'00" West 171.43 feet; thence South 70°33'00" West 63.66 feet; thence South 22°00'00" West 143.52 feet; thence South 68°00'00" East 18.64 feet; thence South 22°00'00" West 58.86 feet to a point of curvature with a 198.00 foot radius to the right; thence southwesterly 60.13 feet along the arc of said curve through a central angle of 17°24'00" (chord bears South 30°42'00" West 59.90 feet); thence South 39°24'00" West 63.89 feet to a point of curvature with a 202.00 foot radius to the left; thence southwesterly 60.64 feet along the arc of said curve through a central angle of 17°12'00" (chord bears South 30°48'00" West 60.41 feet); thence South 22°12'00" West 286.31 feet; thence South 67°15'00" East 107.26 feet; thence South 01°01'45" East 103.31 feet; thence North 88°58'15" East 89.25 feet; thence South 01°01'45" East 11.23 feet; thence North 88°58'15" East 37.45 feet to a point of curvature with a 190.00 foot radius to the right; thence easterly 76.51 feet along the arc of said curve through a central angle of 23°04'24" (chord bears South 79°29'33" East 76.00 feet); thence South 67°57'20" East 257.59 feet; thence North 22°10'00" East 358.07 feet to a point on a 2664.79 foot radius non-tangent curve to the right; thence southerly 37.06 feet along the arc of said curve through a central angle of 00°47'48" (chord bears South 14°24'06" East 37.06 feet); thence South 23°49'09" East 243.42 feet; thence South 07°02'43" East 58.38 feet; thence South 25°20'00" West 568.97 feet; thence South 00°30'48" West 109.93 feet; thence North 89°53'00" West 1087.39 feet to the POINT OF BEGINNING.

Contains 20.464 acres, more or less.

PCFSS-1B-AM

Exhibit B

**DEVELOPMENT AGREEMENT
FOR THE
QUINN'S JUNCTION PARTNERSHIP ANNEXATION
MASTER PLANNED DEVELOPMENT
PARK CITY, SUMMIT COUNTY, UTAH**

This Development Agreement is entered into as of this 24th day of May, 2012, by and between QUINNS JUNCTION PARTNERSHIP ("Developer"), as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the Quinn's Junction Partnership Annexation Master Planned Development, and PARK CITY MUNICIPAL CORPORATION, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

RECITALS

A. Developer is the owner of approximately 29 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit D and incorporated herein by reference (the "Property").

B. As a compromise of claims and in settlement of litigation, Summit County recognized that the property in question has a vested development right to commercial uses.

C. Developer obtained these vested rights for a commercial project now known as "Quinn's Junction Partnership Annexation Planned Development" wherein, the parties agreed to settle long standing differences in return for recognition for a commercial use of the property in question. The Settlement Agreement is attached hereto as Exhibit B.

D. Developer and Park City also entered into an Annexation Agreement wherein Park City recognized the property has vested development rights to the commercial uses, densities, and configuration as part of a motion picture studio and media campus as stated in the Settlement Agreement described in Recital B. A copy of the Annexation Agreement is attached hereto as Exhibit C.

E. Based on a further agreement between developer and Park City with the consent of the County, Developer applied to build a mixed use development on the Property consisting of a Motion Picture Studio and Media Campus, ancillary and support commercial and lodging (the "Film Studio").

F. Developer obtained Park City approval for the development on the Property of a mixed use hotel and commercial project known as the Quinn's Junction Partnership Annexation Master Planned Development (the "Master Planned Development Approval"), as more fully described in the incorporated Approval Documents (hereinafter defined) and as set forth below (the "Project").

G. Park City requires development agreements under its Park City Land Management Code ("LMC") for all Master Planned Developments.

H. Park City determined that, subject to the terms and conditions of this Development Agreement,

Exhibit C

SITE PLAN

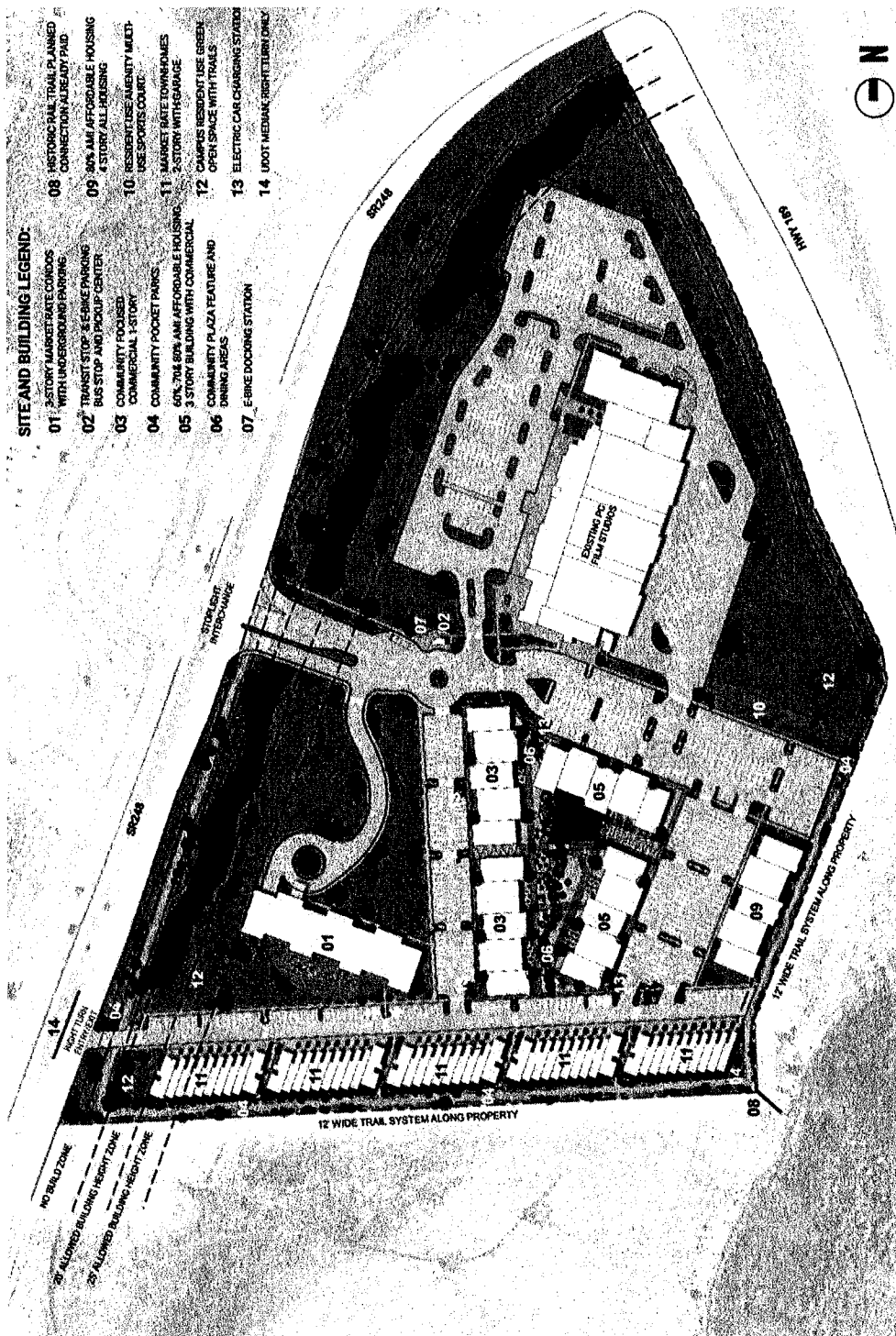


Exhibit D



Planning Department

November 9, 2022

Quinn Capital Partners
1776 Park Avenue # 145
Park City, UT 86060

CC: Justin Keys, Attorney for the Applicant

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: 3981 Kearns Boulevard
Zoning District: Community Transition (CT), with Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), Sensitive Land Overlay (SLO), and an MPD for a Film Studio and Media Campus
Application: MPD and Amendment to the Annexation and Zoning Ordinance No. 2012-12
Project Number: PL-22-05206 & PL-22-05212
Action: APPROVED WITH CONDITIONS (See Below)
Date of Final Action: November 9, 2022
Project Summary: A mixed-use project with approximately 60,000 square feet of Commercial Uses, up to 100 market-rate for-sale residential units, and at least 185 affordable for-rent residential units.

Action Taken

On November 9, 2022, the Planning Commission conducted a public hearing and approved the Studio Crossing project, a mixed-use project with approximately 60,000 square feet of Commercial Uses, up to 100 market-rate for-sale residential units totaling 142,000 square feet, and at least 185 affordable for-rent residential units, according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The property is located at 3981 Kearns Boulevard, a 20.464-acre Lot.
2. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), and Sensitive Land Overlay (SLO) in addition to the Film Studio MPD.
3. The Park City Film Studios consists of two separate lots. Lot 1A contains the developed portion of the Park City Film Studios, and Lot 1B is currently undeveloped. Both lots are subject to an Annexation Agreement and the Quinn's Junction Partnership Annexation Master Planned Development Agreement (MPD).
4. The applicant has submitted applications to amend 1) the MPD, to allow for additional Uses, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only; and 2) the Community Transition - Regional Commercial Overlay Zoning and Ordinance 12-12, the annexation and zoning Ordinance. Lot 1A will remain subject to the original Annexation, Zoning, and MPD agreements.



Planning Department

5. The applicant has 282,575 square feet of Density under the existing MPD that has not been constructed. The applicant is proposing to amend the existing MPD to construct a mixed-use project, including 60,000 square feet of Commercial Uses, up to 100 market-rate for-sale units, and 185 affordable for-rent units up to 80% AMI.
6. The applicant submitted:
 - a. Conceptual Site Plans including a Phasing Plan
 - b. A Parking Analysis
 - c. A Trip Generation Analysis
 - d. A Housing Mitigation Plan
7. The project requires 42.4 Affordable Unit Equivalents (AUEs) which the applicant is proposing to deliver in Phase 1 in the form of 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1.
8. In addition to the required affordable units, the applicant is proposing at least 120 "additional" affordable units that will be delivered partially in phase 1 (~55 affordable units) and partially in Phase 4 or earlier (~65 affordable units). The proposed bedroom mix and size of the affordable units is as follows:

Affordable Units	Number	Size
Studios	77	400
1 Bedrooms	63	600
2 Bedrooms	30	800
3 Bedrooms	15	1,100
Units	185	

9. Phase 1 consists of the transit stop and bus shelter, the plaza area, and two mixed-use rental buildings totaling 90,000 square feet. Each building is 3-stories with a proposed Building Height of 40 feet, exceeding the zone height of 28 feet. Both buildings contain 15,000 square feet of commercial space on the ground floors and 30,000 square feet of rental housing on the second and third levels. It is anticipated that Phase 1 will include approximately 120 affordable housing units, including and exceeding the applicant's Affordable Housing Requirement with 65 required units and 55 "additional" affordable units. There are no market rate units in Phase 1.
10. Phase 2 consists of two commercial buildings totaling 30,000 square feet. Each building is 1-story with a Building Height of 25 feet, meeting the zone height. Each building contains 15,000 square feet of "community focused, small-scale commercial, retail or restaurant" space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2.
11. Phase 1 and 2 will utilize surface parking stalls and the Planning Department recommends a Condition of Approval that the applicant construct at least the required number of parking stalls for each Phase of Development prior to receiving any Certificates of Occupancy.



Planning Department

12. Phase 3 consists of 50 for-sale market-rate townhomes in five clusters of 10 units totaling 82,000 square feet. Each unit is 2-stories totaling between 1,500 -1,700 square feet with a proposed building height of 25 feet, meeting the zone height, and contains 2-3 bedrooms. A garage and access to surface parking are included with each townhome. There are no affordable units proposed for Phase 3.
13. Phase 4 consists of one market-rate building of 60,000 square feet. The building is 3-stories with a Building Height of 40 feet, exceeding the zone height. This building will contain a maximum of 50 for-sale market-rate units and 72 underground parking stalls for residents of the building.
14. The site plan also includes one additional 4-story, for-rent affordable building to be built concurrent to the Phase 4 market-rate building, or earlier. The building is 45 feet, exceeding the zone height and the balance of the "additional" affordable units, ~65 units, will be constructed in this building.
15. Section 4.5 of the existing MPD expressly states that "Pursuant to the Annexation Agreement, no affordable housing is required for this MPD." However, the recent Subdivision reviewed by the Planning Commission on January 12, 2022, and approved by Council on February 3, 2022 (Ordinance 2022-06), Condition of Approval 8, states "The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City's current Affordable Housing Resolution shall apply." The applicant is proposing to meet and exceed the City's affordable housing requirements with this project. It is because the applicant is proposing to construct 185 affordable housing units that the Council was willing to conceptually support the proposed project.
16. The site plan for Lot 1B includes 320,632 square feet of total development. However, as affordable units that are required as part of an MPD approval do not count towards the calculated Density, the proposal totals not more than 282,575 square feet, equaling the remaining conditionally approved Density of 282,575 square feet. With the 91,425 square feet of Density built on the Film Studio portion of the site (Lot 1A) the entire project is 374,000 square feet, equaling less than or equal to the 374,000 square feet the site was originally approved for.
17. The Planning Commission approved the amendment to the MPD on November 9, 2022, and voted to recommend exceptions to the Zone Height to the Council for consideration on December 15, 2022.
18. The Planning Commission also voted to recommend the applicants Housing Mitigation Plan to the City's Housing Authority for consideration on December 15, 2022.
19. The applicant has a total Affordable Housing Obligation of 42.4 AUEs or 38,160 square feet. If the project numbers change, the Affordable Housing Obligation must be adjusted accordingly.



Planning Department

20. The applicant is proposing to construct all 65 units or 42.4 AUEs (38,160 square feet) of Affordable Housing in Phase 1, as part of its proposal to amend the 2012 MPD, meeting the City's current Affordable Housing Resolution, as follows.

Type	Units	Size
Studios	27	400
1 Bedroom	23	600
2 Bedrooms	10	800
3 Bedrooms	5	1,100
Units	65	
@ 900 SF		42.4 AUEs

21. In addition to meeting the City's Affordable Housing Obligation in Phase 1, the applicant is proposing to construct an "additional" 55 affordable housing units in Phase 1, and 65 more "additional" units as part of Phase 4, for a total of 120 "additional" affordable housing Units or 78.8 AUEs as follows:

Type	Units	Size
Studios	50	400
1 Bedroom	40	600
2 Bedrooms	20	800
3 Bedrooms	10	1,100
Units	120	
@ 900 SF		78.8 AUEs

22. The applicant is proposing that all the affordable units, both the 65 required and the 120 additional affordable units, will be rental units available to households at up to 80% AMI, except for the 77 studios. At least 27 Studios will be available to households making up to 60% of AMI, and at least 50 Studios will be available to households making up to 70% of AMI, broadening the affordability of these units. The rest of the 120 additional units may be rented to households making up to 120% of AMI, but rent will be charged at 80% AMI, consistent with the Applicant's Housing Mitigation Plan.



Planning Department

23. The applicant has stated that initially, they shall use a geographic waterfall approach in selecting from applicants in the following priority:
 - a. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including but not limited to employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, Summit Pediatrics, etc.
 - b. Qualifying applicants employed within Park City boundaries.
 - c. Qualifying applicants employed within the Park City School District boundaries.
 - d. Qualifying applicants employed within Summit County (additional affordable units only).
24. The "additional" 120 affordable units will be available to eligible households at up to 120% of Summit County AMI. However, rental rates charged will be at 80% of AMI, regardless of the AMI of individual households, meeting the City's definition of affordable. All gross rental rates will include any Homeowner Association fees or assessments that may be charged against the units, and this will be a Condition of Approval. Twenty-seven (27) studio units will be available at 60% AMI and 50 studio units will be available at 70% AMI.
25. Amenities available to residents of the affordable units include a sheltered bus stop, e-bike station and bike fix-it station, community plaza, sports courts, sheltered bike storage, recycling rooms, outdoor dining, electric car charging station, green and dog-friendly space, and an internal pedestrian and bike trail system with connections to the broader Park City trail system.
26. Section 2.5(e) of the Annexation Agreement specifically discusses Building Height for the existing MPD and allows for Building Height exceptions
27. The maximum Building Height in the CT zone is 28 feet with additional Height and Setback restrictions for the ECPO. Proposed Building Heights range from 25 feet to 45 feet, with most of the taller buildings located in the center or rear (east side) of the site. One exception to this is the market-rate Multi-Unit Dwelling located adjacent to SR-248, which is proposed at 40 feet in Height, but not located within the ECPO Setback. The proposed townhomes and commercial building meet the Zone Building Height requirements at 25 feet in Height, and all buildings are now located outside of the ECPO 150-foot Setback requirement.
28. The RCO allows for the City Council to grant a height exception upon recommendation from the Planning Commission.
29. The Planning Commission finds that the proposed Building Height Exceptions are consistent with the Film Studio MPD Building Height Exceptions and meet the standards for review of the CT-RCO zone. The site is located hundreds of feet from the nearest abutters and will not have a visual impact on any existing structures. All buildings meet required Setbacks. The Planning Commission also finds that there is no net increase in the proposed square footage over what is possible under the existing MPD.
30. The Planning Commission has consistently expressed that the majority of the 60,000 square feet of Commercial Uses in the project be limited to smaller-scale community oriented commercial Uses.
31. The site contains no significant slopes, ridgelines, wetlands, or significant wildlife habitat Area according to the City's General Plan Maps.
32. MPDs require a minimum of 60% Open Space. However, the existing MPD has no minimum Open Space requirement per the Annexation Agreement. The proposed new site plan increases the amount of Open Space over the previously approved MPD.



Planning Department

33. The Film Studio shall serve as the Commercial anchor for the site in compliance with LMC § 15-2.17-4.
34. The Planning Commission finds that the applicant's parking analysis meets the requirements of LMC § 15-6-5(E) and supports the determination to decrease the required number of commercial parking stalls. The applicant's project requires approximately 312 commercial parking stalls depending on the mix of uses. The overall project requires 655 stalls, and the applicant is proposing 566 stalls. In no case shall the project's commercial parking reduction exceed more than 30% of the project's commercial parking requirement. The Applicant shall meet the project's residential parking requirement.
35. Except for the items noted above, the project complies with all requirements of the Land Management Code, including the minimum requirements of 15-6-5.
36. The project increases the overall amount of open space over the existing MPD.
37. The project promotes the Use of non-vehicular forms of transportation through the addition of a bus stop and bus shelter on site, and e-bike station and by providing a connection to the Park City Rail Trail, which all help to mitigate traffic.
38. Per LMC § 15-2.17-2, Uses, Nightly Rentals shall be allowed (subject to zoning and business licensing) in the market-rate units only.

Conclusions of Law:

1. The modification to the 2012 Quinn's Junction Partnership Annexation Master Planned Development Agreement is a substantive modification.
2. The Application complies with the requirements of the Land Management Code as conditioned and approved.
3. The modifications are compatible with surrounding structures in use, scale, mass, and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.
5. The modification to the Master Planned Development:
 - a. complies with all requirements of the Land Management Code;
 - b. meets the minimum requirements of Section 15-6-5;
 - c. provides the highest value of Open Space, as determined by the Planning Commission;
 - d. strengthens and enhances the resort character of Park City;
 - e. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - f. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
 - g. provides amenities to the community so that there is no net loss of community amenities;
 - h. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;



Planning Department

- i. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
- j. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;
- k. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
- l. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
- m. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
- n. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
- o. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
- p. addresses and mitigates traffic.

Conditions of Approval:

- 1. Lot 1A, 4001 Kearns Boulevard, is subject to the Film Studio Annexation, Zoning, and MPD agreements.
- 2. Development of 3981 Kearns Boulevard is contingent upon approval of the Building Heights by the City Council, approval of the applicant's Housing Mitigation Plan by the Park City Housing Authority, and ratification of a Development Agreement by the Planning Commission.
- 3. Approval of this MPD shall expire two years from the date of Development Agreement execution unless construction, as defined by the International Building Code, has commenced on the project.
- 4. A Construction Mitigation Plan shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any building permits.
- 5. A storm-water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm-water Best Management Practices.
- 6. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
- 7. Final utility plans shall be submitted with the building permit.



Planning Department

8. The majority of the 60,000 square feet of Commercial Uses in the project shall be limited to smaller-scale community oriented commercial Uses set forth in the Application and Final Plan Set dated October 26, 2022, and the applicant shall not be required to return to the Planning Commission for a CUP unless noted herein. Any Conditional Use that requires a CUP in the RCO Zoning District and has a parking requirement of 5 stalls per 1,000 square feet or greater, shall require a CUP except for Restaurants, Bars or Child Care Center. A detailed parking analysis shall be submitted at the time of CUP application to allow Planning Staff to calculate the parking demand in relation to the parking supply. Telecom Antennas, Office Intensive, Retail/Service Intensive, and Medical Office/Clinic shall require a CUP.
9. The Planning Department shall complete an Administrative CUP for any Child Care Center Intensive Office, and/or Major Retail or Major Service Use, to ensure that most of the Commercial Uses are smaller-scale and community oriented, and that there is sufficient parking and/or drop-off/pick-up areas for the proposed mix of uses. A detailed parking analysis shall be submitted at the time of Administrative CUP application to allow Planning Staff to calculate the parking demand in relation to the parking supply.
10. Commercial Uses shall not include Hotels of any kind, any business with a Drive-Up window, or Gasoline Service Station.
11. The project requires 42.4 Affordable Unit Equivalents (AUEs) which the applicant will deliver in the form of at least 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1.
12. In addition to the required affordable units, the applicant is proposing at least 120 "additional" affordable units that will be delivered partially in phase 1 (~55 affordable units) and partially in Phase 4 or earlier (~65 affordable units).
13. Phases 1 and 2 will utilize surface parking stalls and the applicant shall construct at least the required number of parking stalls for each Phase of Development prior to receiving Certificates of Occupancy for each phase.
14. Except for the parking reduction approved by the Planning Commission, the project shall comply with LMC 15-3, Off Street Parking including lighting, landscaping, bicycle parking requirements, and electric vehicle charging stations.
15. The site plan includes one additional 4-story, for-rent affordable building totaling 58,632 square feet, to be built concurrent to the Phase 4 market-rate building, or earlier. The building has a maximum Building Height of 45 feet, and the balance of the "additional" affordable units will be constructed in this building.
16. Certificates of Occupancy for the Phase 4 market rate units shall be tied to the Certificates of Occupancy for the Phase for affordable units so that all affordable units shall have Certificates of Occupancy prior to the completion of the market rate units.
17. No additional Density shall be built on Lot 1A, and Lot 1B is subject to a maximum Density of 320,632 square feet of total development (including required affordable housing units), consistent with the site plan and final plan set reviewed by the Planning Commission on November 9, 2022.
18. The secondary access to the site (non-signalized access) must be reviewed and approved by UDOT and the City Engineer prior to building permits and shall be right-in/right-out only.
19. The applicant shall have six years from the ratification of the Development Agreement to exercise building permits for the project. If the applicant has not exercised all the required building permits for the project the applicant shall return to the Planning Commission to re-permit remaining Density prior to the issuance of any additional building permits.



Planning Department

20. The applicant shall locate a bus stop and bus shelter on site at a location to be reviewed and approved by the City Engineer and High Valley Transit prior to the issuance of a building permit.
21. The applicant shall provide a bike share and bike fix-it station on site and the applicant shall be responsible for all costs, including annual operational expenses, maintenance of the stations, infrastructure of bike station, kiosk, additional bikes to maintain service standards, and coordinate with vendor provider on installation and purchasing. The City shall review and approve the final location of the share station and the minimum number of bikes it can accommodate. A land easement to the bike share/County may be required. The applicant shall be responsible for providing electricity, adequate lighting, and access to and around the station.
22. Bike racks shall be provided for the various commercial uses as required by LMC § 15-3.
23. The undulating berm required by the Film Studio MPD shall be constructed and maintained consistent with the original MPD.
24. Rooftop mechanical equipment shall be architecturally screened from public view.
25. Trash and recycling enclosures shall be screened with landscaping or fencing.
26. All signage shall comply with the LMC.
27. The applicant shall provide covered bike storage in all residential buildings at a minimum rate of one stall per unit consistent with the City's LMC requirements at the time of building permit.
28. The applicant shall provide recycling facilities in all Multi-Unit Dwellings on site.
29. A final subdivision plan shall be recorded prior to construction of the condominium units.
30. The applicant shall bring Lot 1A into compliance with the originally approved Landscape Plan. Plant substitutions shall be allowed by the Planning Director if other species are deemed more suitable for the site.
31. The applicant shall construct a trail connection from the project site to the Park City Rail Trail, upon review and approval of a plan by the City's Open Space Manager. The City will contribute up to \$75,000 for the cost of this connection.
32. The applicant has committed to using water efficient low flow fixtures and Energy Star rated appliances in all units; designing the building envelopes to be energy efficient; using water wise native landscaping; and providing recycling locations throughout the site. The applicant is encouraging multimodal transportation choices by offering alternative modes of transportation on site including locating a bus station, e-bike share, connection to the Rail Trail, and providing covered bike storage in all Multi-Unit Dwellings. In addition, the applicant is reducing their overall parking to prevent excess paving and increase open space. All lighting will meet the City's Dark Sky Ordinance LMC § 15-5-5(J).
33. See condition 20.
34. Prior to the issuance of a building permit the applicant shall submit a plan to limit right in/right out turns only from the secondary access point for review and approval by the City Engineer.



Planning Department

35. Prior to the issuance of a building permit the applicant shall submit evidence to the City Engineer and Public Utilities Director in accordance with LMC § 15-7.3-6, Water Facilities, confirming that 1) Summit Water has sufficient water supply for domestic water use and fire protection to service the existing and proposed development; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development has agreed to service the site. The burden is upon the applicant to submit responsive information regarding LMC 15-7.3-6.
36. See Condition 19
37. The proposed development shall not exceed the maximum approved Density of 374,000 square feet.
38. Final building plans shall comply with LMC 15-5-8, Façade Length and Variations.
39. The applicant shall add a noise-mitigating fence around the pickleball courts if required by the City.
40. Final CC&Rs and the Master Association shall include a management standard for the nightly rentals including but not limited to required City licensing and permits.
41. Minor administrative modifications to the site plan shall be allowed by the Planning Director. Any substantive modifications to the site plan such as changes in access, building locations, or Density shall be reviewed by the Planning Commission for consistency with the conceptually approved site plans reviewed on November 9, 2022.

If you have questions or concerns regarding this Final Action Letter, please call Alexandra Ananth, at 435-615-5066, or email alexandra.ananth@parkcity.org.

Sincerely,

DocuSigned by:
Laura Suesser
BA63A50339EA482...

Laura Suesser, Planning Commission Chair

CC: Project File

Exhibit E

Ordinance No. 2022-47

AN ORDINANCE AMENDING THE ANNEXATION AND ZONING ORDINANCE NO. 2012-12, FOR APPROXIMATELY 20.46 ACRES OF PROPERTY LOCATED AT 3981 KEARNS BOULEVARD, IN THE QUINN'S JUNCTION AREA, KNOWN AS THE PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION LOT 1B, PARK CITY, UTAH. THE SITE WAS PREVIOUSLY ZONED COMMUNITY TRANSITION (CT) WITH A REGIONAL COMMERCIAL OVERLAY (RCO) DESIGNATION.

WHEREAS, the property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the property, which resulted in a settlement that provided Park City with an option to consider the annexation prior to development in the County; and

WHEREAS, as a result, Park City approved a Settlement Agreement, Annexation Agreement, and the Quinn's Junction Partnership Annexation Master Planned Development (MPD) for the purpose of constructing 374,000 square feet of "motion picture studio and media campus" (as stated in the Settlement Agreement); and

WHEREAS, the site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), and Sensitive Land Overlay (SLO) in addition to the MPD; and

WHEREAS, the existing MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial Uses and square footage, as outlined in Exhibit C of the Annexation Agreement and the zoning was adopted at the time of annexation to enable the Film Studio MPD; and

WHEREAS, to date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A, and 7B on the approved site plan, Exhibit B and included below), associated parking, the main entrance, landscaping, and berming along Kearns Blvd, totaling 91,425 square feet of development Density; and

WHEREAS, currently, there are 282,575 square feet of remaining conditionally approved Density to be built on the property, for Uses and buildings consistent with the Annexation Agreement and MPD; and

WHEREAS, in 2021, while considering a phasing plan amendment to construct the allowed hotel building, the City Council indicated a willingness to entertain further amendments to the Annexation and MPD to produce more community benefits, including affordable housing, for the remaining conditionally approved Density; and

WHEREAS, On February 3, 2022, the applicant received approval to subdivide the original parcel into two (2) legal Lots of record (Ordinance 2022-06). Lot 1A now consists of 8.622 acres and contains the existing Film Studio Campus. The applicant is

not proposing any changes to this portion of the site and the existing MPD still governs Lot 1A; and

WHEREAS, Lot 1B consists of 20.464 acres and will contain the remaining Density to be developed with commercial and residential Uses. The applicant is seeking to amend the existing Annexation Ordinance and MPD for this portion of the site only; and

WHEREAS, on July 27, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on July 27, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held public hearings on August 10, 2022, and October 26, 2022, to receive input on the proposed amendment to the MPD and Zoning and Annexation Ordinance; and

WHEREAS, the Planning Commission, on November 9, 2022, unanimously approved the amendment to the MPD for a mixed-use project with at least 185 affordable rental units on Lot 1B; and

WHEREAS, the Planning Commission, on November 9, 2022, forwarded a positive recommendation to the City Council to amend the Zoning and Annexation Ordinance and for exceptions to the Zone Height; and

WHEREAS, on December 15, 2022, the City Council held a public hearing to receive input on the Zoning and Annexation Ordinance and for exceptions to the Zone Height; and

WHEREAS, it is in the best interest of Park City, Utah to approve an amendment to the Zoning and Annexation Ordinance and exceptions to the Zone Height for Lot 1B only.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The Zoning and Annexation Ordinance 2012-12 as it applies to Lot 1B only, is hereby amended, including for exception to the Zone Height, as shown in Attachment 1, and is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 3981 Kearns Boulevard.

2. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), and Sensitive Land Overlay (SLO) in addition to the Film Studio MPD.
3. The Park City Film Studios consists of two separate lots. Lot 1A contains the developed portion of the Park City Film Studios, and Lot 1B is currently undeveloped. Both lots are subject to an Annexation Agreement and the Quinn's Junction Partnership Annexation Master Planned Development Agreement (MPD).
4. The applicant submitted applications to amend 1) the MPD, to allow for additional Uses, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only; and 2) the Community Transition - Regional Commercial Overlay Zoning and Ordinance 12-12, the annexation and zoning Ordinance. Lot 1A will remain subject to the original Annexation, Zoning, and MPD agreements.
5. The applicant has 282,575 square feet of Density under the existing MPD that has not been constructed. The applicant is proposing to construct a mixed-use project, including 60,000 square feet of Commercial Uses, up to 100 market-rate for-sale units, and at least 185 affordable for-rent units up to 80% AMI, consistent with the Applicant's Housing Mitigation Plan, approved on December 14, 2022, by the City's Housing Authority.
6. The applicant submitted:
 - a. Conceptual Site Plans including a Phasing Plan;
 - b. A Parking Analysis;
 - c. A Trip Generation Analysis; and
 - d. A Housing Mitigation Plan.
7. The project requires 42.4 Affordable Unit Equivalents (AUEs) which the applicant is proposing to deliver in Phase 1 in the form of at least 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1.
8. In addition to the required affordable units, the applicant is proposing at least 120 "additional" affordable units that will be delivered partially in phase 1 (~55 affordable units) and partially in Phase 4 or earlier (~65 affordable units). These additional units may be available to households at up to 120% of AMI, consistent with the Applicant's Housing Mitigation Plan, approved on December 14, 2022, by the City's Housing Authority.
9. The proposed bedroom mix and size of the affordable units is as follows:

Affordable Units	Number	Size
Studios	77	400
1 Bedrooms	63	600
2 Bedrooms	30	800
3 Bedrooms	15	1,100
Units	185	

10. Phase 1 consists of the transit stop and bus shelter, the plaza area, and two mixed-use rental buildings totaling 90,000 square feet. Each building is 3-stories with a maximum Building Height of 40 feet, exceeding the zone height of 28 feet. Both buildings contain 15,000 square feet of commercial space on the ground floors and 30,000 square feet of affordable rental housing on the second and third levels. It is anticipated that Phase 1 will include approximately 120 affordable housing units, including and exceeding the applicant's Affordable Housing Requirement with 65 required units and 55 "additional" affordable units. There are no market rate units in Phase 1.
11. Phase 2 consists of two commercial buildings totaling 30,000 square feet. Each building is 1-story with a maximum Building Height of 25 feet, meeting the zone height. Each building contains 15,000 square feet of "community focused, small-scale commercial, retail or restaurant" space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2.
12. Phase 3 consists of no more than 50 for-sale market-rate townhomes in five clusters of 10 units totaling 82,000 square feet. Each unit is 2-stories totaling between 1,500 -1,700 square feet with a maximum Building Height of 25 feet, meeting the zone height, and contains 2-3 bedrooms. A garage and access to surface parking are included with each townhome. There are no affordable units proposed for Phase 3.
13. Phase 4 consists of one market-rate building of 60,000 square feet. The building is 3-stories with a maximum Building Height of 40 feet, exceeding the zone height. This building will contain a maximum of 50 for-sale market-rate units and 72 underground parking stalls for residents of the building.
14. The site plan also includes one additional 4-story, for-rent affordable building to be built concurrent to the Phase 4 market-rate building, or earlier. The building has a maximum Building Height of 45 feet, exceeding the zone height and the balance of the "additional" affordable units, ~65 units, will be constructed in this building.
15. Section 4.5 of the existing MPD expressly states that "Pursuant to the Annexation Agreement, no affordable housing is required for this MPD." However, the recent Subdivision approved by Council on February 3, 2022 (Ordinance 2022-06), Condition of Approval 8, states "The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City's current Affordable Housing Resolution shall apply." The applicant is proposing to meet and exceed the City's affordable housing requirements with this project. It is because the applicant is proposing to construct at least 185 affordable housing units that the Council was willing to conceptually support the proposed project.
16. The site plan for Lot 1B includes 320,632 square feet of total development. However, as affordable units that are required as part of an MPD approval do not count towards the calculated Density, the proposal totals not more than 282,575 square feet, equaling the remaining conditionally approved Density of 282,575 square feet. With the 91,425 square feet of Density built on the Film Studio portion of the site (Lot 1A) the entire project is 374,000 square feet, equal to or less than the 374,000 square feet the site was originally approved for.

17. The Planning Commission approved the amendment to the MPD on November 9, 2022, and unanimously voted to recommend the amendment to the zoning and annexation Ordinance including exceptions to the Zone Height, to the Council for consideration on December 15, 2022.
18. The Planning Commission also voted to recommend the applicants Housing Mitigation Plan to the City's Housing Authority for consideration on December 15, 2022.
19. The applicant has a total Affordable Housing Obligation of 42.4 AUEs or 38,160 square feet. If the project numbers change, the Affordable Housing Obligation must be adjusted accordingly.
20. The applicant will construct all 65 units or 42.4 AUEs (38,160 square feet) of required Affordable Housing in Phase 1, meeting the City's current Affordable Housing Resolution, as follows.

Type	Units	Size
Studios	27	400
1 Bedroom	23	600
2 Bedrooms	10	800
3 Bedrooms	5	1,100
Units	65	
@ 900 SF		42.4 AUEs

21. In addition to meeting the City's Affordable housing Obligation in Phase 1, the applicant will construct at least an "additional" 55 affordable housing units in Phase 1, and 65 more "additional" units as part of Phase 4, for a total of at least 120 "additional" affordable housing Units or 78.8 AUEs as follows:

Type	Units	Size
Studios	50	400
1 Bedroom	40	600
2 Bedrooms	20	800
3 Bedrooms	10	1,100
Units	120	

@ 900 SF	78.8 AUEs
----------	-----------

22. All required affordable units, will be rental units available to households at up to 80% AMI, except for 77 studios. At least 27 Studios will be available to households making up to 60% of AMI, and at least 50 Studios will be available to households making up to 70% of AMI broadening the affordability of these units. The rest of the additional units may be available to households at up to 120% of AMI, consistent with the Applicant's Housing Mitigation Plan, approved on December 14, 2022, by the City's Housing Authority.
23. The applicant shall use a geographic waterfall approach in selecting from applicants in the following priority:
 - a. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including but not limited to employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, Summit Pediatrics, etc.
 - b. Qualifying applicants employed within Park City boundaries.
 - c. Qualifying applicants employed within the Park City School District boundaries.
 - d. Qualifying applicants employed within Summit County (additional affordable units only).
24. The "additional" 120 affordable units will be available to eligible households at up to 120% of Summit County AMI. However, rental rates charged will be at 80% of AMI, regardless of the AMI of individual households, meeting the City's definition of affordable. All gross rental rates will include any Homeowner Association fees or assessments that may be charged against the units, and this will be a Condition of Approval. Twenty-Seven (27) studio units will be available at 60% AMI and 50 studio units will be available at 70% AMI.
25. Amenities available to residents of the affordable units include a sheltered bus stop, e-bike station and bike fix-it station, community plaza, sports courts, sheltered bike storage, recycling rooms, outdoor dining, electric car charging station, green and dog-friendly space, and an internal pedestrian and bike trail system with connections to the broader Park City trail system.
26. Section 2.5(e) of the Annexation Agreement specifically discusses Building Height for the existing MPD and allows for Building Height exceptions.
27. The maximum Building Height in the CT zone is 28 feet with additional Height and Setback restrictions for the ECPO. Proposed Building Heights range from 25 feet to 45 feet, with most of the taller buildings located in the center or rear (east side) of the site. One exception to this is the market-rate Multi-Unit Dwelling located adjacent to SR-248, with a maximum Building Height of 40 feet. The proposed townhomes and commercial buildings meet the Zone Building Height requirements at 25 feet in Height, and all buildings are located outside of the EOPC 150-foot Setback requirement.
28. The RCO allows for the City Council to grant Building Height exceptions upon recommendation from the Planning Commission.
29. On November 9, 2022, the Planning Commission found that the proposed Building Height exceptions are consistent with the Film Studio MPD Building Height

Exceptions and meet the standards for review of the CT-RCO zone. The site is located hundreds of feet from the nearest abutters and will not have a visual impact on any existing structures. All buildings meet required Setbacks. The Planning Commission also finds that there is no net increase in the proposed square footage over what is possible under the existing MPD.

30. The site contains no significant slopes, ridgelines, wetlands, or significant wildlife habitat Area according to the City's General Plan Maps
31. MPDs require a minimum of 60% Open Space. However, the existing MPD has no minimum Open Space requirement per the Annexation Agreement. The proposed new site plan increases the amount of Open Space over the previously approved MPD.
32. The Film Studio shall serve as the Commercial anchor for the site in compliance with LMC § 15-2.17-4.
33. With respect to Building Height, the Council finds that the proposed Building Height exceptions are consistent with the Film Studio MPD Building Height Exceptions, and meet the standards for review of the CT-RCO zone:
 - a. The site is located hundreds of feet from the nearest abutters and will not have a visual impact on any existing structures, and there will be no loss of solar access, view corridors, or ridge line intrusions (Review Criteria 1 & 2 and MPD Building Height Criteria 2).
 - b. The height exceptions do not result in additional traffic or loss of Open Space as compared to the approved Film Studio MPD (Review Criteria 3 and MPD Building Height Criteria 5).
 - c. The height exceptions are consistent with the approved Film Studio MPD (Review Criteria 4).
 - d. The landscape buffer required by the Film Studio MPD is being carried forward and will mitigate and buffer the buildings from adjacent Uses (Review Criteria 5 and MPD Building Height Criteria 3).
 - e. The application meets or exceeds all Setback requirements (Review Criteria 6 and MPD Building Height Criteria 4).
 - f. The Film Studio MPD has no Open Space requirement, and the applicant is increasing the amount of Open Space with this Amendment (Review Criteria 7).
 - g. Both the Commercial Buildings (Buildings 3 on the Site Plan) and the townhomes have maximum Building Heights of 25 feet, which is lower than the underlying Zone Height of 28 feet (Review Criteria 8 and MPD Building Height Criteria 6).
 - h. The project includes high quality architecture, transit and trail connections, and a significant amount of affordable housing beyond what the LMC requires (Review Criteria 9).
 - i. The amendment to the MPD does not result in a net increase in the allowable square footage or Building volume above Grade over what is possible under the existing MPD (Review Criteria 10 and MPD Building Height Criteria 1).

Conclusions of Law:

1. The modification to the 2012 Quinn's Junction Partnership Annexation Master Planned Development Agreement is a substantive modification.
2. The Application complies with the requirements of the Land Management Code as conditioned and approved.
3. The modifications are compatible with surrounding structures in use, scale, mass, and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.
5. The modification to the Master Planned Development:
 - a. complies with all requirements of the Land Management Code;
 - b. meets the minimum requirements of Section 15-6-5;
 - c. provides the highest value of Open Space, as determined by the Planning Commission;
 - d. strengthens and enhances the resort character of Park City;
 - e. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - f. is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
 - g. provides amenities to the community so that there is no net loss of community amenities;
 - h. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
 - i. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
 - j. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;
 - k. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
 - l. incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
 - m. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
 - n. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
 - o. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
 - p. addresses and mitigates traffic.

Conditions of Approval:

1. Lot 1A, 4001 Kearns Boulevard, is subject to the original Film Studio Annexation, Zoning, and MPD agreements.
2. Development of 3891 Kearns Boulevard is contingent upon approval of the Building Heights by the City Council, approval of the applicant's Housing Mitigation Plan by the Park City Housing Authority, and ratification of a Development Agreement by the Planning Commission.
3. The majority of the 60,000 square feet of Commercial Uses in the project shall be limited to smaller-scale community-oriented commercial Uses set forth in the Application and Final Plan Set dated October 26, 2022, and the applicant shall not be required to return to the Planning Commission for a CUP unless noted herein. Any Conditional Use that requires a CUP in the RCO Zoning District and has a parking requirement of 5 stalls per 1,000 square feet or greater, shall require a CUP except for Restaurants, Bars or Child Care Center. A detailed parking analysis shall be submitted at the time of CUP application. Telecom Antennas, Office Intensive, Retail/Service Intensive, and Medical Office/Clinic shall require a CUP.
4. Commercial Uses shall not include Hotels of any kind, any business with a Drive-Up window, or Gasoline Service Station.
5. The project requires 42.4 Affordable Unit Equivalents (AUEs) which the applicant will deliver in the form of at least 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1.
6. In addition to the required affordable units, the applicant is proposing at least 120 "additional" affordable units that will be delivered partially in phase 1 (~55 affordable units) and partially in Phase 4 or earlier (~65 affordable units).
7. The site plan includes one additional 4-story, for-rent affordable building totaling 58,632 square feet, to be built concurrent to the Phase 4 market-rate building, or earlier. The building has a maximum Building Height of 45 feet, and the balance of the "additional" affordable units will be constructed in this building.
8. Certificates of Occupancy for the Phase 4 building affordable units shall be tied to the issuance of Certificates of Occupancy for the market-rate units, so that all affordable units have Certificates of Occupancy prior to the completion of the market rate units.
9. No additional Density shall be built on Lot 1A, and Lot 1B is subject to a maximum Density of 320,632 square feet of total development (including required affordable housing units), consistent with the site plan and final plan set reviewed by the Planning Commission on November 9, 2022.
10. Parking and lighting shall meet requirements of the LMC, except for the parking reduction granted by the Planning Commission as part of the MPD. See LMC § 15-3 and § 15-5.
11. The secondary access to the site (non-signalized access) must be reviewed and approved by UDOT and the City Engineer prior to building permits and shall be right-in/right-out only.
12. The applicant shall locate a bus stop and bus shelter on site at a location to be reviewed and approved by the City Engineer and High Valley Transit prior to the issuance of a building permit.

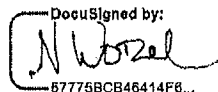
13. The applicant shall provide a bike share and bike fix it station on site and the applicant shall be responsible for all costs, including annual operational expenses, maintenance of the stations, infrastructure of bike station, kiosk, additional bikes to maintain service standards, and coordinate with vendor provider on installation and purchasing. The City shall review and approve the final location of the share station and the minimum number of bikes it can accommodate. A land easement to the bike share/County may be required. The applicant shall be responsible for providing electricity, adequate lighting, and access around the station.
14. Bike racks shall be provided for the various commercial uses as required by LMC § 15-3.
15. The undulating berm required by the Film Studio MPD shall be constructed and maintained consistent with the original MPD.
16. A Stormwater Management Plan shall be reviewed and approved by the City Engineer prior to the issuance of any building permits.
17. Rooftop mechanical equipment shall be architecturally screened from public view.
18. Trash and recycling enclosures shall be screened with landscaping or fencing.
19. All signage shall comply with the LMC.
20. The applicant shall provide covered bike storage in all residential buildings at a minimum rate of one stall per unit consistent with the City's LMC requirements at the time of building permit.
21. The applicant shall provide recycling facilities in all Multi-Unit Dwellings on site.
22. A final subdivision plan shall be recorded prior to construction of the condominium units.
23. The applicant shall bring Lot 1A into compliance with the originally approved Landscape Plan. Plant substitutions shall be allowed by the Planning Director if other species are deemed more suitable for the site.
24. The applicant shall construct a trail connection from the site to the Park City Rail Trail, upon review and approval of a plan by the City's Open Space Manager. The City will contribute up to \$75,000 for the cost of this connection.
25. The applicant has committed to using water efficient low flow fixtures and Energy Star rated appliances in all units; designing the building envelopes to be energy efficient; using water wise native landscaping; and providing recycling locations throughout the site. The applicant is encouraging multimodal transportation choices by offering alternative modes of transportation on site including locating a bus station, e-bike share, connection to the Rail Trail, and providing covered bike storage in all Multi-Unit Dwellings. In addition, the applicant is reducing their overall parking to prevent excess paving and increase open space. All lighting will meet the City's Dark Sky Ordinance LMC § 15-5-5(J).
26. Final utility plans have not been reviewed for approval and must be submitted for review prior to the issuance of any utility or building permits.
27. The Park City Fire District shall review and approve final plans prior to the issuance of any utility or building permits.
28. The Snyderville Basin Water Reclamation District shall review and approve plans prior to the issuance of any utility or building permits. All items required under the Line Extension Agreement must be completed prior to the issuance of any building permits.

29. Minor administrative modifications to the site plan shall be allowed by the Planning Director. Any substantive modifications to the site plan such as changes in access, building locations, or Density shall be reviewed by the Planning Commission for consistency with the conceptually approved site plans reviewed on November 9, 2022.
30. Prior to the issuance of a building permit the applicant shall submit evidence to the City Engineer and Public Utilities Director in accordance with LMC § 15-7.3-6, Water Facilities, confirming that 1) Summit Water has sufficient water supply for domestic water use and fire protection to service the existing and proposed development; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development has agreed to service the site. The burden is upon the applicant to submit responsive information regarding LMC 15-7.3-6.
31. If any phases of the project are not issued building permits within 6 years of the issuance of the first building permit, the applicant shall be required to return to the Planning Commission to re-permit any remaining density prior to the issuance of building permits to ensure that the remaining development is still in the best interest of the City and immediate neighborhood.
32. A Plat Note shall indicate that 3891 Kearns Boulevard, Lot 1B, is subject to Ordinance 2022-47.

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

PASSED AND ADOPTED this 15th day of December, 2022.

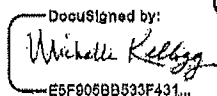
PARK CITY MUNICIPAL CORPORATION

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MAYOR

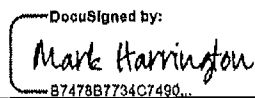
ATTEST:



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City Recorder

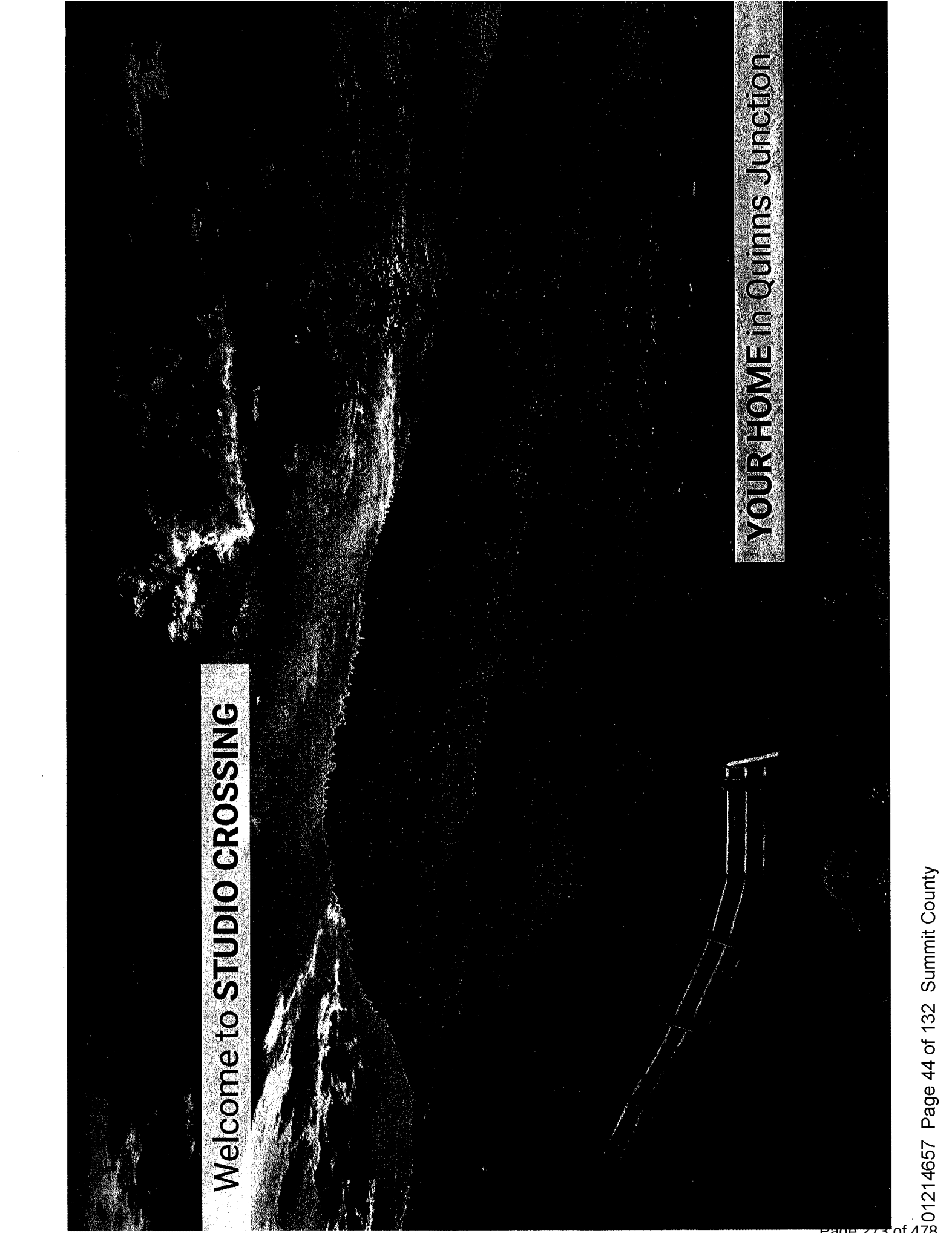
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City Attorney's Office

Attachment 1 – Conceptually Approved MPD Site Plans

Exhibit F



Welcome to STUDIO CROSSING

YOUR HOME in Quinns Junction

NEWPARK

A thriving mixed use development that is home to various dining, shopping, and community events. 122,303 square feet of prime retail with Best Buy as its anchor tenant.

THE COMMONS

Over 22,000 sq ft of street level commercial space with generous outdoor seating. 38 affordable for rent apartments on the 2nd and 3rd floors with a mix of Studios, 1 Bedroom, 2 Bedroom, and 3 Bedroom units.

THE TERRACES

One of Park City areas fastest selling project of its size. 60-unit, 72,647 square feet, family oriented condo development.

UTAH FILM STUDIOS

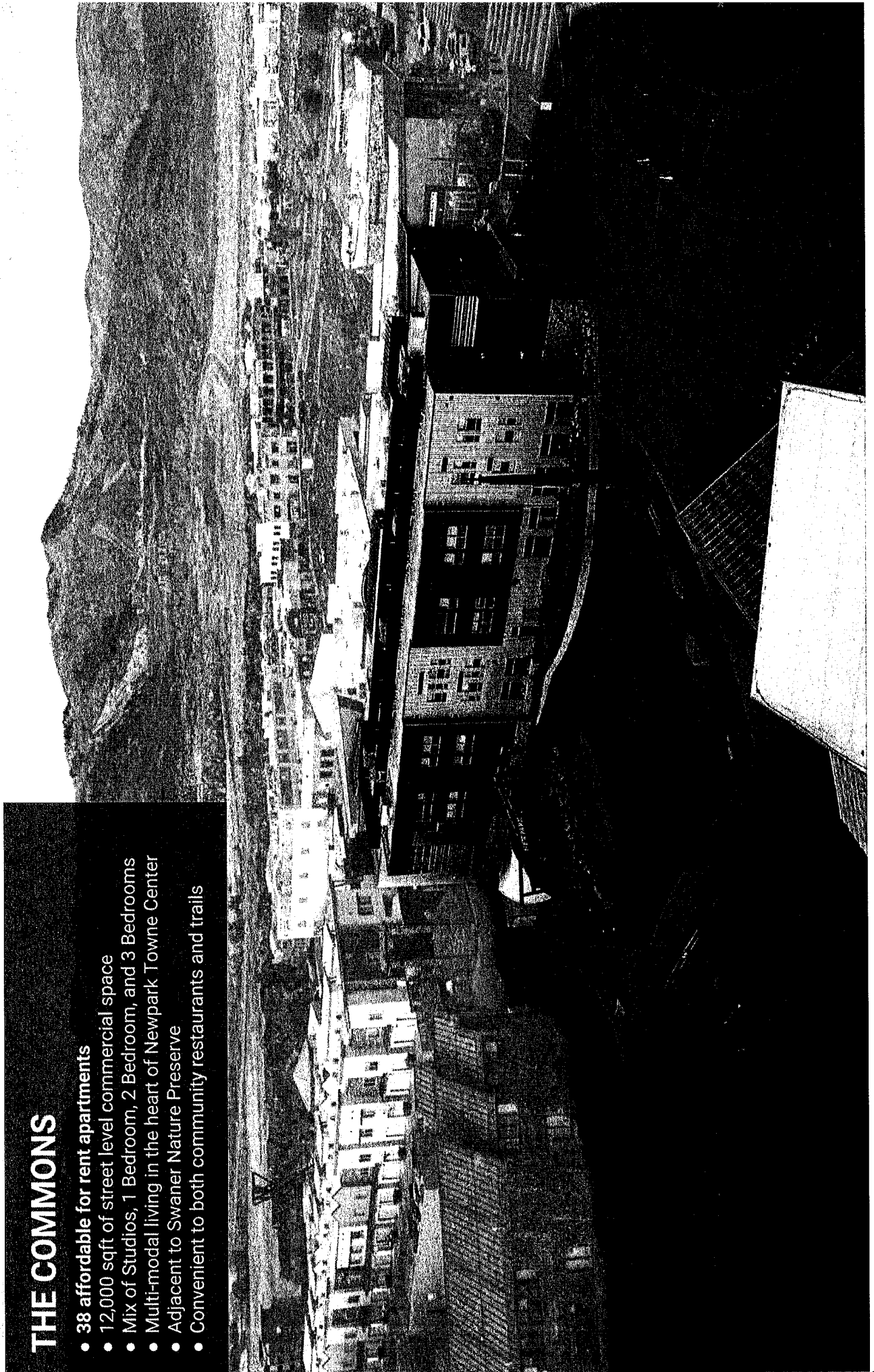
State of the art film studio that rivals any facility worldwide. Approximately 100,000 square feet. Utah Film Studios is comprised of: production offices, a mill, and three 15,000 square foot sound stages.



**Local Family
Local Developments
Building Communities for all**

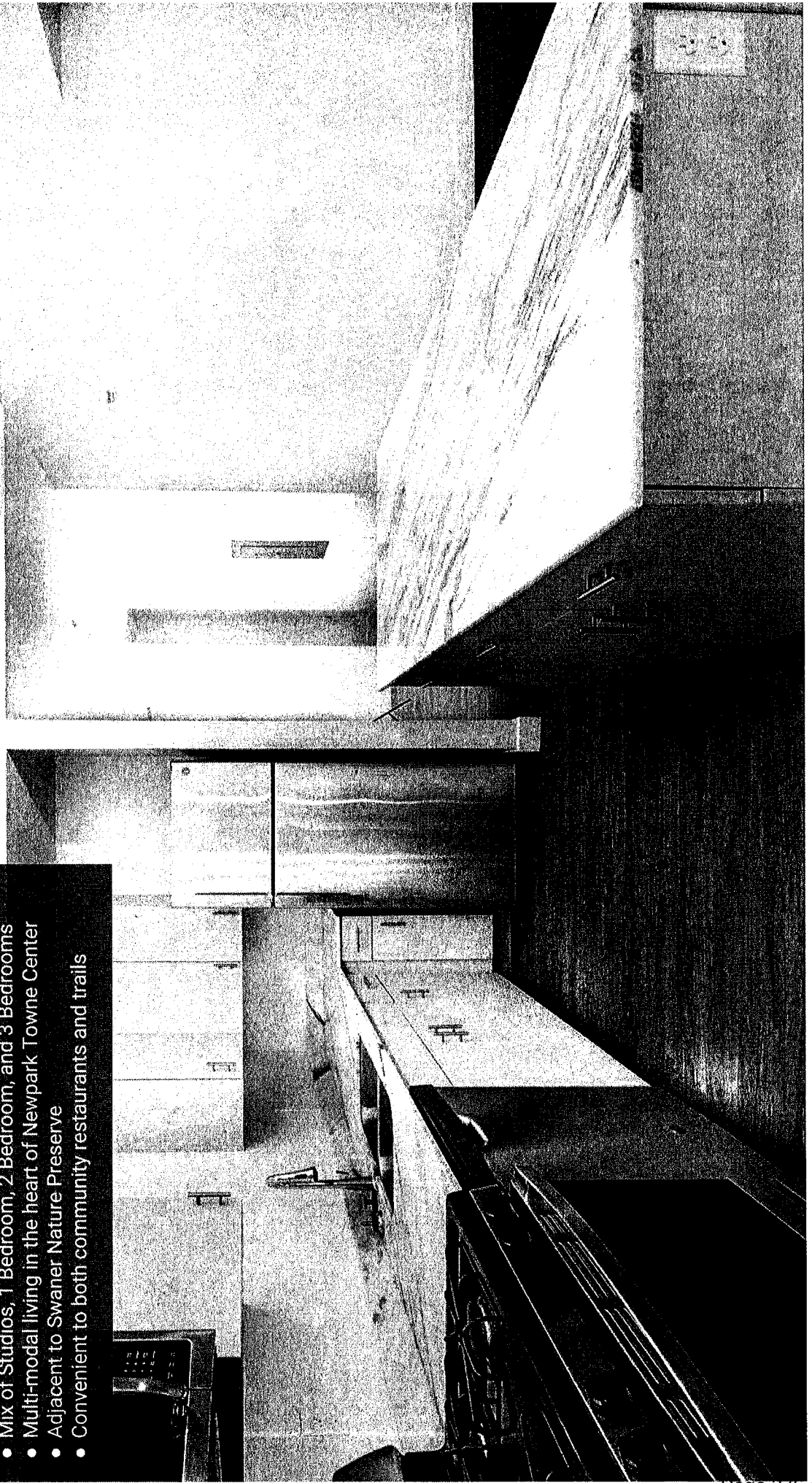
THE COMMONS

- 38 affordable for rent apartments
- 12,000 sqft of street level commercial space
- Mix of Studios, 1 Bedroom, 2 Bedroom, and 3 Bedrooms
- Multi-modal living in the heart of Newpark Towne Center
- Adjacent to Swaner Nature Preserve
- Convenient to both community restaurants and trails



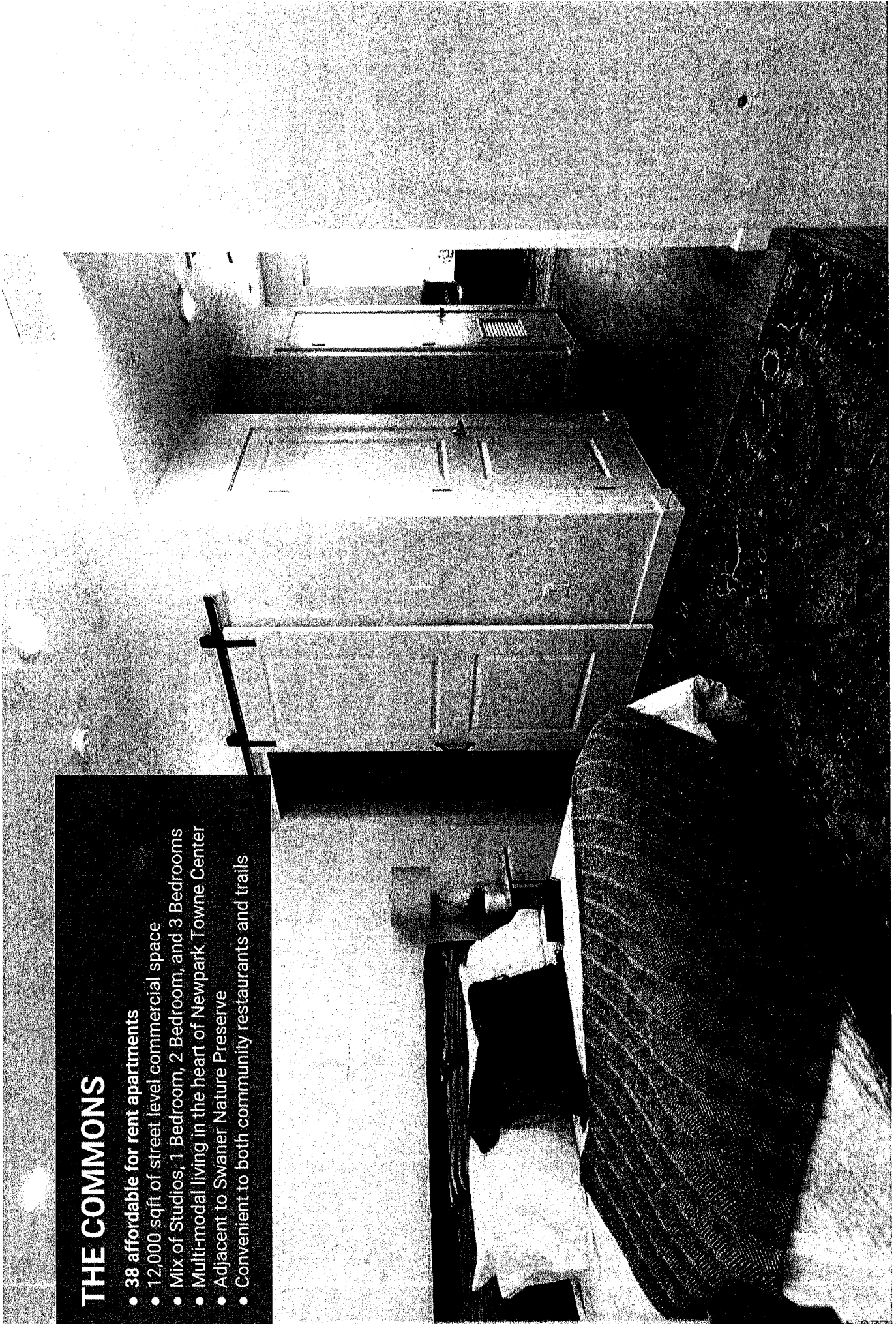
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THE COMMONS

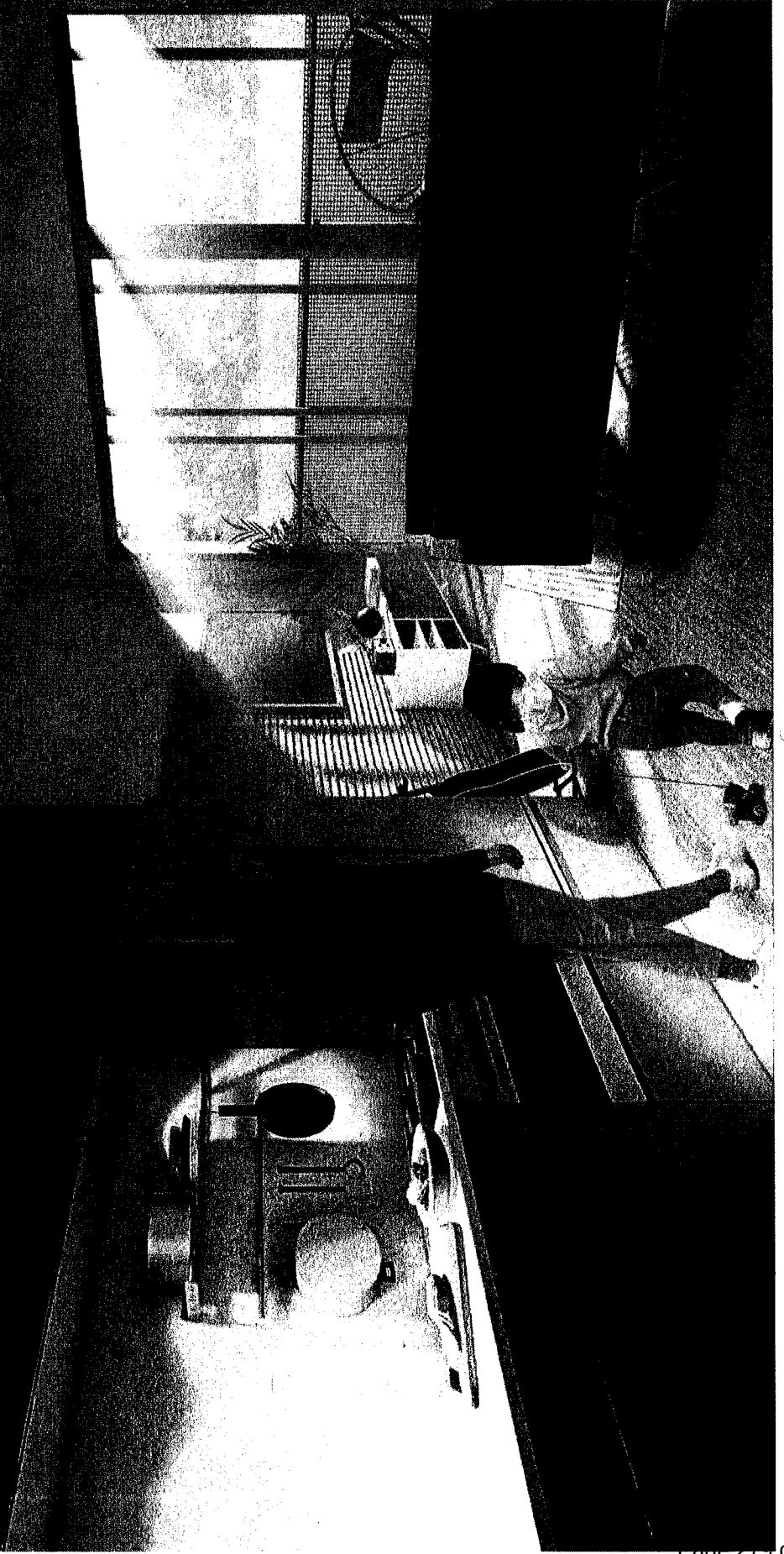
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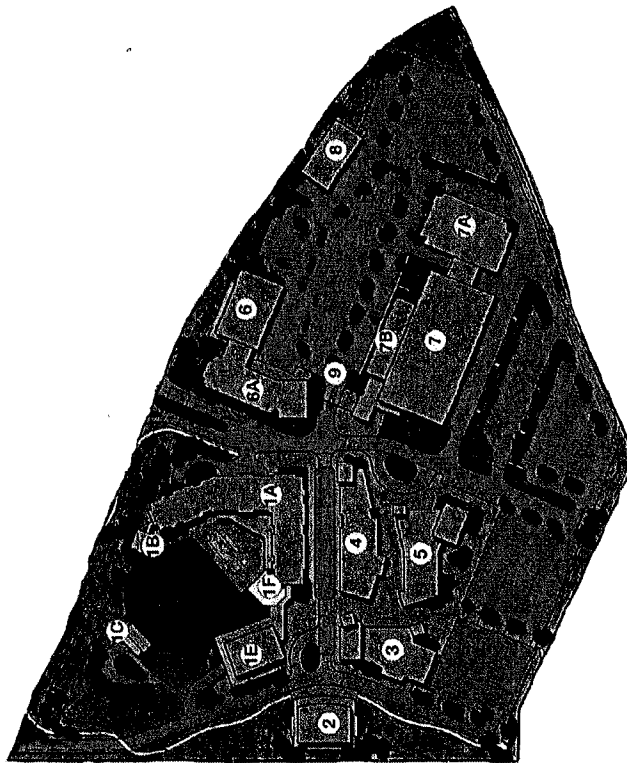
PROPOSED STUDIOS
AFFORDABLE LIVING
STUDIO CROSSINGS
185 QUALITY APARTMENTS



PROPOSED STUDIOS
AFFORDABLE LIVING
STUDIO CROSSINGS
185 QUALITY APARTMENTS

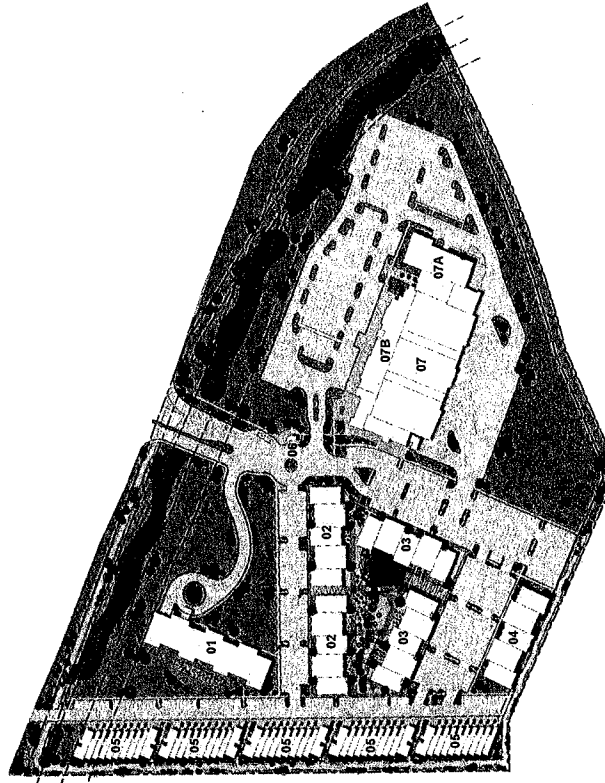


2012 Proposed MPD - Studio Support Commercial



BLDG #	BLDG USE	SQFT	BUILDING HEIGHT
1A	Hotel Lodging (100 keys)	112,000	40'
1B	Recording Studio	2,500	16'
1C	Stage Venue	700	28'
1D	Residence (Omitted)	0	
1E	Grand Ballroom	16,000	28'
1F	Atrium	0	28'
2	Screening Rooms / Theater	15,000	40'
3	Entertainment Venue	14,500	40'
4	Mixed Use	33,350	28'
5	Mixed Use	25,625	28'
6	Sound Effects Stage	15,700	40'
6A	Office	37,200	38'
7	Sound Stages	47,375	60'
7A	Workshop	20,000	28'
7B	Production Support / Offices	24,000	34'
8	Workshop Office	10,000	18'
9	Guard House	50	10'

2022 Proposed MPD - Affordable Community



BLDG #	BLDG USE	SQFT	BUILDING HEIGHT
01	Residential Condo building	60,000	40'
02	Commercial Buildings	15,000 ea / 30,000 Total	25'
03	Mixed Use Affordable Housing	45,000 ea / 90,000 Total	40'
04	Affordable Housing	58,632 sf	45'
05	Market Rate Townhomes	1,500 ea / 82,000 Total	25'
06	Bus Transit Pick Up	0	15'
07	(EXISTING) Sound Stages	47,375	60'
07A	(EXISTING) Workshop	20,000	28'
07B	(EXISTING) Production Support / Offices	24,000	34'

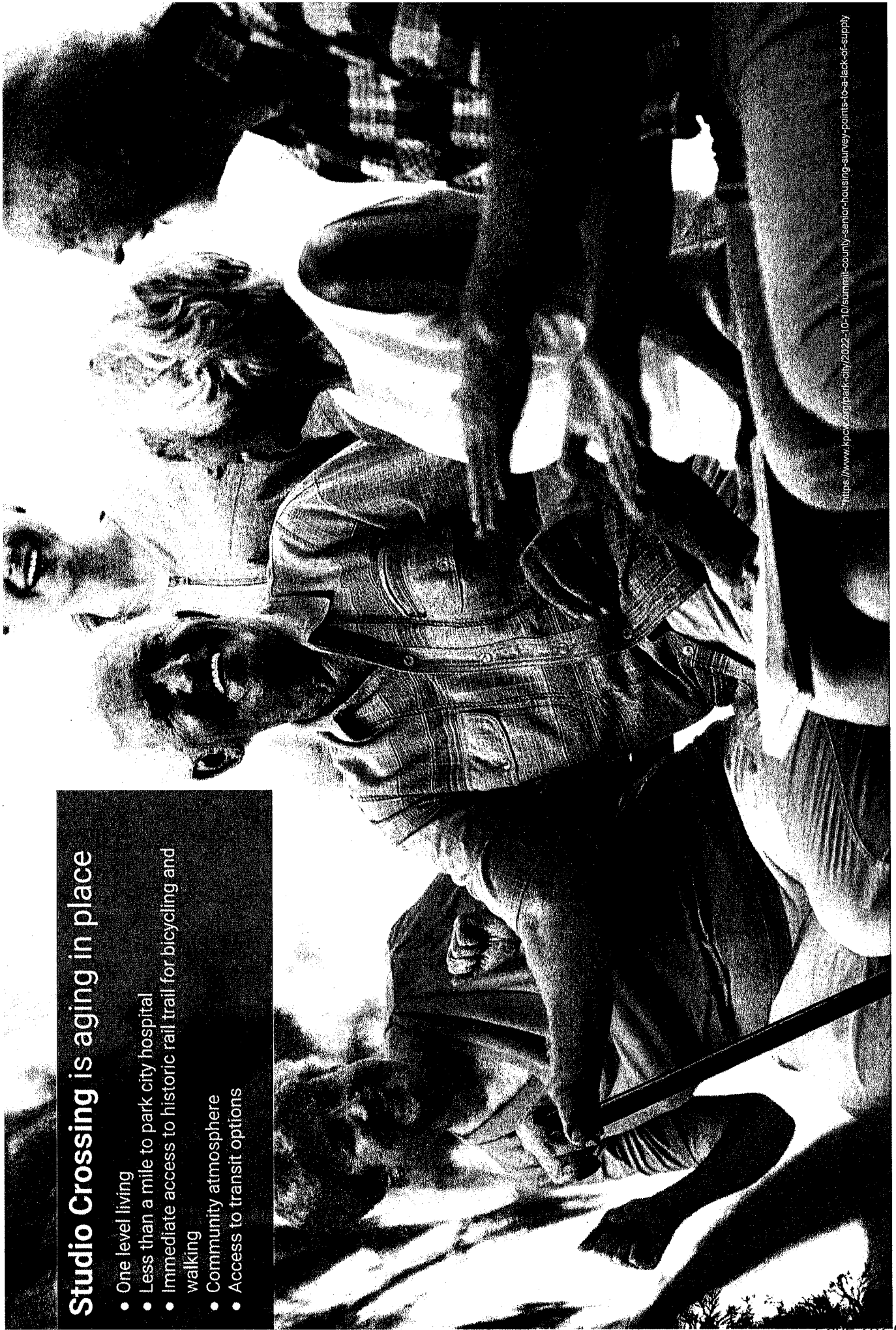
Studio Crossing is Multi-generational

- Adaptive floor plans provide options for guests
- Flexible amenities create spaces for activity and play
- On-site shopping and dining
- Diverse housing options for families
- Mixed age community



Studio Crossing is aging in place

- One level living
- Less than a mile to park city hospital
- Immediate access to historic rail trail for bicycling and walking
- Community atmosphere
- Access to transit options

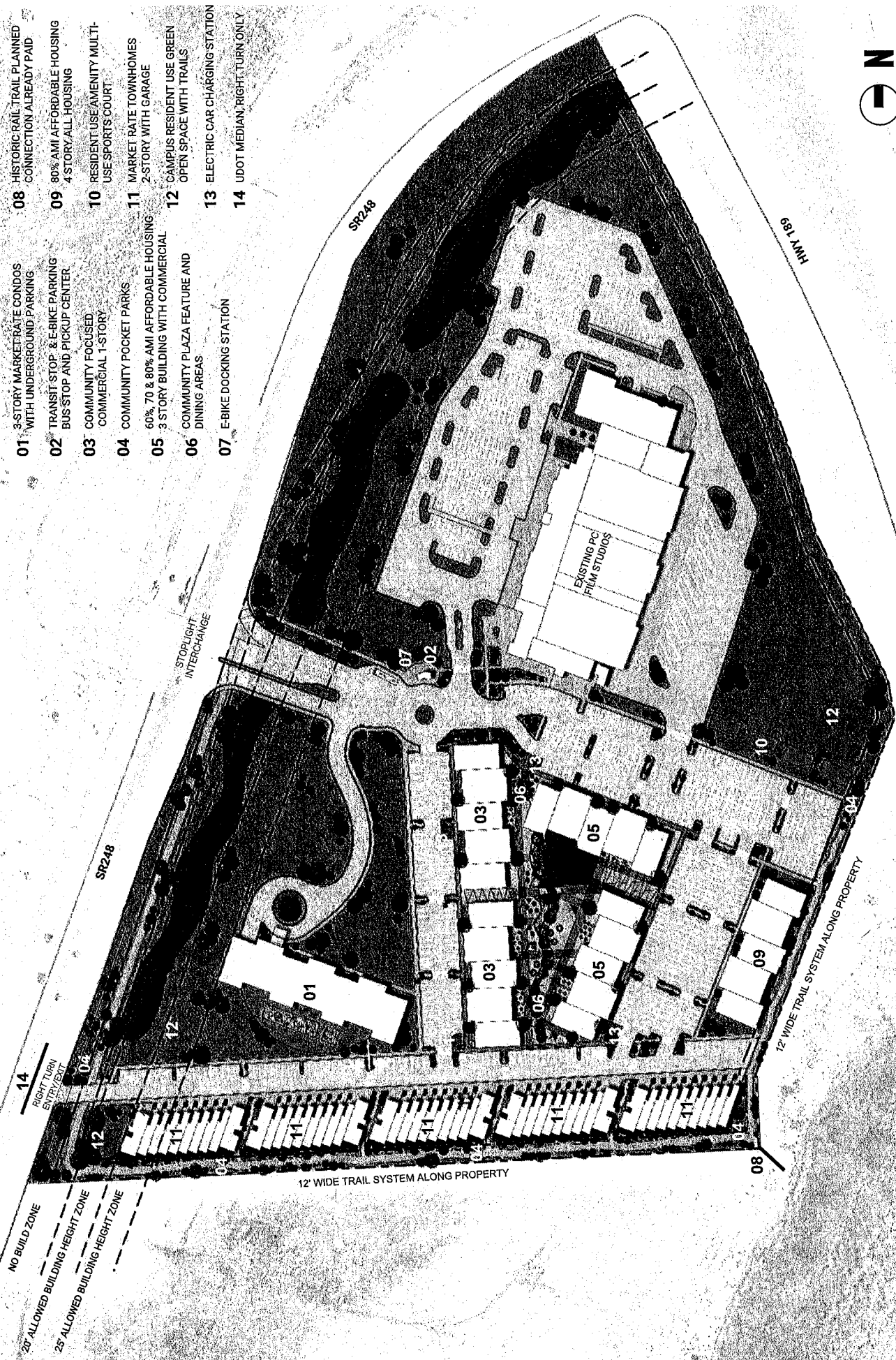


<https://www.kpcv.org/park-city/2022-10-10/summit-county-senior-housing-survey-points-to-a-lack-of-supply>

PLANNING COMMISSION COMMENTS (08/10)	WE LISTENED, UPDATES TO DESIGN (10/26)
01. Protect the EPOC Zone, no exceptions	Building heights and locations have been lowered and shifted to be compliant with the Entry Protection Overlay Corridor Zone
02. Not in favor of height exceptions for buildings (48' original design)	Building heights have been lowered, (1) at 45' (3) at 40' (52) at 25'
03. UDOT coordination of SW Entry/Exit	Met with UDOT 8/31, no issues with proposed design, UDOT prefers median curb in lieu of original porkchop design, next meeting October 04 setup for engineering review
04. More information on the community amenities	10 Amenities highlighted and analyzed in presentation
05. Narrow down allowed commercial uses, more community focused	Community Commercial has been further refined and narrowed down to focus on small scale community benefit
06. Shared parking study needed	Original and shared parking study included in Planning packet, our parking count is succinctly in between code requirements and shared parking study
07. Would you consider less than 80% AMI, especially for the single income households?	Our team met with Jason Gidden and Housing team and revised AMI 60%, 70%, 80% (STUDIOS RENTED (20 UNITS) AT 60% AMI AND (60) AT 70% AMI)
08. Can you provide more information on sustainability?	5 Different sustainable organizations studied through 6 divisions, findings and proposed sustainability objectives (LEED, USGBC, PASSIVE, ETC)
09. More Rail Trail connection information	Our team met with Heinrich Deters and Rick Fournier with Mountain Trails Foundation 8/31 and all agree a Rail Trail Connection can be easily be made
10. Concern about the 4 story affordable building blocking the view of the project from the interstate, can we step it down?	Affordable Housing building height lowered, rotated and moved closer to the Plaza in order to promote community connectivity and to hide parking
11. Can you consider deed restrictions on nightly rentals?	Proposed Partnership with Park City for LITE DEED RESTRICTION Affordable housing will require a minimum 6 month lease and qualify Nightly rentals are allowed in the RCO Zone Nightly rental restrictions greatly impact for-sale home ownership Current Entitlement MPD allows 100% nightly rentals

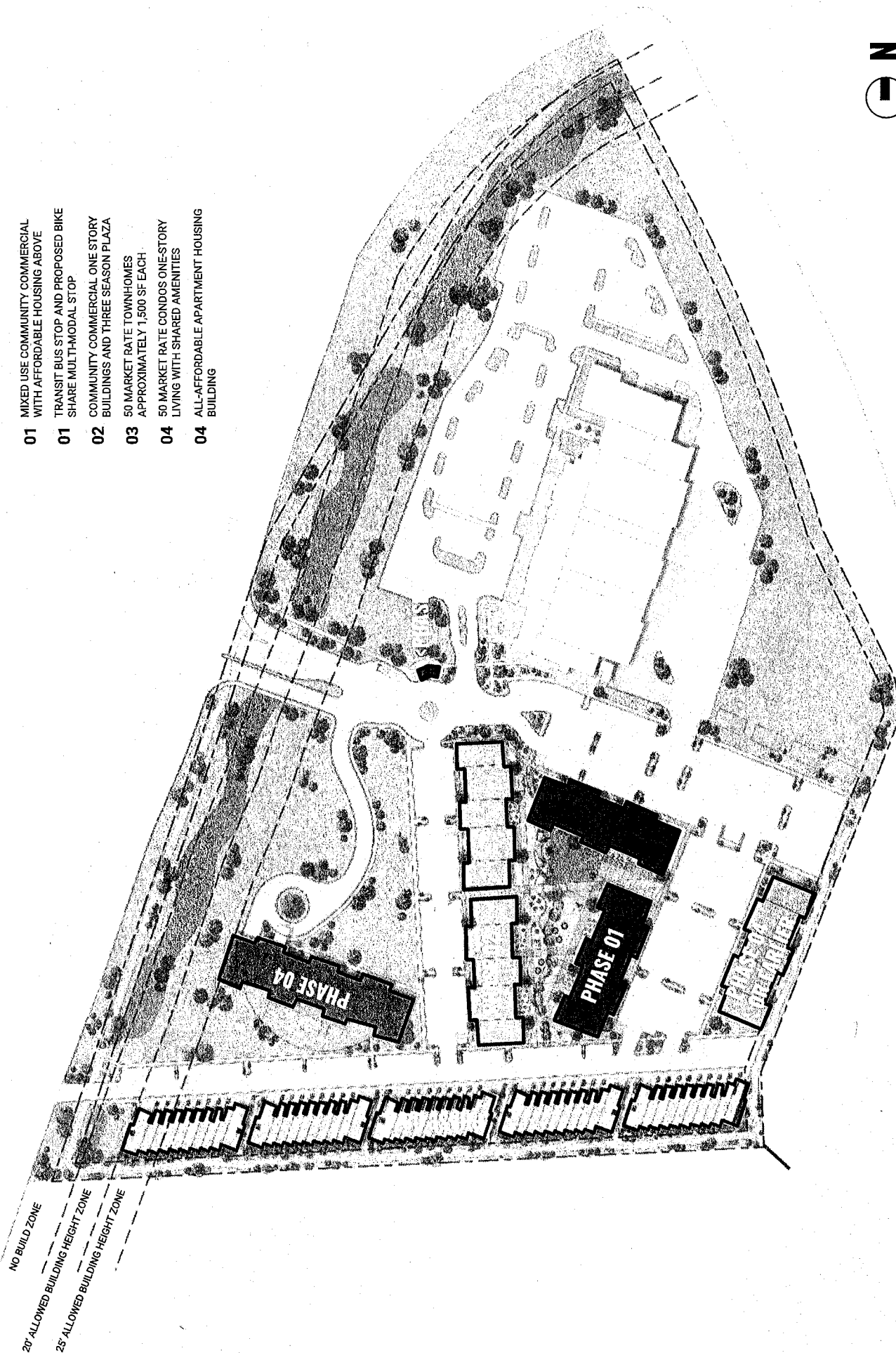
SITE AND BUILDING LEGEND:

- 01 3-STORY MARKET RATE CONDOS WITH UNDERGROUND PARKING
- 02 TRANSIT STOP, & E-BIKE PARKING BUS STOP AND PICKUP CENTER
- 03 COMMUNITY FOCUSED COMMERCIAL 1-STORY
- 04 COMMUNITY POCKET PARKS
- 05 60%, 70 & 80% AMI AFFORDABLE HOUSING 3 STORY BUILDING WITH COMMERCIAL DINING AREAS
- 06 COMMUNITY PLAZA FEATURE AND DINING AREAS
- 07 E-BIKE DOCKING STATION
- 08 HISTORIC RAIL TRAIL PLANNED CONNECTION ALREADY PAID
- 09 80% AMI AFFORDABLE HOUSING 4 STORY ALL HOUSING
- 10 RESIDENT USE AMENITY MULTI-USE SPORTS COURT
- 11 MARKET RATE TOWNHOMES 2-STORY WITH GARAGE
- 12 CAMPUS RESIDENT USE GREEN OPEN SPACE WITH TRAILS
- 13 ELECTRIC CAR CHARGING STATION
- 14 UDOT MEDIAN, RIGHT TURN ONLY



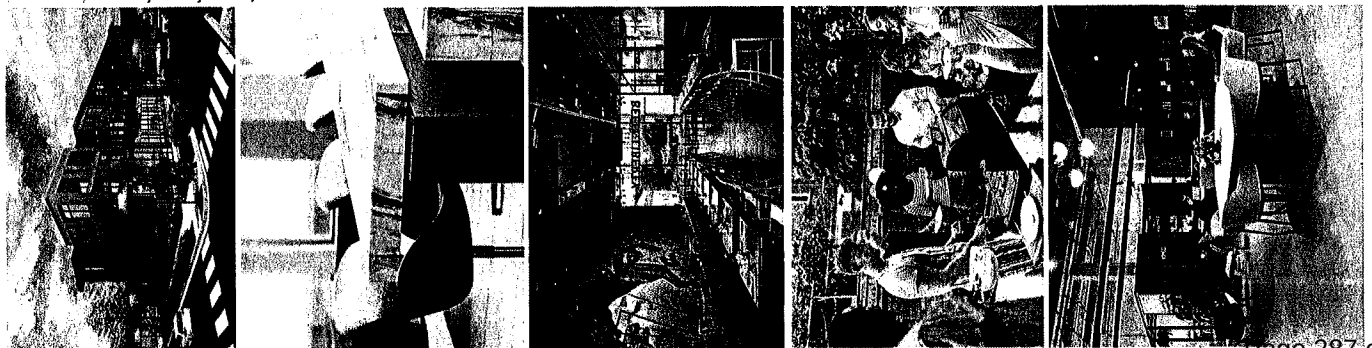
OVERALL PHASING PLAN

- 01 MIXED USE COMMUNITY COMMERCIAL WITH AFFORDABLE HOUSING ABOVE
- 01 TRANSIT BUS STOP AND PROPOSED BIKE SHARE MULTIMODAL STOP
- 02 COMMUNITY COMMERCIAL ONE STORY BUILDINGS AND THREE SEASON PLAZA
- 03 50 MARKET RATE TOWNHOMES APPROXIMATELY 1,500 SF EACH
- 04 50 MARKET RATE CONDOS ONE STORY LIVING WITH SHARED AMENITIES
- 04 ALL-AFFORDABLE APARTMENT HOUSING BUILDING



PHASE 01: MIXED USE AFFORDABLE HOUSING





PHASE 01: MIXED-USE AFFORDABLE HOUSING

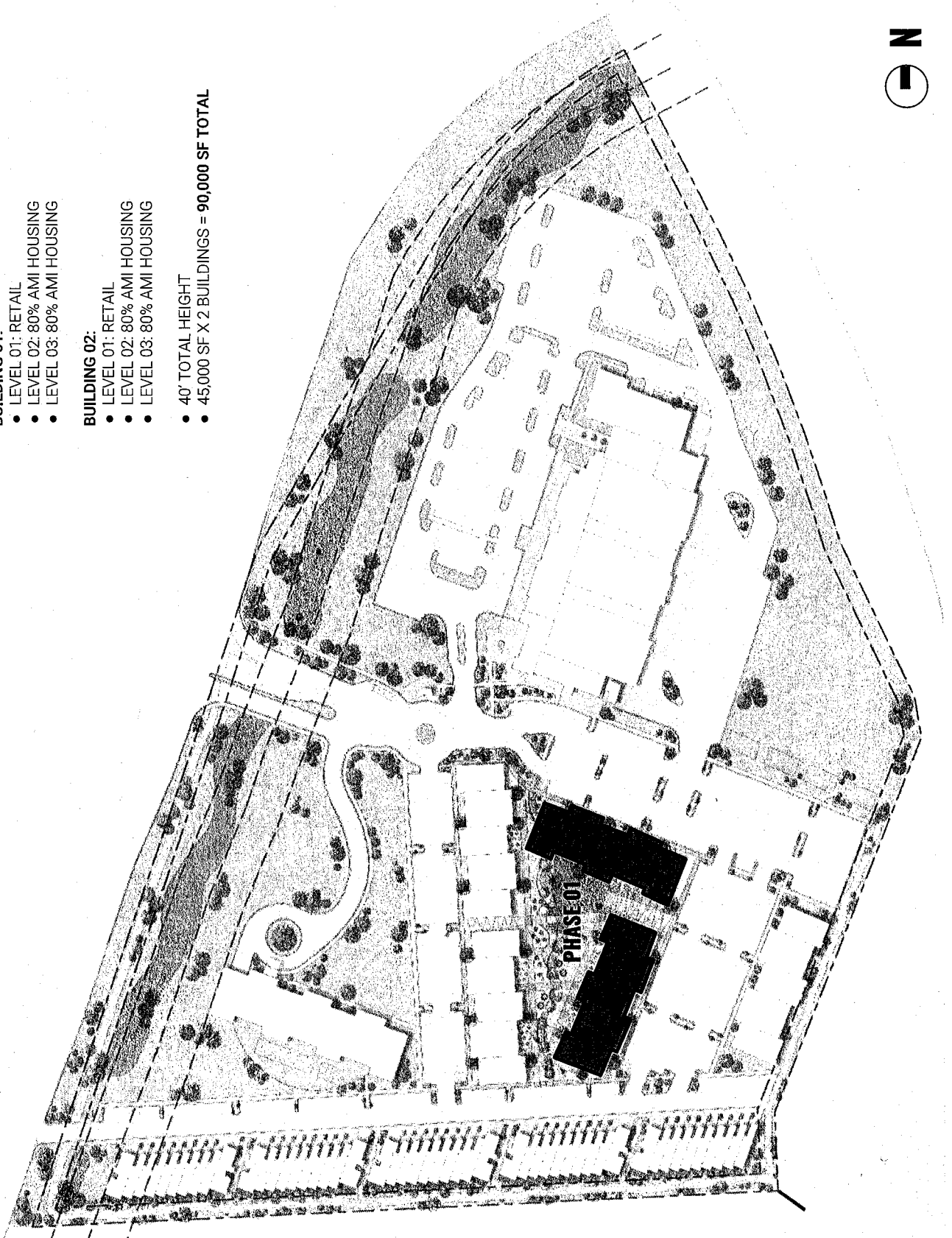
BUILDING 01:

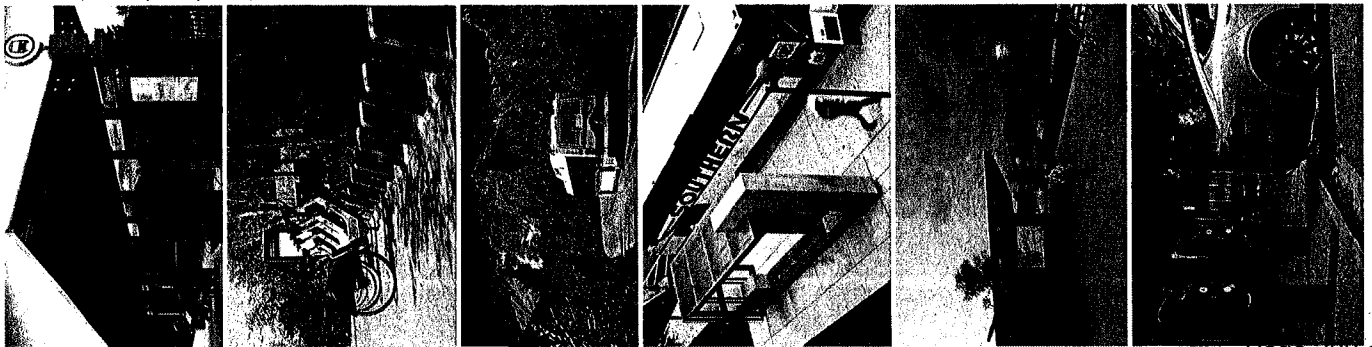
- LEVEL 01: RETAIL
- LEVEL 02: 80% AMI HOUSING
- LEVEL 03: 80% AMI HOUSING

BUILDING 02:

- LEVEL 01: RETAIL
- LEVEL 02: 80% AMI HOUSING
- LEVEL 03: 80% AMI HOUSING

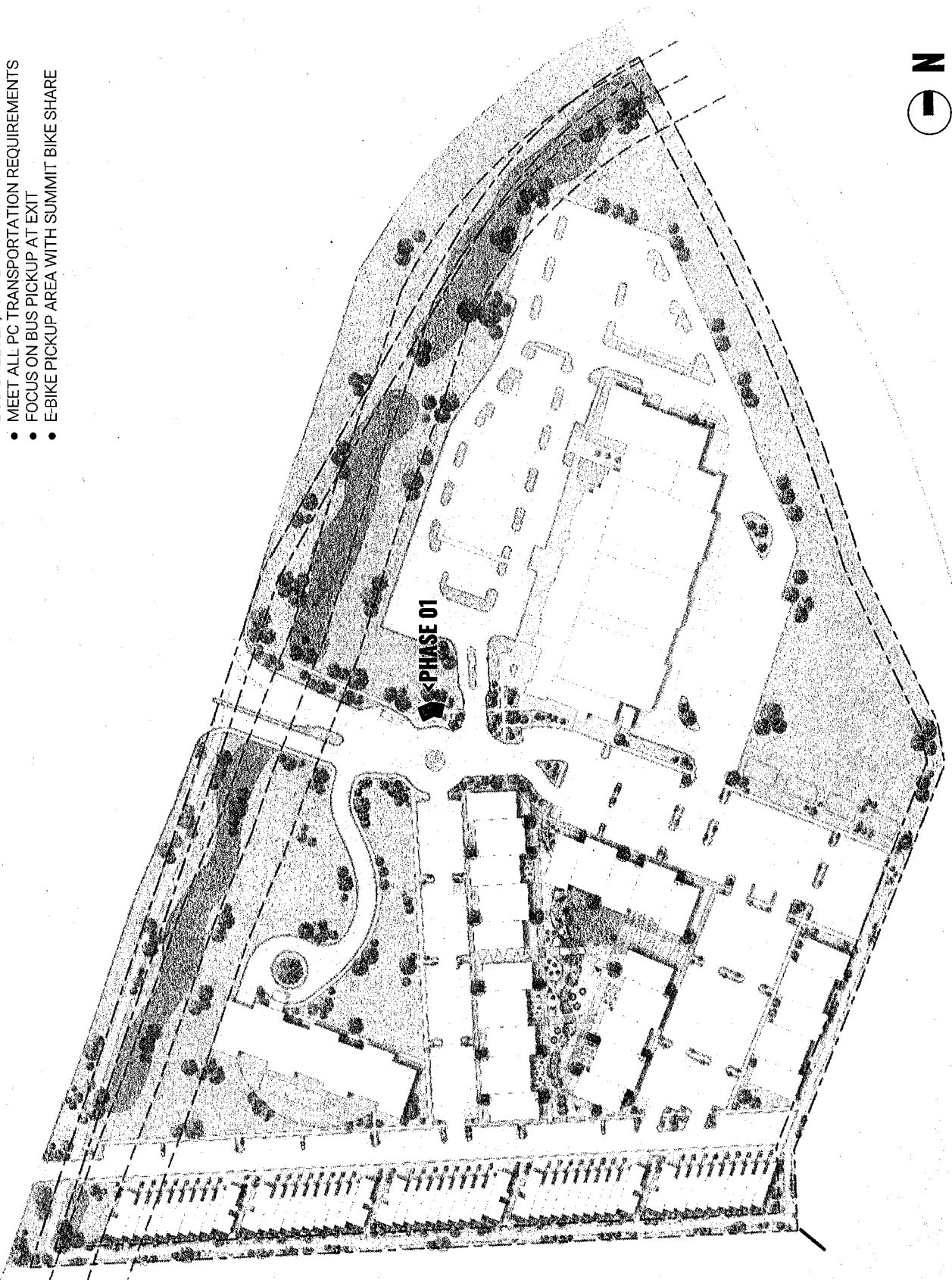
- 40' TOTAL HEIGHT
- 45,000 SF X 2 BUILDINGS = 90,000 SF TOTAL





PHASE 01: TRANSIT STOP / BUS STOP

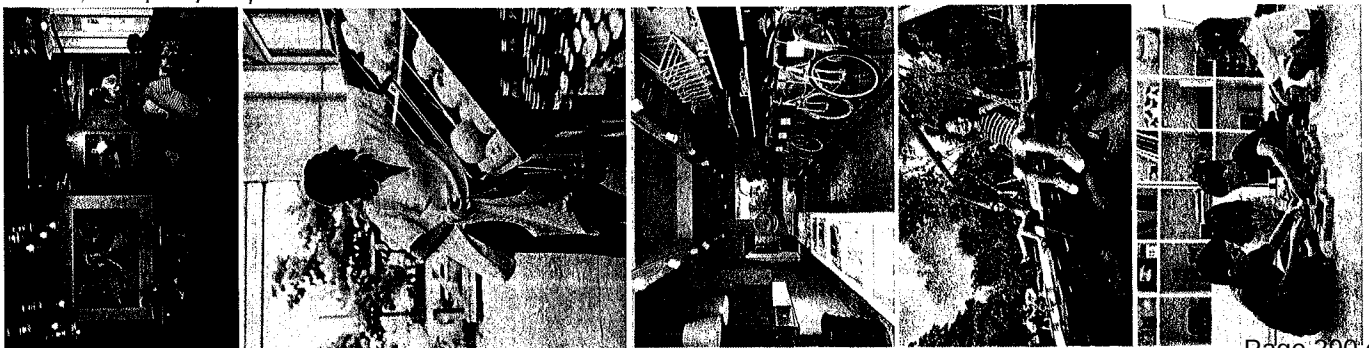
- BUS SHELTER, FINAL LOCATION TBD WITH PLANNING
- MEET ALL PC TRANSPORTATION REQUIREMENTS
- FOCUS ON BUS PICKUP AT EXIT
- E-BIKE PICKUP AREA WITH SUMMIT BIKE SHARE



PHASE 02: COMMUNITY FOCUSED COMMERCIAL

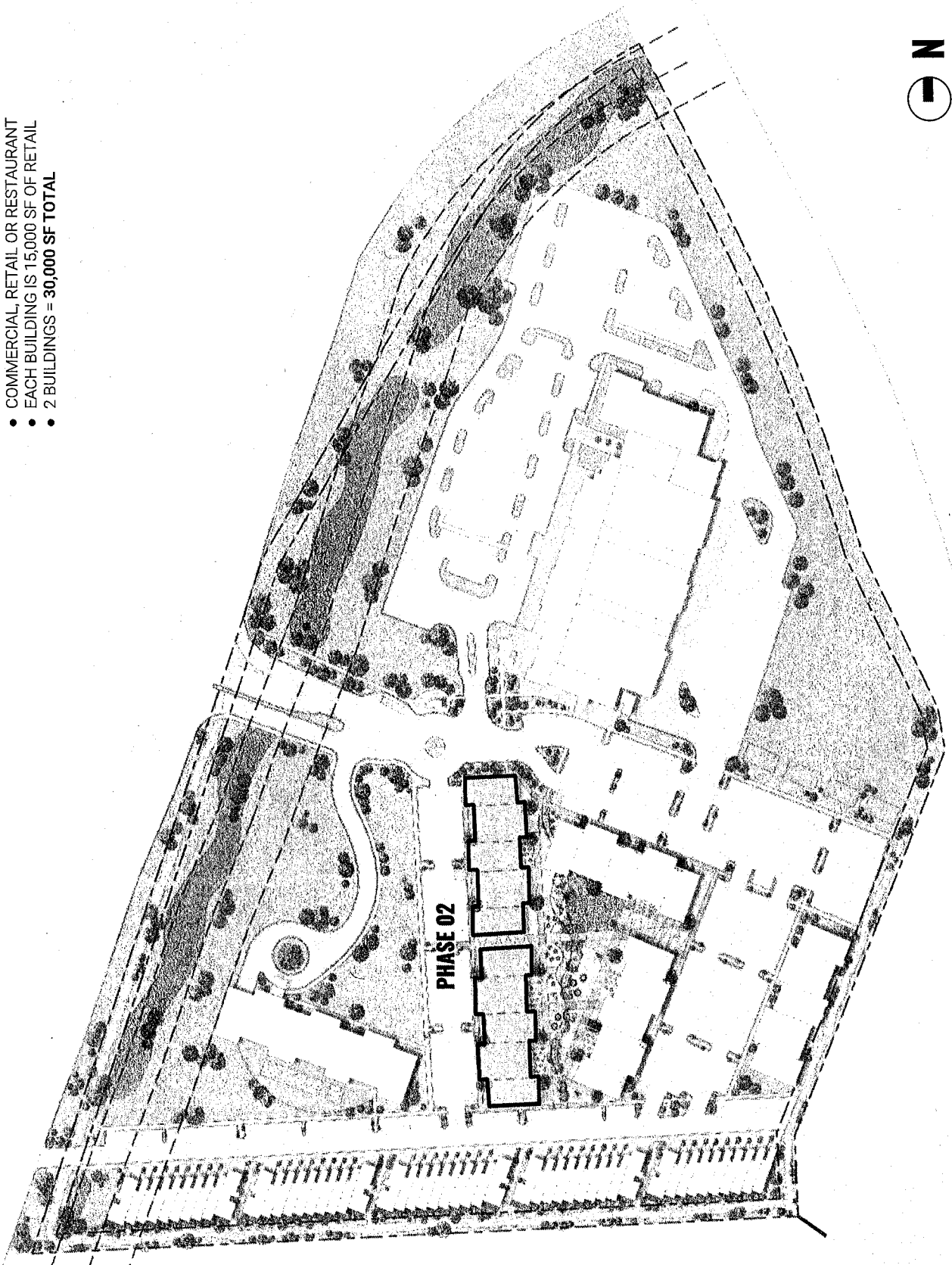


SPECIALS	
STIR-FRY + RICE	NOODLES AND CHICKEN
SALMON	SALAD + AVO
ROAST VEGETABLES SALAD	+ ROAST PORK CHINESE, ROAST PEANUT SESAME BEANS + RICE
BEAN STEW	GREEN BEANS + VEGIE SOUP
PEANUT CHICKEN	SALAD



PHASE 02 INFORMATION:

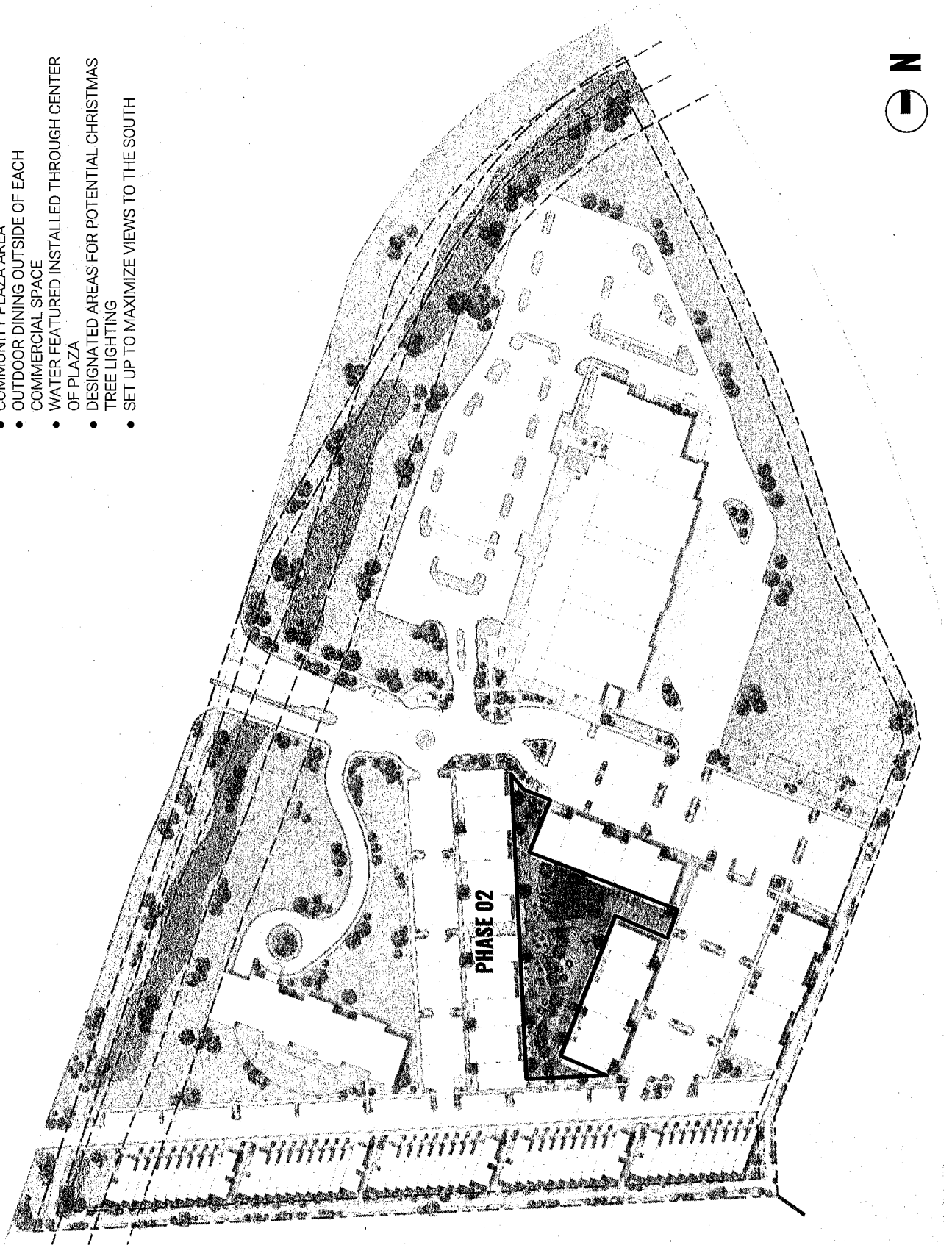
- COMMUNITY FOCUSED SMALL SCALE
- COMMERCIAL, RETAIL OR RESTAURANT
- EACH BUILDING IS 15,000 SF OF RETAIL
- 2 BUILDINGS = 30,000 SF TOTAL

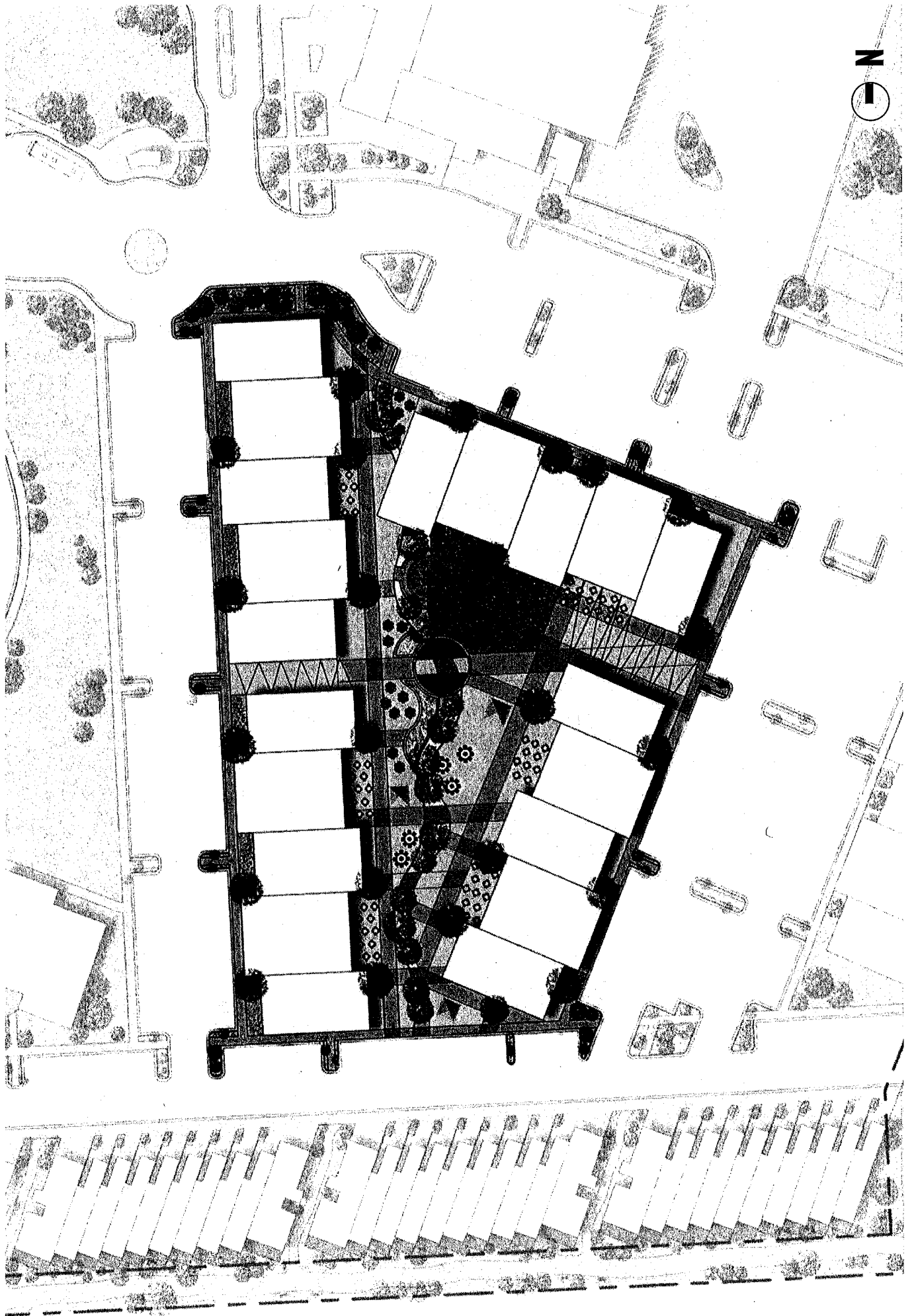




PHASE 02 INFORMATION:

- COMMUNITY PLAZA AREA
- OUTDOOR DINING OUTSIDE OF EACH COMMERCIAL SPACE
- WATER FEATURED INSTALLED THROUGH CENTER OF PLAZA
- DESIGNATED AREAS FOR POTENTIAL CHRISTMAS TREE LIGHTING
- SET UP TO MAXIMIZE VIEWS TO THE SOUTH





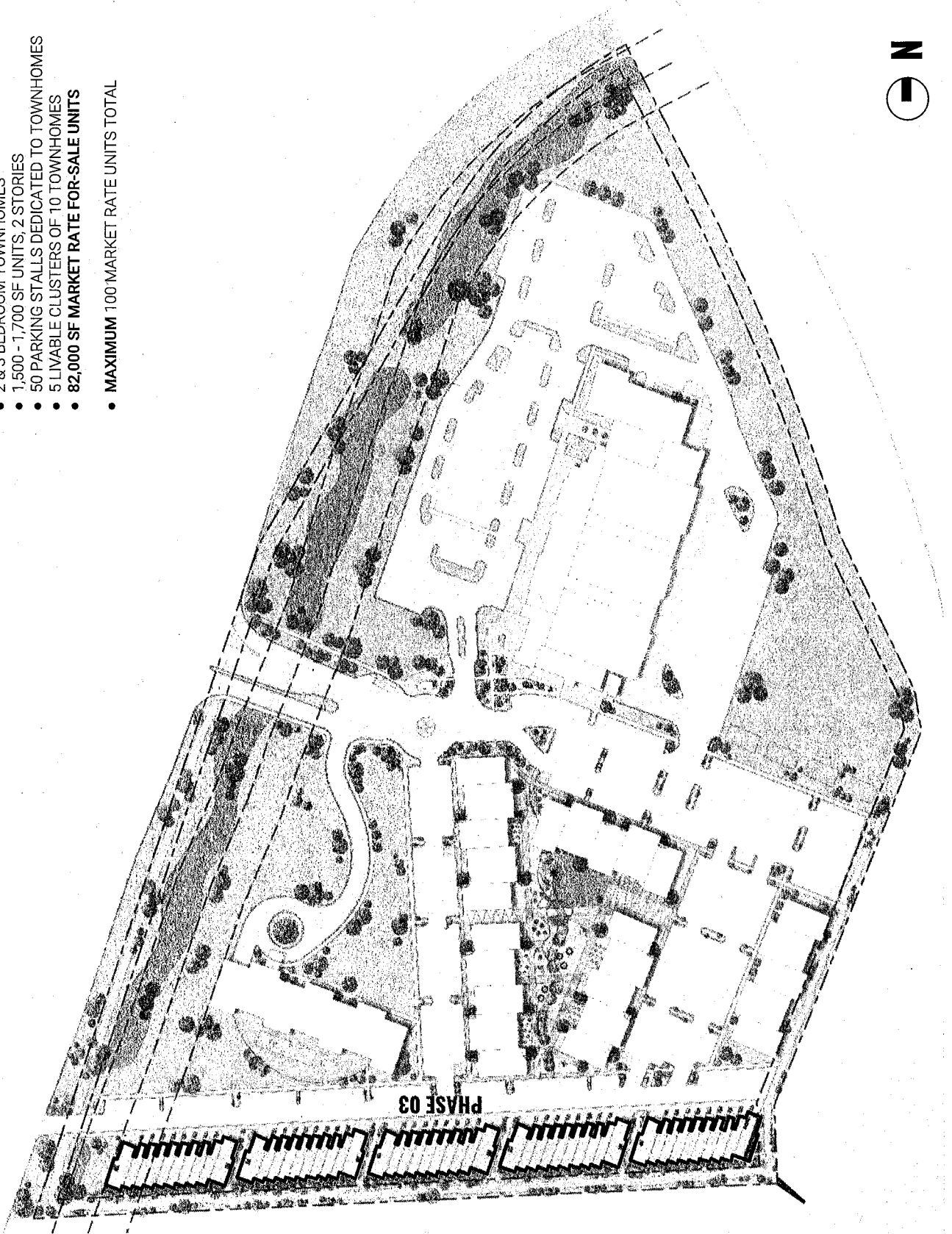
PHASE 03: MARKET RATE TOWNHOMES





PHASE INFORMATION FOR APPROX 50 BUILDINGS:

- 2 & 3 BEDROOM TOWNHOMES
- 1,500 - 1,700 SF UNITS, 2 STORIES
- 50 PARKING STALLS DEDICATED TO TOWNHOMES
- 5 LIVABLE CLUSTERS OF 10 TOWNHOMES
- 82,000 SF MARKET RATE FOR-SALE UNITS
- MAXIMUM 100 MARKET RATE UNITS TOTAL

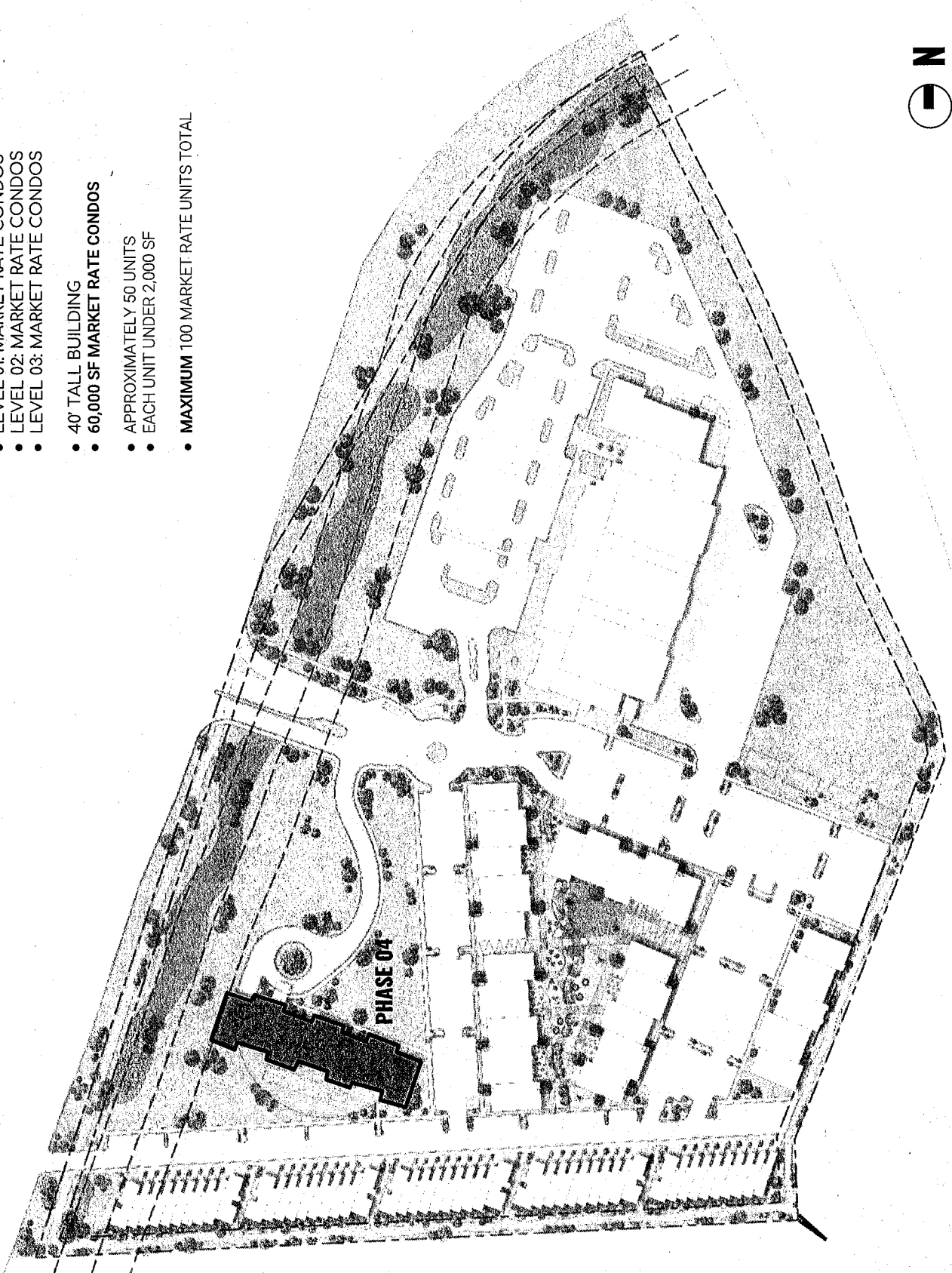


PHASE 03: MARKET RATE CONDOS

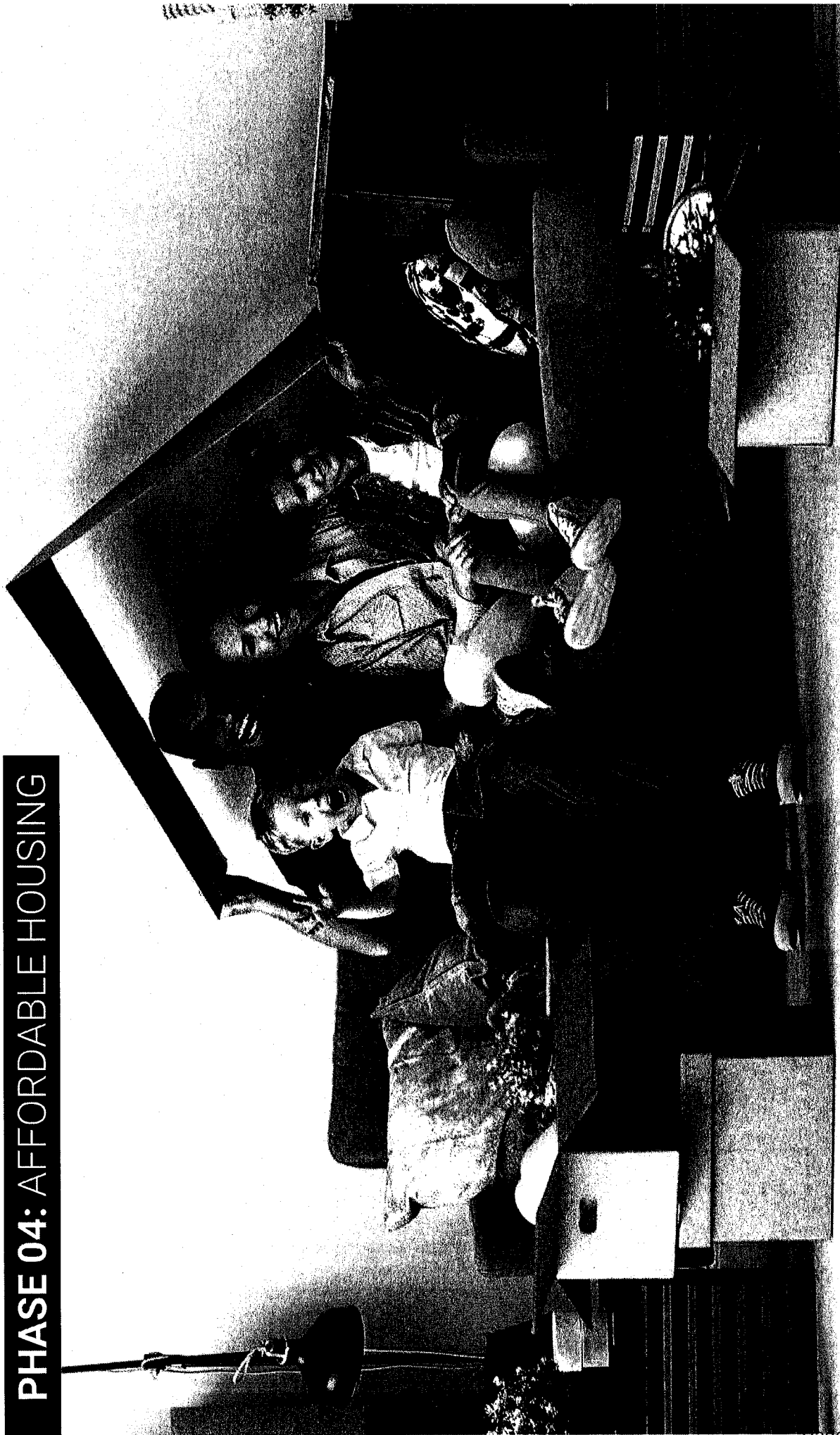


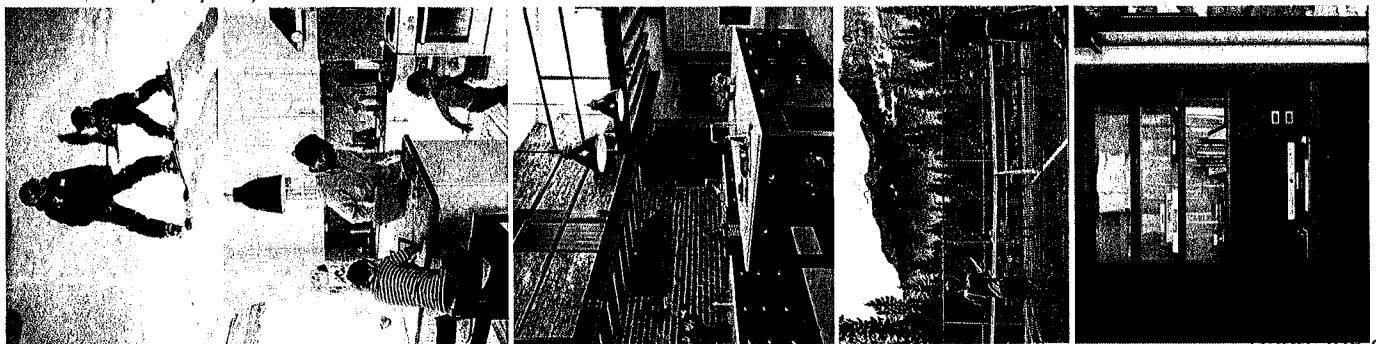
PHASE INFORMATION FOR 1 BUILDING:

- LEVEL 01: MARKET RATE CONDOS
- LEVEL 02: MARKET RATE CONDOS
- LEVEL 03: MARKET RATE CONDOS
- 40' TALL BUILDING
- 60,000 SF MARKET RATE CONDOS
- APPROXIMATELY 50 UNITS
- EACH UNIT UNDER 2,000 SF
- MAXIMUM 100 MARKET RATE UNITS TOTAL



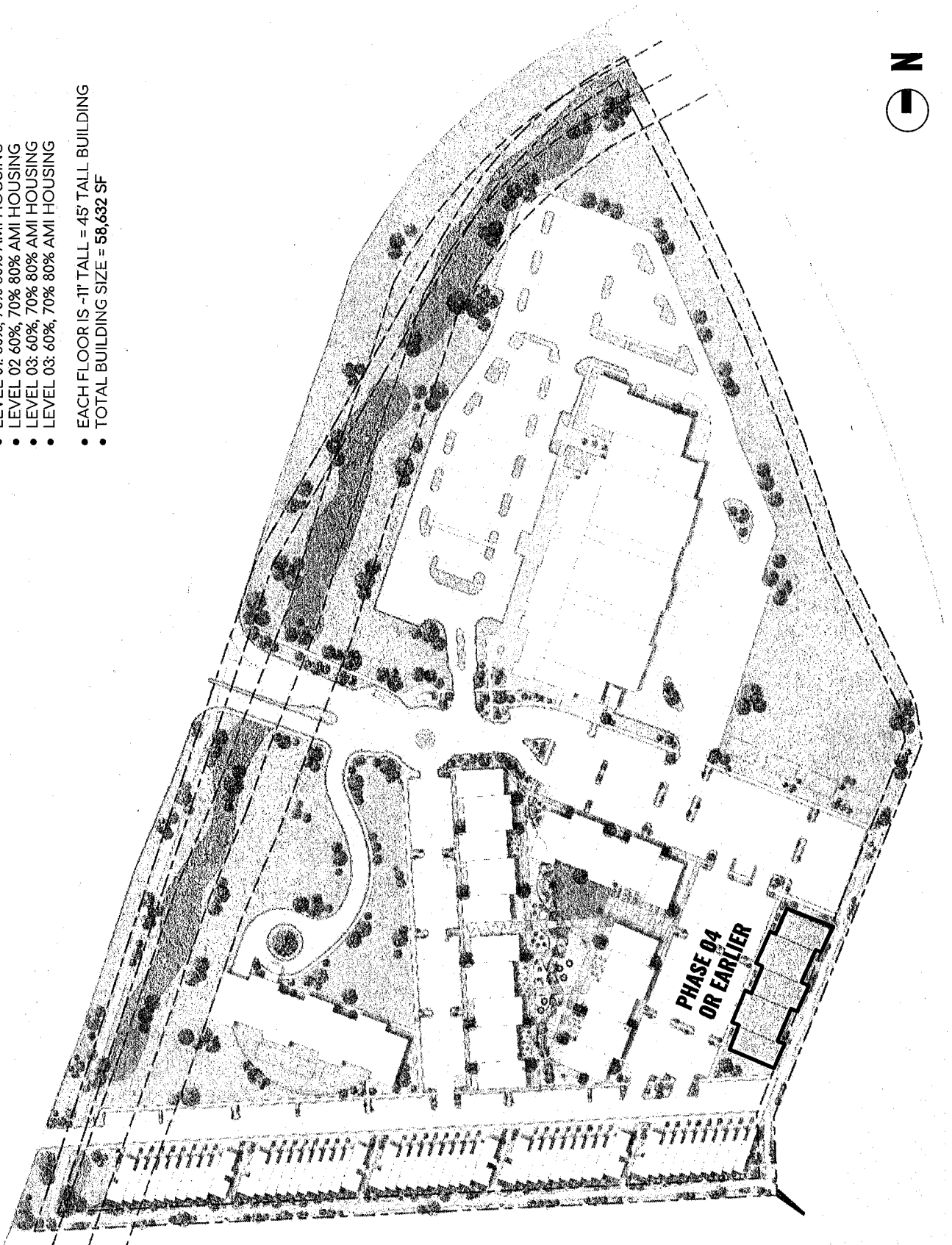
PHASE 04: AFFORDABLE HOUSING





PHASE INFORMATION FOR 1 BUILDING:

- LEVEL 01: 60%, 70% 80% AMI HOUSING
- LEVEL 02: 60%, 70% 80% AMI HOUSING
- LEVEL 03: 60%, 70% 80% AMI HOUSING
- LEVEL 04: 60%, 70% 80% AMI HOUSING
- EACH FLOOR IS -11' TALL = 45' TALL BUILDING
- TOTAL BUILDING SIZE = 58,632 SF



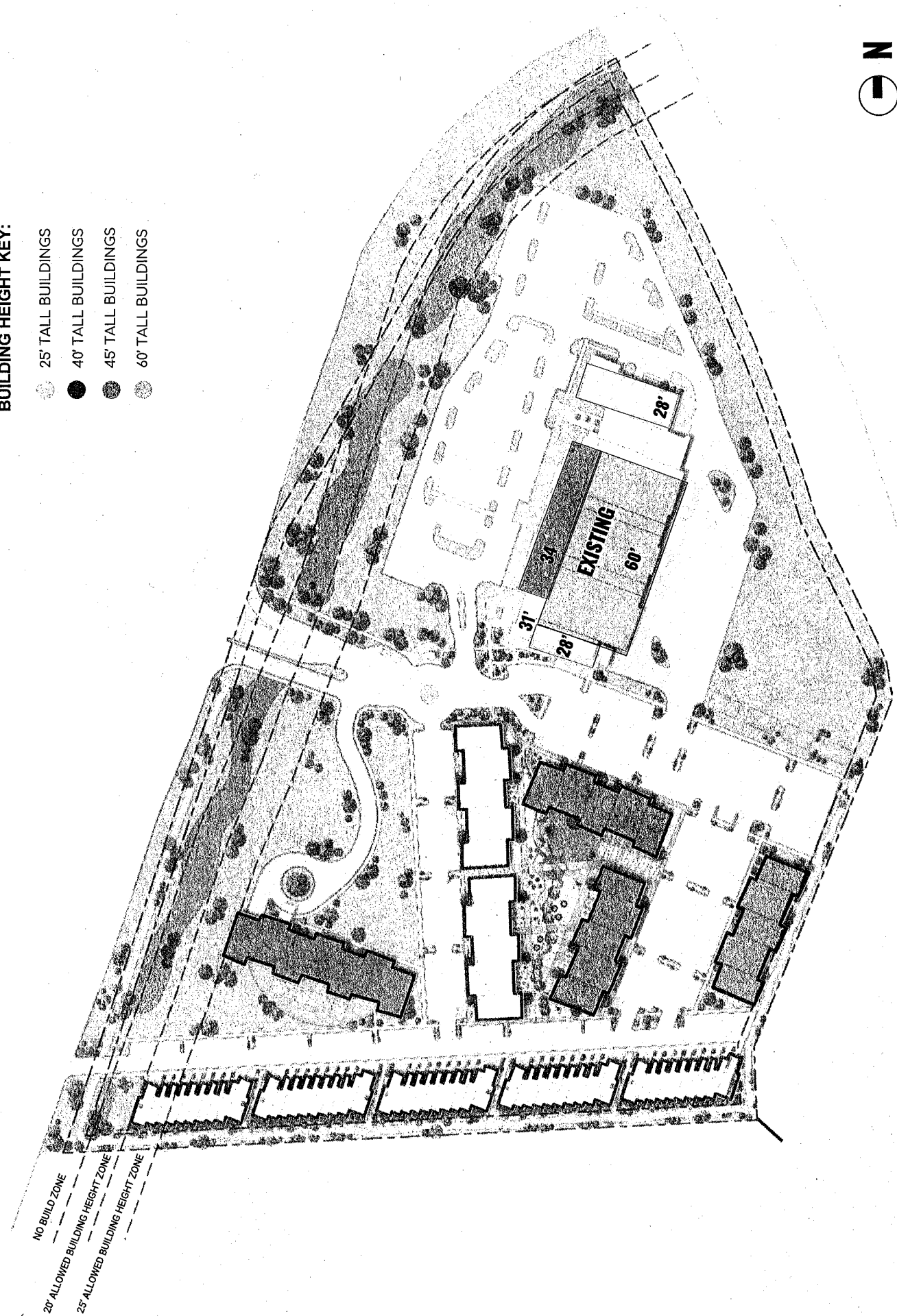
BUILDING HEIGHT KEY:

- 25' TALL BUILDINGS
- 40' TALL BUILDINGS
- 45' TALL BUILDINGS
- 60' TALL BUILDINGS

NO BUILD ZONE

20' ALLOWED BUILDING HEIGHT ZONE

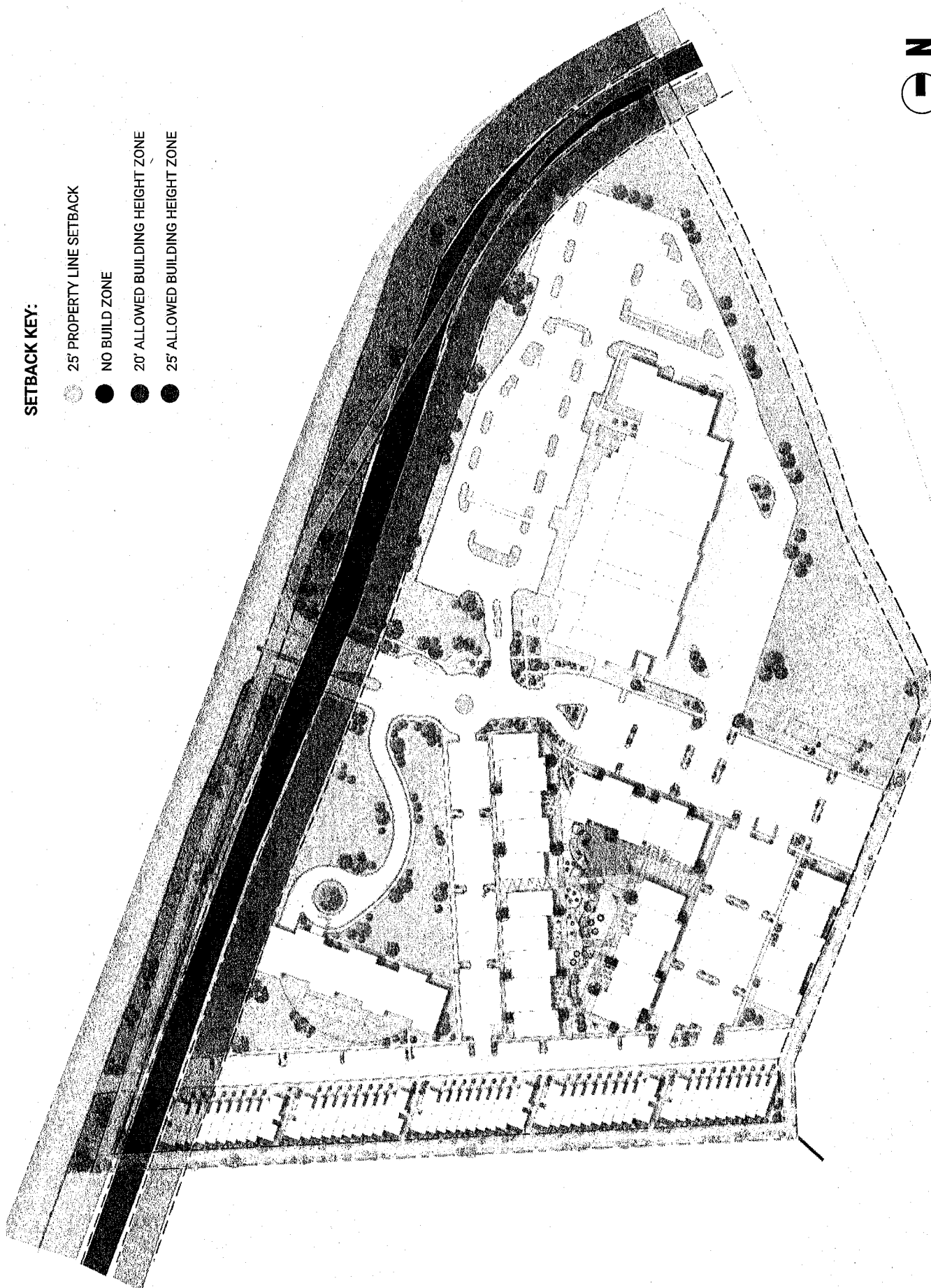
25' ALLOWED BUILDING HEIGHT ZONE

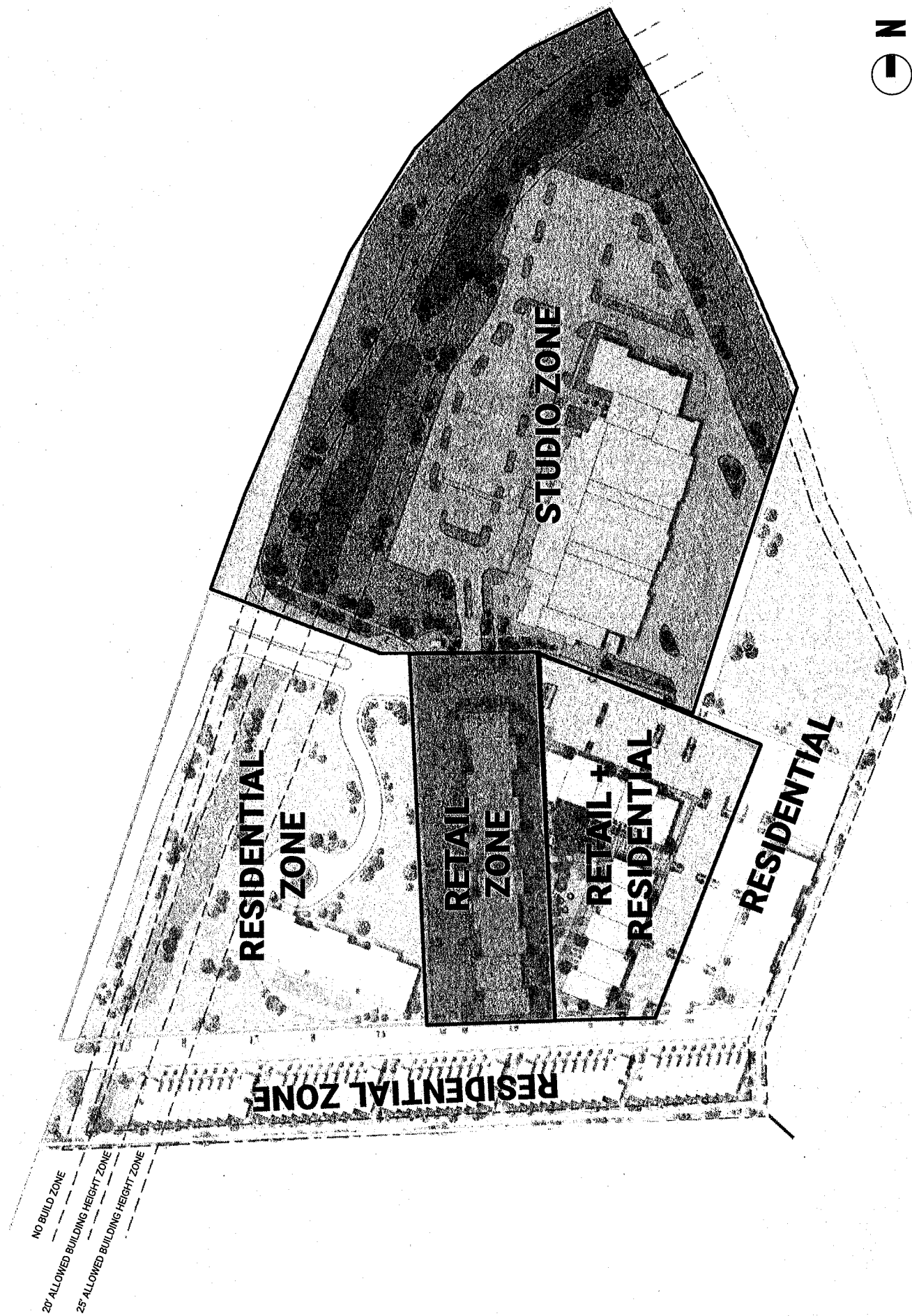




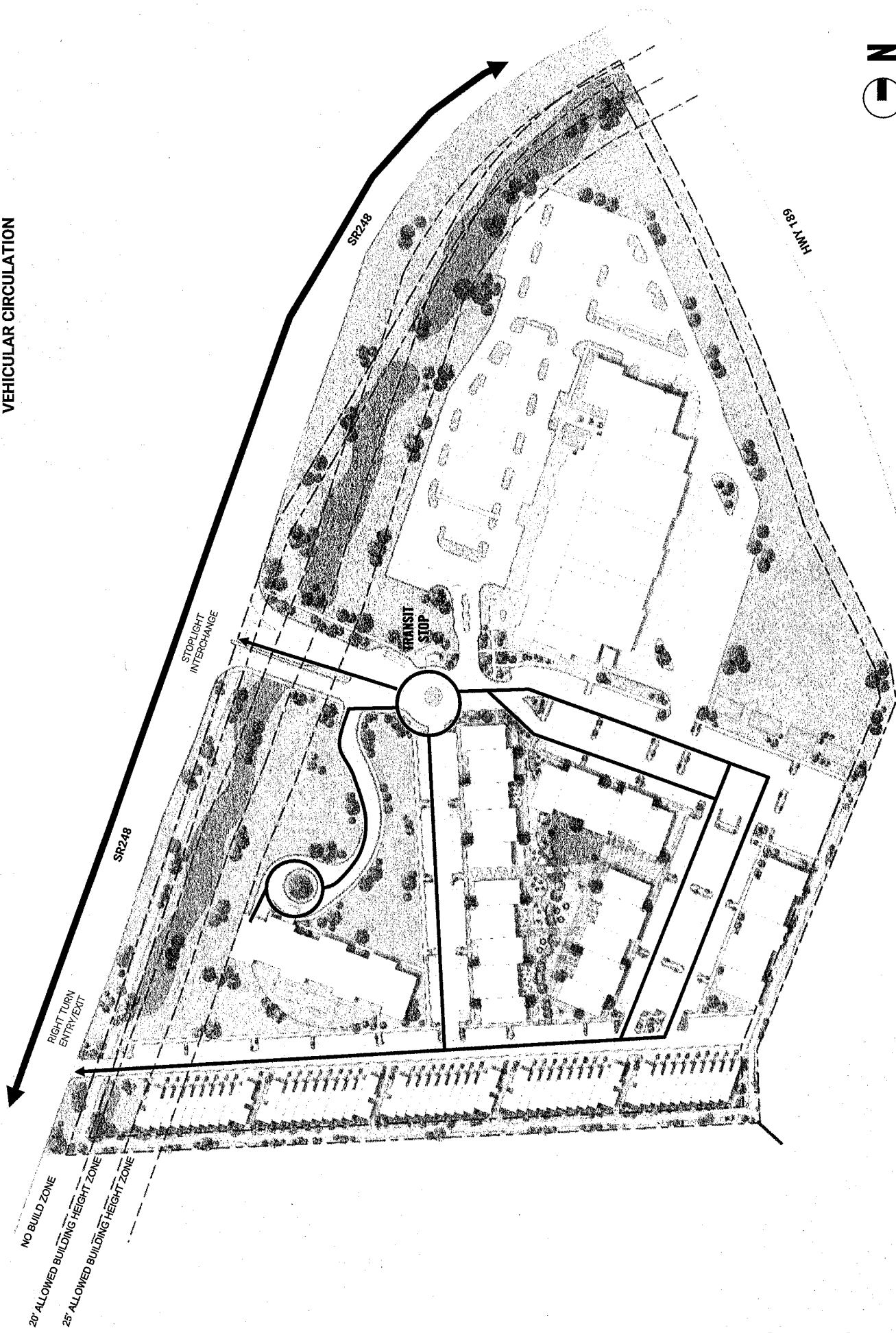
SETBACK KEY:

- 25' PROPERTY LINE SETBACK
- NO BUILD ZONE
- 20' ALLOWED BUILDING HEIGHT ZONE
- 25' ALLOWED BUILDING HEIGHT ZONE

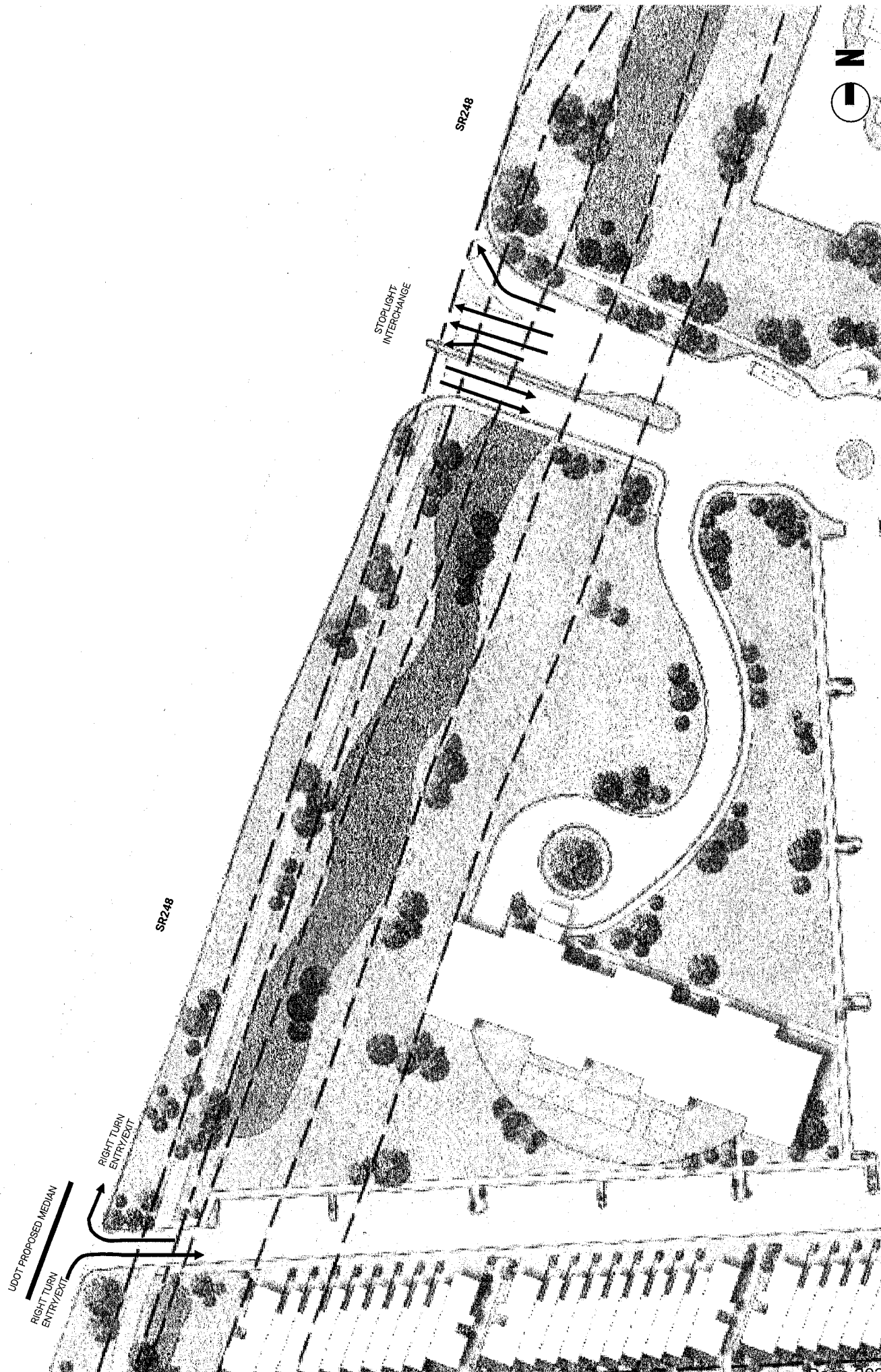




VEHICULAR CIRCULATION

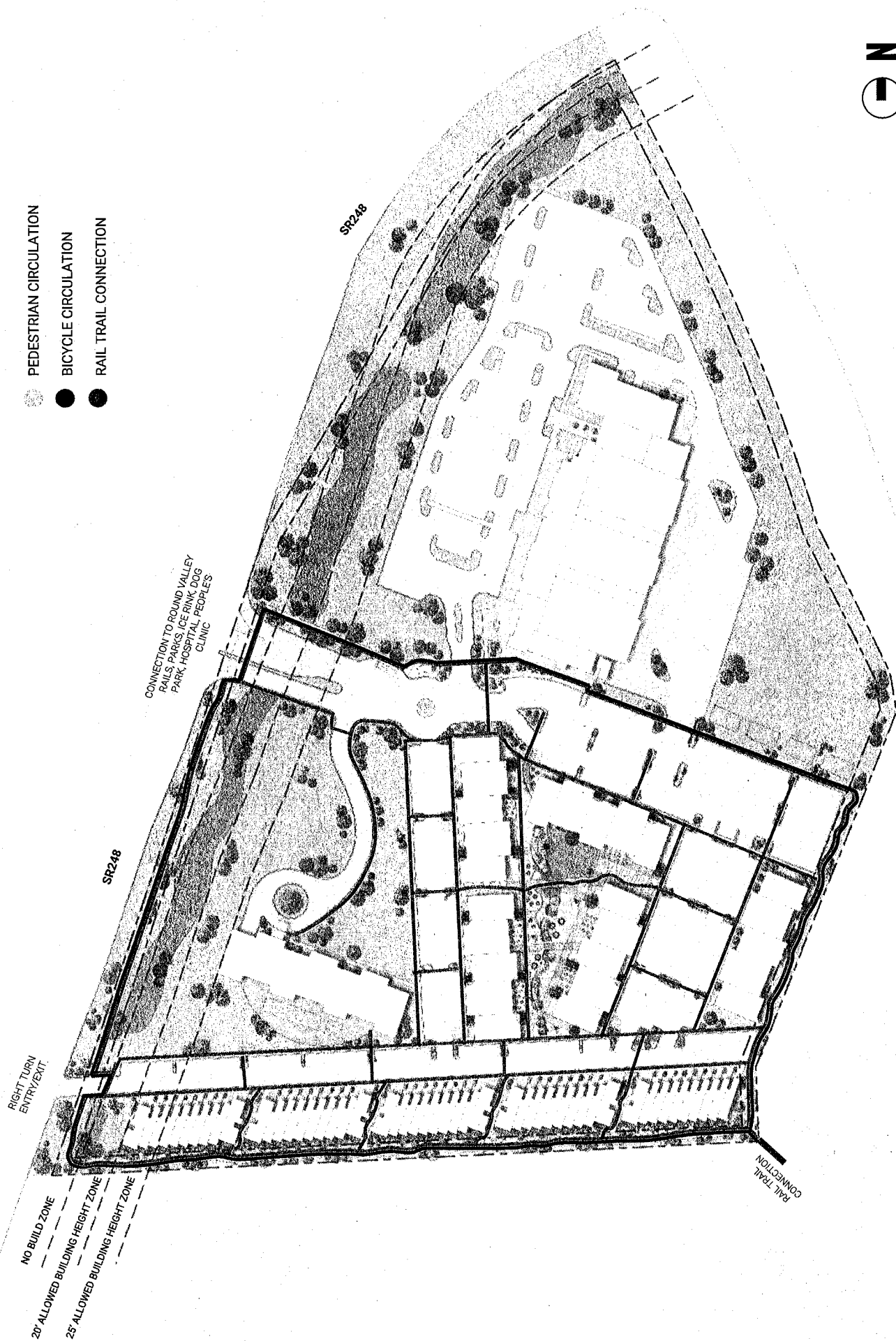


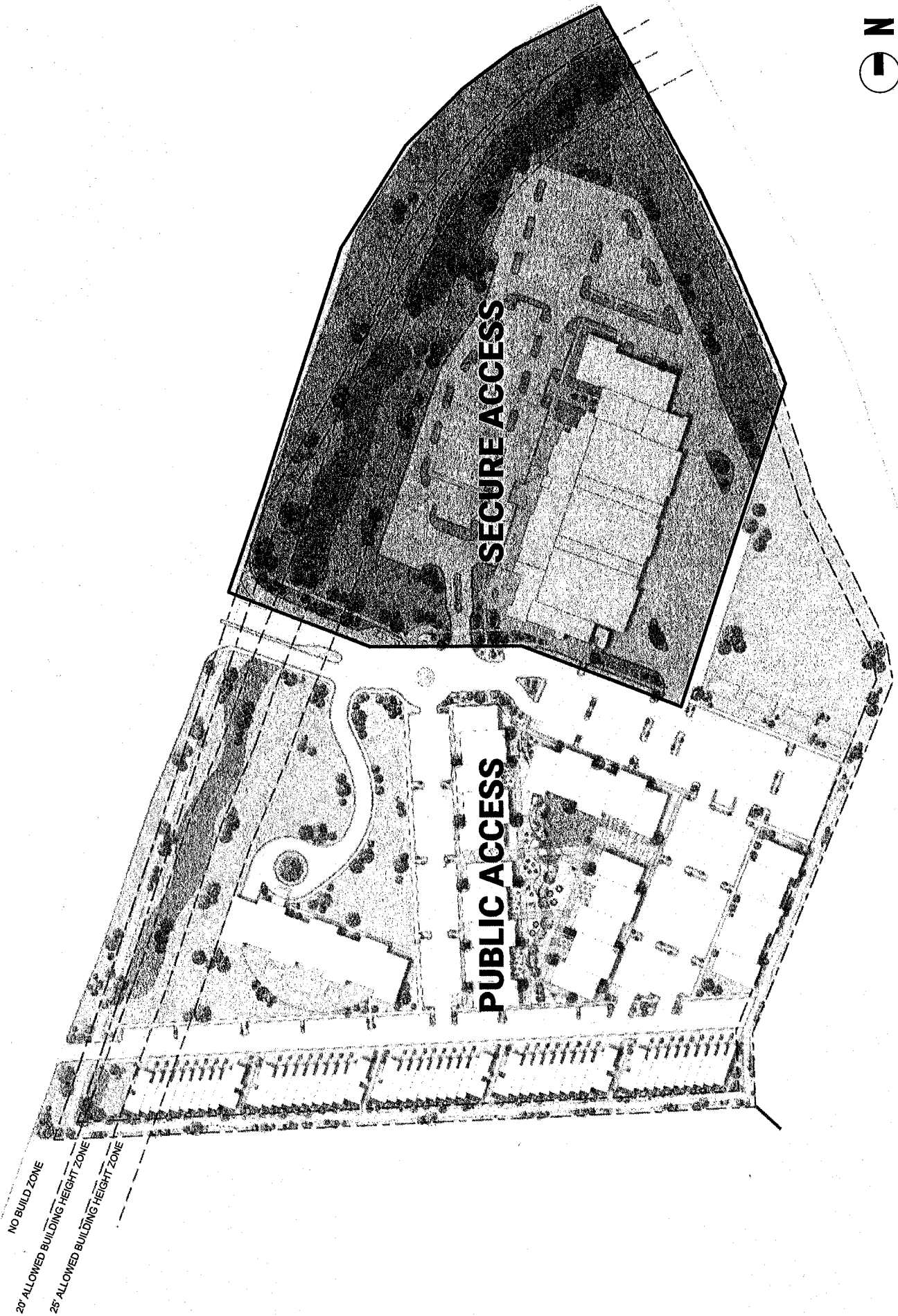
SITE ACCESS AND PROPOSED SECOND ENTRY



DIFFERENT MODES OF CIRCULATION

- PEDESTRIAN CIRCULATION
- BICYCLE CIRCULATION
- RAIL TRAIL CONNECTION





**CODE REQUIRED RESIDENTIAL PARKING
BASED ON PROPOSED HOUSING MIX**

UNIT TYPE	NUMBER	PARKING RATIO	PARKING REQ.
MARKET-RATE UNITS	100	1.5	150
AFFORDABLE UNITS < 1,000 SF	170	1	170
AFFORDABLE UNITS > 1,000 SF	15	1.5	22.5
TOTAL RESIDENTIAL REQ	285		342.5

*ALL UNDER 2,000 SF

**CODE REQUIRED COMMERCIAL PARKING BASED ON PROPOSED
COMMERCIAL USE MIX ASSUMPTIONS (GRAYSELL COMMERCIAL SPACE)**

USE	1,000 SF	PARKING RATIO	PARKING REQ.
RESTAURANT	12	1 PER 100 SF	120
GENERAL OFFICE	6	3 PER 1000 SF	18
MEDICAL OFFICE	6	5 PER 1000 SF	30
MINOR RETAIL	18	3 PER 1000 SF	54
MAJOR RETAIL	18	5 PER 1000 SF	90
TOTAL	60		312

LMC §15-3-7, PARKING IN MASTER PLANNED DEVELOPMENTS AND CONDITIONAL USE PERMITS, ALLOWS THE PLANNING COMMISSION TO REDUCE THE INITIAL PARKING REQUIREMENT WITH THE SUBMITTAL OF A PARKING STUDY SHOWING PARKING USES WILL OVERLAP, COMMERCIAL SPACES WITHIN THE PROJECT WILL SERVE THOSE RESIDING WITHIN THE PROJECT RATHER THAN THE GENERAL PUBLIC, OR OTHER FACTORS THAT SUPPORT THE CONCLUSION THAT THE PROJECT WILL GENERATE LESS PARKING THAN THE CODE WOULD OTHERWISE REQUIRE.

THE APPLICANT HAS SUBMITTED A SHARED PARKING ANALYSIS (SEPARATE FILE NOT IN PRESENTATION) TO HELP ANALYZE A REASONABLE PARKING REDUCTION FOR THE COMMERCIAL PORTION OF THE SITE, SO THE APPLICANT DOES NOT NEED TO AMEND THE MPD AS COMMERCIAL USES CHANGE OVER TIME. THE PLANNING DEPARTMENT ALSO RECOMMENDS THAT ALL COMMERCIAL USES REQUIRE AN ADMINISTRATIVE CUP TO ENSURE THAT THE PARKING REDUCTION IS NOT EXCEEDED.

TOWNHOMES/CONDO (OVER 1,000 SF)	100 DWELLING UNITS	1.5	STALLS/DWELLING UNIT	150
AFFORDABLE HOUSING (BELOW 1,000 SF)	170 DWELLING UNITS	1	STALLS/DWELLING UNIT ₂	170
AFFORDABLE HOUSING (OVER 1,000 SF)	15 DWELLING UNITS	1.5	STALLS/DWELLING UNIT	22.5
RETAIL	60,000 SQUARE FEET	3.5	SEE PROPOSED COM MIX	312
			LOT 1B TOTAL REQUIRED:	654.5
			LOT 1B TOTAL PROVIDED:	566
			PARKING REDUCTION:	88.5

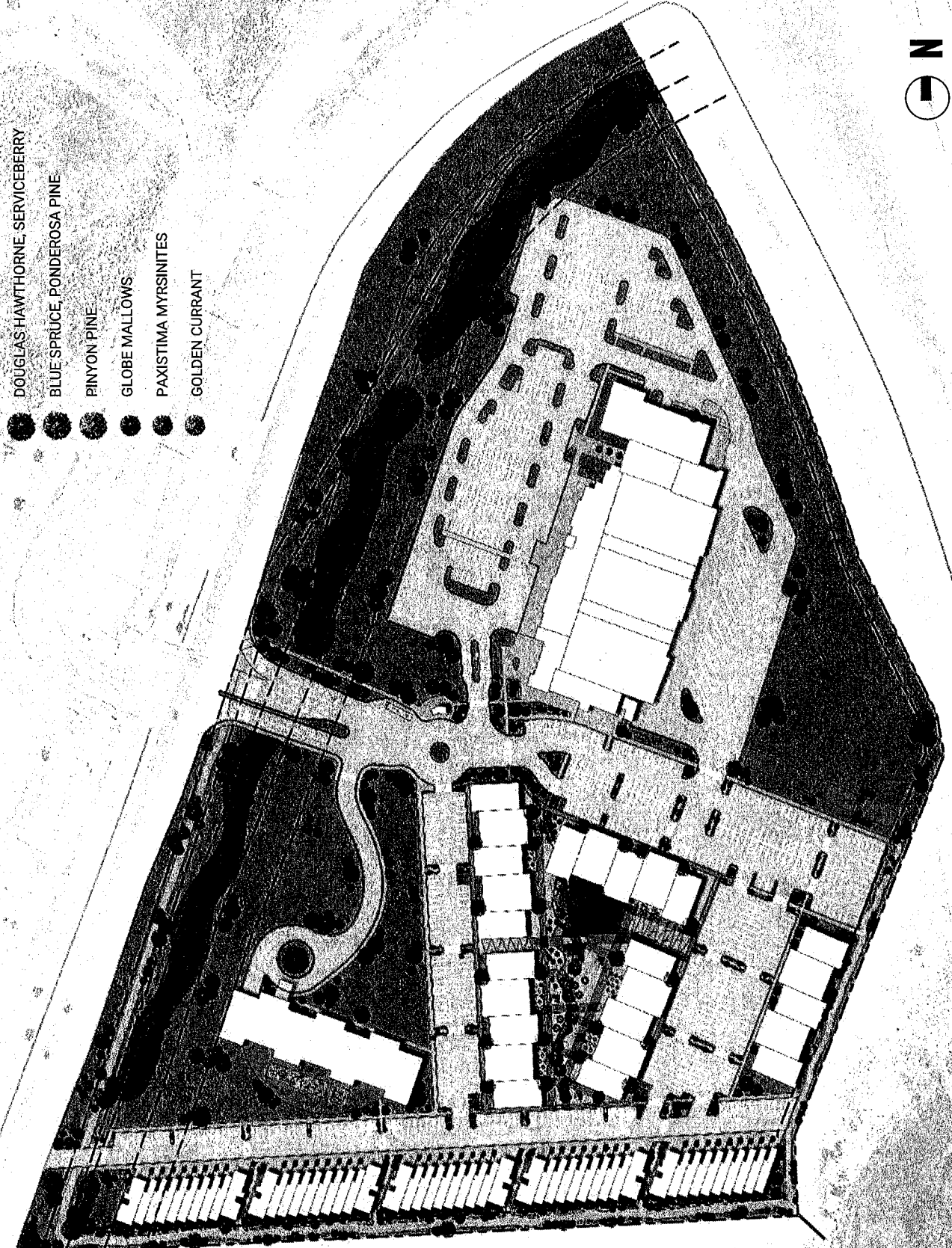




PLANT KEY:

- DOUGLAS HAWTHORNE SERVICEBERRY
- BLUE SPRUCE, PONDEROSA PINE
- PINYON PINE
- GLOBE MALLOW
- PAXISTIMA MYRSINITES
- GOLDEN CURRANT

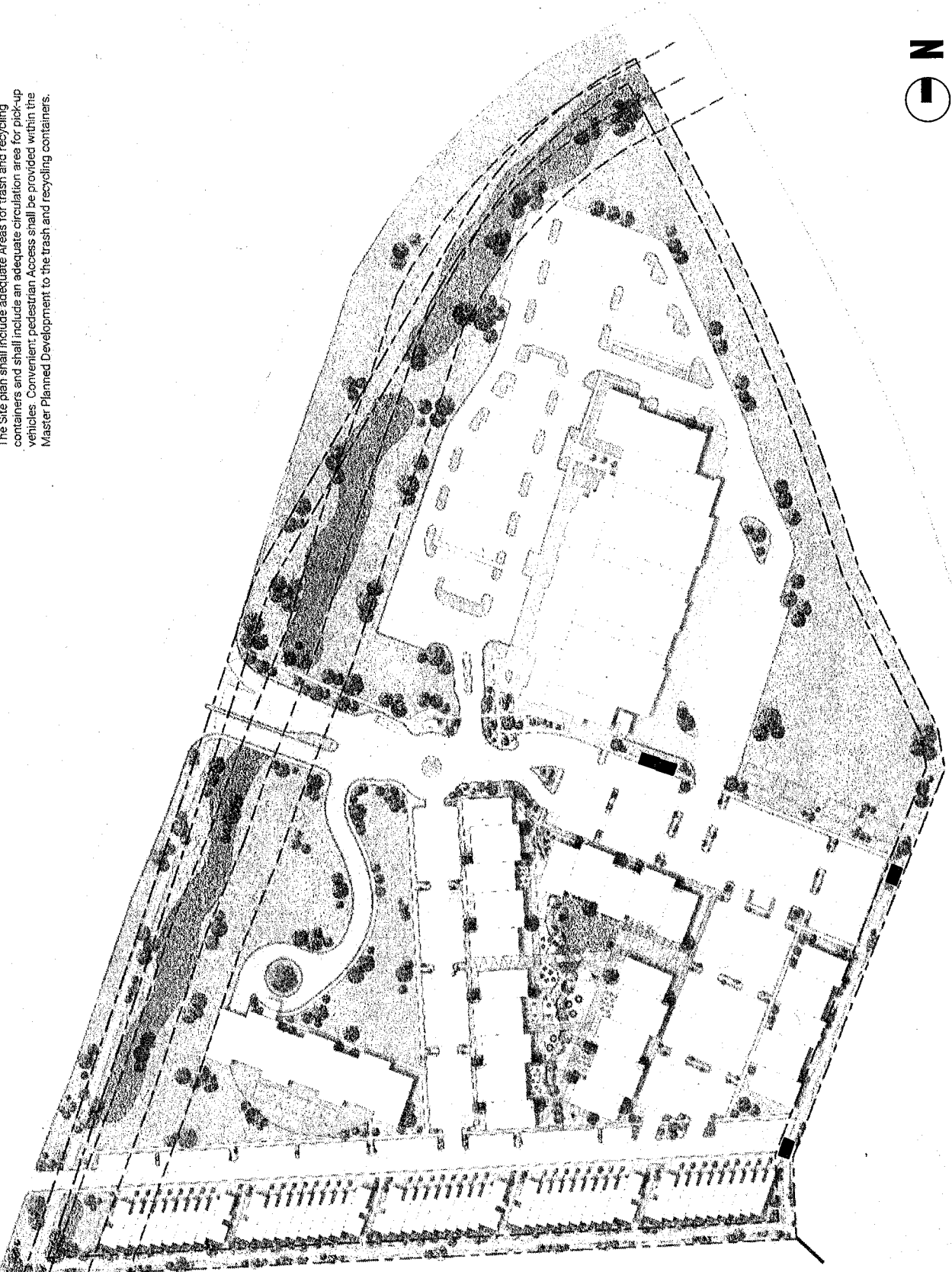
NO BUILD ZONE
20' ALLOWED BUILDING HEIGHT ZONE
25' ALLOWED BUILDING HEIGHT ZONE



TRASH/RECYCLING PROPOSED SITES

The Site plan shall include adequate Areas for trash and recycling containers and shall include an adequate circulation area for pick-up vehicles. Convenient pedestrian Access shall be provided within the Master Planned Development to the trash and recycling containers.

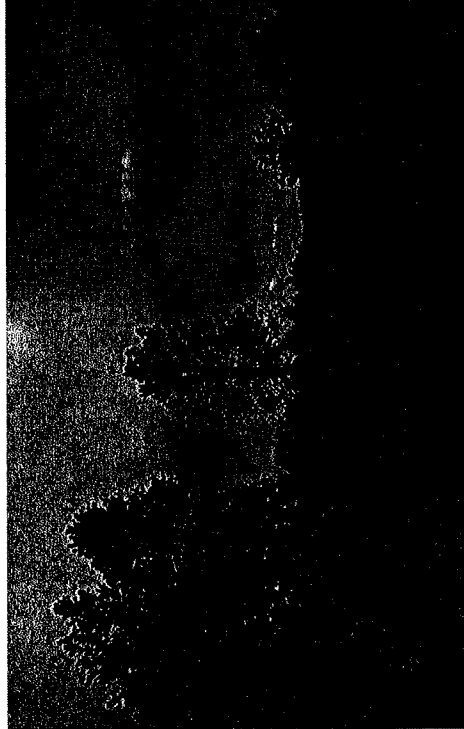
NO BUILD ZONE
 20' ALLOWED BUILDING HEIGHT ZONE
 25' ALLOWED BUILDING HEIGHT ZONE



PROPOSED PLANTS



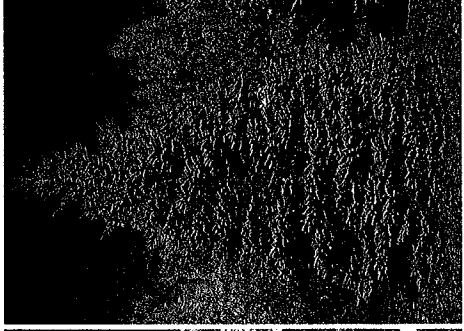
DOUGLAS HAWTHORN (NATIVE, SALT TOLERANT)



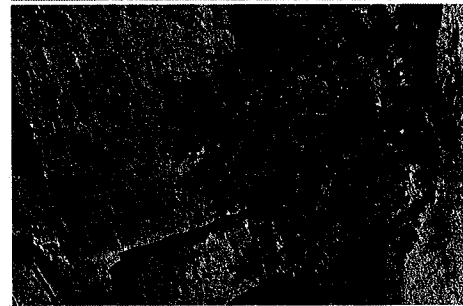
PONDEROSA PINE (NATIVE, SALT TOLERANT)



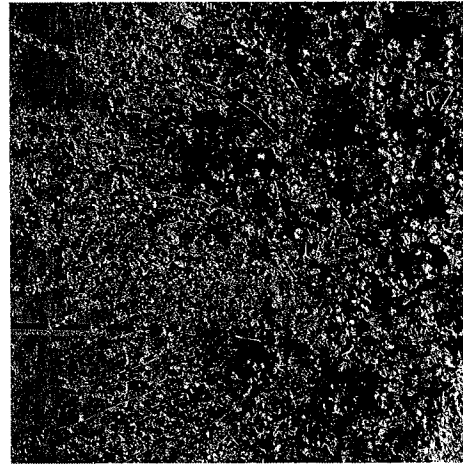
SERVICEBERRY (NATIVE, SALT TOLERANT)



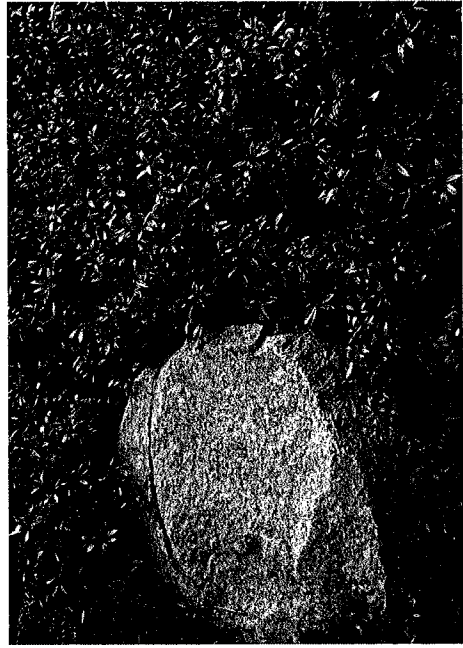
BLUE SPRUCE (UTAH STATE TREE)



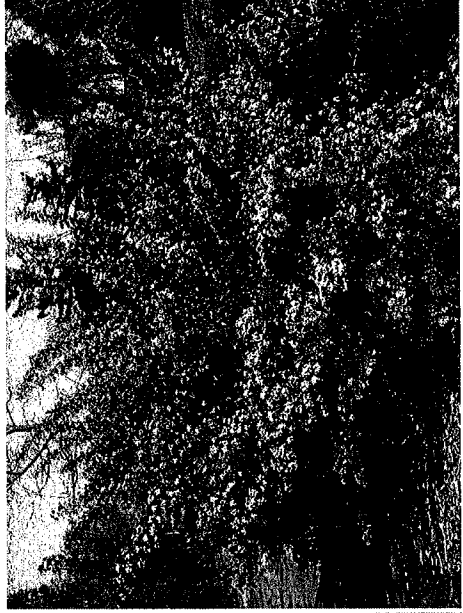
PINYON PINE (UTAH NATIVE)



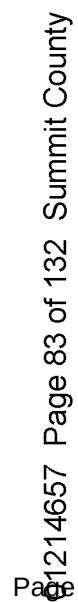
GLOBE MALLOWS (UTAH NATIVE)



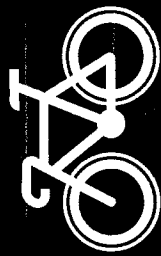
PAXISTIMA MYRSINITES (UTAH NATIVE)



GOLDEN CURRANT (UTAH NATIVE)



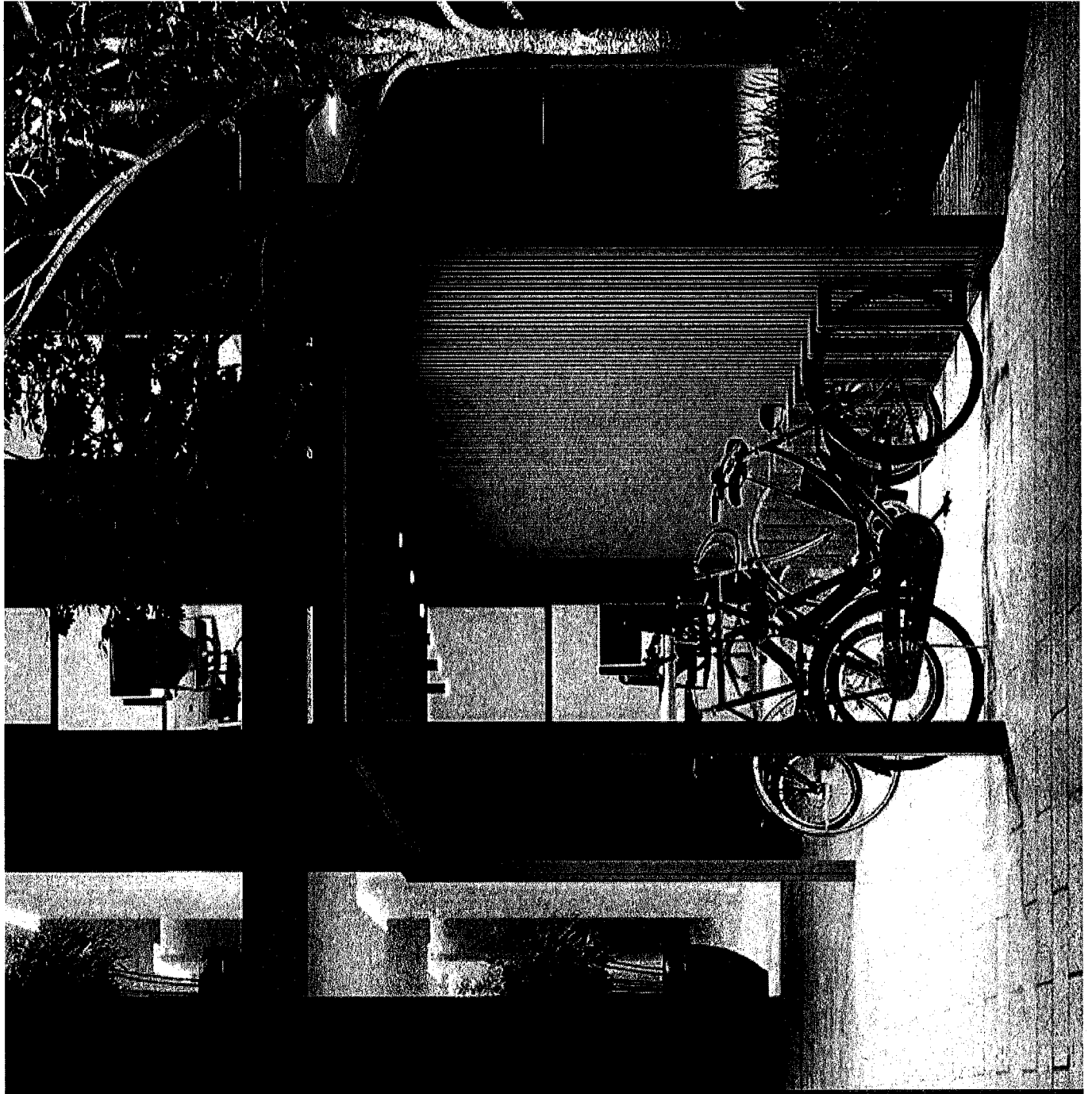
Convenient Secure On-Site Storage



LOW DENSITY



E-BIKE CHARGING



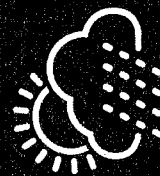
Convenient Secure On-Site Storage



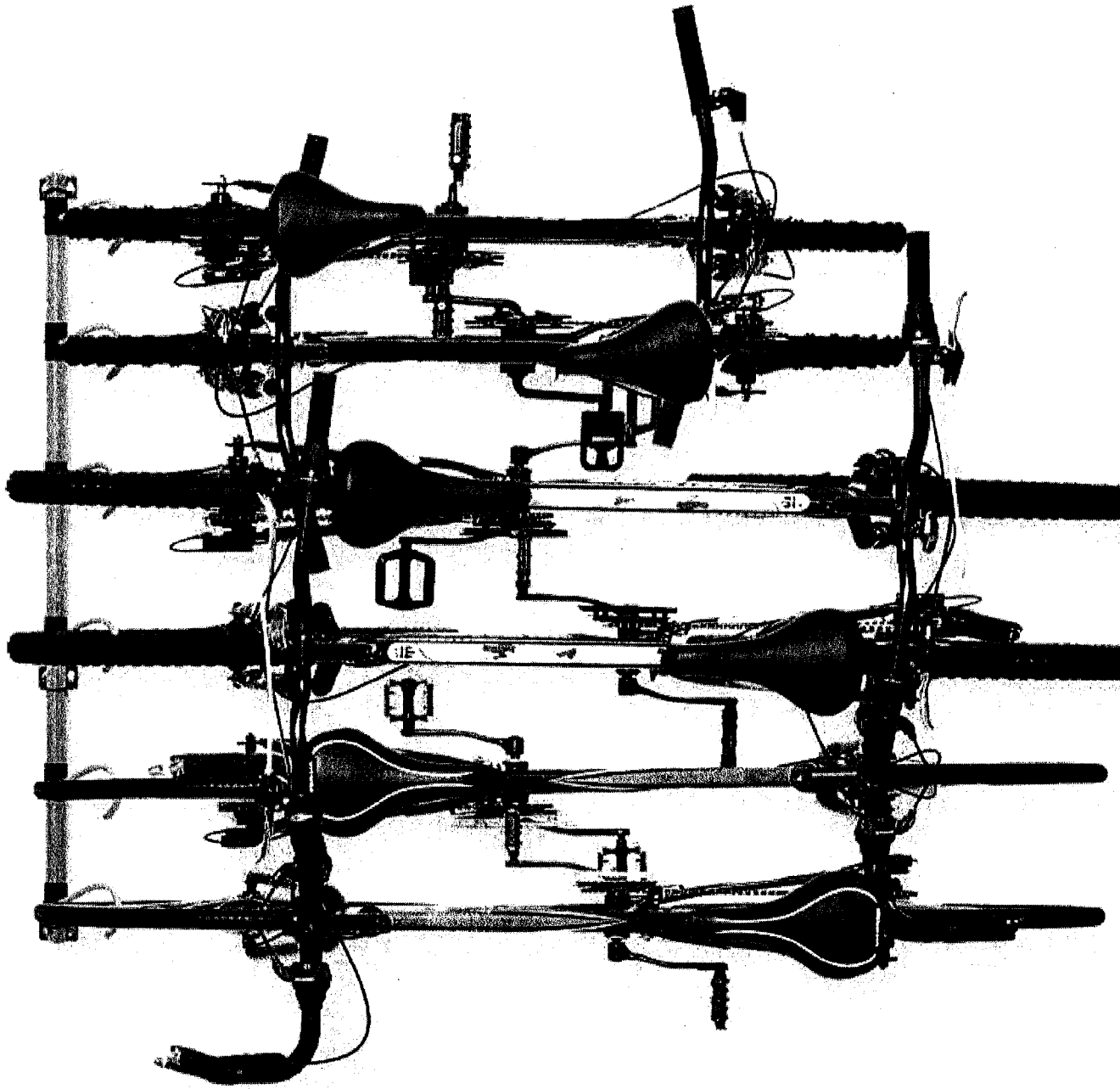
HIGH DENSITY



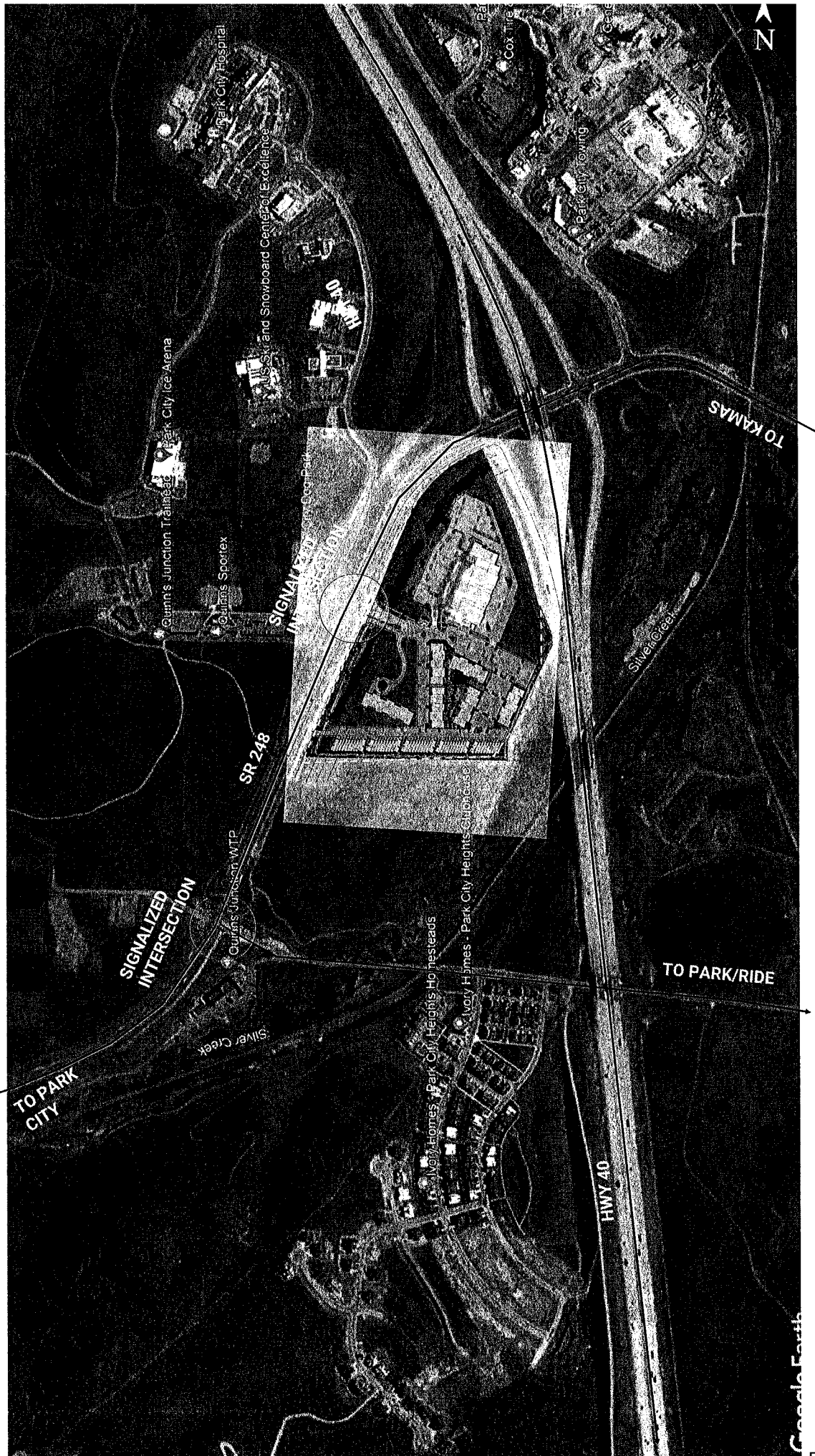
REPAIR TOOLS



PROTECTED



ROAD CONNECTIVITY



DENSITY

USE	UNITS	SF
COMMERCIAL USES	NA	60,000
MARKET RATE UNITS	100	142,000
AFFORDABLE UNITS	185	118,632
TOTAL		320,632
LESS REQUIRED UES	42.3	(38,057)
TOTAL DENSITY		282,575

NIGHTLY RENTALS WERE ANALYZED IN PROPERTIES IN NEWPARK, WHERE THE DEVELOPMENT TEAM HAS EXPERIENCE. ACTUAL NIGHTLY RENTALS WERE FAR LOWER THAN PERCEIVED ORIGINALLY, AND GIVES GREAT PRECEDENCE TOWARDS A PROJECTED NIGHTLY RENTAL AT STUDIO CROSSINGS MIXED USE PROJECT WITH TOWNHOMES, APARTMENTS, AND CONDOS SIMILAR IN NATURE TO THOSE AT NEWPARK.

13.3%

*TERRACE NIGHTLY RENTAL RATE
MIXED-USE CONDOMINIUM PROJECT

16.7%

*NEVIS NIGHTLY RENTAL RATE
CONDO / TOWNHOME PROJECT

16.8%

*NEWPARK TOWNHOME PROJECT
TOWNHOME PROJECT

*ACCORDING TO SUMMIT CO BUSINESS LICENSES

PROTOTYPE PARTNERSHIP WITH PARK CITY LIGHT DEED RESTRICTION

1. VOLUNTARY PROGRAM LITE DEED RESTRICTION
2. STUDIO CROSSINGS AGREE TO PROMOTE VOLUNTARY PROGRAM
3. JASON GIDDEN WORKING ON CITY-ALLOCATED TOWARDS DEED RESTRICTION
4. CERTAIN AMOUNT PER UNIT, 10-15 UNITS TOTAL EXPECTED
5. AFFORDABLE HOUSING BOARD APPROVAL REQUIRED
6. SOME OF THE MOST AFFORDABLE MARKET RATE OFFERINGS
7. COULD WORK TOWARDS FIRST-TIME HOME BUYER OR LONG TERM OWNERS NOT
TYPICALLY WHO WOULD BE RESIDENTS OF PARK CITY
8. CITY-ALLOCATED FUNDS TOWARD DEPOSIT

BUILDING HEIGHT FINDINGS

1. THE INCREASE IN BUILDING HEIGHT DOES NOT RESULT IN INCREASED SQUARE FOOTAGE OR BUILDING VOLUME OVER WHAT WOULD BE ALLOWED UNDER THE ZONE-REQUIRED BUILDING HEIGHT AND DENSITY, INCLUDING REQUIREMENTS FOR FACADE VARIATION AND DESIGN, BUT RATHER PROVIDES DESIRED ARCHITECTURAL VARIATION, UNLESS THE INCREASED SQUARE FOOTAGE OR BUILDING VOLUME IS FROM THE TRANSFER OF DEVELOPMENT CREDITS;
1. BUILDINGS HAVE BEEN POSITIONED TO MINIMIZE VISUAL IMPACTS ON ADJACENT STRUCTURES. POTENTIAL PROBLEMS ON NEIGHBORING PROPERTIES CAUSED BY SHADOWS, LOSS OF SOLAR ACCESS, AND LOSS OF AIR CIRCULATION HAVE BEEN MITIGATED AS DETERMINED BY THE SITE-SPECIFIC ANALYSIS;
2. THERE IS ADEQUATE LANDSCAPING AND BUFFERING FROM ADJACENT PROPERTIES AND USES;
3. INCREASED SETBACKS AND SEPARATIONS FROM ADJACENT PROJECTS ARE PROPOSED;
1. THE ADDITIONAL BUILDING HEIGHT RESULTS IN MORE THAN THE MINIMUM OPEN SPACE REQUIRED AND RESULTS IN OPEN SPACE THAT IS PUBLICLY ACCESSIBLE;
1. THE ADDITIONAL BUILDING HEIGHT IS DESIGNED IN A MANNER THAT PROVIDES A TRANSITION IN ROOF ELEMENTS IN COMPLIANCE WITH CHAPTER 15-5, ARCHITECTURAL REVIEW, OR THE DESIGN GUIDELINES FOR PARK CITY'S HISTORIC DISTRICTS AND HISTORIC SITES IF THE BUILDING IS LOCATED WITHIN THE HISTORIC DISTRICT.

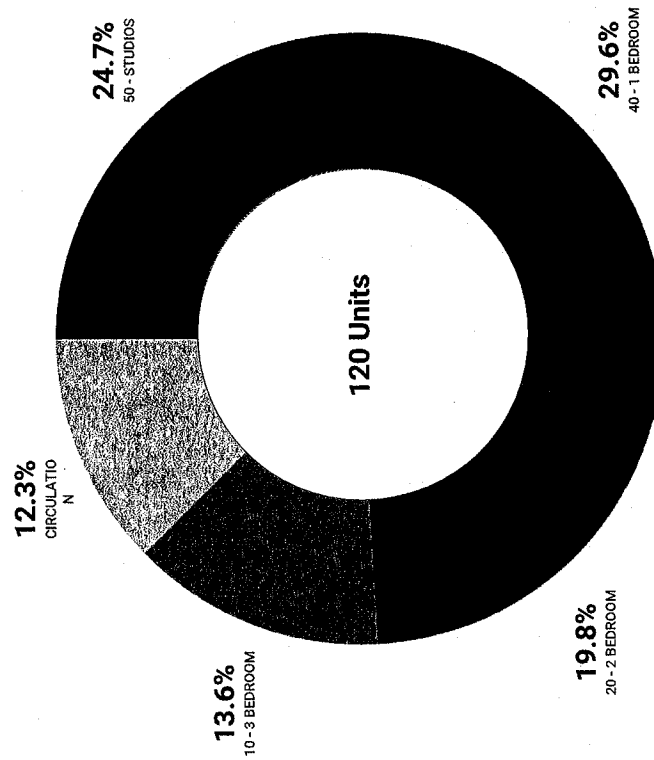
GOVERNING DOCUMENTS

1. THE JANUARY 17, 2012 ANNEXATION AGREEMENT AND SIMULTANEOUS ZONING MAP AMENDMENT (ANNEXATION AGREEMENT).
2. THE JANUARY 18, 2012 COUNTY SETTLEMENT AGREEMENT FOR FILM AND MEDIA CAMPUS (SETTLEMENT AGREEMENT).
3. THE MAY 24, 2012 DEVELOPMENT AGREEMENT FOR THE QUINN'S JUNCTION PARTNERSHIP ANNEXATION MASTER PLANNED DEVELOPMENT (DEVELOPMENT AGREEMENT/MPD), INCLUDING CONDITIONS OF APPROVAL.
4. THE DECEMBER 5, 2013 PHASING PLAN AMENDMENT (BEGINNING ON PAGE 95).

BACKGROUND

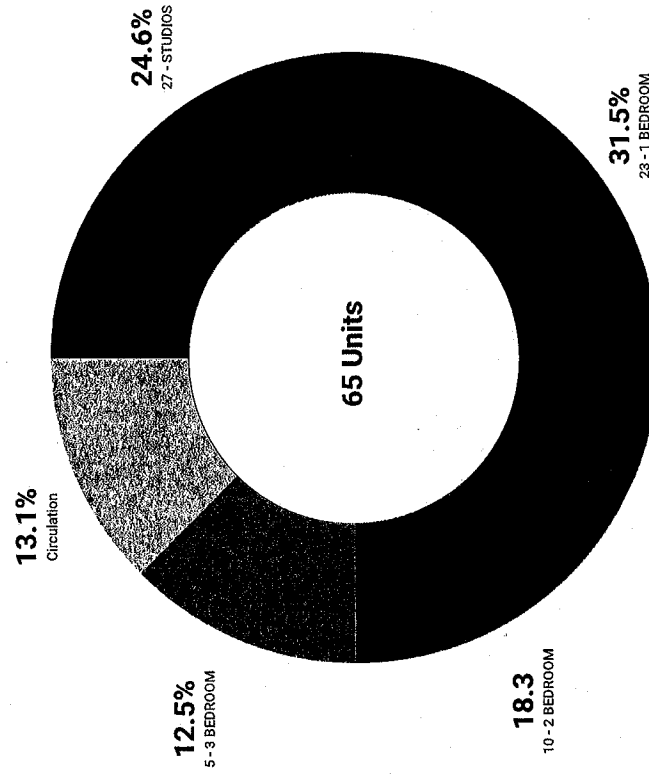
- COUNCIL MEMBERS STEVE JOYCE AND NANN WOREL DESIGNATED TO REVIEW THE OWNERS' NEW CONCEPT PLAN.
- APPLICANT PRESENTED A PROPOSAL TO THE COUNCIL ON DECEMBER 9, 2021, FOR A MIXED-USE DEVELOPMENT WITH A STRONG COMPONENT OF AFFORDABLE/ATTAINABLE HOUSING.
- COUNCIL UNANIMOUSLY SUPPORTED POTENTIAL CHANGES WITH AFFORDABLE HOUSING COMPONENT AT AN AVERAGE OF 80% OF AREA MEDIAN INCOME (AMI) AND AT A DENSITY CONSISTENT WITH THE ORIGINAL MPD.

80,575 SF AFFORDABLE HOUSING



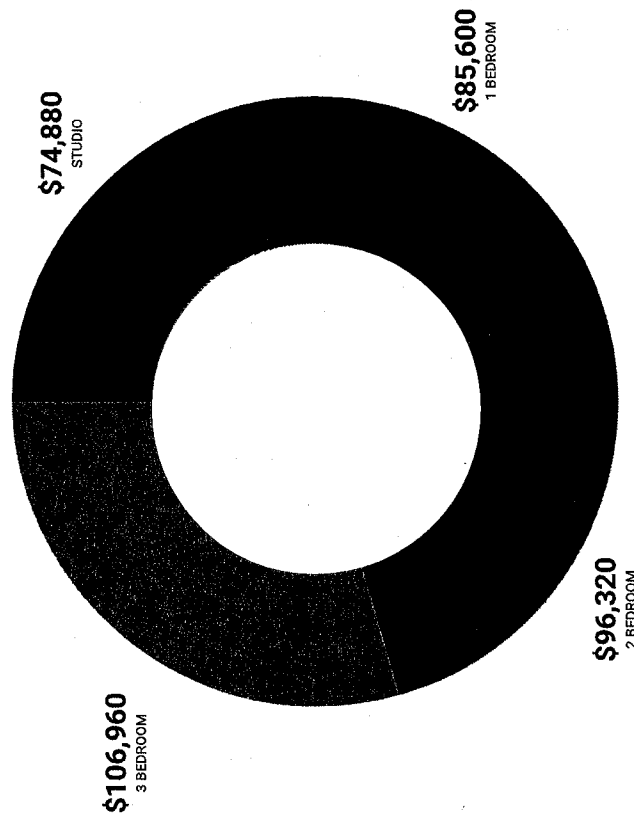
120 AFFORDABLE AVERAGE 80% AMI UNITS

38,057 SF AFFORDABLE HOUSING OBLIGATION

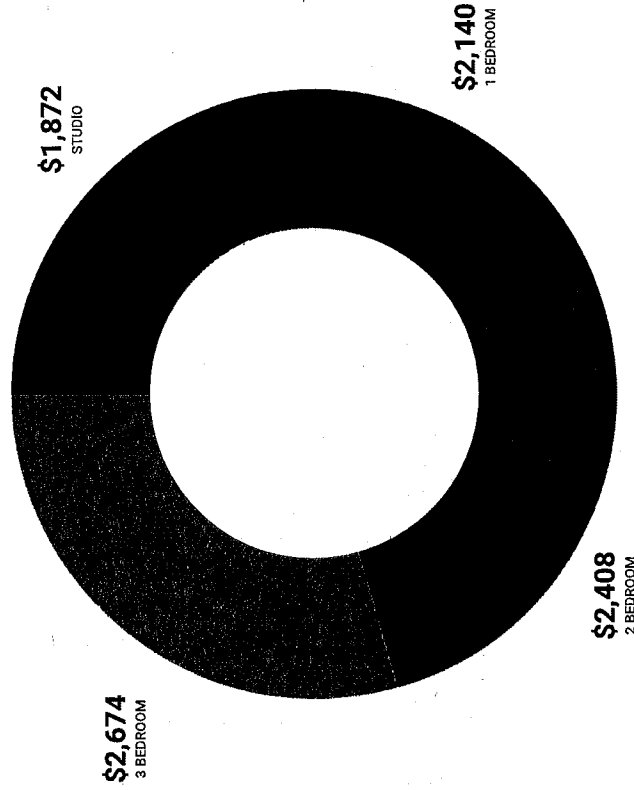


65 AFFORDABLE AVERAGE 80% AMI UNITS

2022 SUMMIT COUNTY 80% AMI RENTS



MAXIMUM MONTHLY RENT INCLUDING UTILITIES, ASSOCIATION DUES, AND PARKING FEES



REQUIRED AFFORDABLE HOUSING

Studio Crossings Residential Density

Market Rate SQFT	REU	AUE	Net Livable Space
142,000	71	14.2	12,780

*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent

Studio Crossings Assumed Use Based on Newpark Retail Mix

Use	FT	Use Mix	SQFT	Employees	Net Livable Space
Commercial Retail	3.3	73.4%	44,028	145.3	
Medical	2.9	8.7%	5,219	15.1	
Personal Services	1.3	6.1%	3,640	4.7	
Restaurant	6.5	11.9%	7,113	46.2	
Total Commercial Density			60,000	211.4	
Mitigation rate X 0.2				42.3	
AUEs / 1.5				28.2	25,367.44

*Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent

Total Affordable Housing Obligation

Net Livable Space	AUE
38,160	42.40

1 AUE = 900 SF

CURRENT STUDIO AFFORDABLE HOUSING OBLIGATION:

- SECTION 4.5 OF THE MPD EXPRESSLY STATES THAT "PURSUANT TO THE ANNEXATION AGREEMENT, NO AFFORDABLE HOUSING IS REQUIRED FOR THIS MPD."
- ARTICLE II, SECTION 2.5(C) OF THE ANNEXATION AGREEMENT (PAGE 3) STATES THAT NO OPEN SPACE, SETBACKS, OR AFFORDABLE HOUSING REQUIREMENTS MAY BE IMPOSED ON THE MPD.
- CONDITION OF APPROVAL 8 STATES "THE PLAT SHALL NOTE THAT IF LOT 1B IS NOT DEVELOPED IN ACCORDANCE WITH THE ZONING AND ANNEXATION ORDINANCE 2012-12, THE CITY'S CURRENT AFFORDABLE HOUSING RESOLUTION SHALL APPLY."

REQUIRED AFFORDABLE HOUSING:

- 27 - STUDIOS - 400 SQ FT = 10,800 SQ FT
- 23 - 1 BEDROOMS - 600 SQ FT = 13,800 SQ FT
- 10 - 2 BEDROOMS - 800 SQ FT = 8,000 SQ FT
- 5 - 3 BEDROOMS - 1,100 SQ FT = 5,500 SQ FT
- 65 UNITS = 38,100 SQ FT
- CIRCULATION = 5,715 SQ FT
- TOTAL BUILDING SIZE = 43,815 SQ FT
- MEETS CITY'S CURRENT HOUSING RESOLUTION @ 900 SF / 42.4 AUES

THE APPLICANT IS PROPOSING TO AMENDED THE MPD TO ALLOW FOR POTENTIAL COMMERCIAL USES INCLUDING THE ALLOWED AND CONDITIONAL USES LISTED IN LMC §15-2.17- 2(RCO), AND §15-2.23-2 (CT).

ALLOWED USES INCLUDE NIGHTLY RENTALS, HOME OCCUPATION, CHILD CARE, PRIVATE RECREATION FACILITIES, AND FOOD TRUCKS

CONDITIONAL USES INCLUDE MULTI-UNIT DWELLING, CHILD CARE CENTER, OFFICE AND MEDICAL CLINIC, RETAIL AND SERVICE COMMERCIAL, NEIGHBORHOOD CONVENIENCE, RESTAURANT AND BAR, PARKING OR GARAGE, RECREATION FACILITY, ENTERTAINMENT

PROPOSED ALLOWED USES:

Child Care, Family
Child Care, In-Home Babysitting
Child Care Center
Food Truck Location
Café, Deli
Restaurant, General
Restaurant, Outdoor Dining
Bar
Outdoor Event
Entertainment, Indoor
Nightly Rental
Multi-Unit Dwelling
Recreation Facility, Private
Recreation Facility, Commercial
Alternative Professional Health-Related Services

Ancillary Support Commercial
Neighborhood Convenience Commercial
Telecommunication Antenna
Transit Facilities
Parking Structure with more than 5 spaces
Private Residence Club Project
Office, General
Office, Moderate Intensive
Office, Intensive
Office and Clinic, Medical
Financial Institution
Retail and Service Commercial, Minor
Retail and Service Commercial, Major

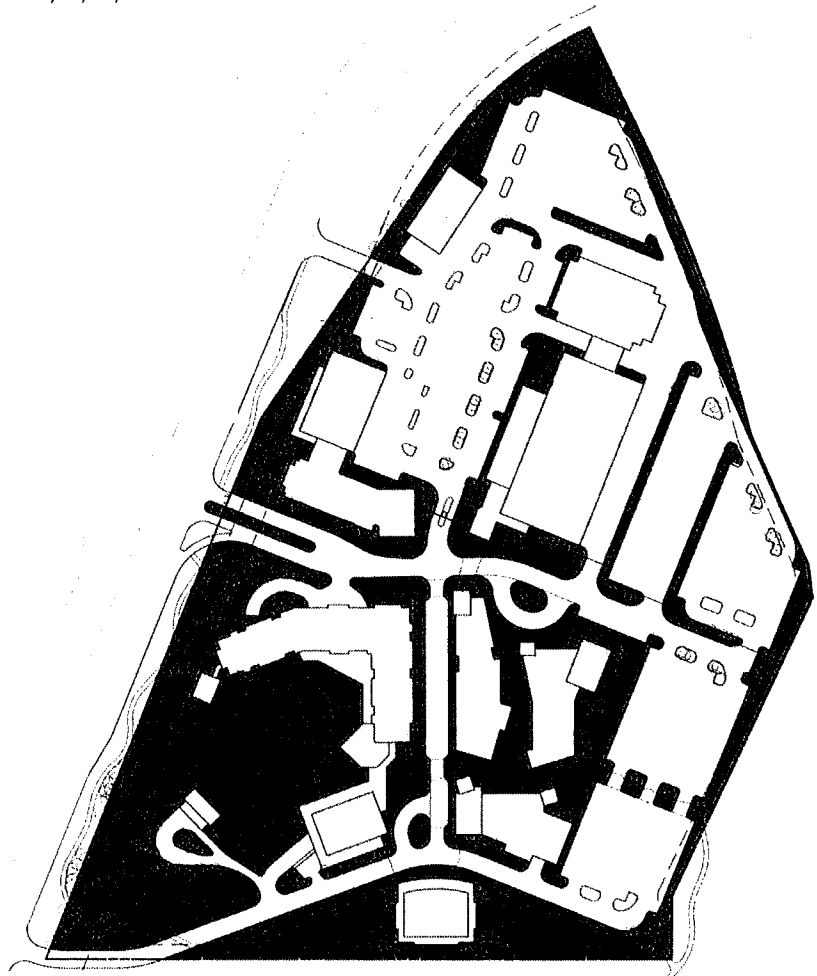
THE APPLICANT IS PROPOSING TO AMENDED THE MPD TO ALLOW FOR POTENTIAL COMMERCIAL USES INCLUDING THE ALLOWED AND CONDITIONAL USES LISTED IN LMC §15-2.17- 2(RCO), AND §15-2.23-2 (CT).

2012 IBI PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

495,713 sf = 11.60 acres = 39.3% (Within Property Lines)

841,579 sf = 19.54 acres = 66.1% (Edge of Pavement)



2022 UPDATE PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

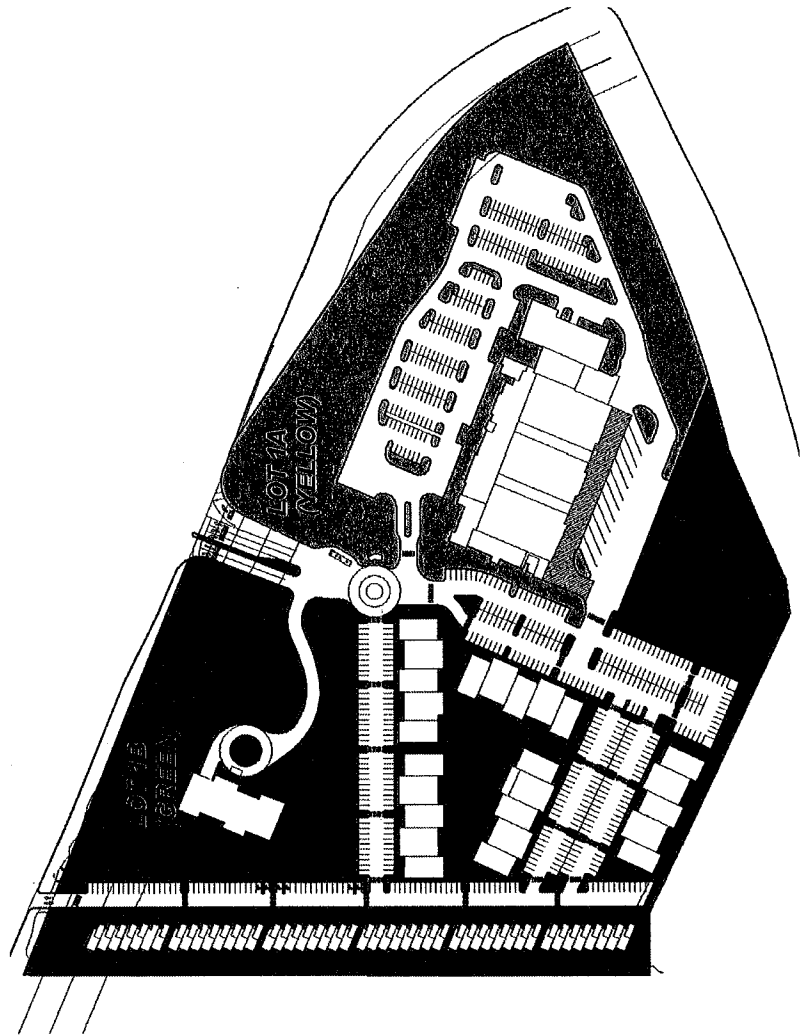
710,490 sf = 16.31 acres = 55.8% (Within Property Lines)

1,035,634 sf = 24.25 acres = 83% (Edge of Pavement)

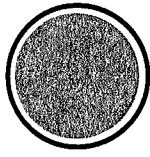
LOT 1B (GREEN) BY ITSELF

458,447 sf = 10.52 acres = 36% (Within Property Lines)

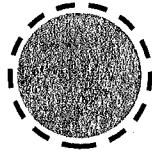
804,313 sf = 18.46 acres = 63.17% (Edge of Pavement)



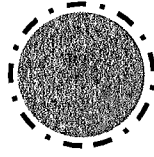
KEY:
Standard Complies With -



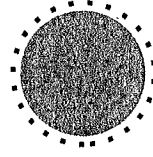
One Organization



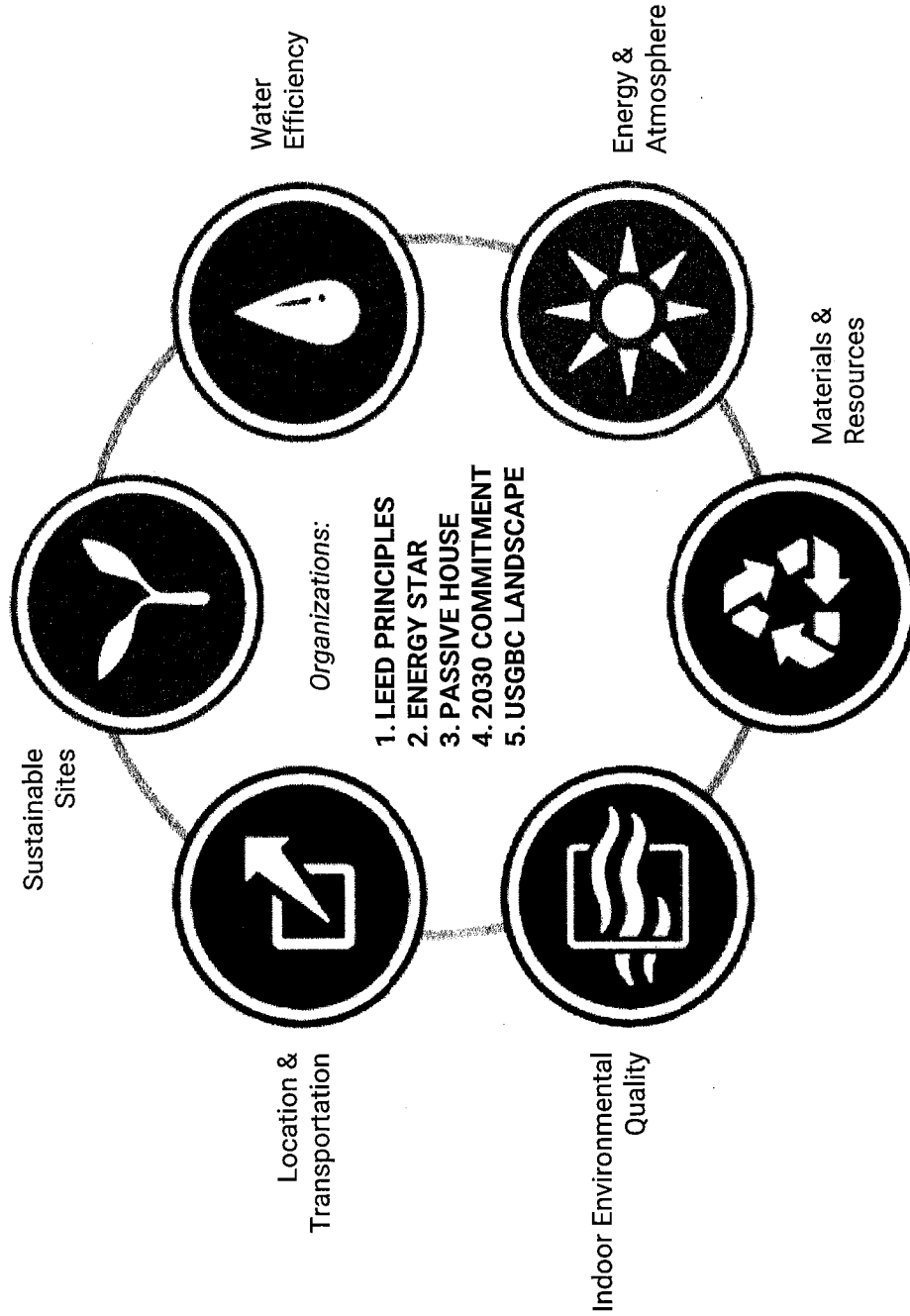
Two Organizations



Three Organizations



Four+ Organizations

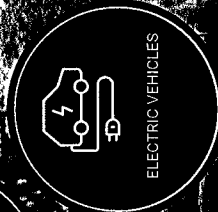




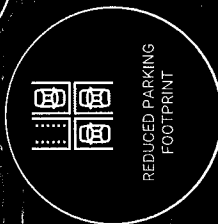
SURROUNDING
DENSITY
& DIVERSE USES



PRIORITY SITE &
EQUITABLE
DEVELOPMENT



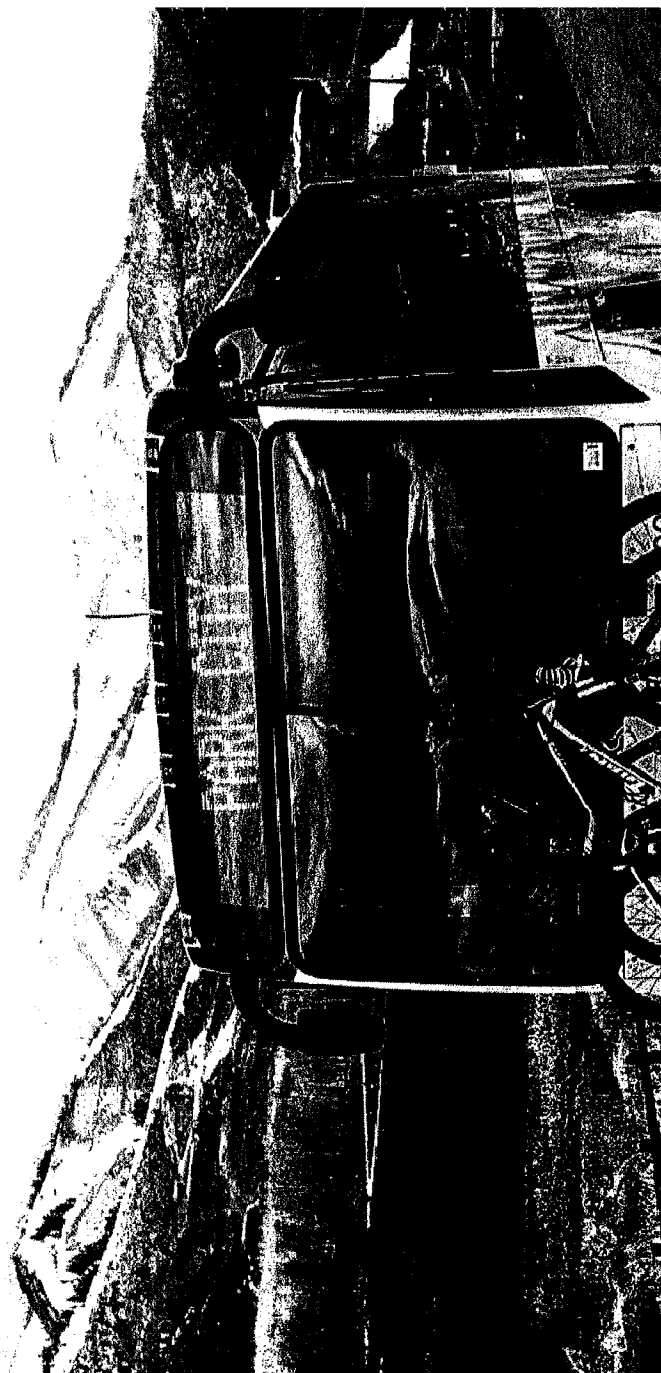
ELECTRIC VEHICLES



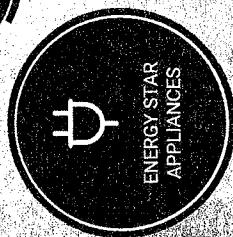
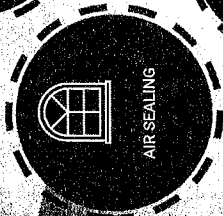
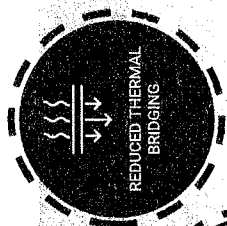
REDUCED PARKING
FOOTPRINT



ACCESS TO
QUALITY TRANSIT



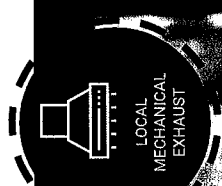
STUDIO CROSSINGS incorporates multimodal transportation choices for reduced motor vehicle use. Reduces greenhouse gas emissions, air pollution, and other environmental and public health harms.



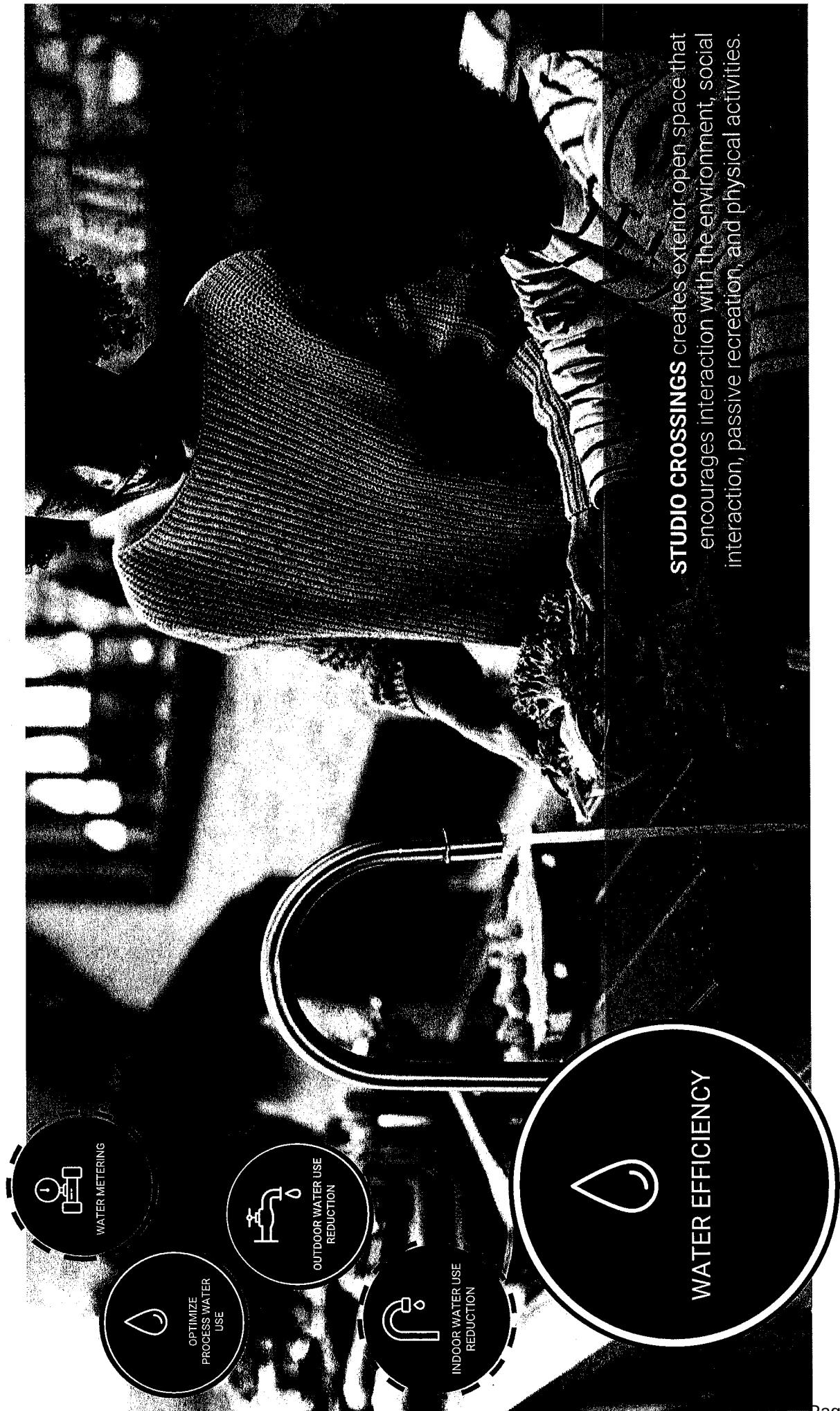
STUDIO CROSSINGS achieves increasing levels of energy performance to reduce environmental and economic harms associated with excessive energy use.



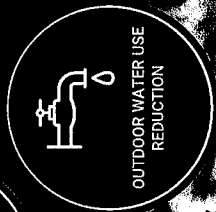
STUDIO CROSSINGS creates exterior open space that encourages interaction with the environment, social interaction, passive recreation, and physical activities. The development provides 5 more acres of open space over current MPD.



STUDIO CROSSINGS connects building occupants with the outdoors to reinforce circadian rhythms, and reduce the use of electrical lighting by introducing daylight into the space.



STUDIO CROSSINGS creates exterior open space that encourages interaction with the environment, social interaction, passive recreation, and physical activities.





MOISTURE
CONTROL



SOURCING OF RAW
MATERIALS



CONSTRUCTION &
DEMOLITION WASTE
MANAGEMENT



MATERIAL
INGREDIENTS



STORAGE &
COLLECTION OF
RECYCLABLES

STUDIO CROSSING works to reduce the disproportionate burden of landfills and incinerators that is generated by building occupants' waste through reduction, reuse and recycling service and education.

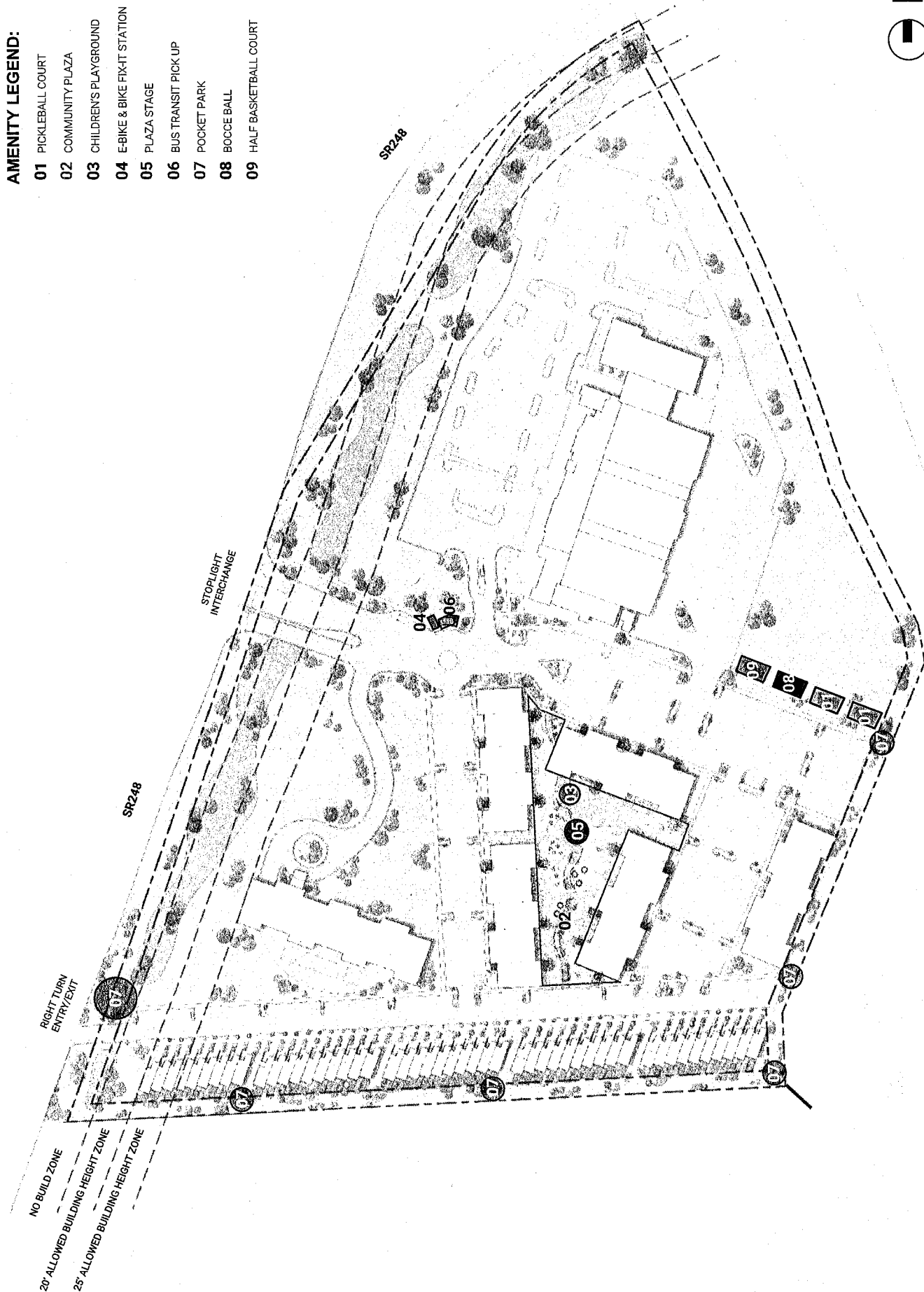
REDUCED PARKING FOOTPRINT To minimize the environmental harms associated with parking facilities, including automobile dependence, land consumption, and rainwater runoff.	Site design aims to reduce automobile independence by keeping a range of amenities accessible through walkable site connectivity. Rainwater runoff is minimized through landscape buffers.
ACCESS TO QUALITY TRANSIT To encourage development in locations shown to have multimodal transportation choices or otherwise reduced motor vehicle use. Reduces greenhouse gas emissions, air pollution, and other environmental and public health harms.	Transit stop pick up located directly on site. Pick up is easily accessible by multi use paths. Aims to reduce greenhouse gas emissions and carbon footprint.
OPTIMIZED ENERGY PERFORMANCE To reduce the environmental and economic harms of excessive energy use by achieving a minimum level of energy efficiency for the building and its systems	Residential spaces aim to improve energy performance through Energy Star washer and dryers, refrigerators, light fixtures, etc.
ADVANCED ENERGY METERING To support energy management and identify opportunities for additional energy savings by tracking building-level and system level energy use.	Building wide energy meter checks will be conducted in order to track building and system energy usage and look for ways to improve energy efficiency long term.
LIGHT POLLUTION REDUCTION To increase night sky access, improve nighttime visibility, and reduce the consequences of development for wildlife and people.	All street lights on site will be downward facing lights. Additional lights on residential buildings will be motion sensor to reduce light pollution and save energy.
PLANT SELECTION To make ecologically conscious landscaping decisions. Selection includes choosing non invasive plant species, drought tolerant plants, and local species to promote a healthy biodiversity.	Site plan features local, drought tolerant, low water plants in order to control excessive water usage on site while promoting a healthy biodiversity.
LOW-EMITTING MATERIALS To reduce concentrations of chemical contaminants that can damage air quality and the environment, and to protect the health, productivity, and comfort of occupants.	Committed to consciously selecting low-emitting building materials. Building materials will be energy efficient in order to maintain resident comfort and conserve energy.
OPTIMIZE INDOOR AIR QUALITY PERFORMANCE To contribute to the comfort and well-being of all building occupants by establishing minimum standards for indoor air quality (IAQ).	Indoor air quality minimum standards will be created and enforced on site.
BUILDING-LEVEL WATER METERING To encourage development in locations shown to have multimodal transportation choices or otherwise reduced motor vehicle use. Reduces greenhouse gas emissions, air pollution, and other environmental and public health harms.	Building wide water meter checks will be conducted in order to track building and system water usage and look for ways to improve water conservation long term.
INDOOR WATER USE REDUCTION To encourage development in locations shown to have multimodal transportation choices or otherwise reduced motor vehicle use. Reduces greenhouse gas emissions, air pollution, and other environmental and public health harms.	Residential units will be built with low-flow plumbing fixtures, high efficiency toilets, and high efficiency washing machines in order to conserve water.
MATERIAL INGREDIENTS To select products for which the chemical ingredients in the product are inventoried using an accepted methodology and for selecting products verified to minimize the use and generation of harmful substances. To reward raw material manufacturers who produce products verified to have improved impacts.	Committed to consciously selecting low-emitting building materials. Building materials will be energy efficient in order to maintain resident comfort and conserve energy.
STORAGE AND COLLECTION OF RECYCLABLES To reduce the disproportionate burden of landfills and incinerators that is generated by building occupants' waste through reduction, reuse, and recycling service and education.	Committed to properly disposing of and, where possible, recycling of construction materials during the building process on site.

The applicant has committed to using water efficient low flow fixtures and Energy Star rated appliances in all units; designing the building envelopes to be energy efficient; using water wise native landscaping; and providing recycling locations throughout the site. The applicant is encouraging multimodal transportation choices by offering alternative modes of transportation on site including locating a bus station, e-bike share, connection to the rail trail, and providing covered bike storage in all buildings. In addition the applicant is proposing to reduce their overall parking to prevent excess paving and increase open space. All lighting will meet the City's Dark Sky Ordinance LMC § 15-5-5(J).

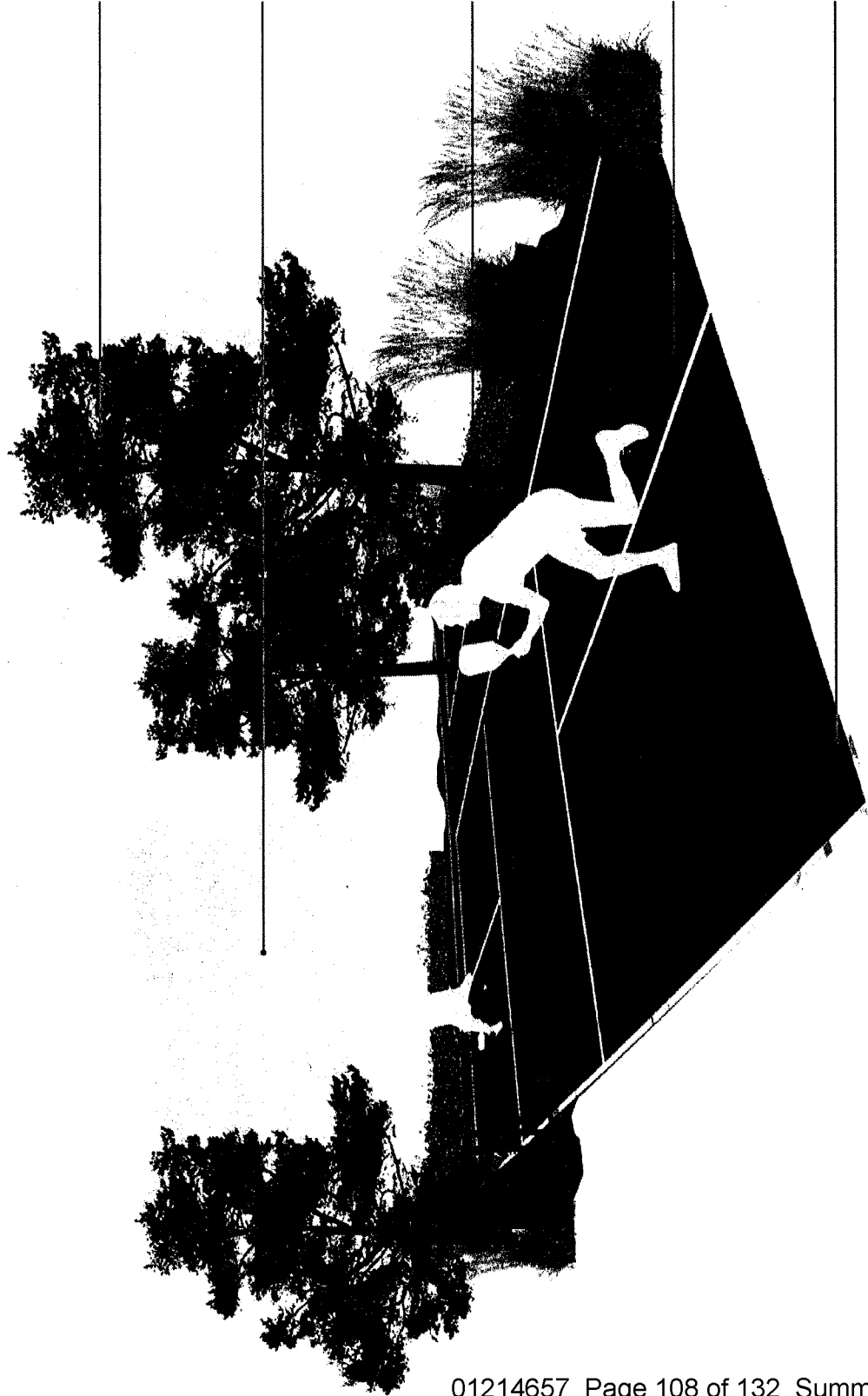
These measures are a recommended Condition of Approval.

AMENITY LEGEND:

- 01 PICKLEBALL COURT
- 02 COMMUNITY PLAZA
- 03 CHILDREN'S PLAYGROUND
- 04 E-BIKE & BIKE FIX-IT STATION
- 05 PLAZA STAGE
- 06 BUS TRANSIT PICK UP
- 07 POCKET PARK
- 08 BOCCE BALL
- 09 HALF BASKETBALL COURT



AMENITY PICKLEBALL COURT



Drought tolerant trees on perimeter for shading and reduce heat island effect

Courts are situated to capture great views of the surrounding mountains and promote safe play with openness

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Multi-use court could have multiple striping options for pickleball, half-court basketball, and other community sports

Porous pavement design to let rainwater drain to the ground, reduce water run-off

AMENITY COMMUNITY PLAZA

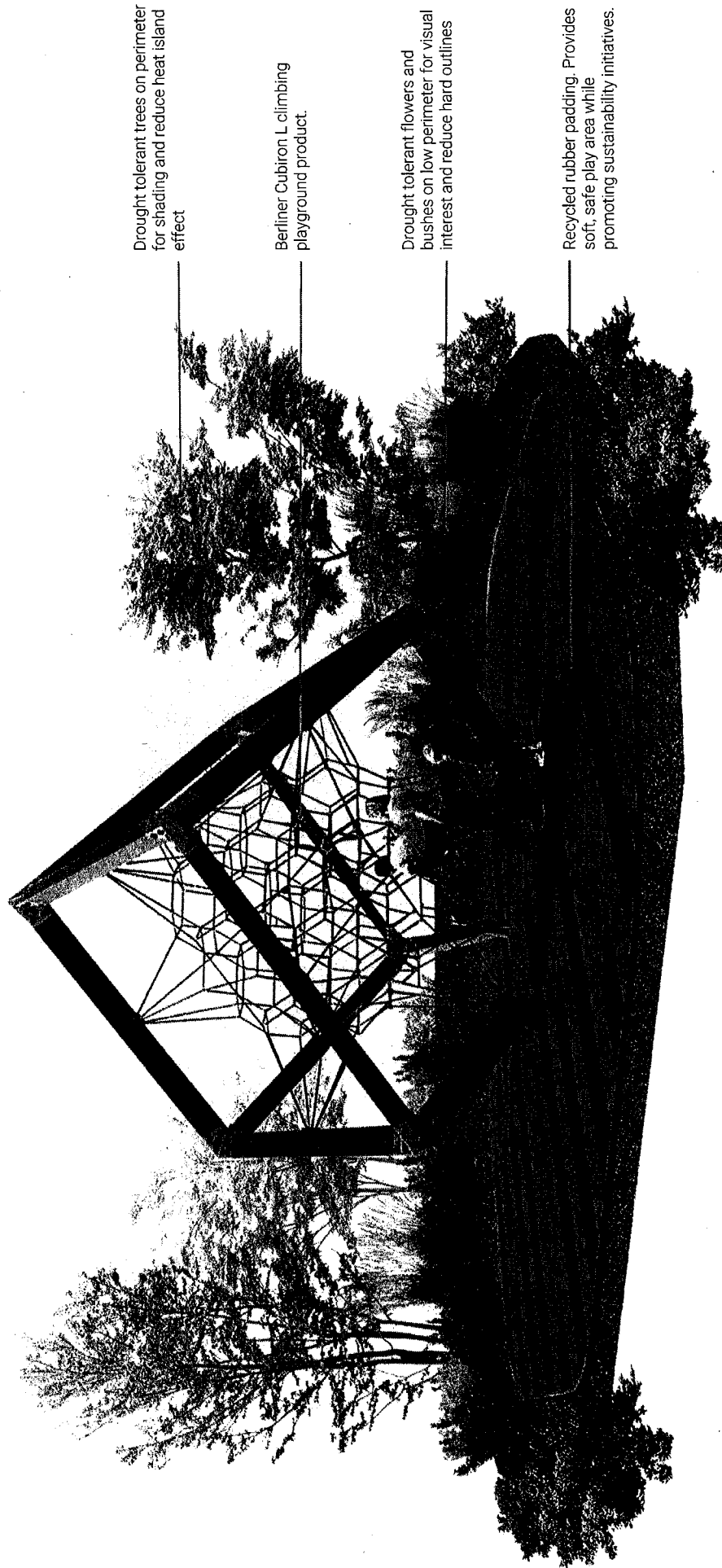


Ability to use space for day or night events

Outdoor seating for potential restaurant tenants and general tenant use

Mix of greenspace and hardscape. Promotes walkability and lounge space

AMENITY CHILDREN'S PLAYGROUND



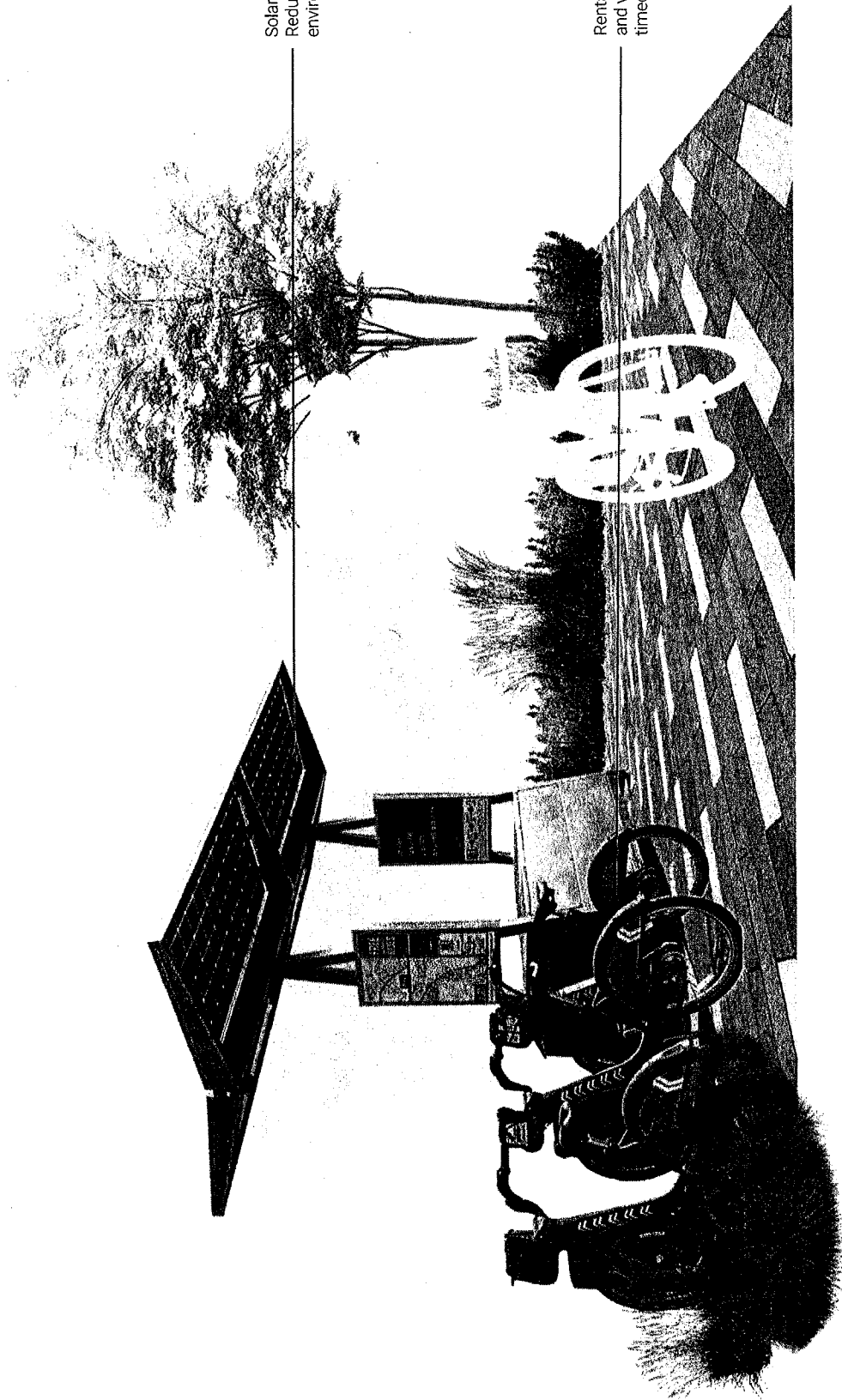
Drought tolerant trees on perimeter for shading and reduce heat island effect

Berliner Cubiron L climbing playground product

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Recycled rubber padding. Provides soft, safe play area while promoting sustainability initiatives.

AMENITY E-BIKE DOCKING STATION



Solar panels to charge E-Bikes.
Reduces long term cost and
environmental impact.

Rentable e-bikes. Provides tenants
and visitors with the option for
timed bike rentals.

AMENITY COMMUNITY PLAZA // SUMMER



Drought tolerant flowers and bushes
on low perimeter for visual interest
and reduce hard outlines

Ability to use space for day or night
events

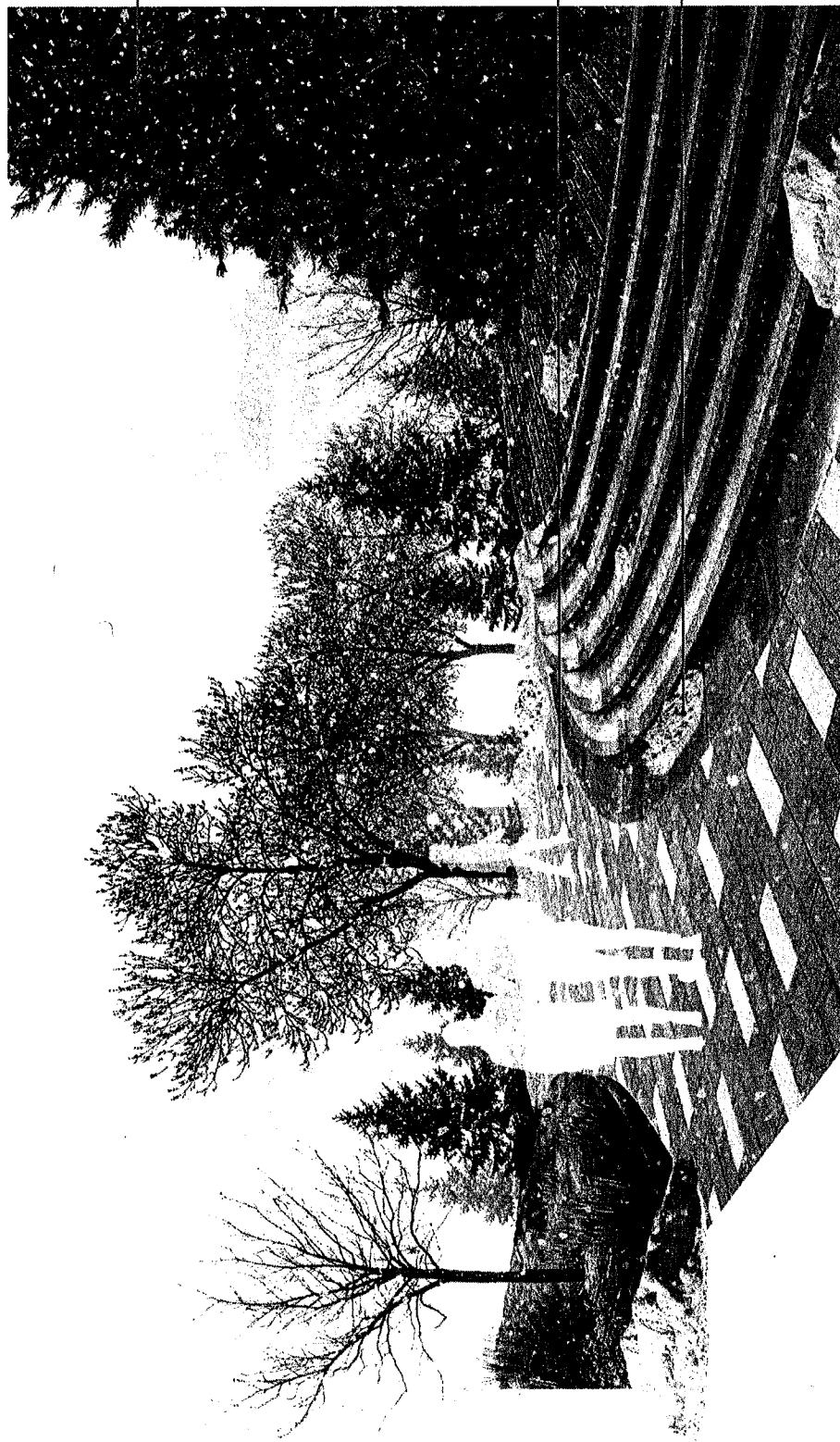
Outdoor wood clad stage with
possibility for live shows, displays,
and events

Mix of greenspace and hardscape.
Promotes walkability and lounge
space

AMENITY COMMUNITY PLAZA // AUTUMN



AMENITY COMMUNITY PLAZA // WINTER



Event stage can be used for seasonal displays

Mix of greenspace and hardscape. Ability to host events in large open hardscape

Weatherproof plaza material for use year round

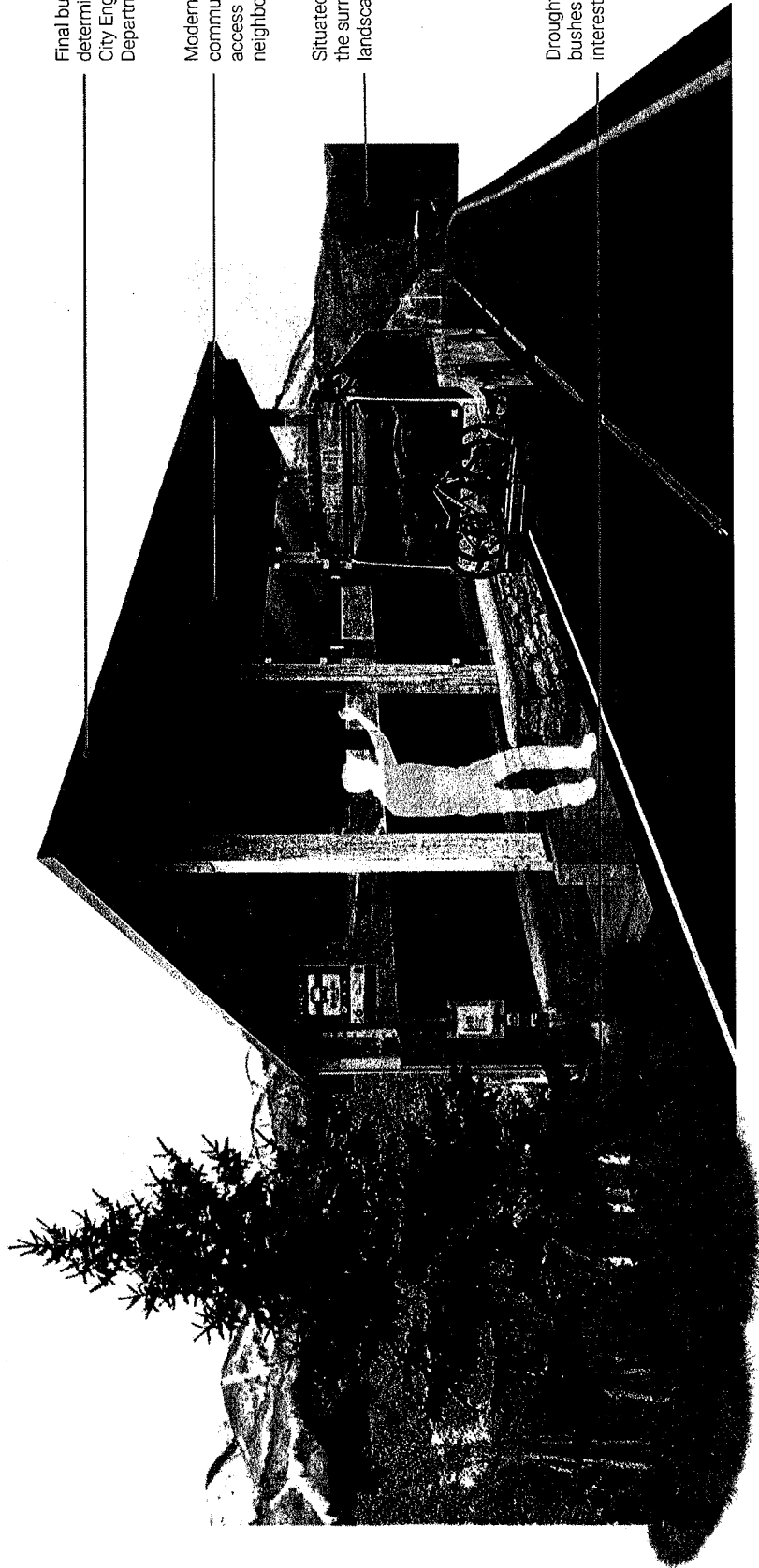
AMENITY BIKE FIX-IT STATION



Paved 12' wide multi use trail system to maintain a safe path for pedestrians, dog walkers, and cyclists.

Bike fix-it station. Includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs

AMENITY BUS TRANSIT PICKUP



Final bus shelter location to be determined in conjunction with Park City Engineering and Transportation Departments. Final location TBD

Modern transit hub. Promotes community connectivity and ease of access to surrounding neighborhoods and amenities

Situated to capture great views of the surrounding mountains and landscape

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

AMENITY 6 COMMUNITY POCKET PARKS

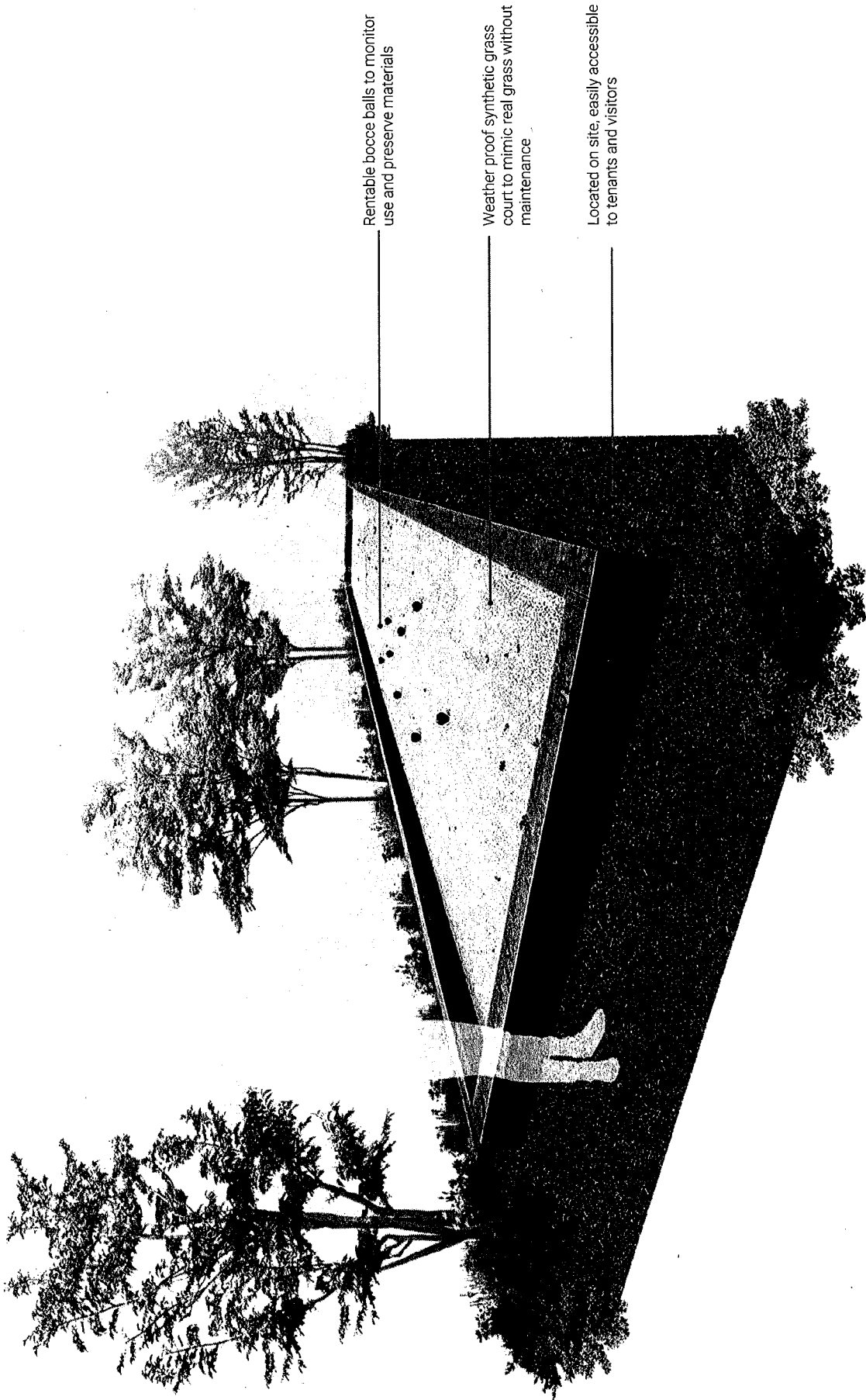


Situated amongst landscaping to give tenants an opportunity to interact with nature right outside their homes

Parks provide areas of rest and reflection off of the trail system

Paved 12' wide multi use trail system to maintain a safe path for pedestrians, dog walkers, and cyclists.

AMENITY BOCCE BALL COURT



Rentable bocce balls to monitor use and preserve materials

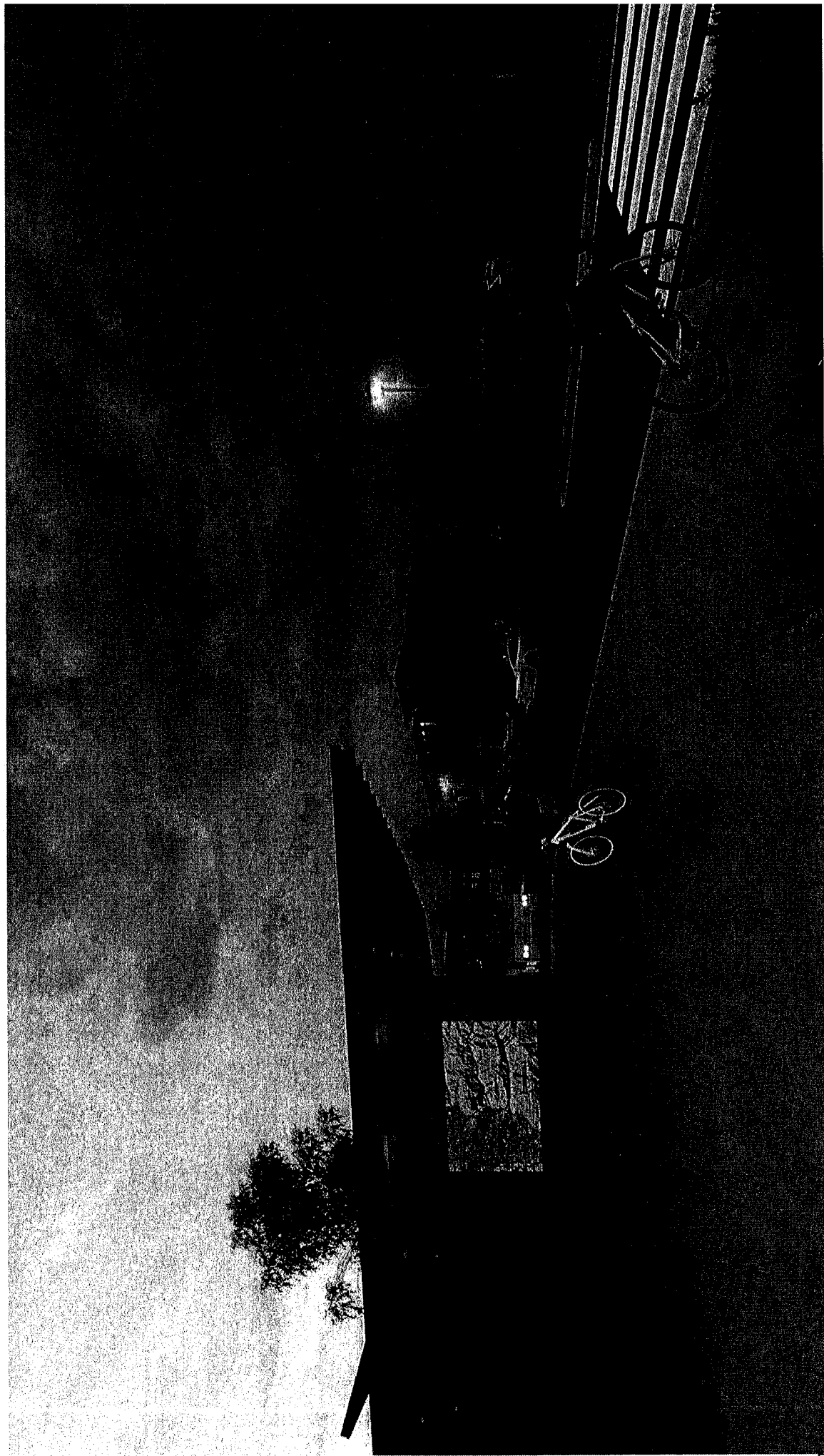
Weather proof synthetic grass court to mimic real grass without maintenance

Located on site, easily accessible to tenants and visitors

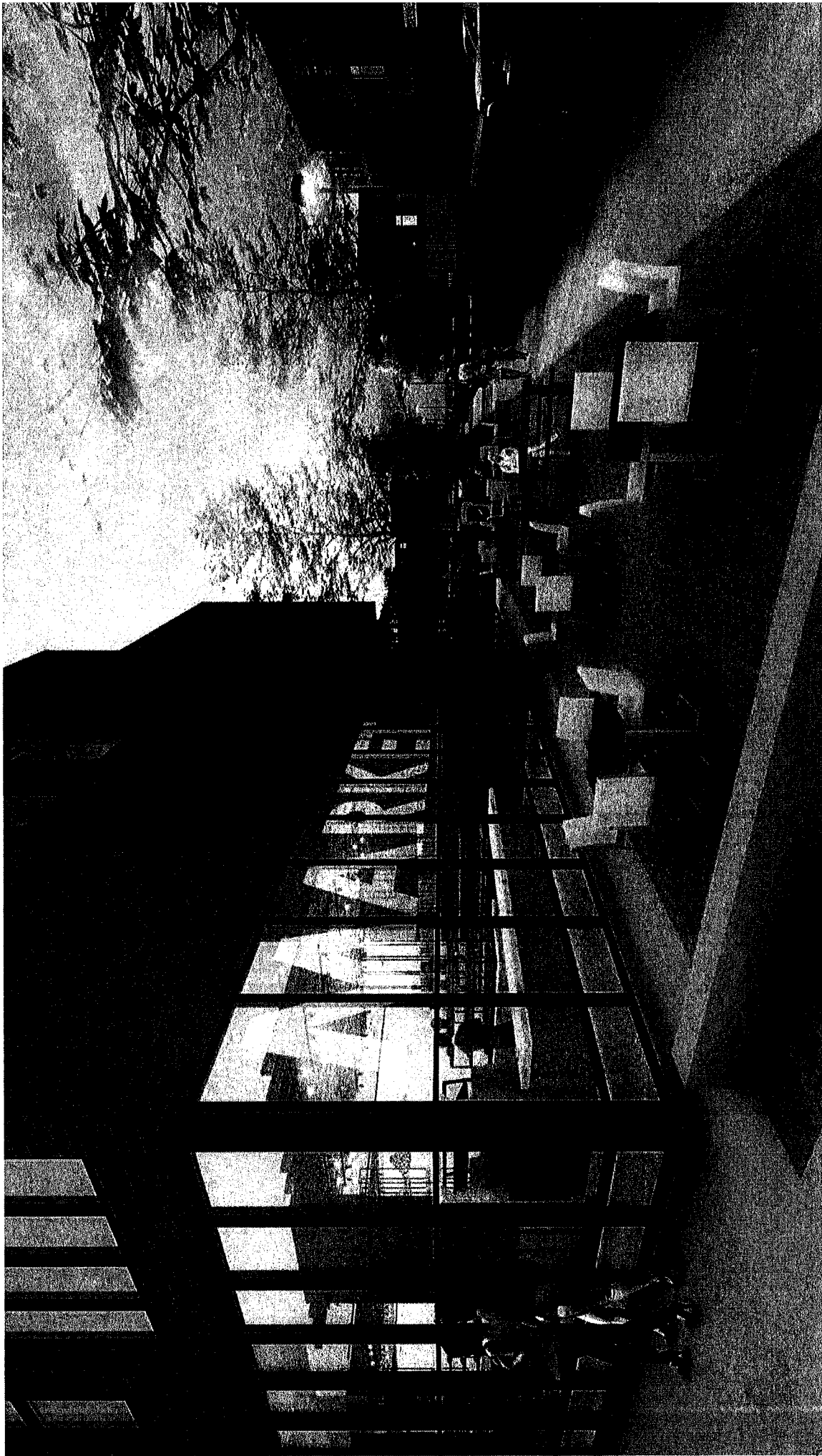
COMMUNITY FOCUSED RETAIL & PARKING



TRANSIT STOP & E-BIKE STATION



COMMUNITY FOCUSED COMMERCIAL & OUTDOOR DINING



OUTDOOR AMENITIES AND OPEN SPACE



Exhibit G

EXHIBIT G PHASING PLAN

Phase 1: The first phase consists of the transit stop and bus shelter, the plaza area, and two mixed-use rental buildings totaling Ninety Thousand (90,000) square feet. Each building is three-stories with a maximum building height of forty (40) feet, exceeding the zone height of twenty-eight (28) feet. Both buildings contain Fifteen Thousand (15,000) square feet of commercial space on the ground floors and Thirty Thousand (30,000) square feet of affordable rental housing on the second and third levels. It is anticipated that Phase 1 will include approximately One Hundred and Twenty (120) affordable housing units, including and exceeding Developer's Affordable Housing Requirement with Sixty-Five (65) required units and Fifty-Five (55) "additional" affordable units. There are no market rate units in Phase 1.

Phase 2: The second phase consists of two commercial buildings totaling Thirty Thousand (30,000) square feet. Each building is 1-story with a maximum building height of Twenty-Five (25) feet, meeting the zone height. Each building contains Fifteen Thousand (15,000) square feet of "community focused, small-scale commercial, retail or restaurant" space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2.

Phase 3: The third phase consists of no more than Fifty (50) for-sale market-rate townhomes in five (5) clusters of Ten (10) units totaling 82,000 square feet. Each unit is two-stories totaling between 1,500 -1,700 square feet with a maximum building height of Twenty-Five (25) feet, meeting the zone height, and contains two to three bedrooms. A garage and access to surface parking are included with each townhome. There are no affordable units proposed for Phase 3.

Phase 4: The final phase consists of one market-rate building of Sixty (60,000) square feet. The building is three-stories with a maximum building height of Forty (40) feet, exceeding the zone height. This building will contain a maximum of Fifty (50) for-sale market-rate units and Seventy-Two (72) underground parking stalls for residents of the building.

Any-time Phase: The site plan also includes one additional four-story, for-rent affordable building to be built concurrent to the Phase 4 market-rate building, or earlier. The building has a maximum building height of Forty-Five (45) feet, exceeding the zone height and the balance of the "additional" affordable units, Sixty-Five (65) units, will be constructed in this building.

A bus shelter shall be provided on site by the Applicant at a location to be determined by the City Engineer.

**EXHIBIT H
MINE HAZARDS**

****There are no known mine hazards within the Property.****

Exhibit I



NOTICE OF HOUSING AUTHORITY ACTION

Description: Affordable Housing Mitigation Plan
Project Title: Studio Crossings Development
Date of Action: December 15, 2022

Summary of Housing Authority Action

On December 15, 2022, the Park City Housing Authority approved the Housing Mitigation Plan (Attachment 1) in fulfillment of the housing obligations for the Studio Crossings development pursuant to the Studio Crossings Master Planned Development, approved by the Planning Commission on November 9, 2022. In fulfillment of the housing obligation, the Housing Authority approved an on-site development of a minimum of one hundred and eighty-five on-site affordable units.

1. On December 9, 2021, the City Council unanimously supported the proposed change from a Film Studio Campus to a mixed-use development with a significant affordable/attainable housing component at an average of 80% of Area Median Income (AMI) and a Density consistent with the original MPD.
2. On November 9, 2022, the Planning Commission unanimously approved amending the MPD to allow for additional uses and to modify the number, footprints size, and building heights for the remaining Density allocated in the MPD on Lot 1B only. Lot 1A will remain subject to the original Annexation, Zoning, and MPD agreements. The amendment to the existing MPD allows the developer to construct a mixed-use development project, including at least 185 affordable deed-restricted rental dwelling units, 60,000 square feet of support Commercial Uses, and up to 100 market-rate for-sale units. Studio Crossings will fulfill the Housing Mitigation Plan by building a minimum of 185 on-site affordable dwelling units totaling 109,080 square feet.
3. Rental rates will be set as described in the attached Housing Mitigation Plan and adjusted annually based on the Area Median Income for Summit County published by HUD.
4. The project is proposed to be developed in four phases. Sixty-five Required on-site affordable dwelling units (42.4 Units Equivalent (AUEs) are required in Phase I. The remaining affordable dwelling units will be built in later phases. No certificate of occupancy will be issued on any market rate unit until the affordable dwelling units for that phase have been completed.

Conditions of Approval:

1. A minimum of sixty-five (65) affordable dwelling units totaling 42.4 AUEs or 38,160 square feet shall be rented to qualified renters with an income at or below 80% or less of the Area Median Income (AMI) for Summit County.
2. The remaining affordable dwelling units shall be rented to a qualified renter with an income of 120% AMI or less for Summit County with the exception of 77 Studio units described below.
3. The proposed bedroom mix, size, and AMI level of the affordable units are as follows:

PHASE 1					
Type	Units	Size	AUEs	RENT LEVEL AMI	QUALIFIED HOUSEHOLD AMI
Studios	27	400	12	60%	80%
1 Bedroom	23	600	15.4	80%	80%
2 Bedrooms	10	800	8.9	80%	80%
3 Bedrooms	5	1,100	6.1	80%	80%
TOTAL	65	38,100	42.4		
REMAINING PHASES					
Type	Number	Size	AUEs	AMI	
Studios	50	400	22.2	70%	120%
1 Bedrooms	40	600	26.7	80%	120%
2 Bedrooms	20	800	17.8	80%	120%
3 Bedrooms	10	1,100	12.2	80%	120%
TOTAL	120	71,010	78.9		
TOTAL MPD REQUIRED		185	109,110	121.3	

4. At least 27 studios shall be available to households making up to 60% of AMI, and at least 50 Studios shall be available to households making up to 70% of AMI, broadening the affordability of these units.
5. The Applicant shall submit a draft Studio Crossing Homeowner Association Declaration that includes the affordable housing obligations outlined in the approved Housing Mitigation Plan for review and approval by the Planning, Housing, and

Legal Departments prior to submitting a subdivision or condominium mylar. The Declaration shall be approved, executed, and recorded simultaneously with the condominium plat.

6. The required 65 affordable units built on site shall receive certificate of occupancy before any market rate unit.
7. A final housing calculation shall be conducted once final market-rate residential units and commercial uses have been determined. If the required number of affordable units changes based on a change in the number of market-rate residential units or changes in the commercial employee generation calculation prior to occupancy of the commercial spaces. In that case, the Housing Mitigation Plan must be updated and re-submitted for Housing Authority approval.

If you have any questions about this action letter, please contact Jason Glidden at 435-615-5268 or via email at jglidden@parkcity.org.

Attachments:

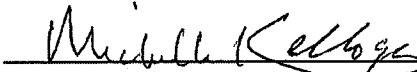
1. Studio Crossings Housing Mitigation Plan dated November 2022.

CONFIRMED AND ADOPTED this 15th DAY OF December 2022.

PARK CITY HOUSING AUTHORITY


Nann Worel, CHAIR

Attest:


Michelle Kellogg, City Recorder



Approved as to Form:


City Attorney's Office

November 29, 2022

Quinn Capital Partners, LLC Housing Mitigation Plan

Quinn Capital Partners, LLC is pleased to be able to incorporate this housing mitigation plan as a part of its Amended Master Planned Development. This proposal will convert a substantial portion of the existing commercial square footage to affordable housing and create a vibrant, year-round neighborhood compatible with surrounding residents. The proposed modifications will also reduce daily traffic and enhance the quality of life for our residents, all while helping to meet community environmental and housing goals.

This housing mitigation plan is part of the 2022 Amendment to the Master Planned Development Agreement and Annexation Agreement. The original 2012 Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development expressly provided that no affordable housing was required to be built as a condition of development. Recognizing the needs of the community and benefits to the community in constructing affordable housing, QCAP is proposing to construct a minimum of 185 units of affordable housing units as part of its proposal to amend the 2012 Development Agreement.

Background

The 2012 Development Agreement did not require the construction of any affordable housing. (DA Section 5, Affordable Housing). When QCAP subdivided the subject property earlier in 2022, the City required as a condition of plat approval a note requiring QCAP to provide affordable housing meeting the current code requirements if it any point it amended the 2012 Development Agreement. In addition to meeting the code-based requirements for affordable housing, QCAP is proposing to convert existing commercial entitlements to affordable housing.

Proposed Plan

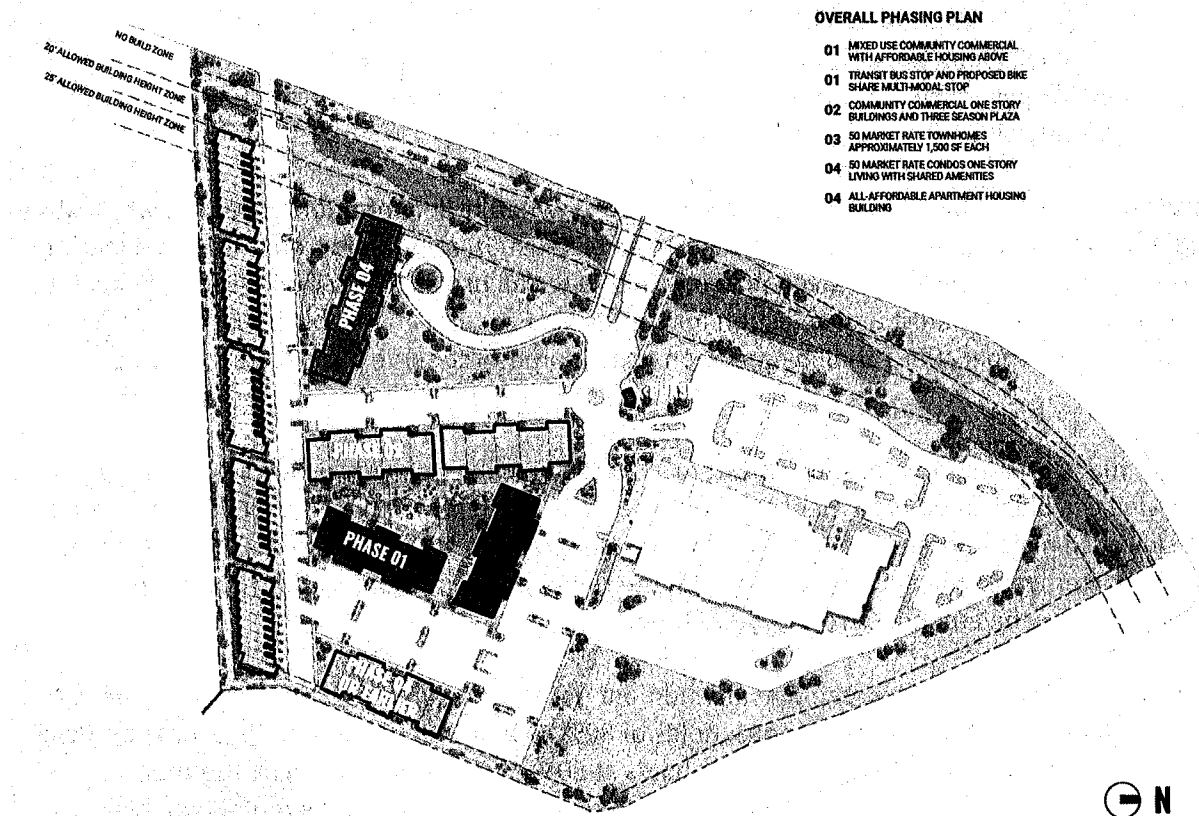
QCAP proposes to construct more than enough affordable housing units to meet the requirements of the 2021 Park City Affordable Housing Resolution. The 2021 Housing Resolution calls for a total affordable housing square footage for commercial uses based on an employee mitigation calculation. The same resolution requires 20% of condominium units to be affordable units. Per the resolution, each affordable unit is calculated as containing 900 square feet.

The final count of units required may adjust slightly with final preparations of plans and to address City input, however the required square footage will be provided per the Resolution. Forecasted calculations for the affordable housing are shown in Table 1 below:

1st and 4th (anytime) phase. An unconditional certificate of occupancy, or a temporary certificate of occupancy if it allows for operation of the affordable housing units will not issue for each phase until the affordable housing requirement is met.

Site plans showing the proposed affordable housing, including the parking, are included in Exhibit A below:

Exhibit A



AMI numbers, updated on an annual basis. QCAP will rent 27 units at 60% AMI and 50 units at 70% AMI.

Table 2 – 80% AMI Rates

Bedrooms	Occupants	*AMI (80%)	Income Percentage	Yearly Rent	Monthly Gross Rent I	No. of Units
0	1	\$66,960	30%	\$20,088.00	\$1,674.00	0
1	2	\$76,480	30%	\$22,944.00	\$1,912.00	63
2	3	\$86,080	30%	\$25,824.00	\$2,152.00	30
3	4	\$95,600	30%	\$28,680.00	\$2,486.00	15

Table 3 – 70% AMI Rates

Bedrooms	Occupants	*AMI (70%)	Income Percentage	Yearly Rent	Monthly Gross Rent I	No. of Units
0	1	\$58,560	30%	\$17,568.00	\$1,464.00	50

Table 4 – 60% AMI Rates

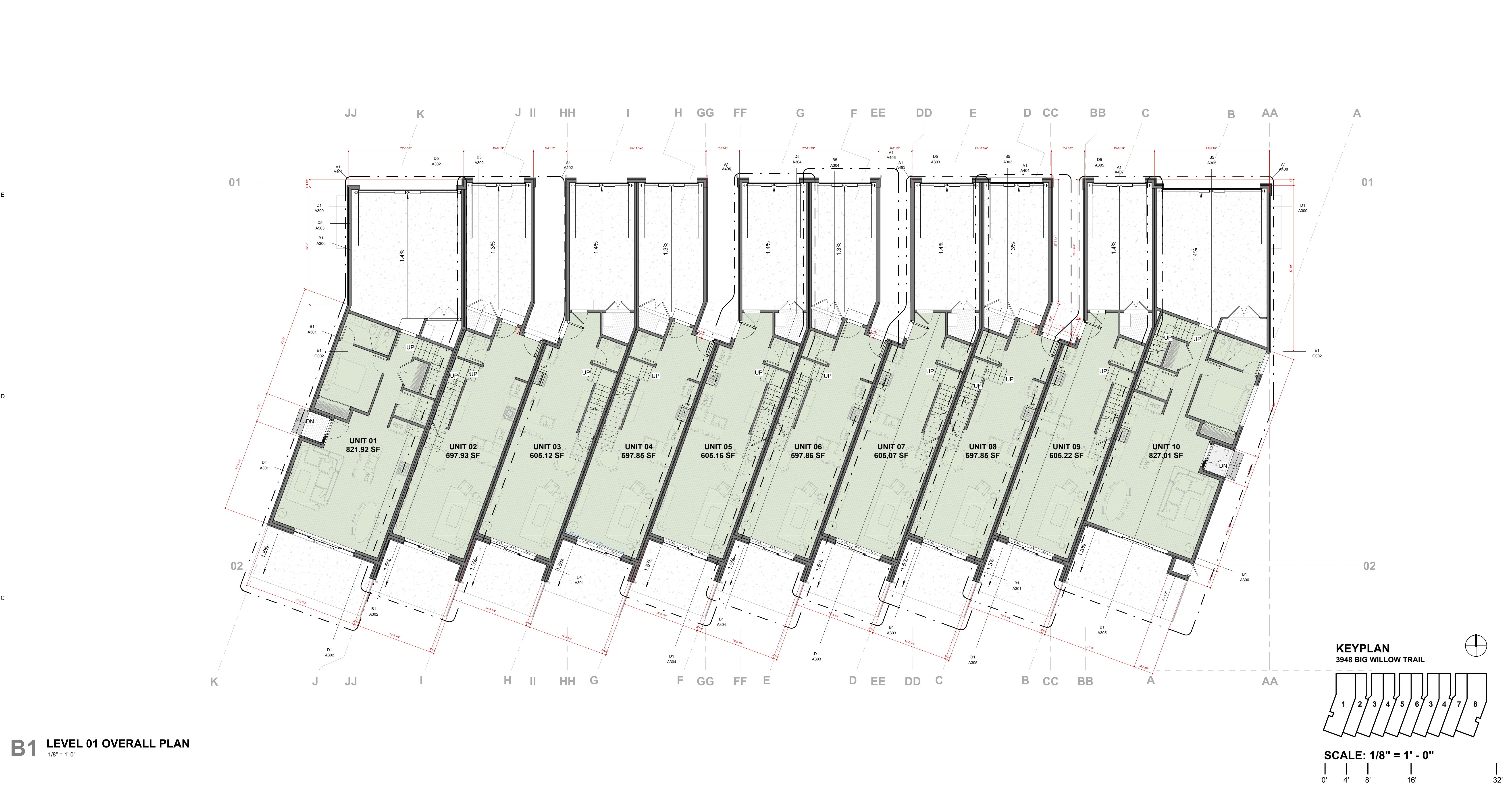
Bedrooms	Occupants	*AMI (60%)	Income Percentage	Yearly Rent	Monthly Gross Rent I	
0	1	\$50,200	30%	\$15,060.00	\$1,255.00	27

*AMI is based on 2021 Summit County AMI numbers.

Amenities

The Studio Crossings development will include a number of amenities available to residents of the affordable housing units. These amenities include a community plaza with a stage and play structure, a sheltered bus stop within the site, an e-bike station and bike fix-it station, 12-foot multi-use paths with pocket parks and benches throughout the site, connection to the rail trail, and Open Space with two pickleball courts, a bocce ball court, and a half basketball court.

Studio Crossings will be a transit and trail-oriented development. There will be a dedicated and improved transit stop within the development. QCAP is also working to ensure that an electric bikeshare location is included on site. In addition to these public transit options, there will be covered bike storage available for each of the affordable housing buildings. It is QCAP's intention to enable and encourage alternative transit options to private vehicle ownership.



B1 LEVEL 01 OVERALL PLAN
1/8" = 1'-0"

GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

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PLAN NOTES

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FURNITURE NOTES

CONTRACTOR TO PROVIDE ELECTRICAL BOX COORDINATION MEETING PRIOR TO INSTALLATION OF ELECTRICAL CONDUIT TO ENSURE PROPER LOCATIONS AND COORDINATION WITH FURNITURE DURING CONSTRUCTION ROUGH IN.

CONTRACTOR TO INSTALL ALL APPLIANCES PROVIDED BY OWNER. COORDINATION WITH APPLIANCE AND MILLWORK / ELECTRICAL IS REQ.

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ALL DOOR LOCKSETS SHALL BE ADA COMPLIANT LEVER TYPE. ALL DOOR HARDWARE TO BE OPERATED WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THRESHOLDS ARE LIMITED TO 1/2" MAXIMUM HEIGHT. CAULK HEAD, JAMBS, AND SILLS OF ALL DOORS, STOREFRONT, AND WINDOWS WITH SEALANT CONTINUOUSLY APPLIED TO BOTH SIDES OF THE FRAMES. COLOR OF SEALANT SHALL MATCH ADJACENT WALL COLOR OR BE PAINTABLE.

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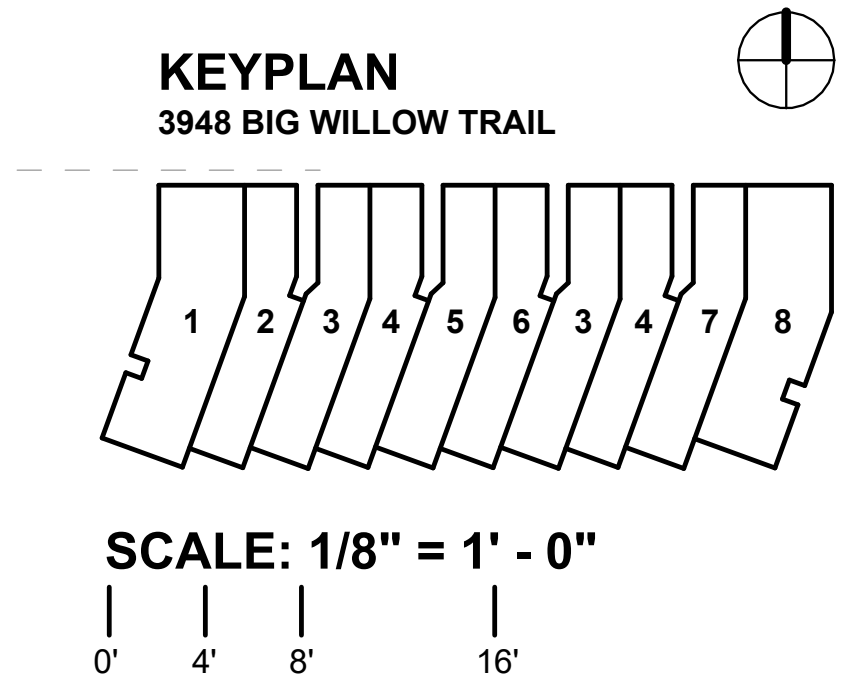
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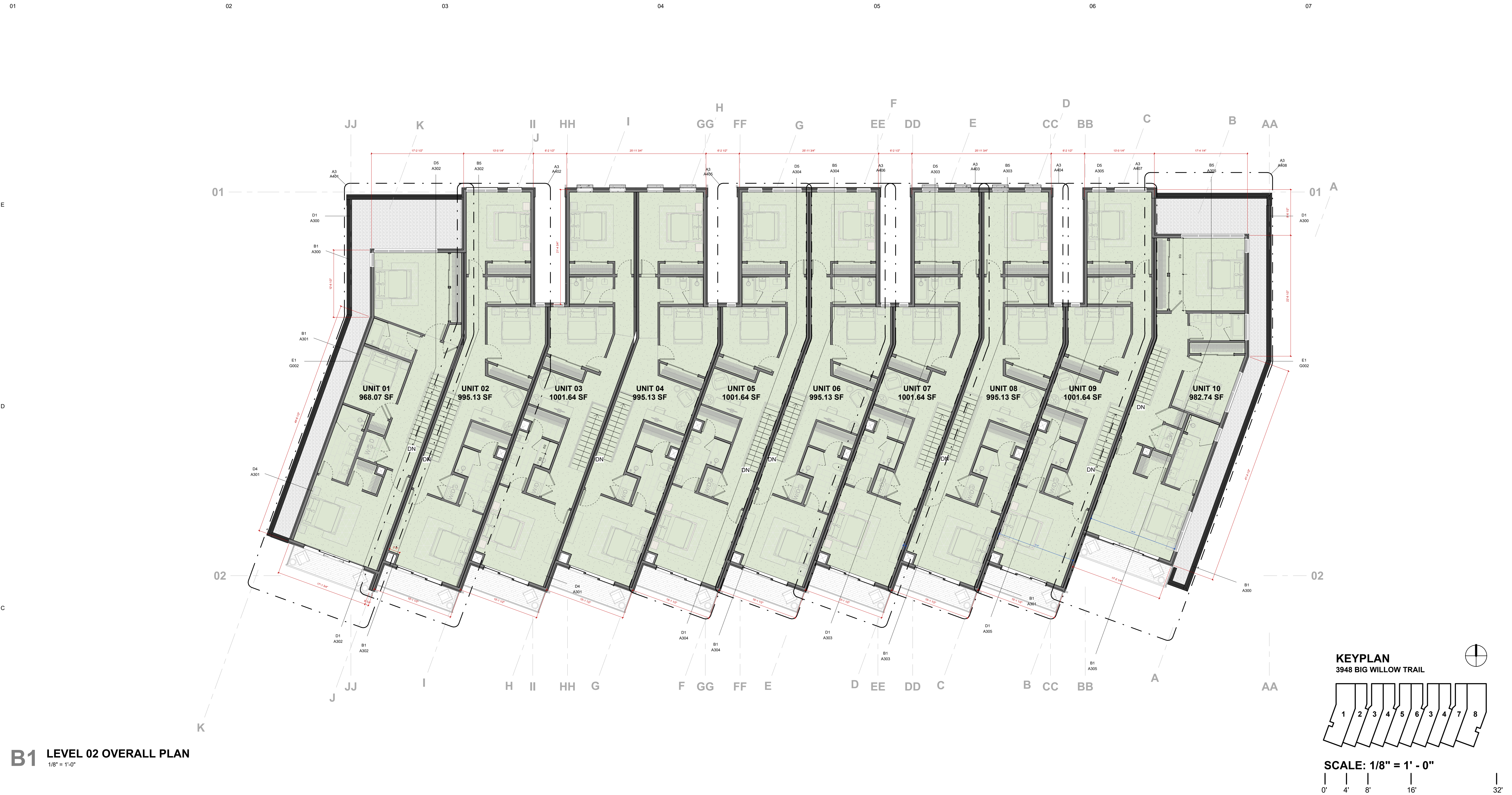
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No.	Revision Description	Date
Client	CRANDALL CAPITAL 4001 KEARNS BLVD. PARK CITY, UTAH, 84060	
Print Date	6/4/2025 12:15:28 PM	PERMIT
Project Submission	2235	2235
Project Number		
Drawn by	J. OHLS & H. ASHABOOLU	
Checked by	HOWARD TRENT SMITH	

Architect	MODERN OUT WEST 300 West 400 North Salt Lake City, UT 84103 trent@modernoutwest.com
Structural	YORK ENGINEERING 14203 Minute Man Drive, Suite 202 Draper, UT 84020 tanner.dements@yorkengineering.com
Mechanical	SHAKESPEARE ENGINEERING 4241 South River Rd Ste B St George, UT 84790 brad@shakespeare-eng.com
Electrical	ELEMENTAL ENGINEERING 76 W 13775 S, Ste 3 Draper, UT 84020 eric@elementalelectricalengineering.com
Civil	DOMINION ENGINEERING South Green St Murray, UT 84123 jeremy@dominioneng.net
Landscape	GREAT BASIN ENGINEERING 5746 S 1475 E #200 South Ogden, UT 84403 joway@greatbasineng.com

modern OUTWEST



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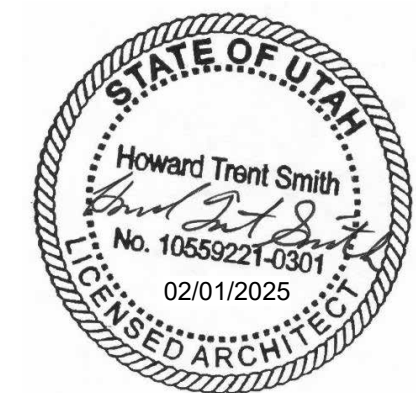
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Landscape	GREAT BASIN ENGINEERING 5746 S 1475 E #200 South Ogden, UT 84403 joway@greatbasineng.com

	Level 01 Gross	Level 02 Gross	Total Unit
Unit 01	821.92	968.07	1789.99
Unit 02	597.93	995.13	1593.06
Unit 03	605.12	1001.64	1606.76
Unit 04	597.85	995.13	1592.98
Unit 05	605.16	1001.64	1606.8
Unit 06	597.86	995.13	1592.99
Unit 07	605.07	1001.64	1606.71
Unit 08	597.85	995.86	1593.71
Unit 09	605.22	1001.64	1606.86
Unit 10	827.01	982.74	1809.75
Cluster Total	6460.99	9938.62	16399.61
5 Cluster Total	32304.95	49693.1	81998.05



Planning Department

June 13, 2024

Trent Smith
3981 Kearns Boulevard

CC: Quinn Capital Partners

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 3981 Kearns Boulevard

Zoning District: Community Transition
Regional Commercial Overlay
Entry Corridor Protection Overlay
Sensitive Land Overlay

Application: Administrative Conditional Use Permit

Project Number: PL-23-05958

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: June 13, 2024

Project Summary: The Applicant Proposes an Administrative Conditional Use Permit for Phase I of the Studio Crossing Master Planned Development (formerly the Film Studio and Media Campus Master Planned Development).

Action Taken

On June 13, 2024, the Planning Director conducted a public hearing and approved the Administrative Conditional Use Permit for Phase I of the Studio Crossing Master Planned Development according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact



Planning Department

1. The Studio Crossing Master Planned Development is located at 3981 Kearns Boulevard on 20.46 acres and is part of the Park City Film Studios First Amended Subdivision.
2. On November 9, 2022, The Planning Commission approved the Studio Crossing Master Planned Development (MPD) for a mixed-use project including at least 185 affordable for-rent units. The project also includes 60,000 square feet of Commercial Uses, up to 100 market-rate condominiums, a transit stop and shelter, and a bike share and trail connection.
3. On December 15, 2022, the City Council approved Ordinance No. 2022-47 amending the Annexation and Zoning Ordinance for the Studio Crossing property.
4. On December 15, 2022, the City Council approved the Housing Mitigation Plan for Studio Crossing which requires the Applicant to construct 65 on-site affordable dwelling units (42.4 Affordable Unit Equivalents or 38,160 square feet) in Phase I.
5. On January 17, 2024, the Development Agreement for the Studio Crossing MPD was recorded with Summit County, Recorder Entry No. 01214657.
6. Section 2.1 of the Studio Crossing Development Agreement requires an Administrative Conditional Use Permit prior to any construction activity.
7. The Applicant proposes an Administrative Conditional Use Permit for Phase I of the Studio Crossing MPD.
8. On April 19, 2024, the Studio Crossing Subdivision Plat was recorded with Summit County, Recorder Entry No. 1218425.
9. The Applicant proposes 104 Affordable Deed Restricted Units (totaling 60,000 square feet) in the Mixed-Use South and Mixed-Use North Buildings of Phase 1.
 - a. The remaining affordable units in the project will be constructed as part of the "Any-time Phase" which includes an all-affordable building with an additional 104 affordable units.
10. The Applicant proposes a total of 29,642 square feet of commercial space for Phase 1 on the ground level of the South and North Mixed-Use Buildings.
11. The Applicant proposes 287 Parking Spaces to be constructed in Phase 1.
12. The Application complies with the Studio Crossing Subdivision Plat.
 - a. The proposed mixed-use buildings will be located within the platted building pods.
13. The Application complies with the Development Agreement for the Studio Crossing MPD.



Planning Department

- a. On November 9, 2022, The Planning Commission approved the Studio Crossing MPD. The proposed plans comply with the approved Studio Crossing MPD.
- 14. The Application, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E)
 - a. Size and Location of the Site
 - i. The proposed buildings for Phase I comply with the approved Subdivision Plat, and the plans reviewed and approved by the Planning Commission on November 9, 2022.
 - b. Traffic considerations
 - i. The Planning Commission reviewed a Trip Generation Memorandum for the proposed MPD on November 9, 2022, and determined the proposed mix of uses was appropriate for the surrounding streets.
 - c. Utility capacity
 - i. The Development Review Committee reviewed the application on February 6, 2024, and confirms the proposal conforms to their requirements.
 - d. Emergency vehicle access
 - i. The Park City Fire District approved the proposed project on April 18, 2024.
 - e. Off-Street parking
 - i. LMC § 15-3-6(A) requires 1 Parking Space for residential apartment units less than 1,000 square feet and 1.5 Parking Spaces for residential apartment units greater than 1,000 square feet but less than 2,000 square feet. The residential parking requirement for Studio Crossing according to LMC § 15-3-6(A) is 108 Parking Spaces.
 - ii. LMC § 15-3-6(B) outlines parking requirements for non-residential uses. The Applicant does not have proposed uses for the commercial space in Phase I. Major Retail Commercial and Intensive Office Uses require five Parking Spaces per 1,000 square feet of net leasable floor Area.
 - iii. The Parking requirement based on 29,642 square feet of assumed Major Retail Commercial space or Intensive Office space and the



Planning Department

proposed residential units is 256 Parking Spaces required for Phase I based on LMC § 15-3-6.

- iv. The Planning Commission reviewed a Parking Analysis submitted by the Applicant on November 9, 2022. According to the Development Agreement, the Applicant is required to construct 566 Parking Spaces for all phases of development. The Applicant proposes 287 Parking Spaces to be constructed for Phase I, exceeding the LMC requirement of 256 Parking Spaces
- f. Internal vehicular and pedestrian circulation system
 - i. Vehicle Access is located off State Route 248 (Kearns Blvd). The Applicant obtained a Conditional Access Permit from UDOT on January 3, 2024.
- g. Fencing, Screening, and landscaping
 - i. There is no fencing proposed, and the Applicant has submitted a Landscape Plan that is compliant with LMC § 15-5-5(N).
- h. Building mass, bulk, and orientation
 - i. The proposed buildings for Phase I are compliant with the site plan reviewed and approved by the Planning Commission November 9, 2022.
- i. Useable Open Space
 - i. MPDs require a minimum of 60% Open Space. However, the previous MPD had no minimum Open Space requirement per the Annexation Agreement. The updated Studio Crossing MPD site plan increases the amount of Open Space over the previously approved MPD.
- j. Signs and lighting
 - i. All proposed signs must be approved through a Sign Permit submitted to the Planning Department prior to installation.
 - ii. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000-degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final



Planning Department

lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.

- k. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
 - i. The proposed buildings for Phase I are compliant with the site plan reviewed and approved by the Planning Commission November 9, 2022.
- l. Noise, vibration, odors, steam, or other mechanical factors
 - i. Any proposed commercial uses must comply with the City Noise Ordinance.
- m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
 - i. The Applicant proposes to screen the trash and recycling areas with metal panel enclosures with standing seam metal roofs and heavy-duty metal gates.
- n. Expected ownership
 - i. The owner of record for Studio Crossing is Quinn Capital Partners, LLC, and has signed off on this application.
- o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site
- p. Review for consistency with the goals and objectives of the Park City General Plan
 - i. Goal 7 of the Park City General Plan is to create a diversity of primary housing opportunities. This project adds to the affordable rental stock of Park City, increasing housing opportunities for Park City residents and workers.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements, Studio Crossing Master Planned Development, and Section 15-1-10(E) Conditional Use Permits.
2. The Use will be compatible with surroundings Structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.



Planning Department

Conditions of Approval

1. Any changes, modifications, or deviations from the approved plans that have not been approved in advance by the Planning Department may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. The majority of the 60,000 square feet of Commercial Uses in the project shall be limited to smaller-scale community oriented commercial Uses set forth in the Application and Final Plan Set dated October 26, 2022, and the applicant shall not be required to return to the Planning Commission for a CUP unless noted herein. Any Conditional Use that requires a CUP in the Regional Commercial Overlay and has a parking requirement of 5 stalls per 1,000 square feet or greater, shall require a CUP except for Restaurants, Bars, or Child Care Centers. A detailed parking analysis shall be submitted at the time of CUP application to allow Planning Staff to calculate the parking demand in relation to the parking supply. Telecom Antennas, Office Intensive, Retail/Service Intensive, and Medical Office/Clinic shall require a CUP.
5. The Planning Department shall complete an Administrative CUP for any Child Care Center, Intensive Office, and/or Major Retail or Major Service Use, to ensure that most of the Commercial Uses are smaller-scale and community oriented, and that there is sufficient parking and/or drop off/pick-up areas for the proposed mix of uses. A detailed parking analysis shall be submitted at the time of Administrative CUP application to allow Planning Staff to calculate the parking demand in relation to the parking supply.
6. Commercial Uses shall not include Hotels of any kind, any business with a Drive-Up window, or Gasoline Service Station.
7. Signs for commercial uses must receive a sign permit from the Planning Department.
8. Rooftop mechanical equipment shall be architecturally screened from public view.
9. Building heights for the north and south mixed-use buildings shall be in compliance with the approval documents as determined by the Planning Director prior to Building Permit issuance.



Planning Department

10. Deed restrictions for all affordable units shall be recorded with Summit County prior to any final inspections, building permit closure, or issuance of Certificates of Occupancy for any market-rate, commercial, or affordable units.
11. The Applicant shall submit approval from the City Engineer for the secondary access to the site, prior to Building Permit issuance.
12. All prior Conditions of Approval for the Studio Crossing MPD and Plat Amendment continue to apply.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

DocuSigned by:

E4E79E75E143478
Rebecca Ward
Planning Director

CC: Virgil Lund



Planning Department

November 7, 2024

Trent Smith
3981 Kearns Boulevard

CC: Quinn Capital Partners

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 3981 Kearns Boulevard
Retail Building Addresses: 3958 Front Street, 3952 Front Street

Zoning District: Community Transition
Regional Commercial Overlay
Entry Corridor Protection Overlay
Sensitive Land Overlay

Application: Administrative Conditional Use Permit

Project Number: PL-24-06283

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: November 7, 2024

Project Summary: The Applicant Proposes an Administrative Conditional Use Permit for Phase II of the Studio Crossing Master Planned Development (formerly the Film Studio and Media Campus Master Planned Development).

Action Taken

On November 7, 2024, the Assistant Planning Director conducted a public hearing and approved the Administrative Conditional Use Permit for Phase II of the Studio Crossing Master Planned Development (MPD) according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Studio Crossing MPD is located at 3981 Kearns Boulevard on 20.46 acres and is part of the Park City Film Studios First Amended Subdivision.



Planning Department

2. On November 9, 2022, the Planning Commission approved the Studio Crossing MPD. On the same day the Planning Commission forwarded a recommendation to the City Council to amend the Quinn's Junction Partnership Annexation Master Planned Development Agreement to allow for Studio Crossing and amend the Zoning Ordinance for exceptions to the Zone Height for the Studio Crossing development at 3981 Kearns Boulevard.
3. On December 15, 2022, the City Council approved Ordinance No. 2022-47 amending the Annexation and Zoning Ordinance for the Studio Crossing property.
4. On December 15, 2022, the City Council approved the Housing Mitigation Plan for Studio Crossing which requires the Applicant to construct 185 on-site affordable dwelling units.
5. On October 25, 2023 the Planning Commission ratified the Development Agreement.
6. On January 17, 2024, the Development Agreement for the Studio Crossing MPD was recorded with Summit County, Recorder Entry No. 01214657.
7. On April 19, 2024, the Studio Crossing Subdivision Plat was recorded with Summit County, Recorder Entry No. 1218425.
8. Section 2.1 of the Studio Crossing Development Agreement requires an Administrative Conditional Use Permit prior to any construction in connection with the project.
9. On June 13, 2024, the Planning Director approved an Administrative Conditional Use Permit for Phase I of the Studio Crossing MPD.
10. On September 19, 2024, an Administrative Conditional Use Permit application was submitted to the Planning Department for Phase II of the Studio Crossing MPD.
11. On October 16, 2024, a complete application notice was sent to the Applicant.
12. For the Phase II development, the Applicant proposes two approximately 15,000-square-foot retail buildings to be located at 3958 and 3952 Front Street.
13. The Applicant proposes 131 surface-level Parking Spaces to be constructed in Phase II.
14. The Application complies with the Studio Crossing Subdivision Plat.
 - a. The proposed retail buildings will be located within the platted building Pod 1 and 4.
15. The Application complies with the Development Agreement for the Studio Crossing MPD.



Planning Department

- a. The proposed plans comply with the Planning Commission's November 9, 2022, approval of the Studio Crossing MPD.
 - b. The Studio Crossing MPD includes "two commercial buildings totaling 30,000 square feet. Each building is 1-story with a Building Height of 25 feet, meeting the zone height. Each building contains 15,000 square feet of 'community focused, small-scale commercial, retail or restaurant' space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2."
 - c. The South Retail building contains 14,844 square feet of commercial space and the North Retail building contains 14,875 square feet of commercial space.
16. The Application complies with Land Management Code Chapter 15-3 Off-Street Parking
- a. LMC § 15-3-6(B) outlines parking requirements for non-residential uses. The Applicant does not have proposed uses for the commercial space in Phase II. Major Retail Commercial and Intensive Office Uses require five Parking Spaces per 1,000 square feet of net leasable floor Area.
 - b. The Parking requirement based on 29,718 square feet of assumed Major Retail Commercial space or Intensive Office space and the proposed residential units is 149 Parking Spaces required for Phase II based on LMC § 15-3-6.
 - c. The Planning Commission reviewed a Parking Analysis submitted by the Applicant on November 9, 2022. According to the Development Agreement, the Applicant is required to construct 566 Parking Spaces for all phases of development. The Applicant proposes 131 Parking Spaces to be constructed for Phase II.
 - d. The Applicant proposes the following phased approach to meet the required 566 Parking Spaces:
 - i. Phase 1 Mixed Use: 190 Parking Spaces
 - ii. Phase 2 Retail: 131 Parking Spaces
 - iii. Phase 3 Apartments: 113 Parking Spaces
 - iv. Phase 4 Townhomes: 60 Parking Spaces
 - v. Phase 5 Condos: 72 Parking Spaces
 - e. LMC § 15-3-3(D) requires 20 percent of the Parking Area to be landscaped.



Planning Department

- i. The Applicant proposes 35,731 square feet of landscaped area, approximately 20 percent of the total Parking Area
 - f. LMC § 15-3-3(E) requires 15 percent of the Parking Area to be Snow Storage
 - i. The Applicant proposes 28,179 square feet, or 15 percent, of the Parking Area for Snow Storage.
- 17. The Application, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E)
 - a. Size and Location of the Site
 - i. The proposed buildings for Phase II comply with the approved Subdivision Plat, and the MPD plans reviewed and approved by the Planning Commission on November 9, 2022.
 - b. Traffic considerations
 - i. The Planning Commission reviewed a Trip Generation Memorandum for the proposed MPD on November 9, 2022, and determined the proposed mix of uses was appropriate for the surrounding streets.
 - c. Utility capacity
 - i. The Development Review Committee reviewed the application on November 5, 2024.
 - d. Emergency vehicle access
 - i. The Park City Fire District approved the proposed project on April 18, 2024 and November 5, 2024.
 - e. Off-Street parking
 - i. LMC § 15-3-6(B) outlines parking requirements for non-residential uses. The Applicant does not have proposed uses for the commercial space in Phase II. Major Retail Commercial and Intensive Office Uses require five Parking Spaces per 1,000 square feet of net leasable floor Area.
 - ii. The Parking requirement based on 29,718 square feet of assumed Major Retail Commercial space or Intensive Office space and the proposed residential units is 149 Parking Spaces required for Phase II based on LMC § 15-3-6.
 - iii. The Planning Commission reviewed a Parking Analysis submitted by the Applicant on November 9, 2022. According to the Development Agreement, the Applicant is required to construct 566



Planning Department

Parking Spaces for all phases of development. The Applicant proposes 131 Parking Spaces to be constructed for Phase II.

- iv. The Applicant proposes the following phased approach to meet the required 556 Parking Spaces:
 - 1. Phase 1 Mixed Use: 190 Parking Spaces
 - 2. Phase 2 Retail: 131 Parking Spaces
 - 3. Phase 3 Apartments: 113 Parking Spaces
 - 4. Phase 4 Townhomes: 60 Parking Spaces
 - 5. Phase 5 Condos: 72 Parking Spaces
- f. Internal vehicular and pedestrian circulation system
 - i. Vehicle Access is located off State Route 248 (Kearns Blvd). The Applicant obtained a Conditional Access Permit from UDOT for vehicle access on January 3, 2024.
- g. Fencing, Screening, and landscaping
 - i. There is no fencing proposed, and the Applicant has submitted a Landscape Plan that is compliant with LMC § 15-5-5(N).
- h. Building mass, bulk, and orientation
 - i. The proposed buildings for Phase II are compliant with the MPD site plan reviewed and approved by the Planning Commission November 9, 2022.
- i. Useable Open Space
 - i. MPDs require a minimum of 60% Open Space. However, the previous MPD had no minimum Open Space requirement per the Annexation Agreement. The updated Studio Crossing MPD site plan increases the amount of Open Space over the previously approved MPD.
- j. Signs and lighting
 - i. All proposed signs must be approved through a Sign Permit submitted to the Planning Department prior to installation. A Master Sign Plan must be submitted to the Planning Department prior to any individual sign permit.
 - ii. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000-degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of



Planning Department

- a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.
- k. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
 - i. The proposed buildings for Phase II are compliant with the MPD site plan and elevation drawings reviewed and approved by the Planning Commission November 9, 2022.
 - ii. The proposed retail buildings comply with the Architectural Design Guidelines for the Film Studio MPD.
 - l. Noise, vibration, odors, steam, or other mechanical factors
 - i. Any proposed commercial uses must comply with the City Noise Ordinance.
 - m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
 - i. The Applicant proposes to screen the trash and recycling areas with metal panel enclosures with standing seam metal roofs and heavy-duty metal gates. The trash and recycling areas will not be visible from Kearns Blvd and comply with all property Setbacks.
 - n. Expected ownership
 - i. The owner of record for Studio Crossing is Quinn Capital Partners, LLC, and has signed off on this application.
 - o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site
 - i. The Site does not contain any mine hazards or mine waste, is not within the Soils Ordinance boundary, and does not contain and Steep Slopes.
 - p. Review for consistency with the goals and objectives of the Park City General Plan
 - i. Goal 7 of the Park City General Plan is to create a diversity of primary housing opportunities. This project adds to the affordable rental stock of Park City, increasing housing opportunities for Park City residents and workers.



Planning Department

Conclusions of Law

1. The proposal complies with the Land Management Code requirements, Studio Crossing MPD, and LMC Section 15-1-10(E) Conditional Use Permits.
2. The Use will be compatible with surroundings Structures in use, scale, mass, and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. Any changes, modifications, or deviations from the approved plans that have not been approved in advance by the Planning Department may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. The majority of the 60,000 square feet of Commercial Uses in the project shall be limited to smaller-scale community oriented commercial Uses set forth in the Application and Final Plan Set dated October 26, 2022, and the applicant shall not be required to return to the Planning Commission for a CUP unless noted herein. Any Conditional Use that requires a CUP in the Regional Commercial Overlay and has a parking requirement of 5 stalls per 1,000 square feet or greater, shall require a CUP except for Restaurants, Bars, or Child Care Centers. A detailed parking analysis shall be submitted at the time of CUP application to allow Planning Staff to calculate the parking demand in relation to the parking supply. Telecom Antennas, Office Intensive, Retail/Service Intensive, and Medical Office/Clinic shall require a CUP.
5. The Planning Department shall complete an Administrative CUP for any Child Care Center, Intensive Office, and/or Major Retail or Major Service Use, to ensure that most of the Commercial Uses are smaller-scale and community oriented, and that there is sufficient parking and/or drop off/pick-up areas for the proposed mix of uses. A detailed parking analysis shall be submitted at the time of Administrative CUP application to allow Planning Staff to calculate the parking demand in relation to the parking supply.
6. Commercial Uses shall not include Hotels of any kind, any business with a Drive-Up window, or Gasoline Service Station.



Planning Department

7. Signs for commercial uses must receive a sign permit from the Planning Department. A Master Sign Plan must be submitted to the Planning Department prior to any individual sign permit.
8. Rooftop mechanical equipment shall be architecturally screened from public view.
9. All prior Conditions of Approval for the Studio Crossing MPD and Plat Amendment continue to apply.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

A handwritten signature in blue ink that reads "Elissa Martin". The signature is written in a cursive, flowing style.

Elissa Martin
Assistant Planning Director

CC: Virgil Lund, Jaron Ehlers

Planning Department Staff Report



Subject: 36 Prospect Avenue
Application: PL-24-06186
Author: Lillian Zollinger, Planner III
Date: June 26, 2025
Type of Item: Historic District Design Review

Recommendation

(I) Review the Historic District Design Review (HDDR) for 36 Prospect Avenue to construct a detached garage/Accessory Building and basement addition, (II) conduct a public hearing, and (III) consider approving the HDDR based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Erin Kryszak
Location:	36 Prospect Avenue, a Landmark Historic Structure
Zoning District:	Historic Residential - 1
Adjacent Land Uses:	Residential
Reason for Review:	The Planning Director reviews and takes Final Action on HDDRs. ¹
HDDR	Historic District Design Review
HR-1	Historic Residential - 1
LMC	Land Management Code
ROW	Right-of-Way
SSCUP	Steep Slope Conditional Use Permit

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

¹ LMC [§ 15-11-12](#)

Summary

The Applicant proposes to lift the Landmark Historic Structure at 36 Prospect Avenue, construct a basement addition, and build a detached garage/Accessory Building.

Background

36 Prospect Avenue is a 4,169-square-foot Lot in the Historic Residential – 1 (HR-1) Zoning District. The Landmark Historic Structure was constructed circa 1889.



Figure 1: 36 Prospect Avenue viewed from Prospect Avenue, image from Google Maps.



Figure 2: 36 Prospect Avenue highlighted in yellow on an excerpt from the Zoning Map.



Figure 3: 36 Prospect Avenue from above, image from Applicant.

On September 4, 2024, the Historic Preservation Board approved lifting the Historic Structure to construct basement foundation upgrades ([Staff Report](#); [Minutes](#)).

Staff has been working with the Applicant to bring the proposal into compliance with code. An initial submittal is shown below:



Figure 4: A previous version of the plans submitted by the Applicant.

The proposed detached garage/Accessory Building are shown below:



Figure 5: Proposed project

On May 28, 2025, the Planning Commission approved a Conditional Use Permit (CUP) to construct a basement addition under the existing Building Footprint, which extends into the Front Setback and North Side Setback, of the Landmark Historic Structure ([Staff Report](#); [Audio](#)).

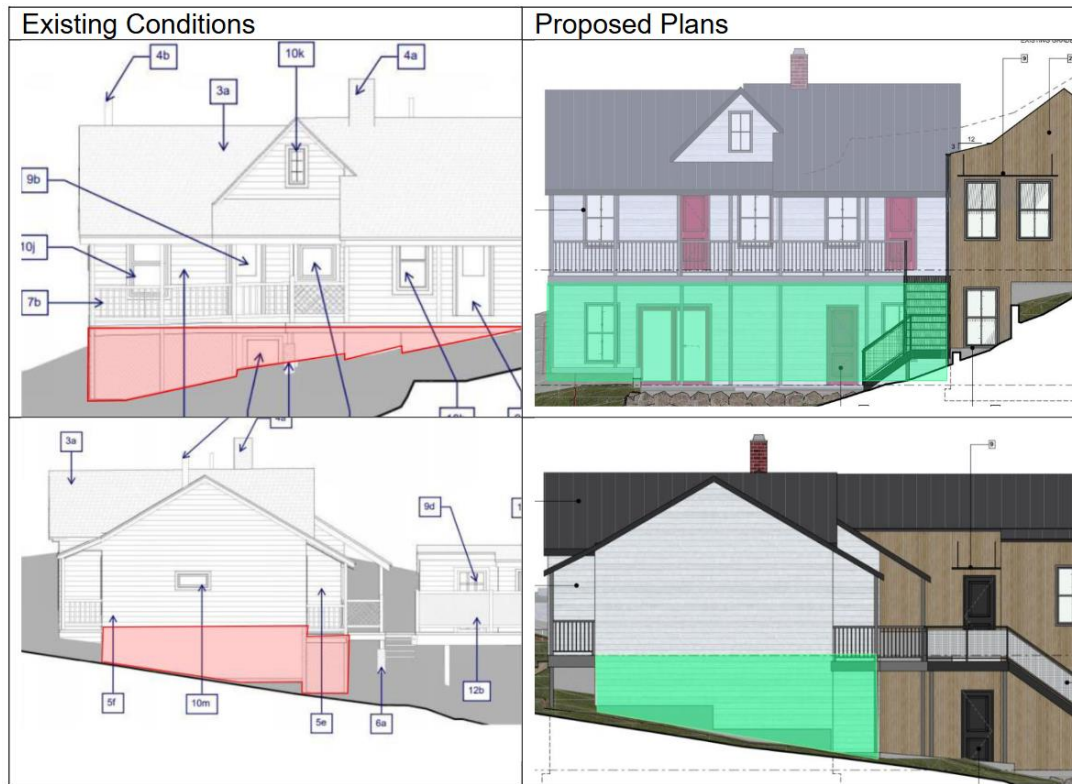


Figure 6: Excerpt from the elevation plan, showing the proposed basement addition in green, the portion of the addition that encroaches into the Side Setback is shown in red.

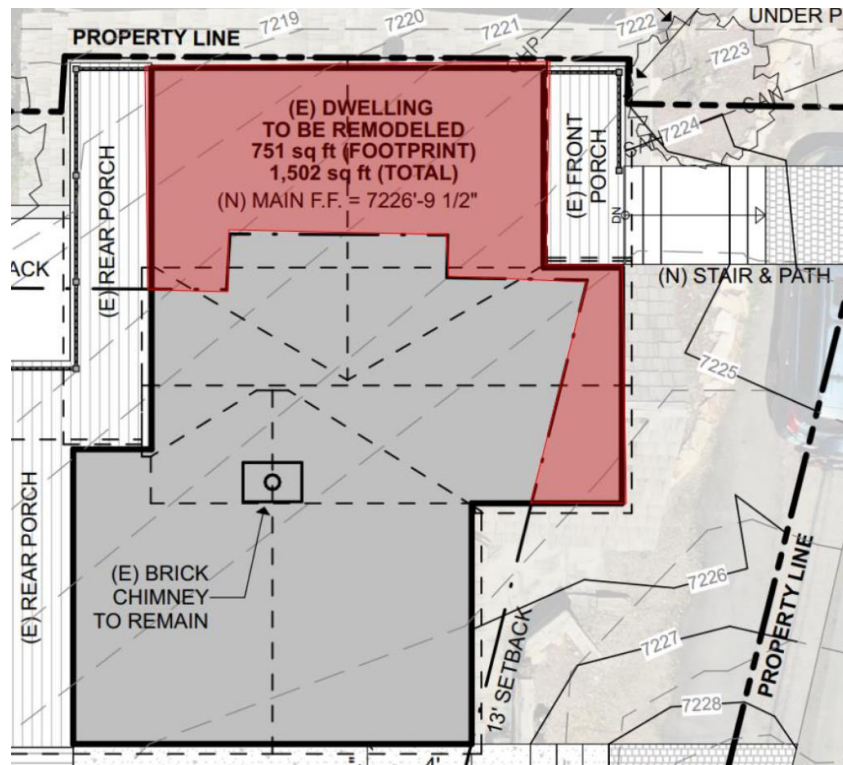


Figure 7: Existing Building Footprint of the Historic Structure. The portion of the Structure that encroaches into the Side and Rear Setbacks is shown in red.

On May 28, 2025, the Planning Commission approved a Steep Slope Conditional Use Permit for a detached garage/Accessory Building to be built on the site ([Staff Report; Audio](#)).



Figure 8: Rendering showing the proposed rear of the structures, provided by the Applicant.

Analysis

See Final Action Letter, Exhibit A for Analysis.

Notice

Staff published notice on the City's website and posted notice to the property on June 12, 2025. Staff mailed courtesy notice to property owners within 100 feet on June 12, 2025.²

Public Input

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

Alternatives

The Planning Director may:

- Approve the HDDR.
- Deny the HDDR and direct staff to make Findings for the denial.
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Draft Final Action Letter

B: Proposed Plans

² LMC [§ 15-1-21](#)



Planning Department

June 26, 2025

Erin Kryszak
36 Prospect Avenue
Park City, UT 84060

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 36 Prospect Avenue
A Landmark Historic Site

Zoning District: Historic Residential - 1

Application: Historic District Design Review

Project Number: PL-24-06186

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: June 26, 2025

Project Summary: The Applicant proposes to construct a basement and detached garage/Accessory Building on a Landmark Historic Site.

Action Taken

On June 26, 2025, the Planning Director conducted a public hearing and approved the Historic District Design Review for a basement and detached garage/Accessory Building at 36 Prospect Avenue according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On November 29, 2023, the Planning Commission approved the 36 Prospect Avenue Plat Amendment to create a 4,169-square-foot Lot for the Landmark Historic Site.
2. The site is in the Historic Residential – 1 (HR-1) Zoning District.
3. The Landmark Historic Structure on the site was constructed circa 1889.
4. On September 4, 2024, the Historic Preservation Board approved the lifting of the Historic Structure to construct basement foundation upgrades, restoration of the front façade and front windows.



Planning Department

5. On May 28, 2025, the Planning Commission approved a Conditional Use Permit to construct a basement addition under the existing Building Footprint, which extends into the Front Setback and North Side Setback, of the Landmark Historic Structure.
6. On May 28, 2025, the Planning Commission approved a Steep Slope Conditional Use Permit for the detached garage/Accessory Building to be built to the south of the Landmark Historic Structure.
7. **The proposal, as conditioned, to construct a basement and detached garage/Accessory Building complies with HR-1 Zoning District requirements outlined in LMC Chapter 15-2.2.**

Two of the purposes of the HR-1 Zoning District are to:

- encourage the preservation of Historic Buildings and/or Structures;
- encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods.

The proposed work complies as it is rehabilitation a Historic Structure and keeping it to scale within the context of the neighborhood.

LMC § 15-2.2-3 outlines Lot and site requirements for the HR-1 Zoning District, shown in the table below:

Requirement	Analysis
Minimum Lot Size – 1,875 square feet	Complies: 4,169 square feet
Maximum Lot Size – 3,750 square feet	Existing Non-Complying Site: 4,169 square feet allowed pursuant to LMC § 15-2.2-4, wherein, “Landmark Historic Sites that exceed the maximum Lot Area ... are valid Non-Complying Structures.”
Minimum Lot Width measured 15 feet back from the Front Lot Line- 25'	Complies: 53 feet
Maximum Building Footprint – 1,649 square feet	Complies: 1,276 square feet total 751 square feet - Historic Structure 525 square feet - Detached garage and Accessory Building



Planning Department

Front and Rear Setbacks for Lots from 75 feet up to 100 feet in depth – 12/13 feet each	Complies 13-foot Front Setback – Pursuant to LMC 15-2.2-4, “Landmark Historic Sites that do not comply with the Building Setbacks... are valid Non-Complying Structures.” The Landmark Historic Structure and historic porch extends into the Front Setback by four feet, six inches and is an Existing Non-Complying Structure. The Planning Commission approved the CUP that, pursuant to LMC 15-2.2-4(A) allows for the structure to be raised, and a basement built four feet, six inches feet into the Front Setback. The proposed detached Accessory Building is set back 13 feet, four inches from the front property line. LMC § 15-2.2-3(G) states the Front Setback must be open and free of any Structure except “[f]ences, walls, and retaining walls not more than four feet (4') in height,” “[u]ncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, “[s]idewalks and pathways,” and “[d]riveways leading to a Garage or approved Parking Area.” The Applicant proposes one set of uncovered steps, two feet from Final Grade, leading to the Main Building, two four-foot retaining walls, two pathways, and a driveway to the Accessory Structure and Garage. 12-foot Rear Setback – There are no proposed Structures in the Rear Setback. The Landmark Historic Structure is approximately 42 feet from the rear property line. The detached Accessory Building is set back 22 feet, seven inches from the rear property line.
Side Setbacks for Lots up to 62.5 feet in width – 5 foot minimum each, 14 feet total	Complies 5-foot South Side Setback The Landmark Historic Structure is 19 feet from the south property line. LMC § 15-2.2-3(J) states the Side Setback must be open and free of any Structure except “[d]etached Accessory Buildings, not more than eighteen feet (18') in height . . . located a minimum of five feet (5') behind the Front facade of the Main Building, maintaining a minimum Side Setback of three feet (3').” The proposed detached Accessory Building is 18 feet in height, 11 feet behind the Front façade of the Main Building, maintains a 3-foot Side Setback, and is compliant with the Side Setback exception. 9-foot North Side Setback –



Planning Department

	Pursuant to LMC 15-2.2-4, "Landmark Historic Sites that do not comply with the Building Setbacks... are valid Non-Complying Structures." The Landmark Historic Structure and historic porch extends into the Side Setback by eight feet, six inches and is an Existing Non-Complying Structure. The Planning Commission approved the CUP that, pursuant to LMC 15-2.2-4(A), allows for the structure to be raised, and a basement built eight feet, six inches feet into the Side Setback LMC § 15-2.2-3(J) states the Side Setback must be open and free of any Structure except, "[p]atios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height above Final Grade," and "[f]ences, walls, and retaining walls as permitted in Section 15-4-2, Fences and Retaining Walls." The Applicant proposes an at-grade patio and retaining wall below six feet that encroach into the Side Setback. The detached Accessory Building is approximately 32 feet from the north Side Setback.
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LMC § 15-2.2-5 outlines the HR-1 Zoning District height requirements, shown in the table below:

Zoning Requirement	Analysis
Building Height- 27 feet	Complies: 22 feet The Landmark Historic Structure is proposed to be 22 feet in height above Existing Grade. Pursuant to LMC § 15-2.2-3(J), the maximum Building Height for Accessory Buildings in Side Setbacks is 18 feet. The proposed Accessory Building is 18 feet in height from Existing Grade and compliant.
Maximum interior height of 35 feet	Complies: 24 feet and 1 inch



Planning Department

	<i>Figure 6: Interior side elevation plans provided by the Applicant.</i>
Step-back- Required at a height of 23 feet for 10 feet back	Complies: The existing Landmark Historic Structure is 22 feet above Existing Grade and is the maximum height proposed.
Roof Pitch- 7:12 - 12:12	Complies: Pursuant to LMC § 15-2.2-5(C), “[t]he roof pitch of a Structure’s Contributing Roof Form shall be between seven:twelve (7:12) and twelve:twelve (12:12).” The Historic roof form is 12:12. The Accessory Building’s roof pitch is 9:12 and compliant.
Final Grade within 4 feet of Existing Grade	<i>Figure 8: Exterior east side elevation plans provided by the Applicant.</i>



Planning Department



Figure 9: Exterior west side elevation plans provided by the Applicant.



Figure 10: Exterior north side elevation plans provided by the Applicant.



Figure 11: Exterior east side elevation plans provided by the Applicant.



Planning Department

8. **The proposal to construct a basement and detached Accessory Building with a garage complies with the criteria outlined in LMC Chapter 15-3, Off-Street Parking.**

LMC § 15-3-6(A) requires two parking spaces for a SFD. Pursuant to LMC § 15-2.2-4, “[a]dditions to Historic Buildings and/or Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or Accessory Building.” While parking is not required for the Landmark Historic Site, the Applicant proposes one garage Parking Space that is 11 feet by 21 feet.

9. **The proposal, as conditioned, to construct a basement and detached Accessory Building with a garage complies with the Regulations for Historic Residential Site outlined in LMC § 15-12-2.**

B. Specific Regulations

1. Site Design	Analysis of Proposal
a) Building Setback and Orientation - LMC § 15-13-2(B)(1)(a) states, “Maintain the existing front and side yard setbacks of Historic Sites. Preserve the original location of the main entry of the historic structure, if extant.”	Complies: The Applicant does not propose changes to the Setbacks or orientation of the Landmark Historic Structure and proposes to replace the Structure in the exact same location as it exists today.
b) Topography & Grading - LMC § 15-13-2(B)(1)(b) states, “Maintain the natural topography and original grading of the site when and where feasible. Maintain established on-site native plantings. During construction, protect established vegetation to avoid damage. Replace damaged, aged, or diseased trees as necessary.”	Complies: The Applicant proposes a basement addition that follows the Building Footprint of the existing Landmark Historic Structure, which will not create a significant additional impact on the already-built area. The proposed detached Accessory Structure will impact the south side steep slope of the site, but the Applicant does not propose an Structures in the Rear Setback, which also continues a steep slope. The Applicant proposes to remove dead vegetation and replace vegetation on site, as well as preserve and plant vegetation on the rear of the site.
c) Landscaping & Vegetation - LMC § 15-13-2(B)(1)(c) states, “During construction, protect established vegetation to avoid damage. Replace damaged, aged, or diseased trees as necessary.”	Complies: The Applicant proposes to remove dead vegetation and replace vegetation on site, as well as preserve and plant vegetation on the rear of the site.



Planning Department

d) Retaining Walls – LMC § 15-13-2(B)(1)(d) states, “New retaining walls should be consistent with historic retaining walls in design, material, scale of materials, as well as size and mass of the wall. Simple board-formed concrete, stone, and other historic materials are recommended over concrete block, asphalt, or other modern concrete treatments.”	Complies: The Applicant proposes five concrete retaining walls and one stone retaining wall, all less than four feet in height, around the site.
g) Parking Area & Driveways – LMC § 15-13-2(B)(1)(g) states, “Off-street parking areas should be located within the rear yard and beyond the rear wall plane of the primary structure. If locating a parking area in the rear yard is not physically possible, the off-street parking area and associated vehicles should be visually buffered from adjacent properties and the primary public right-of-way. Consider providing a driveway along the side yard of the property where feasible. When locating driveways, the existing topography of the building site and significant site features should be minimally impacted. New driveways shall not exceed ten (10) feet in width.”	Complies: The Applicant proposes 10-foot driveway width that leads to the garage, which sits behind the Landmark Historic Structure. The Landmark Historic Structure and Garage are separated by a walkway between the two structures.  <i>Figure 12: Front rendering provided by the Applicant.</i>
h) Paths, Steps, Handrails, & Railings (Not Associated with Porches) – LMC § 15-13-2(B)(1)(h), “New hillside steps should be visually subordinate to the associated historic building or structure in materials, size, scale and proportion, as well as massing and shall complement the historic structure in materials, size, scale, and proportion, and massing to protect the integrity of the historic site.”	Complies: The Applicant proposes new wood and metal steps to lead to the Landmark Historic Structures that are limited and compatible with the scale of the structure.
2. Primary Structures	Analysis of Proposal



Planning Department

a) Exterior Walls – LMC § 15-13-2(B)(2)(a) states, “Preserve and maintain historic exterior materials including wood siding (drop siding, clapboard, board and batten), frieze boards, cornices, moldings, shingles, etc., as well as stone and masonry. Repair deteriorated or damaged historic exterior materials using recognized preservation methods appropriate to the specific material.”	See Condition of Approval 20: The existing siding is not historic. The Applicant proposes restoring the siding to a historically accurate wood cladding. All wood materials on the Historic Structure shall be painted or stained opaque.
b) Foundation – LMC § 15-13-2(B)(2)(b) states, “A new foundation shall not raise or lower a historic structure generally more than two (2) feet from its original floor elevation. A historic site shall be returned to original grade following construction of a foundation. When the original grade cannot be achieved, generally no more than six inches (6”) of the new foundation shall be visible above final grade on the primary and secondary facades. A plinth, or trim board at the base of the historic structure, shall be added to visually anchor the historic structure to the new foundation.”	See Conditions of Approval 10, 11, 12, and 13: The Applicant proposes to raise the Historic Structure, build a new basement and concrete foundation and replace the structure in the same location and at the same height.
c) Doors – LMC § 15-13-2(B)(2)(c) states, “When no physical or documentary evidence of original doors exists, replacement doors typically shall be of wood, with or without glazing, and shall complement the style of the historic structure. When replacing non-historic doors, use designs similar to those that were found historically in Park City. Paneled doors were typical and many had a vertical pane of glass. Scalloped, Dutch, and colonial doors, as well as door sidelights are not appropriate on most primary and secondary façades.”	Complies: None of the existing doors on the site are historic. The Applicant proposes preserving all existing door openings and to install wood doors appropriate to the era of construction.



Planning Department

- d) Windows – LMC § 15-13-2(B)(2)(d) states, “Maintain and preserve historic window openings, windows, window surrounds, and decorative window features... replacement windows typically shall be of wood and shall complement the style of the historic structure.”

Complies: None of the existing windows are historic. The Applicant proposes to preserve all historic window openings and replace the non-historic windows with wood windows. The Applicant proposes to restore the front façade and window openings.



Figure 13: 1940s tax photo from the HSI.



Figure 14: Recent photo provided by Applicant showing exterior changes.



Figure 15: Proposed front façade, returning the window openings to restore the structure to its previous historic era.



Planning Department

g) Porches – LMC § 15-13-2(B)(2)(g) states, “Preserve and maintain a historic porch by preserving the existing location, form, proportion, details, posts, railing, and stairs. Repair deteriorated historic elements of the porch. Replacement porch elements are allowed only when it can be shown that the historic elements are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. Replacement elements shall exactly match the historic elements in size, dimensions, form, profile, and material.”	Complies: The Applicant proposes to maintain the existing porch dimension and to rehabilitate dilapidated materials.
4. Additions to Primary Structures	Analysis of Proposal
a. Protection for Historic Structures & Sites – LMC § 15-13-2(4)(a) states, “Additions should be visually subordinate to historic buildings when viewed from the primary public right-of-way. Additions to historic structures shall not be placed so as to obscure, detract from, or modify historic roof forms. Additions to historic structures shall not contribute significantly to the removal or loss of historic material.”	Complies: The Applicant proposes a basement addition that does not impact the Landmark Historic Structure’s roof form or exterior walls and is visually minimized from the primary public right of way.



Planning Department

c. General Compatibility – LMC § 15-13-2(4)(c) states, “The addition shall be a contemporary interpretation of the historic structure’s architecture style. The addition shall not be designed to contrast starkly with the historic structure; an acceptable design shall be compatible in mass, scale, fenestration patterns, and design details. It shall not detract from the Historic District’s or Structure’s historic character. Building Components and materials used on additions shall be similar in scale and size to those found on the historic building. Window shapes, patterns and proportions found on the historic building should be reflected in the new addition.”	Complies: The Applicant proposes a basement addition that follows the Building Footprint of the existing Landmark Historic Structure. The basement’s windows reflect the 2:1 ratio and balance of solid to void. The proposed materials will be the same as the Historic Structure.  <i>Proposed west elevation.</i>
5. Garages	Analysis of Proposal
a. Scenario 1: Basement Addition without a Garage – LMC § 15-13-2(B)(5)(a) states, “A basement addition shall not raise the historic structure generally more than two feet (2’) from its original floor elevation above grade prior to construction. The historic site shall be returned to original grade following construction of a foundation. When the original grade cannot be achieved, no more than two feet (2’) of the new foundation shall be visible above final grade on the primary and secondary facades. The exterior walls on an inline basement addition shall not extend beyond the exterior wall planes of the historic structure’s primary or secondary facades.”	See Conditions of Approval 10, 11, 12, and 13: The Applicant proposes to raise the Historic Structure, build a new basement and concrete foundation and replace the structure in the same location. The Applicant proposes a basement addition that follows the Building Footprint of the existing Landmark Historic Structure.



Planning Department

- | | |
|---|---|
| <p>9. New Accessory Buildings – LMC § 15-13-2(B)(9) states, “New detached garages built on sites with historic structures should have a maximum interior dimension of twelve (12) feet in width. Single car wide tandem garages are recommended. Side-by-side parking configurations are strongly discouraged; if used, they shall be visually minimized when viewed from the primary public right-of-way. Garage doors shall not exceed nine (9) feet in width by nine (9) feet in height. Glazing on garage doors shall be limited to no more than 30% of garage door. Roof form, exterior materials, and architectural detailing of a detached Accessory Building shall complement the primary structure. Accessory structures (such as sheds and garages) shall be subordinate in scale to the primary historic structure. The footprint of the new accessory structure shall not exceed 50% of the footprint of the historic structure. If the footprint exceeds 50% of the footprint of the historic structure, the scale of the individual modules shall be broken up to reflect the mass and scale of those seen on the historic structure. New accessory structures shall follow the regulations for Additions to Primary Structures.”</p> | <p>Complies: The Applicant proposes a detached garage and Accessory Building. The garage has an interior dimension of 12 feet in width. The proposed garage door is 7 feet tall by 8 feet wide.</p> <p>As outlined in LMC § 15-13-2(4), <i>Additions to Primary Structures</i>, the proposed detached garage/Accessory Building follow similar window patterns and solid to void ratios. The proposed structure complements the Historic Structure in roof pitch and reflects a historic Accessory Structure with the proposed unfinished wood siding.</p> <p>The Historic Structure has a 751-square-foot Building Footprint. The detached garage/Accessory Building have a 525-square-foot Building Footprint. The Accessory Building, as viewed from Prospect Avenue has a module of about 1/3 the width of the Historic Structure.</p> |
|---|---|
10. The Development Review Committee reviewed the proposal on April 15, 2025, and confirmed the proposal complies with their required standards.
11. Staff published notice on the City’s website and posted notice to the property on June 12, 2025. Staff mailed courtesy notice to property owners within 100 feet and posted notice to the property on June 12, 2025.



Planning Department

Conclusions of Law

1. The proposal complies with the LMC requirements in Chapter 15-2.2, Historic Residential - 1 (HR-1) Zoning District.
2. The proposal complies with the LMC requirements in Chapter 15-3, Off-Street Parking.
3. The proposal complies with the LMC requirements in Section 15-13-2, Regulations For Historic Residential Sites.

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans reviewed June 26, 2025, by the Planning Director. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.
2. If the Applicant does not obtain a building permit within one year of the date of this approval, this HDDR approval will expire unless the Applicant submits a written extension request to the Planning Department prior to the expiration date and the Planning Director approves an extension.
3. The applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
4. Any changes, modifications, or deviations from the approved scope of work, in shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
5. Residential fire sprinklers are required for all new construction on this lot, per requirements of the Chief Building Official.
6. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine-related impacts. If the property owner does encounter mine waste or mine waste-impacted soils they must handle the material in accordance with State and Federal law.
7. Any areas disturbed during construction surrounding the proposed work shall be brought back to their original state. The Final Grade shall be within four feet of Existing Grade.
8. City approval of a Construction Mitigation Plan (CMP) is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures during construction.



Planning Department

9. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
10. The new foundation shall not raise or lower the Landmark Historic Structure more than two feet from its original floor elevation.
11. The Landmark Historic Site shall be returned to original grade following construction of the foundation. When the original grade cannot be achieved, generally no more than six inches of the new foundation shall be visible above final grade on the primary and secondary facades.
12. The site shall be regraded so that all water drains away from the Landmark Historic Structure.
13. A plinth or trim board at the base of the Landmark Historic Structure shall be added to visually anchor the Landmark Historic Structure to the new foundation.
14. The wood facade for the Historic Structure shall have an opaque rather than transparent finish.
15. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000 degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.
16. The Applicant shall obtain an Encroachment Agreement for driveway access with the Engineering Department for the heated driveway.
17. The front yard landscape plan shall not include additional impervious surfaces than what is outlined on the plans reviewed on June 26, 2025. On site parking is restricted to the garage. Landscaping of the Ignition Zones and Home Hardening must comply with the Park City Wildland Urban Interface Code.
18. Access and Snow Shed Agreements will need to be obtained and completed by the Homeowner and the applicable neighboring properties prior to Building Permit submittal.
19. The Accessory Building may only be used incidentally to the Single-Family Dwelling Use and shall not be used as an Accessory Apartment, Dwelling Unit, or rented separately from the primary residence.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5068 or email lillian.zollinger@parkcity.org.



Planning Department

Sincerely,

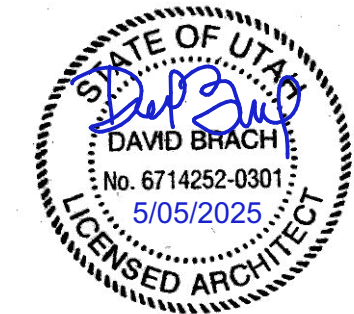
Rebecca Ward,
Planning Director

CC: Lillian Zollinger, Planner III

DRAFT

BARRETT HOUSE

36 PROSPECT AVE
PARK CITY, UT 84060



BRACH DESIGN
ARCHITECTURE
801-865-7648
dave@brachdesign.com

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BARRETT HOUSE
36 PROSPECT AVE
PARK CITY, UT 84060

REVISION#: REVISION DATE:

PROJECT NO:

DATE: 5/22/25

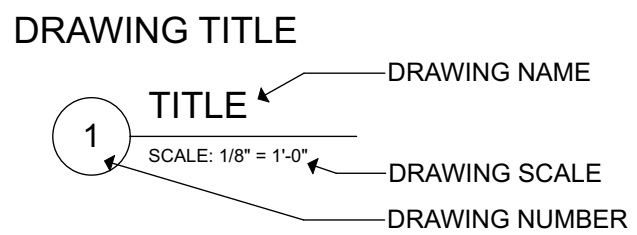
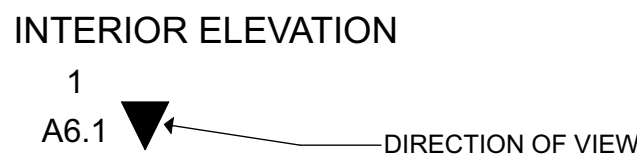
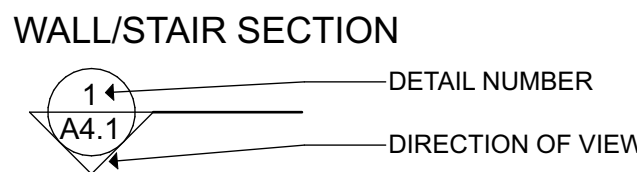
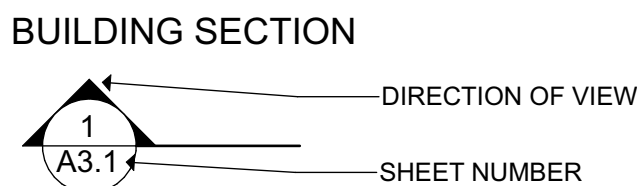
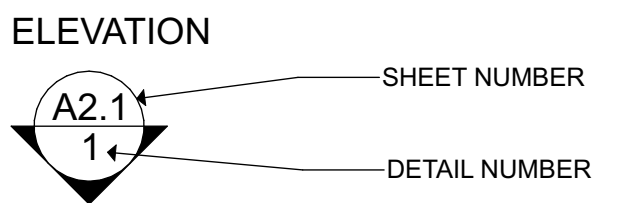
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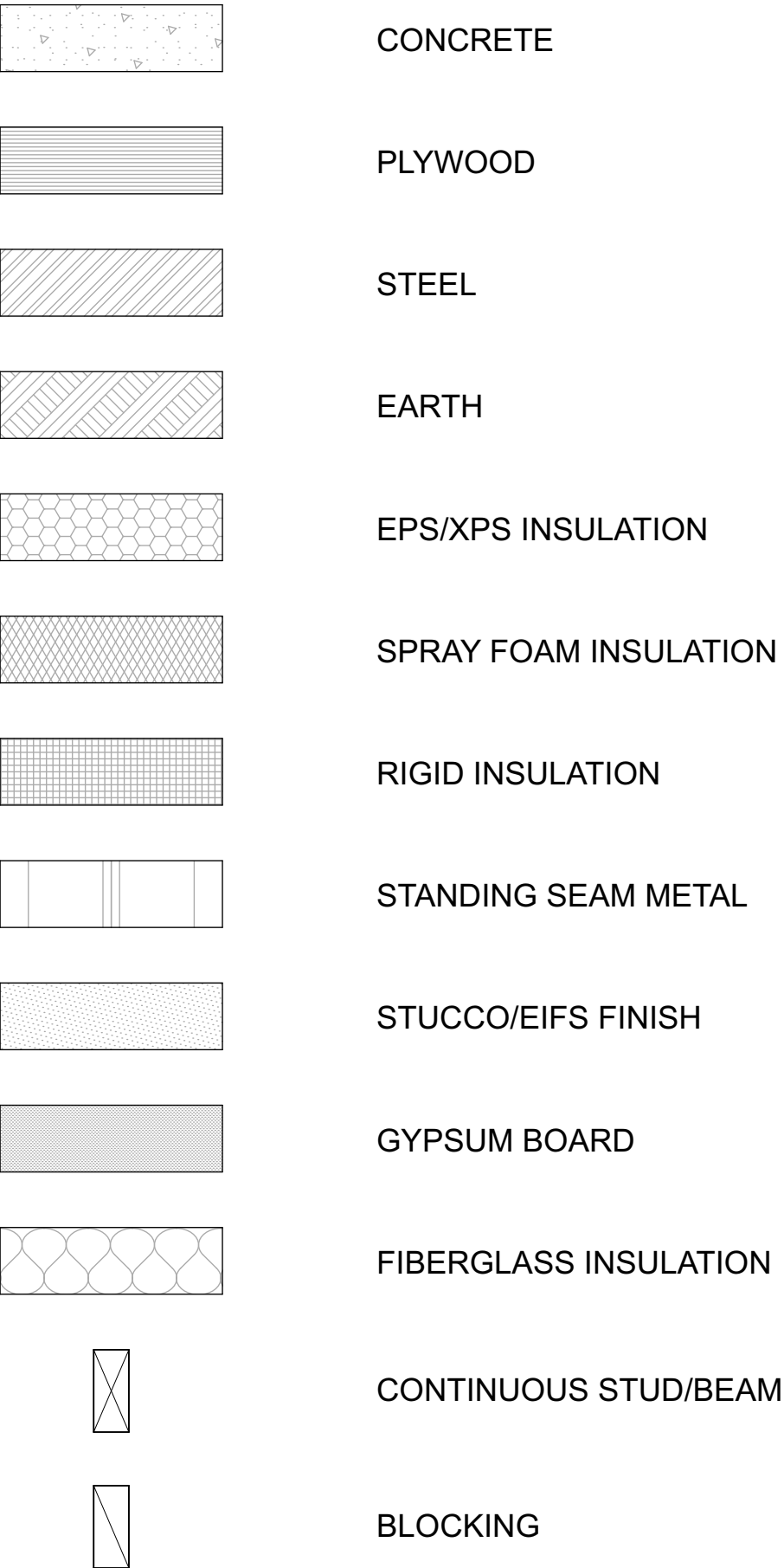
COVER SHEET
A0.1

ABBREVIATIONS & GRAPHICS

DRAWING SYMBOLS:



GRAPHIC SYMBOLS:



PROJECT RENDERING



VICINITY PLAN



PROJECT DESCRIPTION

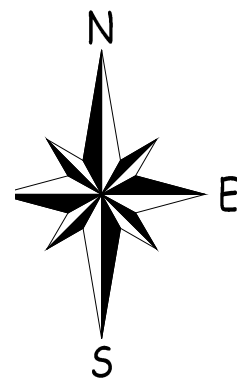
- 1. REMODEL EXISTING HISTORIC BARRETT HOUSE (36 PROSPECT AVE)**
 - RAISE EXISTING HOUSE 2' AND BUILD NEW BASEMENT UNDER MAIN FLOOR FOOTPRINT
 - REPLACE EXTERIOR FINISHES (SIDING, ROOF, WINDOWS, DOORS)
- 2. BUILD NEW DETACHED ACCESSORY BUILDING TO SOUTH OF EXISTING BARRETT HOUSE**
 - EAST PART OF BUILDING TO CONTAIN SINGLE CAR GARAGE
 - WEST PART OF BUILDING TO CONTAIN ACCESSORY BUILDING
 - BUILDING SHALL BE NO LESS THAN 3' FROM SOUTH PROPERTY LINE AND NO MORE THAN 18' ABOVE EXISTING GRADE

GENERAL PROJECT INFO

PROJECT ADDRESS:	36 PROSPECT AVE PARK CITY, UT 84060
ZONING DISTRICT:	HR-1
GOVERNING BUILDING CODES:	2021 IRC 2015 IRC CHAPTER 11 2021 IPC 2021 IMC 2021 IFGC 2020 NEC 2015 IECC RESIDENTIAL PROVISIONS 2021 IEBC
CONSTRUCTION:	TYPE VB
OCCUPANCY:	GROUP R-3
OWNER:	ERIN KRYSZAK-CROZIER 505-231-9280 ecrozier@tierrarealty.com
ARCHITECT:	BRACH DESIGN LLC DAVE BRACH RA, CPHC 801-865-7648 dave@brachdesign.com
LANDSCAPE ARCHITECT:	PKJ DESIGN GROUP ABBY ROBERTS aroberts@pkjdesigngroup.com
CIVIL ENGINEER:	BENCHMARK ENGINEERING & LAND SURVEYING, LLC CHRIS POULSEN, PE chris@benchmarkcivil.com

SHEET INDEX

PREFIX	ID	SHEET NAME
	A0.1	COVER SHEET
	A0.3	TOPOGRAPHIC SURVEY
	A0.4	SLOPE ANALYSIS
	A0.5	EXISTING SITE PHOTOS
	A0.6	EXISTING SITE PLAN
	A0.7	PROPOSED SITE PLAN
	A0.8	LANDSCAPE PLAN - EXISTING
	A0.9	LANDSCAPE PLAN - PROPOSED
	CGD.01	GRADING PLAN
	A1.1	FIRST FLOOR PLAN (EXISTING-DEMOLITION)
	A1.2	FIRST FLOOR PLAN (NEW)
	A1.3	BASEMENT FLOOR PLAN (NEW)
	A1.4	3D OVERVIEW
	A1.5	3D OVERVIEW
	A1.6	BULK CONFORMANCE DIAGRAM
	A1.7	BULK CONFORMANCE DIAGRAM
	A2.1	NEW ELEVATIONS
	A2.2	NEW ELEVATIONS
	A2.3	PROPOSED MATERIALS
	A3.1	BUILDING SECTIONS
	A3.2	BUILDING SECTIONS
	A4.1	CONTEXTUAL ANALYSIS
	A4.2	CONTEXTUAL ANALYSIS
	A4.3	CONTEXTUAL ANALYSIS
	A4.4	CONTEXTUAL ANALYSIS

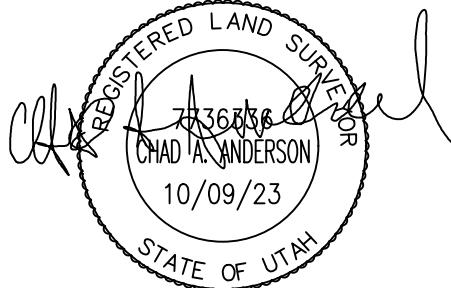


SYMBOL LEGEND	
	DEED LINE
	SURVEY BOUNDARY
	FIELD FENCE
	FOUND REBAR (AS NOTED)
	SET REBAR WITH CAP (7736336)

SURVEYOR'S CERTIFICATE

I, CHAD A. ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7736336, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

CHAD A. ANDERSON - PLS. DATE



SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE TOPOGRAPHIC INFORMATION TO AID IN THE DESIGN OF A NEW RESIDENCE. SURVEY WAS PERFORMED IN OCTOBER OF 2023. I WAS HIRED BY KLIMA ARCHITECTS TO SURVEY THE SOUTHERLY 10' OF THE PROPERTY AND THE NORTHERLY PORTION OF THE NEIGHBORS PROPERTY. THE MAJORITY OF THIS SURVEY WAS PERFORMED BY ALLIANCE ENGINEERING AND THEIR SURVEY WAS PROVIDED TO ME BY MY CLIENT.

DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 AND THE NORTHERLY 5 FEET OF LOT 3, BLOCK 18; PARK CITY SURVEY OF BUILDING LOTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDERS OFFICE.

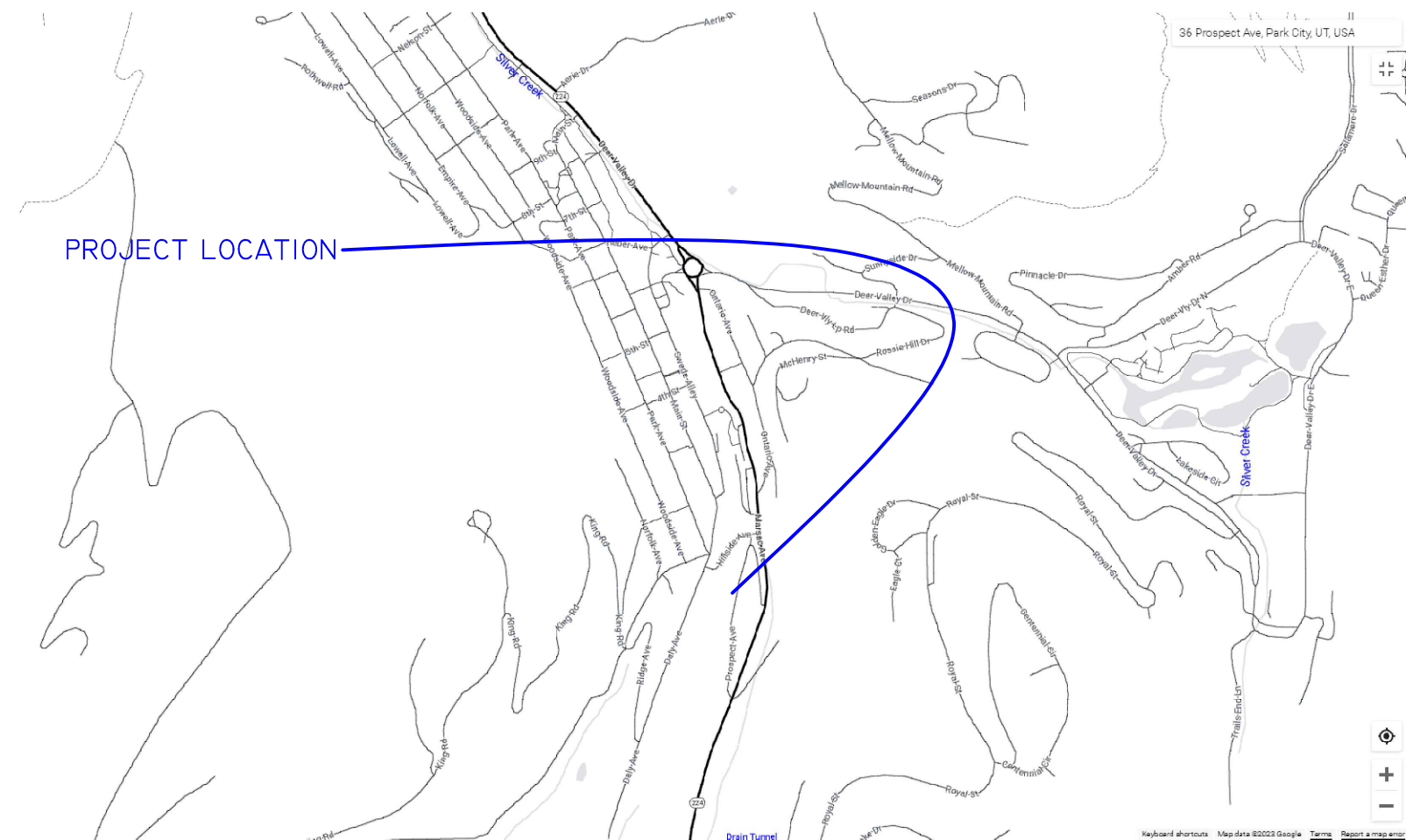
PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 89°57'00" EAST 36.84 FEET FROM THE SOUTHWEST CORNER OF LOT 9, BLOCK 19, PARK CITY SURVEY AMENDED PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDERS OFFICE; SAID POINT IS ALSO BEING ON THE SOUTH LINE OF SAID LOT 9; THENCE LEAVING SAID SOUTH LINE NORTH 21°40' WEST 2.79 FEET; THENCE SOUTH 89°51'10" EAST 29.07 FEET; THENCE SOUTH 00°28'50" WEST 2.52 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE 29.03 FEET TO THE POINT OF BEGINNING.

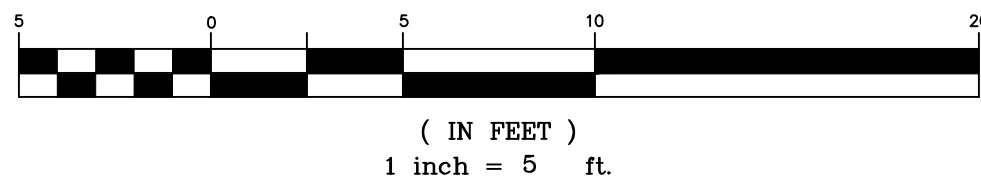
BASIS OF BEARINGS

BASIS OF BEARINGS: N43°53'48"W MEASURED BETWEEN FOUND MONUMENTS ON THE NORTHEAST SIDE OF SURVEYED LOT AS SHOWN HEREON.

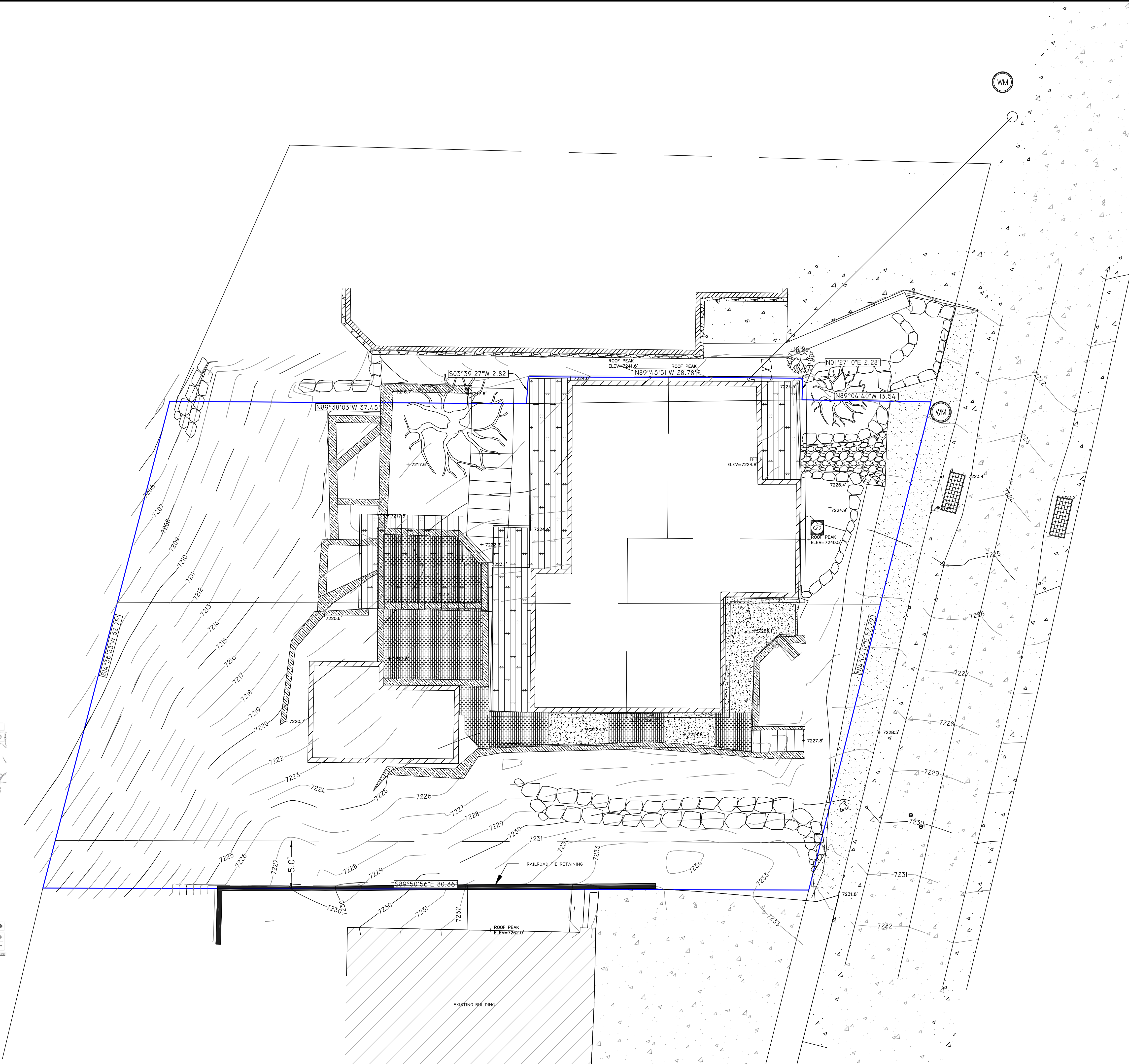
VICINITY MAP

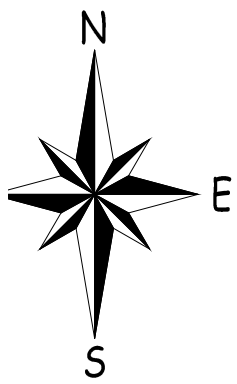


GRAPHIC SCALE



2024 11:02:47 AM



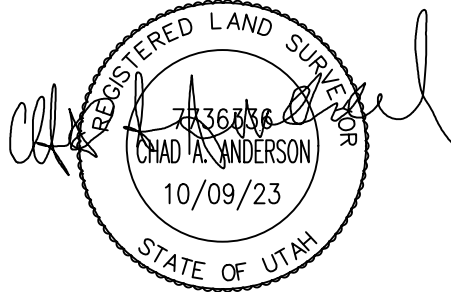


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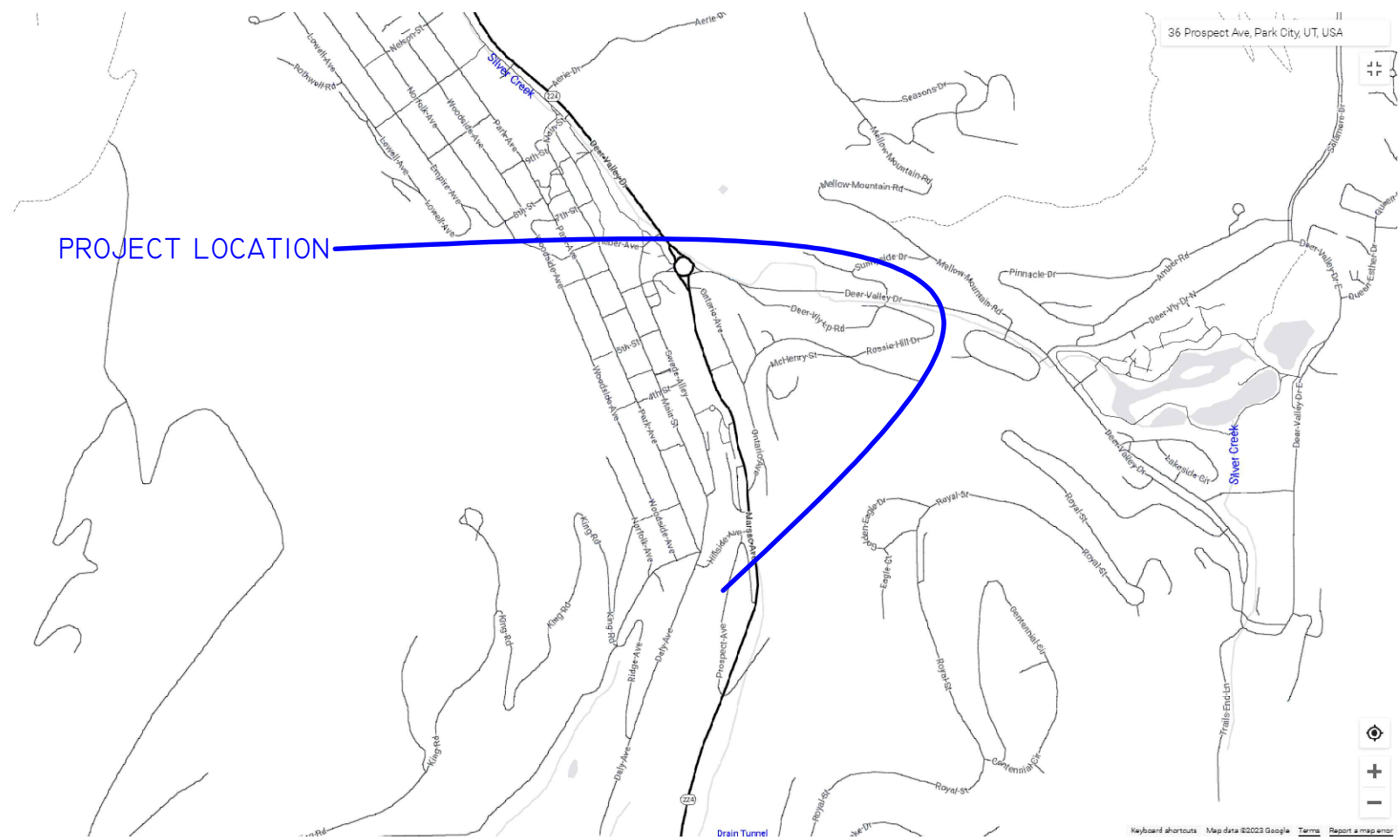
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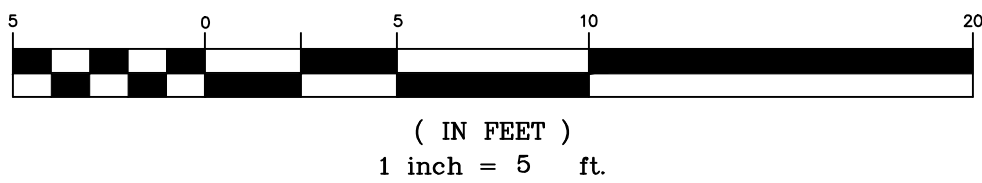
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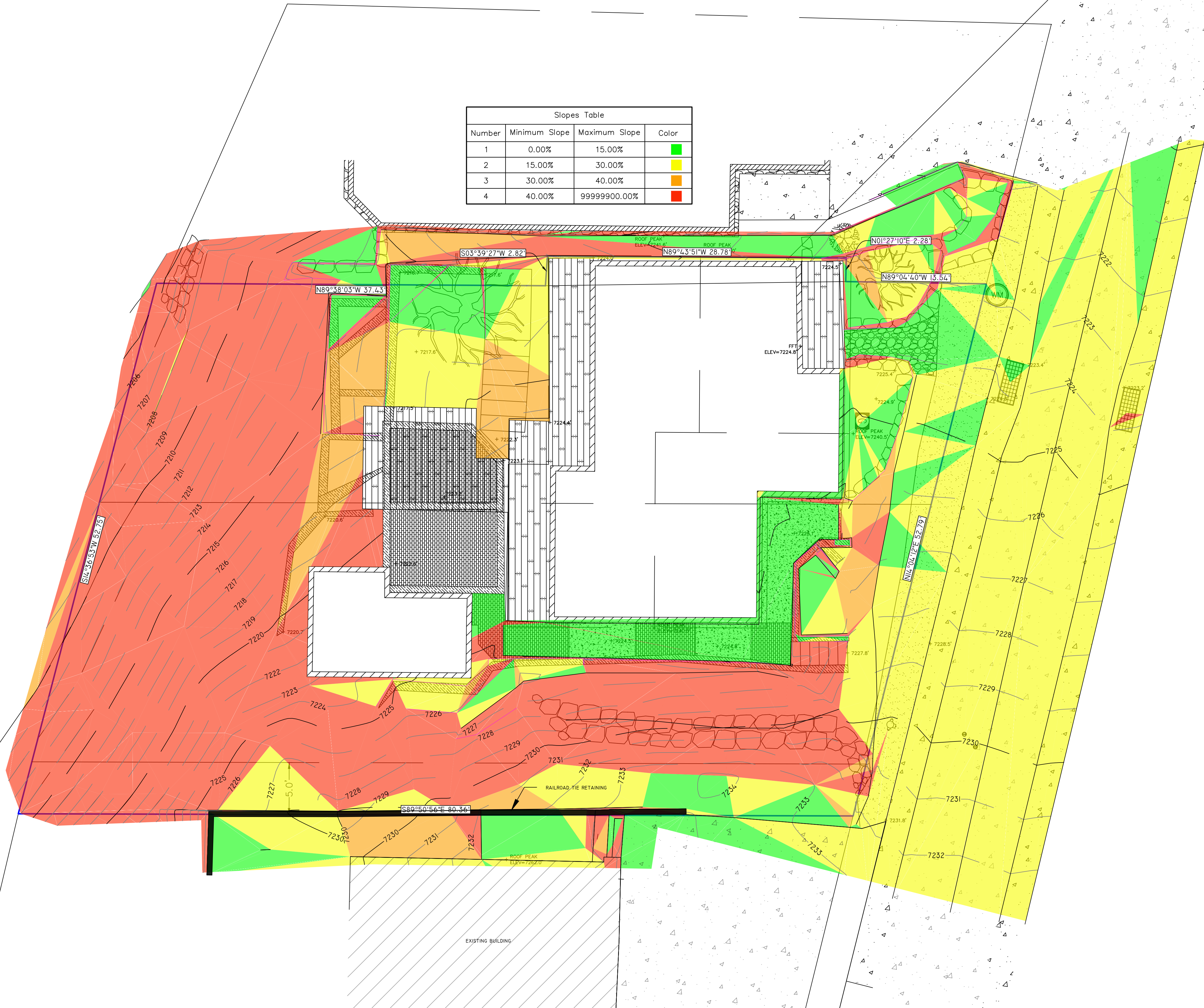
VICINITY MAP



GRAPHIC SCALE



Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	15.00%	Green
2	15.00%	30.00%	Yellow
3	30.00%	40.00%	Orange
4	40.00%	99999900.00%	Red



EXISTING SITE PHOTOS



STREET VIEW OF PROJECT LOCATION



AERIAL VIEW OF PROSPECT STREET



WEST VIEW OF PROJECT LOCATION



WEST VIEW OF PROJECT LOCATION & CONTEXT

ARCHITECTURE

STATE OF UTAH

DAVID BRACH

No. 6714252-0301

5/05/2025

LICENSED ARCHITECT

BRACH DESIGN
ARCHITECTURE
801-865-7648
dave@brachdesign.com

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BARRETT HOUSE
36 PROSPECT AVE
PARK CITY, UT 84060

REVISION#:

REVISION DATE:

PROJECT NO:

DATE: 5/22/25

DRAWN BY:

SCALE: AS NOTED IN DRAWING

EXISTING SITE
PHOTOS

A0.5

Page 405 of 478



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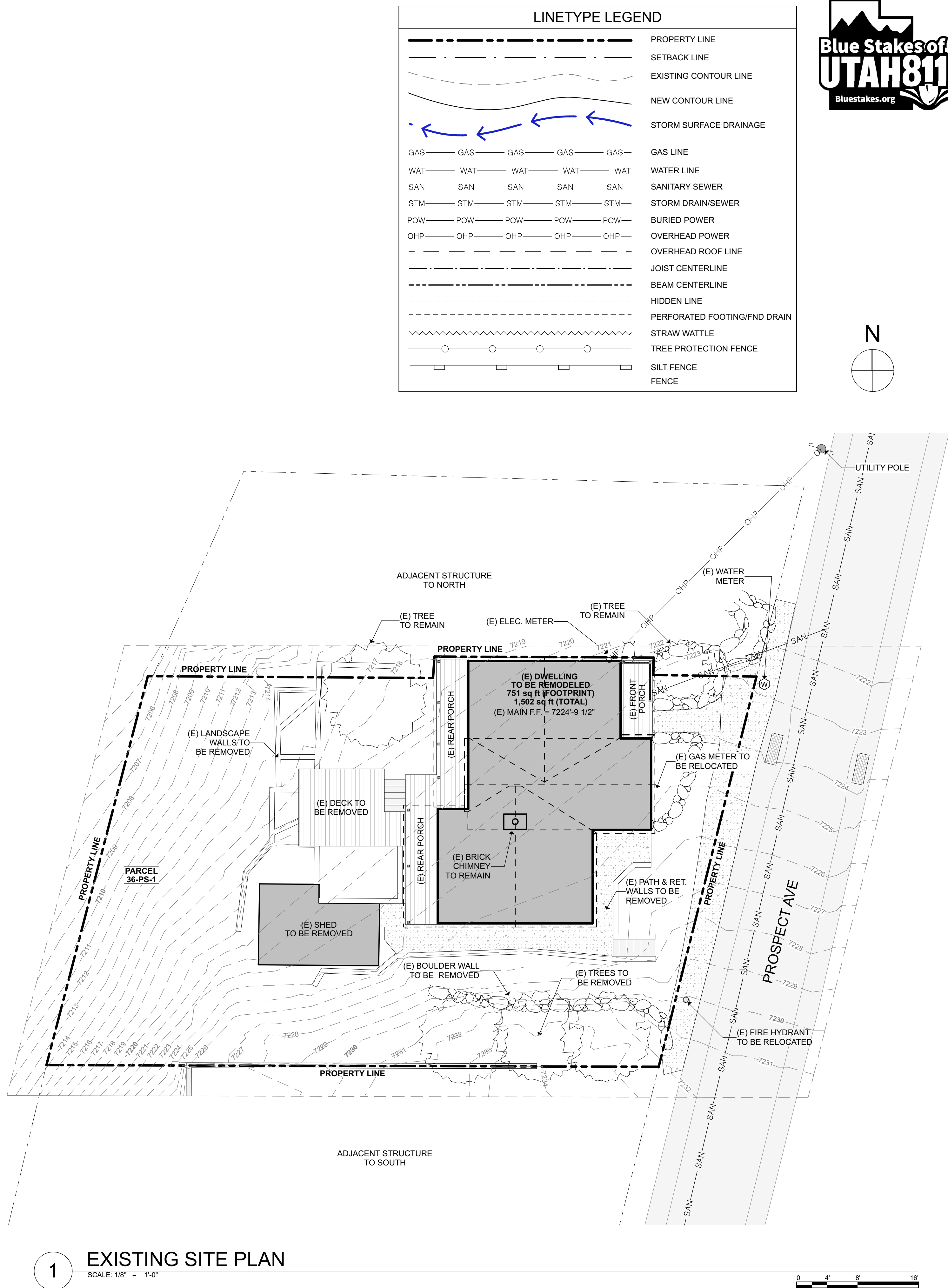
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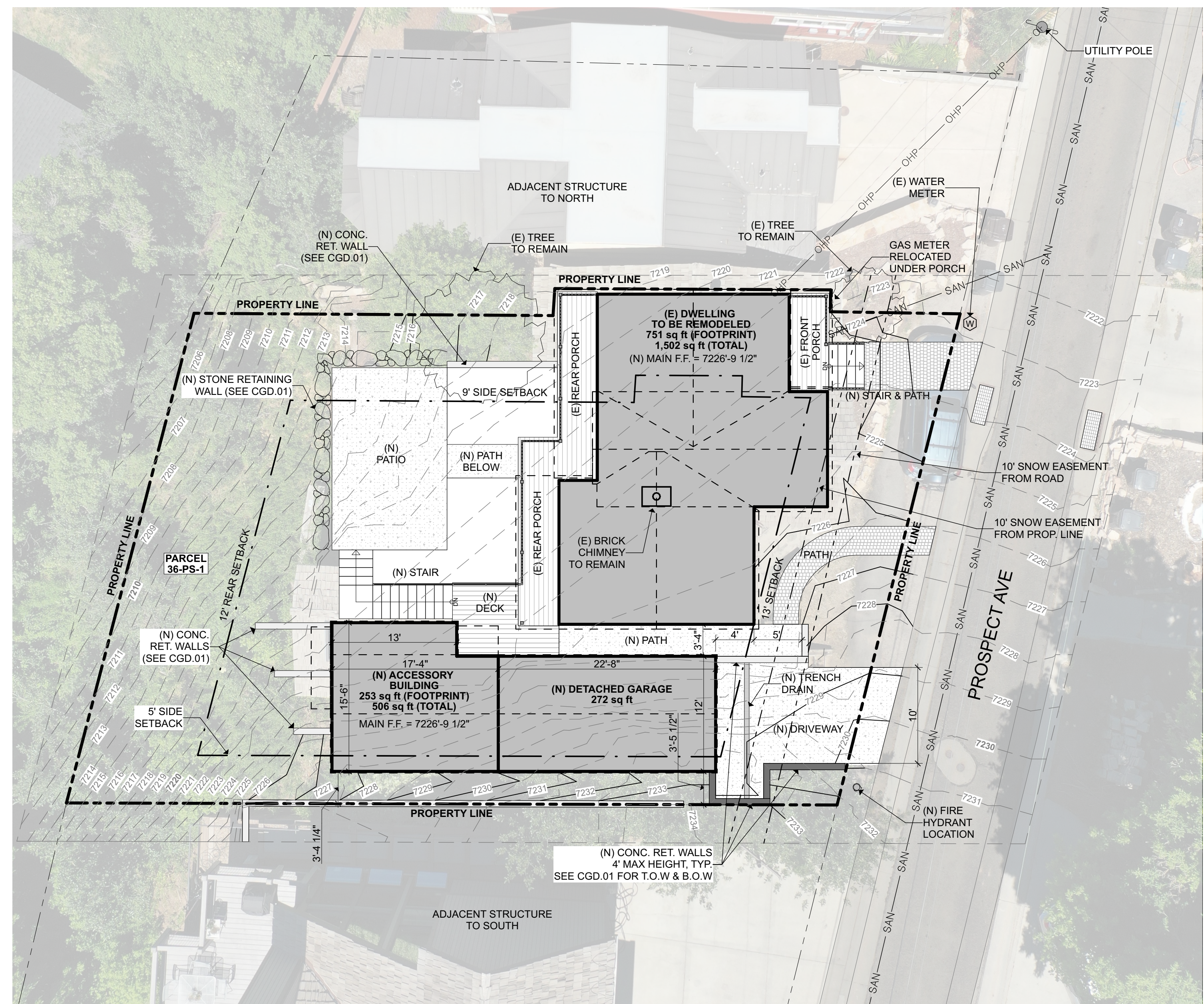
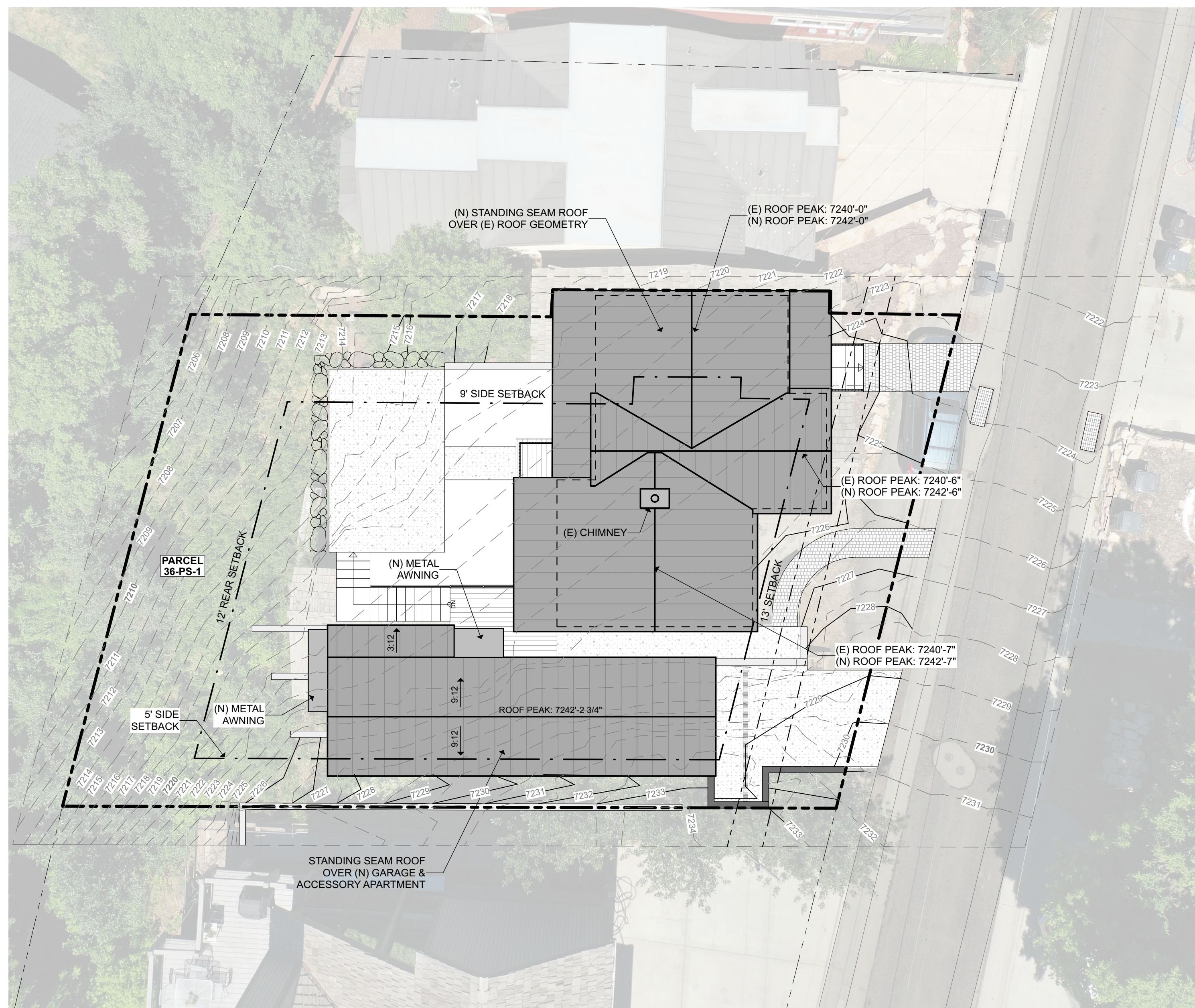
DATE: 5/22/25

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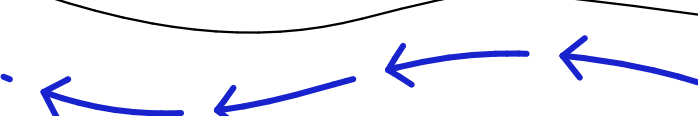
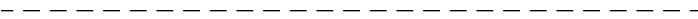
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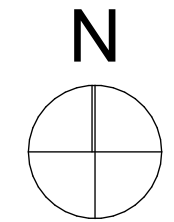
EXISTING SITE
PLAN
A0.6





LINETYPE LEGEND

	PROPERTY LINE
	SETBACK LINE
	EXISTING CONTOUR LINE
	NEW CONTOUR LINE
	STORM SURFACE DRAINAGE
	GAS LINE
	WATER LINE
	SANITARY SEWER
	STORM DRAIN/SEWER
	BURIED POWER
	OVERHEAD POWER
	OVERHEAD ROOF LINE
	JOIST CENTERLINE
	BEAM CENTERLINE
	HIDDEN LINE
	PERFORATED FOOTING/FND DRAIN
	STRAW WATTLE
	TREE PROTECTION FENCE
	SILT FENCE FENCE



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VISION#: REVISION DATE:

PROJECT NO:

E: 5/22/25

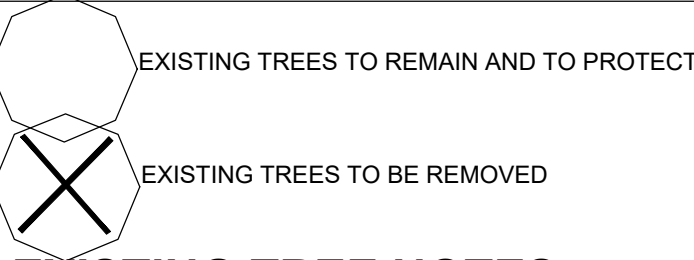
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PROPOSED SITE PLAN A0.7

EXISTING AND NEW LANDSCAPE AREA

SYMBOL SITE MATERIAL



EXISTING TREE NOTES

TREE PROTECTION AND PRESERVATION

INTRODUCTION: THIS IS INTENDED TO GUIDE THE GENERAL CONTRACTOR AND SUB-CONTRACTORS CREWS AND OWNER IN THE PROTECTION OF TREES LOCATED ON PROJECT SITE, AND SHALL BE IN COMPLIANCE WITH FOLLOWING SPECIFICATIONS. ALL PEOPLE THAT WORK AROUND TREES ARE RESPONSIBLE TO PROTECT THE TREES FROM UNNECESSARY INJURY THAT WOULD DECREASE THEIR VALUE. TREE ROOTS OFTEN SPREAD 2-3 TIMES WIDER THAN THE DRIP-LINE OF THE CANOPY AND 90% OF A TREE'S ROOTS ARE FOUND IN THE TOP 2 FEET OF SOIL. THESE FACTS ILLUSTRATE WHY IT IS SO IMPORTANT TO USE CARE WHEN WORKING NEAR EXISTING TREES.

A. TREE PROTECTION GUIDELINES FOR CONSTRUCTION SITES

PRIOR TO INITIATION OF DEMOLITION AND CONSTRUCTION WORK THAT WILL AFFECT TREES ON PROPERTY, THE FOLLOWING TREE PROTECTION PLAN SHOULD BE IMPLEMENTED, WHICH PROVIDES FOR THE FOLLOWING INFORMATION:

- TREE PROTECTION PRACTICES MAY INCLUDE, BUT ARE NOT LIMITED TO: PRUNING BRANCHES AND ROOTS, TEMPORARILY FENCING OFF AREA AROUND THE ROOTING ZONE, WRAPPING TRUNKS TO PREVENT WOUNDS, SPREADING WOOD CHIPS OR GRAVEL TO REDUCE SOIL COMPACTION, ENSURING PROPER TREE IRRIGATION IS PROVIDED THROUGHOUT THE TERM OF THE PROJECT, AND ADDING WELL-COMPOSTED ORGANIC MATTER TO THE TREE'S GROWING LOCATION FOLLOWING CONSTRUCTION.
- TREE PLANTING WORK SHALL BE DONE IN ACCORDANCE WITH LATEST LOCAL CODES, IE: BEST MANAGEMENT PRACTICES (BMP), ANSI Z153.1, AND ANSI A300. DIRECTIONS PROVIDED IN AUTHORIZING PERMITS SHALL BE FOLLOWED.
- ANY TREE TO REMAIN THAT IS IRREPARABLY DAMAGED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REMUNERATED AT COST TO CONTRACTOR RESPONSIBLE FOR DAMAGES. THE VALUE OF ALL TREES TO REMAIN SHALL BE ESTABLISHED IN WRITING AND AGREED UPON BY ALL PARTIES INVOLVED PRIOR TO CONSTRUCTION ACTIVITIES.
- ANY TREES TO REMAIN ON-SITE AND ON ADJACENT PROPERTIES THAT ARE DAMAGED DUE TO CONSTRUCTION ACTIVITIES THAT ARE REPLACEABLE SHALL BE REPLACED WITH TREE OF SAME SPECIES, CALIPER SIZE AND SIMILAR SHAPE AT THE EXPENSE OF CONTRACTOR RESPONSIBLE FOR DAMAGE.
- TREES BEING PRESERVED DURING ALL CONSTRUCTION ACTIVITIES SHALL HAVE A TREE PROTECTION ZONE (TPZ), WHICH IS NO LESS THAN THE WIDTH OF THE DRIP LINE OF THE TREES CANOPY, CLEARLY MARKED WITH A CONTINUOUS CHAIN LINK PROTECTIVE FENCE, OR OWNER APPROVED EQUAL. PRIOR TO ANY DEMOLITION, CLEARING, TRENCHING OR TUNNELING PROJECTS COMMENCEMENT.
- HEAVY EQUIPMENT SHALL NOT BE ALLOWED INSIDE THE TREE PROTECTION ZONE. ALL HEAVY EXCAVATIONS SHALL BE MADE BY EQUIPMENT FROM OUTSIDE OF THIS ZONE.
- BUILDING MATERIAL, TOPSOIL, CHEMICALS, OR FILL SHALL NOT BE STOCKPILED IN THE TREE PROTECTION ZONE OR IN THE DRIP-LINE OF ANY TREE THAT IS SCHEDULED FOR PRESERVATION.
- PRIOR TO CONSTRUCTION, THE TREE PROTECTION ZONE WILL BE DESIGNATED BY PLAN AND IN COORDINATION WITH BLUE STAKES. OWNER, LANDSCAPE ARCHITECT AND/OR CITY URBAN FORESTER. THE SIZE AND SHAPE OF THE ZONE WILL DEPEND ON THE TREE SPECIES SENSITIVITY TO IMPACT, THE HEALTH AND AGE OF THE TREE, AND ROOT AND CROWN CONFORMATION AND DEVELOPMENT CONSTRAINTS.
- TRENCHING SHOULD BE PERFORMED IN ACCORDANCE WITH THE STANDARDS LISTED ABOVE. WHEN LARGE SCAFFOLD ROOTS ARE ENCOUNTERED WHILE TRENCHING, HAND DIGGING AND BRIDGING OF THE ROOTS SHALL BE DONE. IN SITUATIONS WHERE A ROOT HAS BEEN DAMAGED, A CLEAN CUT SHALL BE MADE ON THE ROOT AT THE EDGE OF THE TRENCH CLOSEST TO THE TREE TRUNK.
- TUNNELING OR BORING SHOULD BE DONE WHENEVER POSSIBLE WHERE LARGE SCAFFOLD ROOTS ARE ENCOUNTERED, HAND DIGGING AND BRIDGING OF THE ROOTS SHALL BE DONE. IN SITUATIONS WHERE A ROOT HAS BEEN DAMAGED, A CLEAN CUT SHALL BE MADE ON THE ROOT AT THE EDGE OF THE TRENCH CLOSEST TO THE TREE TRUNK.
- EXCAVATION INVOLVING ROOT CUTS SHOULD BE DONE RAPIDLY. CUTS ON TREE ROOTS SHALL BE SMOOTH AND CLEAN. THE TRENCH SHOULD BE BACKFILLED AS QUICKLY AS POSSIBLE TO PREVENT THE EXPOSED ROOTS FROM DRYING OUT AND THE TREE SHOULD BE WATERED IMMEDIATELY. IF TREES ARE TO REMAIN EXPOSED FOR MORE THAN FOUR TO SIX HOURS, THEY MUST BE COVERED WITH BURLAP AND KEPT MOIST AT ALL TIMES.
- FOR TREES WITH A TRUNK DIAMETER IN EXCESS OF SIX INCHES, TUNNELING OR BORING SHOULD REPLACE TRENCHING ACCORDING TO THE FOLLOWING MINIMUM DISTANCES FROM THE FACE OF THE TREE TRUNK IN ANY DIRECTION.
- THE BOOKLET "TRENCHING AND TUNNELING NEAR TREES" THAT IS PRODUCED BY THE NATIONAL ARBOR DAY FOUNDATION SHALL BE USED AS A GUIDE FOR ALL CONSTRUCTION AND EXCAVATION WORK AROUND TREES. THIS BOOKLET MAY BE OBTAINED BY CONTACTING THE NATIONAL ARBOR DAY FOUNDATION.
- TREE CARE CONTRACTOR PROVIDING SERVICES SHOULD BE CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF THE PROJECT, INSURED AGAINST PERSONAL INJURY AND PROPERTY DAMAGE, AND CERTIFIED AS AN ARBORIST WITH THE INTERNATIONAL SOCIETY OF ARBORICULTURE. PRIOR TO BEGINNING WORK ON TREE(S) THE TREE CARE CONTRACTOR SHALL CONTACT THE CITY'S URBAN FORESTRY DIVISION TO RECEIVE AN AUTHORIZING PERMIT IF REQUIRED.
- TREES SHALL NOT BE USED TO SUPPORT ANY SCAFFOLDING, SIGNS, TEMPORARY UTILITY, OR ANY OTHER DEVICE. SIDEWALKS AND PAVING LEVELS SHOULD BE CONTOURED WHENEVER POSSIBLE TO AVOID ROOT CUTTING. IF DAMAGE OCCURS TO A PROTECTED TREE, IMMEDIATE CONTACT SHALL BE MADE WITH THE CITY FORESTER IN ORDER THAT WOUNDS CAN BE TREATED.
- NO ELEVATION OR GRADE CHANGES CAN BE MADE AROUND THE DRIP ZONE OF THE TREES UNLESS WRITTEN APPROVAL IS GIVEN BY THE OWNER, LANDSCAPE ARCHITECT AND RECEPTION OF A ELEVATION/GRADE CHANGE PLAN.
- EXCEPTIONS TO THE ABOVE GUIDELINES SHALL BE REVIEWED AND APPROVED BY THE OWNER PRIOR TO IMPLEMENTATION.
- TREES SHALL BE WATERED ACCORDING TO THE FOLLOWING GUIDELINES:
 - ESTABLISHED TREES NEED DEEP WATERING ONCE A WEEK WITH LOW PRESSURE TO ENSURE THAT THE GROUND IS SOAKED TO A DEPTH OF AT LEAST 12 INCHES.
 - YOUNG OR NEWLY PLANTED TREES NEED TO BE WATERED EVERY 3-4 DAYS.
 - TO KEEP WATER FROM EVAPORATING FROM THE SOIL AROUND THE TREE, APPLY AT LEAST TWO OR MORE INCHES OF ORGANIC MULCH (WOOD CHIPS OR MULCH) AROUND THE BASE OF THE TREES UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.

B. UNDERGROUND UTILITY WORK

- TRENCHING SHOULD BE PERFORMED IN A MANNER AND LOCATION LEAST DAMAGING TO TREE ROOTS.
- TUNNELING OR BORING SHOULD BE DONE WHENEVER POSSIBLE WHERE LARGE SCAFFOLD ROOTS ARE ENCOUNTERED, HAND DIGGING AND BRIDGING OF ROOTS SHALL BE DONE.
- ANY CUTTING OF TREE ROOTS, OTHER THAN WHEN IN THE PROCESS OF TREE REMOVAL, SHALL GIVE DUE CONSIDERATION TO FUTURE WELFARE OF THE TREE. PROPER ACTION SHALL BE TAKEN SO AS TO PROTECT, PRESERVE, OR CORRECT THE ROOT PROBLEM.
- THE "TRENCHING AND TUNNELING NEAR TREES" BOOK BY THE NATIONAL ARBOR DAY FOUNDATION SHALL BE USED AS A GUIDE FOR ALL CONSTRUCTION AND EXCAVATION WORK AROUND PROTECTED TREES.
- EXCAVATION INVOLVING ROOT CUTS SHOULD BE DONE RAPIDLY. CUTS ON TREE ROOTS SHALL BE SMOOTH AND CLEAN. BACKFILL BEFORE THE ROOTS HAVE A CHANCE TO DRY OUT, AND WATER TREE IMMEDIATELY. IF TREE ROOTS ARE TO REMAIN EXPOSED FOR ANY EXTENDED PERIOD OF TIME, THEY MUST BE COVERED WITH BURLAP AND KEPT MOIST AT ALL TIMES.

PURPOSE: THESE NOTES ARE INTENDED TO GUIDE GENERAL CONTRACTOR AND SUB-CONTRACTORS CREWS IN THE PRUNING AND REMOVAL OF EXISTING TREES AND BE IN COMPLIANCE WITH LOCAL STANDARDS.

C. GENERAL STANDARDS FOR TREE PRUNING

- ALL TREE MAINTENANCE WORK ON PROPERTY GROUNDS SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISIONS OF ANSI A300 AND ANSI Z153.1 STANDARDS AND AS FURTHER DETAILED IN THE BEST MANAGEMENT PRACTICES TREE PRUNING BOOKLET.
- ALL TREE PRUNING TO BE COMPLETED BY A LICENSED ARBORIST IN THE STATE OF THE PROJECT.
- HANGING LIMBS AND BRANCH GROWTH SHALL BE MAINTAINED 13 FEET ABOVE STREETS AND 8 FEET ABOVE SIDEWALKS OR PER LOCAL CODE.
- AUTHORITY TO PRUNE TREES DOES NOT INCLUDE THE CUTTING BACK OF SOUND, HEALTHY TREE BRANCHES IN EXCESS OF 6 INCHES OUTSIDE DIAMETER, UNLESS SPECIFICALLY DIRECTED BY THE OWNER OR CITY FORESTER.
- TREE BRANCHES SHALL BE REMOVED AND CONTROLLED IN SUCH A MANNER AS NOT TO CAUSE DAMAGE TO OTHER PARTS OF THE TREE, OTHER PLANTS, AND PROPERTY.
- CLEAN-UP BRANCHES, LOGS OR ANY OTHER DEBRIS RESULTING FROM A TREE PRUNING OR REMOVAL SHALL BE PROMPTLY AND PROPERLY ACCOMPLISHED. THE WORK AREA SHALL BE KEPT SAFE AT ALL TIMES UNTIL THE CLEANUP OPERATION IS COMPLETED. UNDER NO CONDITION SHALL THE ACCUMULATION OF BRUSH, BRANCHES, LOGS, OR OTHER DEBRIS BE ALLOWED UPON PROPERTY IN SUCH A MANNER AS TO CAUSE A PUBLIC HAZARD.
- THE USE OF CLIMBING SPIRES OR GAFFS SHALL BE PERMITTED ONLY IN THE CASE OF TREE REMOVAL OR IN AERIAL RESCUE EMERGENCIES.
- UNDER NO CONDITIONS SHALL IT BE CONSIDERED PROPER TO LEAVE SEVERED OR PARTIALLY CUT LIMBS IN A TREE AFTER THE WORKERS LEAVE THE SCENE OF OPERATIONS.
- ALL TREES TO BE REMOVED SHALL BE TAGGED FOR OWNERS APPROVAL PRIOR TO REMOVING.

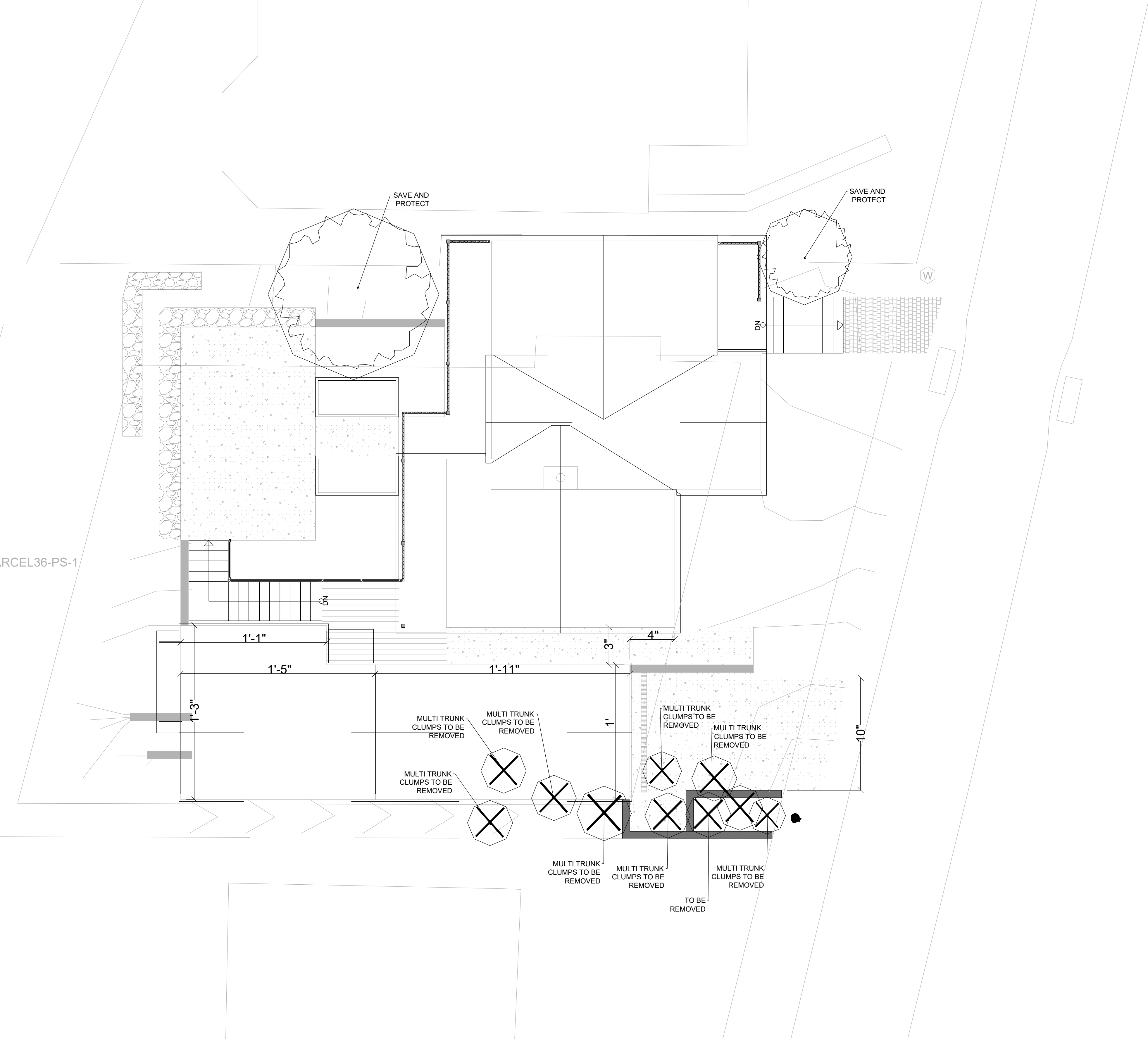
D. TREES SHALL BE REMOVED IF:

- THE TREE INTERFERES WITH OR CREATES A PUBLIC NUISANCE OR HAZARD TO PEDESTRIANS OR VEHICULAR TRAFFIC OR IS CONSIDERED A PUBLIC NUISANCE BY THE CITY FORESTER.
- THE TREE IS SIGNIFICANTLY DAMAGED OR DISEASED.
- THE TREE IS SPECIFIED TO BE REMOVED ON THIS PLAN.
- THE OWNER REQUESTS REMOVAL OF TREE. IN THIS CASE THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED SO AS TO REVISE THE PROPOSED PLANTING PLAN TO MEET CITY/COUNTY REQUIREMENTS FOR TREE REPLACEMENT.

E. STUMP REMOVAL REQUIREMENTS AND STANDARDS

- PERSONS PERFORMING STUMP REMOVAL DUTIES SHALL HAVE THE IMMEDIATE AREA INVESTIGATED FOR UTILITY LINES FROM BLUESTAKES/DIG-LINE AS NECESSARY AND WEAR ALL REQUIRED SAFETY EYE AND EAR PROTECTION.
- ALL REMOVAL OF TAGGED TREES SHALL BE DONE IN A MANNER SO THAT THE REMAINING STUMP WILL BE AT LEAST 8 INCHES BELOW GROUND LEVEL UNLESS OTHERWISE DIRECTED BY OWNER.
- EXCAVATIONS RESULTING FROM A TREE OR SHRUB REMOVAL MUST BE PROMPTLY FILLED IN TO NORMAL GROUND LEVEL WITH TOPSOIL APPROVED BY OWNER OR FILL MATERIAL, DEPENDING ON LOCATION. THE TOPSOIL/FILL MATERIAL SHALL BE PROPERLY SETTLED AND BE FREE OF DEBRIS.

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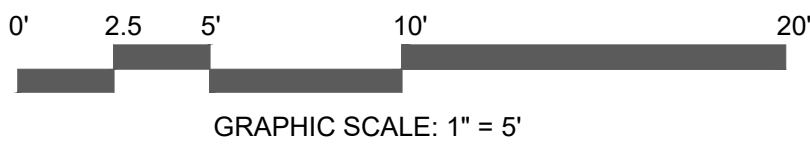
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5/22/2025

RUT25006

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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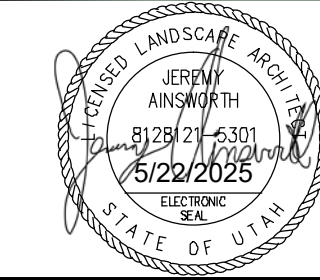


THE BARRETT HOUSE
36 PROSPECT AVENUE
PARK CITY, UTAH

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DRAWN: ALR
CHECKED: JMA
PLOT DATE: 5/22/2025

EXISTING PLANTING PLAN

PERMIT SET

LP-EXISTING

SITE MATERIALS LEGEND

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	L-13	SOIL PEP MULCH SEE ORGANIC MULCH LANDSCAPING NOTES FOR MORE INFORMATION. SHEET LP-101	1,689 sf
	L-14	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	294 sf
2 HARDSCAPE			
	H-201	BOULDERS- DECORATIVE 3 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501..	6
	H-202	BOULDERS- DECORATIVE 5 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.	4
	H-111	CONCRETE STEPPING PAVERS 24" X 36"	4

PLANT LEGEND

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	DECIDUOUS SHRUBS
CONIFERS							
	PHTE	1	Pinus heldreichii 'Emerald Arrow' Emerald Arrow Bosnian Pine Moderate; 15' x 8'; sun; z5	B & B		5'-6'	Amelanchier alnifolia 'Regent' Regent Serviceberry Sd2; 5x5; AV 50; sun to part shade; z2; Utah Lake water tolerant Aronia melanocarpa 'Ground Hug' Ground Hug Spreading Chokeberry Sd3; 14"x36"; AV28; sun to part shade; z3; Utah Lake water tolerant Caragana frutex 'Globosa' Globe Peashrub Sd1; 5x5; AV28; sun to part sun; z2; Utah Lake water tolerant Chamaebatiaria millefolium Fernbush Sd0; 4x3; AV 7; sun to part sun; z4; Utah Lake water tolerant Chrysothamnus nauseosus var. nauseosus Baby Blue Rabbitbrush Sd0; 2x2; AV 7; sun; z4; Utah Lake water tolerant Rhus aromatica 'Gro-Low' Gro-Low Sumac GV1; 2 x 8; AV 28; full to part sun; z4; Utah Lake water tolerant Symphoricarpos albus laevigatus 'White Hedge' White Hedge Snowberry Low; 6'x4'; sun to part sun; z3-7; Utah Lake water tolerant Symphoricarpos x doorenbosii 'Kolman' TM First Editions Candy Coralberry Sd2; 2x3; AV 19.5; sun to part sun; z4; Utah Lake water tolerant; do not ingest berries Viburnum trilobum 'Alfredo' Alfredo Cranberrybush Viburnum low; 6'x6; sun to part sun; z3;
	PN'A	1	Pinus nigra 'Arnold Sentinel' Arnold Sentinel Austrian Pine moderate; 25x7; sun; z4	B & B		6'	
DECIDUOUS TREES							
	PTP	1	Populus tremuloides 'NE Arb' Prairie Gold Aspen moderate; 40x15; sun to part shade; z4, Utah Lake water tolerant	B & B	2"Cal		
	QG'O	1	Quercus gambelii Gambel Oak Tdl; 15-20x15-20; AV 176; sun; z4; Utah Lake water tolerant	15 gal	1.25"Cal		
EVERGREEN SHRUBS							
	ACM	3	Arctostaphylos x coloradoensis Mock Bearberry Manzanita Sel; 2x5; AV 28; sun to light shade; z4; Juniperus horizontalis 'Prince of Wales' Prince Of Wales Juniper 6-8" x 3-10'; low water; sun; z3; Utah Lake water tolerant Lavandula angustifolia 'Hidcote Blue' Hidcote Blue Lavender P2; 1.5x3; AV 3; sun; z4; Utah Lake water tolerant				5 gal
	J'PW	2					5 gal
	L'AH	3					1 gal
GRASSES							
	CA'K	14	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass Tw2; 4x3; AV 7; sun; z4; Utah Lake water tolerant Festuca x 'Cool as Ice' Cool as Ice Blue Fescue Tw2; 1x1; AV 3; sun to light shade; Utah Lake water tolerant Schizachyrium scoparium 'MinnblueA' Blue Heaven Little Bluestem Tw1; 3x2; AV 4.5; sun; z3; Utah Lake water tolerant				1 gal
	F'CI	6					1 gal
	S'SM	20					1 gal
PERENNIALS							
	E'KR	1	Echinacea x 'TNECHKR' Kismet® Raspberry Coneflower Moderate; 12-18"x24"; sun; z4; Utah Lake water tolerant Eriogonum umbellatum 'Kannah Creek' Kannah Creek Sulphur Flower low; 2x2; sun; z5; Utah Lake water tolerant Lavandula angustifolia 'Wee One' Wee One English Lavender Penstemon x 'Midnight Masquerade' Midnight Masquerade Beardtongue 2.5' x 2.5' Low water Rudbeckia fulgida 'Goldsturm' Black-eyed Susan P3; 3x2; AV 3; sun; z3; Utah Lake water tolerant Salvia officinalis 'Tricolor' Tricolored Garden Sage 1-2' X 1-2', Low water use when established				1 gal
	E'UK	5					1 gal
	L'WO	11					1 gal
	P'MM	2					1 gal
	R'FG	7					1 gal
	S'OT	8					5 gal

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
GROUND COVERS				
	CP'D	97	Ceratostigma plumbaginoides Dwarf Plumbago low; 9-12" x 12-15"; sun to shade; z5; Utah Lake water tolerant	4"pot

3/17/2025

RUT25006

NO. 1

REVISION XXXX

DATE XX-XX-XX

811

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0' 2.5' 5' 10' 20'

GRAPHIC SCALE: 1" = 5'

THE BARRETT HOUSE

36 PROSPECT AVENUE

PARK CITY, UTAH

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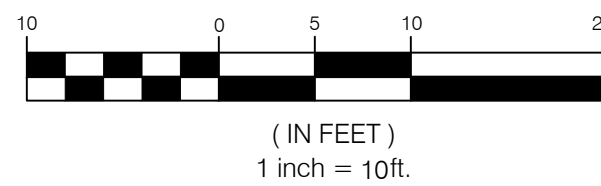
COLOR ILLUSTRATION

PERMIT SET

LP-COLOR

Page 409 of 478

OWNER/DEVELOPER:
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GRADING AND DRAINAGE KEY NOTE REFERENCE		
NO.	DESCRIPTION	DETAIL
①	GRADE SITE TO ELEVATIONS SHOWN ON PLAN	
②	4' MAX. CONCRETE RETAINING WALL. (DESIGN BY OTHERS)	
③	ROCK OR BLOCK PROTECTED SLOPE	B/CGD.01
④	6" TRENCH DRAIN (ZURN OR EQUAL)	
⑤	12" LAND DRAIN (NYLOPLAST OR EQUAL)	
⑥	6" HDPE STORM DRAIN PIPE	

ALL HDPE/RCP CLASS III PIPE TO HAVE SOIL TIGHT JOINTS

NOTE:
ALL WORK WITHIN PUBLIC ROADS TO BE DONE IN STRICT
ACCORDANCE WITH PARK CITY STANDARDS AND
SPECIFICATIONS

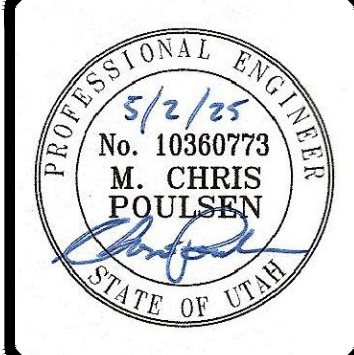
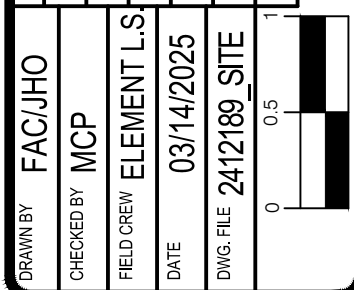
NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS TO
EXISTING GRADE ARE APPROXIMATE. CONTRACTOR TO FIELD
VERIFY LOCATION, EXTENT OF SAWCUTTING, AND TIE-IN
SLOPES TO EXISTING GRADE PRIOR TO CONSTRUCTION. IT IS
THE INTENT ON THESE PLANS THAT ALL PAVEMENT SHALL TIE
INTO EXISTING GRADE PER SLOPES LISTED ON CGN.01 NOTE 70.
SEE NOTES 66, 70, 82, & 83 ON CGN.01 FOR FURTHER DETAIL.

EXISTING UTILITIES NOTE:
EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEERS KNOWLEDGE, HOWEVER IT IS THE OWNERS AND CONTRACTORS RESPONSIBILITY TO LOCATE UTILITIES IN FIELD. POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. NOTIFY ENGINEER IF DISCREPANCIES OR CONFLICTS EXIST PRIOR TO CONTINUING ANY CONSTRUCTION.

NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

SURVEY CONTROL NOTE:

THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.



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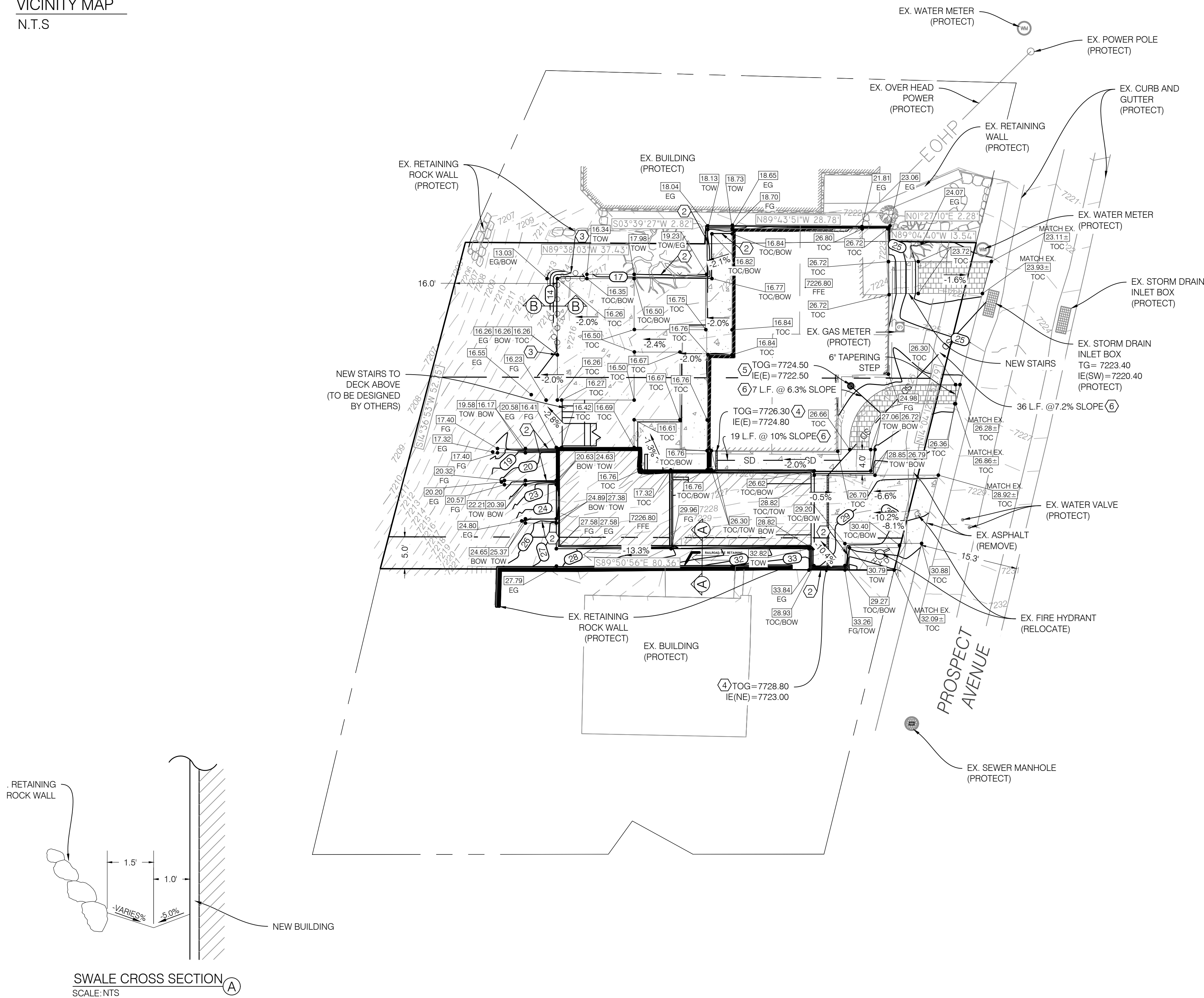
THE BARRET HOUSE

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PARK CITY, UTAH

PROJECT NO. 2412189

**GRADING &
DRAINAGE
PLAN**

CGD.01
1 OF 1



Technical drawing of a rock wall cross-section. The wall is composed of irregular rock shapes. Key dimensions and specifications include:

- Top Slope:** 3 (H) TO 1 (V) OR FLATTER.
- Top Width:** 2.0' MIN.
- Face Slope:** 0.5 (H) TO 1 (V) OR FLATTER.
- Excavation Height:** HEIGHT OF EXCAVATION: 4' MAXIMUM.
- Base Slope:** 3 (H) TO 1 (V) OR FLATTER.
- Embedment:** MIN. 8" OF EMBEDMENT @ TOE OF WALL. SOIL COMPACTED TO 90% MIN. BELOW WALL.
- Backfill:** 8" MIN. EMBEDMENT AT TOE.
- Adjacent Area:** EMBANKMENT/CUT.
- Grading:** GRADE PER PLAN SHOWN ON CGD.01 (indicated at two locations).

NOTES:

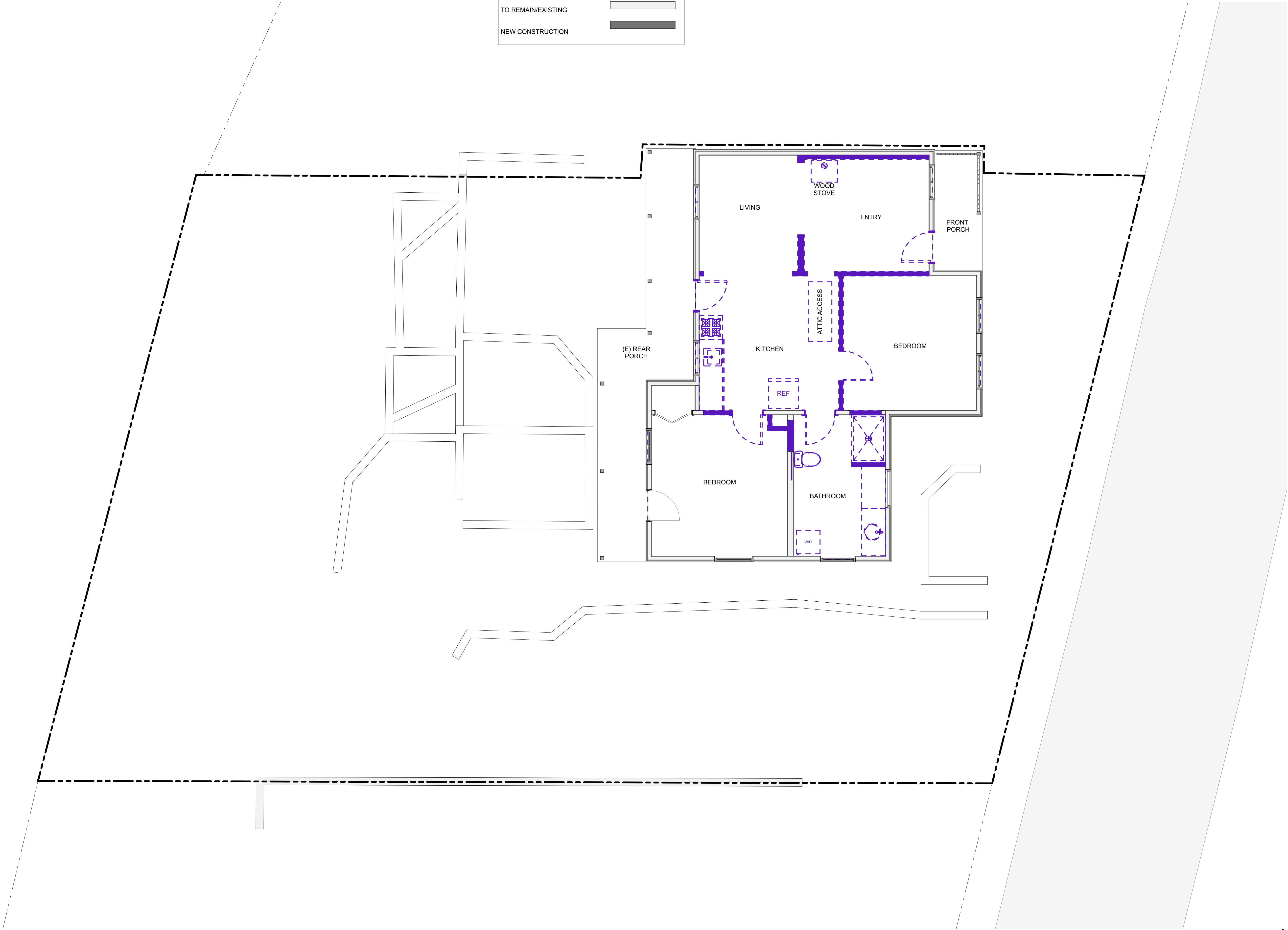
1. NOMINAL ROCK SIZES SHALL BE AT LEAST ONE THIRD (1/3) THE HEIGHT OF THE WALL.
2. IN SANDY OR SILTY SOILS A FILTER FABRIC SHALL BE PLACED BEHIND THE ROCK FACED SLOPE.
3. ROCK MUST BE ANGULAR AND FITTED TOGETHER TO INTERACT WITH ADJACENT ROCKS.
4. A MINIMUM SETBACK OF FOUR (4) FEET FROM BUILDING OR STRUCTURES SHALL BE MAINTAINED ABOVE OR BELOW THE ROCK FACED SLOPE.
5. ROCK PROTECTED SLOPES EXCEEDING 4' IN HEIGHT MUST BE DESIGNED BY AN ENGINEER AND SUBMITTED AND APPROVED BY THE CITY.

NOTES:

1. NOMINAL ROCK SIZES SHALL BE AT LEAST ONE THIRD (1/3) THE HEIGHT OF THE WALL.
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TYPICAL ROCK PROTECTED SLOPE (B)
SCALE: NTS

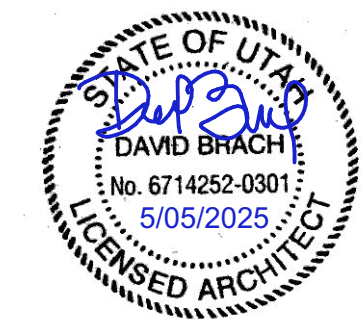
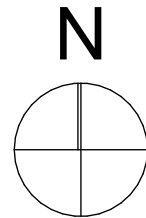
DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	



1

FIRST FLOOR PLAN EXISTING/DEMOLITION

SCALE: 1/4" = 1'-0"



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PROJECT NO:

DATE: 5/22/25

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SCALE: AS NOTED IN DRAWING

FIRST FLOOR
PLAN (EXISTING-
DEMOLITION)

A1.1

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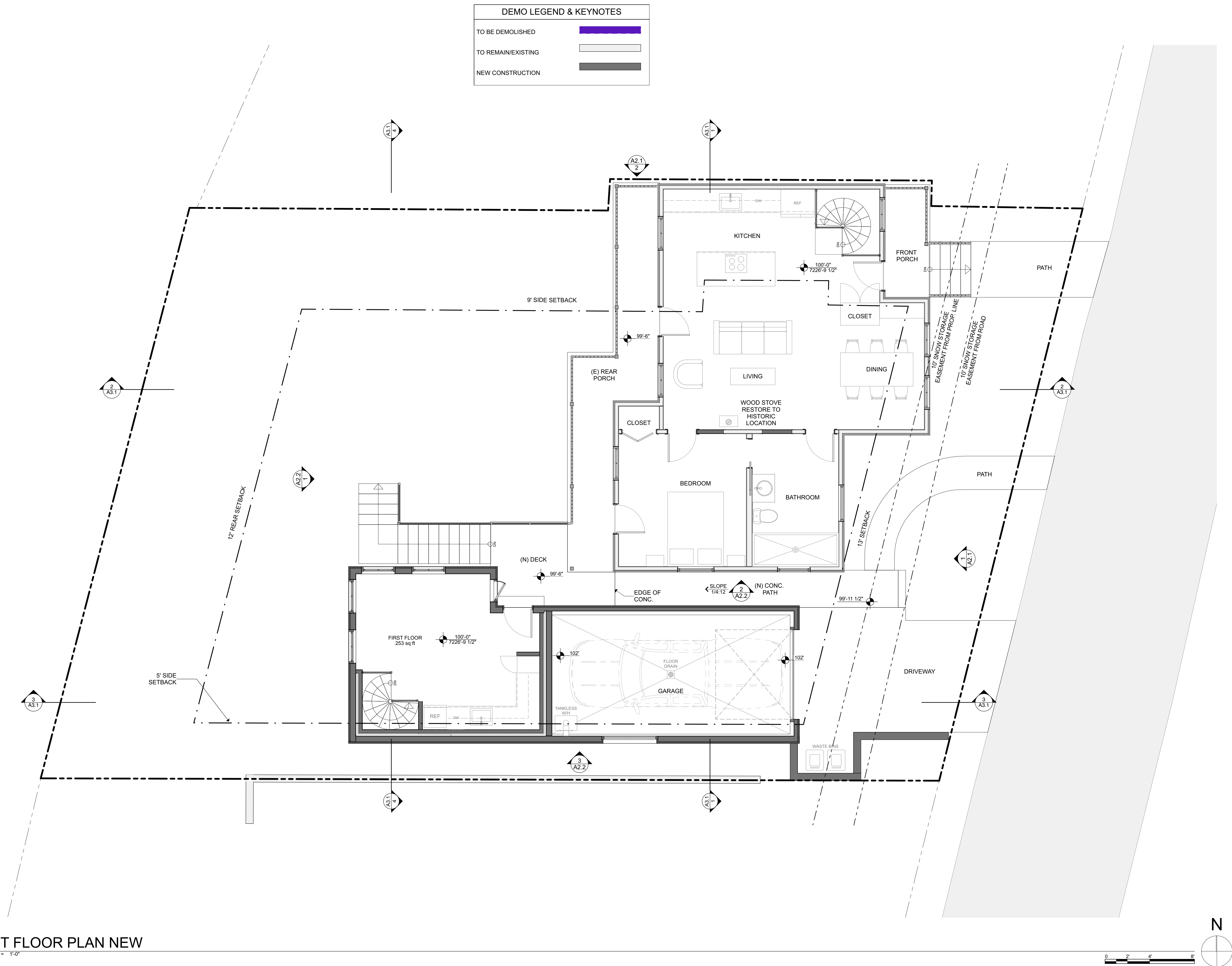
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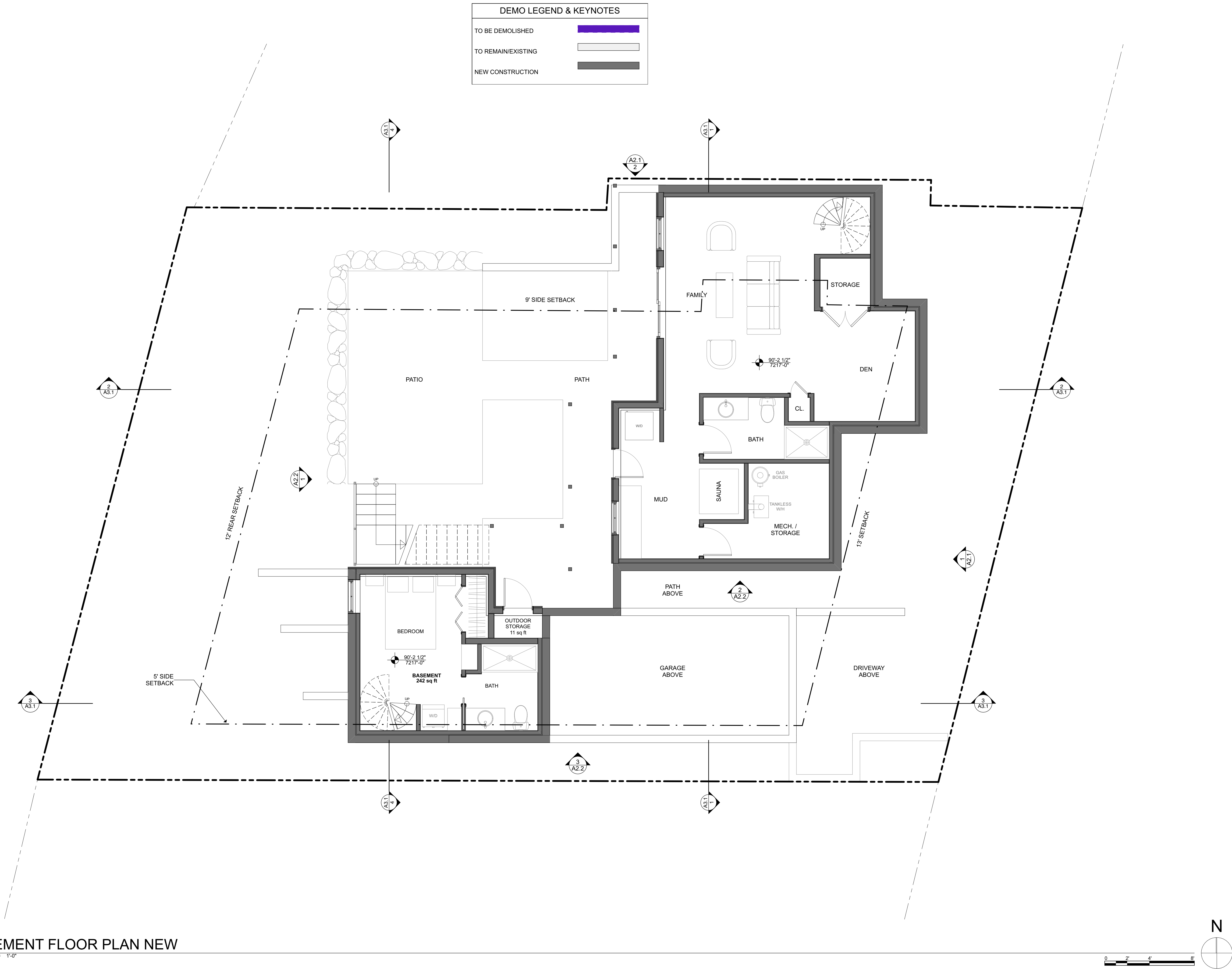
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SCALE: AS NOTED IN DRAWING

FIRST FLOOR
PLAN (NEW)

A1.2





1 BASEMENT FLOOR PLAN NEW
SCALE: 1/4" = 1'-0"

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BASEMENT
FLOOR PLAN
(NEW)
A1.3

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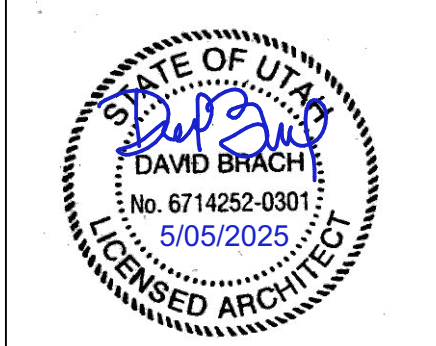




3D OVERVIEW - EAST ELEVATION



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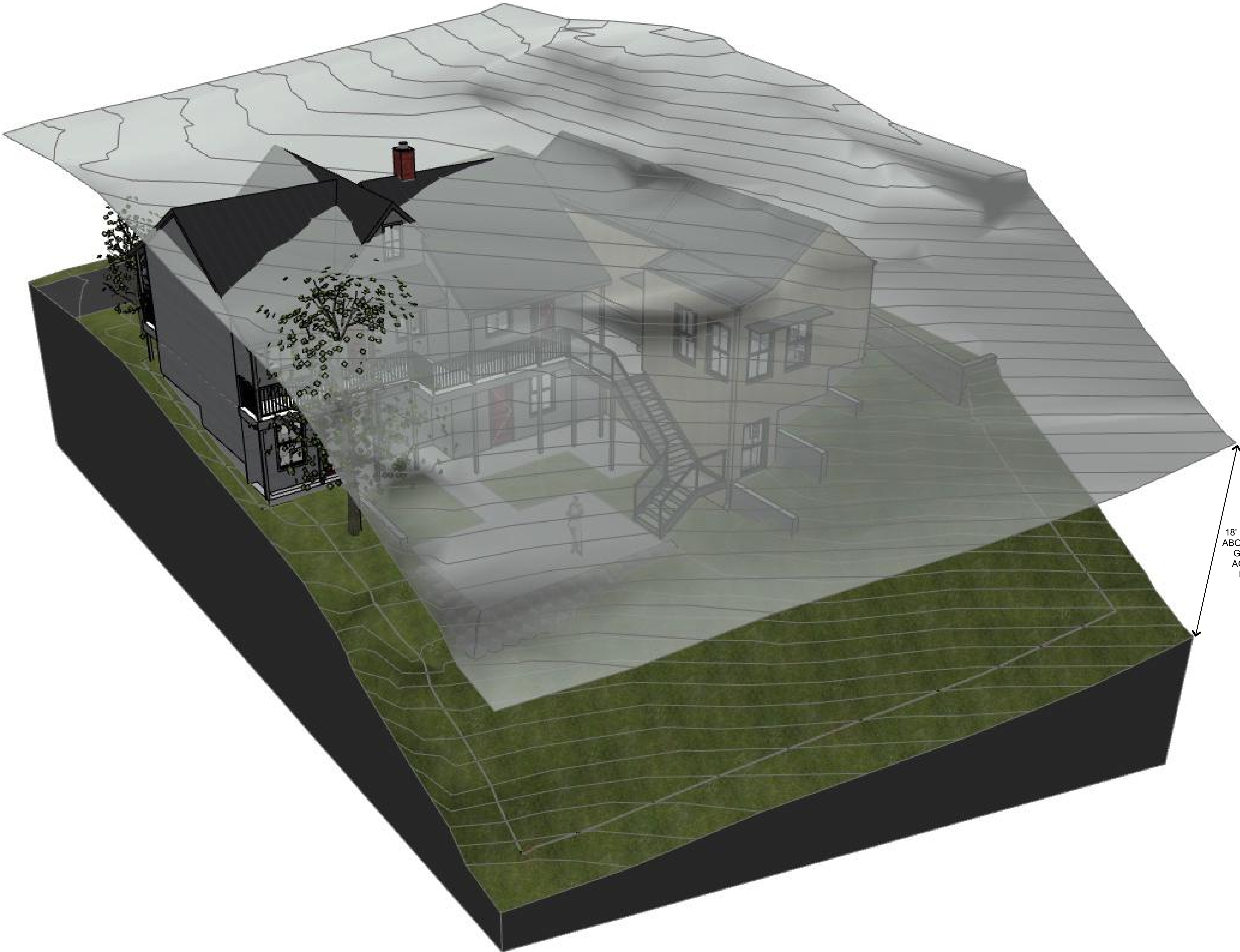
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SCALE: AS NOTED IN DRAWING

3D OVERVIEW
A1.4

Page 415 of 478



BULK CONFORMANCE DIAGRAM



18' MAX HEIGHT
ABOVE EXISTING
GRADE FOR
ACCESSORY
BUILDING

BULK CONFORMANCE DIAGRAM

Bd

ARCHITECTURE

STATE OF UTAH

DAVID BRACH

No. 6714252-0301

5/05/2025

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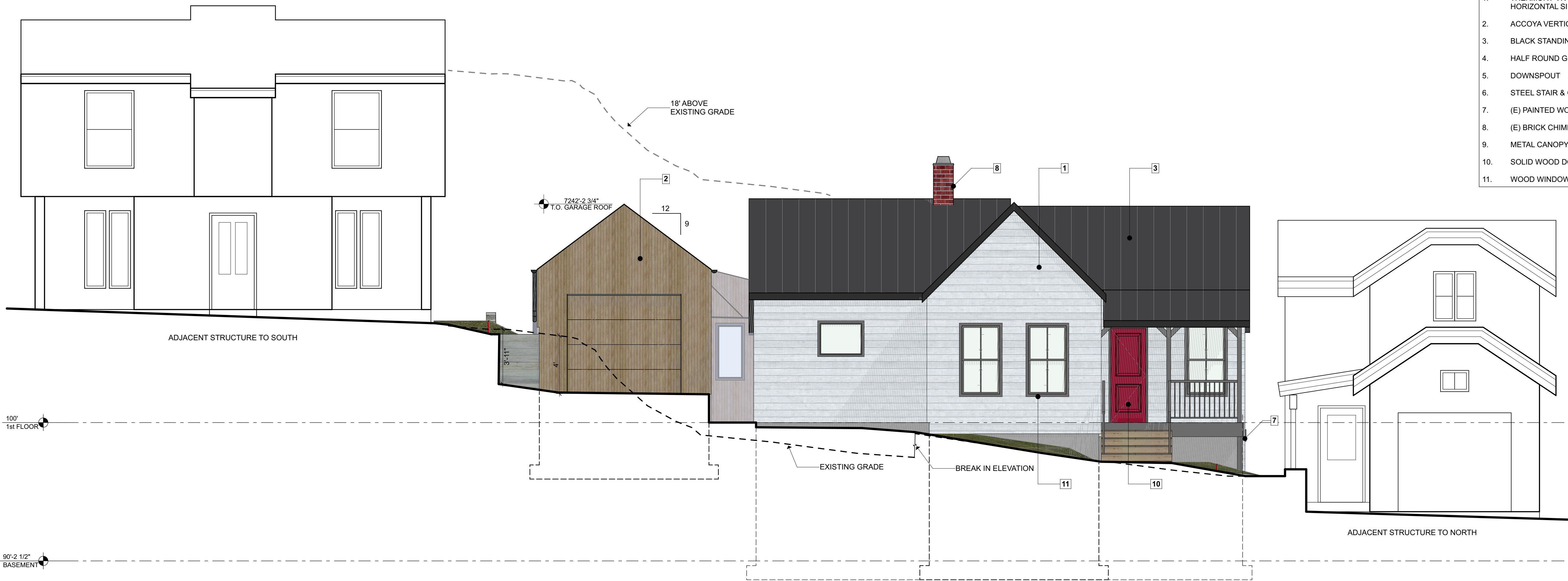
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BULK
CONFORMANCE
DIAGRAM

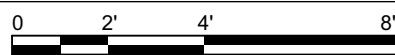
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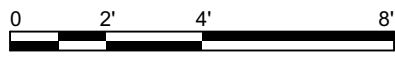


ELEVATION KEYNOTES	
1.	THERMORY VIVID OPAQUE THERMO-SPRUCE HORIZONTAL SIDING, RAL-7045 COLOR
2.	ACCOYA VERTICAL SIDING
3.	BLACK STANDING SEAM METAL ROOF
4.	HALF ROUND GUTTER
5.	DOWNSPOUT
6.	STEEL STAIR & GUARDRAIL
7.	(E) PAINTED WOOD PORCH TO REMAIN
8.	(E) BRICK CHIMNEY TO REMAIN
9.	METAL CANOPY
10.	SOLID WOOD DOOR, TYP.
11.	WOOD WINDOW, TYP.

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

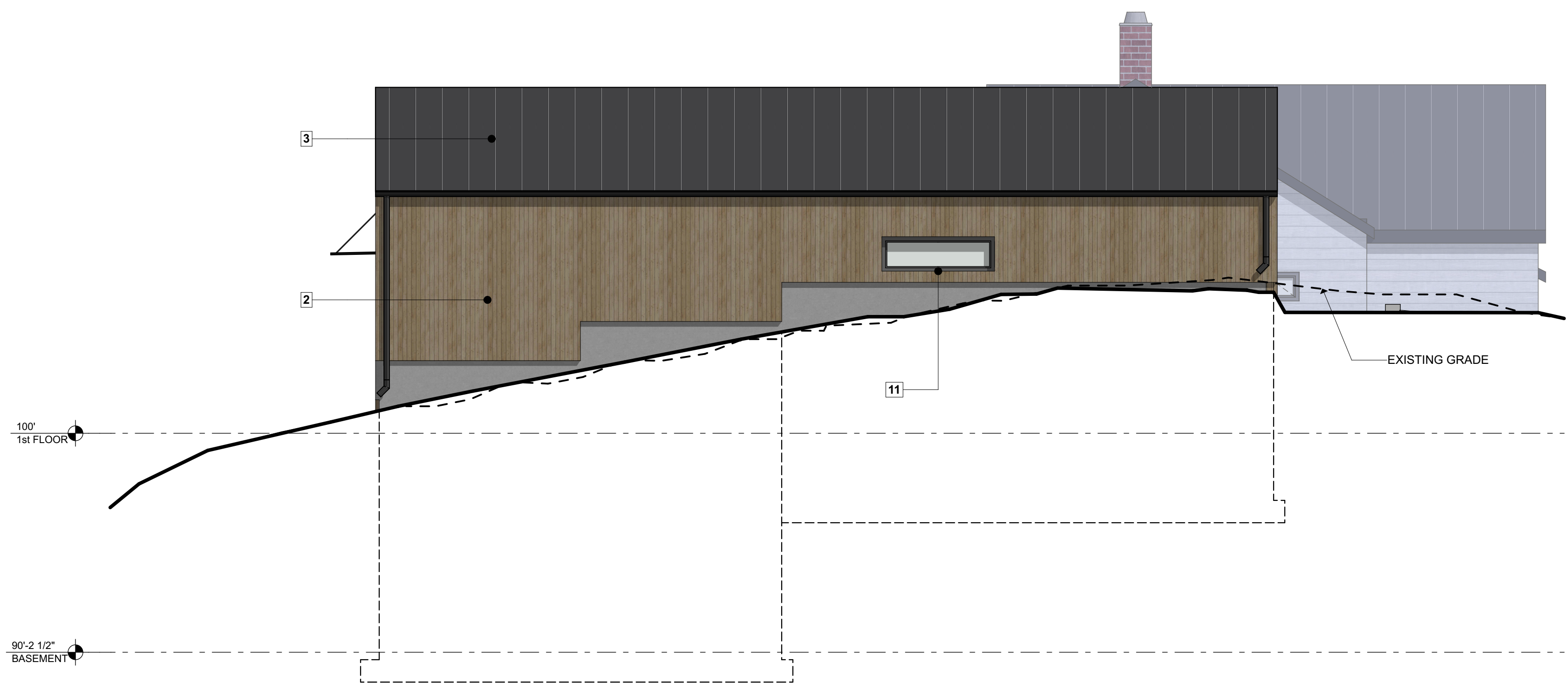


2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

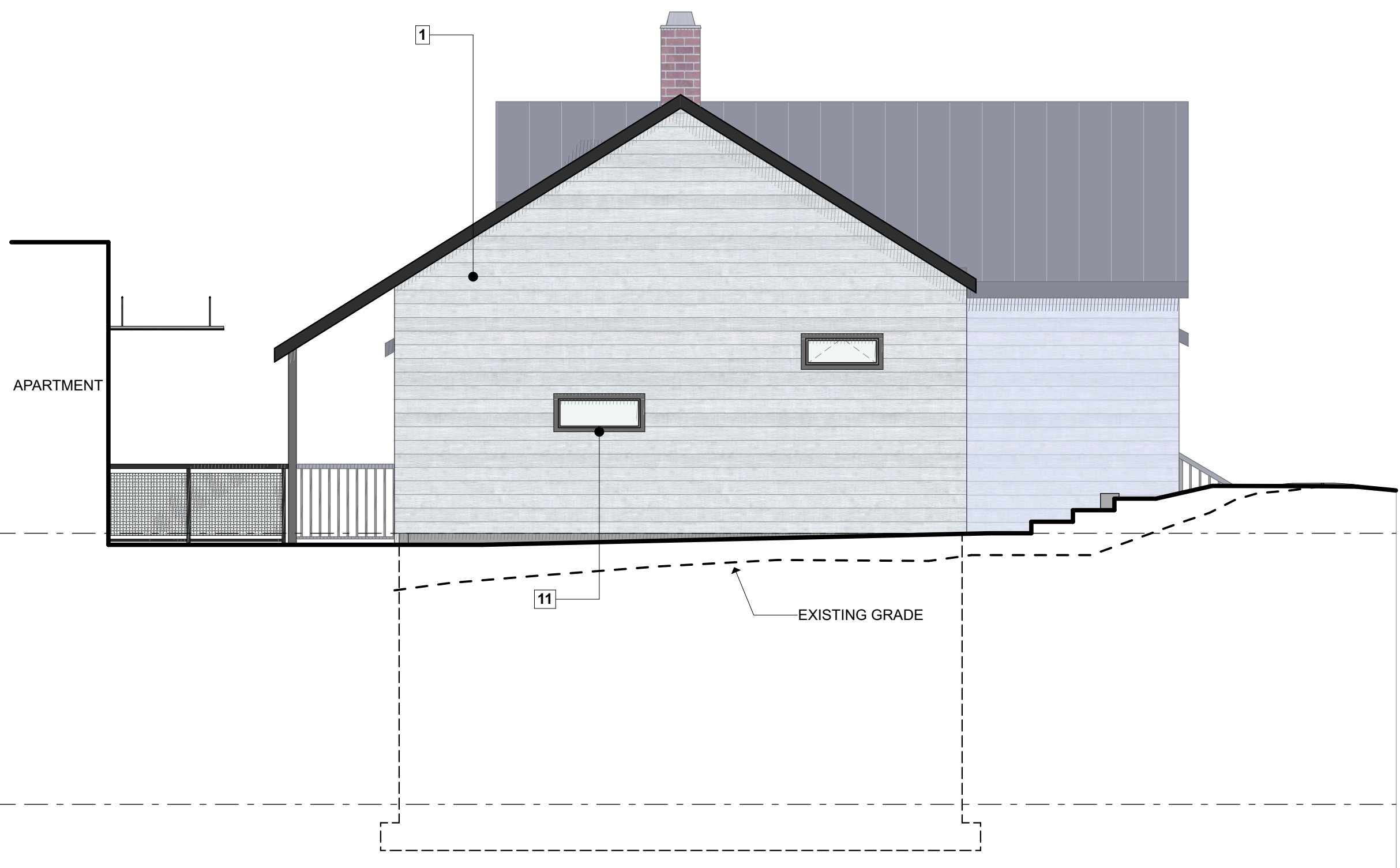
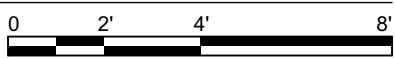




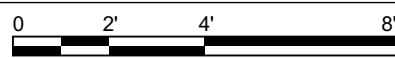
1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION (GARAGE / ADU)
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION (HOUSE)
SCALE: 1/4" = 1'-0"



ELEVATION KEYNOTES	
1.	THERMORY VIVID OPAQUE THERMO-SPRUCE HORIZONTAL SIDING, RAL-7045 COLOR
2.	ACCOYA VERTICAL SIDING
3.	BLACK STANDING SEAM METAL ROOF
4.	HALF ROUND GUTTER
5.	DOWNSPOUT
6.	STEEL STAIR & GUARDRAIL
7.	(E) PAINTED WOOD PORCH TO REMAIN
8.	(E) BRICK CHIMNEY TO REMAIN
9.	METAL CANOPY
10.	SOLID WOOD DOOR, TYP.
11.	WOOD WINDOW, TYP.



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SCALE: AS NOTED IN DRAWING

NEW
ELEVATIONS
A2.2

PROPOSED SIDING FOR EXISTING BARRETT HOUSE

← [Back to products list](#)

Thermory Vivid Opaque
thermo-spruce C24

APPLICATION

Coated cladding
Cladding

WOOD

Spruce

THERMAL
MODIFICATION

Intense

CHOOSE COLOR

✓

Selected
Color

Ral-7045

PROPOSED SIDING FOR NEW ACCESSORY BUILDING



accoya

Q Search

APPLICATIONS

WOOD SIDING





Bd

ARCHITECTURE

STATE OF UT
DAVID BRACH
No. 6714252-0301
5/05/2025
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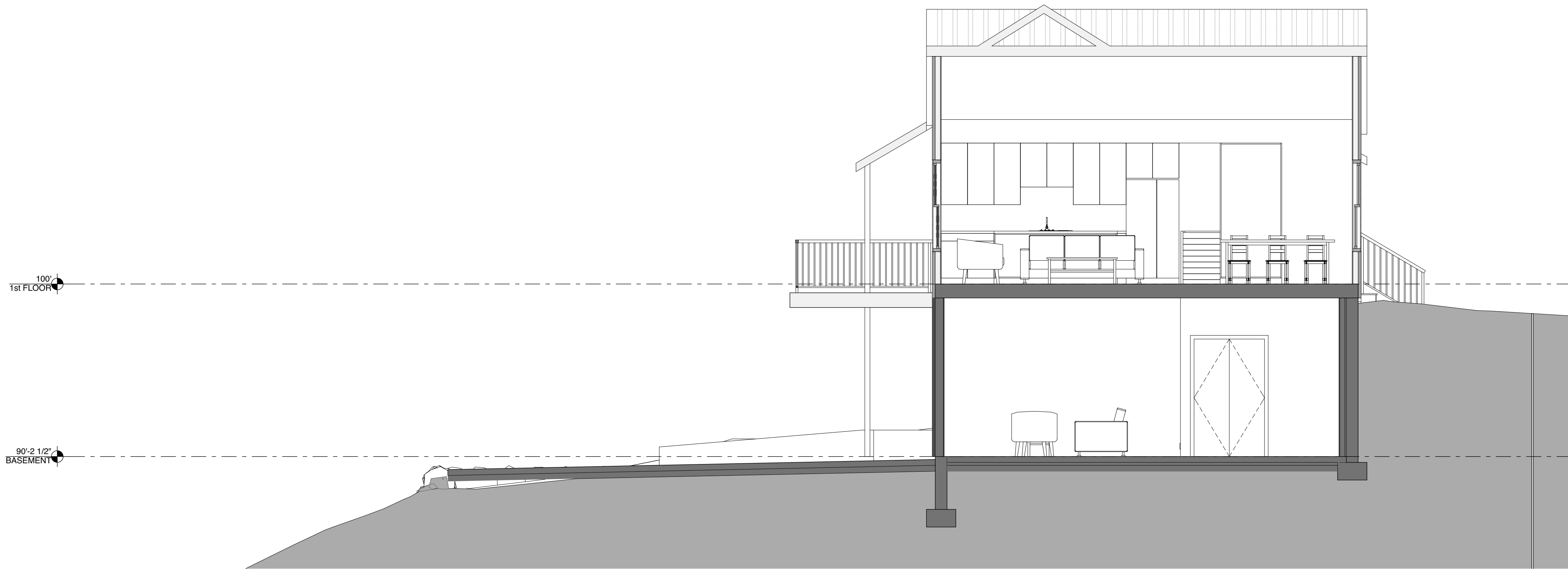
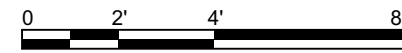
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PROPOSED
MATERIALS
A2.3

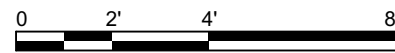
Page 420 of 478



1 NS BUILDING SECTION
SCALE: 1/4" = 1'-0"

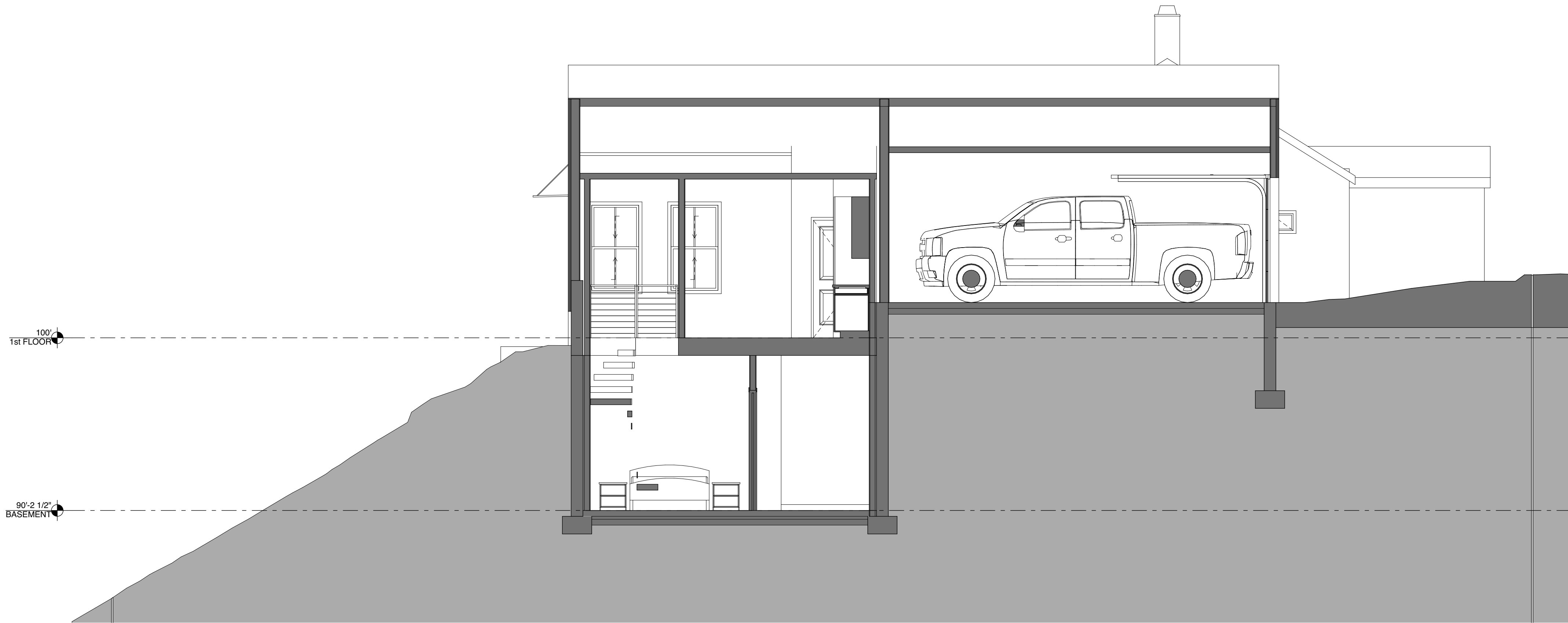
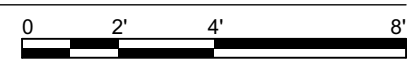


2 EW BUILDING SECTION
SCALE: 1/4" = 1'-0"

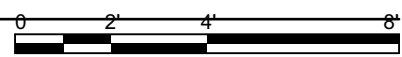




2 NS BUILDING SECTION
SCALE: 1/4" = 1'-0"



1 EW BUILDING SECTION
SCALE: 1/4" = 1'-0"



STREET (EAST) VIEW OF PROPOSED GARAGE



REAR (WEST) VIEW OF PROPOSED GARAGE / ACCESSORY BUILDING



ARCHITECTURE

STATE OF UTAH

DAVID BRACH

6714252-0301

5/05/2025

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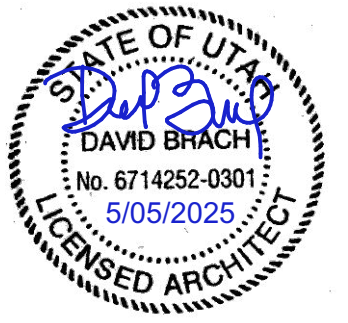
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CONTEXTUAL
ANALYSIS

A4.2

Page 424 of 478

A scenic view of a mountain town with houses built into a hillside. In the foreground, a white house with a dark, corrugated metal roof is visible, featuring a chimney and a small dormer window. The house is surrounded by trees and other buildings, including a yellow house and a blue house. The background shows a steep, forested hillside with more houses and trees, under a clear sky.



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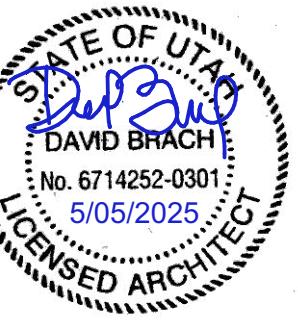
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CONTEXTUAL ANALYSIS

A4.3

VIEW FROM SAMPSON AVE.



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CONTEXTUAL ANALYSIS

A4.4

Planning Department Staff Report



Subject: 2392 Holiday Ranch Loop Road
Creekside Park
Application: PL-25-06549
Author: Virgil Lund, Planner II
Date: June 26, 2025
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the Administrative Conditional Use Permit (ACUP) for an Ancillary Shade Structure at Creekside Park, (II) conduct a public hearing, and (III) consider approving the ACUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Park City Municipal Corporation
Applicant Representative: Mark Rane

Location: 2392 Holiday Ranch Loop Road

Zoning District: Urban Park

Adjacent Land Uses: Park, Fire Station, Open Space

Reason for Review: Accessory Buildings under 600 square feet require an ACUP in the Urban Park Zoning District.¹

ACUP Administrative Conditional Use Permit
CUP Conditional Use Permit
LMC Land Management Code
UPZ Urban Park Zoning District
SLO Sensitive Land Overlay

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

Summary

The Applicant proposes to construct a 204-square-foot Ancillary Shade Structure made of weathered steel over the existing picnic area at Creekside Park. Creekside Park is in the Urban Park Zoning (UPZ) District and Sensitive Land Overlay (SLO).

¹ LMC [§ 15-2.26-2\(B\)\(2\)](#)



Figure 1: Existing Conditions Photo



Figure 2: Rendering of Proposed Ancillary Shade Structure

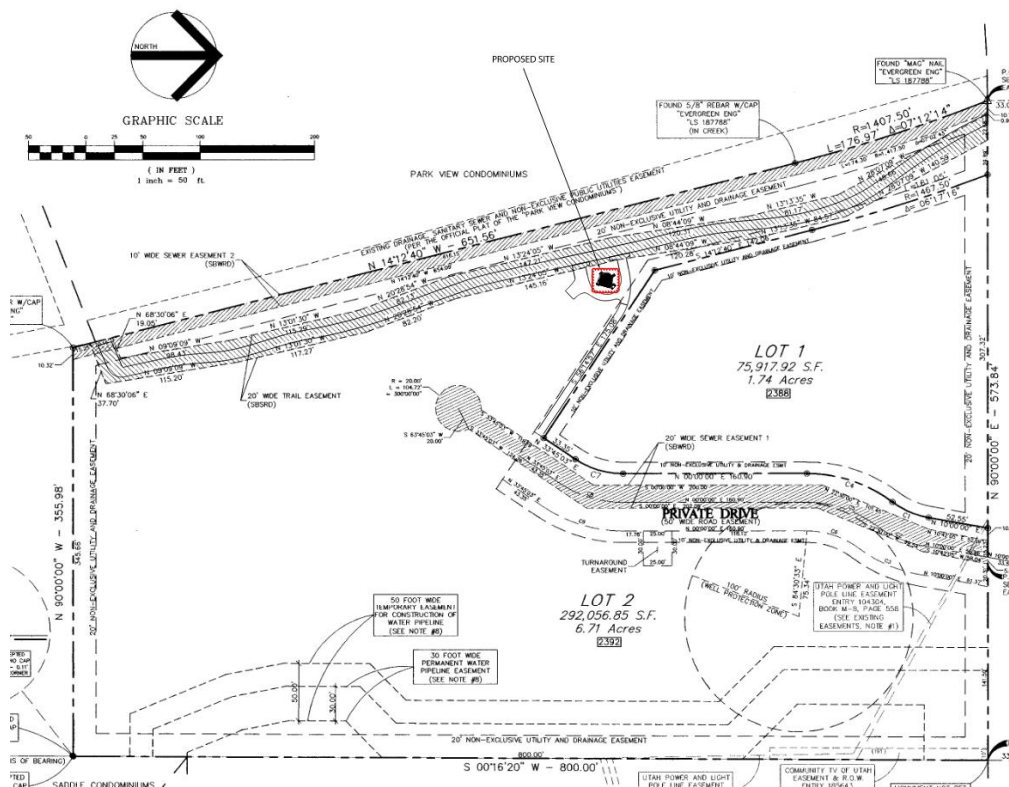


Figure 3: Subdivision Site Plan, Structure Clouded in Red

Background

On April 3, 2007, the Creekside Subdivision was recorded (Recorder Entry No. [809048](#)), creating a two-Lot Subdivision for Creekside Park and Park City Fire District Station 31.

On April 8, 2009, the Planning Commission approved a Conditional Use Permit (CUP) for Creekside Park, including a dirt jump park, shade structures, playgrounds, restrooms, and walkways (Exhibit B).

On July 13, 2016, the Planning Commission approved a CUP for a 2,652-square-foot water treatment facility at Creekside Park (Exhibit C).

On April 2, 2025, Escalante Creative, LLC (Mark Rane, Applicant representative) and Park City Municipal Corporation entered into a professional services agreement for the proposed Ancillary Shade Structure (Exhibit D).

Analysis

(I) The proposed Ancillary Shade Structure complies with the UPZ requirements in LMC Chapter 15-2.26.

The purpose of the Urban Park Zoning (UPZ) District is to:

1. Promote the preservation of Historic Buildings, Structures, Sites, or Objects;
2. Preserve the vegetation and habitat of natural Areas;
3. Provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails;
4. Establish and preserve districts for land Uses requiring substantial Areas of Open Space covered with vegetation that are substantially free from Accessory Buildings, Streets, and Parking Lots;
5. Permit recreational Uses and preserve recreation land;
6. Encourage parks, golf courses, trails, and other compatible public or private recreational Uses, and preserve and enhance park amenities; and
7. Encourage sustainability, conservation, and renewable energy.

The proposed Ancillary Shade Structure complies with the purposes of the UPZ in that it enhances the existing park amenities at Creekside Park.

LMC [§ 15-2.26-3](#) requires all Structures be no less than 25 feet from the boundary line of the Lot, district, or public Right-of-Way.

LMC [§ 15-2.26-3\(A\)](#) lists *Ancillary Structure* as an exception to the Setback requirement. LMC [§ 15-5-1](#) defines *Ancillary Structure* as a one-story, attached or detached Structure, 250 square feet in Area or smaller, that is subordinate to and located on the same Lot as the principal Use, and includes Structures such as sheds, green houses, play equipment, utility Buildings, and similar Structures that may or may not require a Building Permit.

The proposed Ancillary Shade Structure is 25 feet nine inches from the north Lot Line, 10 feet six inches from the McLeod Creek Trail Right-of-Way, and greater than 300 feet from the west and east Lot Lines.

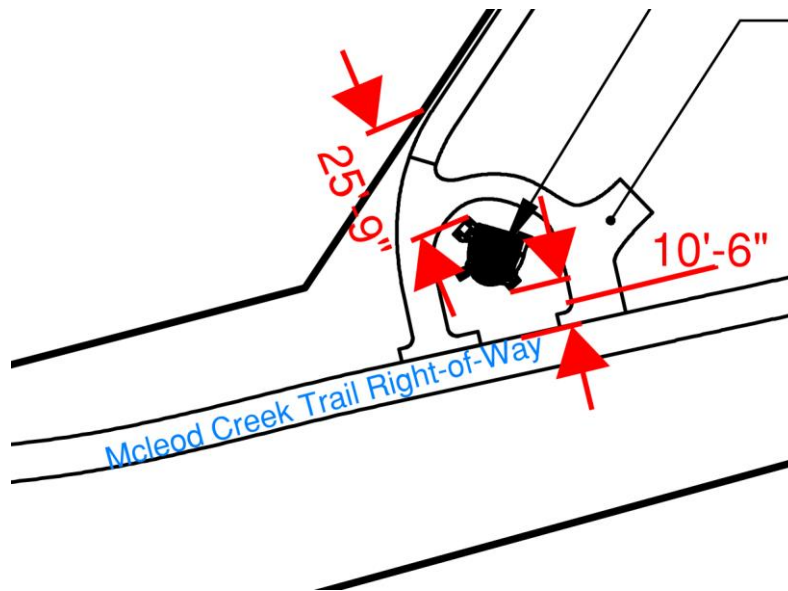


Figure 4: Ancillary Shade Structure Setbacks

LMC [§ 15-2.26-4](#) states that no Structure may be erected to a height greater than 28 feet from Existing Grade.

The proposed Ancillary Shade Structure is 13 feet three inches in height.

(II) The proposed Ancillary Shade Structure complies with the SLO requirements in LMC Chapter 15-2.21.

The 2009 CUP for Creekside Park complied with the SLO requirements. The 2009 CUP Staff Report provides analysis on the SLO for Creekside Park. See Exhibit E, pg. 7-9.

The Site is on a flat Slope, not located near any designated ridgelines, will not be visible from any designated vantage points, and will not impact any wildlife habitat.

LMC [§ 15-2.21-6\(F\)\(1\)](#) requires a 50-foot Setback from all Stream Corridors. The proposed Ancillary Shade Structure is approximately 54 feet from McLeod Creek.



Figure 5: Distance from Proposed Ancillary Shade Structure to McLeod Creek, Created by Staff

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

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

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

CUP Review Criteria	Analysis of Proposal
Size and location of the Site	Complies: The proposed Ancillary Shade Structure is in a convenient location for users of McLeod Creek Trail and Creekside Park.

Traffic considerations including capacity of the existing Streets in the Area	Complies: The proposed Ancillary Shade Structure will not increase the traffic capacity on nearby streets. The Ancillary Shade Structure will be used by users of Creekside Park and the McLeod Creek Trail.
Utility capacity, including Storm Water run-off	Complies: The Development Review Committee reviewed the proposal on June 17, 2025 and confirmed the proposal conforms to their requirements.
Emergency vehicle Access	Complies: The Development Review Committee reviewed the proposal on June 17, 2025 and confirmed the proposal conforms to all emergency vehicle access requirements.
Location and amount of off-Street parking	Complies: The proposed Ancillary Shade Structure will not increase the parking demand for Creekside Park. It will attract bicyclists and pedestrians using the McLeod Creek Trail.
Internal vehicular and pedestrian circulation system	Not Applicable: The proposed Ancillary Shade Structure will not affect the internal vehicular or pedestrian circulation system for Creekside Park.
Fencing, Screening, and landscaping to separate the Use from adjoining Uses	Not Applicable: No fencing, screening, or landscaping is proposed with this ACUP. No Significant Vegetation will be impacted by the proposed Structure.
Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots	Complies: The proposed Structure is 204 square feet, adjacent to the McLeod Creek Trail.
Useable Open Space	Complies: The proposed Structure will not decrease the Open Space for Creekside Park.

Signs and Lighting	Not Applicable: No signs or exterior lighting are proposed with this ACUP.
Physical Design and Compatibility with Surrounding Structures	Complies: The proposed Ancillary Shade Structure was commissioned and the design approved by Park City Municipal Corporation (Exhibit D). The Structure is made of weathered steel and is approximately 13 feet three inches tall.
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	Not Applicable: There will not be any noise, vibration, odors, or steam associated with the proposed Use.
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	Complies: There are no changes proposed to the trash and recycling areas or loading and unloading zones.
Expected Ownership and Management	Complies: The proposed Ancillary Shade Structure was commissioned by Park City Municipal Corporation (PCMC) and will be installed on property owned by PCMC.
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	Complies: See SLO analysis Section II above. There are no physical mine hazards or waste on the Site, and the park is outside the Soils Ordinance boundary.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	Complies: The Park Meadows Neighborhood Section of the General Plan encourages community amenities that are located close to residential neighborhoods to meet the daily needs of full-time residents (General Plan p. 159).

(IV) The Development Review Committee reviewed the proposal on June 17, 2025 and requires a Condition of Approval:²

The Engineering Department requires the Applicant to submit a Floodplain Development Permit for consideration and approval prior to building permit issuance.

Department Review

The Planning Department and Executive 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 June 16, 2025. Staff mailed courtesy notice to adjacent property owners on June 16, 2025.³

Public Input

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

Alternatives

The Planning Director may:

- Approve the ACUP for an Ancillary Shade Structure at Creekside Park.
- Deny the ACUP and direct staff to make Findings for the denial.
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Draft Final Action Letter
B: 2009 CUP Final Action Letter
C: 2016 Water Treatment Plant CUP
D: Professional Services Agreement
E: 2009 CUP Staff Report
F: Proposed Plans

² 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 Enbridge Gas, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

³ LMC [§ 15-1-21](#)



Planning Department

June 26, 2025

Mark Rane

CC: Park City Municipal Corporation

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 2392 Holiday Ranch Loop Road

Zoning District: Urban Park

Application: Administrative Conditional Use Permit

Project Number: PL-25-06549

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: June 26, 2025

Project Summary: The Applicant proposes to construct a 204-square-foot Ancillary Shade Structure at Creekside Park.

Action Taken

On June 26, 2025, the Planning Director conducted a public hearing and approved the 204-square-foot Ancillary Shade Structure according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant proposes to construct a 204-square-foot Ancillary Shade Structure made of weathered steel over the existing picnic area at Creekside Park. Creekside Park is in the Urban Park Zoning (UPZ) District and Sensitive Land Overlay (SLO).
2. On April 3, 2007, the Creekside Subdivision was recorded (Recorder Entry No. 809048), creating a two-Lot Subdivision for Creekside Park and Park City Fire District Station 31.



Planning Department

3. On April 8, 2009, the Planning Commission approved a Conditional Use Permit (CUP) for Creekside Park, including a dirt jump park, shade structures, playgrounds, restrooms, and walkways.
4. On July 13, 2016, the Planning Commission approved a CUP for a 2,652-square-foot water treatment facility at Creekside Park.
5. On April 2, 2025, Escalante Creative, LLC (Mark Rane, Applicant representative) and Park City Municipal Corporation entered into a professional services agreement for the proposed Ancillary Shade Structure.
6. The proposed Ancillary Shade Structure complies with the UPZ requirements in LMC Chapter 15-2.26.
 - a. The purpose of the Urban Park Zoning (UPZ) District is to:
 - i. Promote the preservation of Historic Buildings, Structures, Sites, or Objects;
 - ii. Preserve the vegetation and habitat of natural Areas;
 - iii. Provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails;
 - iv. Establish and preserve districts for land Uses requiring substantial Areas of Open Space covered with vegetation that are substantially free from Accessory Buildings, Streets, and Parking Lots;
 - v. Permit recreational Uses and preserve recreation land;
 - vi. Encourage parks, golf courses, trails, and other compatible public or private recreational Uses, and preserve and enhance park amenities; and
 - vii. Encourage sustainability, conservation, and renewable energy.
 - b. The proposed Ancillary Shade Structure complies with the purposes of the UPZ in that it enhances the existing park amenities at Creekside Park.
 - c. LMC § 15-2.26-3 requires all Structures be no less than 25 feet from the boundary line of the Lot, district, or public Right-of-Way.
 - d. LMC § 15-2.26-3(A) lists Ancillary Structure as an exception to the Setback requirement.
 - e. LMC § 15-5-1 defines Ancillary Structure as a one-story, attached or detached Structure, 250 square feet in Area or smaller, that is subordinate to and located on the same Lot as the principal Use, and includes Structures such as sheds, green houses, play equipment, utility Buildings, and similar Structures that may or may not require a Building Permit.



Planning Department

- f. The proposed Ancillary Shade Structure is 25 feet nine inches from the north Lot Line, 10 feet six inches from the McLeod Creek Trail Right-of-Way, and greater than 300 feet from the west and east Lot Lines.
 - g. LMC § 15-2.26-4 states that no Structure may be erected to a height greater than 28 feet from Existing Grade.
 - h. The proposed Ancillary Shade Structure is 13 feet three inches in height.
- 7. The proposed Ancillary Shade Structure complies with the SLO requirements in LMC Chapter 15-2.21.
 - a. The 2009 CUP for Creekside Park complied with the SLO requirements. The 2009 CUP Staff Report provides analysis on the SLO for Creekside Park.
 - b. The Site is on a flat Slope, not located near any designated ridgelines, will not be visible from any designated vantage points, and will not impact any wildlife habitat.
 - c. LMC § 15-2.21-6(F)(1) requires a 50-foot Setback from all Stream Corridors.
 - d. The proposed Ancillary Shade Structure is approximately 54 feet from McLeod Creek.
- 8. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC Section 15-1-10(E).
 - a. Size and location of the Site.
 - i. The proposed Ancillary Shade Structure is in a convenient location for users of the McLeod Creek multi-use pathway and Creekside Park.
 - b. Traffic considerations including capacity of the existing Streets in the Area.
 - i. The proposed Ancillary Shade Structure will not increase the traffic capacity on nearby streets. The Ancillary Shade Structure will be used by users of the park and the McLeod Creek multi-use pathway.
 - c. Utility capacity, including Storm Water run-off.
 - i. The Development Review Committee reviewed the proposal on June 17, 2025 and confirmed the proposal conforms to all their requirements.
 - d. Emergency vehicle access.



Planning Department

- i. The Development Review Committee reviewed the proposal on June 17, 2025 and confirmed the proposal conforms to all emergency vehicle access requirements.
- e. Location and amount of off-Street parking.
 - i. The proposed Ancillary Shade Structure will not increase the parking demand for Creekside Park. It will attract bicyclists and pedestrians using the McLeod Creek Trail.
- f. Internal vehicular and pedestrian circulation system.
 - i. The proposed Ancillary Shade Structure will not affect the internal vehicular or pedestrian circulation system for Creekside Park.
- g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.
 - i. No fencing, screening, or landscaping is proposed with this ACUP. No Significant Vegetation will be impacted by the proposed Structure.
- h. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.
 - i. The proposed Structure is 204 square feet, adjacent to the McLeod Creek Trail.
- i. Useable Open Space.
 - i. The proposed Structure will not decrease the Open Space for Creekside Park.
- j. Signs and Lighting.
 - i. No signs or exterior lighting are proposed with this ACUP.
- k. Physical Design and Compatibility with Surrounding Structures.
 - i. The proposed Ancillary Shade Structure was commissioned and the design approved by Park City Municipal Corporation. The Structure is made of weathered steel and is approximately 13 feet three inches tall.
- l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors.
 - i. There will not be any noise, vibration, odors, or steam associated with the proposed Use.
- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas.
 - i. There are no changes proposed to the trash and recycling areas or loading and unloading zones.



Planning Department

- n. Expected Ownership and Management.
 - i. The proposed Ancillary Shade Structure was commissioned by Park City Municipal Corporation (PCMC) and will be installed on property owned by PCMC.
 - o. Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site.
 - i. See SLO analysis above. There are no physical mine hazards or waste on the Site, and the park is outside the Soils Ordinance boundary.
 - p. Reviewed for Consistency with the Goals and Objectives of the Park City General Plan.
 - i. The Park Meadows Neighborhood Section of the General Plan encourages community amenities that are located close to residential neighborhoods to meet the daily needs of full-time residents (General Plan p. 159).
9. The Development Review Committee reviewed the proposal on June 17, 2025 and confirmed the proposal conforms to their requirements.
10. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 16, 2025. Staff mailed courtesy notice to adjacent property owners on June 16, 2025.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements outlined in LMC Chapter 15-2.26 *Urban Park Zoning District*, Chapter 15-2.21 *Sensitive Land Overlay*, and Section 15-1-10(E) *Conditional Use Permits*.
2. The Use will be compatible with surrounding Structures in use, scale, mass, and circulation.
3. The effects of any difference in use or scale have been mitigated through careful planning.

Conditions of Approval

1. Any changes, modifications, or deviations from the approved plans that have not been approved in advance by the Planning Department may result in a stop work order.



Planning Department

2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. The Applicant shall submit a Floodplain Development Permit for consideration and approval prior to building permit issuance.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org.

Sincerely,

Rebecca Ward
Planning Director

CC: Virgil Lund



PLANNING DEPARTMENT

**THE PLANNING COMMISSION
PARK CITY, SUMMIT COUNTY, UTAH**

RE: CONDITIONAL USE PERMIT FOR PUBLIC RECREATION FACILITY

The Planning Commission of Park City, Utah met on Wednesday, April 8, 2009 for a regularly scheduled and duly noticed meeting. After determining that a quorum was present, the Commission conducted its scheduled business. Among the items heard by the Commission were 2393 Holiday Ranch Loop – Creekside Park Conditional Use Permit application.

NOTICE OF PLANNING COMMISSION ACTION:

Project Address: 2393 Holiday Ranch Loop Road
Type of Hearing: Conditional Use Permit - Public Recreation Facility (ROS Zone)
Hearing Date: April 8, 2009

Commission Action: **APPROVED** the request pursuant to the findings of fact, conclusions of law and conditions of approval as written below.

Findings of Fact

1. The subject property is at 2393 Holiday Ranch Loop Drive, Park City, Utah.
2. The subject property is Lot 2 of the Creekside subdivision and 6.71 acres.
3. The property is located in the Recreation Open Space (ROS) zone. The site is within the Sensitive Lands Overlay (SLO) as identified by the Land Management Code (LMC).
4. A Public Recreation Facility is permitted under a Conditional Use Permit within the ROS zone.
5. The Conditional Use Permit for the temporary dirt bike jump park was originally granted by the Planning Commission on May 25, 2005.
6. The Conditional Use Permit extension for the temporary dirt bike jump park granted on May 9, 2007 expired on May 31, 2008.
7. The park infrastructure, bike jump facility and the associated parking is located a minimum of 50 feet from a very steep slope (40% or more).
8. Proposed facilities will have 20 foot setbacks from wetland irrigation ditches.
9. An Army Corps of Engineers permit has been issued for wetland mitigation impacts.
10. The park will be closed from dusk to 8 a.m. Restroom facilities and dirt bike jump park gate will be locked during that time.
11. Eight (8) hard surfaced parking spaces will be provided, one of which to be an ADA accessible stall.
12. The park amenities include restroom facilities, shade structure, multi-aged playground areas, sledding hill, dirt bike jump park and walkways.

Conclusions of Law

1. The application satisfies all Conditional Use Permit review criteria for a Public Recreation Facility and a Parking Area as established by the LMC's Conditional Use Review process [Section 15-1-10 (E) (1-15)] and the SLO criteria for setbacks from Wetlands and Stream Corridors [Section 15-2.21-11(F)];
2. The Applicant complies with all requirements of this LMC;
3. The Use is consistent with the Park City General Plan, as amended; and
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All standard conditions of project approval shall apply to this project.
2. The temporary chain link fence surrounding the bike jump facility will be replaced with permanent black vinyl chain link fencing.
3. The dirt bike jump park facility will be closed between dusk and 8am daily, using a lock on the entrance gate to the facility. The entrance gate will be black vinyl chain link permanent fencing.
4. The City Parks Department will continue to mitigate dust by wetting down the dirt bike jump park as required.
5. The park, bike jump facility and associated parking area shall be located a minimum of 20 feet from any of the delineated irrigation ditches and associated wetlands, except for those areas which are piped. Current expired use sections of the dirt bike jump park will be modified to comply with the 20 foot setback.
6. The applicant is responsible for ensuring, through appropriate signs, that the bike jump facility will be for the exclusive use of non-motorized bicycles.
7. The applicant must coordinate all scheduled construction of the park with City Officials to ensure it will not limit use of the driveway to the adjacent fire station.
8. All signs associated with the park must comply with the City's Sign Code.
9. There is currently no exterior lighting proposed with the park. Any exterior lighting associated with the restroom facility and parking area will comply with the City's lighting code.
10. Applicant will coordinate the possible relocation of the sewer easement and manhole as necessary with Snyderville Basin Water Reclamation District prior to Certificate of Occupancy.
11. The shared access drive will be painted red curb and signed 'No Parking' on both sides of the shared access road.
12. Parking will be located a minimum of 20 feet from wetland irrigation ditches and evaluated after one year of use to determine if 8 parking stalls are appropriate for the volume of use.
13. Any programmed events at the park will need to provide a parking management plan the does not unduly affect the adjacent residential neighborhood.
14. No vegetation removal on the sledding hill will take place outside of creating the single track path that connects to the Boothill trail.
15. Permanent erosion control facilities will be added to the perimeter of dirt bike jump park to prevent excessive erosion and soil transportation along west edge of facility.
16. The existing chain link fencing along the west side of the McLeod Creek trail and chain link gate on Holiday Ranch Loop Road must be removed with the construction of the park.
17. No change to the area within the 100 foot protection zone around each well shall occur unless the Manager of the Park City Water Department has reviewed and approved as depicted on the 2-6-09 Creekside Park Master Plan.
18. Final Landscape Plan to be approved with building permit.
19. Park shall be posted "No Dogs allowed" in all areas east of access road.

20. This approval will expire on April 8, 2010, if a complete building permit submittal has not been received.
21. Modified 13-D fire sprinkler system will be required.

Any person who submitted written comment on a proposal, the owner of any property within three hundred feet (300') of the boundary of the subject site, or the owner of the subject property may appeal to the City Council any action pertaining to the approval. The petition must be filed in writing with the Planning Department within ten (10) calendar days of a Planning Commission decision.

Best Regards,

Kayla Sintz, AIA
City Planner



July 14, 2016

Park City Municipal Corporation
PO Box 1840
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-16-03198
<u>Address</u>	2392 Holiday Ranch Loop Road
<u>Description</u>	Conditional Use Permit for an Essential Municipal Public Utility Use, Facility, Service, and Structure greater than 600 square feet.
<u>Action Taken</u>	Approved
<u>Date of Action</u>	July 13, 2016

On July 13, 2016 the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission Approved your application based on the following:

Findings of Fact:

1. Applicant requests the conditional use of an Essential Municipal Public Utility Use greater than 600 square feet to be used for the operations and storage of the Park Meadows and the Divide wells.
2. The property is located at 2392 Holiday Ranch Loop Drive but relocated would become 2392 Creek Drive.
3. The property is located within the Recreation and Open Space (ROS) District and the proposed use requires a Conditional Use Permit.
4. The property is located within the Sensitive Land Overlay Zone and is 125 feet away from the delineated wetlands within the parcel.
5. The lot is described as Parcel #CRKSD-2-X, Lot 2 of the Creekside Subdivision approved in March 2007 in the Park Meadows neighborhood.
6. The 6.71 acre parcel holds the Park Meadows well and the Divide well, along with recreational areas and is across the private street from the Park City Fire District firehouse.
7. The size of the proposed structure is 2,652 square feet.
8. The property is within the Sensitive Lands Overlay. The existing landscape is

comprised of low shrub vegetation growth and minimal significant vegetation that will need to be replaced in kind.

9. The topography begins to climb a small hill towards the south/east end of the lot.
10. This building will not impact the wetlands. Prior to disturbance of the land the applicant will be required to submit a letter from the Army Corp approving the structure with building plans.
11. Access to the new well house will be from the private drive, Creek Drive accessed off Holiday Ranch Loop Road. This is a private drive that allows public use because it is on City Property.
12. The neighborhood is characterized by a mix of public parks, the Park City Fire District firehouse, and single-family dwellings.
13. The proposed structure complies with all setbacks. The minimum setbacks from all boundary lines of the lot are twenty five feet (25'). The proposed filtration building is 30 feet away from the closest lot line. According to the Building Department there are no requirements for setbacks between structures.
14. The minimum setbacks from all sensitive lands are fifty feet (50'). The proposed well house is 125 feet away from the closest wetland area.
15. The proposed structure complies with the twenty-eight feet (28') maximum building height requirement measured from existing grade. The proposed structure will be a maximum of nineteen point five feet (19.5') in height.
16. The proposed well filtration building is compatible with the surrounding structures. The well house uses the same materials as the surrounding structures and is generally similar in size to most of the adjacent buildings.
17. The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography. There is minimal significant vegetation existing on the lot which will be required to be replaced in kind.
18. Lighting is proposed in one exterior area. The lighting on the entry door with a motion sensor which will be down lit and shielded.
19. The findings in the Analysis section of this report are incorporated herein.
20. The building size consists of 2,652 square feet.
21. The applicant will be required to submit a *Permit Application and Mitigation Plan for Wetland Impacts* prior to a building permit issuance, to comply with US Army Corps of Engineers Nationwide Permit requirements.
22. The applicant stipulates to the conditions of approval.

Conclusions of Law

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.7-2(C)(14).
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass, and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approvals

1. All Standard Project Conditions shall apply.
2. Construction waste should be diverted from the landfill and recycled when possible.
3. The project will be reviewed by the Park City Fire District and require approval during the building permit process.
4. Prior to building permit issuance, wetland delineation is required by a certified delineator and approved by the US Army Corps of Engineers. During construction, the edge of the wetlands shall be lined with silt fence so the contractor does not impact the wetlands.
5. Any development shall adhere to all requirements of the Sensitive Lands Overlay Zone.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5065 or Makena.hawley@parkcity.org.

Sincerely,

A handwritten signature in dark ink, reading "Makena Hawley". The signature is written in a cursive, flowing style.

Makena Hawley
City Planner

CONTRACT# 25125

PROFESSIONAL SERVICES AGREEMENT – COMMISSIONED ARTWORK

This Professional Services Agreement – Commissioned Artwork (“**Agreement**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”), and ESCALANTE CREATIVE, LLC, a Utah limited liability company (the “**Service Provider**”).

PCMC and Service Provider want to enter into an agreement for the Service Provider to create a unique and original work of art, as further defined in **Schedule A** (the “**Work**”). PCMC wants to purchase all rights to the Work and Service Provider is agreeable to the purchase.

The parties therefore agree as follows:

ARTICLE 1 – SCOPE OF SERVICES.

- A. Scope of Services. Service Provider shall timely perform the services and tasks identified and designated as Service Provider responsibilities throughout this Agreement and as outlined in **Schedule A** attached to this Agreement (“**Scope of Services**”).
- B. Final Acceptance. Service Provider shall remedy, at Service Provider’s sole expense, any unsafe conditions created by the Work, as reasonably determined by PCMC based on its review of the Work, its location, and surroundings, prior to final acceptance of the Work by PCMC (“**Final Acceptance**”).
- C. Service Provider Representative. Service Provider designates **Mark Rane** as the authorized representative vested with the authority to act on behalf of the Service Provider. Service Provider may change its designated representative by providing written notice to PCMC.
- D. PCMC Representative. PCMC designates **Stephanie Valdez** or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 2 – TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party’s signature. Service Provider shall deliver the completed Work to PCMC no later than **8/30/2025**. The term of this Agreement ends upon PCMC’s Final Acceptance of the completed Work and delivery of the Bill of Sale, but in no event shall the term extend beyond midnight on **11/30/2025** unless terminated sooner or extended as provided in this Agreement.

ARTICLE 3 – COMPENSATION, INVOICING, AND PAYMENT.

- A. Compensation. For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed **\$60,000.00**.
- B. Additional Work. Any work performed beyond the defined Scope of Services requires a written request from PCMC. Compensation for such additional work shall adhere to the terms outlined in **Schedule B**, if attached. In the absence of a **Schedule B**, any compensation for extra work shall be determined based on a mutually agreed-upon written agreement between both parties.
- C. Invoicing and Payment. Payment for services provided hereunder shall be made as follows: 50% of the total fee shall be paid upon execution of this Agreement and the remaining 50% of the total fee upon delivery and Final Acceptance of the Work by PCMC.
- D. Bill of Sale. Upon receipt of final payment, Service Provider shall deliver a **Bill of Sale** to PCMC for the Work in the form attached as Exhibit 1. The executed **Bill of Sale** shall be included and attached to the form Exhibit 1 to this Agreement.

ARTICLE 4 – SERVICE STANDARDS AND COMPLIANCE WITH LAWS.

- A. Service Standards. Service Provider shall be responsible for the quality of all services performed by its employees, agents, subcontractors, and all other persons (collectively, “**Subcontractors**”) performing any services under this Agreement. All services shall be performed in accordance with the best professional judgment and skill in conformity with the standard of care, diligence, and skill typically exercised by professionals within the Service Provider’s field. The Work shall be fit and suitable for the purposes intended by PCMC, which shall be determined by PCMC at the time of review and prior to Final Acceptance.
- B. Conformance to Laws. In providing services under this Agreement, Service Provider and its Subcontractors shall comply with all applicable federal, state, PCMC, and other local laws, regulations, and ordinances, including applicable licensure and permit requirements, regulations for certification, operation of facilities, and accreditation, employment laws, and any other standards or criteria described in this Agreement.
- C. E-Verify. Service Provider shall register and participate in E-Verify or an equivalent program for each employee employed within the state of Utah if this Agreement is entered into for the physical performance of services within Utah, unless exempted by Utah Code § 63G-12-302. Service Provider shall require that each of its Subcontractors, at every tier, certify under penalty of perjury that each Subcontractor has registered and is participating in E-Verify or an equivalent program, to the extent applicable.

ARTICLE 5 – RECORDS AND INSPECTIONS.

- A. Records. Service Provider shall keep any records, documents, invoices, reports, data, information, and all other material regarding matters covered, directly or indirectly, by this Agreement for six years after expiration of this Agreement. This includes everything necessary to properly reflect all expenses related to this Agreement and records of accounting practices necessary to assure proper accounting of all expenses under this Agreement.
- B. Inspection of Records. Service Provider shall make all of the records referenced in this section available for inspection to PCMC, its authorized representatives, the State Auditor, and other government officials authorized to monitor this Agreement by law. Service Provider must permit PCMC or its authorized representative to audit and inspect any data or other information relating to this Agreement. PCMC reserves the right to initiate an audit of the Service Provider's activities concerning this Agreement, at the expense of PCMC, utilizing an auditor selected by PCMC.
- C. Government Records Access and Management Act. PCMC is subject to the requirements of the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”). All materials submitted by Service Provider related to this Agreement are subject to disclosure unless the materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims an exemption from disclosure based on business confidentiality as provided in Utah Code § 63G-2-309 (or successor provision) must be marked as “Confidential” and accompanied at the time of submission by a statement from Service Provider explaining the basis for the claim. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. PCMC will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against PCMC related to disclosure of any materials pursuant to GRAMA.

ARTICLE 6 – RELATIONSHIP OF PARTIES.

- A. Independent Contractor. The parties intend that Service Provider is an independent contractor and not an employee of PCMC. Except as specifically provided in this Agreement, the parties intend that Service Provider has no authority to act on behalf of PCMC.
- B. Subcontractor Relationship. The Service Provider shall have full control and authority over performance and activities of its Subcontractors throughout the execution of this Agreement. It is the sole responsibility of Service Provider to ensure that its Subcontractors adhere to the terms and conditions outlined in this Agreement.

Furthermore, Service Provider shall bear full responsibility for any actions or omissions of its Subcontractors.

- C. Treatment of Assets. PCMC will become the owner of all deliverables, work product, and other materials specifically created by the Service Provider and its Subcontractors under this Agreement.

ARTICLE 7 – INDEMNIFICATION.

- A. Definitions. In this Agreement, the following definitions apply:

- (1) **“Indemnifiable Losses”** means the aggregate of Losses and Litigation Expenses.
- (2) **“Litigation Expense”** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- (3) **“Loss”** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) **“Proceeding”** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Service Provider or its Subcontractors or subconsultants of any tier, or anyone acting under Service Provider’s direction or control, including after the expiration or termination of this Agreement.

- B. Indemnification. Service Provider shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.

- C. Obligation to Defend. Service Provider shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Service Provider is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.

- D. Tender. Service Provider’s obligation to defend will arise upon PCMC’s tender of defense to Service Provider in writing. If PCMC fails to timely notify Service Provider of a Proceeding, Service Provider will be relieved of its indemnification obligations to the extent that Service Provider was prejudiced by that failure. Upon receipt of PCMC’s tender of defense, if Service Provider does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents,

employees, and officers, then Service Provider shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

- E. Legal Counsel. To assume the defense, Service Provider must notify PCMC of their intent to do so. Promptly thereafter, Service Provider shall retain independent legal counsel that is reasonably acceptable to PCMC.
- F. Settlement. After Service Provider assumes the defense of a Proceeding, Service Provider may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Service Provider, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.
- G. Waiver. Service Provider expressly agrees that the indemnification provision herein constitutes the Service Provider's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to PCMC by reason of entering into this Agreement except as expressly provided herein.
- H. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Service Provider or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- I. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.
- J. Environmental Indemnity. Service Provider shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Service Provider's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

ARTICLE 8 – INSURANCE.

At its own cost and expense, Service Provider shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Service Provider, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for

such longer period of time as set forth below. Prior to commencing any work, Service Provider shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- A. Commercial General Liability Insurance. Service Provider shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Service Provider must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).
- B. Automobile Liability Coverage. Service Provider shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Workers' Compensation Insurance and Employer's Liability. Service Provider shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Service Provider, its employees, agents, and Subcontractors.
- D. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- E. Insured Parties. Each policy and all renewals or replacements, except those policies for Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis

with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Service Provider.

- F. Waiver of Subrogation. Service Provider waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Service Provider shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Service Provider, its employees, agents, and Subcontractors.
- G. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.
- H. Cancellation. Should any of Service Provider's required insurance policies under this Agreement be cancelled before the termination or completion of the Scope of Services under this Agreement, Service Provider must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Service Provider must provide within 10 days certified copies of any required policies during the term of this Agreement.
- I. Additional Coverage. Notwithstanding anything to the contrary, if Service Provider has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Service Provider's insurance policies.
- J. No representation. In specifying minimum Service Providers insurance requirements, PCMC does not represent that such insurance is adequate to protect Service Provider from loss, damage or liability arising from its work. Service Provider is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 9 – TREATMENT OF ASSETS.

- A. Ownership. All rights and title to the Work, including without limitation, the original Work and any reproductions or derivative works, shall pass to PCMC upon the payment of compensation due under this Agreement. Service Provider hereby irrevocably assigns,

conveys, and otherwise transfers to PCMC, and its respective successors and assigns, title to the Work and all proprietary rights thereto.

- B. Display. PCMC shall have the right to display the Work at a location and time as determined by PCMC in its sole discretion, or relocate or remove the Work from display for any reason.

- C. Duplication of Work.

(i) Service Provider hereby irrevocably assigns, conveys, and otherwise transfers to PCMC and its respective successors and assigns title to the Work and all copyright, intellectual property, and other proprietary rights thereto. Service Provider waives any and all claims that might arise from any application of the Visual Artist's Rights Amendments to the Copyright Law of the United States, 15 U.S.C. § 106A ("**VARA**"). The rights provided herein are in lieu of any rights the Service Provider may have under VARA.

(ii) In view of the intention that the Work shall be unique, Service Provider shall not make any additional exact duplication or reproductions of the Work, nor any derivative works of the Work, nor shall Service Provider grant permission to others to do so except with the written permission of PCMC; provided however, that the Service Provider may use depictions of the Work in personal promotional materials such as portfolios or resumes, and techniques and design elements from the Work in creation of other works of art.

(iii) Notwithstanding the transfer to PCMC of all rights, title and interest to the Work, Service Provider grants to PCMC and its assigns an irrevocable license to make two and/or three-dimensional reproductions of the Work, or any portion thereof, for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in an attractive and professional manner. Wherever practicable, PCMC shall make reasonable efforts to include Service Provider's name in any such advertisement, brochure, media publicity, catalog, or other similar publication in which the Work appears and to notify the Service Provider of its efforts.

(iv) Service Provider grants to PCMC the right to use Service Provider's name, biography, photograph or likeness in connection with the Work in any manner and in any media, provided that the use is for a non-commercial purpose.

- D. Repair or Restoration. Where, in the opinion of PCMC or Service Provider, repairs and/or restoration of the Work are required for which Service Provider is not responsible pursuant to the terms of this Agreement, PCMC shall, when reasonably practicable, give Service Provider the opportunity to accomplish such repairs and/or

restoration. Nothing herein shall obligate PCMC to make such repairs and/or restoration nor to contract with Service Provider to accomplish such repairs and/or restoration.

- E. Modification. To the extent the Work involves additional or modified design elements that are incorporated by PCMC in the Work, or the Work requires elimination or modification of any design elements, PCMC may implement such design modifications into the Work, provided that PCMC shall make good faith efforts to consult Service Provider regarding modifications to the design. Service Provider retains the right to disclaim authorship and attribution of the Work if it has been altered without their involvement and agreement.
- F. Independent Sale. If in the future PCMC wishes to sell the Work separate and apart from any real property to which the Work may be integrated or affixed, PCMC will use reasonable efforts to provide the Service Provider with an opportunity to purchase the Work from PCMC. However, no liability shall attach to PCMC by virtue of this section. Service Provider agrees to keep PCMC notified in writing of changes in Service Provider's address, and failure to do so shall be deemed a waiver of Service Provider's right of first refusal to purchase the Work.
- G. Warranty. If, within one year after Final Acceptance of the Work by PCMC, the Work or any component or material thereof is found to be defective or to fail to conform to the Scope of Work, Service Provider shall correct it promptly after receipt of a written request from PCMC. This obligation shall survive Final Acceptance of the Work under this Agreement and termination of this Agreement. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to any other obligation which Service Provider might have under this Agreement.

ARTICLE 10 – SERVICE PROVIDER'S RIGHTS.

- A. Attribution. PCMC shall provide and install, at PCMC's expense, a plaque on or near the Work, containing a credit to Service Provider and identifying the title of the Work. If requested by Service Provider, the plaque shall also identify the fabricator of the Work. If the plaque is to be placed on the Work or on a pedestal holding the Work, placement should be made in consultation with Service Provider.
- B. Maintenance. PCMC agrees to use best efforts to implement Service Provider's suggested maintenance plan to protect the Work from modifications resulting from the passage of time or the inherent nature of the materials used to create the Work.

- C. Right to Disclaim. PCMC agrees to allow Service Provider to elect to disclaim authorship and attribution of the Work by providing notice to PCMC. Service Provider may also request removal of any attribution on or near the Work.

ARTICLE 11 – NONDISCRIMINATION.

Service Provider shall not discriminate against any employee or applicant for employment because of race; ethnicity; color; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; or military status.

- A. Policy. Service Provider shall implement an employment nondiscrimination policy, if Service Provider does not already have such a policy, to effectuate the prohibition in this section.
- B. Subcontractor Flow-Through. Service Provider shall incorporate the foregoing non-discrimination provisions in all subcontracts or assignments under this Agreement and take action as required to ensure full compliance with the provisions of this non-discrimination policy.

ARTICLE 12 – ASSIGNMENT/SUBCONTRACTING.

- A. Assignment. Service Provider shall not assign any portion of its performance under this Agreement without PCMC's written consent. Consent must be sought in writing by the Service Provider not less than 30 days before the date of any proposed assignment. PCMC reserves the right to reject assignment without cause. Any purported transfer in violation of this section will be void.
- B. Subcontracting. Service Provider shall obtain advance written consent from PCMC for any Subcontractor not identified in the Scope of Services.

ARTICLE 13 – TERMINATION.

- A. Convenience. Either party may terminate this Agreement for any reason or no reason by giving the other party at least 30 days' prior written notice. This Agreement will terminate at midnight at the end of the 30th day after that notice is effective. If, at the time of termination, the Work has not been delivered, any rights in the Work shall revert to the Service Provider.
- B. For Cause. If Service Provider fails to comply with any provision of this Agreement and fails to correct noncompliance within three days of having received written notice, PCMC may immediately terminate this Agreement for cause by providing a notice of termination to Service Provider.

- C. Payment for Termination. In the event of termination, PCMC shall pay Service Provider according to the payment schedule, on an actual work basis, or terms in the Basic Services, in City's discretion. Service Provider shall furnish a complete accounting of all services performed through the date of termination, less any sums already received by Service Provider as of the date of termination. PCMC will consider this accounting in determining payment due, less any appropriate damages as PCMC may determine. Service Provider acknowledges that such compensation as determined by PCMC shall be full and complete compensation and no additional compensation or damages shall be due or provided.

ARTICLE 14 – NOTICES.

- A. Notice Addresses. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice delivered in accordance with this section.

To PCMC: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Attn: City Attorney's Office
PCMC_Notices@parkcity.org

With a copy to:

- PCMC's Representative pursuant to Article 1.C.
- PCMC's City Recorder at
michelle.kellogg@parkcity.org.

To Service Provider: Mark Rane
Escalante Creative, LLC
926 Escalante Dr.
St. George, UT 84790
mark.rane@gmail.com

- B. Delivery. A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply.

- C. Refusal or Inability to Deliver. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.
- D. Time of Delivery. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

ARTICLE 15 – REPRESENTATIONS AND WARRANTIES.

Service Provider represents and warrants to PCMC that:

- A. Materials and Workmanship. The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by **Schedule A** attached hereto, the project will be free from defects and faults in material and workmanship and the project will conform to the requirements of **Schedule A**.
- B. Intellectual Property. Neither the Work, its components, or any other element of the Work infringe or violate any copyright or other intellectual property right.
- C. Title. Title to the Work, including all incorporated materials and components, will pass to PCMC upon receipt of final payment by Service Provider free and clear of all liens, claims, security interests or encumbrances.
- D. No Finders Fees. All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against PCMC for a finder's fee, brokerage commission, or other like payment.
- E. Licensing. Service Provider and if applicable any subcontractors shall possess and maintain in good standing throughout the term of this Agreement all licensing/certification necessary to perform all services provided for in this Agreement, including but not limited to applicable contractors, architectural, and engineering licenses/certification.
- F. Original Creation. Service Provider represents and warrants that: (a) the Work is the original creation of the Service Provider; (b) the Work is unique and an edition of one; (c) no identical, substantially similar, or derivative Work will be created by the Service Provider, except as permitted by this Agreement; the Work does not infringe upon any copyright, trademark, or any other property or personal right; (e) the Work is free and clear of liens or encumbrances from any source whatsoever; and (f) Service Provider knows of no adverse claims to the Work.

- G. Safety. Service Provider agrees to take all necessary safety precautions and comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to itself and its employees, agents or sub-providers and to protect other persons on, about or adjacent to the premises where Service Provider's work is being performed from any accidents or injuries caused by Service Provider, its agents or sub-providers. This safety requirement shall not relieve any contractor performing work on the Work from complying with the safety requirements of its contract, nor shall it make Service Provider responsible for the contractor's compliance with the safety requirements. PCMC may stop Service Provider's work if safety laws or safe work practices are not being observed.

ARTICLE 16 – RISK OF LOSS.

Service Provider shall bear all risk of loss or damage to the Work prior to PCMC's Final Acceptance of the Work. The risk of loss or damage to the Work shall pass to PCMC upon PCMC's Final Acceptance of Work. If prior to PCMC's Final Acceptance of the Work any part thereof is lost, damaged, or destroyed, and such loss, damage, or destruction is not caused by PCMC or PCMC's agent, the Service Provider shall be responsible to reconstruct or remake such Work without any additional compensation from PCMC.

ARTICLE 17 - RIGHT TO INSPECT WORK IN PROGRESS.

- A. Service Provider shall provide PCMC access to the Work during performance of the Scope of Services wherever located. If PCMC considers it necessary or advisable for the implementation of the intent of this Agreement, PCMC will have authority to inspect the Work and to require special inspection or testing of the Work or its components to ascertain whether it is in accordance with the Scope of Services attached as **Schedule A**. If such inspection reveals a failure of the Service Provider to comply with the requirements set forth in the Scope of Services, Service Provider shall bear all costs of the correction of the defective Work.
- B. Service Provider agrees to accommodate reasonable requests by PCMC for access to the Work during performance of the Scope of Services for the purpose of promoting the Work, provided that such access does not interfere with the progress and timing of Service Provider's Work.

ARTICLE 18 – MISCELLANEOUS PROVISIONS.

- A. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.
- B. Modification and Waiver. To be effective, any modification to this Agreement or to the Scope of Services must be in writing and signed by both parties. No waiver under this

Agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.

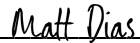
- C. Timely Performance. Service Provider shall complete the Scope of Services by any applicable deadline stated in this Agreement. Service Provider is liable for all reasonable damages to PCMC incurred as a result of Service Provider's failure to timely perform the Scope of Services required under this Agreement.
- D. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.
- E. Severability. The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, it would be consistent with the wishes of the parties for a court to interpret this Agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the Agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.
- F. No Non-Party Rights. Nothing in this Agreement is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.
- G. Force Majeure. For purposes of this Agreement, a Force Majeure Event means any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this Agreement, but a Force Majeure Event will not include any strike or labor unrest, an increase in prices, a change in general economic conditions, or a change of law. A party that is prevented by the occurrence of a Force Majeure Event from performing any one or more obligations under this Agreement will not be liable for any failure or delay in performing those obligations, on condition that the non-performing party uses reasonable efforts to perform. The non-performing party shall promptly notify the other party of the occurrence of a Force Majeure Event and its effect on performance. Thereafter, the nonperforming party shall update the other party as reasonably necessary regarding its performance. The nonperforming party shall use reasonable

efforts to limit damages to the other party and to complete its full performance under this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

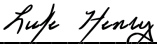
Date: 4/2/25

DocuSigned by:
By: 
Matt Dias
City Manager

Attest:

DocuSigned by:
 
City Recorder's Office

Approved as to form:

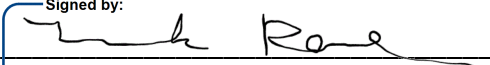
DocuSigned by:

City Attorney's Office

ESCALANTE CREATIVE, LLC, a Utah limited liability company

Tax ID #: 83-4246749

Date: 3/31/2025

By:

Signed by: 
Mark Rane An authorized signer

Planning Commission Staff Report



PLANNING DEPARTMENT

Author: Kayla S. Sintz, AIA
Subject: 2393 Holiday Ranch Loop Road - Creekside
Park (Public Recreation Facility)
Date: April 8, 2009
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission hold a public hearing and consider approving a Conditional Use Permit for the Creekside Park which incorporates the dirt bike jump facility and other permanent infrastructure and amenities according to the findings of fact, conclusions of law, and conditions of approval, herein.

Topic

Applicant:	Park City Municipal Corporation
Location:	2393 Holiday Ranch Loop Road – Creekside Park
Zoning:	Recreation Open Space (ROS) with Sensitive Lands Overlay (SLO)
Adjacent Land Uses:	Residential (Single Family and Medium Density), Fire Station
Reason for Review:	Public Recreation Facility and Parking Area with (5) or more stalls must be approved by the Planning Commission; previous dirt bike jump park Condition Use Permit extension has expired

Background

The subject property is also known as the old sewer treatment plant site located at 2393 Holiday Ranch Loop Road. A Public Recreation Facility was permitted by Conditional Use Permit (CUP) in the Recreation Open Space (ROS) District by the Planning Commission on May 25, 2005. The Conditional Use Permit allowed a temporary dirt bike jump park for non-motorized bicycles. Since 2005, the park was open for use from April 15th to October 15th, weather permitting. One condition set forth by the temporary Conditional Use Permit was the Planning Commission would review the CUP and assess any neighborhood impacts and compliance with all conditions of approval after one year. Planning staff did a one year review of the property on December 13, 2006. The bike park received a favorable review during the Planning Commission meeting by residents. A few concerns were voiced by the public regarding the effects of a permanent infrastructure, mainly the impact of lights on adjacent homes.

A Condition of Approval set within the Conditional Use Permit was “the use of the facility beyond May 31, 2007, will require the approval of a Conditional Use Permit for a permanent facility in full compliance with all provisions of the LMC.” The applicant

requested a one year extension of the temporary dirt bike jump park in 2007. This extension expired on May 31, 2008. The temporary park continued use until fall 2008.

This application is for a new park, identified as Creekside Park, which now incorporates the dirt bike jump park, as well as permanent hard-surfaced parking, wellhead protection zone considerations, restroom facilities, shade/picnic structure, play equipment, playground areas and associated interpretive walkways.

A Plat Amendment took place in 2006 which created the Creekside Subdivision, a two lot subdivision. Lot 1 is the new Fire Station of 1.74 acres and Lot 2 is Creekside Park, 6.71 acres.

Analysis

This proposed use is compatible with the Recreation Open Space (ROS) district purpose statement (C) which encourages parks, golf courses, trails and other Compatible public or private recreational Uses.

The Land Management Code permits the conditional use of a public recreation facility such as the proposed park [Section 15-2.7-2(C)], subject to the following criteria:

1) **Size and location of the site.**

No Unmitigated Impacts: This site is 6.71 acres. The new park, playgrounds, walkways, restrooms, shade structure and parking will develop approximately 14,099 square feet or 0.32 acres of new development. The existing dirt bike jump park of 31,250 square feet will be incorporated, creating a total of 50,817 square feet. The new associated amenities respect the required 25 foot setback from the boundary line of the lot, district or public right-of-way, as required per the Land Management Code (LMC) Section 15-2.7-3. The setback of the dirt bike area is between 65 and 290 feet from the lot lines, and the setback is larger when considering the location of the facility relative to the public right-of-way.

2) **Traffic considerations including capacity of the existing Streets in the Area;**

No Unmitigated Impacts: The facility will not result in a significant increase to the traffic flow of the area based on this being designed as a neighborhood facility. The previous conditional use permit for the dirt bike jump park accommodated on-site parking for up to 4 cars. Review of the use of parking for the bike facility has indicated this is more than adequate, most likely due to the fact a high percentage of the users arrive to the site by bicycle and bus, thereby minimizing the traffic impacts of the use. With the increased and expanded proposed park amenities and connections to existing trail systems and connector roadways, staff is recommending an additional 4 more stalls be added to the parking area, increasing total parking to 8 stalls. See additional parking discussion in criteria 5.

3) **Utility capacity;**

No Unmitigated Impacts: The proposed use will require additional utility connections. Water is already connected to the site and will be used to minimize the presence of

dust that may arise from the bike jump activity, as well as support the restroom facility. Restroom connections will be reviewed at building permit stage. Snyderville Basin Water Reclamation District (SBWRD) identified the existing utility easement will have to be renegotiated to accommodate a sewer manhole and end of the line. The existing easement shows encroachment into the dirt bike jump park. A condition of approval will be added for this easement boundary and area change, as well as, modification of manhole height per SBWRD's standards and limitations for landscaping adjacent to manhole.

4) Emergency vehicle access:

No Unmitigated Impacts: With the fire station now in place immediately west, emergency vehicles will be able to access the site directly from the shared access drive. No parking will be allowed along either side of the access drive and a condition of approval has been added to state both sides of the access drive curb will be painted and signed 'no parking.' Ron Ivie, Park City Fire Marshall, also has given input and direction. Two snow storage areas have been identified to assist in keeping the access drive clear.

5) Location and amount of off Street parking:

No Unmitigated Impacts: A parking calculation of 4 spaces was interpreted for the previous conditional use permit for the dirt bike jump park. This is based on LMC section 15-3-6(B) which states that 'one parking space is required per 3 persons rated capacity' for a Public Recreation Use. This translates to 4 required parking spots for the bike facility, as there would be a maximum of 12 facility users at one time. At that time it was not anticipated that there will be a demand for parking in excess of what was provided on site. The Recreation Department has indicated the 4 provided stalls are rarely used at full capacity, as indicated above in Criteria 2. The new park amenities, particularly the playground areas and sledding hill, could generate additional overflow parking. Staff is recommending adding an additional 4 spaces to the 4 existing, for a total of 8 spaces on site (one of which will be an ADA accessible stall). The new parking is located 20 feet from the irrigated wetland ditch and new piped section as shown in per Army Corp permit. With the primary focus of this new facility being a 'neighborhood' park, it is anticipated a large number of users will be taking the free transit system or walking in on the trail system and not driving. Staff recommends a review of the parking use after one year of all amenities being functional to better analyze if any additional overflow or expanded parking will be necessary. Since the drive access leading from Holiday Ranch Loop back to the fire station and park will be striped and signed 'no parking' on either side, any future overflow parking will most likely have to occur on Holiday Ranch Loop Road's south side, with a modification of any parking restrictions on that road reviewed at a later date. There may be the possibility to expand and cluster 3 additional parking spaces on the park site; however, further impacts on wetlands will have to be carefully addressed as well as the City's goals regarding walk-ability and parking lot minimization. All parking areas will now be hard-surfaced per section 15-3 (B) of the LMC. The initial 4 stalls were not paved in the previous temporary dirt bike park

application. Any programmed events at the park will need to provide a parking management plan that does not unduly affect the adjacent residential neighborhood.

6) Internal vehicular and pedestrian circulation system:

No Unmitigated Impacts: The site is accessed from the platted private access road off Holiday Ranch Loop, and will be enhanced by the proposed 8 stall parking area. The facility will generate a larger amount of vehicle traffic than previous use due to expanded proposed amenities. Designed and intended as a neighborhood park, walkway connections are provided through the park north to south, connecting Holiday Ranch Loop Road to the facility, as well as east to west connections to the existing trail system, identified as the southern portion of the McLeod Creek trail. Vehicular and pedestrian traffic should not conflict given the size of the site and the relatively low volume of traffic that is anticipated.

7) Fencing, Screening and landscaping to separate the Use from adjoining Uses:

Discussion requested: A six foot, temporary, chain link fence was previously allowed as part of the now expired temporary dirt bike jump facility conditional use permit per exception (1) of 15-4-2 (B) *For recreational facilities such as tennis courts*. Such exception must be approved by the Planning Director. However, at the time of the temporary CUP Staff recommended that in the event the facility was modified to a more permanent status, the fencing would be required to meet Land Management Code criteria.

The applicant feels strongly the 6' high chain link fencing at the dirt bike jump facility surrounding the bike jump lanes satisfies a safety and security issue and meets the exception of the Land Management Code for use in Public Recreation Facilities. They are proposing to use black vinyl coated chain link for the permanent facility. The Planning Director is not supporting use of any chain link fencing for this facility. Staff would like discussion on this matter and recommends a fence similar to that used at the skate park in City Park be used. If that type of fencing is not feasible, staff would recommend a split rail or similar fence. Staff is concerned about aesthetics and the perception of a new permanent park adjacent to the trail system, fire station, and multiple surrounding residential uses.

A landscape plan has been proposed to screen and define other amenities on site in total. While fencing has been proposed around the well heads, fencing is not mandatory for security and Planning staff recommends the existing well head vaults remain as-is (concrete vaults with secure metal solid cover). The applicant has found this acceptable as well. A Condition of Approval has been added to meet the Water Department and City Engineer's concerns regarding changes to the 100 foot protection zone around the wellheads, which would include modifications to the security of the wellheads as well.

A condition of approval is included to require an erosion control system at perimeter edges of dirt bike jump park to prevent erosion and soil run-off into water/wetland areas.

Lastly, the chain link fence on the west side of the property should also be removed as part of the construction (condition of approval added), as happened with the chain link along Holiday Ranch Loop with the Fire Station construction.

- 8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots:

No Unmitigated Impacts: there are two new small structures associated with this new conditional use application; a restroom facility which is approximately 680 square feet and a shade structure, identified at approximately 256 square feet and open on all sides. Both structures are compatible with a park use and have appropriate architectural detailing. See Exhibits and additional Criteria 11.

- 9) Usable Open Space:

No Unmitigated Impacts: The existing bike jump facility has facilitated organized use of the open space and has provided a recreational amenity for the neighborhood. The previous expired application indicated 90% of the site will remain in its existing, non-developed condition (based on 36,718 square feet of development on a 363,202 square foot site). The new park, playgrounds, walkways, restrooms, shade structure and parking will develop approximately 14,099 square feet or 0.32 acres, thus modifying the above non-developed percentage of the entire site to 14% or 50,817 square feet. The sledding hill will have a single track path that connects to the Boothill trail. No vegetation removal outside of creating the path will take place.

- 10) Signs and lighting:

No Unmitigated Impacts: The facility has not yet proposed an entry sign. A free standing sign is not allowed in the Recreation Open Space zone. Signs necessary to convey hours of operation, use regulations, and safety may be permitted in conformance with the City's Sign Code. Previous Condition of Approval for dirt bike park hours and rules will remain at entry points to bike facility. No exterior lighting has currently been proposed at the site. A Condition of Approval has been added to address lighting at the restroom facilities and parking area to comply with the City's lighting ordinance. Public input has been received regarding keeping lighting at a minimum.

- 11) Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing:

No Unmitigated Impacts: As indicated in Criteria 8, there are two new small structures associated with this new conditional use application; a restroom facility and a shade structure. Both structures are compatible with a park use and have appropriate architectural detailing. The restroom facility is proposing solar thermal and photovoltaic panels, fiber cement-board and vertical corrugated metal siding, concrete walls, stained walkways, wood rafters and beams and metal roofing. Drinking fountains for humans and dogs are also proposed.

There are multiple walkway elements being proposed. The park walkway and playground layout is generated from the existing well sites located in the area. The Well heads require 100' circular protection zones as part of water source protection. These vaulted well heads have generated the walkway radius at the park. See Exhibits.

12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site;

No Unmitigated Impacts: It is anticipated additional user-noise will be generated by the new proposed park because of the additional amenities proposed; playgrounds, walkways, sledding hill, restrooms and additional parking. Any programmed events at the dirt jump park must meet the City's noise ordinance. While the new restroom facility could be perceived as having an odor issue, it will be a fully plumbed facility meeting all codes with normal maintenance and cleaning per the City's schedule. Increased use of the park pertaining to the various playgrounds and sledding hill will create expected noise. Maintenance of the well heads and associated maintenance buildings immediately north of the park and accessed from Holiday Ranch Loop Road will continue to take place on normal intervals. Previous review of the dirt bike jump facility was mitigated by its inherent location within the site; which will continue to be at minimum, 165 feet from the nearest residential structure. Furthermore, the entire facility will continue to be closed from dusk until 8am, thereby minimizing the potential to disturb area residents during the overnight hours. Lastly, since the original Conditional Use Permit for the dirt bike jump park was reviewed, the adjacent fire station has been constructed, which now adds the associated fire truck/alarm noise.

13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas;

No Unmitigated Impacts: The facility will include garbage bins and a pet waste bin to be located near the parking area. See Exhibit C. For waste collection pick-up purposes, bins will be accessed via Holiday Ranch Loop Road back to the facility and incorporated into the current municipal schedule.

14) Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities; and

No Unmitigated Impacts: The facility will continue to be owned by Park City Municipal Corporation and operated by the Park City Recreation Department.

15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site.

The property is within the Sensitive Lands Overlay (see additional analysis below). The new formalized park with walkways and playgrounds has been located as to minimize impacts on adjacent sensitive lands. The parking area is located as closely off the access drive as possible. The restroom and shade structure are located appropriately on site. The dirt bike jump facility will remain at the center of the site, as to not additionally impact irrigated wetland ditches found on-site. Two sections

of the irrigation ditches will be piped and cleaned up. See exhibits. The extreme southeast portion of the bike jump facility is located on a slope of approximately 28%. This section of the terrain will be incorporated into the bike jump lanes, as approved previously.

Sensitive Lands Overlay

The proposed park lies within the Sensitive Lands Overlay (SLO). Any development within the SLO requires the applicant to minimize the disturbance of the natural features on the site. As a condition of approval for this conditional use permit, the applicant must meet the requirements outlined by the Sensitive Lands Overlay Zone found in the Land Management Code (Section 15-2.21-4) and summarized below:

- No development is allowed on or within fifty vertical feet (50') of very steep slopes, areas subject to land sliding, and other hazard geological areas.
- No structure or other appurtenant device, including mechanical equipment may visually intrude on the ridge line area from any designated vantage points as depicted herein.
- No person shall disturb, remove, fill, dredge, clear, destroy or alter any area, including vegetation within significant wetlands and significant stream corridors and their respective setbacks.
- No development is to take place within 50 feet of identified wetlands.

15-2.21-6. SENSITIVE LAND REGULATIONS - WETLANDS AND STREAM PROTECTION.

(A) **INTENT**. The following requirements and standards have been developed to promote, preserve, and enhance wetlands and Stream Corridors and to protect them from adverse effects and potentially irreversible impacts.

(B) **JURISDICTION**. All Significant Wetlands and Stream Corridors are regulated as provided below.

(C) **PROHIBITED ACTIVITIES**. No person shall disturb, remove, fill, dredge, clear, destroy or alter any Area, including vegetation, surface disturbance within wetlands and Stream Corridors and their respective Setbacks, except as may be expressly allowed herein.

(D) **BOUNDARY DELINEATIONS**. The Applicant must provide a wetlands delineation by a qualified professional utilizing the methods of the *1987 Army Corp of Engineers Manual for Identifying and Delineating Jurisdictional Wetlands*, as amended. The boundary of Stream Corridors and wetlands shall be delineated at the Ordinary High Water Mark, as defined in LMC Chapter 15-15.

(E) **DETERMINATION OF WETLANDS, STREAMS, AND IRRIGATION DITCHES.**

(1) **WETLAND CRITERIA.** A wetland that meets the criteria of the *1987 Army Corp of Engineers Manual for Identifying and Delineating Jurisdictional Wetlands* is a wetland.

(2) **STREAM CORRIDOR.** All Stream Corridors which exist within the Property. Irrigation ditches are not Stream Corridors.

(3) **IRRIGATION DITCHES.** An irrigation ditch that meets the Army Corps of Engineers definition for waters of the United States must comply with the regulations of Stream Corridors within this section.

(F) **SETBACKS.** The following Setbacks are required:

(1) Setbacks from wetlands shall extend a minimum of fifty feet (50') outward from the delineated wetland Ordinary High Water Mark.

(2) Setbacks from Stream Corridors shall extend a minimum of fifty feet (50') outward from the Ordinary High Water Mark.

(3) Setbacks from irrigation ditches that meet the Army Corps of Engineers definition for waters of the United States shall extend a minimum of twenty feet (20') from the Ordinary High Water Mark.

There are two water courses through the property. They are identified as the Bates, Snyder & Dorrity irrigation ditch to the north and east and the Mrs. Smith #1 irrigation ditch near the dirt jump park. There is a water diversion upstream that supplies the two irrigation ditches. The Mrs. Smith #1 is now piped from the property and the Bates, Snyder & Dorrity ditch is used by Holiday Ranchettes. **Does the Planning Commission concur with the definition of these as irrigation ditches requiring a setback of 20 feet?**

The uncovered section of the Bates, Snyder & Dorrity ditch will be piped to the property line. A short section of the Mrs. Smith #1 ditch will also be piped to allow for access from the McLeod Creek trail. The current dirt jump park and temporary fencing were approved at a fifty foot setback from the wetlands identified in 2002; however the installation is as close as eleven feet. A condition of approval is to install the permanent fencing at twenty feet from the irrigation ditch per determination above.

The applicant submitted a *Permit Application and Mitigation Plan for Wetland Impacts* on February 25, 2009, drafted by consultant Wise Earth, to comply with US Army Corps of Engineers Nationwide Permit requirements. The Army Corps of Engineers has now issued approved response, Nationwide Permit 42, dated March 9, 2009. Copy of both correspondences are included in the Exhibits. This application indicates permanent fill will impact 0.06 acres, with an additional 0.04 acres being temporarily impacted during construction. To summarize, this analysis indicates the quality of wetlands at the impact areas to be lower than the quality of wetland to the south end where much of the ditch has already been piped or otherwise disturbed adjacent to the proposed fill areas. Setbacks from wetland irrigation ditches will be 20 feet in new permanent facility.

Wise Earth also briefly touches on Cultural Resources, indicating no cultural resources have been mapped at the site.

Lastly, Wise Earth indicates the three endangered species identified in Summit County: black-footed Ferret, Canada Lynx and Yellow-billed Cuckoo would not have suitable habitat at this site and haven't been found to be present.

In general, this previous water treatment site is being considerably improved, re-vegetated and cleaned up. The site has a history of disturbance from dumping, uncontrolled public use and past infrastructure projects. The mitigation proposal is to salvage vegetation from areas to be disturbed during this project for a one-time re-vegetation effort.

Department Review

Through administrative analysis, onsite analysis, and the multi-year review of the dirt bike jump park by planning and recreation staff, staff has found that the existing use impact on the neighborhood has been positive and the additional amenities of the permanent park will only enhance the facility and neighborhood. Comments from neighbors included in Ken Fisher's August 21, 2008 City Council information report indicate general support for a neighborhood park, with restrictions on hours of operation, lighting, desired visible parking from the fire station, variety of playground equipment, covered gazebo, sledding hill, sustainable design and day use only.

This application was discussed at Staff Development Review Meetings on October 7, 2008 and again with modified design on February 24, 2009 where representatives from local utilities and City Staff were in attendance. Concern for protecting access to the fire station drive, overflow parking, proposed wetland improvements and re-vegetation, removal of chain link fencing, realignment of sewer easement and manhole height, erosion control around bike park, and options for well protection were discussed. These items have been mitigated through the conditions of approval.

Notice

Notification of the Conditional Use Permit for Creekside Park and associated dirt bike jump park at the old sewer treatment plant site has been provided to the public in the form of published notification and an on-site sign. Furthermore, a letter addressed to property owners within 300 feet of the site was mailed on March 6, 2009.

Public Input

Staff has received several comments from adjacent property owners. Neighbors have been in favor of the park and are enthusiastic of the amenities. Concerns have dealt with drug use at the restroom facility, off-leash dogs and dog waste, and minimizing excessive lighting. Additionally, staff met with the Park City Fire Department whose primary concerns were adherence to construction mitigation, clear access of drive, parking and adequate snow storage. They are in general favor of the proposed design.

Alternatives

1. The Planning Commission may approve the CUP for Creekside Park as conditioned or amended; or
2. The Planning Commission may deny the CUP for Creekside Park and direct staff to make Findings for this decision; or
3. The City Council may continue the discussion on CUP for Creekside Park.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that haven't been addressed.

Consequences of not taking action on the Suggested Recommendation

The dirt bike park would not be allowed to open in the late spring of 2009 as its previous approval expired in May of 2008.

Recommendation

Staff recommends that the Planning Commission review the Conditional Use Permit for a Public Recreation Facility (which includes the dirt bike jump park), hold a public hearing, and consider approving the CUP according to the Findings of Fact, Conclusions of Law, and Conditions of Approval incorporated herein:

Findings of Fact

1. The subject property is at 2393 Holiday Ranch Loop Drive, Park City, Utah.
2. The subject property is Lot 2 of the Creekside subdivision and 6.71 acres.
3. The property is located in the Recreation Open Space (ROS) zone. The site is within the Sensitive Lands Overlay (SLO) as identified by the Land Management Code (LMC).
4. A Public Recreation Facility is permitted under a Conditional Use Permit within the ROS zone.
5. The Conditional Use Permit for the temporary dirt bike jump park was originally granted by the Planning Commission on May 25, 2005.
6. The Conditional Use Permit extension for the temporary dirt bike jump park granted on May 9, 2007 expired on May 31, 2008.
7. The park infrastructure, bike jump facility and the associated parking is located a minimum of 50 feet from a very steep slope (40% or more).
8. Proposed facilities will have 20 foot setbacks from wetland irrigation ditches.
9. An Army Corps of Engineers permit has been issued for wetland mitigation impacts.
10. The park will be closed from dusk to 8 a.m. Restroom facilities and dirt bike jump park gate will be locked during that time.
11. Eight (8) hard surfaced parking spaces will be provided, one of which to be an ADA accessible stall.
12. The park amenities include restroom facilities, shade structure, multi-aged playground areas, sledding hill, dirt bike jump park and walkways.

Conclusions of Law

1. The application satisfies all Conditional Use Permit review criteria for a Public Recreation Facility and a Parking Area as established by the LMC's Conditional Use Review process [Section 15-1-10 (E) (1-15)] and the SLO criteria for setbacks from Wetlands and Stream Corridors [Section 15-2.21-11(F)];
2. The Applicant complies with all requirements of this LMC;
3. The Use is consistent with the Park City General Plan, as amended; and
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

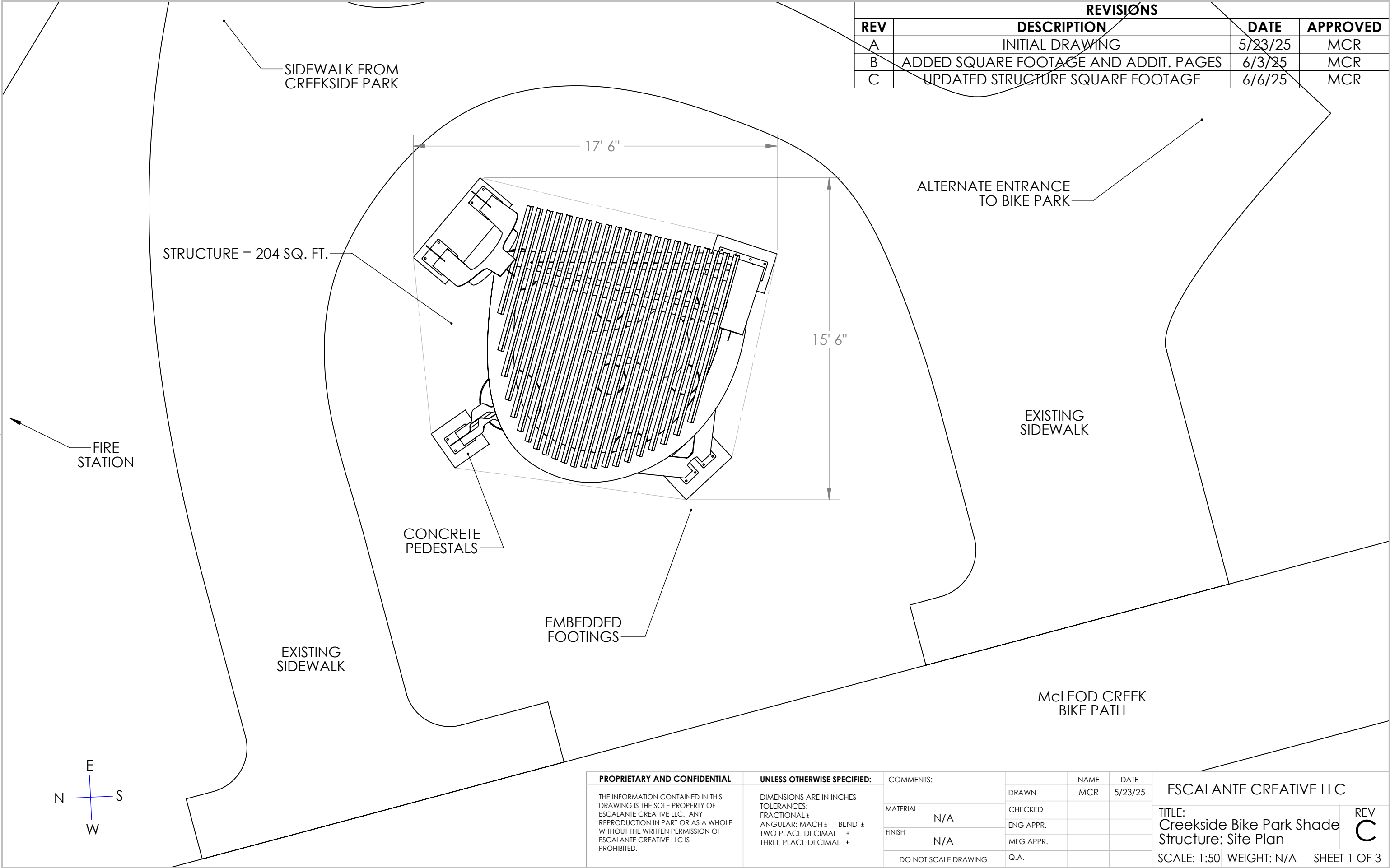
1. All standard conditions of project approval shall apply to this project.
2. The temporary chain link fence surrounding the bike jump facility will be replaced with permanent fencing as required in the LMC.
3. The dirt bike jump park facility will be closed between dusk and 8am daily, using a lock on the entrance gate to the facility. Entrance gate will match permanent fencing.
4. The City Parks Department will continue to mitigate dust by wetting down the dirt bike jump park as required.
5. The park, bike jump facility and associated parking area shall be located a minimum of 20 feet from any of the delineated irrigation ditches and associated wetlands, except for those areas which are piped. Current expired use sections of the dirt bike jump park will be modified to comply with the 20 foot setback.
6. The applicant is responsible for ensuring, through appropriate signs, that the bike jump facility will be for the exclusive use of non-motorized bicycles.
7. The applicant must coordinate all scheduled construction of the park with City Officials to ensure it will not limit use of the driveway to the adjacent fire station.
8. All signs associated with the park must comply with the City's Sign Code.
9. There is currently no exterior lighting proposed with the park. Any exterior lighting associated with the restroom facility and parking area will comply with the City's lighting code.
10. Applicant will coordinate the possible relocation of the sewer easement and manhole as necessary with Snyderville Basin Water Reclamation District prior to Certificate of Occupancy.
11. The shared access drive will be painted red curb and signed 'No Parking' on both sides of the shared access road.
12. Parking will be located a minimum of 20 feet from wetland irrigation ditches and evaluated after one year of use to determine if 8 parking stalls are appropriate for the volume of use.
13. Any programmed events at the park will need to provide a parking management plan that does not unduly affect the adjacent residential neighborhood.
14. No vegetation removal on the sledding hill will take place outside of creating the single track path that connects to the Boothill trail.
15. Permanent erosion control facilities will be added to the perimeter of dirt bike jump park to prevent excessive erosion and soil transportation along west edge of facility.

16. The existing chain link fencing along the west side of the McLeod Creek trail and chain link gate on Holiday Ranch Loop Road must be removed with the construction of the park.
17. No change to the area within the 100 foot protection zone around each well shall occur unless the Manager of the Park City Water Department has reviewed and approved as depicted on the 2-6-09 Creekside Park Master Plan.
18. Final Landscape Plan to be approved with building permit.

Exhibits

- Exhibit A – Standard Conditions of Approval
- Exhibit B – Dirt Bike Jump Park existing photographs
- Exhibit C – Creekside Masterplan February 6, 2009
- Exhibit D - Creekside Park Design Development Drawings
- Exhibit E - Wise Earth: Permit Application and Mitigation Plan for Wetland Impacts with Army Corps of Engineer Approval

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	5/23/25	MCR
B	ADDED SQUARE FOOTAGE AND ADDIT. PAGES	6/3/25	MCR
C	UPDATED STRUCTURE SQUARE FOOTAGE	6/6/25	MCR



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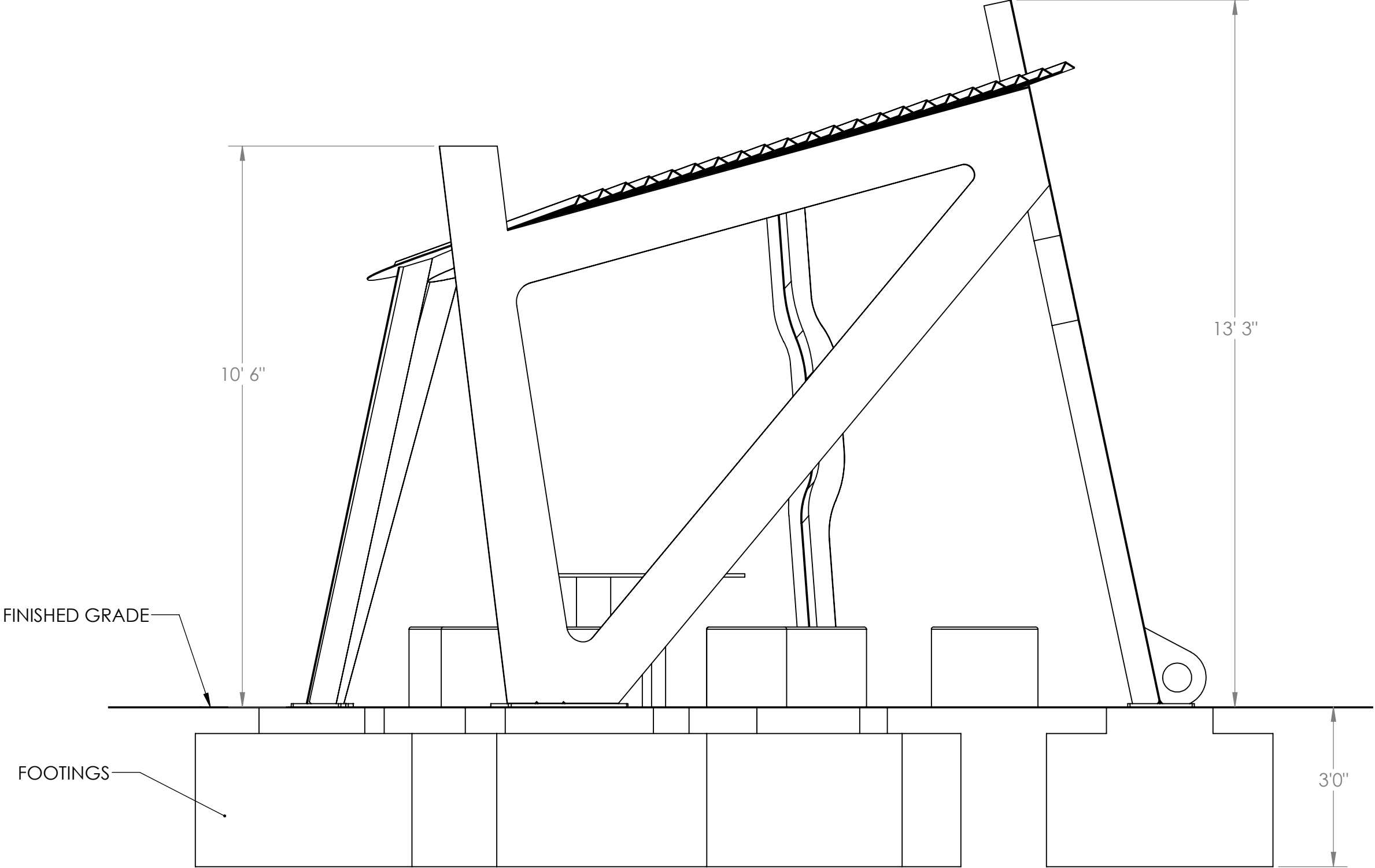
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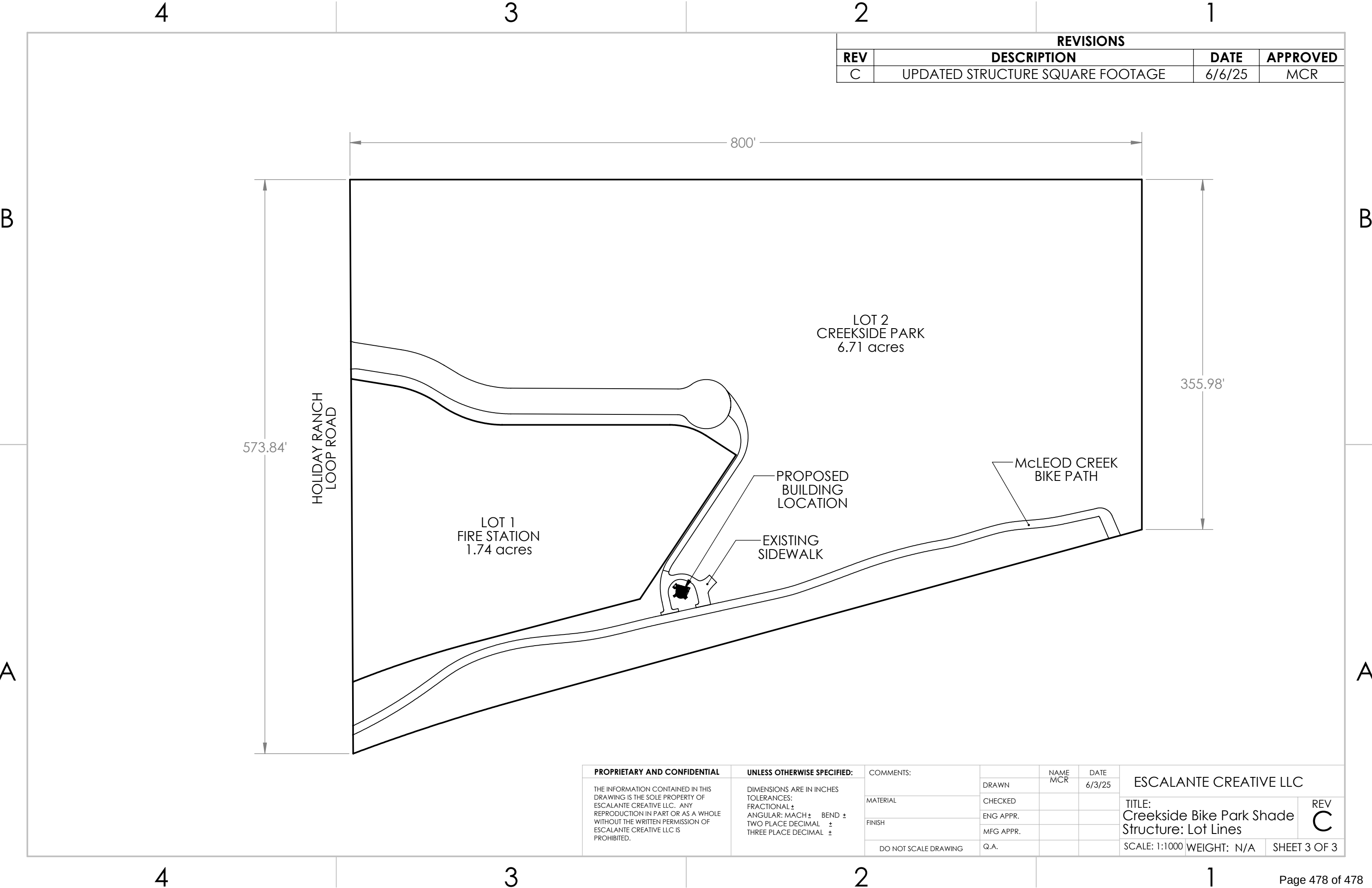
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