

SUMMIT COUNTY, UTAH
ORDINANCE NO. 739-A

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE CANYONS
SPECIALLY PLANNED ARE (SPA)
PERTAINING TO THE COLONY AT WHITE PINE CANYON

WHEREAS, the Canyons Resort and related properties applied for and received from Summit County approval for a rezone to a Specially Planned Area (the Canyons SPA) in 1998 under Ordinance # 333; and

WHEREAS, the Canyons SPA Plan was approved by Summit County under ordinance number 334 in July, 1998 and amended under ordinance number 739 in June, 2010; and

WHEREAS, Section 5.13 of the Canyons SPA outlines the process for amending the SPA; and

WHEREAS, applications for an amendment to the Canyons SPA pertaining to the Colony at White Pine Canyon (Colony) were received February 19, 2010 and April 19, 2010; and

WHEREAS, the Snyderville Basin Planning Commission held a work session and conducted a site visit on the amendment March 9, 2010 and March 23, 2010; and

WHEREAS, the Snyderville Basin Planning Commission conducted a public hearing on May 11, 2010 on the amendment and voted unanimously to forward a positive recommendation to the Summit County Council for the amendment request; and

WHEREAS, the Summit County Council conducted a public hearing on each amendment on September 19, 2010 and an additional public hearing on this amendment on September 8, 2010; and

NOW THEREFORE, the County Legislative Body of the County of Summit, State of Utah [hereinafter "Board"], ordains as follows:

Section 1. The Canyons SPA, pertaining to the Colony at White Pine Canyon portion of the Development Agreement, is hereby amended according to the attached Development Agreement Amendment L.

Section 2. This Ordinance shall take effect after fifteen (15) days of the date below and upon publication in a newspaper published and having general circulation in Summit County.

PASSED AND ADOPTED on this 8th day September 2010. SS.

SUMMIT COUNTY COUNCIL, STATE OF UTAH

By Claudia McMullin
Claudia McMullin, Chair, Summit County Council



ATTEST:

Kendall Jones
County Clerk, Summit County, Utah

Council Member Hanrahan voted aye
Council Member Elliot voted nay
Council Member Ure voted aye
Council Member Robinson voted nay
Council Member McMullin voted aye

State of Utah)
County of Summit)
I, Kent Jones, Clerk of Summit County, do hereby certify that the foregoing is a true and correct copy of the Ordinance 739-A and Amended Development Agreement on the matter entitled Amended Colony Specially Planned Area as the same appears of record and upon file in my office. IN WITNESS WHEREOF I have hereunto set my hand and affix my seal this 29 day of March 2011
Kendall Jones
Clerk
Deputy Clerk

ENTRY NO. 00919803
03/29/2011 01:27:31 PM B: 2075 P: 0380
Ordinance PAGE 1/16
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY SUMMIT COUNTY CLERK

ENTRY NO. 00907329
09/23/2010 02:58:17 PM B: 2048 P: 1838
Ordinance PAGE 1/10
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY SUMMIT COUNTY CLERK

WHEN RECORDED RETURN TO:

Summit County Clerk
Summit County Courthouse
60 North Main
Coalville, Utah 84017

**AMENDMENT
TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE CANYONS SPECIALLY PLANNED AREA**

**SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH
(Affecting The Colony Development Area and Mines Ventures Development Area)**

THIS AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE CANYONS SPECIALLY PLANNED AREA ("Amendment") is entered into to be effective as of September 8, 2010 ("**Effective Date**"), by and between Iron Mountain Associates, L.L.C. ("**IMA**"), Ski Land, LLC ("**Ski Land**") and Summit County, a political subdivision of the State of Utah, by and through the Summit County Council ("**County**"), [IMA, Ski Land, and County are hereinafter referred to as the "**Parties**", unless otherwise noted], with reference to the following:

A. The Parties (with the exception of Ski Land) and certain other individuals and entities are parties to that certain Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated November 15, 1999, and recorded as part of the official records of Summit County, Utah as Document No. 00553911, Bk01297, Pg00405-00503 ("**Amended Agreement**"). Capitalized terms which are used but not defined in this Amendment shall have the same meanings as are set forth in the Amended Agreement.

B. The Amended Agreement identifies certain areas within The Canyons SPA for purposes of determining allowable uses, density and configuration, as described and depicted in Exhibit B.1 to the Amended Agreement. Two of the Development Areas are "The Colony" and "Mines Ventures".

C. IMA and Ski Land are owners of all of the land and entitlements in The Colony and Mines Ventures Development Areas. Ski Land is made a party to this Amendment because it has a property interest in some of the land and entitlements affected by this Amendment.

D. Within the Development Areas are Project Sites defined in Article 1 of the Amended Agreement as predetermined locations of development within a Development Area. The Colony Phases I and II are identified as one Project Site and The Colony Phases III, IV and V are identified as a second Project site within The Colony Development Area. Within Project Sites there are Colony Phase Development Boundaries showing the general boundaries of where actual construction of structures may take place.

E. Exhibit K.2 to the Amended Agreement allows for expansion of certain of the Colony Phase Development Boundaries within The Colony Phase III, IV and V Project Site. Paragraph 5 of Exhibit K.2 provides:

5. Development Area Size. The County shall increase the size of the development areas of Phases 3, 4 and 5 of The Colony in order to accommodate the increased number of lots that have been created in The Colony pursuant to the TDR program, so as not to decrease the average size of the lots that would have been created in the development areas prior to the addition of the TDR lots. The Summit County Community Development Director shall have discretion to review, adjust and approve the size of The Colony development areas.

F. The Mines Ventures Development Area includes density for nine (9) lots to be platted on a specific piece of land within the Development Area.

G. As part of the acquisition of property from Mines Ventures Company, Inc., IMA acquired entitlements and water rights for the development of the nine (9) Mines Ventures Development Area lots.

H. Paragraph 4 of Exhibit K.2 to the Amended Agreement, relating to Mines Ventures Company TDRs, refers to one of the nine Mines Ventures lots to be provided to County upon recording of a Final Subdivision Plat in the Mines Ventures Development Area. County received the benefit of an equivalent TDR lot in The Colony in satisfaction of that provision and there is no longer an obligation to provide County with a Mines Ventures lot upon platting. IMA is the current owner of the Mines Ventures property and has the right to develop the nine Mines Ventures lots as presently approved. The Mines Ventures lots are visible from the Snyderville Basin and other areas where public view corridors and view sheds may be adversely impacted.

I. By previous amendment (Ordinance No. 739, recorded as part of the official records of Summit County, Utah as Document No. 00902152, Bk02038, Pg01131-01151) IMA was permitted to modify certain of the Colony Phase Development Boundaries. The current Colony Phase Development Boundaries are shown in Exhibit B.5.10(a) to the Amended Agreement.

J. IMA now wishes to transfer its nine (9) Mines Ventures Development Area entitlements and water rights to The Colony Development Area, further expand the Colony Phase IV Development Boundary to include five (5) of lots to be situated on the ridgeline ("Ridge Lots") and eliminate the Mines Ventures Development Area from the Amended Agreement.

L. The County had determined, after due notice, public hearing and deliberation, that it is in the public interest and to the public benefit to (i) allow transfer of the nine (9) Mines Ventures Development Area entitlements to The Colony Development Area, thus increasing the total entitlements for The Colony Development Area to 274; (ii) allow further expansion of the Colony Phase IV Development Boundary to include areas on the ridgeline, subject to certain restrictions on placement and height of structures near the ridgeline; (iii) allow development of the five (5) Ridge Lots within the expanded Colony Phase IV Development Boundary, subject to certain restrictions as to location and height of structures; and (iv) eliminate the Mines Ventures Development Area and development lots in the Mines Ventures Development Area as currently authorized and planned.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Amendments. The Amended Agreement shall be amended as follows:

a. Colony Phase Development Boundary Modifications and Ridge Lot Restrictions. The Mines Ventures Development Area, The Colony Development Area and The Colony Phase Development Boundaries for Phases 3, 4 and 5 within The Colony Development Area (The Colony Phase III, IV and V Project Site) are hereby modified as follows:

i. The attached "**Exhibit B.5.10(b)**", is hereby substituted for, replaces and restates Exhibit B.5.10(a) in its entirety.

ii. The Future Development area shown on Exhibit B.5.10(b) includes five (5) Ridge Lots for future platting. The locations, building/development envelopes, survey lines and setbacks for the Ridge Lots, are shown on "**Exhibit B.5.11**" entitled "Ridge Lots" and identified as Lots A, B, C, D and E. Exhibit B.5.11 is hereby made a part of the Amended Agreement. In lieu of development of the nine (9) Mines Ventures lots as shown in the Mines Ventures Development Area, Lots A, B, C, D and E may be platted and developed in the general areas shown on Exhibit B.5.11 subject to the following restrictions to be incorporated in the development agreement(s) covering those lots:

1) Structures shall be subject to a forty (40) foot setback from the ridgeline as shown on Exhibit B.5.11. The ridgeline has been established in the field by survey and staked for permanent

reference. The **"Development Envelope"** for each Ridge Lot, as that term is defined in The Colony at White Pine Canyon Design and Development Guidelines (the **"Colony Design Guidelines"**) is also shown on Exhibit B.5.11. The ridge side edge of each Development Envelope corresponds to the forty (40) foot setback from the ridgeline. Development Envelopes may be modified pursuant to the Colony Design Guidelines and other rights of IMA as the developer so long as they comply with the setback requirements of this Amendment.

2) **Maximum building heights within the "Development Envelope"**, as that term is defined in The Colony at White Pine Canyon Design and Development Guidelines (the **"Colony Design Guidelines"**), shall be:

a) Within forty (40) feet of the edge of the Development Envelope closest to the ridgeline, the maximum building height shall be twenty (20) feet above existing grade along the Development Envelope boundary line. This maximum height restriction shall mirror the elevations along the Development Envelope ridge side boundary line. Structures may gain height as the land falls off below this plane away from the Development Envelope boundary line.

b) The maximum building height shall increase to thirty two (32) feet at the line eighty (80) feet behind the ridgeline (forty (40) feet behind the Development Envelope ridge side boundary line).

3) Grading, landscaping and other hardscaping shall be allowed within the Development Envelope, driveway corridor and limits of disturbance. Cuts shall be prohibited in the "No-Cut Zones" shown on Exhibit B.5.11.

4) A guest home structure is allowed but must be located within the Development Envelope and subject to the same restrictions as the main home structure.

5) Barn and other ancillary structures permitted by the Colony Design Guidelines shall be located behind the "Non-Visible Line" on Exhibit B.5.11. The Non-Visible Line represents areas of the Development Envelopes where no portion of a structure is visible from the intersection of Kearns Boulevard and Bonanza Drive in Park City.

6) A supplement shall be added to the Colony Design Guidelines requiring special planning and design considerations for the five (5) Ridge Lots. Issues specific to these lots shall include the use of tinted windows, minimum three (3) foot overhangs to reduce reflectivity, engagement of a lighting consultant to minimize lighting visible from the intersection of Kearns Boulevard and Bonanza Drive, "cold roofs" with asphalt shingles and/or flat roofs and stepped levels to conform to existing slopes.

6) Tree removal shall not be permitted on a Ridge Lot without Site and Architectural Review Committee ("SARC") approval. Any changes to the natural landscape, including the clearing of native vegetation and removal of standing trees must be approved by SARC. Mature specimen trees within the Development Envelope, driveway corridor and limits of disturbance shall be identified on a site survey and SARC shall not approve their removal unless there are no feasible alternatives. As required by SARC, all combustible materials in the surrounding area within the 400 foot limits of disturbance of the home will be cleared of dead trees, as well as medium and high hazard vegetative fuels and trees deemed unhealthy.

7) All other Colony Design Guidelines shall apply.

b. Transfer of Mines Ventures Development Area Entitlements to The Colony Development Area. The Colony Development Area, Mines Ventures Development Area and the entitlements chart for the Amended Agreement are hereby modified as follows:

i. Exhibit B.5.9.2 to the Amended Agreement is hereby deleted in its entirety and shall have no further force and effect, save and except the following Design Conditions notes to Exhibit B.5.9.2:

"1. Any future connection to other ski resorts, counties or municipalities must be first approved by Summit County and The Canyons.

"2. A public trail, as shown on the concept site plan, shall be constructed and conveyed to the Snyderville Basin Special recreation district at the time of Final Subdivision Plat or as otherwise provided for in this Amended Agreement."

ii. The Mines Ventures Development Area, its entitlements, lots and acreage in Exhibit B.2 to the Amended Agreement are transferred and merged into The Colony Development Area and the approved density for The Colony shall be increased by nine (9) entitlements as set forth in

paragraphs 1.b.iii, 1.b.iv and 1.b.v below. The Design Conditions notes to Exhibit B.5.9.2 now apply to that portion of The Colony Development Area that was formerly the Mines Ventures Development Area.

iii. The Colony Development Area density pool and entitlements are hereby increased by nine (9) units representing the former Mines Ventures Development Area approved entitlements/lots.

iv. Exhibit B.2. "Land Use and Zoning", page 3 of 5, sub-chart titled "THE COLONY" under the heading "ON MOUNTAIN", shall be and is hereby amended and restated in its entirety as follows:

THE COLONY	274 Lots, see note 3.9 for details		<i>Residential-Single Family Detached</i>
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v. Exhibit B.2 "Land Use and Zoning", note 3.9, is hereby amended and restated in its entirety to read as follows:

Total Entitlements for The Colony: **274***

*This total includes all twenty (20) TDRs from the Swaner nature preserve and the nine (9) Mines Ventures Development Area TDRs. The County was granted one (1) TDR in The Colony Development Area in exchange for the Mines Ventures Development Area TDR described in paragraph 3.7, above, which was subsequently purchased by IMA. The County has received all TDRs to which it was entitled in The Colony Development Area.

vi. Paragraph 4 of Exhibit K.2 to The Canyons SPA, relating to Mines Ventures Company TDRs is deleted in its entirety. Summit County has received an equivalent of the TDR lot referred to in that paragraph.

2. Miscellaneous.

a. Ratification of Agreement. Except as specifically provided in this Amendment and without waiving any rights of the parties hereunder, the parties specifically ratify, confirm, and adopt as binding and enforceable, all of the terms and conditions of the Amended Agreement.

b. Effect of Amendment on Amended Agreement. The amendments and modifications to the Amended Agreement contemplated by this Amendment are limited precisely as written and shall not be deemed to be an amendment to any other terms or conditions of the Amended Agreement. The Amended Agreement shall continue in full force and effect as amended by this Amendment. From and after the date hereof, all references to the Amended Agreement shall be deemed to mean the

Amended Agreement as amended by this Amendment. If and to the extent any amendment or modification to the Amended Agreement set forth in this Amendment is found to be unenforceable, the original provision of the Amended Agreement shall automatically be reinstated but such reinstatement shall not affect the remaining provisions of this Amendment. The amendments and modifications set forth in this Amendment affect only IMA and Ski Land as owners of the land and entitlements related to The Colony and Mines Ventures. The properties of other Developers or interested parties which are not parties to this Amendment are not the subject of this Amendment, and this Amendment shall not be construed to directly or indirectly impact the properties of such other Developers or interested parties.

c. Headings. The section headings in this Amendment are intended solely for convenience and shall be given no effect in the construction and interpretation hereof.

d. Recitals. The representations, terms and provisions of the Recitals are hereby adopted as part of this Agreement.

e. Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

f. Reservation of Enforcement Rights to County. Notwithstanding any other provision of this Amendment or the Amended Agreement, the sole right to enforce the Amended Agreement, as amended, is reserved to County and is not granted to or delegated by the County to any other person.

g. Administrative Amendment. This Amendment constitutes both a Substantial Amendment as specified in Section 5.13(a) of the Amended Agreement and an Administrative Amendment as specified in Section 5.13(b) of the Amended Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date first set forth above.



Attest and Certification

County Clerk
[seal]

SUMMIT COUNTY COUNCIL, STATE OF UTAH

By: Claudia McMullin
Claudia McMullin, Chair

IRON MOUNTAIN ASSOCIATES, LLC.

By: WPA, LTD., its Manager

By: White Pine Associates, Inc., its
General Partner

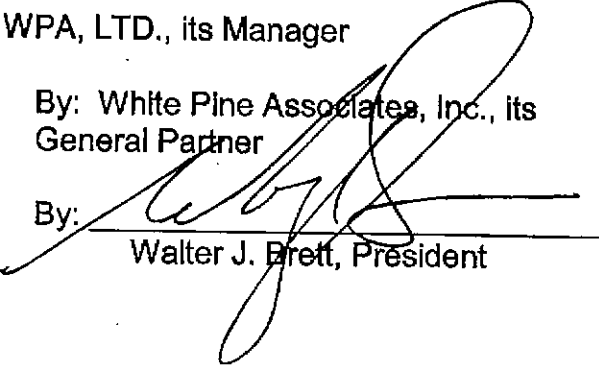
By: 
Walter J. Brett, President

Approved and executed as an interested party:

SKI LAND, LLC.

By: WPA, LTD., its Manager

By: White Pine Associates, Inc., its
General Partner

By: 
Walter J. Brett, President

State of Utah)
County of Summit) §

On this 8 day of October, in the year 2010, before me Reva Hazelrigg, a notary public, personally appeared Walter J. Brett, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President of White Pine Associates, Inc., and that said document was signed by him in behalf of said Corporation by Authority of Its Bylaws, or (Resolution of Its Board of Directors), and said Walter J. Brett acknowledged to me that said Corporation executed the same. Witness my hand and official seal.


NOTARY PUBLIC



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COLONY OVERALL BOUNDARY DESCRIPTION

A Parcel of land situate in Sections 11, 12, 13, 14, and 24, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and Sections 7 and 18, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, The Colony at White Pine Canyon Phase 1, Amended Final Subdivision Plat, recorded as Entry No. 534009, said point being South 89°24'49" East along the East-West center of Section line of Section 6, Township 2 South, Range 4 East, Salt Lake Base and Meridian 1443.13 feet from the west quarter corner of said Section 6, and marked "A.P." for angle point for Section 1, Township 2 South, Range 3 East, Salt Lake Base & Meridian, as per original notes from the 1938 dependent resurvey, (basis of bearing being North 00°37'54" East a distance of 1316.67 feet between said west quarter corner and the corner to Government Lots 1 & 8, Section 1, Township 2 South, Range 3 East, Salt Lake Base & Meridian); and running thence South 89°30'53" East 1311.95 feet along the East-West center to the center of said Section 6; thence South 00°51'05" East 2678.36 feet along the North-South center to the South Quarter Corner of said Section 6 and the Southwest Corner of Aspen Springs Ranch Subdivision Phase 2; thence South 89°06'26" East 2629.51 feet along the south line of said Aspen Springs Subdivision to the west line of Iron Canyon subdivision; thence along the boundary of said Iron Canyon Subdivision the following four (4) courses: 1) South 00°01'42" East 41.54 feet, 2) North 89°25'07" East 278.64 feet, 3) South 00°04'07" West 543.50 feet, 4) South 89°55'53" East 1020.00 feet to the west boundary of the Thaynes Canyon Subdivision Number 3; thence South 00°04'07" West 2025.11 feet along said boundary and the extension of said boundary to the Quarter Section line of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 89°53'53" West 1315.20 feet to the West Quarter Corner of said Section 8; thence South 00°01'03" East 2640.00 feet along the section line to the north line of Government Lot 15, Section 18, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 89°21'29" East 234.68 feet to the Northeast Corner of said Government Lot 15; thence South 24°18'00" West 609.44 feet along the easterly line of said Government Lot 15; thence South 29°33'00" West 977.59 feet along said easterly line of said Government Lot 15; thence South 56°24'00" West 1499.98 feet along said easterly line of Government Lot 15 to and along the easterly line of Government Lot 19 (of said Section 18) to the southerly corner of said Government Lot 19; thence North 33°44'27" West 591.36 feet to an angle point of said Government Lot 19; thence South 56°28'51" West 1502.15 feet along said easterly line of Government Lot 19 to and along the easterly line of Government Lot 18 (of said Section 18) to the Northwest Corner of the Maple Mining Claim No. 5591, thence South 56°16'02" West 1496.37 feet along the easterly line of Government Lots 18, 17, and 20 (all of said Section 18) to an angle point of Government Lot 20 and the Southwest Corner of said Maple Mining Claim; thence South 33°36'00" East 1190.01 feet to an angle point of said Government Lot 20; thence South 50°19'00" West 600.01 feet to an angle point of Government Lot 22 (of said Section 18); thence

North 34°34'37" West 304.11 feet to an angle point of said Government Lot 22; thence South 53°25'17" West 599.35 feet to an angle point of said Government Lot 22; thence South 33°41'00" East 980.03 feet to an angle point of said Government Lot 22; thence North 81°04'04" West 865.66 feet along the south line of said Government Lot 22 to and along the south line of Government Lot 21 (of said Section 18) to an angle point of said Government Lot 21; thence North 00°13'29" West 353.54 feet to an angle point of said Government Lot 21; thence North 87°34'51" West 396.60 feet to an angle point of said Government Lot 21 and a point on the northerly line of the North Star Mining Claim No. 4720; thence North 33°26'30" West 803.47 feet to the Northwest Corner of said North Star Mining Claim; thence South 11°28'20" West 948.16 feet to the Southwest Corner of said North Star Mining Claim; thence South 33°26'30" East 882.00 feet along the southerly line of said North Star Mining Claim to the east line of Section 13, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence South 01°57'32" West 235.36 feet to the East Quarter Corner of said Section 13; thence South 01°41'30" West 1966.98 feet to the West Quarter Corner of Section 19, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 00°59'53" West 795.42 feet along the section line to an angle point of Government Lot 12, Section 24, Township 2 South, Range 3 East, Salt Lake Base and Meridian (said angle point being on the Section line and the north line of the Northern Light Mining Claim; thence along the boundary of said Government Lot 12 the following five (5) courses: 1) South 82°17'29" West 809.37 feet, 2) South 06°50'31" East 591.11 feet, 3) North 88°23'31" West 975.33 feet, 4) North 48°44'37" East 972.84 feet, 5) North 17°50'50" West 415.40 feet to and along the south line of Government Lot 11 (of said Section 24) to an angle point of said Government Lot 11; thence North 48°46'29" East 600.00 feet to an angle point of said Government Lot 11; thence North 60°15'04" West 1497.95 feet along said Government Lot 11 to and along Government Lot 10 (of said Section 24) to an angle point of said Government Lot 10; thence South 48°55'08" West 800.36 feet to the Southwest Corner of said Government Lot 10; thence North 00°56'16" East 1776.42 feet to the Northwest Corner of said Government Lot 10 and the South Quarter corner of Lot 13, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°16'45" West 2628.22 feet along the North-South center to the Center of Section 13; thence South 89°47'21" West 2603.81 feet along the East-West center to the East Quarter Corner of Section 14, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence South 89°57'40" West 2018.42 feet, more or less, along the south line of said Section 14 to the Summit/Salt Lake County Line; thence Northwesterly 3922 feet, more or less, along said County Line to a point on the West line of said Section 14 (said point being North 2331.62 feet and West 5170.99 feet from the East Quarter Corner of said Section 14); thence North 00°32'02" West 270.21 feet along the Section Line to the Southwest Corner of Section 11, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°23'58" West 2624.41 feet along the Section Line to the West Quarter Corner of said Section 11; thence South 89°26'05" West 1866.25 feet, more or less, along the East-West center of Section 10, Township 2 South, Range 3 East, Salt Lake Base and Meridian, to the Summit/Salt Lake County line; thence Northwesterly 1556 feet, more or less, along said County Line to a point on the North-South center of said Section 10 (said point being North 1349.79 feet and West 2608.31 feet from the West Quarter Corner of said Section 11); thence North 00°12'54" West 1229.06 feet along the North-South

center to the North Quarter Corner of said Section 10; thence North 89°17'58" East 2607.00 feet along the Section Line to the Northeast Corner of said Section 10; thence North 52°53'35" East 6537.12 feet to the Southeast Corner of Government Lot 8, Section 2, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°45'15" East 3418.90 feet along the south line of Government Lots 5, 6, & 7, Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; thence North 61°01'16" East 1951.35 feet to and along The Colony at White Pine Canyon Amendment to Lot 7 and Entry Area, Recorded as Entry No. 825919, to the right of way line of White Pine Canyon Road; thence along said right of way the following twenty five (25) courses: 1) South 45°24'28" West 216.15 feet, 2) South 44°25'21" West 120.47 feet, 3) South 41°05'23" West 125.56 feet, 4) South 50°33'16" West 101.60 feet, 5) South 39°14'52" West 216.55 feet, 6) South 33°38'46" West 112.50 feet, 7) South 40°09'48" West 66.55 feet, 8) South 49°18'08" West 249.85 feet, 9) South 47°08'04" East 50.44 feet, 10) North 41°37'05" East 30.93 feet to a point of curvature of a 28.00 foot radius curve to the right, the center of which bears South 48°22'55" East, 11) easterly along the arc of said curve 46.65 feet through a central angle of 95°28'01", 12) South 42°54'55" East 28.91 feet, 13) North 49°18'08" East 50.00 feet, 14) North 40°41'52" West 13.55 feet to a point of curvature of a 28.00 foot radius curve to the right, the center of which bears North 49°18'08" East, 15) northerly along the arc of said curve 43.98 feet through a central angle of 90°00'00", 16) North 49°18'08" East 107.30 feet, 17) North 40°09'48" East 74.97 feet, 18) North 33°38'46" East 112.98 feet, 19) North 39°14'52" East 207.68 feet, 20) North 50°33'16" East 100.63 feet, 21) North 41°05'23" East 128.78 feet, 22) North 44°25'21" East 116.80 feet, 23) North 48°06'14" East 212.45 feet, 24) North 47°44'25" East 335.79 feet, 25) North 44°34'16" East 284.83 feet; thence North 89°45'51" East 81.04 feet to the point of beginning.

Excepting therefrom those portions lying within the Warren No. 1, Warren No. 2, Warren No. 3, Warren No. 4, and Warren No. 5, Patented Lode Mining Claims, Survey No. 6292, as the same are more particularly described in that certain Patent recorded August 31, 1915 as Entry No. 25428 in Book F of Mining Deeds at Page 144 of the official records in the Summit County Recorder.

Containing 4,220 acres, more or less, net after subtracting exception area of 100 acres, more or less.

CWPC-A	CWPC-II-33-A	CWPC-II-SKI	CWPC-3B-123
CWPC-CA-IMP	CWPC-II-34	CWPC-II-SKI-1	PP-1
CWPC-SKI-AM	CWPC-II-35	CWPC-II-SKI-1-AM	PP-1-A
CWPC-1-A-AM	CWPC-II-36	CWPC-II-SKI-2	PP-1-B
CWPC-1-AM	CWPC-II-37	CWPC-3A-81	PP-1-C
CWPC-2-AM	CWPC-II-38	CWPC-3A-82	PP-1-C-1
CWPC-3-AM	CWPC-II-39	CWPC-3A-83	PP-1-G
CWPC-4-AM	CWPC-II-40	CWPC-3A-84	PP-1-H
CWPC-5-AM	CWPC-II-41	CWPC-3A-85	PP-3
CWPC-5-6-AM	CWPC-II-42	CWPC-3A-86	PP-3-A
CWPC-6-5-AM	CWPC-II-43	CWPC-3A-87	PP-4-D
CWPC-6-AM	CWPC-II-44	CWPC-3A-88	PP-5-1
CWPC-7-AM	CWPC-II-45	CWPC-3A-89	PP-6
CWPC-7-EA-7-AM	CWPC-II-46	CWPC-3A-90	PP-6-A
CWPC-7-EA-A-AM	CWPC-II-47	CWPC-3A-91	PP-7
CWPC-7-EA-B-AM	CWPC-II-48	CWPC-3A-92	PP-7-A
CWPC-7-EA-C-AM	CWPC-II-49	CWPC-3A-93	PP-8
CWPC-7-EA-D-AM	CWPC-II-50	CWPC-3A-94	PP-8-A
CWPC-7-EA-E-AM	CWPC-II-51	CWPC-3A-95	PP-10
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CWPC-12-AM	CWPC-II-56	CWPC-3A-100	PP-12
CWPC-13-AM	CWPC-II-57	CWPC-3A-101	PP-13
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CWPC-17-A-AM	CWPC-II-61B	CWPC-3A-106	PP-25-2-X
CWPC-18-AM	CWPC-II-62	CWPC-3A-107	PP-25-B
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CWPC-4D-208

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CWPC-4D-210
CWPC-4D-253
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THE COLONY
AT WHITE PINE CANYON

The Colony Approved Master Plan
5 Ridge Lots

September 1, 2010

Prepared for:
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Summit County, Colorado 80460



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