

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 May 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 Language.

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.

SUMMIT COUNTY COUNCIL, STATE OF UTAH

By Claudia McMullin
Claudia McMullin, Chair, Summit County Council



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

ATTEST:

Kendy Jones
County Clerk, Summit County, Utah

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



1 **WHEN RECORDED RETURN TO:**

2
3 Summit County Clerk
4 Summit County Courthouse
5 60 North Main
6 Coalville, Utah 84017
7
8
9

10
11 **AMENDMENT**
12 **TO**
13 **AMENDED AND RESTATED DEVELOPMENT AGREEMENT**
14 **FOR THE CANYONS SPECIALLY PLANNED AREA**
15

16 **SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH**
17 **(Affecting The Colony Development Area and Mines Ventures Development Area)**
18
19

20 **THIS AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT**
21 **AGREEMENT FOR THE CANYONS SPECIALLY PLANNED AREA ("Amendment")** is
22 entered into to be effective as of September 8, 2010, 2010 ("Effective Date"), by
23 and between Iron Mountain Associates, L.L.C. ("IMA"), Ski Land, LLC ("Ski Land") and
24 Summit County, a political subdivision of the State of Utah, by and through the Summit
25 County Council ("County"), [IMA, Ski Land, and County are hereinafter referred to as
26 the "**Parties**", unless otherwise noted], with reference to the following:
27

28 A. The Parties (with the exception of Ski Land) and certain other individuals
29 and entities are parties to that certain Amended and Restated Development Agreement
30 for The Canyons Specially Planned Area, dated November 15, 1999, and recorded as
31 part of the official records of Summit County, Utah as Document No. 00553911,
32 Bk01297, Pg00405-00503 ("**Amended Agreement**"). Capitalized terms which are used
33 but not defined in this Amendment shall have the same meanings as are set forth in the
34 Amended Agreement.
35

36 B. The Amended Agreement identifies certain areas within The Canyons
37 SPA for purposes of determining allowable uses, density and configuration, as
38 described and depicted in Exhibit B.1 to the Amended Agreement. Two of the
39 Development Areas are "The Colony" and "Mines Ventures".
40

41 C. IMA and Ski Land are owners of all of the land and entitlements in The
42 Colony and Mines Ventures Development Areas. Ski Land is made a party to this
43 Amendment because it has a property interest in some of the land and entitlements
44 affected by this Amendment.
45

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

8
9 E. Exhibit K.2 to the Amended Agreement allows for expansion of certain of
10 the Colony Phase Development Boundaries within The Colony Phase III, IV and V
11 Project Site. Paragraph 5 of Exhibit K.2 provides:

12
13 5. Development Area Size. The County shall increase
14 the size of the development areas of Phases 3, 4 and 5 of
15 The Colony in order to accommodate the increased number
16 of lots that have been created in The Colony pursuant to the
17 TDR program, so as not to decrease the average size of the
18 lots that would have been created in the development areas
19 prior to the addition of the TDR lots. The Summit County
20 Community Development Director shall have discretion to
21 review, adjust and approve the size of The Colony
22 development areas.

23
24 F. The Mines Ventures Development Area includes density for nine (9) lots to
25 be platted on a specific piece of land within the Development Area.

26
27 G. As part of the acquisition of property from Mines Ventures Company, Inc.,
28 IMA acquired entitlements and water rights for the development of the nine (9) Mines
29 Ventures Development Area lots.

30
31 H. Paragraph 4 of Exhibit K.2 to the Amended Agreement, relating to Mines
32 Ventures Company TDRs, refers to one of the nine Mines Ventures lots to be provided
33 to County upon recording of a Final Subdivision Plat in the Mines Ventures
34 Development Area. County received the benefit of an equivalent TDR lot in The Colony
35 in satisfaction of that provision and there is no longer an obligation to provide County
36 with a Mines Ventures lot upon platting. IMA is the current owner of the Mines Ventures
37 property and has the right to develop the nine Mines Ventures lots as presently
38 approved. The Mines Ventures lots are visible from the Snyderville Basin and other
39 areas where public view corridors and view sheds may be adversely impacted.

40
41 I. By previous amendment (Ordinance No. 739, recorded as part of the
42 official records of Summit County, Utah as Document No. 00902152, Bk02038,
43 Pg01131-01151) IMA was permitted to modify certain of the Colony Phase
44 Development Boundaries. The current Colony Phase Development Boundaries are
45 shown in Exhibit B.5.10(a) to the Amended Agreement.

1 J. IMA now wishes to transfer its nine (9) Mines Ventures Development Area
2 entitlements and water rights to The Colony Development Area, further expand the
3 Colony Phase IV Development Boundary to include five (5) of lots to be situated on the
4 ridgeline ("Ridge Lots") and eliminate the Mines Ventures Development Area from the
5 Amended Agreement.
6

7 L. The County had determined, after due notice, public hearing and
8 deliberation, that it is in the public interest and to the public benefit to (i) allow transfer of
9 the nine (9) Mines Ventures Development Area entitlements to The Colony
10 Development Area, thus increasing the total entitlements for The Colony Development
11 Area to 274; (ii) allow further expansion of the Colony Phase IV Development Boundary
12 to include areas on the ridgeline, subject to certain restrictions on placement and height
13 of structures near the ridgeline; (iii) allow development of the five (5) Ridge Lots within
14 the expanded Colony Phase IV Development Boundary, subject to certain restrictions
15 as to location and height of structures; and (iv) eliminate the Mines Ventures
16 Development Area and development lots in the Mines Ventures Development Area as
17 currently authorized and planned.
18

19 NOW, THEREFORE, for good and valuable consideration, the receipt and
20 sufficiency of which is hereby acknowledged, and intending to be legally bound hereby,
21 the Parties agree as follows:
22

23 1. Amendments. The Amended Agreement shall be amended as follows:
24

25 a. Colony Phase Development Boundary Modifications and Ridge Lot
26 Restrictions. The Mines Ventures Development Area, The Colony Development Area
27 and The Colony Phase Development Boundaries for Phases 3, 4 and 5 within The
28 Colony Development Area (The Colony Phase III, IV and V Project Site) are hereby
29 modified as follows:
30

31 i. The attached "**Exhibit B.5.10(b)**", is hereby substituted for,
32 replaces and restates Exhibit B.5.10(a) in its entirety.
33

34 ii. The Future Development area shown on Exhibit B.5.10(b)
35 includes five (5) Ridge Lots for future platting. The locations, building/
36 development envelopes, survey lines and setbacks for the Ridge Lots, are shown
37 on "**Exhibit B.5.11**" entitled "Ridge Lots" and identified as Lots A, B, C, D and E.
38 Exhibit B.5.11 is hereby made a part of the Amended Agreement. In lieu of
39 development of the nine (9) Mines Ventures lots as shown in the Mines Ventures
40 Development Area, Lots A, B, C, D and E may be platted and developed in the
41 general areas shown on Exhibit B.5.11 subject to the following restrictions to be
42 incorporated in the development agreement(s) covering those lots:
43

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

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

10
11 2) Maximum building heights within the **“Development**
12 **Envelope”**, as that term is defined in The Colony at White Pine
13 Canyon Design and Development Guidelines (the **“Colony Design**
14 **Guidelines”**), shall be:

15
16 a) Within forty (40) feet of the edge of the
17 Development Envelope closest to the ridgeline, the
18 maximum building height shall be twenty (20) feet above
19 existing grade along the Development Envelope boundary
20 line. This maximum height restriction shall mirror the
21 elevations along the Development Envelope ridge side
22 boundary line. Structures may gain height as the land falls
23 off below this plane away from the Development Envelope
24 boundary line.

25
26 b) The maximum building height shall increase to
27 thirty two (32) feet at the line eighty (80) feet behind the
28 ridgeline (forty (40) feet behind the Development Envelope
29 ridge side boundary line).

30
31 3) Grading, landscaping and other hardscaping shall be
32 allowed within the Development Envelope, driveway corridor and
33 limits of disturbance. Cuts shall be prohibited in the **“No-Cut**
34 **Zones”** shown on Exhibit B.5.11.

35
36 4) A guest home structure is allowed but must be
37 located within the Development Envelope and subject to the same
38 restrictions as the main home structure.

39
40 5) Barn and other ancillary structures permitted by the
41 Colony Design Guidelines shall be located behind the **“Non-Visible**
42 **Line”** on Exhibit B.5.11. The Non-Visible Line represents areas of
43 the Development Envelopes where no portion of a structure is
44 visible from the intersection of Kearns Boulevard and Bonanza
45 Drive in Park City.
46

1 6) A supplement shall be added to the Colony Design
2 Guidelines requiring special planning and design considerations for
3 the five (5) Ridge Lots. Issues specific to these lots shall include
4 the use of tinted windows, minimum three (3) foot overhangs to
5 reduce reflectivity, engagement of a lighting consultant to minimize
6 lighting visible from the intersection of Kearns Boulevard and
7 Bonanza Drive, "cold roofs" with asphalt shingles and/or flat roofs
8 and stepped levels to conform to existing slopes.
9

10 6) Tree removal shall not be permitted on a Ridge Lot
11 without Site and Architectural Review Committee ("SARC")
12 approval. Any changes to the natural landscape, including the
13 clearing of native vegetation and removal of standing trees must be
14 approved by SARC. Mature specimen trees within the
15 Development Envelope, driveway corridor and limits of disturbance
16 shall be identified on a site survey and SARC shall not approve
17 their removal unless there are no feasible alternatives. As required
18 by SARC, all combustible materials in the surrounding area within
19 the 400 foot limits of disturbance of the home will be cleared of
20 dead trees, as well as medium and high hazard vegetative fuels
21 and trees deemed unhealthy.
22

23 7) All other Colony Design Guidelines shall apply.
24

25 b. Transfer of Mines Ventures Development Area Entitlements to The
26 Colony Development Area. The Colony Development Area, Mines Ventures
27 Development Area and the entitlements chart for the Amended Agreement are hereby
28 modified as follows:
29

30 i. Exhibit B.5.9.2 to the Amended Agreement is hereby deleted
31 in its entirety and shall have no further force and effect, save and except
32 the following Design Conditions notes to Exhibit B.5.9.2:
33

34 "1. Any future connection to other ski resorts, counties or
35 municipalities must be first approved by Summit County and The
36 Canyons.
37

38 "2. A public trail, as shown on the concept site plan, shall
39 be constructed and conveyed to the Snyderville Basin Special
40 recreation district at the time of Final Subdivision Plat or as
41 otherwise provided for in this Amended Agreement."
42

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

1 paragraphs 1.b.iii, 1.b.iv and 1.b.v below. The Design Conditions notes to
2 Exhibit B.5.9.2 now apply to that portion of The Colony Development Area
3 that was formerly the Mines Ventures Development Area.
4

5 iii. The Colony Development Area density pool and entitlements
6 are hereby increased by nine (9) units representing the former Mines
7 Ventures Development Area approved entitlements/lots.
8

9 iv. Exhibit B.2. "Land Use and Zoning", page 3 of 5, sub-chart
10 titled "THE COLONY" under the heading "ON MOUNTAIN", shall be and is
11 hereby amended and restated in its entirety as follows:
12

THE COLONY	274 Lots, see note 3.9 for details		<i>Residential-Single Family Detached</i>
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13
14 v. Exhibit B.2 "Land Use and Zoning", note 3.9, is hereby
15 amended and restated in its entirety to read as follows:
16

17 Total Entitlements for The Colony: **274***
18

19 *This total includes all twenty (20) TDRs from the Swaner
20 nature preserve and the nine (9) Mines Ventures
21 Development Area TDRs. The County was granted one (1)
22 TDR in The Colony Development Area in exchange for the
23 Mines Ventures Development Area TDR described in
24 paragraph 3.7, above, which was subsequently purchased
25 by IMA. The County has received all TDRs to which it was
26 entitled in The Colony Development Area.
27

28 vi. Paragraph 4 of Exhibit K.2 to The Canyons SPA, relating to
29 Mines Ventures Company TDRs is deleted in its entirety. Summit County
30 has received an equivalent of the TDR lot referred to in that paragraph.
31

32 2. Miscellaneous.
33

34 a. Ratification of Agreement. Except as specifically provided in this
35 Amendment and without waiving any rights of the parties hereunder, the parties
36 specifically ratify, confirm, and adopt as binding and enforceable, all of the terms and
37 conditions of the Amended Agreement.
38

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

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

11
12 c. Headings. The section headings in this Amendment are intended
13 solely for convenience and shall be given no effect in the construction and interpretation
14 hereof.

15
16 d. Recitals. The representations, terms and provisions of the Recitals
17 are hereby adopted as part of this Agreement.

18
19 e. Counterparts. This Amendment may be executed in one or more
20 counterparts, and by the different parties hereto in separate counterparts, each of which
21 when executed shall be deemed to be an original but all of which taken together shall
22 constitute one and the same agreement.

23
24 f. Reservation of Enforcement Rights to County. Notwithstanding any
25 other provision of this Amendment or the Amended Agreement, the sole right to enforce
26 the Amended Agreement, as amended, is reserved to County and is not granted to or
27 delegated by the County to any other person.

28
29 g. Administrative Amendment. This Amendment constitutes both a
30 Substantial Amendment as specified in Section 5.13(a) of the Amended Agreement and
31 an Administrative Amendment as specified in Section 5.13(b) of the Amended
32 Agreement.

33
34 IN WITNESS WHEREOF, the Parties have executed this Amendment on the
35 date first set forth above.



SUMMIT COUNTY COUNCIL, STATE OF
UTAH

By: Claudia McMullin
Claudia McMullin, Chair

43 Attest and Countersign:

44
45
46 [Signature]
County Clerk

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 29 day of June, 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

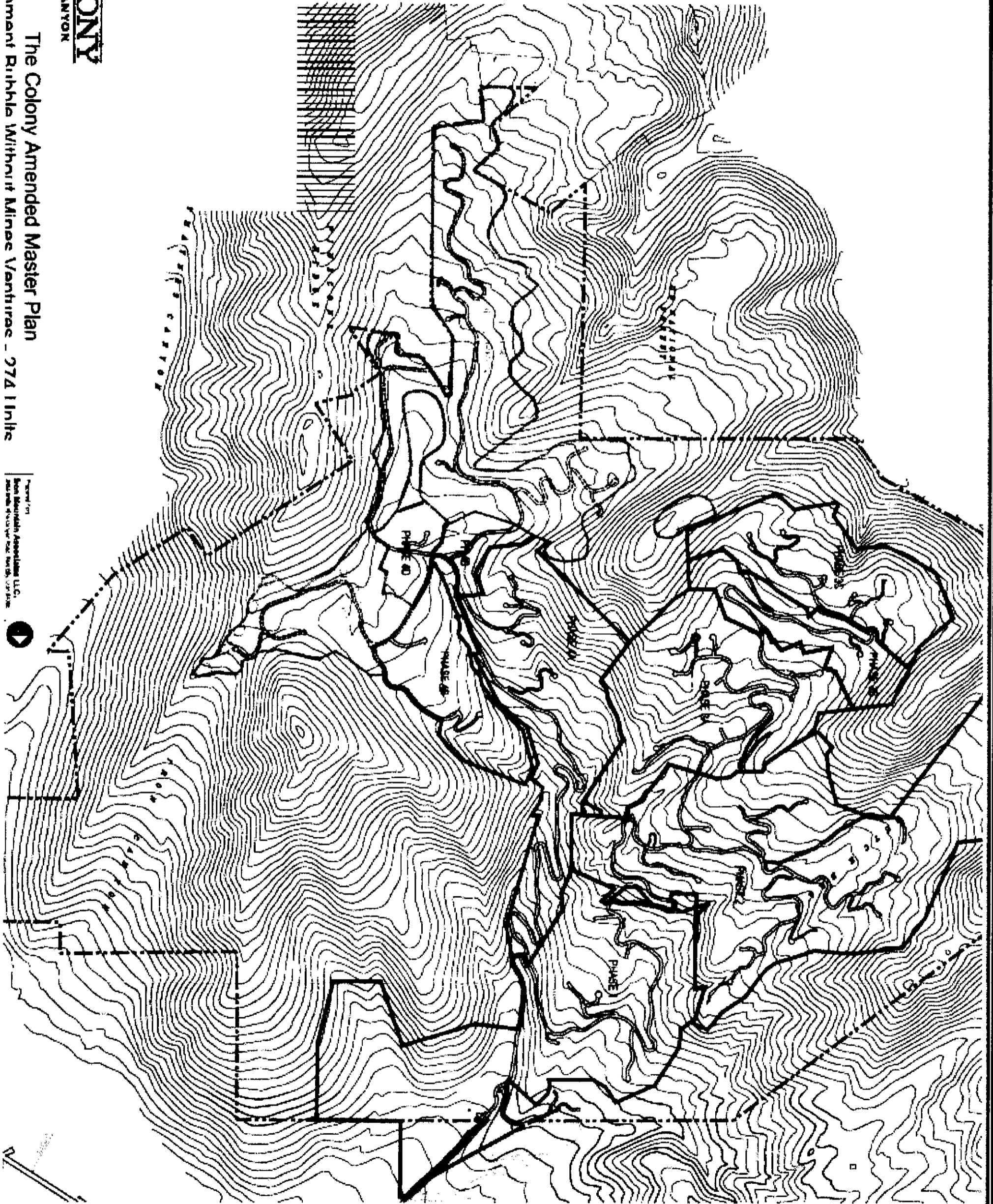


S
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A
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THE COLONY
AT WHITE PINE CANYON



The Colony Amended Master Plan



Prepared for
Sun Mountain Associates, LLC
20000 1st St. Suite 100
Boulder, CO 80501

