

WHEN RECORDED, MAIL TO:

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APN: \_\_\_\_\_

**FIRST AMENDMENT TO WEBER COUNTY  
ZONING DEVELOPMENT AGREEMENT  
FOR SNOWBASIN**

THIS FIRST AMENDMENT TO WEBER COUNTY ZONING DEVELOPMENT AGREEMENT FOR SNOW BASIN (this “**Amendment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between SNOWBASIN RESORT COMPANY, a Wyoming corporation (“**Owner**”), and WEBER COUNTY CORPORATION, a political subdivision of the State of Utah (“**County**”).

**RECITALS**

A. Owner and County are parties to a Weber County Zoning Development Agreement dated January 11, 2011, which was recorded in the Office of the Weber County Recorder on January 19, 2011, as Entry No. 2511941 (the “**Development Agreement**” or “**Agreement**”), that covers the real property and improvements more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “**Property**”). All initially-capitalized terms not otherwise defined herein shall have the meanings set forth in the Development Agreement unless the context clearly indicates otherwise.

B. In accordance with Section 3 of the Development Agreement, the Developer has provided to the County and the County has approved the specific/detailed conceptual plan for Area A (the “**Detailed Conceptual Development Plan for Area A**”), more particularly described in Exhibit “B”, which is attached hereto and incorporated herein by this reference.

C. In connection with the ongoing planning process for the Property, and to clarify certain terms and provisions set forth in the Development Agreement, Owner has proposed and County has approved certain modifications to the terms and provisions of the Development Agreement as more fully set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Development Agreement as follows:

1. Amendment Effect. This Amendment modifies certain terms and provisions of the Development Agreement, as described and referenced herein. All provisions of the Development Agreement not specifically modified herein shall remain in full force and effect as originally written. In the event of any inconsistency between the terms of this Amendment and the Development Agreement, the terms of this Amendment shall control.

2. Concept Development Plan. Section 3 of the Development Agreement is hereby amended and restated in its entirety to read as follows:

“Weber County shall retain the right to approve or deny more specific / detailed Concept Development Plans for Areas A, B, F, and G. The concept development plans shall be approved prior to or in conjunction with the first application for site plan or subdivision approval within each development area.

Notwithstanding the foregoing, the Developer and County acknowledge that the Land Use Plan as provided for in Exhibit B to the Agreement (i) is conceptual in nature and may be further refined by the parties, and (ii) that specifics regarding locations of roads, building areas and product types (e.g. multi-family, mixed-use, single family) may be moved within the areas generally depicted as A, B, F, and G. Unit density for each area (A, B, F, and G) is fixed and may not be transferred between Areas. Concept Development Plans for each area are expected to evolve and be presented in phases in the context of a more detailed master plan for each area. County approvals for these Concept Development Plans will typically be handled at the Staff or Planning Commission level and will not require amendment of the Development Agreement or Land Use Plan.”

3. Commencement of Development. Section 4.1 of the Development Agreement is amended in its entirety to read as follows:

4.1. Developer shall develop the subject property based upon the approved Land Use Plan. The Land Use Plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The Developer will begin construction on the designated project as soon as conditions allow, as determined by Developer in its reasonable business judgement, and will pursue project completion in good faith. See page 55 of Exhibit B.

4. Development Standards. Section 4.3 of the Development Agreement is amended in its entirety to read as follows:

4.3. The County will review more detailed development plans and will approve/issue Land Use, Conditional Use, and Building Permits based on compliance with applicable standards found in this Agreement, the Weber County Zoning Ordinance, Building Code and/or Health Regulations.

5. Density. Section 5.1 is amended to provide, in the first sentence, that the total residential and commercial density may be, but shall not exceed, 2,428 units. Further, Section 5.3 of the Development Agreement is amended in its entirety to read as follows:

“5.3 As provided in Section 5.1, the Developer shall be entitled to develop the Property with 2,428 units which may include condominiums, townhomes, single-family dwelling units, multi-family dwelling units, hotel rooms, corporate retreats, and other improvement listed and allowed in the DRR-1 Zone. In calculating the number of units hotel rooms shall count as the equivalent of one-third (1/3) of a single family dwelling unit. For example, a hotel containing 150 rooms and suites would utilize 50 units of density. Condominium units and other dwellings containing lock out rooms that can be separately rented shall be counted as one unit (including the lock out rooms). Lock out rooms shall not be considered to be a separate unit. Commercial development is allowed but does not utilize density units for Areas A and B, as referred to in the Development Agreement. Commercial development in Areas F and G, will utilize density at a rate of one (1) unit for every 5,000 square feet of commercial space developed. Workforce housing units do not count toward unit density. Skier services, equipment and storage buildings, offices, ticket facilities, ski school facilities, lodges and other skier facilities (including food and beverage outlets serving the needs of day skiers) do not count toward unit density. Parking areas, including underground parking within buildings, do not count toward unit density. In no case shall commercial density exceed 80,000 square feet in Area G. Commercial square footage in Area F shall be limited to the area shown as “Mixed Use” on the Land Use Plan.

The following Table 5.3 summarizes the manner of calculating the density utilized for each of the various components planned for development on the Property, and specifies the maximum number of density units allowed in each development area:

**TABLE 5.3 DENSITY AND DESCRIPTION**

<b>Type of Use</b>	<b>Density Equivalent</b>
Single-family Dwelling	1 unit
Multi-family Dwelling	1 unit per dwelling unit
Hotel Room	.33 unit
Workforce Housing Units	N/A. Does not count toward unit density.
Skier Services, Lodges and all Parking	N/A. Does not count toward unit density.
Commercial Square Footage Areas A and B	N/A. Does not count toward unit density.
Commercial Square Footage Areas F and G	1 unit per 5,000 square feet of improved commercial space

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<b>Development Area</b>	<b>Total Allowed Units</b>
Area A – Earl’s Village	1,579

Area B – The Forest	502
Area F – The Meadows	22
Area G – The Ranch	325

**TOTAL PROJECT DENSITY PERMITTED: 2,428 units**

Note: Total Units allowed in each Area are based on tables in Development Agreement Exhibit B – pages 66 and 68, and may be amended from time to time with the approval of the County Planning Commission, so long as the total units developed on the Property do not exceed 2,428.”

6. Default and Enforcement. Section 9.2.3 of the Development Agreement is hereby deleted in its entirety. While a request by the Developer seeking to void or materially alter any of the provisions of the Development Agreement will not, in itself, constitute a default hereunder, any request to amend the Development Agreement must be submitted to the County in writing and will not be effective unless and until such modification request is reviewed and approved by the County.

7. Current Compliance. As of the Effective Date, Developer and the County acknowledge and agree that there are no existing or continuing events of default by either party in the performance of such party’s duties and obligations under the Development Agreement. Further, the parties acknowledge and agree that the Development Agreement, as modified hereby, is in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written by a duly authorized representative of each of the parties hereto.

*[Signature pages to follow.]*

Weber County Corporation, a political subdivision of the State of Utah

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH )  
 ) ss:  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of the County Council of Weber County, State of Utah.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

Snowbasin Resort Company, a Wyoming corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, the \_\_\_\_\_ of Snowbasin Resort Company.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

**EXHIBIT A**

Description of the Property

## **EXHIBIT B**

### Area A - Conceptual Development Plans



# VILLAGE CONCEPT PLAN

## LONG TERM VISION

SNOWBASIN IS ACTIVELY PLANNING FOR FUTURE IMPROVEMENTS, REFINING DEVELOPMENT PLANS THAT WERE APPROVED IN 2011 IN WEBER COUNTY AND 2013 IN MORGAN COUNTY. THESE IMPROVEMENTS WILL ENHANCE THE SKIER EXPERIENCE AND ULTIMATELY HELP GROW SNOWBASIN TO A FOUR SEASON DESTINATION RESORT. THE LONG-TERM VISION OF THIS PLAN EXPANDS THE ACTIVE VILLAGE IN THE BASE AREA NEAR EARL'S LODGE AND INCLUDES THE FOLLOWING:

- NEW BASE AREA LIFTS
- INCREASED LEARNING TERRAIN
- RESIDENTIAL DEVELOPMENT
- EXPANSION OF DINING & SHOPPING
- ADDITIONAL OVERNIGHT ACCOMMODATIONS





# VILLAGE CONCEPT PHASE ONE COMPLETE 2024

SNOWBASIN IS ACTIVELY PLANNING FOR FUTURE IMPROVEMENTS, REFINING DEVELOPMENT PLANS THAT WERE APPROVED IN 2011 IN WEBER COUNTY AND 2013 IN MORGAN COUNTY. THESE IMPROVEMENTS WILL ENHANCE THE SKIER EXPERIENCE AND ULTIMATELY HELP GROW SNOWBASIN TO A FOUR SEASON DESTINATION RESORT. THE INITIAL FOCUS WILL BE CREATING AN ACTIVE VILLAGE AT THE EXISTING BASE AREA NEAR EARL'S LODGE AND INCLUDE THE FOLLOWING:

- NEW AND IMPROVED BASE AREA LIFTS
- RIDGELINE TERRAIN AND SNOWMAKING
- EXPANDED BASE AREA VILLAGE
- NEW HOTEL
- EXPANDED PARKING
- INFRASTRUCTURE UPGRADES

