

Ent 132297 Bk 313 Pg 321
Date: 25-JUN-2014 10:19:33AM
Fee: \$486.00 Credit Card
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: SNOWBASIN RESORT

A DEVELOPMENT AGREEMENT FOR THE
"SNOWBASIN RESORT"
MORGAN COUNTY, UTAH

APPROVED BY ORDINANCE CO-13-16
NOVEMBER 19, 2013

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A DEVELOPMENT AGREEMENT FOR THE SNOWBASIN RESORT
LOCATED IN MORGAN COUNTY, UTAH

This Development Agreement for the Snowbasin Resort (hereinafter “Development Agreement”) is approved this 19th day of November, 2013 with the adoption of Ordinance No. CO-13-16 by the duly elected County Council (hereinafter “County Council”) of Morgan County, Utah (hereinafter “County”), a political subdivision of the State of Utah whose address is 48 West Young Street, Morgan, Utah 84050 between the County and Snowbasin Resort Company, a Wyoming Corporation, (hereinafter “Owner”) whose address is 1821 Logan Avenue, Cheyenne, Wyoming, 82001. The Owner is the owner of certain real property, as identified by Exhibit A(1) (hereinafter “Subject Property”). The County Council is the legislative body of the County and approves this Development Agreement exercising its legislative authorities.

SECTION 1
FINDINGS

The County Council makes the following findings in approving this Development Agreement:

- 1.1 The Owner is every fee owner of the Subject Property, as identified by the property records maintained in the office of the Morgan County Recorder.
- 1.2 The Subject Property is approximately 7, 886 acres, as more particularly described by Exhibit A(1).
- 1.3 The Owner has previously developed certain areas of the Subject Property for various uses and activities.
- 1.4 The Owner desires to further develop the Subject Property to achieve a world-class four-season destination resort and provide additional recreational, residential, nonresidential, and other uses and activities on the Subject Property, as more fully identified herein.
- 1.5 On December 21, 2010 the County adopted the Morgan County General Plan (hereinafter “General Plan”) that established various public policies for the unincorporated areas of the County, including identifying the Subject Property as suitable for the creation of a Master Planned Community.
- 1.6 The County has adopted the Morgan County Land Use Management Code (hereinafter “Management Code”), a Land Use Ordinance of the County.
- 1.7 The Management Code provides various zoning districts, including the Multiple Use District (MU-160) and the Resort Special District (RSD), and divides the unincorporated areas of the



27a, County Land Use, Development, and Management Act, Utah Code Annotated, 1953, as amended (hereinafter “the Act”).

- 1.8 The Management Code also provides various standards and requirements for the establishment and operation of uses and activities allowed within each zoning district and further provides procedures and requirements for the division of all lands located within the County.
- 1.9 The Owner is contemplating presenting to the County various Land Use Applications to achieve the Snowbasin four-season destination resort, including necessary use and subdivision applications, with required supporting information and materials.
- 1.10 The Owner is committed to providing all uses and activities occurring on the Subject Property to the highest standards to create a high quality destination resort community and has proposed to develop the Subject Property consistent with a Schematic Development Plan (Conceptual Land Use Plan) (hereinafter “Land Use Plan”) provided by the Owner to the County, and attached hereto as Exhibit B.
- 1.11 The Owner has provided various supplemental information and materials to the County in support of this Development Agreement including “The Snowbasin Resort Master Plan Transportation Element,” December 2010, the “Snowbasin Cost Benefit Analysis: Morgan County,” September 20, 2011, the “Snowbasin Resort Infrastructure Master Plan,” December 3, 2010, and the “Report Landslide Hazard Services, Snowbasin Resort, Weber and Morgan Counties, Utah,” July 7, 2011. This information and reports shall be considered as supporting information to this Development Agreement and shall be considered as reference and guidance materials but are not incorporated into this Development Agreement. The information and materials identified by this paragraph shall remain on file in the offices of the County’s Planning and Development Services Department.
- 1.12 The Morgan County Planning Commission (hereinafter “Planning Commission”) has previously considered a zoning district designation for the Subject Property and has forwarded a recommendation to the County Council on September 12, 2013.
- 1.13 The County Council, acting as the County’s legislative body, and following the receipt of a Planning Commission recommendation may establish zoning district(s) for the Subject Property when such zoning district(s) are found to implement the County’s General Plan, appropriately balance the interests of private and public rights, and promote the orderly and appropriate development of the Subject Property.
- 1.14 The County Council is willing to approve this Development Agreement based on its determination that the Subject Property is large and requires a comprehensive and coordinated Land Use Plan, as

identified by the General Plan, for the establishment of all uses and activities occurring on the Subject Property, and to achieve the goals of the County and the Owner for a world-class, four-season destination resort.

- 1.15 The County Council finds that this Development Agreement contains provisions required by the Management Code, and as applicable to the Subject Property, including compliance with all requirements of Chapter 5 Article J, Management Code, including achieving the purposes of the Resort Special Districts.
- 1.16 This Development Agreement, and all Exhibits attached hereto, provides features necessary to meet the needs of the Subject Property, promotes the goals of the County and the Owner, and provides infrastructure, facilities, services, and other amenities, benefits, and improvements in a coordinated and timely manner.
- 1.17 The County Council is willing to approve a zone change for the Subject Property based on findings, as required by Chapter 5, Article J (Section 8-5J-2-E, Management Code), that the zoning map amendment and Land Use Plan, as represented by Exhibit B, and this Development Agreement:
 - 1.17.1 Conforms to applicable provisions of the County's General Plan.
 - 1.17.2 Conforms to applicable provisions of the Management Code.
 - 1.17.3 Will better preserve the property and neighborhood by integrated planning and design than would be possible under other zoning regulations.
 - 1.17.4 Development of the property will contribute positively to the county's long term economic stability, and
 - 1.17.5 The infrastructure plan will not be detrimental to the county's health, safety, and welfare.

SECTION 2 PURPOSES

The County Council approves this Development Agreement to advance the public goals and policies of the County and to promote coordinated, consistent, and efficient decision-making and administration for all matters contained in this Development Agreement including, but not limited to, the following:

- 2.1 To achieve the vision and goals of the County and Owner to create a world-class, four-season destination resort.



- 2.2 To achieve the goals and policies of the General Plan, including the creation of a Master Planned Community for the Subject Property.
- 2.3 To achieve the purposes of the Resort Special District zoning district “to permit a compatible, master planned mix of various types of residential and commercial land uses in combination with open space and recreational components on land that has characteristics that warrant customized development requirements” (Section 8-5J-1, Management Code).
- 2.4 To provide the Owner with certain confidences related to the development of the Subject Property, as allowed by the Resort Special District, subject to compliance all applicable Local, State, and Federal laws, rules and regulations.
- 2.5 To establish clarity related to the development standards and regulations applicable to the Subject Property.
- 2.6 To identify the responsibilities of the County and the Owner related to Land Use Applications for the Subject Property, and all portions thereof, the provision of necessary and required infrastructure and services, and the issuance of all necessary and related Land Use Permits and Building Permits.
- 2.7 To promote regular communication and coordination and to facilitate efficient decision-making by the County and the Owner on various matters related to the Subject Property and to achieve the goals and vision of the County and the Owner.
- 2.8 To facilitate communications and coordination with Local, State, and Federal agencies to the extent necessary to achieve the purposes of this Development Agreement and Land Use Plan.
- 2.9 To require and promote communication and coordination with all service providers as necessary, for the timely provision of necessary infrastructure, services, and amenities for the Subject Property.
- 2.10 To allow the Owner to voluntarily provide amenities, improvements, services, and facilities, as more fully described herein, for the benefit of the Subject Property, the County, and the Owner.

SECTION 3 APPROVAL

- 3.1 Upon receipt and full consideration of the Planning Commission’s recommendation on the zoning district designation for the Subject Property, and in consideration of the mutual goals of

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the County and the Owner, including, but not limited to, providing a coordinated Land Use Plan for the Subject Property, and the creation of a world-class four-season destination resort, the County Council approves this Development Agreement with findings and purposes, as provided and incorporated herein by this reference.

SECTION 4
SUBJECT PROPERTY DESIGNATION, PROVISIONS, AND REQUIREMENTS

4.1 MANAGEMENT CODE DESIGNATION

- 4.1.1 The Subject Property is identified as “Master Planned Community” by the General Plan.
- 4.1.2 Prior to the approval and execution of this Development Agreement the Subject Property was located within a Multiple Use (MU-160) District, Chapter 5, of the Management Code.
- 4.1.3 Consistent with the General Plan, and upon the execution of this Development Agreement by the County and the Owner, and upon the completion of all noticing as required by law and recordation of this Development Agreement in the Office of the Morgan County Recorder, the Subject Property shall be identified as a Resort Special District (RSD) of the Management Code, such zoning district being specifically identified as Resort Special District – Snowbasin (“RSD-Snowbasin”), such district to remain in place and in effect during the term of this Development Agreement, unless changed by affirmative action of the County Council, complying with all procedural and noticing requirements of Utah law as required for a Land Use Ordinance amendment.
- 4.1.4 The County and the Owner agree that various Land Use Application approvals, Land Use Permits, and Building Permits will be required to implement this Development Agreement. All Land Use Applications shall be reviewed and decided by the County, and all Land Use Permits and Building Permits shall comply with all requirements of this Development Agreement and the Management Code, as applicable.

4.2 CONCEPTUAL LAND USE PLAN AND DENSITY ENTITLEMENTS

- 4.2.1 Exhibit B identifies the conceptual location of all uses proposed for the Subject Property.
- 4.2.2 Exhibits B-1, B-2, B-3 and B-4 provide more detailed information for each Development Area including the maximum number of Residential Dwelling Units (“RDUs”) available to each Development Area and the general location of open spaces, roads, and streets.
- 4.2.3 The County and the Owner agree that all Land Use Application approvals and all Land Use Permits and Building Permits shall be found to be consistent with Exhibits B-1, B-2, B-3, and



B-4, including the size and location of all use areas.

4.2.4 The County and the Owner agree that trails and open spaces will be provided, as required by Section 5.7 and Section 5.8 when:

- a. Open spaces and trails are identified within the property boundary of a Land Use Application; or
- b. Open spaces and trails are identified immediately adjacent to the property boundary of a Land Use Application; or
- c. Open spaces and trails are identified providing a connection from the property contained within the Land Use Application to other property.

4.2.5 Consistent with the maximum RDUs available to each Development Area, as identified by Exhibits B-1, B-2, B-3 and B-4, and subject to compliance with the requirements of this Development Agreement, specifically Section 4.3.2 and Section 4.3.3, the Owner may establish a maximum of 2,447 RDUs, as defined herein, on the Subject Property.¹

4.2.6 The County and the Owner agree that no RDUs shall be transferred from one Development Area to another Development Area unless an amendment to this Development Agreement is approved, as required by Section 9.5.2 herein.

4.2.7 Subject to compliance with the requirements of this Development Agreement, and specifically Section 4.3.2 and Section 4.3.3, the Owner may establish nonresidential uses on the Subject Property, as identified by Exhibits B-1, B-2, B-3, and B-4 and Exhibit C, without any maximum square footage limitations.

4.2.8 The Land Use Plan (Exhibit B) and Exhibits B-1, B-2, B-3, and B-4, may be modified by mutual agreement by the County and the Owner from time-to-time, as additional

¹ **Residential Dwelling Unit (RDU):** A building, or portion thereof, containing one (1) or more rooms and one (1) kitchen and including areas for living and sleeping, designed to be used for human occupancy, complying with all provisions of the Building Codes and County's Land Use Ordinances. For example, a Two-Family Dwelling Unit contains two RDUs.

For the purposes of this Development Agreement one (1) RDU shall include and consist of Dwelling, Accessory; Bed & Breakfast Inn; Dwelling, Condominium; Dwelling, Manufactured Home; Dwelling, Single-Family; and Dwelling, Townhome. Each separate unit contained within Dwelling, Multiple-Family shall be one (1) RDU.

For the purposes of this Development Agreement the following uses shall not be included in and are in addition to the total 2,447 RDUs available to the Subject Property: Dwelling, Condominium Rental Apartment; Dwelling, Resort Workforce Housing; Hotels; Motels; Lock-out Sleeping Rooms; Vacation Ranch, or Yurt.

information becomes available or as circumstances change, by complying with the procedures applicable to a Development Agreement amendment, as provided by Section 9.5.2 herein.

4.3 ALLOWED USES

- 4.3.1 Subject to compliance with the terms of this Development Agreement, the Owner may establish the uses and activities on the Subject Property, and any portion thereof, as identified by Exhibits B-1, B-2, B-3, and B-4 and Exhibit C, and in compliance with the applicable review and approval procedures, as identified by Exhibit D.
- 4.3.2 Notwithstanding Section 4.2.5 and Section 4.2.7, the maximum number of RDUs and the total amount of nonresidential uses permitted on the Subject Property shall be determined by the existing, or planned, capacity of;
- a. Culinary water facilities and services.
 - b. Sanitary sewer facilities and services.
 - c. Fire protection facilities and services.
 - d. Storm drainage and flood control facilities and services; and
 - e. Transportation facilities.
- 4.3.3 The determination of available, or planned, capacity for each item contained in Section 4.3.2 shall be made by the applicable Authority, as defined herein, and in consultation with the Owner and the service provider, as applicable, and based on level of service standards as established by Federal, State, or Local agencies, as applicable.
- 4.3.4 Except for Section 4.3.2 and Section 4.3.3 and all applicable Federal, State, and Local laws found necessary to protect the public health and safety, nothing in this Development Agreement shall be interpreted to modify or limit the density and use entitlements provided by Section 4.2.5 and Section 4.2.7.

4.4 CONFIGURATION ENTITLEMENTS AND OTHER REQUIREMENTS

- 4.4.1 The Owner has provided a Recreation Facilities Plan and Open Space and Trail System Plan. The Recreation Facilities Plan and the Open Space and Trail System Plan are conceptual in nature and may change from time-to-time by mutual agreement of the County and the Owner as additional site specific information becomes available, or as circumstances change.

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- 4.4.2 Nothing in this Development Agreement shall be interpreted to limit the County and the Owner from mutually agreeing to modify or amend the Recreation Facilities Plan as more site specific information becomes available, or as circumstances change.
- 4.4.3 Nothing in this Development Agreement shall be interpreted to limit the County and the Owner from mutually agreeing to modify or amend the Open Space and Trail System Plan, as additional site specific information becomes available, or as circumstances change, provided that at no time shall less than 6,300 acres of the Subject Property be identified as open space for open spaces uses, as required by Section 4.7.2.

4.5 USE, DENSITY, AND CONFIGURATION REPORTING AND MONITORING

- 4.5.1 The County and the Owner agree that it is appropriate and necessary that an accurate record be maintained detailing the number of RDUs approved for each Development Area and the number of RDUs remaining available to each Development Area. The County and the Owner therefore agree that each Land Use Application presented to a Land Use Authority, as applicable, shall be accompanied by a Land Use Application Summary Information Table. All Land Use Application Summary Information Tables shall provide and include, at a minimum, the information identified and required by Exhibit L herein.

4.6 DEVELOPMENT AGREEMENT, BUILDING CODES, ENGINEERING AND CONSTRUCTION STANDARDS, AND HEALTH CODES, AS ADOPTED TO APPLY.

The review and approval of all Land Use Applications, and the issuance of all Land Use Permits and Building Permits for the Subject Property, or portion thereof, shall be found to comply with the following:

- 4.6.1 All Land Use Permits shall comply with all requirements of this Development Agreement.
- 4.6.2 All Building Permits shall comply with all requirements of the County's Building Codes, as applicable, and in effect at the time a Building Permit Application is determined complete, as provided by the Act.
- 4.6.3 All Land Use Permits shall comply with the requirements of the adopted Management Code, as may be applicable, and not expressly provided by this Development Agreement, but shall not be interpreted or applied so as to modify or limit the density and use entitlements provided by Section 4.2.5 and Section 4.2.7 herein.
- 4.6.4 All Land Use Permits shall comply with all County engineering and construction standards, as applicable, and in effect at the time a Land Use Application is determined complete, as provided by the Act.



4.6.5 All Land Use Permits, and all Building Permits, shall comply with all requirements of the Weber-Morgan Health Department, as applicable, and in effect at the time a Land Use Permit and/or Building Permit is issued.

4.7 **PROVISION OF REQUIRED INFRASTRUCTURE AND SERVICES, LAYOUT, AND DESIGN STANDARDS.** The County acknowledges the Owner is proposing to complete the Land Use Plan in phases. The County and the Owner mutually agree as follows:

4.7.1 The exact location and the accurate legal description of each Development Area shall be determined by the Owner, based on the logical and efficient extension of all necessary infrastructure and services at the time a Land Use Application is determined complete, as provided by the Act.

4.7.2 The Land Use Plan (Exhibit B) and Open Space and Trail System Plan (Exhibit F) identifies various open space areas. Open space areas, including ski and golf-related parcels, shall be permanently preserved concurrent with Land Use Application approvals and Land Use Permit issuance, as provided by Section 4.7.3. At no time shall less than 6,300 acres of the Subject Property be identified as open space for open spaces uses.

4.7.3 The Owner agrees to provide trails, open spaces, and other recreational facilities and amenities concurrent with Land Use Application approvals, and at a rate commensurate with achieving the goal of a world-class, four-season destination resort, as required by Section 4.2, Section 5.7 and Section 5.8.

4.7.4 The Site Planning and Development Standards, contained in Exhibit G, shall apply to the Subject Property, or any portion thereof.

4.7.5 The Off-Street Parking Standards, contained in Exhibit H, shall apply to the Subject Property, or any portion thereof.

4.8 **TIMING OF DEDICATIONS AND EASEMENTS, FINAL IMPROVEMENT ACCEPTANCE, AND GUARANTEES**

4.8.1 All dedications, easements, acceptances, and guarantees associated with any infrastructure, facilities, or service improvements required, or provided, by the Owner to the County, or other entity, and required by this Development Agreement or any Land Use Application approval or Land Use Permit shall comply with the requirements of this Development Agreement to the County, or the requirements of the other entity for such dedication, easement, acceptance, and/or guarantee.

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shall be provided by the Owner to the County, or other agency, as applicable, concurrent with Land Use Permit issuance or at another time as mutually agreed by the County or other agency, and the Owner.

- 4.8.3 The final improvement acceptance of all transportation facilities to be owned, operated, and maintained by the County, including roads, streets, appurtenant facilities, and public use trails shall be no sooner than two (2) years, but as soon thereafter as practicable, after their final construction as required by Section 5.6.2.
- 4.8.4 The Owner agrees to covey, where permissible, to the County, or other agency, as applicable, all warranties accruing to the Owner and arising out of infrastructure, facilities, or service construction or installation at the time of final improvement acceptance of such by the County, or other agency, as applicable.

SECTION 5
REQUIRED INFRASTRUCTURE, FACILITIES AND SERVICES AND COUNTY AND OWNER
RESPONSIBILITIES

5.1 CULINARY WATER FACILITIES AND SERVICES

5.1.1 The County agrees as follows:

- a. To identify and recognize the culinary water provider, established by the Owner, and as provided for by the laws and rules of the State of Utah, as the culinary water service provider for the Subject Property, or any portion thereof.
- b. To identify and recognize the County Engineer, or the County Engineer and the Utah Department of Environmental Quality (hereinafter "DEQ") working cooperatively together, as the Culinary Water Authority, as provided and required by the Act.
- c. To receive from the County Engineer, or the County Engineer and DEQ working cooperatively together, a written approval of the feasibility of the proposed culinary water system including water rights and sources, systems and facilities for pumping, storage, and distribution for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To require the County Engineer, and as coordinated with the County Building Official, to represent the County during the construction and installation of all culinary water infrastructure and facilities, to conduct necessary construction inspections, and to provide any reporting to the County and the Owner.

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- e. If a determination is made by the State Engineer that water usage by uses and activities located on the Subject Property, or any portion thereof, is negatively impacting the water rights of other water users, the County will require the Owner to comply with all corrective actions as required by the State Engineer.
- f. To comply with all applicable Local, State, and Federal laws, rules and regulations for culinary water facilities, services, quality standards and controls, as may be applicable to the County.

5.1.2 The Owner agrees as follows:

- a. To create a culinary water provider, as provided for by the applicable laws and rules of the State of Utah, as the culinary water service provider for the Subject Property.
- b. To be subject to all fees and charges, as may be lawfully established and imposed by the culinary water provider.
- c. To comply with the requirements for the construction, installation, operation, and maintenance of all culinary water facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To comply with all reasonable and applicable requirements of the County Engineer during the construction and installation of all culinary water infrastructure and facilities.
- e. To comply with all lawful and applicable orders of the State Engineer.
- f. To comply with all applicable Local, State, and Federal laws, rules and regulations for culinary water facilities, services, quality standards and controls, as may be applicable to the culinary water provider or the Owner.

5.2 SANITARY SEWER FACILITIES AND SERVICES

5.2.1 The County agrees as follows:

- a. To identify and recognize the sanitary sewer provider, established by the Owner, and as provided for by the laws and rules of the State of Utah, as the sanitary sewer provider for the Subject Property, or any portion thereof.
- b. To identify and recognize the County Engineer, or the County Engineer and DEQ working cooperatively together, as the Sanitary Sewer Authority, as provided and required

by the Act.

- c. To receive from the County Engineer, or County Engineer and DEQ working cooperatively together, a written approval of the feasibility of the proposed sanitary sewer system including collection and treatment for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To require the County Engineer, as coordinated with the County Building Official, to represent the County during the construction and installation of all sanitary sewer infrastructure and facilities, to conduct necessary construction inspections, and to provide any reporting to the County and the Owner.
- e. To comply with all applicable Local, State, and Federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls, as may be applicable to the County.

5.2.2 The Owner agrees as follows:

- a. To create a sanitary sewer provider, as provided for by the applicable laws and rules of the State of Utah, as the sanitary sewer service provider for the Subject Property.
- b. To be subject to all fees and charges, as may be lawfully established and imposed by the sanitary sewer provider.
- c. To comply with the requirements for the construction, installation, operation, and maintenance of all sanitary sewer facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To comply with all reasonable and applicable requirements of the County Engineer during the construction and installation of all sanitary sewer infrastructure and facilities.
- e. To comply with all lawful and applicable orders of DEQ.
- f. To comply with all applicable Local, State, and Federal laws, rules and regulations for sanitary sewer facilities, services, quality standards and controls, as may be applicable to the sanitary sewer provider or the Owner.

5.3 FIRE PROTECTION FACILITIES AND SERVICES



5.3.1 The County agrees as follows:

- a. To identify and recognize the Mountain Green Fire District, (“Fire District”) as the fire protection and fire suppression service provider for the Subject Property.
- b. To identify and recognize the Fire District or Fire Warden as the Fire Authority, as provided and required by the Act.
- c. To receive from the Fire District or Fire Warden a written approval of the feasibility of the proposed fire protection and suppression facilities for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To allow the Fire District or Fire Warden during the construction and installation of all fire protection and fire suppression services to conduct necessary construction inspections, and to provide any reporting to the County and the Owner.
- e. To comply with all applicable Local, State, and Federal laws, rules and regulations for fire protection and suppression facilities, as may be applicable to the County.

5.3.2 The Owner agrees as follows:

- a. To be subject to all fees and charges, as may be lawfully established and imposed by the Fire District.
- b. To provide to the Fire District or Fire Warden for review, and approval as necessary, all fire protection and mitigation plans as may be required by the Fire District.
- c. To comply with the requirements for the construction, installation, operation, and maintenance of all fire protection and suppression facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To comply with all reasonable and applicable requirements of the Fire District or Fire Warden and Culinary Water Authority during the construction and installation of all fire protection and suppression facilities.
- e. To comply with all lawful and applicable orders of the State Fire Marshall.

- f. To comply with all applicable Local, State, and Federal laws, rules and regulations for fire protection and fire suppression facilities, services, quality standards and controls, as may be applicable to the Owner.

5.4 EMERGENCY MEDICAL SERVICES AND FACILITIES

5.4.1 The County agrees as follows:

- a. To identify and recognize the Morgan County Emergency Services/Ambulance Department as the emergency medical services authority and provider for the Subject Property.
- b. To receive from the Morgan County Emergency Services/Ambulance Department the review and written recommendations for emergency medical service and facilities for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- c. To comply with all applicable Local, State and Federal laws, rules and regulations for emergency medical facilities, services, quality standards and controls, as may be applicable to the County.

5.4.2 The Owner agrees as follows:

- a. To be subject to all fees and charges, as may be lawfully established and imposed by the Morgan County Emergency Services/Ambulance Department.
- b. To comply with all requirements of any Land Use Application approvals granted by a County Land Use Authority, as applicable, and necessary for compliance with any Local, State and Federal laws, rules and regulations for emergency medical facilities, services, quality standards and controls, as may be applicable to the County.
- c. To comply with all applicable Local, State and Federal laws, rules and regulations for emergency medical facilities, services, quality standards and controls, as may be applicable to the Owner.

5.5 STORM DRAINAGE AND FLOOD CONTROL FACILITIES AND SERVICES

5.5.1 The County agrees as follows:

- a. To identify and recognize the Owner as the storm drainage and flood control provider for the Subject Property.

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- b. To identify and recognize the County Engineer as the Storm Drainage and Flood Control Authority.
- c. To receive from the County Engineer a written recommendations of the feasibility of the proposed storm drainage and flood control facilities including collection, transportation, detention and retention improvements, and other storm drainage and flood control facilities and services for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- d. To require the County Engineer to represent the County during the construction and installation of all storm drainage and flood control infrastructure and facilities, to conduct necessary construction inspections, and to provide any reporting to the County and the Owner.
- e. To require the implementation of a valid Storm Water Pollution Prevention Plan for the Subject Property, or any portion thereof, as prepared by Owner, and approved by the DEQ.
- f. To comply with all applicable Local, State, and Federal laws, rules and regulations for storm drainage and flood control facilities, services, quality standards, and controls, as may be applicable to the County.

5.5.2 The Owner agrees as follows:

- a. To be subject to all fees and charges, as may be lawfully established and imposed by the County for storm drainage and flood control facilities and services.
- b. To provide the required storm drainage and flood control facilities and services for the Subject Property, or any portion thereof.
- c. To prepare and obtain the approval of DEQ of a valid Storm Water Pollution Prevention Plan for the Subject Property, or any portion thereof, as may be required by DEQ, and to provide a copy of the approved plan to the County Engineer.
- d. To comply with the applicable requirements for the construction, installation, operation, and maintenance of all storm drainage and flood control facilities, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- e. To comply with all reasonable and applicable requirements of the County Engineer

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during the construction and installation of all storm drainage and flood control facilities.

- f. To comply with all lawful and applicable orders of DEQ.
- g. To comply with all applicable Local, State, and Federal laws, rules and regulations for storm drainage and flood control facilities, services, quality standards and controls, as may be applicable to the Owner.

5.6 TRANSPORTATION FACILITIES

5.6.1 **UTAH STATE ROUTE 167 AND OLD HIGHWAY 40.** The primary vehicular access to the Subject Property is via Utah State Route 167, Trappers Loop Road, and Old Highway 40.

- a. The County agrees as follows:
 - i. To identify and recognize the State of Utah Department of Transportation (hereinafter “UDOT”) as the authority responsible to design, construct, improve, and manage Utah State Route 167 and Old Highway 40.
 - ii. As applicable, to receive from UDOT all written recommendations related to the design, construction, improvements, or management of Utah State Route 167 and Old Highway 40 prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
 - iii. To comply with all applicable Local, State, and Federal laws, rules and regulations for Utah State Route 167 and Old Highway 40, as may be applicable to the County.
- b. The Owner agrees as follows:
 - i. To recognize and protect the location of Utah State Route 167 and Old Highway 40 in the planning and implementation of the Land Use Plan, unless the location is modified or changed by UDOT, in which case the modified or change location shall be recognized.
 - ii. To comply with the applicable requirements of UDOT for Utah State Route 167 and Old Highway 40, as may be required by UDOT, or a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
 - iii. To comply with all lawful and applicable orders of UDOT.
 - iv. To comply with all applicable Local, State, and Federal laws, rules and regulations for

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Utah State Highway 167 and Old Highway 40, as may be applicable to the Owner.

5.6.2 ROADS, STREETS, AND APPURTENANT FACILITIES PROPOSED TO BE OWNED, MANAGED, AND MAINTAINED BY THE COUNTY. Various roads, streets, and appurtenant facilities on the Subject Property, or any portion thereof, may be proposed to be owned, managed, and maintained by the County.

a. The County agrees as follows:

- i. To recognize, preserve, and protect all established legal public rights-of-way and public rights of access to public or private properties adjacent to the Subject Property, or any portion thereof.
- ii. To provide design standards and construction specifications for the types of roads and streets and appurtenant facilities that recognize the topography and natural setting of the Subject Property, as provided by Exhibit I herein.
- iii. To identify and recognize the County Engineer as the Transportation Authority with the responsibility to review all roads, streets, and appurtenant facilities proposed to be owned, managed, and maintained by the County.
- iv. To require, as practicable, that the location of all roads, streets, and appurtenant facilities, and proposed to be dedicated to the County to avoid areas of known geologic hazards, as identified by Exhibit J herein.
- v. To receive from the County Engineer a written recommendation of the plans and construction specifications of all roads, streets, and appurtenant facilities proposed to be dedicated to the County, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- vi. To require the County Engineer to represent the County during the construction and installation of all road, street and appurtenant facilities, to conduct necessary construction inspections, and to provide necessary reporting to the County and the Owner.
- vii. To accept the dedication of the right-of-way only concurrent with Land Use Permit issuance but to delay the final improvement acceptance until two (2) years, or as soon thereafter as practicable, and after the completion of all final construction, as also provided by Section 4.8.3 herein, and in compliance with Section 5.6.2(a)(viii) below.
- viii. No sooner than two (2) years, but as soon thereafter as practicable, and after all final

construction, to receive the final improvement acceptance of all roads, streets, and appurtenant facilities designed and constructed, as provided by Exhibit I, subject to the following:

1. A determination is made by the County that revenues generated by the Subject Property, or any portion thereof, are sufficient to permit the County to own, manage, and maintain said roads, street, and appurtenant facilities without imposing inordinate liabilities on the County; and
 2. The County Engineer determines the said roads, streets and appurtenant facilities meet all standards for acceptance by the County.
- ix. To comply with all applicable Local, State, and Federal laws, rules and regulations for public roads, streets and appurtenant facilities, as may be applicable to the County.
- b. The Owner agrees as follows:
- i. To recognize, preserve, and protect all established legal public rights-of-way and public rights of access and all legal accesses to public or private properties adjacent to the Subject Property, or any portion thereof.
 - ii. To comply with the design standards for all roads, streets, and appurtenant facilities, as provided by Exhibit I herein.
 - iii. As practicable, to locate all roads, streets, and appurtenant facilities proposed to be dedicated to the County to avoid areas of known geologic hazards, as identified by Exhibit J herein.
 - iv. To comply with all reasonable requirements of the County Engineer during the construction and installation of all road, street and appurtenant facilities.
 - v. To present for dedication the right-of-way only concurrent with Land Use Permit issuance.
 - vi. To own, manage, and maintain all roads, streets and appurtenant facilities until such time as said roads, streets, and appurtenant are accepted by the County which shall be no sooner than two (2) years after the completion of all final construction.
 - vii. To present for acceptance the final construction plans at the time of final improvement acceptance by the County, including all warranties accruing to the



Owner.

- viii. To be subject to all fees and charges, as may be lawfully established and imposed by the County for roads, streets, and appurtenant facilities and services.
- ix. To comply with all applicable Local, State, and Federal laws, rules and regulations for public roads, streets and appurtenant facilities, as may be applicable to the Owner.

5.6.3 NON-PUBLIC RIGHTS-OF-WAY INCLUDING ROADS, STREETS, AND APPURTENANT FACILITIES. In addition to Utah State Route 167, Old Highway 40, and public roads, streets, and appurtenant facilities to be owned, managed, and maintained by the County, the Owner may construct other non-public roads, streets, and appurtenant facilities. For such non-public roads, streets, and appurtenant facilities, and not qualifying for ownership by UDOT, or the County, the County and the Owner agree as follows:

- a. For all roads, streets, and appurtenant facilities not qualifying for ownership by UDOT, or the County, as a public road, street, or appurtenant facility, as provided by Section 5.6.1 or Section 5.6.2, such roads, streets, and appurtenant facilities shall be private roads, streets, and appurtenant facilities and shall remain owned and controlled by the Owner, or other private body organized by the Owner, with all obligations for such private roads, streets, and appurtenant facilities, including maintenance and snow removal, remaining with the Owner, or other private body organized by the Owner.
- b. UDOT, or the County, shall have no obligations related to any private roads, streets, and appurtenant facilities, now or in the future, located on the Subject Property, or any portion thereof.

5.7 TRAILS. Various public and private trails are proposed by the Owner on the Subject Property, or portions thereof. For those trails intended to be available for access and use by the public (hereinafter “Public Use Trails”) the County and the Owner agree as follows:

5.7.1 PUBLIC USE TRAILS

- a. The County agrees:
 - i. To allow the Owner to propose trails to be designed and constructed for public use and to be accepted by the County or other entity with authority and ability.
 - ii. To provide design standards for all Public Use Trails, as provided by Exhibit K herein.

- iii. To receive from the County's Planning and Development Services Department Director a written recommendation of all proposed Public Use Trails prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
 - iv. To require the County Engineer to represent the County during the construction and installation of all public use trails, to conduct necessary construction inspections, and to provide any reporting to the County and the Owner.
 - v. To accept the right-of-way of public use trails concurrent with Land Use Permit issuance, as provided by Section 4.2.4 and Section 4.8.2 but to delay the final improvement acceptance until two (2) years, or as soon thereafter as practicable, and after the completion of final construction, as also provided by Section 4.8.2 and in compliance with Section 5.7.1(a)(vi) below.
 - vi. No sooner than two (2) years after final construction, to receive the final improvement acceptance of all Public Use Trails designed and constructed, as provided by Exhibit K, subject to the following:
 1. A determination is made by the County that revenues generated by the Subject Property, or any portion thereof, are sufficient to permit the County to own, manage, and maintain said Public Use Trails without imposing inordinate liabilities on the County; and
 2. The County Engineer determines the said Public Use Trails meet all standards for acceptance by the County.
 - vii. To comply with all applicable Local, State, and Federal laws, rules and regulations for public use trails, as may be applicable to the County.
- b. The Owner agrees as follows:
- i. To provide Public Use Trails for the Subject Property, or any portion thereof, as may be required by the County.
 - ii. To comply with the design requirements for all public use trails, as provided by Exhibit K, herein.
 - iii. To comply with all reasonable and applicable requirements of the County Engineer during the construction and installation of all public use trails.



- iv. To own, manage, and maintain all Public Use Trails until such time as said Public Use Trails are accepted by the County which shall be no sooner than two (2) years after the completion of all final construction.
- v. To present for acceptance the final construction plans at the time of final improvement acceptance by the County, including all warranties accruing to the Owner.
- vi. To be subject to all fees and charges, as may be lawfully established and imposed by the County for public use trail facilities and services.
- vii. To comply with all applicable Local, State, and Federal laws, rules and regulations for public use trails, as may be applicable to the Owner.

5.7.2 PRIVATE TRAILS

- a. For all trails not qualifying for ownership by the County as a Public Use Trail, as provided by Section 5.7.1, such trails shall be determined to be private trails and shall remain owned and controlled by the Owner, or other private body organized by the Owner, with all obligations for such private trails remaining with the Owner, or other private body organized by the Owner.
- b. The County shall have no obligations related to any private trail, now or in the future, located on the Subject Property, or any portion thereof.

5.8 OPEN SPACE. Consistent with the vision and goals of the County and Owner to create a world-class, four-season destination resort, an important element of the Land Use Plan is the preservation of significant open space areas. The Owner is proposing that approximately 6,300 acres of the Subject Property be preserved as open space, as identified by Exhibit F, which includes ski terrain and golf course areas. Other areas will be preserved for uses including trails and to preserve the natural landscapes occurring on the Subject Property. To achieve the goals of the County and the Owner that include the realization of a world-class, destination four-season resort, that includes providing areas for active and passive recreational activities, the County and the Owner agree as follows:

- 5.8.1 At no time shall less than 6,300 acres of the Subject Property be identified as open space for open spaces uses, as provided by Section 4.7.2 herein.
- 5.8.2 Open space areas, as identified by the Land Use Plan (Exhibit B), Exhibits B-1, B-2, B-3 and B-4, and Open Space and Trails System Plan (Exhibit F), shall be limited to the following uses

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- a. Conservation of land in its natural state.
 - b. Passive uses, including but not limited to, sensitive area protection, wildlife habitat, and view protection.
 - c. Active recreational uses, including but not limited to, ski terrain, golf course, playing fields, and trails.
 - d. Storm water detention and retention areas.
 - e. Above and below grade utility service facilities and easements.
 - f. Wastewater treatment and water supply facilities.
 - g. Roads, streets, and appurtenant facilities, approved as part of a land use application approval.
 - h. Fencing, when the County and the Owner determine necessary for the particular use, purpose, or location of the open space area.
- 5.8.3 Open space areas shall be permanently preserved in a logical and systematic manner and concurrent with Land Use Application approvals, as determined appropriate and necessary by the Land Use Authority, as applicable, and the Owner.
- 5.8.4 As Land Use Applications for the Subject Property, or any portion thereof, are reviewed by the County Land Use Authority, as applicable, all open spaces areas shall be found to:
- 5.8.5 Be designed as a part of a larger continuous and integrated open space system to ensure that an interconnected network of open space areas is provided for the Subject Property.
- 5.8.6 Provide necessary maintenance and emergency access(es).
- 5.8.7 All areas proposed as open space shall be permanently restricted for the use through a permanent open space reservation instrument, as mutually determined by the County and the Owner. The permanent open space reservation instrument shall be approved by the County and recorded concurrent with final Land Use Application approval.
- 5.8.8 All permanent open space reservation instruments shall comply with the laws of the State of

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Utah, as applicable, and shall include, at a minimum, the following terms and conditions;

- a. Legal description of the areas to be reserved.
- b. The legal entity responsible for open space ownership.
- c. The legal entity responsible for open space reservation, preservation, and/or protection.
- d. The legal entity responsible for all open space maintenance.
- e. Permanent duration.
- f. All allowed uses.
- g. All prohibited uses.
- h. All enforcement rights and procedures.
- i. All necessary corrective actions and default provisions, as may be determined necessary.

5.9 WILDLIFE AND WILDLIFE HABITAT PROTECTION

5.9.1 The County agrees as follows:

- a. To identify and recognize the State of Utah Department of Natural Resources – Division of Wildlife (hereinafter “DWR”) as the wildlife and wildlife habitat protection authority for the Subject Property.
- b. To comply with all applicable Local, State and Federal laws, rules and regulations for wildlife and wildlife habitat protection as may be applicable to the County.

5.9.2 The Owner agrees as follows:

- a. To recognize all wildlife habitat protection areas as may be identified by the DWR.
- b. To comply with all applicable requirements for wildlife and wildlife habitat protection, as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.



- c. To comply with all applicable Local, State, and Federal laws, rules, and regulations for wildlife and wildlife habitat protection as may be applicable to the Owner.

5.10 WATER QUALITY PROTECTION

5.10.1 The County agrees as follows:

- a. To identify and recognize DEQ as the water quality protection authority for the Subject Property, or any portion thereof.
- b. To receive from DEQ any recommendations for water quality protection for the Subject Property, or any portion thereof, prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- c. To require the Owner to take all necessary water quality protection actions, as may be required by DEQ.
- d. To require the Owner to adopt all necessary water quality protection best management practices, as applicable, for the Subject Property, or any portion thereof.
- e. To comply with all applicable Local, State, and Federal laws, rules and regulations for water quality protection and controls as may be applicable to the County.

5.10.2 The Owner agrees as follows:

- a. To comply with the applicable requirements for water quality protection as may be required by a County Land Use Authority for the approval of a Land Use Application and the issuance of a Land Use Permit.
- b. To comply with all applicable Local, State, and Federal laws, rules, and regulations for water quality protection as may be applicable to the Owner.

5.11 OTHER REQUIRED ON-SITE AND OFF-SITE FACILITIES AND SERVICES

5.11.1 The County and the Owner mutually agree as follows:

- a. The Owner shall provide written evidence to the County that all other facilities and services required to serve the Subject Property, or any portion thereof, including, but not limited to, solid waste, emergency medical facilities and services, mail, power, gas, telephone, cable, and internet will be provided and available at the required capacities

- prior to the approval of a Land Use Application and the issuance of a Land Use Permit.
- b. The Owner, or applicable service provider, shall provide all other required facilities and services to the Subject Property, or any portion thereof, at no cost to the County.
 - c. As allowed by the provider, and as applicable, all other facilities and services shall be installed and constructed underground within road and street rights-of-way or legally established easements, and in conformance with all standards, specifications and regulations agreed to by the facility or service provider.
 - d. If located within a road or street right-of-way the installation and construction of all other facilities and services shall be completed prior to final road and street construction, as feasible.
 - e. All required off-site facilities and services required to serve the Subject Property, or any portion thereof, shall be provided by the Owner or service provider, at the capacities required to serve the Subject Property, or any portion thereof, and in compliance with all applicable standards and specifications of all Local, State and Federal laws, rules, and regulations, as may be applicable.
 - f. In the event that any off-site facilities and services are provided by the Owner at capacities in excess of that required to serve the Subject Property, or any portion thereof, the County, acting in its sole discretion, may enter into a Reimbursement Agreement with the Owner, subject to all applicable County ordinances.

SECTION 6 BEST MANAGEMENT PRACTICES

The Owner agrees to apply best management practices to all uses and activities occurring on the Subject Property, and any portion thereof, including but not limited to, the following:

- 6.1 Transportation and Traffic Mitigation. The County shall retain the right, as part of any Land Use Application, to require and define the scope of a traffic analysis that can be used to verify representations made in the Snowbasin Resort Master Plan Transportation Element (hereinafter "Transportation Plan"). In the event the County suspects, on a reasonable and identifiable basis, a drop in a Level of Service (hereinafter "LOS") standard that exceeds the tolerances defined in Transportation Plan the Owner agrees to investigate the traffic volumes, utilizing a qualified traffic consultant, to determine the existing LOS at subject intersections and road and street links, to determine the impacts attributable to the Subject Property, or any portion thereof, and provide transportation and traffic mitigation actions designed to return LOS to the standard as identified by the Transportation Plan.



- 6.2 Geologic Hazards. The Owner agrees to comply with all applicable requirements of the County related to geologic issues and to establish and to require geologic best management practices, as may be identified by the County, the Owner, State or Federal agency for the Subject Property, or any portion thereof including, but not limited to, conducting site specific geologic hazard studies.
- 6.3 Soil Protections and Erosion Control. The Owner agrees to establish and require soils and erosion control best management practices, as may be identified by the County, the Owner, State or Federal agency for the Subject Property, or any portion thereof.
- 6.4 Avalanche Areas. While no known avalanche areas have been identified the Owner agrees to establish best management practices, as may be identified by the County, the Owner, State or Federal agency for the Subject Property, or any portion thereof.
- 6.5 Vegetation Protection. The Owner agrees to establish and require vegetation best management practices, as may be identified by the County, the Owner, State or Federal agency for the Subject Property, or any portion thereof.
- 6.6 Water Quality Protection. The Owner agrees to establish surface and ground water quality protections, as may be identified by the County, the Owner, State or Federal agency for the Subject Property, or any portion thereof.
- 6.7 Air Quality Protection. The Owner agrees to establish and require air quality protection practices, as may be identified by the County, the Owner, State or Federal agency for the Subject Property, or any portion thereof.
- 6.8 Street Lighting. The Owner agrees, at its sole expense, to install necessary street and pedestrian lighting, prior to the issuance of any Certificates of Occupancy, as required by county ordinances. All required street lighting shall remain the responsibility of the Owner, or other service provider, for operation and maintenance, for the Subject Property, or any portion thereof.
- 6.9 Protection of Integrity of Roads, Street, and Appurtenant Facilities. The Owner agrees to mitigate and/or repair all damage to roads, streets, and appurtenant facilities caused as the result of construction-related traffic occurring on the Subject Property, or any portion thereof. The Owner agrees to enter into a road maintenance agreement with the County, for those public roads, streets, and appurtenant facilities owned by the County, such agreement to include a mutually agreed methodology for the identification of road damage attributable to the Subject Property, or any portion thereof, and the timing of necessary corrective actions.
- 6.10 Parking. Off-street parking standards for the Subject Property are provided by Exhibit H. Such

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standards encourage shared-use parking and generally lower off-street parking requirements to minimize environmental impacts and encourage efficient site use.

SECTION 7 VOLUNTARY OWNER CONTRIBUTIONS AND COMMITMENTS

Consistent with the intent of the Owner to allow the County to provide responsive public services to the Subject Property, and all portions thereof, and to avoid unnecessarily impacting the service and financial capacities of the County, the Owner voluntarily agrees to provide the following facilities and make other contributions, at no cost, to the County as follows:

- 7.1 As jointly determined by the County Council and the Owner, to provide either separate facilities or a single joint-use facility for the use of the County's Public Safety, Public Works, and Emergency Services/Ambulance Departments. Under the terms of a Joint Use Agreement, or similar instrument, and as determined by the County, such facility, or facilities, may be shared with Weber County for the provision of public safety and emergency services. The separate facilities, or single joint-use facility, shall be sited on areas, or an area, of appropriate size for necessary building functionality, parking, landscaping, and equipment storage, and shall be approximately 12,000 square feet in total building size including necessary office and administrative space, indoor vehicle parking, equipment and materials storage, and living areas, other areas necessary for the services intended, and public use areas. This facility shall be designed by the Morgan County Public Safety Department, Morgan County Public Works Department, Emergency Medical Services/Ambulance Department, and the Owner working together and constructed by the Owner, in compliance with all requirements of the Building Code, as adopted.
- 7.2 The locations and final site size for separate facilities or a single joint-use public safety/public works/emergency medical services/ambulance facility shall be decided by the Morgan County Public Safety Department, Morgan County Public Works Department, Emergency Medical Services/Ambulance Department, and the Owner.
- 7.3 The County Council and the Owner shall as jointly agree on the timing for the design, construction, and dedication of separate facilities or a single joint-use facility.
- 7.4 Increased Professional Service Demand for the Subject Property. The County and the Owner recognize that the location and size of the Subject Property, coupled with the proposed development, the public interest, and needs of the Owner, will require the County to provide additional professional services on an as needed basis. The Owner agrees;
 - 7.4.1 To provide funds sufficient to allow the County to provide increased planning, engineering, building permit inspection, plan check, and other professional services, as agreed by the County and the Owner, and retained by the County and necessary to expertly and timely review and process various Land Use Applications and Building Permit Applications for the Subject

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Property, or any portion thereof. The County and the Owner shall agree to the amounts and timing of any funds to be provided.

- 7.5 Snowbasin Project Improvement Fee. The Owner is freely and willingly proposing to establish a project improvement fee, real estate transfer fee, investment fee, or other similar mechanism applicable to the Subject Property, and all portions thereof. As proposed, and subject to necessary requirements and standards established by the Owner, the fee contemplated may be imposed (as allowed by Utah law) on all market-rate residential properties with a private covenant that imposes up to a one-percent (1%) fee on all initial sale, and resale, of lots, homes and condominium units located within the Subject Property boundary. Such fee is proposed by the Owner for the purposes of maintaining certain project improvements located within the Subject Property boundary and found to benefit the Snowbasin resort. The establishment of any project improvement fee, real estate transfer fee, investment fee, or other similar mechanism by the Owner does not obligate the County in any way and shall be established by the Owner without exercising any authorities of the County.

SECTION 8
SPECIAL ASSESSMENT AREAS, LIMITED PURPOSE GOVERNMENT ENTITIES,
INTERLOCAL AGREEMENTS AND COMMUNITY AND ECONOMIC DEVELOPMENT
AREAS

- 8.1 Special Assessment Area(s) for Roads, Streets, and Appurtenant Facilities. For the limited purpose of maintaining roads, streets, and appurtenant facilities located on the Subject Property, or any portion thereof, the County agrees to cooperate fully with the Owner, in the designation and creation of one or more special assessment areas, as provided and authorized by Utah law provided, however, that said designation or creation does not create any financial liability for the County, except as may otherwise be expressly authorized by the County.
- 8.2 Other Limited Purpose Governmental Entities. Subject to the completion of necessary feasibility studies, as mutually agreed by the County and the Owner and conducted by an independent consultant, with expertise, jointly selected by the County and the Owner and funded by the Owner, that identifies the benefits and obligations to the County and the Owner, the County agrees:
- 8.2.1 To discuss and cooperate with the Owner regarding establishing one or more special service districts, improvement districts, service areas, or other limited purpose governmental entity, as provided and authorized by Utah law, for the purposes of providing required services to the Subject Property, or portions thereof.
- 8.2.2 Such special service districts, improvement districts, service areas, or other limited purpose governmental entity may be established for the purpose of providing various services including, but not limited to culinary water, sanitary sewer, storm drainage and flood control,

parks and recreation, solid waste, transportation facilities, street lighting, emergency medical, and public safety.

- 8.2.3 To reserve its rights to decide whether to exercise its authorities to establish formally any special service districts, improvement districts, service areas, or other limited purpose governmental entity for the Subject Property, or any portion thereof.
- 8.2.4 To not create any financial liabilities for the County, except as may be expressly authorized by the County.
- 8.2.5 The Owner, and all assigns of the Owner, agrees not to protest the establishment of any special service district, improvement district, service area, or other limited purpose governmental entity, determined necessary by the County, and directed to the benefit of the Subject Property.
- 8.3 Interlocal Agreements. The County agrees to enter into discussions with the Owner regarding the establishment of one or more interlocal cooperation agreements, as provided and authorized by Utah law, for the purposes of providing cooperation and coordination by and between any political subdivision of the State of Utah, special assessment areas, special service districts, improvement districts, limited purpose local government entity, provided that such interlocal agreements do not create any financial liabilities for the County, except as may expressly authorized by the County. The County expressly reserves its rights to decide whether to exercise its authorities to enter into any interlocal cooperation agreements.
- 8.4 Community and Economic Development Areas. Subject to the completion of necessary feasibility studies, as mutually agreed by the County and the Owner and conducted by an independent consultant, with expertise, jointly selected by the County and the Owner, and funded by the Owner, that identifies the benefits and obligations to the County and the Owner, the County agrees:
- 8.4.1 To discuss and cooperate with Owner regarding establishing one or more community and economic development areas, as provided and authorized by Utah law, for the purposes of providing community and/or economic development within one or more community and/or economic development project areas designated within the Subject Property, or portions thereof.
- 8.4.2 Such community and economic development areas may be established for the purpose of pursuing community development activities, including, but not limited to, economic development to promote the creation of employment opportunities and other benefits for the County and the Owner, and to facilitate the financing of the same through the receipt and use of tax increment financing and other financing means available under Utah law.

8.4.3 To reserve its rights to decide whether to exercise its authorities to formally establish any community and economic development areas for the Subject Property, or any portion thereof.

8.4.4 To not create any financial liabilities for the County, except as may be expressly authorized by the County.

SECTION 9 GENERAL TERMS AND CONDITIONS

9.1 INCORPORATION

9.1.1 All Exhibits, as attached hereto, are incorporated into this Development Agreement by this reference.

9.2 AUTHORITY

9.2.1 The Owner warrants and represents that the Owner owns or controls all right, title and interest in and to all property located within the Subject Property and that no portion of said property, or any right, title, or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual.

9.2.2 The Owner warrants and represents that to the best of its knowledge no portion of the property located within the Subject Property is subject to any lawsuit or pending legal claim of any kind.

9.3 MUTUAL DRAFTING.

9.3.1 Both the County and the Owner have participated in drafting this Development Agreement and therefore no provision of this Development Agreement shall be construed for or against the other based on whether the County or the Owner drafted any particular portion of this Agreement.

9.4 GOVERNING LAW AND COURT REVIEW

9.4.1 This Development Agreement shall be governed by and construed in accordance with the laws of the County and the State of Utah.

9.4.2 The County and the Owner may enforce the terms of this Development Agreement as allowed by State and Federal laws.



9.4.3 An interpretation or evaluation of any provision of this Development Agreement by a court of competent jurisdiction shall be made by considering this Development Agreement in its entirety. No provision shall be interpreted or evaluated separately or in isolation from all other provisions of this Development Agreement for the purposes of determining compliance with applicable State and Federal law.

9.5 ENTIRE AGREEMENT AND AMENDMENT

9.5.1 This Development Agreement, together with all Exhibits hereto, constitutes the entire Development Agreement. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this agreement or subsequent amendments hereto.

9.5.2 The County Council and Owner agree that any amendment to this Development Agreement, including all Exhibits hereto, shall only be made by following the procedures and notice required for an amendment to a County Land Use Ordinance, as required by the Ordinances of the County.

9.6 RESERVED POLICE AND LEGISLATIVE POWERS

9.6.1 Nothing in this Development Agreement shall limit the police powers of the County or the future exercise of the legislative powers of the County Council to enact other ordinances and regulations.

9.6.2 If the County, in the exercise its legislative authority, lawfully imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by the Owner under the terms of this Development Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the County.

9.6.3 Nothing contained in this Development Agreement constitutes a waiver of any governmental immunity and protections afforded the County by State or Federal law.

9.7 ADMINISTRATIVE INTERPRETATIONS AND ACTIONS

9.7.1 The singular includes the plural; the male gender includes the female; “shall” is mandatory, “may” is permissive.

9.7.2 In the event of a question of interpretation of any provision or requirement of this Development Agreement, the Planning and Development Services Department Director is hereby designated as the Land Use Authority to consider the provision or requirement that is the subject of interpretation. The Director, after full and reasonable consideration, shall issue

an opinion as to the correct interpretation.

9.7.3 Any inconsistencies or ambiguities in the materials and information provided to the County by the Owner shall be interpreted in favor of the County.

9.7.4 The Planning and Development Services Department Director, or the Director's designee, is identified as the County representative with the responsibility to interpret and administer this Development Agreement on behalf of the County. The Planning and Development Services Department Director, or the Director's designee, is authorized to take the administrative actions necessary to efficiently carry out and implement this Development Agreement on behalf of the County.

9.7.5 The administrative actions of the Planning and Development Services Department Director, or the Director's designee, provided by Section 9.7.4 shall not be interpreted or have the effect of constituting an amendment to this Agreement.

9.8 DEVELOPMENT AGREEMENT TO RUN WITH THE LAND

9.8.1 Within thirty (30) business days of approval by the County Council this Development Agreement shall be recorded in the Office of the Morgan County Recorder against the Property, as described in Exhibit A (1), and shall run with the land, and shall be binding on the Owner, and all future successors and assigns of the Owner in any portion of the Subject Property. The benefits of this Development Agreement shall inure to successors-in-interest and subsequent owners, subject to transfer and assignment in accordance with Section 9.9.

9.9 ASSIGNMENT

9.9.1 The Owner shall not assign this Development Agreement, or any provisions, terms, or conditions hereto to another party, individual, or entity without assigning the rights as well as the obligations, and without the prior written consent of the County Council, which shall not be unreasonably withheld or delayed. Said assignment shall be subject to review by the County, which is intended to provide assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Development Agreement. If the County determines that the assignee does not have sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement, a portion of this Development Agreement may still be assigned but the Owner shall remain responsible for the performance of all obligations of this Development Agreement. Consent of the County Council shall not be required if such assignment is to a corporate affiliate of Owner.

9.9.2 Consistent with Section 9.9.1 the Owner shall not sell, transfer, or assign the Subject Property, or any portion thereof, to another party, individual or entity without the transfer of the uses and densities allowed, and all improvement, open space and trails obligations within

the Subject Property, or any portion thereof. At the time of approval of the assignment to the new owner the Owner shall provide to the County a notice, including but not limited to, all materials and information required by **Exhibit I** herein, showing the new ownership, the uses and densities, infrastructure, open spaces, trails and all other services and obligations being transferred, and the uses and densities remaining with the Owner.

9.9.3 If the Subject Property, or any portion thereof, is assigned to another party, individual or entity the Owner agrees that such assignment shall identify in writing the Assignee is subject to all provisions of this Development Agreement.

9.9.4 Notwithstanding Subsections 9.9.1, 9.9.2 and Section 9.9.3 this Section shall not prohibit the Owner from borrowing against the Subject Property, or any portion thereof.

9.9.5 A lender, who may acquire the Subject Property, or any portion thereof, shall constitute an Assignee and shall be subject to the provisions of this Section, and all other Parts and Sections of this Development Agreement.

9.10 PERFORMANCE AND REMEDIES

9.10.1 Performance by the County and the Owner of their respective duties, as identified and required herein, is the essence of this Development Agreement. The County and the Owner agree to perform their respective duties with all due diligence in a timely manner.

9.10.2 In the event of a default of any duty by the County or the Owner, under the terms of this Development Agreement, the County or the Owner shall have the right, without prejudice, to performance, or any other rights or remedies that may be available under County, State or Federal laws.

9.10.3 In the spirit of the timely and efficient resolution of any default of any duty by the County or the Owner, required by this Development Agreement, the County and the Owner mutually agree to meet and confer to discuss the default and, if possible, reach a mutually agreeable default resolution before exercising their respective rights, as provided by Section 9.10.2.

9.11 FORCE MAJEURE

9.11.1 If the County or the Owner is delayed in the performance of any of its obligations under this Development Agreement because of an event beyond the control of the County or the Owner the time for performance of any obligations shall be extended for the period lost because of the event.

9.12 APPEALS



9.12.1 In the event of an appeal being brought related to the legislative approval of this Development Agreement the procedures for the Appeal of a legislative decision of the County Council shall apply.

9.12.2 In the event of an appeal being brought related to any matter of interpretation, administration, or any other decision related to this Development Agreement, the procedures, as established and provided by the County for the Appeal of a decision of a County Land Use Authority, as applicable, shall apply.

9.13 TERM OF DEVELOPMENT AGREEMENT

9.13.1 This Development Agreement shall have an initial term of twenty-five (25) years from the date of recordation. This Development Agreement may be extended for an additional period of twenty-five (25) years upon the request of the Owner with a finding by the County Council that all terms of this Development Agreement continue to be met and complied with.

9.13.2 This Development Agreement will terminate with a finding by the County Council that all obligations and responsibilities of this Development Agreement have been completed. The Owner shall provide written notice to the County that the Land Use Plan is complete. Upon a finding by the County Council that the Land Use Plan is complete, and all obligations and responsibilities have been completed, the Morgan County Clerk shall record a notice in the Office of the Morgan County Recorder that the Development Agreement has been fully performed and has been terminated.

9.13.3 Provisions of this Development Agreement that relate to the continued operation of the Subject Property, or portion thereof, and the Land Use Plan shall continue and shall survive after termination.

9.14 SEVERABILITY

9.14.1 If any part or provision of this Development Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such judgment shall not affect the other parts or provisions of this Development Agreement, all of which shall in full force and effect.

9.15 NO THIRD PARTY RIGHTS

9.15.1 Nothing contained herein shall be deemed or construed to create any third party rights.

9.16 REGULAR COUNTY – OWNER COMMUNICATIONS



9.16.1 At least once per year during the term of this Development Agreement, and at other times as determined necessary by the County Council and/or the Owner, an authorized representative of the Owner shall provide the County Council, at a regular meeting, an "in-person" Snowbasin Resort project progress and construction update.

9.17 ANNUAL REVIEW

9.17.1 The County Council shall review this Development Agreement at least annually, with notice provided to the Owner. If the County Council determines, based on evidence, that any of the terms of this Development Agreement have not been fully complied with, the County Council may take necessary corrective actions, as determined necessary and legal. The County Council's failure to conduct an annual review, as provided by this Section, shall not constitute, or be asserted as, a waiver or default of this Development Agreement.

9.18 NOTICE

9.18.1 Notice shall be provided to the Owner for all Public Hearings and all Public Meetings of the County, and related to any provision of this Development Agreement.

9.18.2 All notices required by this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail to the following addresses:

- a. To the County: Chair, Morgan County Council, 48 West Young Street, Morgan, Utah, 84050.
- b. To the Owner: General Manager, Snowbasin Resort Company, 3925 East Snowbasin Road, P.O. Box 460, Huntsville, Utah, 84317 with a copy to Legal Department, Snowbasin Resort Company, 550 East South Temple, Salt Lake City, Utah 84102.

9.18.3 A Notice shall be effective on the day the notice is postmarked for mailing, postage prepaid, by Certified United States Mail. The Parties may change addresses for the purposes of receiving notice as required by this Section, by giving written notice in accordance with the provisions of this Section.

9.19 RECORDATION

9.19.3 As provided by Section 9.7 this Development Agreement shall be recorded in the Office of the Morgan County Recorder.

9.19.4 All Exhibits shall be maintained on file in the Office of the County Clerk and County's Department of Planning and Development Services.

9.19.5 Copies of the recorded Development Agreement, and all Exhibits, shall be provided to the Planning and Development Services Director, County Attorney, and Owner.

9.20 ENTIRE AGREEMENT

9.20.3 The Development Agreement constitutes the full and complete agreement of and between the County and the Owner. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this agreement or subsequent amendments hereto.

9.21 AUTHORITY TO EXECUTE

9.20.1 Each of the signators to this Development Agreement represents and warrants that they possess the lawful authority and authorization from their respective entities to execute this Agreement.



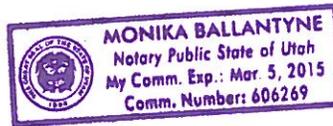
THE PARTIES, BY THEIR AUTHORIZED REPRESENTATIVES, EXECUTE THIS
DEVELOPMENT THIS 12th DAY OF June, 2014.

COUNTY COUNCIL OF MORGAN COUNTY, STATE OF UTAH

By: Tina Kelley, on behalf of Morgan County Council
TINA KELLEY

The foregoing instrument as acknowledged before me this 12th day of June, 2014 by
Tina Kelley, Member County Council of Morgan County, State of Utah.

Monika Ballantyne
Notary Public



My commission expires: 3/5/2015

Residing at: Morgan Utah

ATTEST:

Stacy L. [Signature]
MORGAN COUNTY CLERK

APPROVED AS TO FORM:

[Signature]
MORGAN COUNTY ATTORNEY

OWNER: SNOWBASIN RESORT COMPANY

By: *Bruce Fery*, Chief Executive Officer
BRUCE FERY

The foregoing instrument as acknowledged before me this 6 day of June, 2014 by
Bruce T. Fery, CEO

S. Maitzen
Notary Public



My commission expires: 8-3-2015

Residing at: *Salt Lake*

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TABLE OF EXHIBITS

Exhibit A (1)Subject Property Legal Description
Exhibit A (2) Subject Property General Location Map
Exhibit B Subject Property Schematic Development Plan (Conceptual Land Use Plan)
 Exhibit B-1 Area C – Strawberry Village Development Area Plan and Plan Summary
 Exhibit B-2 Area D – The Valley Development Area Plan and Plan Summary
 Exhibit B-3 Area E – Mountain View Development Area Plan and Plan Summary
 Exhibit B-4 Area F – The Meadows Development Area Plan and Plan Summary
Exhibit C Subject Property Table of Allowed Uses and Use Definitions
Exhibit D Subject Property Land Use Application Review and Approval Procedures
Exhibit E Subject Property Land Use Application Requirements
Exhibit F Subject Property Open Space and Trail System Plan
Exhibit G Subject Property Site Planning and Development Standards
Exhibit H Subject Property Off-Street Parking Standards
Exhibit I Subject Property Road and Street Design Standards
Exhibit J Subject Property Known Geologic Hazards Map
Exhibit K Subject Property Public Use Trails Design Standards
Exhibit L Subject Property Summary Information Table Requirements
Exhibit M Definitions



EXHIBIT A (1)
SUBJECT PROPERTY LEGAL DESCRIPTION

EXHIBIT A (1)
SUBJECT PROPERTY LEGAL
DESCRIPTION



snowbasin

A SUN VALLEY RESORT



APPLICANT:

SNOWBASIN RESORT COMPANY
P.O. Box 10
1 Sun Valley Road
Sun Valley, ID 83353

PREPARED BY:

STANTEC CONSULTING, INC.
3995 South 700 East, Suite 300
Salt Lake City, UT 84107

The following property located in Morgan County, Utah:

Parcel #00-0002-5567
Serial #01-005-001

ALL OF SEC 1, T5N, R1E, SLB&M. U.S. SUR. CONT 640.81 AC

Parcel #00-0002-5575
Serial #01-005-002

ALL OF SEC 2, T5N, R1E, SLB&M. U.S. SUR. CONT 639.61 AC. RE: LESS 12.9 AC GOING TO #01-005-002-NA LEAV 626.71 AC.

Parcel #00-0002-5583
Serial #01-005-003

ALL OF SEC 3, T5N, R1E, SLB&M. U.S. SUR: EXCEPT THEREFRM THE FOL: BEG AT THE NE COR OF SEC 3, T5N, R1E, SLM, U.S. SUR. TH S 68° 51'20" W 1183.9 FT ALG DIVIDE; TH N 86° 27'35" W 1608.2 FT ALG DIVIDE; TH S 65°25'55" W 1542.6 FT ALG DIVIDE; TH S 73° 41'51"W 1096.0 FT ALG DIVIDE; TH N ALG W BDY OF SEC 3, 1276.8 FT TO THE NW COR; TH E 5165 FT TO NE COR OF SEC & POB. RE: LESS THE FOLL: M64-174 GOING TO TRAPPERS LOOP RD #01-005-003-NA; EXCEPT THAT PORT IN WEBER CO. (6.75 AC.) LEAV 526.40 AC. NOTE: 6.75 AC. GOING TO WEBER CO FOR ASSESSMENT – '98 TAX YR.

Parcel #00-0002-5609
Serial #01-005-004

ALL THAT PORT OF SEC 4, T5N, R1E, SLB&M IN MORGAN COUNTY. CONT 321.86 AC. NOTE: 51.63 AC. GOING TO WEBER CO FOR ASSESSMENT – '98 TAX YR.

Parcel #00-0002-5625
Serial #01-005-005

ALL OF SEC 9, T5N, R1E, SLB&M. U.S. SUR. CONT 640.00 AC.

Parcel #00-0002-5633
Serial #01-005-006

ALL OF SEC 10, T5N, R1E, SLB&M, U.S. SUR. CONT 641.60 AC.

Parcel #00-0002-5641
Serial #01-005-007

ALL OF SEC 11, T5N, R1E, SLM. U.S. SUR. LESS AMT GOING TO #01-005-007-NA (TRAPPERS LOOP RD) BK M64 PGS 174-179 (37.9 AC.) LEAV 601.00AC.



Parcel #00-0002-5658
Serial #01-005-008

ALL OF SEC 12, T5N, R1E, SLM. U.S. SUR. CONT 642.80 AC.

Parcel #00-0002-5690
Serial #01-005-011

THE E1/2 OF SEC 14, T5N, R1E, SLM U.S. SUR. 320.00 AC. RE: LESS 31.25 AC GOING TO #01-005-011-NA1 LEAV 288.75 AC.

Parcel #00-0059-3275
Serial #01-005-016

THE NE1/4 OF SEC 8, T5N, R1E, SLM U.S. SUR. CONT 160.00 AC.

Parcel #00-0059-3689
Serial #01-005-018

ALL OF SEC 5, T5N, R1E, SLM, U.S. SUR. EXCEPT THEREFROM THE FOL: BEGIN AT THE NE COR OF SEC 5, T5N, R1E, SLM, U.S. SUR; TH S 2550.8 FT, TH S 87° 26' W 820 FT TO DIVIDE; TH ALG DIVIDE S 29° 33' 30" W 2221.1 FT; TH S 58° 34' W 1460 FT TO S BDY OF SEC; TH W 2120 FT TO SW COR OF SEC; TH N 5280 FT TO NW COR OF SEC; TH E 5280 FT TO NE COR OF SEC & POB. ALSO EXCEPT THAT PORT LYING IN PT OF THE SE ¼ & THE SW ¼ THAT IS ASSESSED IN WEBER COUNTY. LEAV 79.37 AC, LYING WITHIN MORGAN CO.

Parcel #00-0002-7027
Serial #01-005-086

ALL OF SEC 7, T5N, R2E, SLM, U.S. SUR. CONT 641.38 AC.

Parcel #00-0002-7217
Serial #01-005-102

THE NW1/4 OF SEC 18, T5N, R2E, SLM, U.S. SUR. CONT 160.49 AC.

Parcel #00-0059-4596
Serial #01-006-010

ALL THAT PORT OF S1/2 OF SEC 35, T6N, R1E, SLB&M U.S. SUR, IN MORGAN CO. CONT 261.49 AC.

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Parcel #00-0059-5171
Serial #01-006-016

THE S1/2 OF SEC 36, T6N, R1E, SLB&M U.S. SUR. CONT 316.29 AC.

Parcel #00-0062-9339
Serial #01-005-003-01

ALL THAT PORT OF THE FOL IN MORGAN COUNTY THAT IS PT OF THE LAND EXCHANGE DEED RECORDED IN BK M159 PG 773: BEG AT THE NE COR OF SEC 3, T5N, R1E, SLM. U.S. SUR: TH S 86°58'25" W 1192.41 FT; TH N 86°20'47" W 1619.61 FT; TH S 65°32'40" W 1553.50 FT; TH S 77°29'50" W 1045 FT TO THE SEC LN; TH N 00°00'00" W 1196 FT M. OR L TO THE NW COR; TH E 5165 FT TO THE POB. CONT 8.197 AC. (8.20 AC. M. OR L)

Parcel #00-0002-5666
Serial # 01-005-009

ALL OF SEC 13, T5N, R1E, SLM, U.S.SUR. EXCEPT THEREFROM THE FOL: COM AT THE SW CORN OF THE SW1/4 OF SD SEC 13 & RUN TH N 157 RDS; THE E 43 1/2 RDS; TH S 9°45'E 159.5 RDS TO SEC LN; TH W 70 1/2 RDS TO POB. CONT 586.50 AC.

Parcel #00-0002-7001
Serial #01-005-083

LOTS 3, 4 & 5 & SE1/4NW1/4 OF SEC 6, T5N, R2E, SLM, U.S. SUR. CONT 160.24 AC. ALSO E1/2 SW1/4, & LOTS 6 & 7 IN SEC 6, T5N, R2E, SLM, U.S. SUR. CONT 160.74 AC. ALSO SE1/4 OF SEC 6, T5N, R2E, SLM, U.S. SUR. CONT 160 AC. CONT A COMBINED TOTAL AC OF 480.98 AC.

Parcel #00-0059-4349
Serial #01-006-006

ALL OF THE FOL DESC PROP IN MORGAN COUNTY; A PT OF THE NW1/4 OF SEC 31, T6N, R2E, SLB&M, U.S. SUR.: BEG AT THE NW COR OF SD ¼ SEC; RUN TH E 685 FT; TH S 10°09'E 952 FT; TH S 21°03' W 926 FT; TH S 33°53' W 540 FT; TH S 13°50' W 384 FT TO THE S LN OF SD 1/4 SEC; TH W 124 FT TO THE W LN OF SD 1/4 SEC; TH N 2646 FT TO THE POB. CONT 15.50 AC.

Parcel #00-0059-4919
Serial #01-006-015

ALL THAT PORT OF THE N1/2 OF SEC 36, T6N, R1E, SLB&M, U.S. SUR., IN MORGAN CO RE: LESS THE FOL: TRAPPERS LOOP RD (73/88) LEAV 195.00 AC.



Parcel #00-0059-6575

Serial #01-006-034

ALL THAT PORT OF THE NE1/4 OF SEC 35, T6N, R1E, SLB&M, LYING S OF
TRAPPER'S LOOP RD IN MORGAN CO. CONT 51.26 AC.

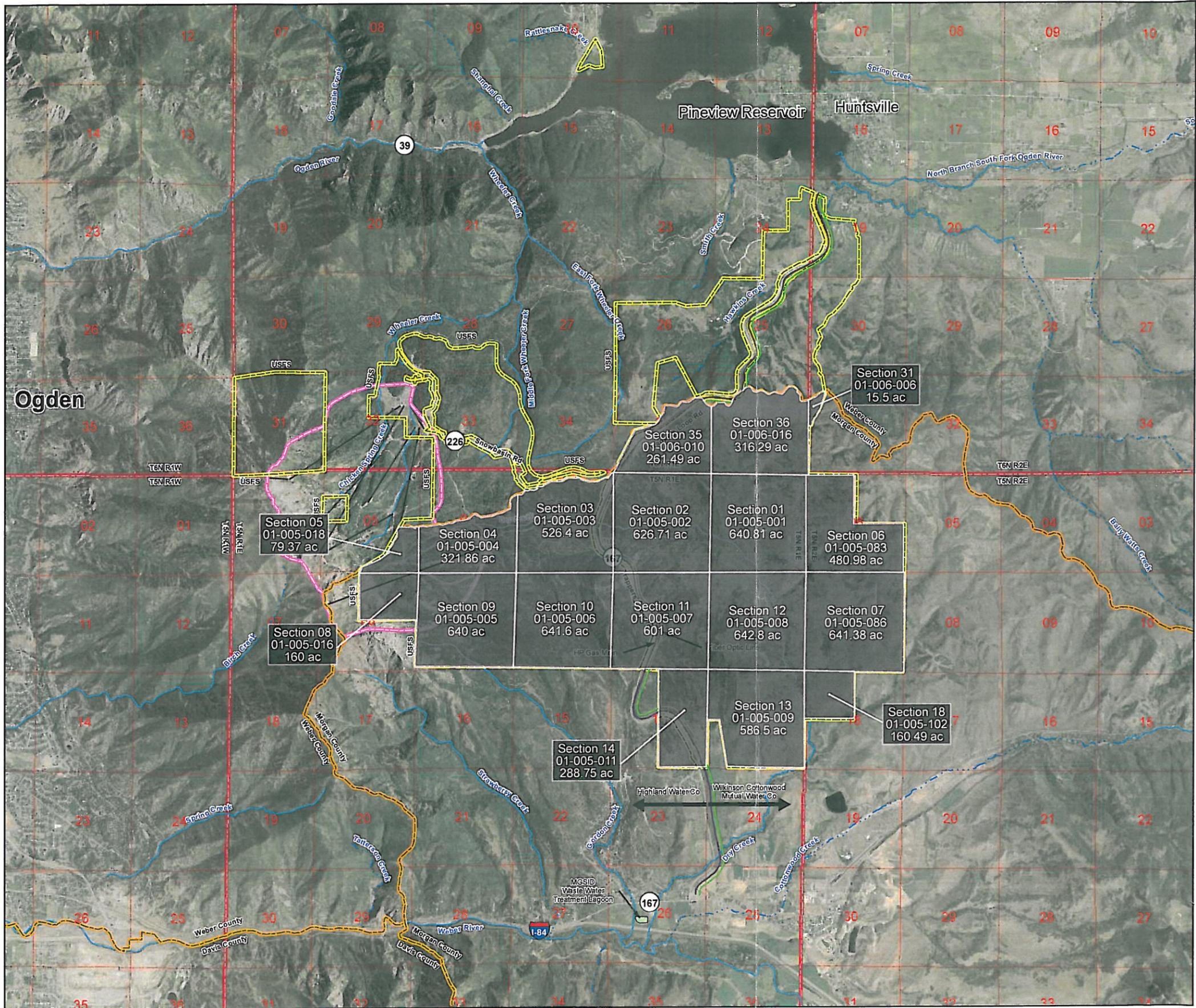
CONSISTING OF 7,886.38 TOTAL ACREAGE

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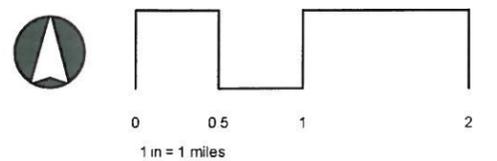
EXHIBIT A (2)
SUBJECT PROPERTY GENERAL LOCATION MAP



EXHIBIT A (2)
SUBJECT PROPERTY
LEGAL DESCRIPTION MAP



- Legend**
- Existing Ski Lifts
 - Fiber Optic Line
 - HP Gas Line
 - Snowbasin Ski Boundary
 - Snowbasin Property Boundary
 - County Boundary
 - Townships & Ranges
 - Sections



Notes

1. Aerial Courtesy of:
 Utah AGRC 2006 National
 Agricultural Imagery Program (NAIP)
 (Morgan & Weber County)

[Handwritten signature]



EXHIBIT B
SUBJECT PROPERTY SCHEMATIC DEVELOPMENT PLAN (CONCEPTUAL LAND USE
PLAN)

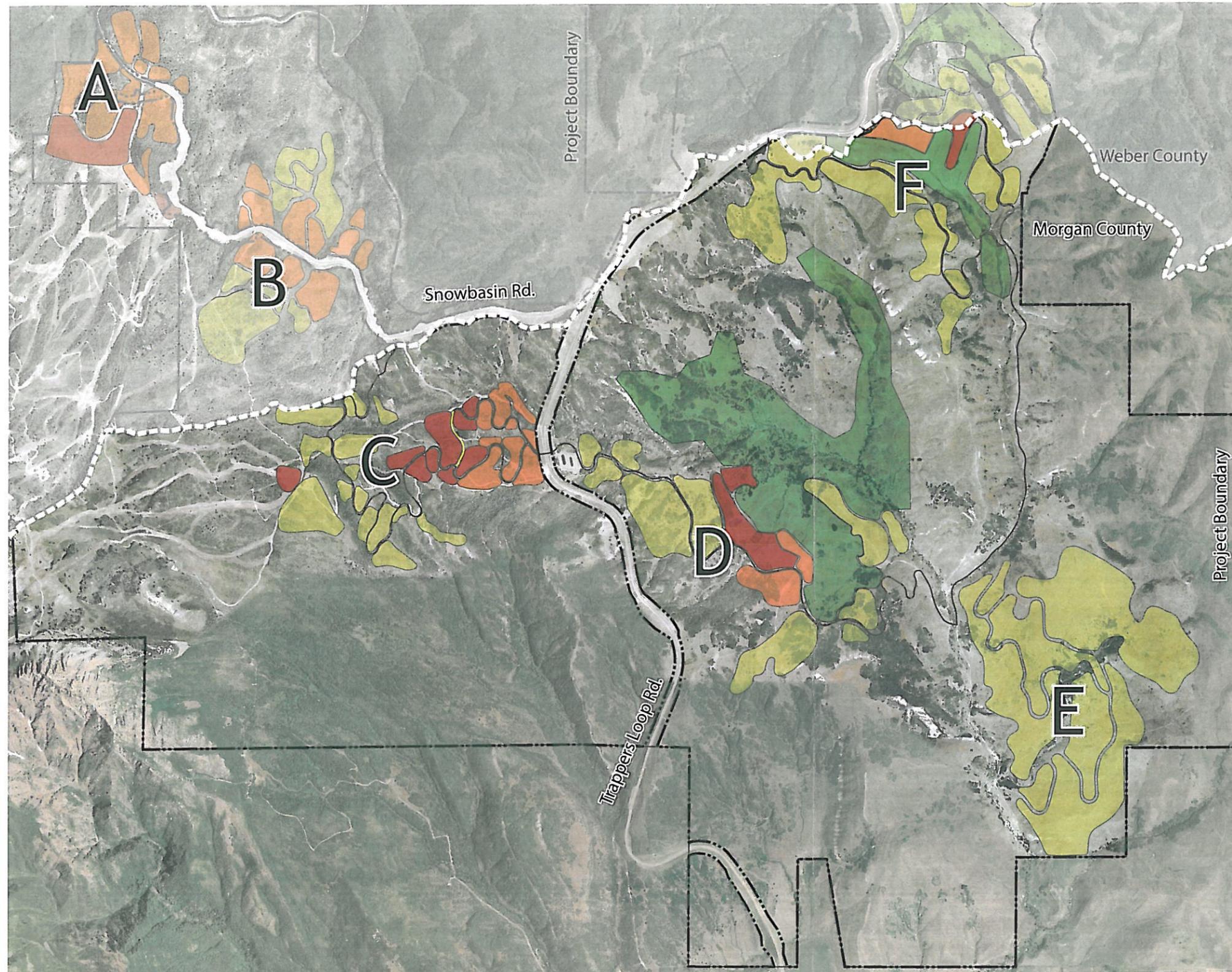


EXHIBIT B
SUBJECT PROPERTY
SCHEMATIC
DEVELOPMENT PLAN
(CONCEPTUAL LAND USE
PLAN)

Development Area	Acres	Total Units
Morgan County Total Land Area	8,144	
Area C - Strawberry Village	232	1,209
Area D - The Valley	294	917
Area E - The Meadows	475	157
Area F - Mountain View	190	164
Morgan County Total Development	1,191	2,447
Morgan County Total Open Space	6,953	
Morgan County % of Open Space	85%	

- Single Family Residential
- Multi-Family Residential
- Mixed Use Development
- Golf & Golf Infrastructure
- Rural Collector Road
- Village Core Road (private)
- Project Boundary



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EXHIBIT B-1
AREA C – STRAWBERRY VILLAGE DEVELOPMENT PLAN AND PLAN SUMMARY

EXHIBIT B-1 AREA C - STRAWBERRY VILLAGE DEVELOPMENT AREA PLAN AND PLAN SUMMARY



AREA C PLAN SUMMARY			
Development Area	Acres	Avg. du/acre	Total Units
Single Family	123	1.5	185
Multi-Family	58	8	652
Mixed Use	51	24	372
Area C Developed Land Total	232		1,209

- Single Family Residential
- Multi-Family Residential
- Mixed Use Development
- Rural Collector Road
- Village Core Road (private)
- Trappers Loop Road Right-of-Way

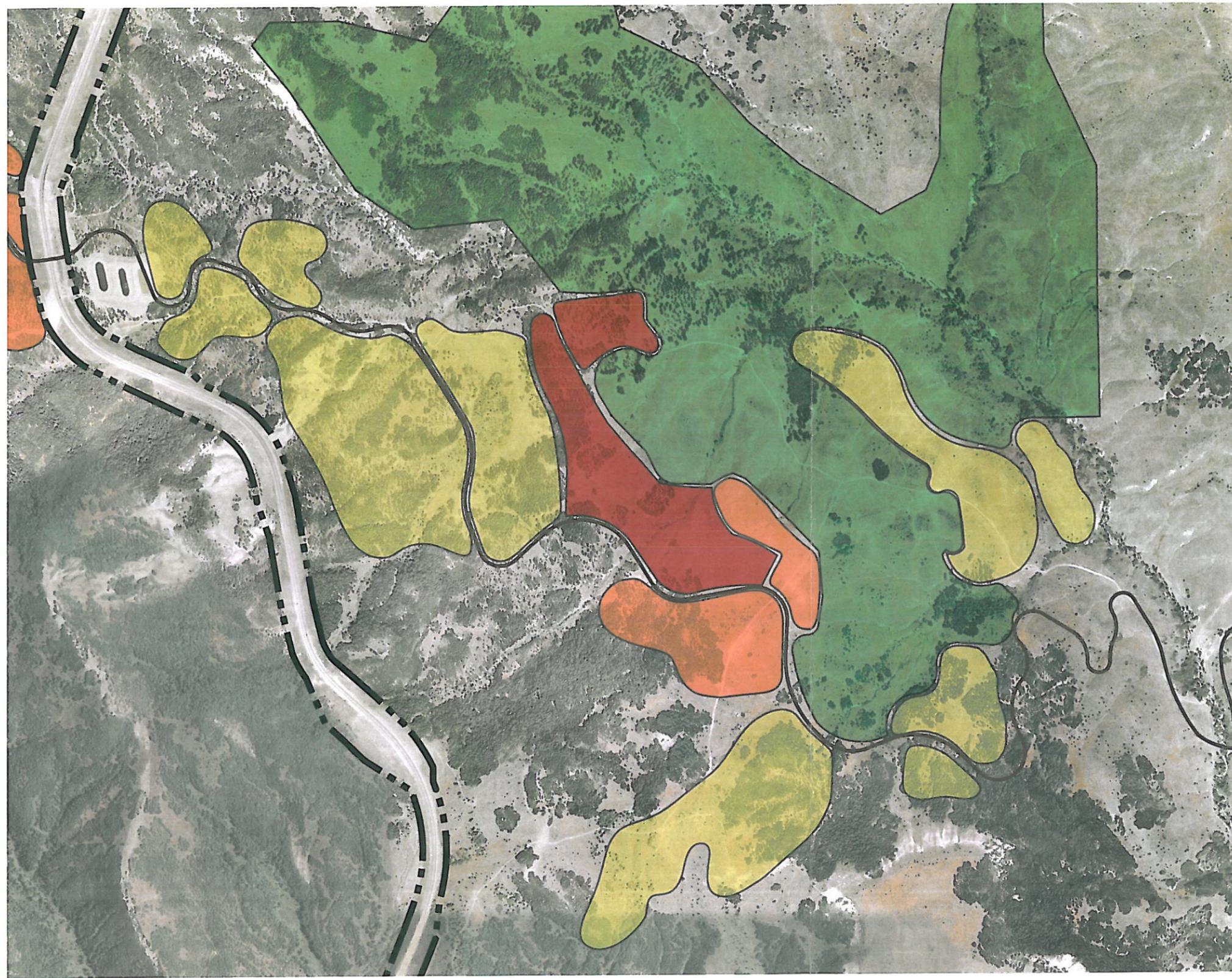


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EXHIBIT B-2
AREA D – THE VALLEY DEVELOPMENT PLAN AND PLAN SUMMARY

EXHIBIT B-2 AREA D - THE VALLEY DEVELOPMENT AREA PLAN AND PLAN SUMMARY



AREA D PLAN SUMMARY			
Development Area	Acres	Avg. du/acre	Total Units
Single Family	222	1.0	260
Multi-Family	33	8	415
Mixed Use	40	12	242
Area D Developed Land Total	294		917

- Single Family Residential
- Multi-Family Residential
- Mixed Use Development
- Golf & Golf Infrastructure
- Rural Collector Road
- Trappers Loop Road Right-of-way



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EXHIBIT B-3
AREA E - MOUNTAIN VIEW DEVELOPMENT PLAN AND PLAN SUMMARY

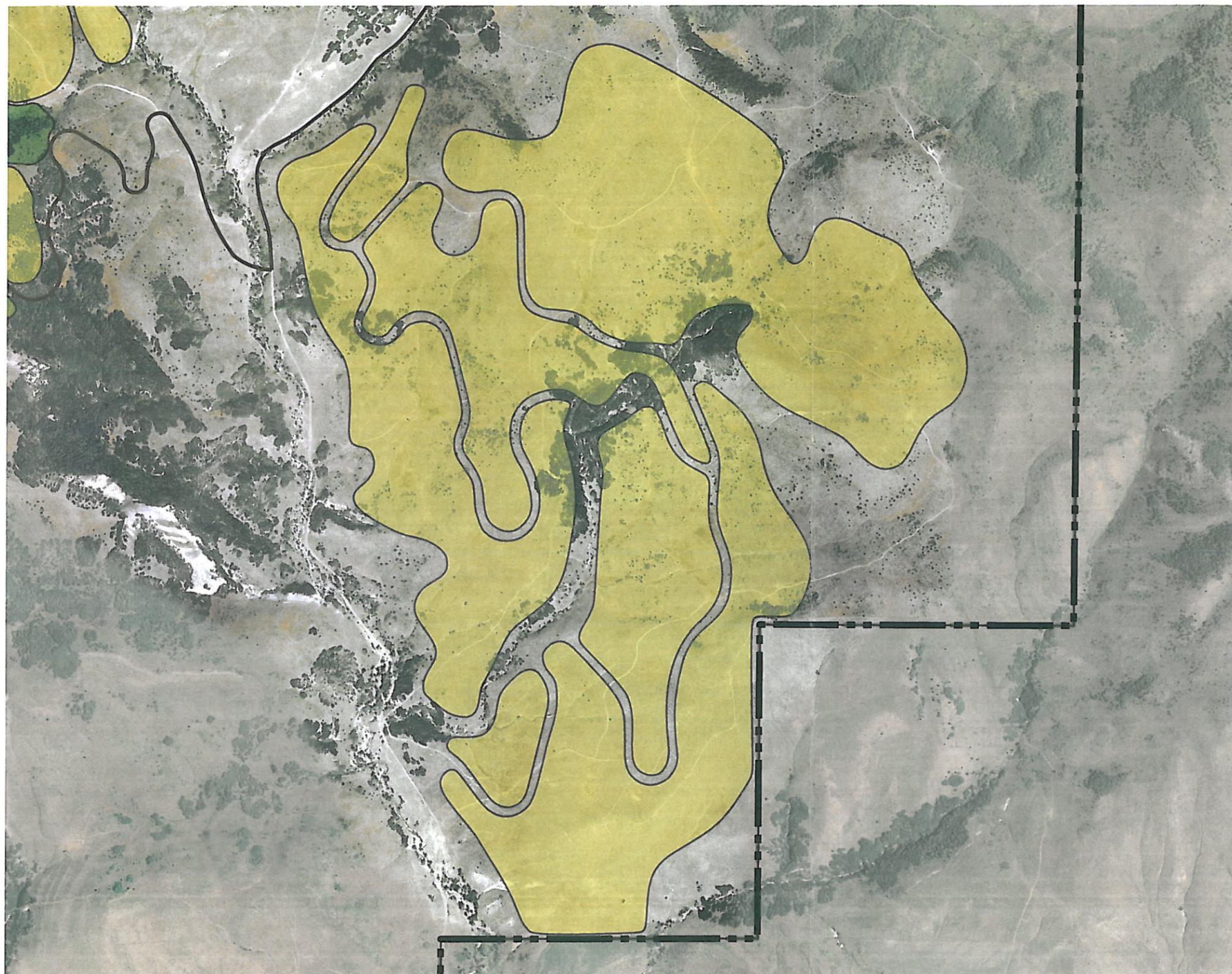


EXHIBIT B-3
 AREA E - MOUNTAIN VIEW
 DEVELOPMENT AREA PLAN
 AND PLAN SUMMARY

AREA E PLAN SUMMARY			
Development Area	Acres	Avg. du/acre	Total Units
Single Family	475	0.3	157
Area E Developed Land Total	475		157

- Single Family Residential
- Rural Collector Road

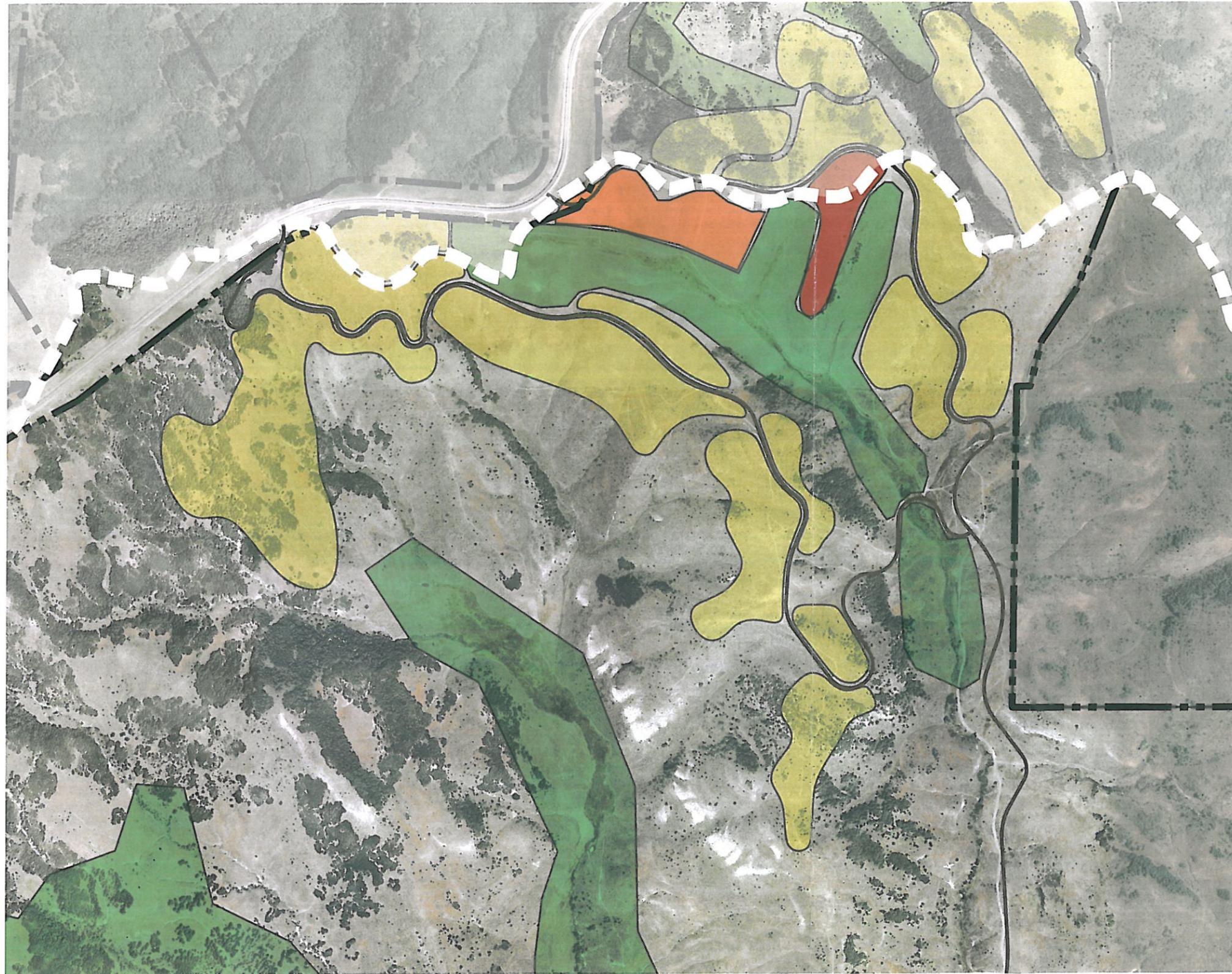


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EXHIBIT B-4
AREA F - THE MEADOWS DEVELOPMENT PLAN AND PLAN SUMMARY

EXHIBIT B-4 AREA F - THE MEADOWS DEVELOPMENT AREA PLAN AND PLAN SUMMARY



AREA F PLAN SUMMARY			
Development Area	Acres	Avg. du/acre	Total Units
Single Family	167	0.2	38
Multi-Family	16	6	126
Mixed Use	7	N/A	N/A
Area F Developed Land Total	190		164

- Single Family Residential
- Multi-Family Residential
- Mixed Use Development
- Golf & Golf Infrastructure
- Rural Collector Road



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**EXHIBIT C
 SUBJECT PROPERTY TABLE OF ALLOWED USES AND USE DEFINITIONS**

1. The RSD-Snowbasin Table of Uses identifies the uses allowed within the District and provides a use definition. The Table of Uses identifies uses allowed as a P = Permitted Use; C-1 = Conditional Use; C-2 Conditional Use; X = Use Prohibited in the District. A Use that is not identified in the Table of Uses is determined to be a Prohibited Use.
2. The Land Use Authority for all P Uses is the Planning and Development Services Director/Zoning Administrator. The Land Use Authority for all C-1 Uses is the Planning Commission. The Land Use Authority for all C-2 Uses is the County Council.
3. In reviewing and acting on all Land Use Applications the Land Use Authority, as applicable, shall ensure that all requirements of this Agreement are met, including compliance with all Exhibits hereto, as applicable.
4. "Use Area" identifies the Single Family Residential, Multi-Family Residential, Mixed Use Development, Golf and Golf Infrastructure, and Open Space Areas, as identified by Exhibit B-1, B-2, B-3, and B-4.

USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Accessory Building. A building or other structure customarily incidental and clearly subordinate to the existing primary building and located on the same lot as the primary building, and meeting all applicable Building Code requirements, of the County.	P	P	P	P	P

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
<p>Accessory Outside Storage. The outside placement of items incidental and subordinate to the existing primary use and customarily found in connection with the primary use and located on the same lot or in the same building as the primary use, and appropriately screened from adjoining public streets and properties and meeting all requirements of the Management Code and Building Code, as applicable.</p> <p>Accessory Use. A use incidental and subordinate to the existing primary use and customarily found in connection with the primary use and located on the same lot or in the same building as the primary use and meeting all requirements of the Management Code</p> <p>Agricultural Building. A structure used in conjunction with an allowed agriculture use, as defined herein, and not for human occupancy, and complying with the requirements of the Utah Code Annotated, 1953, as amended. To qualify as an agricultural building the structure must be clearly associated with and necessary to support an agricultural use.</p>	X	X	P	P	P
	P	P	P	P	P
	P	P	P	P	P

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Agricultural Use. An area of five (5) contiguous acres, or more, which is used for the production, keeping, or maintenance for sale of plants and domestic animals, but excluding the keeping of exotic or prohibited plants or animals. Agricultural Use also excludes Commercial Plant Nursery and Concentrated Animal Feeding Operation, as defined by Utah Code Annotated, 1953, as amended and similar activities.	P	P	P	P	P
Asphalt Batch Plant - For Onsite Use Only. A facility where asphaltic materials are manufactured for use on the Subject Property only and which may include accessory asphalt materials storage and equipment.	X	X	C-1	C-1	X
Bed & Breakfast Inn. An owner-occupied dwelling located on a legal lot and offering transient lodging accommodations where meals may be provided. A Bed and Breakfast may have up to five (5) guest rooms, meeting all requirements of the Management Code and Building Code, as adopted	P	P	P	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Beer and Liquor License(s). All licensees authorized to sell beer and liquor and/or consume beer and liquor on- or off the premises shall comply with all requirements of the Utah Alcoholic Beverage Control Act, as amended, for type of Beer and Liquor License, as applicable, and be conducted in compliance with all requirements for the issuance of such license.	X	X	P	P	X
Billboard Sign. A freestanding ground sign located on the Subject Property or any portion thereof and designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.	X	X	X	X	X
Campground. An area of land upon which one (1) or more sites are established and maintained for occupancy by a tent or recreational vehicle.	X	X	X	X	C-1
Car Wash. A structure with machine- or hand-operated facilities used principally for the cleaning, washing, polishing, or waxing of motor vehicles. A facility of this type may be able to accommodate more than one vehicle at the same time.	X	X	C-1	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Care Center. An establishment for the care and/or instruction of five (5), or more, children for compensation, other than members of the family residing on the premises, but not including an Educational Facility.	C-1	C-1	C-1	X	X
Church. A facility primarily used for people to gather for worship, religious training, or other religious activities. One (1) accessory dwelling unit for the housing of the pastor or similar leader of the church and their family shall be permitted as an Accessory Use.	P	P	P	X	X
Clinic, Dental or Medical Office. A building in which dentists, physicians and/or related professions are associated for the conduct of their professions. Shall not include inpatient care or major surgery.	X	X	P	X	X
Commercial Use - Resort-Related Services. A commercial use that is supportive and customarily found in connection with resort-type use or activities and which is operated and maintained for the benefit or convenience of the Owner, members, residents, employees, or visitors of the resort.	X	X	P	P	X

USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Community Center. A place used for and providing programs for a community association, or the public.	P	P	P	P	X
Concrete Batch Plant - For Onsite Use Only. A facility where sand, gravel, cement, water, and other materials are turned into concrete for use on the Subject Property only and which may include accessory concrete materials storage and equipment.	X	X	C-1	C-1	X
Conference Center. A facility for conducting personal, business and professional development through seminars, workshops, retreats.	X	X	P	P	X
Contractor's Office/Contractor's Storage Yard. A temporary facility incidental to approved construction activities and meeting all requirements of the Management Code and Building Code, as adopted, and as applicable.	P	P	P	P	P

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Convenience Store. An establishment selling consumer products including prepackaged food and household items, and which may provide for the sale of gasoline and other petroleum products.	X	X	P	X	X
Cultural Facilities. A performance facility, including auditorium, amphitheater, museums and similar facilities for the performing and visual arts.	X	X	P	X	X
Dwelling, Accessory. A dwelling unit, incidental and subordinate to the primary dwelling unit and sharing a common wall with the primary dwelling unit and located on the same lot and connected to the same utilities and utility meters as the primary dwelling unit.	P	P	P	P	X
Dwelling, Condominium. A type of multifamily dwelling unit that is individually owned, the ownership which may include an undivided interest in the land and other common areas and facilities, as provided and recorded in a property deed or other instrument, as required by the Utah Condominium Ownership Act.	X	P	P	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Dwelling - Condominium - Rental Apartment. A building containing Condominium Dwelling Units and that may, or may not, be occupied by the owner, and may be placed in a management rental pool.	X	P	P	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
<p>Dwelling, Manufactured Home. A transportable factory built dwelling unit constructed on or after June 15, 1976, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), in one or more sections, which: (1) In the traveling mode, is eight (8) feet or more in width or forty (40) feet or more in length, or when erected on site, is four hundred (400) or more square feet; (2) Is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; (3) Includes plumbing, heating, air-conditioning, and electrical systems; and (4) Is identified by the manufacturer's data plate bearing the date the unit was manufactured and a United States Department of Housing and Urban Development (HUD) label attached to the exterior of the home certifying the home was manufactured to HUD standards.</p>	P	P	P	X	X
<p>Dwelling, Multiple-Family. A building containing two (2) or more dwelling units.</p>	X	P	P	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Dwelling, Nightly Rental of Single Family Dwellings. The rental of a single family dwelling by owner or management company on a nightly or weekly basis.	P	P	P	X	X
Dwelling, Single-Family. A building containing one (1) dwelling unit.	P	P	P	X	X
Dwelling, Townhome. A type of multifamily residential dwelling unit erected generally in a row of at least two (2) units, each unit being separated from the adjoining unit(s) by common fire wall(s), each unit having its own accesses.	X	P	P	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
<p>Dwelling, Resort Workforce Housing. A building used for the occupancy employees of the Snowbasin Resort with multi-occupant rooms often with shared bathrooms and dining facilities that is offered at a rent lower than market rates and for the accommodation of resort employees.</p> <p>Dwelling, Resort Workforce Housing Units shall not be included in the number of RDUs available to the Subject Property.</p> <p>Educational Facility. Public schools, including charter schools, colleges or universities qualified by the State of Utah Board of Regents or State of Utah Board of Education to provide academic instruction. Privately owned buildings and uses for educational activities that offers a curriculum similar to a public school, college, or university for technical or vocational training, kindergarten, elementary, secondary or higher education.</p>	X	X	P	X	X
	P	P	P	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Electric Substation (Major). A power regulating facility designed to regulate power for distribution at voltages of 140,000 volts (140kV) or greater and found by the County to conform to the General Plan, or has been considered by the Commission and the County Council has approved the proposed location as an amendment to the General Plan.	X	X	C-2	C-2	C-2
Electric Substations (Minor). A power regulating facility designed to regulate power for distribution to customers at voltages less than 140,000 volts (140 kV).	C-1	C-1	C-1	C-1	C-1
Equestrian Center - A facility that includes boarding, training and riding of horses	P	X	X	P	P
Existing Use. A use legally established and existing on the Subject Property, or portion thereof, prior to the effective date of this Agreement.	P	P	P	P	P
Exotic Animals and Poultry. Any potentially dangerous animal not customarily confined or cultivated by humans for domestic purposes.	X	X	X	X	X



USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Golf Course. An area of land, with necessary accessory uses, designed for the playing of golf including tees, fairways, putting greens, practice facilities and accessory uses which may include clubhouse, restaurants, rentals, maintenance and storage.	X	X	X	P	X
Helistop/Helipad. An area designated for the take-off and landing of helicopters	X	X	C-1	C-1	C-1
Home Occupation (Category I Classification). A home occupation meeting the requirements for a Category I home occupation, as provided by Section 8-6-15, Management Code, as amended.	P	P	P	X	X
Home Occupation (Category II Classification). A home occupation meeting the requirements for a Category II home occupation, as provided by Section 8-6-15, Management Code, as amended.	P	P	P	X	X
Home Occupation (Category III Classification). A home occupation meeting the requirements for a Category III home occupation, as provided by Section 8-6-15, Management Code, as amended.	C	C	C	X	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Hotel/Motel. A building containing sleeping rooms for the occupancy of guests for compensation on a nightly basis that may include accessory facilities such as restaurants, bars, spas, meeting rooms, lobbies, recreation facilities, and other activities customarily associated with hotels and motels. Includes condominium hotels, and hostels.	X	X	P	P	X
Lock-out Sleeping Room. The use of a sleeping and kitchenette area in a condominium dwelling unit or condominium rental apartment, that may be rented independently from the main unit for nightly rental by locking interior access doors.	X	P	P	P	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Lodge. A building which functions as a meeting or gathering place for members and guests and that may provide owner or guest services, and may contain a restaurant, private club, or storage facilities for the storage of recreational equipment of members and guests. A lodge serving alcohol shall maintain a valid alcoholic beverage control license, in accordance with the Utah Alcoholic Beverage Control Act.	X	X	P	P	X

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
<p>Major Facility of a Public Utility. Any overhead or underground electric transmission lines greater than 160,000 volts (160 kV), substations of electric utilities; gas regulator stations, gas and petroleum transmission and gathering pipelines (greater than 6 inches in diameter) and storage areas of utilities providing natural gas or petroleum derivatives; and their appurtenant facilities, water treatment plant, sewage treatment plant, or similar public or quasi-public use or activity. All Major Facility of a Public Utility shall be found to conform to the County General Plan, or has been considered by the Commission and the County Council has approved the proposed location as an amendment to the General Plan.</p>	C-2	C-2	C-2	C-2	C-2
<p>Minor Facility of a Public Utility. Any water, sewer power, gas, telephone, cable television, or other utility, distribution line, or facility, which is located overhead or underground, and not of a size or capacity sufficient to be determined as a "Major Facility of a Public Utility."</p>	P	P	P	P	P

USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Open Space. The conservation of land in its natural state or a developed state including ski terrain, golf course, trails, sensitive area protections, wildlife habitat and view protection.	P	P	P	P	P
Parking Facility (Parking Lots, Parking Structures). A building or open area, other than a street, used for the parking of more than four (4) automobiles.	X	X	P	P	C-1
Personal Instruction Service. An establishment primarily engaged in the provision of informational, instructional, personal improvement and similar services. Typical uses include art and music schools, computer instruction, gymnastic and dance studios, handcraft or hobby instruction, health and fitness facility.	X	X	P	P	X
Private Club. Any nonprofit corporation or organization operating as a social club, recreational, fraternal, athletic, or kindred association organized primarily for the benefit of its stockholders or members and which may allow the consumption of liquor on its premises pursuant to a license granted by the Utah Alcoholic Beverage Control Commission and the County.	X	X	P	P	X



USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
<p>Professional Office. A building, room, or other space where executive, management, administrative or professional services are provided, except medical services, and excluding the sale of merchandise, except as incidental to a primary use.</p> <p>Public Use. A use operated exclusively by a public body or quasi-public body, such use having the purpose of serving the public health, safety, or general welfare and found to conform to the County's General Plan, or has been considered by the Commission and the County Council has approved the proposed location and/or Public Use as an amendment to the General Plan and this Agreement.</p>	X	X	P	P	X
	C-1	C-1	C-1	C-1	C-1

USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
<p>Recreation Activity(ies) (Outdoor). A use, either public or private, providing amusement, pleasure, or sport, and typically conducted outside of an enclosed building and typically associated with a destination resort, including but not limited to downhill and Nordic skiing, an amphitheater, golf course, swimming pool, tennis club, hiking and biking trails, and horse riding facility but excluding shooting range, go-cart, motor vehicle and/or motorbike tracks, or similar activities that may create noise, dust, or other impacts to adjoining properties and uses.</p>	P	P	P	P	P
<p>Recreation Center. A building, or buildings, in which recreational activities are available including physical fitness exercise equipment, classes and instruction.</p>	C-1	C-1	P	P	X
<p>Residential Facility for Elderly Persons. A single-family or multiple-family dwelling unit that meets the requirements of Utah law and all applicable permitting and licensing standards.</p>	P	P	P	X	X

USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Residential Facility for Persons with a Disability. A residence in which more than one (1) person with a disability resides and meets the requirements of Utah law and all applicable permitting and licensing standards.	P	P	P	X	X
Restaurant. A building within which there is served a variety of food and beverages for consumption on the premises.	X	X	P	P	X
Retail Sales. A building, property or activity, the principal use or purpose of which is the sale of physical goods, products or merchandise directly to the consumer including on a for-profit or not-for-profit basis.	X	X	P	P	X
Roads, streets and appurtenant facilities. Public and private vehicle travel ways and rights-of-ways used for circulation and movement of vehicles and the location of which is approved as part of a Land Use Application approval	P	P	P	P	P

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Sexually Oriented Business or Activity. A use or facility providing adult and/or sexually oriented activities and entertainment, including but not limited to adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, or nude or seminude model studio.	X	X	X	X	X
Sign, Conditional Use. A sign proposed in association with a conditional use (C-1 or C-2 use), as identified by this Table.	C-1 or C-2 depending upon the nature of the conditional use with which the sign is associated.	C-1 or C-2 depending upon the nature of the conditional use with which the sign is associated.	C-1 or C-2 depending upon the nature of the conditional use with which the sign is associated.	C-1 or C-2 depending upon the nature of the conditional use with which the sign is associated.	C-1 or C-2 depending upon the nature of the conditional use with which the sign is associated.
Sign, Permitted Use. A sign proposed in association with a permitted use (P use), as identified by this Table.	P	P	P	P	P

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USE	USE AREA					Open Space Areas
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure		
Solar Equipment. Solar equipment meeting the requirements of the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.		X
Special Antennas. Includes Earth Stations, as defined, and as allowed the Management Code, as amended.	P or C-1, dependent on the size and location, as identified by Section 8-6-14, Management Code, as amended.	P or C-1, dependent on the size and location, as identified by Section 8-6-14, Management Code, as amended.	P or C-1, dependent on the size and location, as identified by Section 8-6-14, Management Code, as amended.	P or C-1, dependent on the size and location, as identified by Section 8-6-14, Management Code, as amended.		X
Storage – Mini Storage. A facility for the storage of personal items in individual units and leased to persons exclusively for storage of their household goods or personal property. All units must be contained within a permanent structure.	X	X	C-1	X		X

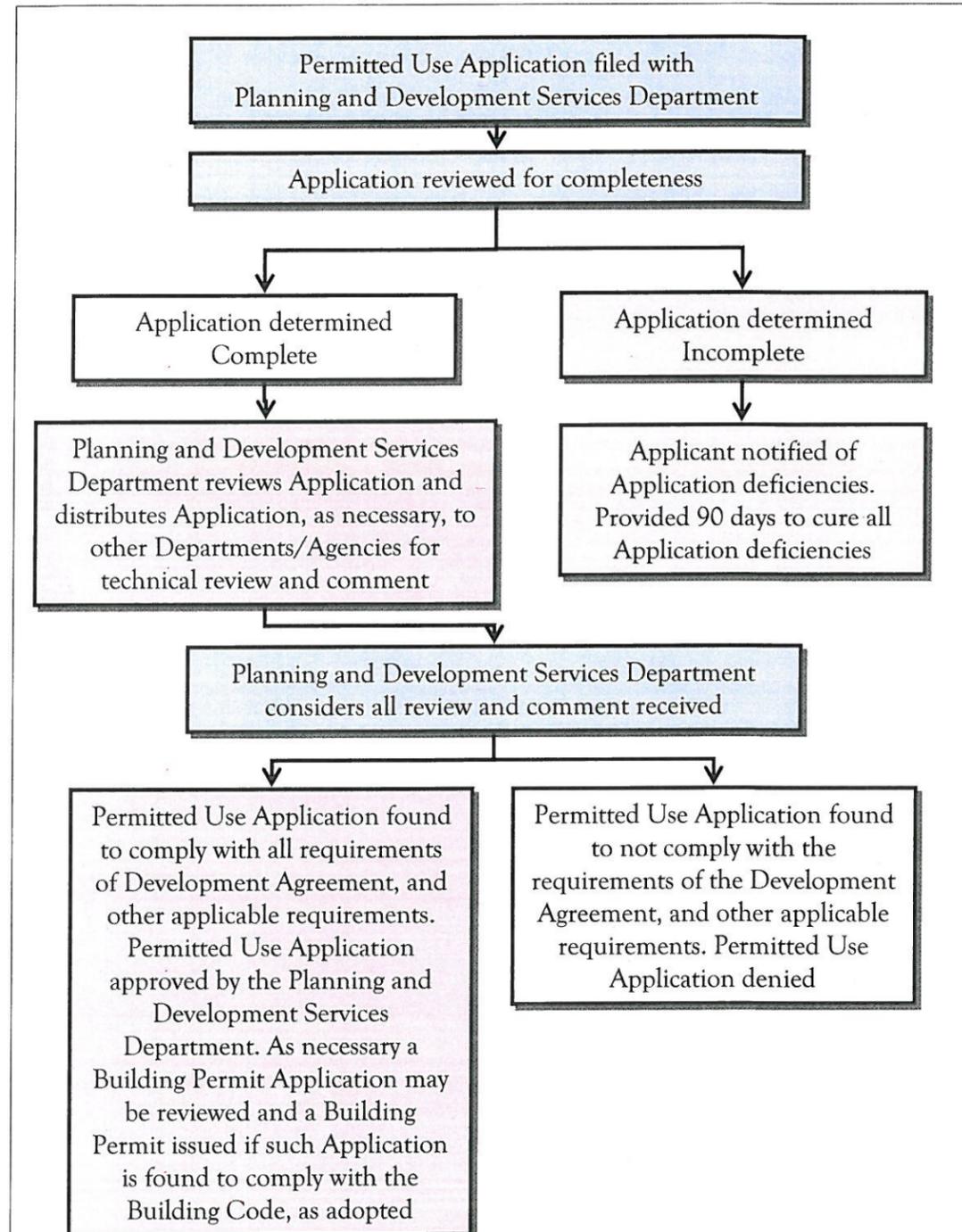
USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Temporary Use. A use established for a limited time, as provided and complying with the requirements of the Management Code, as amended.	P	P	P	P	P
Vacation Ranch (Guest Ranch or Farm Stay). A vacation resort offering various agricultural and farming-related activities, including equestrian activities.	X	X	X	X	P
Vehicle and Equipment Service and Repair. An establishment primarily engaged in the repair and maintenance of motor vehicles and/or light and heavy equipment, including auto body repairs, installation of accessories and transmission and engine rebuilding services farm equipment repair, paint, and body shops, tune-ups, brake repairs generator and starter repairs, tire repairs and installation, front-end alignments, and lubrication services.	X	X	P	X	X
Welcome/Information Center. A building located near a tourist destination that includes visitor information.	X	X	P	P	C-1

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USE	USE AREA				
	Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space Areas
Wind Conversion. Wind conversion systems meeting the requirements of the Management Code, or as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the size and location, as provided by the Management Code, as amended.	X
Wireless Telecommunications Facilities. Wireless Telecommunications Facilities meeting the requirements of the Management Code, as amended.	P or C-1, dependent on the type, size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the type, size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the type, size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the type, size and location, as provided by the Management Code, as amended.	P or C-1, dependent on the type, size and location, as provided by the Management Code, as amended.
Yurt. A circular domed tent.	X	X	X	X	C-1

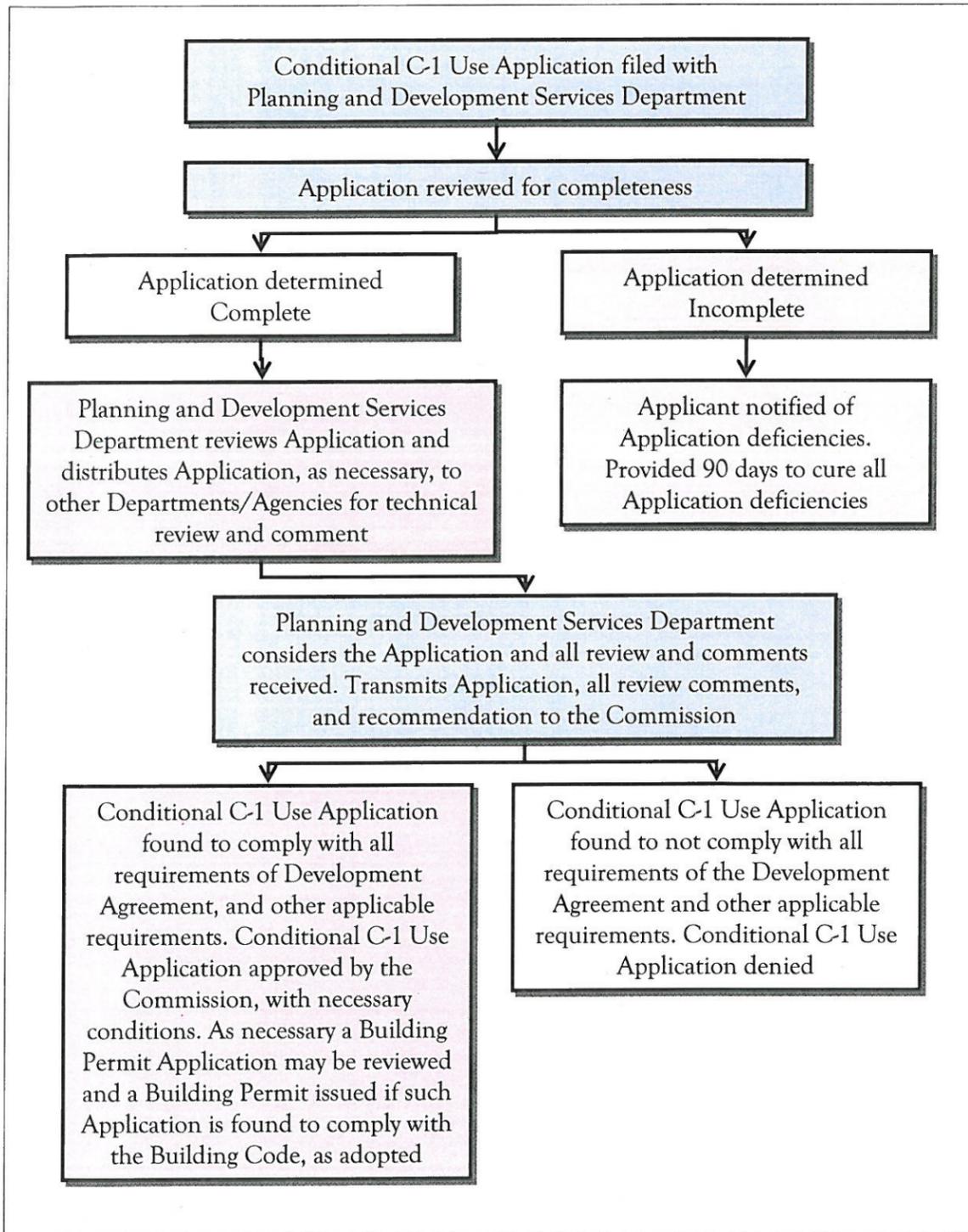
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EXHIBIT D
SUBJECT PROPERTY LAND USE APPLICATION REVIEW AND APPROVAL PROCEDURES
PERMITTED USE APPLICATION



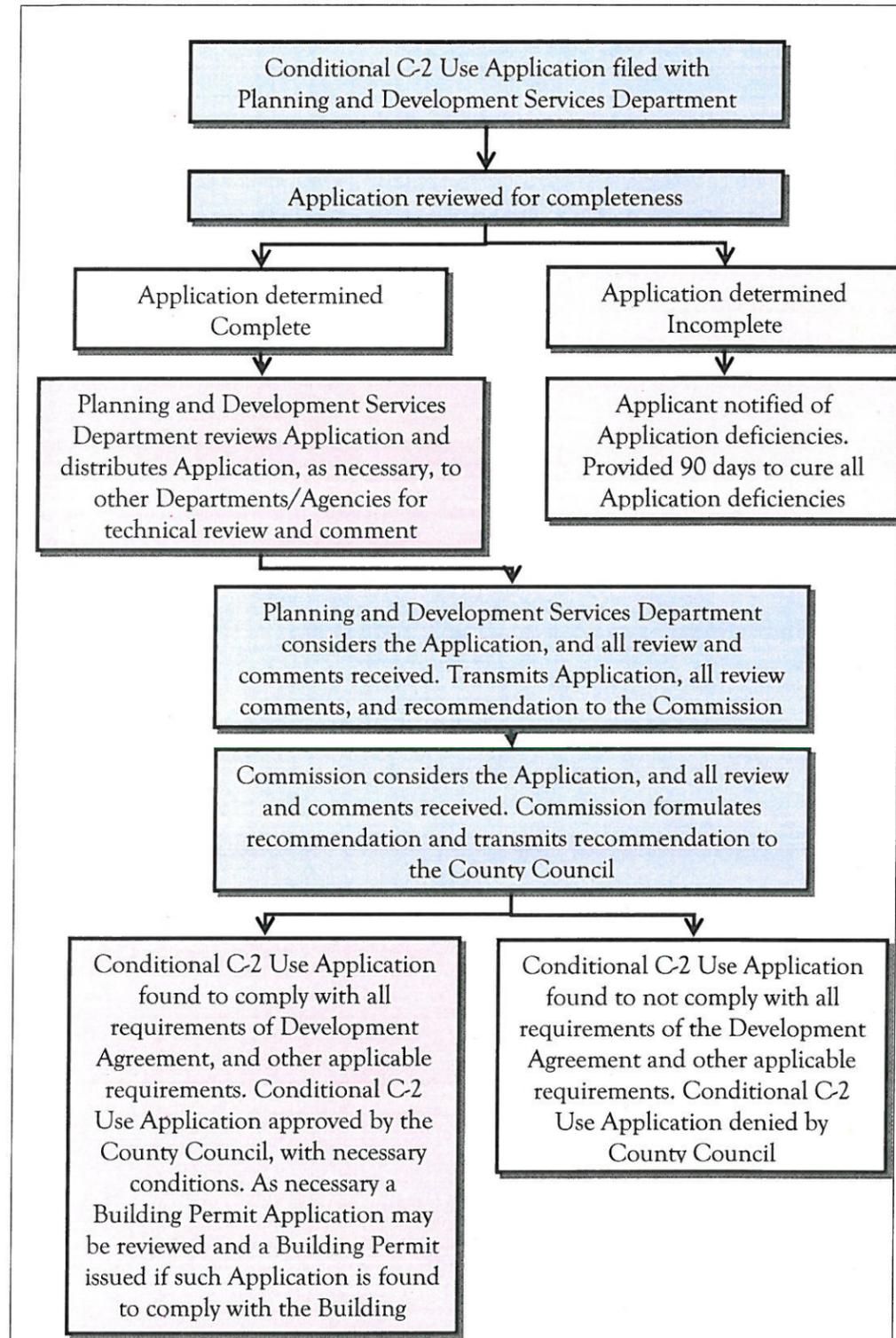
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CONDITIONAL C-1 USE APPLICATION



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CONDITIONAL C-2 USE APPLICATION



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EXHIBIT E
SUBJECT PROPERTY LAND USE APPLICATION REQUIREMENTS

SECTION 100
PERMITTED USE APPLICATIONS AND PERMITTED USE SIGN APPLICATIONS

Section 101 - Purpose:

This Section provides the minimum standards and procedures for the review of all Permitted Use Applications and all Signs associated with a Permitted Use proposed on the Subject Property and required to determine compliance with this Development Agreement.

Section 102 - Planning and Development Services Director Identified and Authorized as the Land Use Authority for Permitted Use Applications and all Signs associated with a Permitted Use:

The Planning and Development Services Director is hereby identified and authorized as the Land Use Authority responsible to review and approve, approve with revisions, or deny all Permitted Use Applications and all Signs associated with a Permitted Use.

Section 103 - Procedures and Review Standards for Permitted Use and Permitted Use Sign Applications:

- 1 The procedures for the review of a Permitted Use Application, and a Permitted Use Sign Application, are identified by Exhibit D, herein.
- 2 The Planning and Development Services Director shall review the Permitted Use Application or Permitted Use Sign Application and shall determine:
 - a) The proposed use is a Permitted Use in the Snowbasin-RSD zoning district, as identified by Exhibit C, herein.
 - b) The proposed sign is associated with a Permitted Use in the Snowbasin-RSD zoning district, as identified by Exhibit C, herein.
 - c) The proposed Permitted Use or Permitted Use Sign complies with all requirements of this Development Agreement, including all site planning and development standards, and all other requirements as applicable.
 - d) The proposed Permitted Use or Permitted Use Sign will be conducted in compliance with the requirements of this Development Agreement and all applicable Federal, State, or Local requirements and regulations.


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- e) The property on which the Permitted Use or Permitted Use Sign is proposed is of adequate size to permit the conduct of the use or sign in a manner that will not be detrimental to adjoining and surrounding properties.
- f) The proposed Permitted Use or Permitted Use Sign complies with all applicable dedication requirements of this Development Agreement and the County and provides the necessary infrastructure, as required.
- g) Such Permitted Use or Permitted Use Sign will not be detrimental to the health, general welfare and safety of persons or injurious to property or improvements of the immediate area or the County as a whole.
- h) Such other requirements determined necessary to allow the operation of the Permitted Use or Permitted Use Sign in compliance with any other applicable standard or requirement.

Section 104 – Findings Required for Approval of a Permitted Use or Permitted Use Sign:

In deciding a Permitted Use or Permitted Use Sign Application the Planning and Development Services Director shall find that the procedural requirements and review standards of this Development Agreement have been met.

Section 105 – Decision for a Permitted Use or Permitted Use Sign Application:

1. If the Permitted Use Application or Permitted Use Sign Application complies with the requirements of this Development Agreement, all applicable Federal, State, or Local requirements or regulations, and the Building Codes and Fire Code as adopted, the Planning and Development Services Director shall approve the Land Use Application and issue a Land Use Permit, with or without revisions, determined necessary for compliance to all applicable standards and requirements.
2. If the Permitted Use Application or Permitted Use Sign Application does not comply with the requirements of this Development Agreement, all applicable Federal, State, or Local requirements or regulations, and the Building Codes and Fire Code as adopted, the Planning and Development Services Director shall deny the Land Use Application and shall not issue a Land Use Permit.

Section 106 – Effect of Approval:

The approval of a Permitted Use Application or Permitted Sign Application by the Planning and Development Services Director shall allow the Planning and Development Services Director to issue a Land Use Permit authorizing the establishment of the approved use or sign, subject to any approval revisions and requirements. Only when the Planning and Development Services Director has issued a Land Use Permit, and a Building Permit has been issued, as required, may any building, activity,

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construction, or occupancy be commenced. Approval of a Permitted Use or a Permitted Sign Land Use Permit shall not be deemed an approval of any other Land Use Application, permit, or license.

Section 107 – Appeals:

Any person aggrieved by a decision of the Planning and Development Services Director for any Permitted Use Application or Permitted Sign Application may appeal the decision, as an appeal of an administrative decision, to the Appeal Authority, as identified by the Management Code.

**SECTION 200
PERMITTED USE APPLICATION AND PERMITTED USE SIGN APPLICATION
REQUIREMENTS**

The following minimum application requirements shall be provided for a complete Permitted Use Application or Permitted Use Sign Application:

- 1 A Permitted Use Application or Permitted Use Sign Application, signed by the Property Owner, or authorized agent of the Property Owner, and including the payment of all required application fees.
- 2 One (1) copy of a site plan, drawn at a scale of 1 inch = 50 feet, or as required by the Planning and Development Services Director, plus four (4) copies of a 11 inch x 17 inch reduced copy of the site plan set identifying the following:
 - a) The location and dimension of the property and all proposed uses and buildings, all existing uses, buildings or other structures located on the property, and existing buildings and structures located within one-hundred (100) feet of the property. Existing property lines and existing fence lines shall be shown.
 - b) The location and dimension of all existing natural features including, but not limited to areas of slope exceeding fifteen percent (15%), wetlands, drainage ways, flood plains, and water bodies.
 - c) The location and dimension of all existing and proposed roads, streets, ingress and egress points, and total parking and loading spaces, and including any permits as required by Morgan County Public Works Department or the Utah Department of Transportation, as applicable.
 - d) The location and dimension of all existing and proposed open space areas and trails.
 - e) The yard setbacks and the exterior dimensions of all existing and proposed buildings and structures.

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- f) All public and private rights-of-way and easements located on, or adjacent to the property, proposed to be continued, created, relocated, or abandoned.
 - g) Existing site grade, and the proposed finished grade, shown at a maximum contour interval of two (2) feet, or as required by the Planning and Development Services Director.
- 3 Located on the site plan sheet(s), or on separate sheets, as may be proposed by the applicant, or required by the Planning and Development Services Director for readability, the following information shall be provided:
- a) The location and sizes of all existing water, sewer, storm drainage, power, gas, and telephone lines and facilities, and all other utility facilities. Access points to all utilities and locations of utility connections shall be shown.
 - b) The design plans for all new water, sewer, storm drainage, power, gas, and telephone lines, and other utility facilities, as applicable. Access points to all utilities and locations of utility connections shall be shown.
 - c) The design and cross-section of all new roads and streets proposed, if any, meeting the design and construction requirements of this Development Agreement, or other agencies, as applicable, and prepared by a licensed engineer, at a scale acceptable to the County Engineer.
 - d) Landscape plan(s) identifying all proposed landscape, screening and buffering features, including all proposed plant materials, including their locations and sizes.
 - e) Fences and Walls. The location of all proposed fences and walls, identifying proposed height, materials, and colors shall be shown.
- 4 Building Plans.
- a) As necessary, all information and materials required by the Building Code, as adopted, for a complete Building Permit Application, as applicable.
 - b) The exterior elevations of every side of all proposed buildings and structures, clearly showing proposed building materials and colors. This information may include color chips and material samples.
 - c) The location of all associated mechanical and ancillary equipment, if any, shall be provided, including any screening treatments proposed.

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- 5 Land Use Application Summary Information Table. A land use application summary information table shall be provided meeting the minimum information requirements as provided by Exhibit L herein.
- 6 Site and Building Lighting Plans. Plans shall be provided identifying all proposed site and building lighting identifying the type, design, location, intensity, height, and direction of all site and building lighting.
- 7 Waste Collection. The location and dimensions of all proposed solid waste collection areas and storage areas, including the proposed methods of screening.
- 8 Erosion Control Plan(s). Plans identifying proposed temporary and permanent erosion control measures.
- 9 Construction Plan(s). Plans identifying all phases of construction, a construction schedule, and a list of all permits necessary for the proposed use(s), as applicable.
- 10 A narrative, accompanied by necessary tables and other information, describing the proposed uses and construction sufficient to assist the Planning and Development Services Director review the proposed site plan, and including:
 - a) A calculation, identifying all pervious and impervious areas.
 - b) A description of all proposed uses and buildings, including the total site area and building square footage, by building.
- 11 Additional Information. Following review of the application by the Planning and Development Services Director additional information may be required by the Planning and Development Services Director to decide the Application.

SECTION 300

CONDITIONAL USE APPLICATIONS AND CONDITIONAL USE SIGN APPLICATIONS

Section 301 – Purpose:

This Section provides the minimum standards and procedures for the review of all Conditional Use Applications and all Signs associated with a Conditional Use proposed on the Subject Property and required to determine compliance with this Development Agreement.

Section 302 – Planning Commission and County Council Identified and Authorized as the Land Use Authorities for Conditional Use Applications and all Signs associated with a Conditional Use:



The Planning and Development Services Director is hereby identified and authorized as the Land Use Authority responsible to review and approve, approve with revisions, or deny all Permitted Use Applications and Signs associated with a Permitted Use.

- 1 The Planning Commission is hereby identified and authorized as the Land Use Authority responsible to review and approve, approve with conditions, or deny all Conditional C-1 Use Applications and all Signs associated with a Conditional C-1 or Conditional C-2 Use.
- 2 The County Council is hereby identified and authorized as the Land Use Authority responsible to review and approve, approved with conditions, or deny all Conditional C-2 Use Applications.

Section 303 – Procedures and Review Standards for Conditional C-1 Use, Conditional C-2 Use, and Conditional Use Sign Applications:

- 1 The procedures for the review of a Conditional C-1 Use Application and all Conditional C-1 and C-2 Sign Applications are identified by Exhibit D, herein.
- 2 The procedures for the review of a Conditional C-2 Use Application are identified by Exhibit D, herein.
- 3 The Planning Commission for Conditional C-1 Use Applications and all Conditional C-1 and C-2 Sign Applications, and the Planning Commission in formulating a recommendation, and the County Council in deciding a Conditional C-2 Use Application shall review the Application and shall determine:
 - a) The proposed use is a Conditional Use in the Snowbasin-RSD zoning district, as identified by Exhibit C, herein.
 - b) The proposed sign is associated with a Conditional Use in the Snowbasin-RSD zoning district, as identified by Exhibit C, herein.
 - c) The proposed Conditional Use or Conditional Use Sign complies with all requirements of this Development Agreement, including all site planning and development standards, and all other requirements as applicable.
 - d) The proposed Conditional Use or Conditional Use Sign will be conducted in compliance with the requirements of this Development Agreement and all applicable Federal, State, or Local requirements and regulations.
 - e) The property on which the Conditional Use or Conditional Use Sign is proposed is of adequate size to permit the conduct of the use or sign in a manner that will not be detrimental to adjoining and surrounding properties.

- f) The proposed Conditional Use or Conditional Use Sign complies with all applicable dedication requirements of this Development Agreement and the County and provides the necessary infrastructure, as required.
- i) Such Conditional Use or Conditional Use Sign will not, under the conditions required, be detrimental to the health, general welfare and safety of persons or injurious to property or improvements of the immediate area or the County as a whole.
- j) Such other conditions determined necessary to allow the operation of the Conditional Use or Conditional Use Sign in compliance with any other applicable standard or requirement.

Section 304 – Findings Required for Approval of a Conditional Use and Conditional Use Sign:

- 1 The Planning Commission in deciding a Conditional C-1 Use or Conditional C-1 or C-2 Use Sign Application shall find that the procedural requirements and review standards of this Development Agreement have been met.
- 2 The Planning Commission in making a recommendation, and the County Council in deciding a Conditional C-2 Use Application, shall find that the procedural requirements and review standards of this Development Agreement have been met.

Section 305 – Reasonable Conditions Authorized for Approval for a Conditional C-1 Use, Conditional C-2 Use, and Conditional Use Sign Applications:

The Planning Commission and the County Council may impose reasonable conditions with respect to location, construction, maintenance, operation, site planning, traffic control, hours of operation, and other items for the approval of a Conditional C-1 or C-2 Use Application or Conditional Use Sign Application deemed necessary by the Planning Commission, or County Council, to mitigate possible detrimental effects of the proposed use or sign, to secure the purposes of this Agreement, or protect adjacent properties and the public interest. Reasonable conditions may include and related to;

- 1 Size, configuration, and site plan design and layout.
- 2 Site ingress and egress locations.
- 3 The provision of adequate public facilities and amenities, including roads and streets, water, sewer, storm drainage, public safety and fire protection, and other utilities.
- 4 The location and amount of off-street parking and loading areas.
- 5 Site circulation patterns for vehicular and pedestrian traffic.


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- 6 Building(s) and sign(s) size and location(s), building and sign design and features, materials, and colors.
- 7 The location and design of all site features, including the location of proposed building(s), sign(s), lighting, and waste collection.
- 8 The provision of open space, public features, and recreational amenities.
- 9 Fencing, screening, buffering, and landscape treatments and other features designed to increase the attractiveness of the site and protect adjoining property owners from adverse impacts.
- 10 Measures designed to minimize or eliminate potential nuisance factors including, but not limited to noise, vibrations, smoke, dust, dirt, odors, gases, noxious matter, heat, glare, electromagnetic disturbances, and radiation.
- 11 Measures designed to protect the natural features of the site, including, but not limited to, slopes, creeks, wetlands, and drainage ways.
- 12 The regulation of operating hours.
- 13 Identifying a time for regular review and monitoring to ensure the use or sign continues to operate in compliance with all conditions and requirements of approval.
- 14 Such other conditions determined reasonable and necessary by the Planning Commission, or County Council, to allow the operation of the use or sign in compliance with the requirements of this Development Agreement, all Federal, State, or Local regulations, as applicable.

Section 306 – Decision for a Conditional Use Application or Conditional Sign Application:

- 1 If the Conditional C-1 Use Application, or Conditional Use C-1 or C-2 Sign Application complies with this Development Agreement, all applicable Federal, State, or Local requirements or regulations, and the Building Codes as adopted, the Planning Commission shall approve the Land Use Application and issue a Land Use Permit, with or without revisions and reasonable conditions determined necessary for compliance to all applicable standards and requirements.
- 2 If the Conditional C-2 Use Application complies with this Development Agreement, all applicable Federal, State, or Local requirements or regulations, and the Building Codes as adopted, the County Council shall approve the Land Use Application and issue a Land Use Permit, with or without revisions and reasonable conditions determined necessary for compliance to all applicable standards and requirements.

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- 3 If the Conditional C-1 Use Application or Conditional Use C-1 or C-2 Sign Application does not comply with the requirements of this Development Agreement, all applicable Federal, State, or Local requirements or regulations, and the Building Codes as adopted, even with revisions and reasonable conditions, the Planning Commission shall not approve the Land User Application and shall not issue a Land Use Permit.
- 4 If the Conditional C-2 Use Application does not comply with the requirements of this Development Agreement, all applicable Federal, State, or Local requirements or regulations, and the Building Codes as adopted, even with revisions and reasonable conditions, the County Council shall not approve the Land User Application and shall not issue a Land Use Permit.

Section 307 – Effect of Approval:

- 1 Approval of a Conditional C-1 Use Application or Conditional C-1 or C-2 Sign Application by the Planning Commission shall allow the Planning and Development Services Director to issue a Land Use Permit authorizing the establishment of the approved use or sign, subject to any revisions and reasonable conditions. Only when the Planning and Development Services Director has issued a Land Use Permit, and a Building Permit has been issued, as required, may any building, activity, construction, or occupancy be commenced. Approval of a Conditional C-1 Use Application or Conditional C-1 or C-2 Sign Application shall not be deemed an approval of any other Land Use Application, permit, or license.
- 2 Approval of a Conditional C-2 Use Application by the County Council shall allow the Planning and Development Services Director to issue a Land Use Permit authorizing the establishment of the approved use or sign, subject to any revisions and conditions. Only when the Planning and Development Services Director has issued a Land Use Permit, and a Building Permit has been issued, as required, may any building, activity, construction, or occupancy be commenced. Approval of a Conditional C-2 Use Application shall not be deemed an approval of any other Land Use Application, permit, or license.

Section 308 – Approved Conditional C-1 Use, Conditional C-2 Use, or Conditional Sign Permit to be Recorded:

Following the approval of a Conditional C-1 Use Application or Conditional C-1 or C-2 Sign Application by the Planning Commission or a Conditional C-2 Use Application by the County Council, the Planning and Development Services Director shall record the approved Conditional Use or Conditional Use Sign Permit in the Office of the Morgan County Recorder. The recorded Conditional Use or Conditional Use Sign Permit shall act as the official permit. The Applicant for the Conditional Use or Conditional Use Sign Permit shall bear the costs of recording the approved Permit.

Section 309 – Appeals:

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- 1 Any person aggrieved by a decision of the Planning Commission for any Conditional C-1 Use Application or any Conditional C-1 or C-2 Use Sign Application may appeal the decision, as an appeal of an administrative decision, to the Appeal Authority, as identified by the Management Code.
- 2 Any person aggrieved by a decision of the County Council for any Conditional C-2 Use Application may appeal the decision, as an appeal of an administrative decision, to the Appeal Authority, as identified by the Management Code.

**SECTION 400
CONDITIONAL USE APPLICATION AND CONDITIONAL USE SIGN APPLICATION
REQUIREMENTS**

The following minimum application requirements shall be provided for a complete Conditional Use Application of Conditional Use Sign Application:

- 1 A Conditional Use Application or Conditional Use Sign Application, signed by the Property Owner, or authorized agent of the Property Owner, and including the payment of all required application fees.
- 2 One (1) copy of a site plan, drawn at a scale of 1 inch = 50 feet, or as required by the Planning and Development Services Director, plus twelve (12) copies of a 11 inch x 17 inch reduced copy of the site plan set identifying the following;
 - a) The location and dimension of the property and all proposed uses and buildings, all existing uses, buildings or other structures located on the property, and existing buildings and structures located within one-hundred (100) feet of the property. Existing property lines and existing fence lines shall be shown.
 - b) The location and dimension of all existing natural features including, but not limited to areas of slope exceeding fifteen percent (15%), wetlands, drainage ways, flood plains, and water bodies.
 - c) The location and dimension of all existing and proposed roads, streets, ingress and egress points, and total parking and loading spaces, and including any permits as required by Morgan County Public Works Department or the Utah Department of Transportation, as applicable.
 - d) The location and dimension of all existing and proposed open space areas and trails.
 - e) The yard setbacks and the exterior dimensions of all existing and proposed buildings and structures.



- f) All public and private rights-of-way and easements located on, or adjacent to the property, proposed to be continued, created, relocated, or abandoned.
 - g) Existing site grade, and the proposed finished grade, shown at a maximum contour interval of two (2) feet, or as required by the Planning and Development Services Director.
- 3 Located on the site plan sheet(s), or on separate sheets, as may be proposed by the applicant, or required by the Planning and Development Services Director for readability, the following information shall be provided:
- a) The location and sizes of all existing water, sewer, storm drainage, power, gas, and telephone lines and facilities, and all other utility facilities.
 - b) The design plans for all new water, sewer, storm drainage, power, gas, and telephone lines and facilities, and other utility facilities, as applicable. Access points to all utilities and locations of utility connections shall be shown.
 - c) The design and cross-section of all new roads and streets proposed, if any, meeting the design and construction requirements of this Development Agreement, or other agencies, as applicable, and prepared by a licensed engineer, at a scale acceptable to the County Engineer.
 - d) Landscape plan(s) identifying all proposed landscape, screening and buffering features, including all proposed plant materials, including their locations and sizes.
 - e) Fences and Walls. The location of all proposed fences and walls, identifying proposed height, materials, and colors shall be shown.
- 4 Building Plans.
- a) As necessary, all information and materials required by the Building Code, as adopted, for a complete Building Permit Application, as applicable.
 - b) The exterior elevations of every side of all proposed buildings and structures, clearly showing building materials and colors proposed. This information may include color chips and material samples.
 - c) The location of all associated mechanical and ancillary equipment, if any, shall be provided, including any screening treatments proposed.

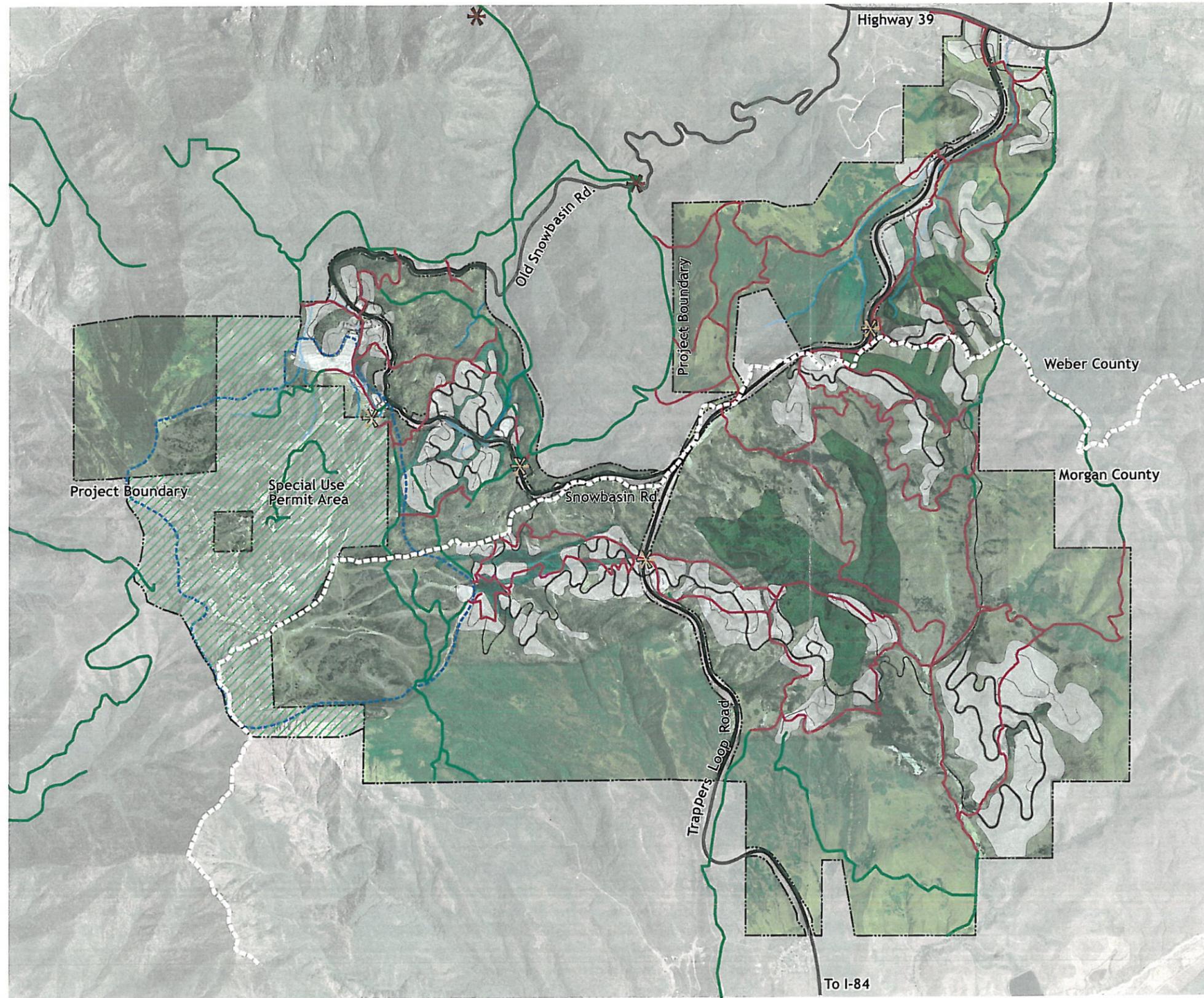


- 5 Land Use Application Summary Information Table. A land use application summary information table shall be provided meeting the minimum information requirements as provided by Exhibit L herein.
- 6 Site and Building Lighting Plans. Plans shall be provided identifying all proposed site and building lighting identifying the type, design, location, intensity, height, and direction of all site and building lighting.
- 7 Waste Collection. The location and dimensions of all proposed solid waste collection areas and storage areas, including the proposed methods of screening.
- 8 Erosion Control Plan(s). Plans identifying proposed temporary and permanent erosion control measures.
- 9 Construction Plan(s). Plans identifying all phases of construction, a construction schedule, and a list of all permits necessary for the proposed use(s), as applicable.
- 10 A Narrative, accompanied by necessary tables and other information, describing the proposed uses and construction sufficient to assist the Planning Commission, or the County Council, review the proposed site plan, and including:
 - a) A calculation, identifying all pervious and impervious areas.
 - b) A description of all proposed uses and buildings, including the total site area and building square footage, by building.
- 11 Proposed Mitigation Actions. Actions and conditions, proposed by the Applicant, to mitigate any negative impacts of the proposed use or sign.
- 12 Additional Information. Following review of the application by the Planning and Development Services Director additional information may be required for the Planning Commission or County Council to decide the Application.

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EXHIBIT F
SUBJECT PROPERTY OPEN SPACE AND TRAIL SYSTEM PLAN

EXHIBIT F SUBJECT PROPERTY OPEN SPACE AND TRAIL SYSTEM PLAN



- Snowbasin Project Boundary
- * Snowbasin Proposed Trailhead
- * Existing Trailhead
- Open Space
- Development
- Golf Course
- Snowbasin Proposed Trails
- Existing Trails
- Roads

The Open Space & Trails System diagram illustrates the existing trails and proposed new trails within Snowbasin Resort. The proposed trails may be moved or removed and/or new trails added during on-site analysis and discussions with Morgan County, Mountain Green, Department of Wildlife Resources, or other agencies.

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EXHIBIT G
SUBJECT PROPERTY SITE PLANNING AND DEVELOPMENT STANDARDS

EXHIBIT G

SUBJECT PROPERTY SITE
PLANNING AND DEVELOPMENT
STANDARDS



snowbasin
A SUN VALLEY RESORT



DATE: SEPTEMBER 26, 2013

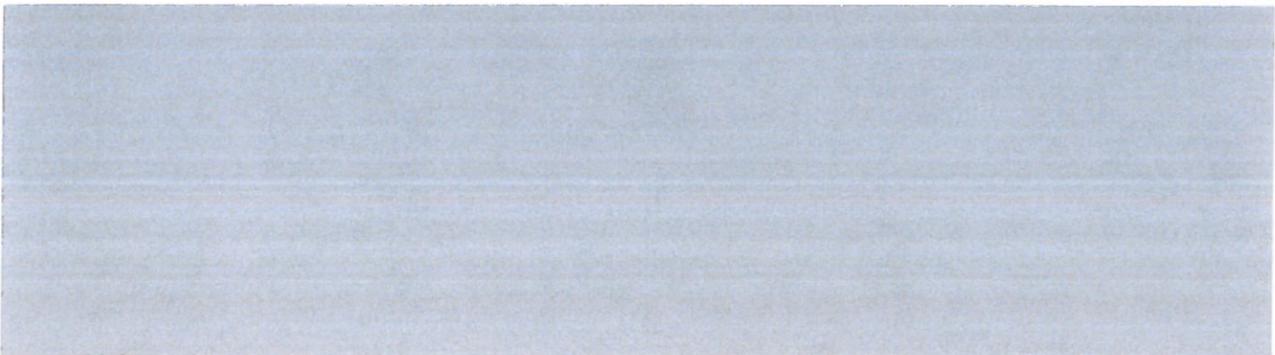
APPLICANT:
SNOWBASIN RESORT COMPANY
P.O. Box 10
1 Sun Valley Road
Sun Valley, ID 83353

PREPARED BY:
DESIGNWORKSHOP
1390 LAWRENCE STREET #200
DENVER, CO 80204

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Introduction



Intent and Purpose

The Snowbasin Resort consists of approximately 12,000 acres near the Wasatch-Cache National Forest and spans both Morgan County and Weber County. Approximately 8,100 acres are located within Morgan County. Due to the vast geographic area of the resort, the intent is for the development standards to be consistent across the two counties so the ultimate build-out of the project appears to not be influenced by different jurisdictional requirements.

The Purpose of the Snowbasin Design Standards is to direct development in ways that will preserve and enhance the Snowbasin Resort-related development. By maintaining the natural, open and mountain characteristics of the area, Snowbasin Resort will be integrated into the landscape. Specific objectives of the standards are below:

1. Retain and enhance the natural character of the site.
2. Maximize the perceived open space.
3. Optimize views and privacy.
4. Conform with the Morgan County codes and be complementary to the Weber County codes.

This document is to be used in addition to the Morgan County Code. Where there is a conflict between this document and the Morgan County Code, the Municipal Code governs. The Criteria set forth within this document may be more stringent than the Morgan County Code but never less so.

Document Structure and Organization

The document addresses the specific requirements of the Morgan County Resort Special District (Ordinance No. CO-11-17) zone application requirements, Section 8-5J-2-C2.

Illustrations/ Images

The illustrations and images in this document are not intended to be representative of what will/should be built. Instead, they are intended to be a visual reference to the narrative language.

Definition of Terms

The goals and requirements for the design of each element are described under three headings for each review issue: Intent, Standard and Guideline. These are comprehensive for all land use types unless there needs to be a more specific delineation of the Standard, in which case the land use types (Mixed-Use, Multi-Family or Single Family) will be included to qualify the Standard.

They are described as follows:

Intent

Intent statements are provided to define the vision and goals that the standards and guidelines have been created to achieve. The intent statement will provide additional information where a standard or guideline is in question.

Standard

The Standard is objective criteria that provides a specific set of directions for achieving the Intent. Standards denote issues that are considered critical. Standards use the term “shall” to indicate that compliance is absolutely required and deemed necessary to achieve the intent for each section.

Guideline

The Guideline provides alternative solutions for accomplishing the goals set forth in the Intent statement. Guidelines are more flexible and are sometimes more difficult to quantify than standards. Guidelines use the terms “should” or “may” to denote they are considered relevant to achieving the Intent statement and will be pertinent in the review process.

Where Guidelines amplify a Standard, they are preferred, but not mandatory criteria. Guidelines will, however, be strongly considered where a Standard is not being met and an alternative is being sought, but a Guideline shall never be considered a variance. In such a case, it must be demonstrated that the alternative meets one or more of the following criteria:

- the alternative better achieves the Intent statement;
- the Intent statement that the Standard was created to address will be improved by application of the Guideline in this particular circumstance;
- the application of other Standards will be improved by not applying the Standard in this particular circumstance;
- unique site characteristics make the Standard impractical or cost prohibitive.



Definitions

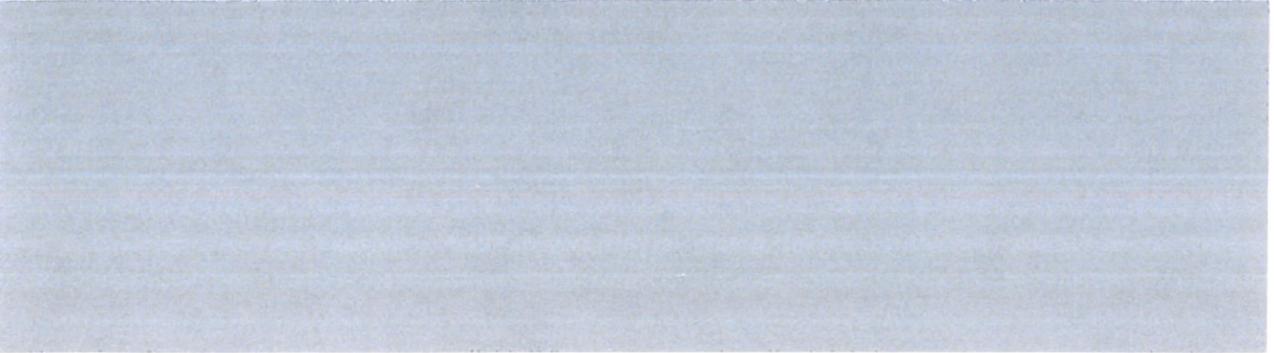


Exhibit 1-5

Definitions

Applicant(s): The owner of land proposed for any land use application, permit or license or such owner's duly authorized agent. Any agent must have written authorization from the owner.

Architect: A professional individual registered in the state of Utah to practice in the field of architecture.

Berm: A strip of mounded top soil, which provides a visual buffer or screen.

Building Height: The vertical distance from the natural or finished grade surface at the foundation to the highest point of the building or structure.

Cut: Any disturbance on the land including any trenching, which results in the permanent removal of earth, rock or any other surface material such as vegetation, filling or paving. The reference for a cut shall be measured from natural to finished grade.

Defensible Space: An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

Design Standards: The intents, standards and guidelines adopted and enforced by Morgan County as set forth within this document.

Disturbed Area: Any Lot surface area altered in any way during the construction of a building or landscape improvement.

Fill: Any addition of earth, rock or any other surface materials to the surface of the land that increases the natural elevation of the original surface. The reference for a fill shall be measured from natural to finished grade.

Finish Grade: The final elevation of the land surface of the site after completion of development.

Grading: An excavation, cut or fill, or the act of excavating, either cutting or filling.

Indigenous: Plants native to and/or originating from a locale.

Lot: A parcel or tract of land occupied or to be occupied by a building or group of buildings, together with such yards, open spaces, lot width and lot area and having frontage upon a street.

Owner: Any person who alone, jointly or severally with others, or in a representative capacity (including, without limitation, an authorized agent, executor or trustee) has legal or equitable title to any property.



Owner Representative: Any Architect, contractor, subcontractor, agent or employee hired or engaged by an Owner to speak and act on behalf of the Owner in regards to any Activity.

Permanent Enhancement: The construction of any landscaping wall, fencing or other non-temporary element to remain for more than one calendar year.

Permeable: A surface material that allows for the penetration or partial penetration of surface water.

Record Grade: Natural grade existing prior to any site preparation, grading or filling, unless a new Record Grade is approved and recorded at the time of subdivision approval and noted and filed on the final plat.

Retaining Wall: A wall designed and constructed to resist the lateral displacement and erosion of soils or other materials.

Ridgeline: The highest points along a mountain top.

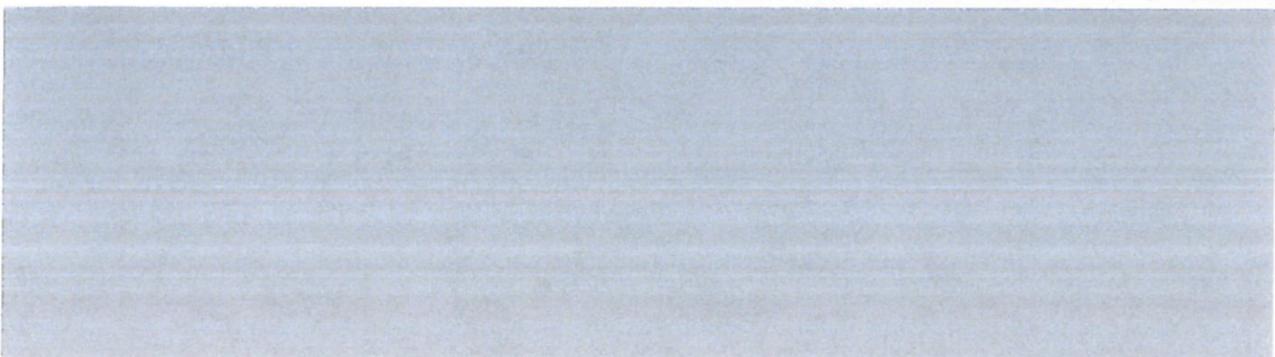
Skylining: Any structure or improvement that creates a silhouetted appearance against the sky. Typically referring to a structure or improvement above a ridgeline.

Slope (Percent): Percent slope is calculated by multiplying the ratio of a slope's rise (1') to run (2') by one hundred (100). For example, a slope of 2:1 is a 50% slope.

Turnabout: The area adjacent to a garage intended for the use of turning a car around and/or the outdoor parking of vehicles.

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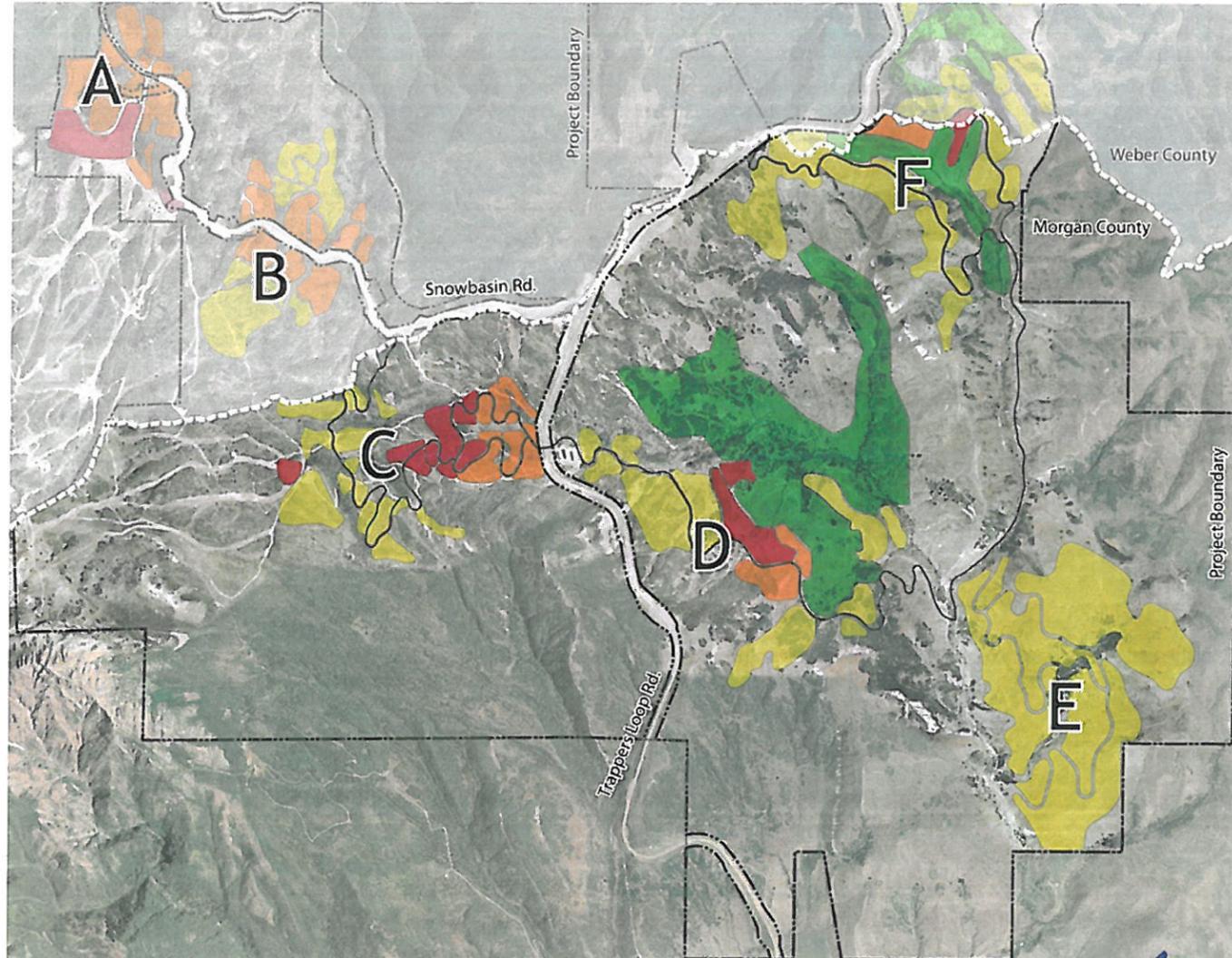
Site Planning and Development



Land Use Types, Location and Density

- Snowbasin Project Boundary
- - - Snowbasin Ski Area Boundary
- ▨ USFS Special Use Permit Area
- Roads
- ▨ Parking Structure with Residential Above
- Single Family residential
- Multi-family residential
- Mixed-use development
- Golf and Golf Infrastructure

Morgan County Development Area	
Development Area	Acres
Morgan County Total Land Area	8,144
Area C - Strawberry Village	227
Area D - The Meadows Village	294
Area E - The Meadows	475
Area F - The Meadows	190
Morgan County Total Development	1,186
Morgan County Total Open Space	6,958
Morgan County % of Open Space	85%



General Architectural Design Considerations

Intent

To establish an architectural standard that is appropriate for the Snowbasin Resort, is consistent with the natural surroundings and exhibits the highest level of quality.

Standard

- All buildings shall be designed by a licensed professional in accordance with the local building and fire codes.
- All buildings and structures shall be designed with consideration given to the mountain community home styles and shall be appropriate for the climate.

Guideline

Architects and Landscape Architects are preferred to have experience in the region or similar climates/environments.

Lot Area

Intent

To provide satisfactory and desirable sites for buildings and property related to topography.

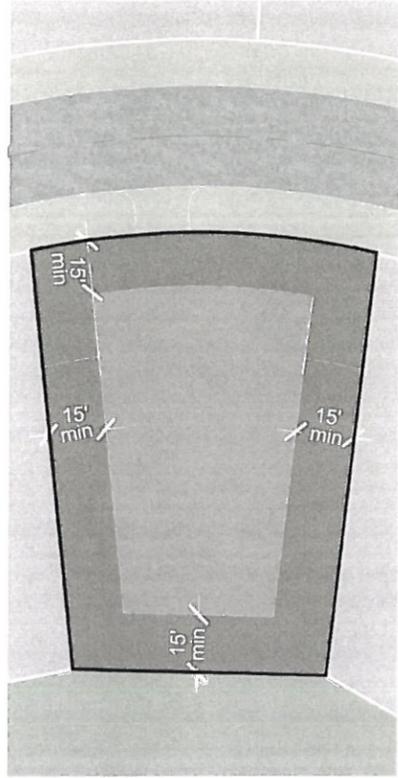
Single Family Residential

- Lots sizes will vary.

Multi-family Residential and Single Family Residential Standard

- Each lot shall abut on a public street, private street, or private access right-of-way (i.e. driveway to multi-family building).
- Side lines of lots shall be approximately at 90 degree angles, or radial to the street right-of-way, as practicable.





Multi-family and single family residential setbacks

Minimum Setbacks

Intent

To provide boundaries that will be used to determine the location of any permanent construction, excluding the Mixed-Use land use.

Standard for all Land Use types

- The minimum setback from the Trapper's Loop Highway right-of-way shall be one hundred feet (100').
- Setbacks from other public rights-of-way shall be a minimum of fifteen feet (15'), unless otherwise specified.

Multi-family Residential and Single Family Residential Standard

- Setbacks from the public right-of-way shall be a minimum of fifteen feet (15').
- Side Yard setbacks shall be a minimum of fifteen feet (15').
- Rear Yard setbacks shall be a minimum of fifteen feet (15').
- No structures or grading other than a driveway, utilities and paths shall be constructed within setback areas.
- Building orientation shall respond to the site and the front of the house should face the street whenever possible.

Commercial Standard

- No setback restrictions.

Guideline

Permanent enhancements such as landscaping walls or fencing may be constructed within the setback area.

JTF
JAK

Building Height

Intent

To maintain quality aesthetics for adjacent uses.

Mixed Use Standard (excluding Hotels)

- No portion of any building shall exceed sixty-six feet (66') in height above Design Grade with the exclusion of the following:
 - Chimneys
 - Lightning rods
 - Elevator core
 - Utility Stacks
 - Photovoltaic panels
 - Hotels may exceed this height restriction with County approval.
- Buildings on natural topography above fifteen percent (15%) in slope shall be stepped in form.
- Larger structures shall include a variety of building heights to avoid a monumental appearance.
- The tallest portion of a structure shall be located towards the center of the building, wherever possible.



Buildings on natural topography above fifteen percent (15%) in slope shall be stepped in form



Construction on steep slopes will avoid excessive cutting into existing topography for foundations

Multi-Family Residential Standard

- No portion of any multi-family building shall exceed forty-four feet (44') in height above Finish Grade with the exclusion of the following:
 - Chimneys
- Lightning rods
 - Weather vanes
 - Photovoltaic panels
- Buildings on natural topography above fifteen percent (15%) in slope shall be stepped in form.
- Larger structures shall include a variety of building heights to avoid a monumental appearance.
- Buildings shall not be constructed so that any portion skylines (creates silhouetted appearance against sky).

Commercial Standard

- No height restrictions.

Guideline

Variations in building height are encouraged to convey visual interest, reduce perceived mass, and give a sense of scale.

BT
JAK
Exhibit G - 13



Building Mass and Form

Intent

To provide safe access, exhibit the traditional mass and scale of comparable resort communities, and promote stepped construction that fits into the existing topography as naturally as possible.

Single Family, Multi-Family, Mixed Use and Golf Infrastructure Standard

- The shape of the building shall be determined by its functional mass.
- The resulting building mass from the shape of the walls, floors and roofs shall be broken into smaller scale components to avoid visually overpowering proportions.
- The use of singular roof mass shall be avoided (except golf maintenance and golf storage buildings).



Guideline

An articulated facade is encouraged to avoid overly repetitive elements so as to avoid the appearance of an over-scaled singular mass on large buildings



Examples of building mass and form

*STF
JDK*

Roofs

Intent

To avoid large, unbroken expanses of single pitched roofs and to promote large sheltering roofs with long overhangs that minimize the apparent height of walls.

Standard

- The mass of a roof shall be broken into planes and smaller elements to visually reduce the overall scale.
- Recommended roof pitches are from 3:12 to 12:12.
- Stylistic roof forms such as Mansard or "exotic" forms such as hyperbolic paraboloids or other conical sections shall not be permitted.
- Roofs shall have at least a Class A roof covering, Class B roof assembly or an approved noncombustible roof covering.
- Roof surfaces should be covered with composite shake or natural or synthetic slate tiles.
- All roof flashing, fire place caps, vents, hoods and other roof accessories shall be copper or a pre-finished metal that blend with the color of the selected roof material.
- Shiny or reflective metal roofing or flashing material shall not be allowed.
- Non-reflective metal accents such as copper or zinc may be used provided it does not cover more than twenty five percent (25%) of roof surface.

Guideline

A hip, gable or shed roof configuration may be appropriate to achieve the intended rural architectural character.



Examples of roof form



Recommended roof pitches are from 3:12 to 12:12

Handwritten signature/initials in blue ink.

Building Color and Texture

Intent

To help blend the structure into the surrounding natural landscape.

Single Family, Multi-Family, Mixed Use and Golf Infrastructure Standard

- Exterior color schemes shall reflect the natural earth tones of the surrounding landscape.
- Exterior sun screens and awnings shall be in natural tones compatible with the building color.
- Neutral tones shall be used for large exterior surface applications.
- Colors shall complement or blend with surrounding landscape.
- Stone and mortar shall reflect the natural colors of the surrounding landscape.
- Finishes shall complement and enhance the building's natural material and its intrinsic qualities.
- Textures shall be incorporated throughout the structure to create a variety of pattern and shadow.
- Approved exterior wall materials shall be of stone, wood siding, composite siding and natural log.
- All building surfaces, excluding metal, shall be painted or stained. Metal siding shall be resistant to glare.
- Exposed wood beams or timbers are allowed on building walls.
- Log products shall be peeled.
- Shingles or shakes shall be limited to concrete, composite material or asphalt.
- Faux stone shall not be permitted.
- Vinyl siding shall not be permitted on any exterior building surface wall.
- Highly reflective and mirrored glass and window films shall not be used.

Guideline

Accent colors that are not included within the natural earth tone color palette that are used in specific and limited applications may be approved if it is demonstrated that the additional color benefits the overall design scheme.



Retaining Walls

Intent

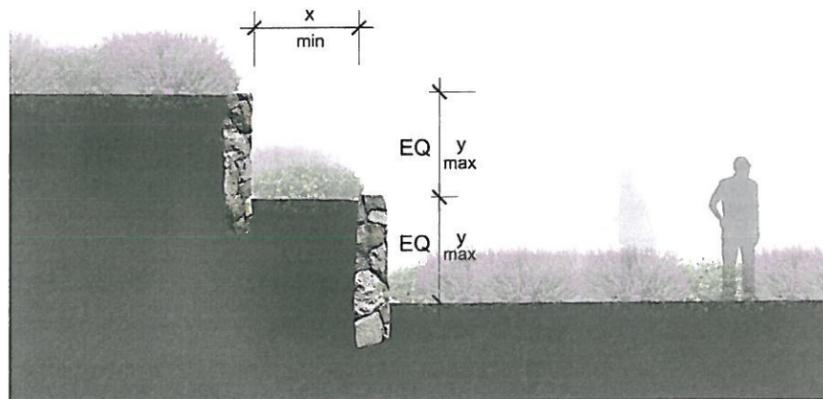
To minimize the disturbance of the site and to integrate new improvements into the existing topography.

Standard

- Retaining wall height shall not exceed six feet (6').
- Retaining walls that need to make up vertical elevation beyond four and one-half feet (4.6') shall be stepped or terraced to provide planting pockets.
- The terrace width shall be a minimum of thirty-six inches (36"), or equal to the height of the wall if over 36" from face of wall to back of wall.
- The planting area of the terrace shall be a minimum of thirty-six inches (36").
- Tops and ends of walls shall be shaped to blend into adjoining natural contours.

Guideline

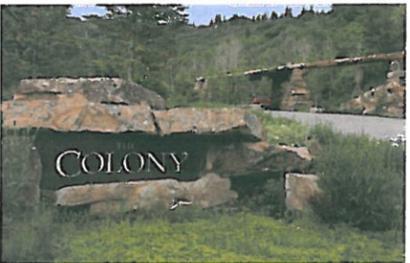
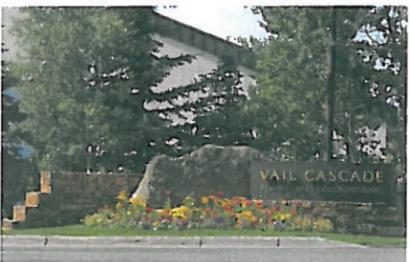
Higher retaining walls may be considered if the design results in lesser impacts on the land.



x = minimum of 36", or equal to the height of the wall
 y = maximum height of wall to be less than or equal to 4'-6".

OP
JAK

Examples of retaining walls



Examples of project signage

Signage Standards

Intent

To provide clear identity and wayfinding signage for visitors and residences

Mixed Use Standard

- Each freestanding building or complex is allowed two (2) wall signs per street frontage which shall not exceed five percent (5%) of the square footage of the front of the building, not including false fronts.
- Each freestanding building or complex having primary or secondary entry from a street, shall be allowed one (1) ground mounted sign per frontage. The sign may be placed on a landscaped berm up to two (2) feet from finished grade.
- Portable signage shall not be allowed.
- Banners shall be allowed on light poles or free-standing poles. Each banner shall be safely secured to a permanent fixture and be no closer than eight (8') feet to the ground.

Residential Standard

- Multi-family residential buildings shall be allowed one (1) sign identifying the name of the property.
- One (1) Entry or Monument signs shall be allowed for a subdivision area.

Guideline

All signage should be designed to minimize visual impact as much as possible while still providing direction for users.

Exterior Service Areas and Site Utilities

Intent

To provide areas outside of plain view from street and adjacent neighboring buildings to hide unsightly necessities on site.

Standard

- Utility routing shall follow the driveway unless this routing is not feasible.
- Any utility boxes and/or meters shall be screened so they are not visible from the street per utility company requirements.
- All mechanical equipment shall be screened from view, either by enclosure or parapet wall.
- Garbage storage sites shall be hidden from view of adjacent buildings and the street or shall be designed with minimum visual impact when it is not possible to completely hide the structure.
- Garbage enclosures shall be made inaccessible to wildlife and incorporated into architecture of residential structure.

Guideline

All service areas should be designed to be as least visually impacting as possible.





Parking and Driveway Standards

Intent

Provide alignments that minimize grading and other disruption of the site.

Mixed Use and Multi-Family Residential Standard

- All parking and drive lanes shall be paved with concrete, asphalt or permeable paver, unless alternative material is approved.
- Maximum gradient of parking lots shall meet Morgan County code requirements.
- All subdivisions shall be provided with fire apparatus access roads in accordance with fire codes.
- Driveways shall provide a minimum unobstructed width of twelve feet (12') and a minimum unobstructed height of thirteen feet, six inches (13'6").



All parking and drive lanes shall be paved with concrete, asphalt or permeable paver, unless alternative material is approved.



Guideline

A garage may be located above or below main living area to accommodate a lesser driveway gradient and avoid driveways in excess of 10 percent.



Driveways are to be designed with the natural topography when feasible



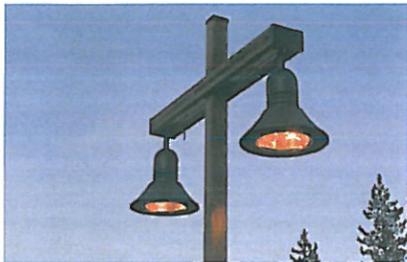
Resort/Parking Lot Lighting Standards

Intent

To minimize lighting, maintain the rural character of the site, limit lighting as required only by safety and preserve views of the night sky in Morgan County.

Standard

- Pedestrian/Village lights shall be a maximum of sixteen feet (16') in height.
- Parking lot lights shall be a maximum of twenty feet (20') in height.
- Full cut-off lights shall be required for all lighting fixtures.
- No uplighting of any kind shall be allowed.
- Pool lighting shall be limited to fully submerged lights and down lights for adjacent patio areas.
- The maximum total lumens of any exterior light fixture shall be 1000 lumens.
- Sodium vapor and all colored lights shall be prohibited.



Guideline

LED lighting requirements may exceed the 1000 lumens maximum if deemed necessary for safety.

Examples of preferred lighting

Exhibit G - 21



Example of Spot Down Lighting



Example of Dimensional "Halo" Letters (day)



Example of Dimensional "Halo" Letters (evening)



Example of White Reflective Lettering



Example of Retail Tenant Sign Down Lighting (Linear Fixture)

Signage Lighting Standards: Subject Property

Intent

To provide consistent and appropriate lighting for signage and wayfinding

Single Family, Multi-Family, Mixed Use and Golf Infrastructure Standard

- Each freestanding monument sign shall be illuminated with a series of external spot down lights or with internal "halo" lighting.
- Spot lights shall always be pointed down. No uplighting of signs is allowed.
- Lighting shall be a warm white (3000°). No colored lighting is allowed.
- Signage on larger roadways shall utilize white reflective lettering on a dark background for vehicular informational and directional signs.
- Exposed illumination is not allowed.
- Lighting shall never cause glare or distract drivers.

Mixed Use with Retail/Ski Base Standard

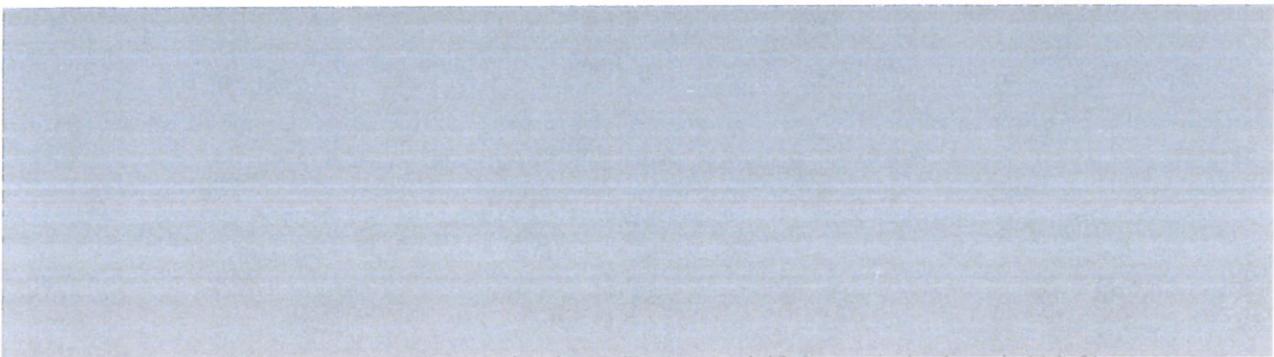
- All Retail Tenant signs shall be illuminated with 1-3 external spot down lights or a linear down light fixture.
- Spot lights shall always be pointed down. No uplighting of signs is allowed.
- Lighting shall be a warm white (3000°). No colored lighting is allowed.
- Exposed illumination is not allowed.
- Internal illumination is not allowed.
- Neon illumination is not allowed.

Guideline

All lighting shall be designed as an integrated element of the signage design. Lighting should be subtle and not draw attention to itself. A concealed timer shall be included with all lighting.

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Landscape and Buffer Standards





Parking Lot Landscaping Standards

Intent

Visually break up large areas of surface parking

Mixed Use and Multi-Family Residential Standard

- Create landscape buffers between rows
- Parking lots shall be screened, for the purpose of minimizing views of parking cars from the public right-of-way, but a landscaped treatment along all property lines which abut the public right-of-way.
- The landscape treatment should be undulating, and have a variety of materials to provide interest and separation from the site's impervious surface.
- The end of every parking aisle shall have a landscaping island.



Guideline

Where space allows, berming is encouraged as part of the perimeter landscape treatment to allow for diversity of interest.



It is encouraged that parking lots be well landscaped to interrupt the pavement expanse, reduce heat island effect, improve the visual appearance and to shade parked cars and pedestrians

Defensible Space

Intent

To reduce the possibility and intensity of a wildfire, reduce the rate of fire spread and provide increased safety for emergency fire equipment.

Standard

- A minimum of 30 feet adjacent to all structures shall be considered defensible space. In order to qualify as defensible space, fuel modification shall be provided as follows:
 - Nonfire-resistive vegetation must be modified or removed.
 - Trees are allowed, provided the horizontal distance between crowns of adjacent trees and overhead electrical facilities or unmodified fuels is not less than 10 feet (10').
 - Ornamental vegetative fuel or cultivated ground cover, such as green grass, ivy, succulents or similar plants are allowed provided they do not form a means of transmitting the fire from the native growth to any structure.

Guideline

Nonfire-resistive vegetation or growth shall be kept clear of buildings or structures.

Common and Private Open Space for Multi-Family Residential

Intent

To maintain the natural beauty of Morgan County and Snowbasin Resort and enhance built structures as they relate to the surrounding environment.

Standard

- A minimum of thirty percent (30%) of the total disturbed area of each lot shall be landscaped (excluding the building footprint area from gross calculation)
- A minimum of seventy percent (70%) of all new planting shall be indigenous species to the Rocky Mountain sub-alpine and lower mountain zones.
- Approved plant species list is included in Appendix A.
- Utah fire resistant species list is in Appendix B.

Guideline

Plant species that are similar in character and hydration requirements to those listed on the approved plant species palette may be considered for use (See Appendix).


Exhibit G - 27



Examples of natural revegetation

Revegetation and Seed Mixes for Subject Property

Intent

To prevent erosion and the invasion of unwanted species.

Standard

- All disturbed areas on each lot shall be revegetated via drill seeding or hydromulch application the first growing season after disturbance has occurred using the native seed mix listed in the Approved Plant Species Palette in the Appendix.
- A minimum of 95% of the disturbed area must be covered two years after the application or additional seeding will be required.
- Any disturbance caused by utility construction shall be revegetated immediately following completion of construction, or within sixty (60) days after the disturbance.
- All slopes 3:1 and greater shall be protected with erosion control fabric as appropriate. Hydromulch may also be utilized.

Guideline

An alternative seed mix may be considered and approved outside of the building envelope if the alternative seed mix unifies the overall landscaping theme for the lot and does not include invasive or unwanted species.

Irrigation

Intent

To minimize the need for permanent irrigation in an attempt to reduce usage of potable water.

Standard

- Automated irrigation systems shall be required for all new plantings for a minimum of two growing seasons for establishment purposes.

Guideline

Permanent irrigation shall be located only where necessary. The seven steps of Xeriscape design are encouraged (See Appendix).

Grading

Intent

To promote the public health, safety, and welfare, to protect property and infrastructure, and to minimize grading impacts on the natural contour of the land on each site by blending new designs into existing topography and land forms, while ensuring the protection of drainage corridors.

Standard

- Buildings shall not appear perched on site.
- Maximum slopes shall be 2:1, subject to geotech report. Slopes greater than 2:1 shall require a retaining wall.
- Disturbed areas shall be revegetated to match and blend naturally into surrounding environment.
- All cuts and fills shall be shaped, rounded, minimized and non-uniform to simulate natural existing contours.
- Existing topsoil will be stockpiled and utilized to cover manufactured slopes.
- All earthwork and grading shall respect any landslide mitigation strategies for the property, depending upon location.
- A geotech report is required for all structural grading.

Guideline

Slopes up to 2:1 may be considered without the use of retaining walls if proper slope stabilization products are utilized and approved by Morgan County.



Buildings are to be constructed to minimize grading impacts



Examples of preferred grading solutions

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Drainage

Intent

To maintain existing drainage patterns and discharge points both during and after construction.

Standard

- New drainage ways shall appear natural and function like natural drainage ways.
- Drainage resulting from development shall be dispersed on site and not directed to other lots.
- Passive landscape swales shall be protected prior to drainage leaving the site.

Guideline

When existing drainage patterns run through a development parcel, the drainage pattern may be manipulated to accommodate a built structure if the drainage is rerouted.



Examples of preferred drainage solutions

Appendix

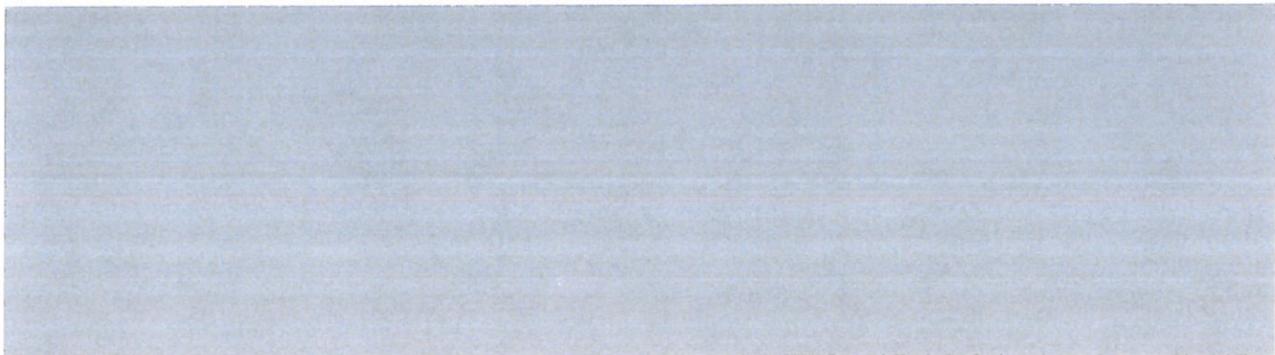


Exhibit A

Appendix A

Recommended Plant Species Palette

Any species of plants not listed below that are indigenous to Morgan County may also be acceptable, upon specific review by Morgan County.

PLANT TYPES	BOTANICAL NAME	COMMON NAME
Evergreen Trees	<i>Picea pungens</i>	Colorado Spruce
	<i>Pinus ponderosa</i>	Ponderosa Pine
	<i>Pinus edulis</i>	Pinyon Pine
	<i>Pinus nigra</i>	Austrian Pine
	<i>Pseudotsuga menziesii</i>	Douglas Fir
Deciduous Trees	<i>Acer grandidentatum</i>	Big-tooth Maple
	<i>Celtis occidentalis</i>	Common Hackberry
	<i>Crataegus douglasii</i>	Douglas Hawthorn
	<i>Populus tremuloides</i>	Quaking Aspen
	<i>Sorbus scopulina</i>	Rocky Mountain Ash
Evergreen Shrubs	<i>Cercocarpus ledifolius</i>	Curl-leaf Mountain Mahogany
	<i>Juniperus horizontalis</i>	Creeping Juniper
	<i>Mahonia repens</i>	Creeping Mahonia
Deciduous Shrubs	<i>Acer glabrum</i>	Rocky Mountain Maple
	<i>Amelanchier alnifolia</i>	Saskatoon Serviceberry
	<i>Cornus stolonifera</i>	Redtwig Dogwood
	<i>Euonymus alatus</i>	Burning Bush
	<i>Fallugia paradoxa</i>	Apache Plume
	<i>Foresteria neomexicana</i>	Mountain Privet
	<i>Physocarpus malvaceus</i>	Ninebark
	<i>Philadelphus lewisii</i>	Mockorange
	<i>Potentilla fruticosa</i>	Shrubby Cinquefoil
	<i>Prunus melanocarpa</i>	Chokecherry
	<i>Rhus glabra</i>	Smooth Sumac
	<i>Rhus trilobata</i>	Oakleaf Sumac
	<i>Ribes alpinum</i>	Alpine Currant
	<i>Ribes aureum</i>	Golden Currant
	<i>Rosa woodseii</i>	Wood's Rose
<i>Symphoricarpos albus</i>	Common Snowberry	
Perennials/ Ground covers	<i>Alyssum saxatile</i>	Basket of Gold
	<i>Aquilegia caerulea</i>	Rocky Mountain Columbine
	<i>Arctostaphylos uva-uri</i>	Kinnikinnick

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JJK

<i>Chrysanthemum maximum</i>	Shasta Daisy
<i>Delphinium elatum</i>	Delphinium
<i>Echinacea purpurea</i>	Purple Coneflower
<i>Eriogonum species</i>	Buckwheat species
<i>Euonymus fortunei</i>	Wintercreeper
<i>Fragaria species</i>	Wild Strawberry
<i>Gaillardia species</i>	Blanket Flower
<i>Heuchera sanguinea</i>	Coralbells
<i>Hemerocallis hybrids</i>	Daylillies
<i>Linum perenne</i>	Wild Blue Flax
<i>Lupinus polyphyllus</i>	Lupine
<i>Oenothera missouriensis</i>	Evening Primrose
<i>Penstemon species</i>	Penstemon
<i>Sphaeralcea species</i>	Globemallow species
<i>Vinca species</i>	Periwinkle

Ornamental Grasses

<i>Andropogon scoparium</i>	Little Bluestem
<i>Bouteloua gracilis</i>	Blue Grama
<i>Festuca ovina</i>	Sheep Fescue
<i>Oryzopsis hymenoides</i>	Indian Ricegrass
<i>Pseudoroegneria spicata</i>	Bluebunch Wheatgrass

Native Seed Mix

Provide seed mixes designed to perform at altitude with an initial cover crop to minimize erosion.

Guideline

Drought tolerant plants that are not local to the immediate Snowbasin Resort, but that work well in Morgan County and other Xeriscape gardens may be acceptable.

All weeds officially designated and published as noxious per the Utah Noxious Weed Act shall not be introduced on the site. If evidence supports that any noxious weeds exist prior to development, all efforts should be taken to eliminate the noxious weeds.

 Exhibit G - C

VEGETATION MANAGEMENT PLAN

Source: 2006 Utah Wildland-Urban Interface Code

UTAH FIRE RESISTIVE SPECIES

Adapted from "Utah Forest Facts: Firewise Plants for Utah Landscapes"
Utah State University Extension, 2002

Grasses

Agropyron cristatum (Crested Wheatgrass)
Agropyron smithii (Western Wheatgrass)
Buchloe dactyloides (Buffalograss)
Dactylis glomerata (Orchardgrass)
Festuca cinerea and other species (Blue Fescue)
Lolium species (Rye Grass)
Poa pratensis (Kentucky Bluegrass)
Poa secunda (Sandberg Bluegrass)

Herbaceous Perennials

Achillea clavennae (Silvery Yarrow)
Achillea filipendulina (Fernleaf Yarrow)
Achillea - other species & hybrids (Yarrow)*
Aquilegia - species & hybrids (Columbine)
Armeria maritime (Sea Pink, Sea Thrift)
Artemisia stelleriana (Beach Wormwood, Dusty Miller)
Artemisia - other species & hybrids (Various names)*
Bergenia - species & hybrids (Bergenia)
Centranthus ruber (Red Valerian, Jupiter's Beard)
Cerastium tomentosum (Snow-in-summer)
Coreopsis auriculata var. *Nana* (Dwarf Mouse Ear Coreopsis)
Coreopsis - other perennial species (Coreopsis)
Delosperma nubigenum (Hardy Ice Plant)
Dianthus plumarius & others (Pinks)
Erigeyon hybrids (Fleabane)*
Gaillardia X grandiflora (Blanket Flower)
Geranium cinereum (Hardy Geranium)
Geranium sanguineum (Bloody Cranesbill, Bloodred Geranium)

Geranium species (Geranium)
Hemerocallis species (Daylily)
Heuchera sanguinea (Coral Bells, Alum Root)
Iberis sempervirens (Evergreen Candytuft)
Iris species & hybrids (Iris)
Kniphofia species & hybrids (Red-hot Poker)
Lavandula species (Lavender)
Leucanthemum X superbum (Shasta Daisy)
Limonium latifolium (Sea-lavender, Statice)
Linum species (Flax)
Liriope spicata (Lily-turf)
Lupinus species & hybrids (Lupine)*
Medicago sativus (Alfalfa)
Oenothera species (Primrose)
Papaver species (Poppy)
Penstemon species & hybrids (Penstemon)
Perovskia atriplicifolia (Russian Sage, Azure Sage)
Potentilla nepalensis (Nepal Cinquefoil)
Potentilla tridentata (Wineleaf Cinquefoil)
Potentilla verna (tabernaemontani) (Spring Cinquefoil; Creeping Potentilla)
Potentilla - other non-shrubby species & hybrids (Cinquefoil, Potentilla)*
Salvia species & hybrids (Salvia, Sage)*
Sedum species (Stonecrop, Sedum)
Sempervivum tectorum (Hen and Chicks)
Stachys byzantina (Lamb's Ear)
Yucca filamentosa (Yucca)

continued

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Shrubs and Woody Vines

Atriplex species (Saltbush)
Ceanothus americanus (New Jersey Tea)
Ceanothus ovatus & others (Ceanothus)
Cistus species (Rock-rose)
Cotoneaster dammeri (Bearberry Cotoneaster)
Cotoneaster horizontalis (Rockspray or Rock Cotoneaster)
Cotoneaster – other compact species (Cotoneaster)
Hedera helix (English Ivy)
Lonicera species & hybrids (Honeysuckle)
Mahonia repens (Creeping Oregon Grape)
Parthenocissus quinquefolia (Virginia Creeper)
Prunus besseyi (Sand Cherry)
Purshia tridentata (Bitterbrush, Antelope Bitterbrush)
Pyracantha species (Firethorn, Pyracantha)
Rhamnus species (Buckthorn)
Rhus trilobata (Skunkbush Sumac)
Rhus – other species (Sumac)
Ribes species (Currant, Gooseberry)
Rosa rugosa & other hedge roses (Rugosa Rose)
Shepherdia canadensis (Russet Buffaloberry)
Syringa vulgare (Lilac)
Vinca major (Large Periwinkle)
Vinca minor (Dwarf Periwinkle, Common Periwinkle)

Trees

Acer species (Maple)
Betula species (Birch)
Cercis canadensis (Eastern Redbud)
Populus tremuloides (Quaking Aspen)
Populus – other species (Poplar, Cottonwood)
Salix species (Willow)

** Plants or groups of plants marked with an asterisk (*) can become weedy in certain circumstances, and may even be noxious weeds with legal restrictions against their planting and cultivation. Check with your local Extension office or State Department of Agriculture for information on noxious weeds in your area.*

Note: Some of the listed plants may not be considered “water-wise” or drought-tolerant for arid climates.

Exhibit G - E

Appendix C

Xeriscape (Seven Steps)

1. Design

Achieving long-term success of a Xeriscape landscape takes planning and design. Minimize initial investment by installing xeriscape landscape in phases. Create a site plan drawing of the property, being careful to note any slopes, drainage problems, existing plants and trees or other factors that will affect your landscape needs. Determine which areas of the site are in full sun or shaded and the areas that will need to be irrigated.

2. Plant Selection

When selecting new plants, choose those labeled "drought-tolerant." Group plants together, according to their sunlight and water need, to eliminate unnecessary watering. Following the original site plan, determine which areas of the landscape fall into the three zones listed below and then select plants accordingly.

Natural Zones

Plants in these areas live on rainfall alone. These plants can be native to Idaho, thriving in full sun, or they can be cultivated plants that have adapted and are more suitable for shade areas. Try to incorporate any of the existing drought-tolerant plants into the new Xeriscape.

Low-Water Zones

Plants in these areas will be able to survive mostly on rainfall, but may need a little additional watering in times of drought.

Moderate Water Zone

These areas will require frequent waterings and should be limited in number to serve as the focal points of the Xeriscape landscape. Keep these areas functional, as in entryway flower gardens, grass areas, or fruit and vegetable gardens.

3. Improve the Soil

Mix organic matter, such as homemade compost, peat, manure or topsoil into the flower or vegetable gardens to improve the soil's ability to retain water. The best soil contains equal amounts of all three of the major soil components - sand, silt and clay.

4. Practical Turf Areas

Turf grass requires more water and maintenance than any other part of the landscape. Always look for drought-tolerant varieties when installing new turf areas. Aside from areas needed for recreation and run-off control, consider other alternatives: attractive ground covers, mulched gardens and walkways and low shrubs.

5. Water Wisely

By grouping plants according to their water needs, design the sprinkler system to use water more efficiently. Sprinkler heads that spray work the best for lawns, but drip, bubble and micro-sprinklers are more appropriate for planted areas. Remember to inspect sprinkler system weekly as broken or misaligned heads waste water. Only water when needed and only between the hours of 5 p.m. to 9 a.m.

6. Use Mulches

Mulches reduce evaporation of moisture from the soil. Placing two to three inches (2-3") of mulch on garden beds and walkways cuts down on weeds and slows erosion. Appropriate mulches for our state include: shredded or chipped bark, pine needles and leaves.

7. Proper Maintenance

Xeriscapes typically require less maintenance than normal landscapes.

Important tips to remember are:

Water correctly. Overwatering will only increase the risk of plant disease and threaten the health of your plants.

Properly fertilize. Excessive fertilizing promotes fast but weak growth and increases the amount of water a plant needs. Use the appropriate fertilizers in limited quantities. New high-nitrogen fertilizer blends support root growth and can help make turf more drought-tolerant.

Keep lawnmower blades sharp. Also remember to raise the lawnmower to its highest setting. Remove no more than 1/3 of grass blades in each cutting. This encourages the grass roots to grow deeper, making the lawn more drought-tolerant.

Prune plants properly. Excessive or improper pruning practices only increase a plant's need for water.

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EXHIBIT H
SUBJECT PROPERTY OFF-STREET PARKING STANDARDS

Off-street parking standards for the Subject Property are provided by this Exhibit. Such standards encourage shared-use parking and generally lower parking ratios to minimize environmental impacts and encourage efficient site use.

A key attribute of resort uses are the ability for shared parking uses. The mix of uses reduces the parking requirement for each use.

These parking requirements shall replace the Morgan County Code, Section 8-11-4, as adopted on the effective date of this Development Agreement. These off-street parking standards shall apply to the Subject Property, and any portion thereof.

USE	MINIMUM OFF-STREET PARKING STANDARD ²
Accessory Building	No Requirement
Accessory Outside Storage	No Requirement
Accessory Use	No Requirement
Agricultural Building	No Requirement
Agricultural Use	No Requirement
Asphalt Batch Plant - For Onsite Use Only	No Requirement
Bed & Breakfast Inn	1 space per guest room
Beer and Liquor License(s)	N/A
Campground	1 space per camp site
Car Wash	2 stacking spaces per each wash bay, excluding spaces located in wash bay
Care Center	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Church	1 parking space for each 5 seats of seating capacity
Clinic, Dental or Medical Office	1.0 space per examine room
Commercial Use - Resort-Related Services	1.5 spaces per 1,000 square feet
Community Center	1.5 spaces per 1,000 square feet
Concrete Batch Plant - For Onsite Use Only	No Requirement
Conference Center	1.5 spaces per 1,000 square feet of net meeting space

² The Minimum Off-Street Parking Standards may be modified by a Land Use Authority with Land Use Application approval based on a Parking Analysis Study that demonstrates that a different parking standard is appropriate and considers, among other things, the nature of the proposed uses, share parking requirements and opportunities, and use and parking locations.

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USE	MINIMUM OFF-STREET PARKING STANDARD ²
Contractor's Office/Contractor's Storage Yard	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Convenience Store	1 space per gas pump and 1 space per 500 square feet of indoor retail space
Cultural Facilities	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Dwelling, Accessory	1 space per dwelling
Dwelling, Condominium	1 space per 1,500 square feet per dwelling, plus 0.25 guest spaces per unit
Dwelling - Condominium - Rental Apartment	1 space per 1,500 square feet per dwelling, plus 0.25 guest spaces per unit
Dwelling, Manufactured Home	2 spaces per dwelling
Dwelling, Multiple-Family.	2 spaces per dwelling
Dwelling, Nightly Rental of Single Family Dwellings	2 space per dwelling
Dwelling, Single-Family	2 spaces per dwelling
Dwelling, Townhome	2 spaces per dwelling
Dwelling, Resort Workforce Housing	0.5 spaces per dwelling
Educational Facility	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Electric Substation (Major)	No Requirement
Electric Substations (Minor)	No Requirement
Equestrian Center	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility

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USE	MINIMUM OFF-STREET PARKING STANDARD ²
Existing Use	Existing parking shall be acknowledged as sufficient for use
Golf Course	3 Spaces per Hole.
Helistop/Helipad	No Requirement
Home Occupation (Category I Classification).	No Additional Requirement. Parking Requirement for Dwelling shall satisfy Requirement.
Home Occupation (Category II Classification)	No Additional Requirement. Parking Requirement for Dwelling shall satisfy Requirement.
Home Occupation (Category III Classification)	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Hotel/Motel	0.7 spaces per room
Lock-out Sleeping Room	0.7 spaces per room
Lodge	0.7 spaces per room
Major Facility of a Public Utility	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Minor Facility of a Public Utility	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Open Space	No Requirement
Personal Instruction Service	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Private Club	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Professional Office	1.5 spaces per 1,000 square feet
Public Use	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility

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USE	MINIMUM OFF-STREET PARKING STANDARD ²
Recreation Activity(ies) (Outdoor	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Recreation Center	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Residential Facility for Elderly Persons	0.5 spaces per room, plus 1 space per employee
Residential Facility for Persons with a Disability	0.5 spaces per room, plus 1 space per employee
Restaurant	4 spaces per 1,000 square feet
Retail Sales	2 spaces per 1,000 square feet
Roads, streets and appurtenant facilities	No Requirement
Sign, Conditional Use	NA
Sign, Permitted Use	NA
Solar Equipment	NA
Special Antennas	NA
Storage - Mini Storage	0.10 Space per Storage Unit
Temporary Use	As approved by Land Use Authority with Land Use Application approval dependent upon the type, size, location, accessory uses, and nature of the use or facility
Vacation Ranch (Guest Ranch or Farm Stay)	1 space per lodging unit
Vehicle and Equipment Service and Repair	1.5 spaces per bay
Welcome/Information Center	1 short-term parking space per 250 square feet
Wind Conversion	NA
Wireless Telecommunications Facilities	NA
Yurt	No Requirement

NA = Not Applicable.

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EXHIBIT I
SUBJECT PROPERTY ROAD AND STREET DESIGN STANDARDS

EXHIBIT I

SUBJECT PROPERTY ROAD AND STREET DESIGN STANDARDS

The Road System diagram illustrates the hierarchy of proposed roads within Snowbasin.

The rural collector roads provide the primary framework for the development areas. These are the main access points from Trappers Loop Road and Snowbasin Road. Rural local roads are utilized in lower density areas that may also be a primary access point but are secondary to the major collector. The neighborhood roads are used primarily in cul-de-sac conditions or when accessing small development pods. All roads will be designed and engineered to meet Snowbasin RSD road standards and Morgan County fire access requirements.

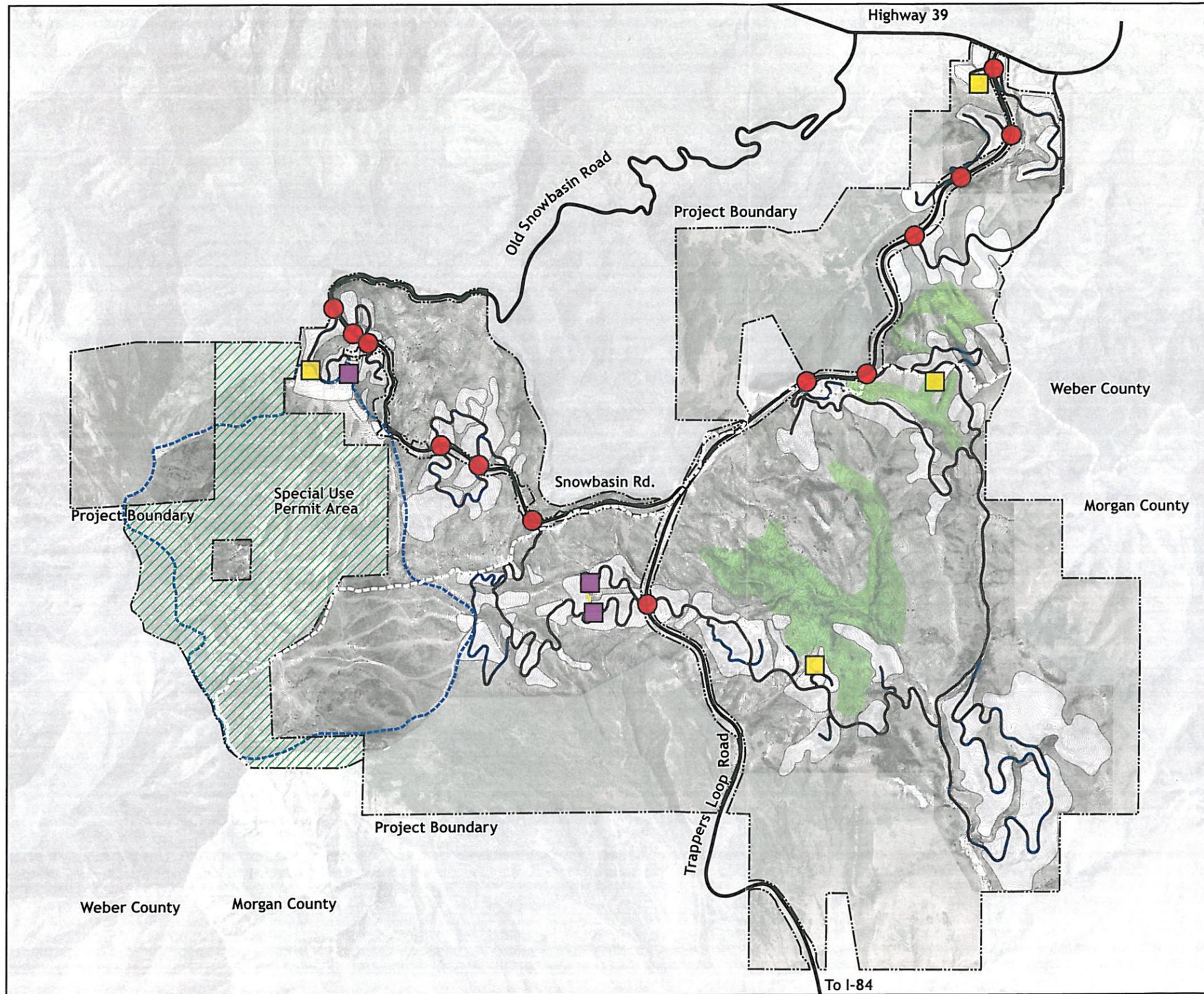
Structured parking is currently planned in Area C in the new Village Core to support base-mountain requirements at build out. The parking in Area C may begin as surface lots and over time convert to structured parking. Additionally, surface parking lots will be utilized for the hotel and golf operations in Area D and golf operations in Area F.

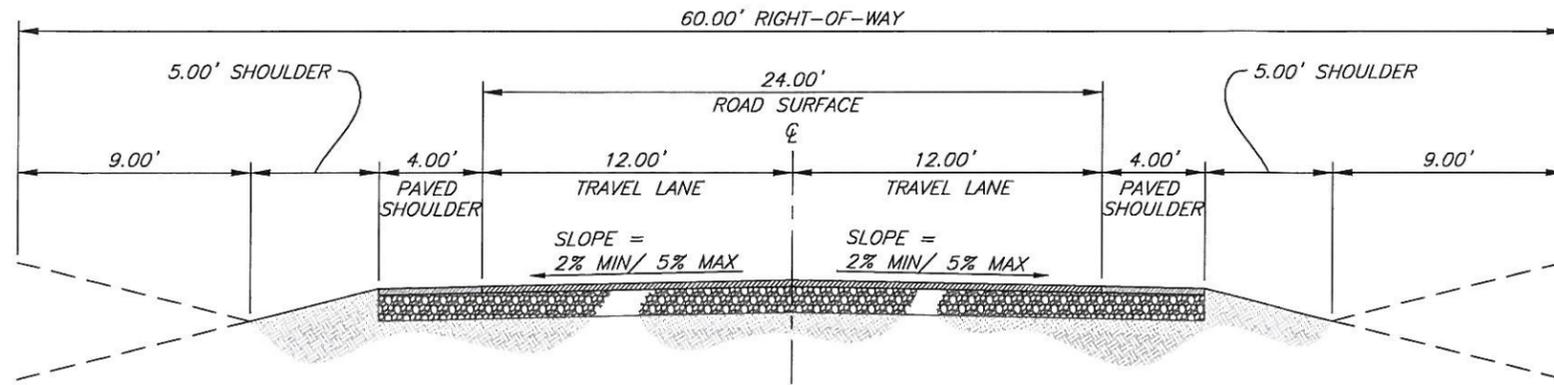
Note: Final classifications of each road is subject to further engineering and design.

** All roads intended to be public unless otherwise noted.*

- Snowbasin Project Boundary
- Snowbasin Ski Area Boundary
- USFS Special Use Permit Area
- Existing Roads
- Rural Collector Roads
- Rural Local Roads
- Neighborhood Roads
- Village Core Road (private)
- Access from existing road
- Surface Parking
- Structure Parking

Drawing not to scale

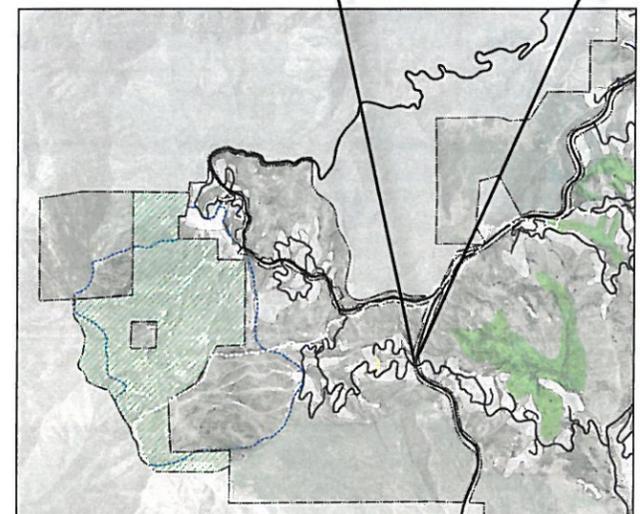
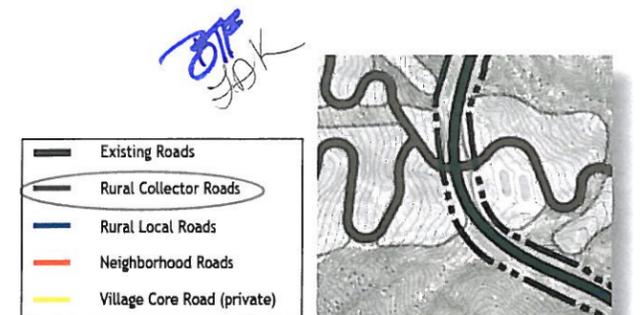
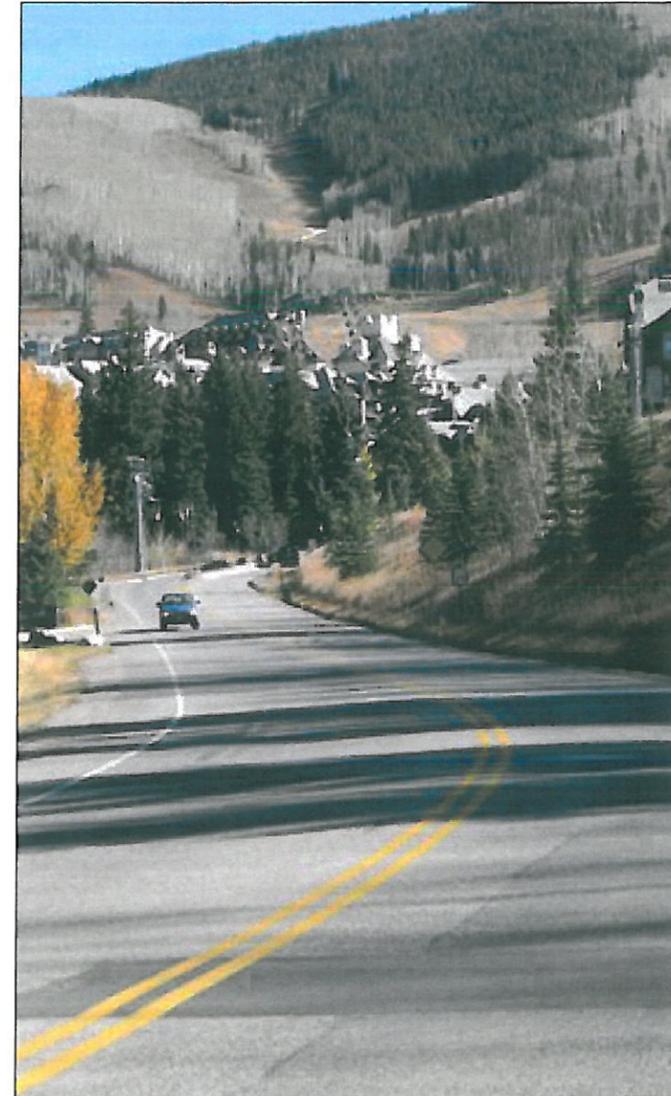
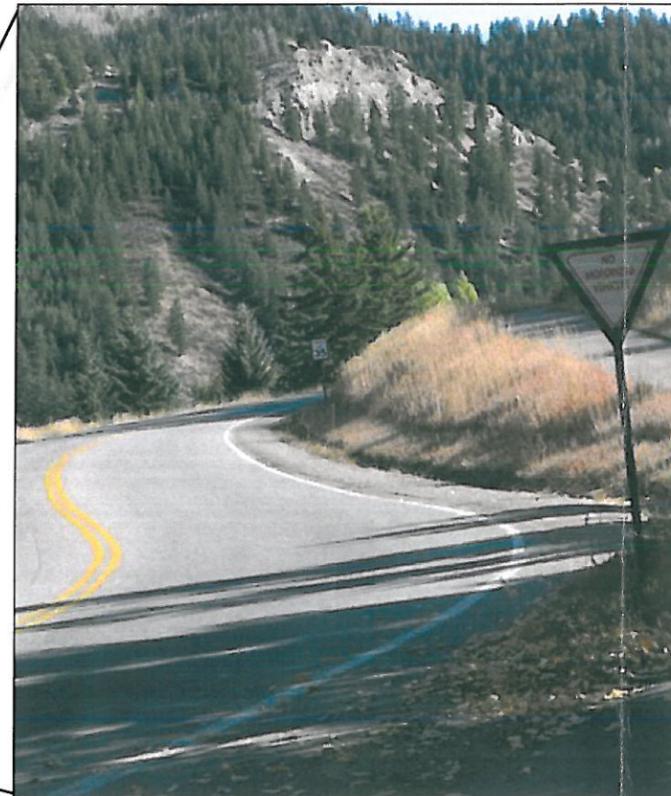
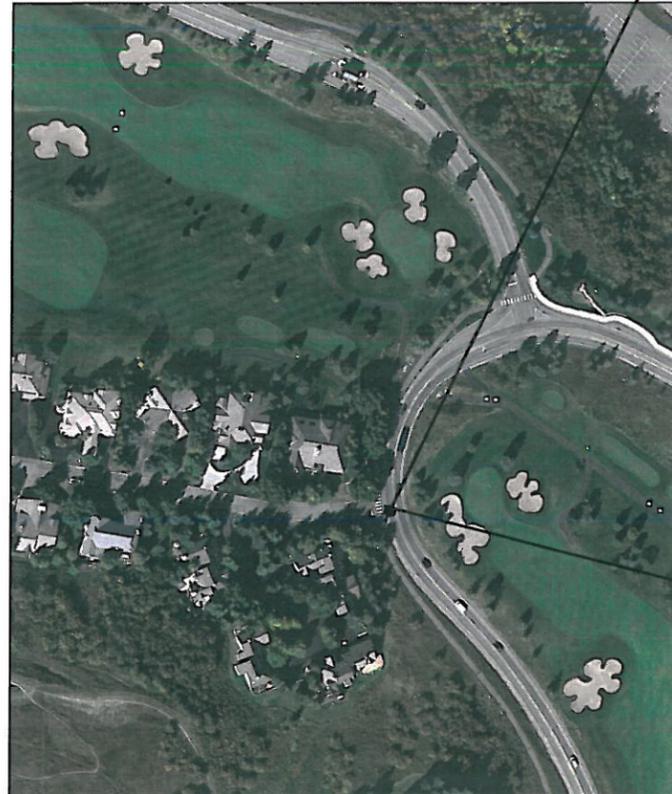


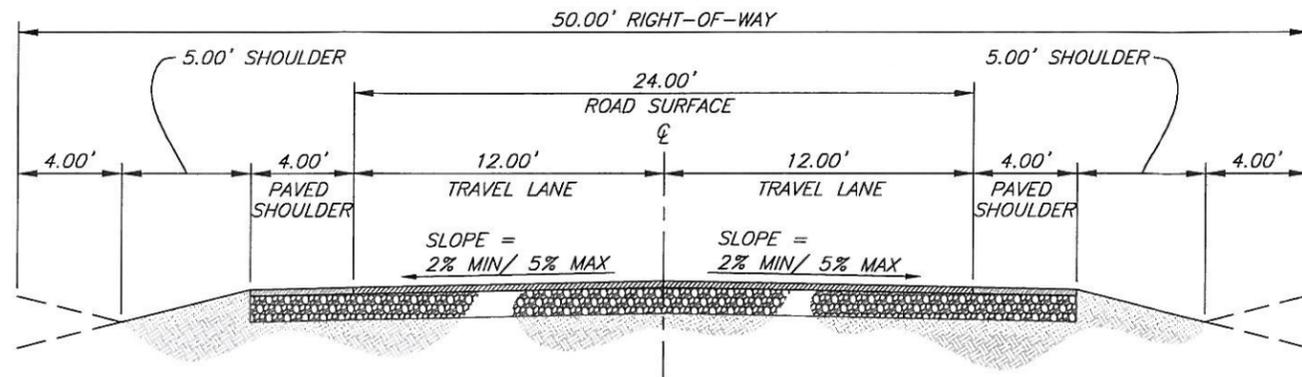


RURAL COLLECTOR ROAD STANDARDS

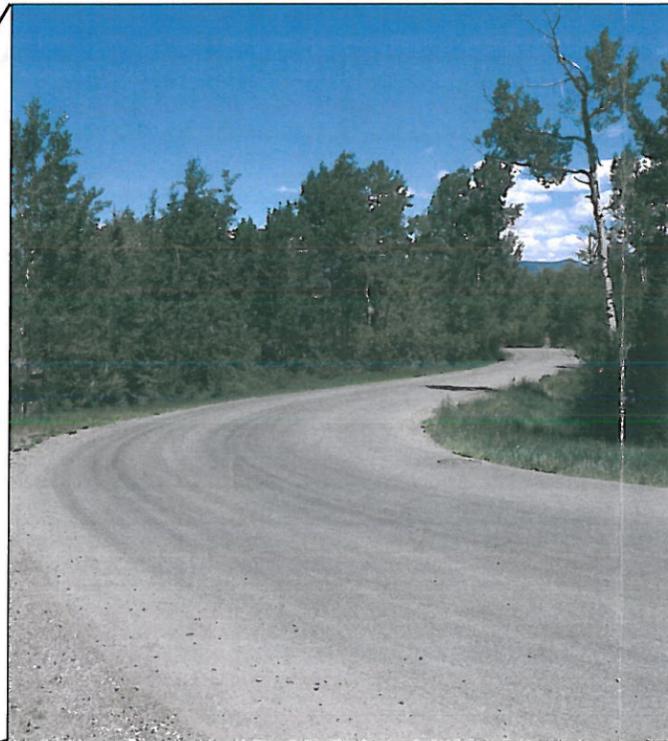
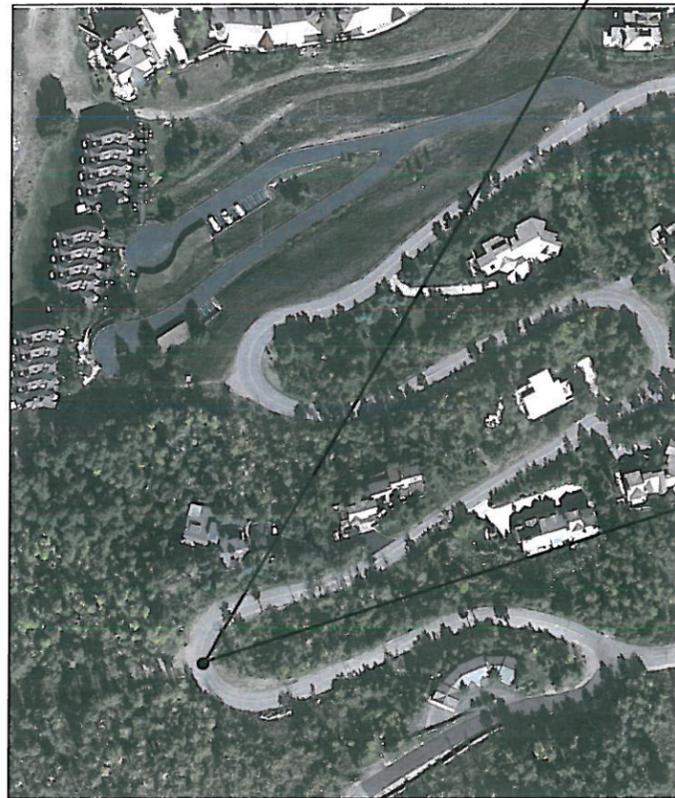
The Rural Collector road classification would be for the main roadways within the resort that connect residential areas and neighborhoods to either the existing road system or the village core areas. It provides for one 12-foot travel lane in each direction, 4-foot shoulders for pedestrians and bicycles, plus 5 feet outside of the shoulder for snow storage. In cases where rural collector roads travel through geologically hazardous areas, the shoulder and snow disturbance width, along with drainage requirements would be subject to review. The 60-foot right of way would allow for utility location, the construction of on-street bike lanes if desired, and left and/or right turn lanes at intersections, if necessary. The 200-foot turning radius would also accommodate larger vehicle turning radii, such as delivery vehicles destined for the Village Core, moving trucks and construction vehicles.

Examples: Village Road, Avon, Colorado
Connects US 6 with Beaver Creek Village
Number of Units Served: 75 single family homes, unknown number of multi-family units



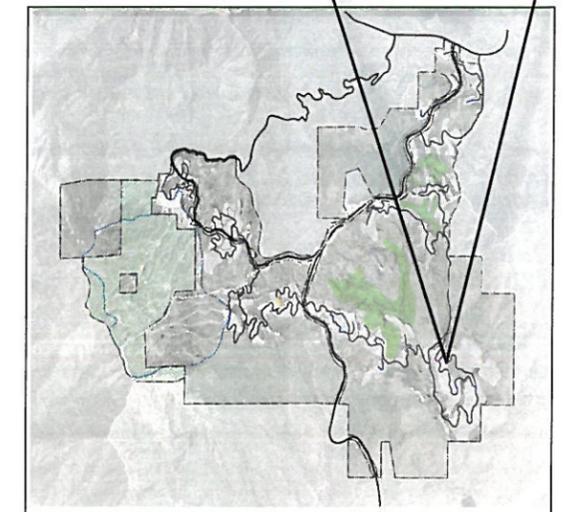
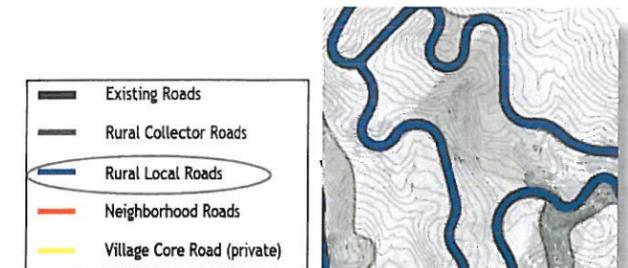


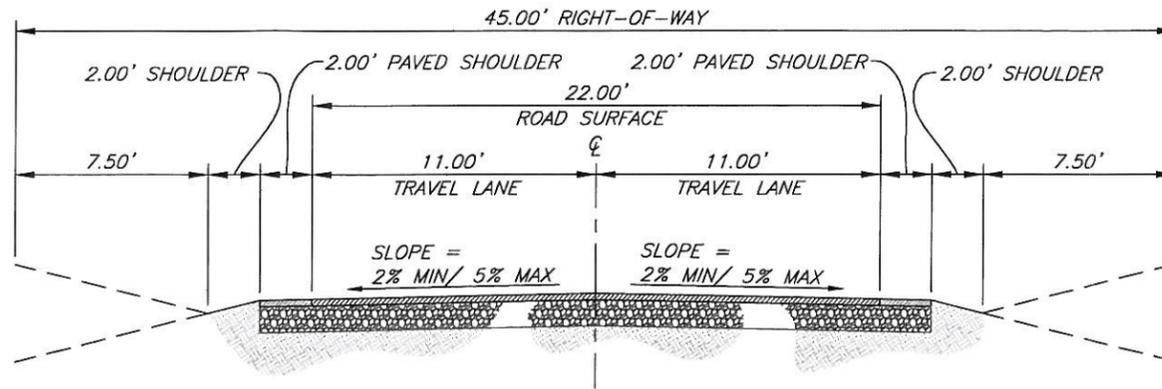
Example: Ridge Road, Snowmass Village, Colorado
 Number of Units Served: 24 single family homes



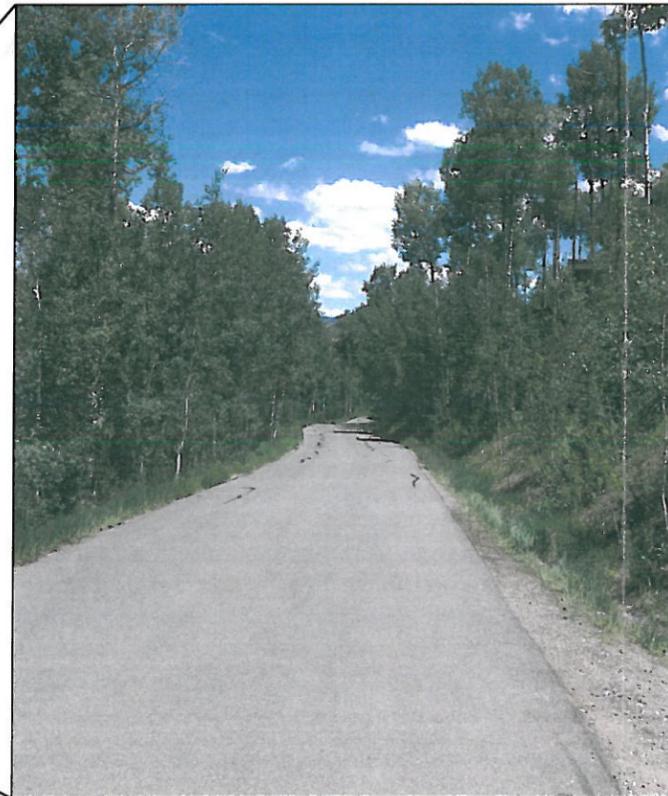
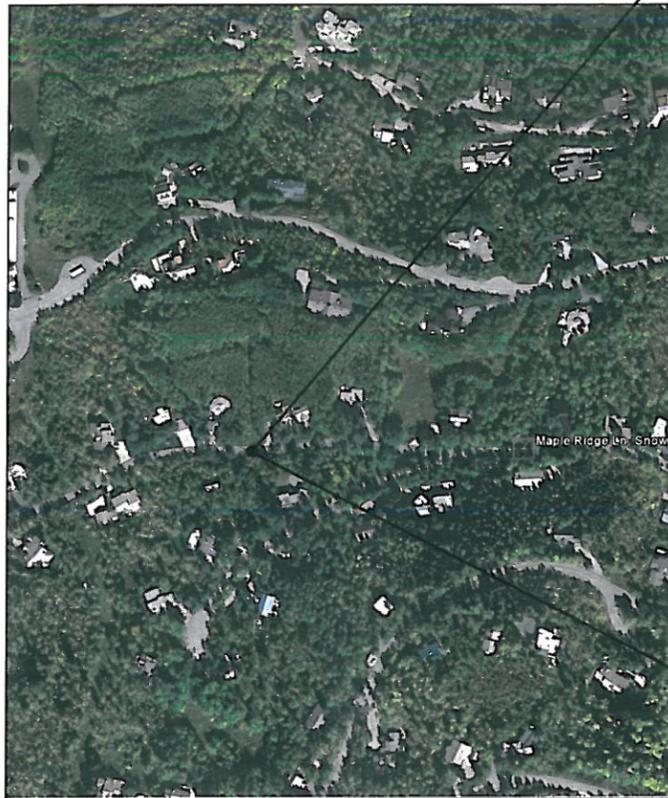
RURAL LOCAL ROAD STANDARDS

The Rural Local road classification would be for the roadways within each neighborhood that connect to the rural collector road system, and also provide access to individual residences. It provides for one 12-foot travel lane in each direction, 4-foot shoulders for pedestrians and bicycles, plus 4 feet outside of the shoulder for snow storage. In cases where rural local roads travel through geologically hazardous areas, the shoulder and snow disturbance width, along with drainage requirements, would be subject to review. The 50-foot right of way would allow for utility location or the construction of on-street bike lanes, if desired. The 125-foot turning radius would accommodate moving trucks and construction vehicles, but would also provide for lower speed curves that would help to keep travel speeds down in the neighborhoods.





Example: Maple Ridge Lane, Snowmass Village, Colorado
 Number of Units Served: 21 single family home



NEIGHBORHOOD ROAD STANDARDS

The Neighborhood road classification would be for the cul-de-sac and non-connective roadways within each neighborhood that primarily serve as access to residences. It provides for one 11-foot travel lane in each direction, 2-foot shoulders for pedestrians, plus 7.5 feet outside of the shoulder for snow storage. These would be low-volume, low speed roads where bicyclists could share the travel lane with vehicles. The 45-foot right of way would allow for utility location or some additional snow storage, if needed. The 125-foot turning radius would accommodate moving trucks and construction vehicles, but would also provide for lower speed curves that would help to keep travel speeds down. Neighborhood Roads will be designed to serve neighborhoods as more detailed plans are developed.

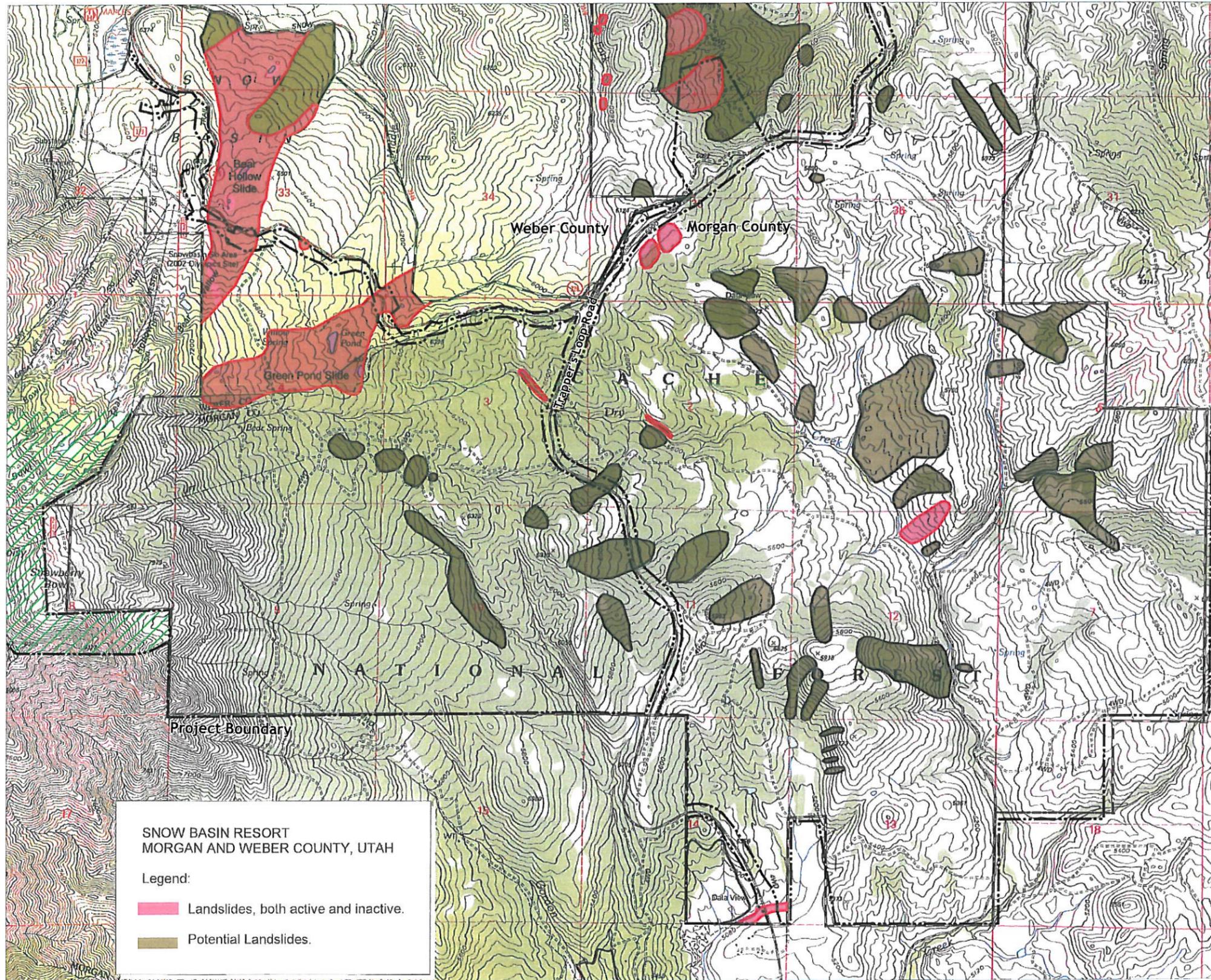
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EXHIBIT J
SUBJECT PROPERTY KNOWN GEOLOGIC HAZARDS MAP

EXHIBIT J
SUBJECT PROPERTY
KNOWN GEOLOGIC
HAZARDS MAP

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SNOW BASIN RESORT
MORGAN AND WEBER COUNTY, UTAH

Legend:

- Landslides, both active and inactive.
- Potential Landslides.

Mapped by AGEC Applied Geotechnical
Engineering Consultants, Inc.



AGEC
Applied GeoTech

STP
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EXHIBIT K
SUBJECT PROPERTY PUBLIC USE TRAILS DESIGN STANDARDS

EXHIBIT K SUBJECT PROPERTY PUBLIC USE TRAILS DESIGN STANDARDS

The Open Space & Trails System diagram illustrates existing trails and proposed trails that will connect communities to one another and to the regional trail network.

A priority has been placed on creating loops and connecting land use areas to increase non-motorized routes and cross community access.

For the paths that roughly parallel the Rural Collector Roads, the trail standards will be as outlined for the asphalt trails. The exact locations of these trails will be determined as the roads are designed.

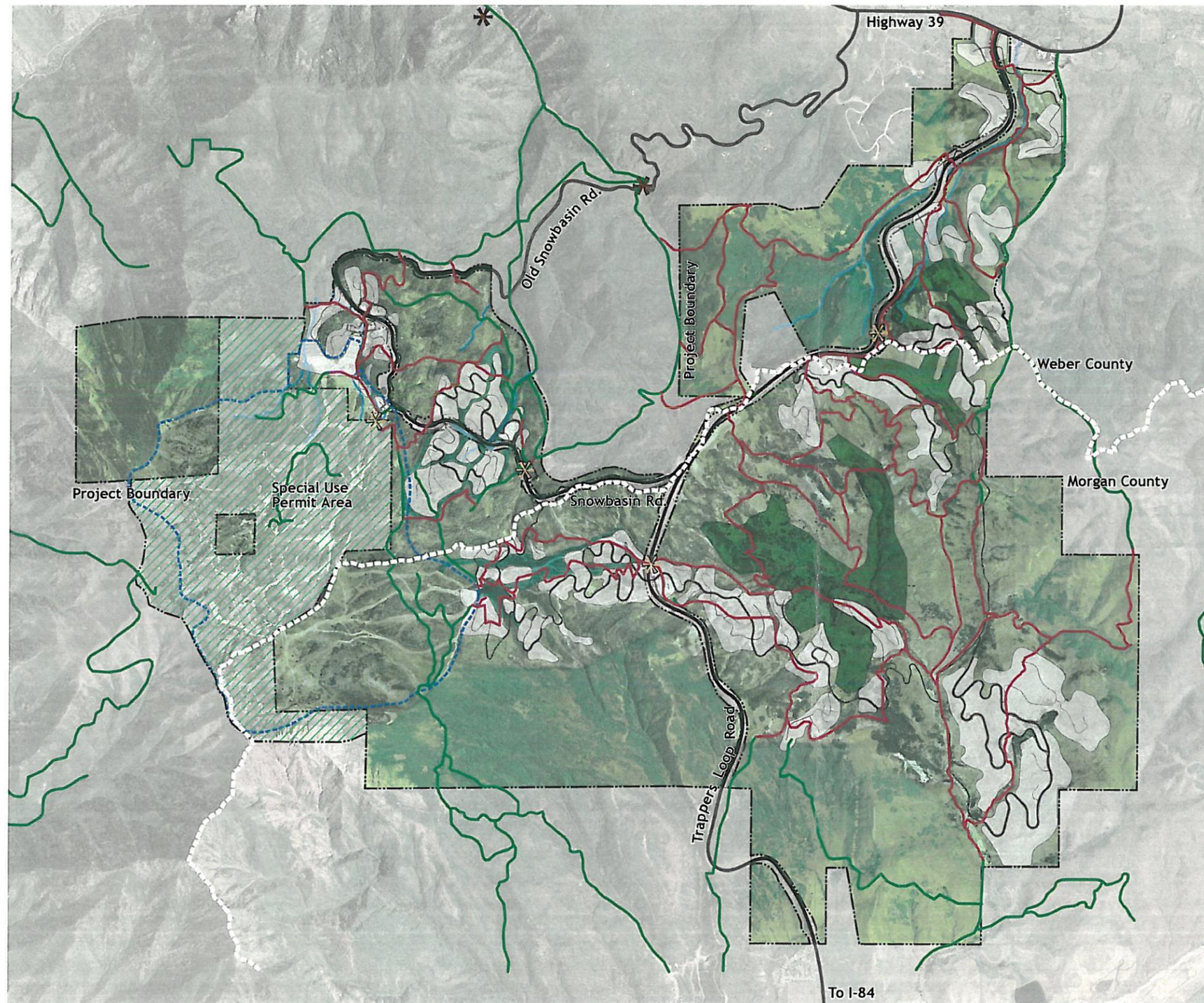
Information regarding other trails types is also included for informational purposes.

The Open Space & Trails System diagram illustrates the existing trails and proposed new trails within Snowbasin Resort. The proposed trails may be moved or removed and/or new trails added during on-site analysis and discussions with Morgan County, Mountain Green, Department of Wildlife Resources, or other agencies.

- Snowbasin Project Boundary
- * Snowbasin Proposed Trailhead
- * Existing Trailhead
- Open Space
- Development
- Golf Course
- Snowbasin Proposed Trails
- Existing Trails
- Roads

Drawing not to scale

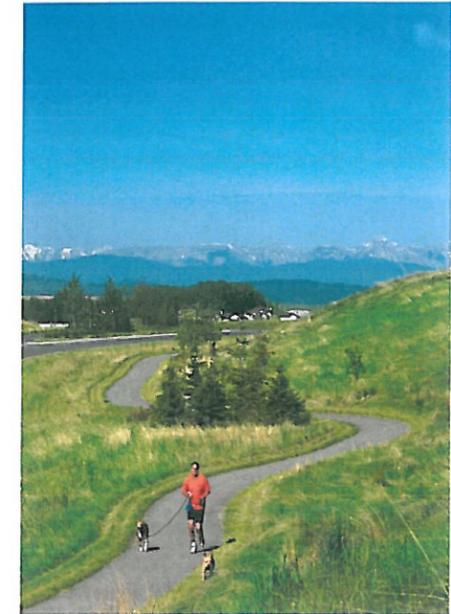
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TRAIL SYSTEM-SECTIONS

Trail Guidelines

Description	Dimensions	Material	Comments
Asphalt Trail	5' wide	Asphalt	Core system of trails that roughly parallel Rural Collector Roads- most densely developed areas
Decomposed Granite Trail	5' wide	Decomposed Granite	Trails connecting core system to open space- less developed areas
Natural Surface Trail	5' wide	Compacted Soil	Trails connecting to open space, regional trail system- least developed areas



Asphalt Trail Surface



5' wide Asphalt Trail

Drainage swale located on uphill side of trail in areas with steep slope



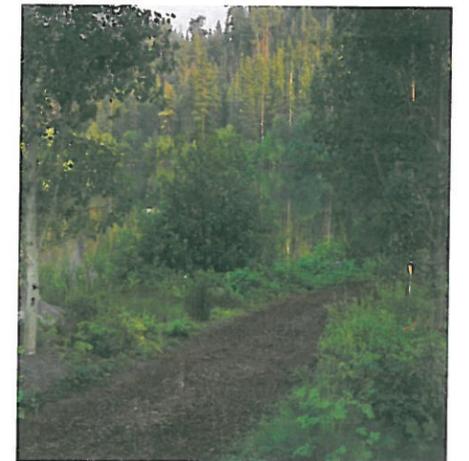
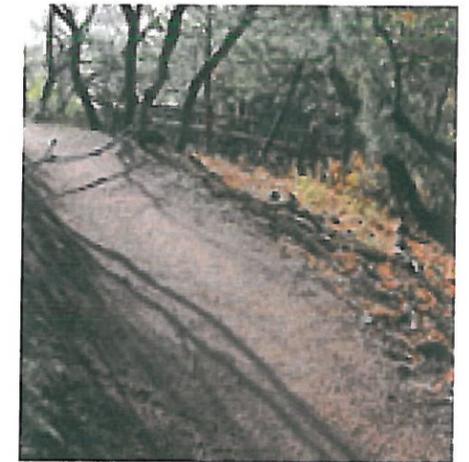
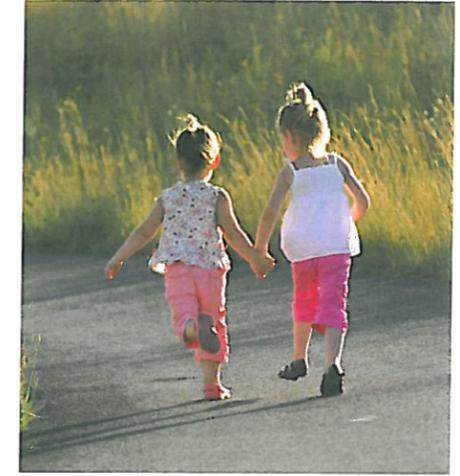
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Decomposed Granite Trail



Decomposed Granite Trail

TRAIL SYSTEM-SECTIONS



Natural Surface Trail



Natural Surface Trail

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EXHIBIT L
 SUBJECT PROPERTY SUMMARY INFORMATION TABLE REQUIREMENTS

SNOWBASIN RESORT
 (ZONING DESIGNATION: RESORT SPECIAL DISTRICT - SNOWBASIN)
 LAND USE APPLICATION No. (If Applicable) _____
 DATE SUBMITTED _____

SUMMARY INFORMATION

(Fill in all Cells that Apply. The information required is in addition to that required by this Development Agreement or the Management Code for a complete Land Use Application)

USE	SUMMARY INFORMATION	USE AREA				
		Single-Family Residential	Multi-Family Residential	Mixed Use Development	Golf and Golf Infrastructure	Open Space
RESIDENTIAL	Maximum number of Residential Dwelling Units (RDUs) allowed in Development Area					
	Total Residential Dwelling Units (RDUs) previously approved with other Land Use Application Approvals					
	Total Constructed (to date)					
	Total Residential Dwelling Units (RDUs) proposed by this Land Use Application					
	Total Area (Acres and Square Feet)					
Residential Dwelling Unit Density Proposed (Gross)						

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NON-RESIDENTIAL	Total Non-Residential square footage proposed by this Land Use Application								
	Total Non-Residential Site Area (Acres and Square Feet)								
	Total Open Spaces proposed by this Land Use Application (Acres or Square Footage)								
	Total trails proposed by this Land Use Application (Miles and Feet)								
OTHER	Total private or public recreational facilities (excluding open space areas and trails) proposed by this Land Use Application (Acres or Square Footage)								
	Total roads and streets proposed by this Land Use Application (Miles and Feet)								
DESCRIPTION	Subject Property Legal Description:								

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Note: Residential Dwelling Units (RDUs) shall be identified and determined as defined by this Development Agreement.

REQUIRED SUBDIVISION/PLANS AND OTHER MAP INFORMATION:

1. Accompanying Table 1 shall be provided necessary plan and map information, including subdivision and site plan materials as required by Exhibit E. The location, type and density/intensity of all uses proposed shall be consistent and comply with Exhibit B-1, B-2, B-3, or B-4 and this Development Agreement.

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EXHIBIT M
DEFINITIONS

This Exhibit provides definitions of general terms used for which a definition may be necessary.

1. All terms defined by the Act shall have the same meaning as provided by the Act.
2. Words not defined herein shall have a meaning consistent with Webster's New Collegiate Dictionary, latest edition.

Access: The provision of vehicular and/or pedestrian ingress and egress to lot, parcel, building, or structure.

Act: Means the State of Utah County Land Use, Development, and Management Act, and as provided at §17-27a *et seq.* Utah Code Annotated, 1953, as amended.

Active or Valid Building Permit: A building permit that has not expired.

Adjacent Property/Landowners: A lot or parcel of property, or the owner of record of such, according to the records of the Morgan County Recorder that has a common immediately contiguous boundary line.

Alcoholic Beverages: Means and includes beer and liquor as those terms are defined in the Utah Alcoholic Beverage Control Act, as amended.

Alteration: Any change, addition, or modification in construction of a building or structure.

Applicant(s): The owner of land proposed for any Land Use Application, permit or license or such owner's duly authorized agent. Any agent must have written authorization from the owner.

Application: A written request, completed in a manner prescribed in this County's Land Use Ordinances, for review, approval, or issuance of an approval, permit, or license.

Application, Complete: An application that includes all information requested on the appropriate form and payment of all applicable fees.

Application, Incomplete: An application that lacks information requested on the appropriate form or the payment of all applicable fees.

Architect: A professional individual registered in the State of Utah to practice in the field of architecture.



Assign/Assignee: Any party, individual or entity assuming the rights and obligations of the Owner for the Subject Property, or any portion thereof, and subject to the Assignment provisions of Section 9.8.1.

Authority: Means the Culinary Water Authority, Sanitary Sewer Authority, Fire Authority, Storm Drainage and Flood Control Authority, Emergency Medical Services Authority, and Transportation Authority.

Berm: A strip of mounded top soil, which provides a visual buffer or screen.

Best Management Practices (BMPs): A practice, or combination of practices, determined to be the most effective (including technological, economic, and institutional considerations) means of preventing or reducing disturbance or disruption to the natural environment.

Building Height: The vertical distance from finish grade at the foundation to the highest point of the building roof or coping.

Building Line: The line circumscribing the buildable area of a lot.

Building Official: The official, or other person, charged with the administration and enforcement of the Building Code.

Building Permit: A permit required by the County Building Code.

Building: Any structure, whether permanent or temporary, including but not limited to dwelling units, which are designed, intended or used for occupancy by any person, animals, possessions, or for storage of property or goods of any kind.

Business License: The license required by the Business License County's Land Use Ordinances of the County.

Certificate of Occupancy: A certificate issued by the Building Official authorizing occupancy of a building or structure requiring a building permit.

Clear View Area: Areas at intersecting streets and driveways where unobstructed vision is maintained, as required by this County's Land Use Ordinances.

Commission: The Planning Commission of Morgan County, Utah.

Common Area: Facilities, land areas, and yards under common ownership.

Common Open Space: The land area reserved and set aside for recreational uses, landscaping, open green areas, parking and driveway areas for the common use and enjoyment of the owners.

Conceptual Land Use Plan: As identified by Exhibit B.

Conditional Use Permit: The approval granted by a Land Use Authority to establish a Conditional Use, which may provide for reasonable conditions to establish such use.

Conditional Use: As defined by the Act.

Construction Activity: All grading, excavation, construction, grubbing, mining, or other development activity which disturbs or changes the natural vegetation, grade, or any existing structure, or the act of adding an addition to an existing structure, or the erection of a new primary or accessory structure on a lot or parcel.

Construction: The materials, architecture, assembly, and installation of a building or structure.

County Attorney: The Morgan County Attorney, as duly elected.

County Council: The duly elected Morgan County Council.

County Engineer: The company, organization, firm, or person authorized and appointed by the County Council to carry out the engineering responsibilities of the County.

County: Means Morgan County, Utah, a political subdivision of the State of Utah.

Cul-de-sac: A street with only one (1) outlet and an area for the safe and convenient turning of vehicles.

Culinary Water Authority: Means the County Engineer, or County Engineer and DEQ working cooperatively together .

Culinary Water Facilities: Rights, source, treatment and distribution facilities required to provide culinary water services to the Subject Property.

Cut: Any disturbance on the land including any trenching, which results in the permanent removal of earth, rock or any other surface material such as vegetation, filling or paving. The reference for a cut shall be measured from natural to finished grade.

Declaration: The legal instrument by which property is subjected to the provisions of the Utah Condominium Ownership Act, or a declaration of covenants, conditions, and restrictions.

Dedication: The setting aside of land by an owner for a public use or purpose.

Default: A breach of this Development Agreement.



Defensible Space: An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

Demolish or Demolition: Any act or process that destroys, in part or in whole, a building or structure.

Density: The intensity or number of non-residential and residential uses expressed in terms of unit equivalents per acre or lot or units per acre. Density is a function of both the number and type of dwelling units and/or non-residential square footage and the land area.

DEQ: The Department of Environmental Quality of the State of Utah, and its Departments and Divisions.

Design Standards: The intents, standards and guidelines adopted and enforced by Morgan County as set forth within this Development Agreement.

Development Activity: As defined by the Act.

Development Area: As identified by Exhibits B-1, B-2, B-3, or B-4 respectively.

Development Site: The total area and perimeters of a tract, lot, or parcel of land intended to be used for a development activity.

Development: The process for the establishment of the uses and activities allowed by this Development Agreement.

Disturbed Area: Any Lot surface area altered in any way during the construction of a building or landscape improvement.

Easement: A portion of a lot or parcel reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement may be for use under, on, or above the lot or parcel.

Educational Facility: As defined by the Act.

Elderly Person: Means a person who is sixty (60) years old or older, who desires or needs to live with other elderly persons in a group setting, but who is capable of living independently.

Emergency Medical Services Authority: The Morgan County Emergency Services/Ambulance Department.

Emergency Medical Facilities: Land, buildings, structures, equipment, and vehicles owned, leased, or operated by a public or quasi-public body.

Escrow: A deposit of cash or approved alternate in lieu of cash held to ensure a performance or a maintenance guarantee.

Excavation: The removal of boulders, gravel, rocks, earth, or similar naturally occurring deposits from its natural position.

External Illumination: Lighting which illuminates a building or structure from a remote position, or from outside of the building or structure.

Fill: Any addition of earth, rock or any other surface materials to the surface of the land that increases the natural elevation of the original surface. The reference for a fill shall be measured from natural to finished grade.

Final Action: The final vote or decision on Land Use Application.

Finish Grade: The final elevation of the land surface of the site after completion of development.

Fire Authority: The Mountain Green Fire District.

Fire Protection and Fire Suppression Facilities: Land, buildings, structures, equipment, and vehicles owned, leased, or operated by a public or quasi-public body.

Fiscal Impact Analysis: An analysis that describes the current or anticipated effect upon the public costs and revenues imposed by a development activity.

Flood or Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1) The overflow of inland or tidal waters; and/or
- 2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM): The official map of the County on which the Federal Emergency Management Agency has delineated areas of special flood hazard designated as Zone A.

Flood Plain: As defined by the Act.

Floor Area: The sum of the gross horizontal area of the several floors of a building and its accessory buildings on the same lot, excluding cellar and basement floor areas not devoted to residential use, but including the area of roofed terraces. All dimensions shall be measured from the exterior faces of the exterior walls.

Frontage: All the property fronting on a street measured along the street line.

Garage, Private: An enclosed space or accessory building for the storage of one (1) or more motor vehicles; provided that no business, occupation, or service is conducted for profit therein, nor space therein for more than one car is leased to a nonresident of the premises.

Garage, Public: A building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor driven vehicles.

General Plan: As defined by the Act.

Geologic Hazard: As defined by the Act.

Grade (Record): Natural grade existing prior to any site preparation, grading or filling, unless a new Record Grade is approved and recorded at the time of subdivision approval and noted and filed on the final plat.

Grading: An excavation, cut or fill, or the act of excavating, either cutting or filling.

Groundwater: Any water that may be drawn from the ground.

Guarantee: Any form of security including cash or an escrow agreement in an amount and form satisfactory to the County.

Hazardous Waste: A material as defined by the United States Environmental Protection Agency.

Health Department: The Morgan County Health Department.

Home Occupation: A commercial or other non-residential use conducted within a dwelling unit that is incidental and secondary to the use of the dwelling unit for residential purposes.

Hookup Fee: As defined by the Act.

Identical Plans: As defined by the Act.

Illegal Building/Illegal Structure: A building or structure, or portion thereof, established without securing the necessary approvals, permits, or licenses, as required by the County's Land Use Ordinances or Building Code, or their prior enactments.

Illegal Lot: A lot created for a development activity that has not received the necessary approvals, permits, or licenses, as required by the County's Land Use Ordinances, or their prior enactments.

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Illegal Use: A use established without securing the necessary approvals, permits, or licenses, as required by the County's Land Use Ordinances, or prior enactments.

Impact Analysis: A determination of the potential effect(s), including but not limited to environmental, fiscal, social, matters, etc., upon the County.

Impact Fee: As defined by the Act.

Improvement Completion Assurance: As defined by the Act.

Improvement Warranty: As defined by the Act.

Improvement Warranty Period: As defined by the Act.

Indigenous: Plants native to and/or originating from a locale.

Interstate Pipeline Company: As defined by the Act.

Intrastate Pipeline Company: As defined by the Act.

Land Use Application: As defined by the Act and the application required by the Management Code.

Land Use Authority: As defined by the Act including the person, board, commission, agency, or other body identified by the Management Code to act upon a Land Use Application.

Land Use Ordinance: As defined by the Act including the Management Code, but does not include the County General Plan.

Land Use Permit: As defined by the Act, including any written authorization from a Land Use Authority that authorizes the commencement of a development activity.

Land Use Plan: See "Conceptual Land Use Plan."

Land Use: The manner in which land is occupied or used.

Landscaping: Materials and treatments that include naturally growing elements such as grass, trees, shrubs, and flowers. Landscaping may also include the use of rocks, fountains, benches, and contouring of the earth.

Legal Building/Legal Structure: A building or structure, or portion thereof, complying with the requirements of the County's Land Use Ordinances and Building Code, as adopted or prior enactments.

Legal Nonconforming Building/Structure: A building or structure, or portion thereof, lawfully existing at the time of the County's Land Use Ordinances, or prior enactments, which does not now conform to the regulations of the Zoning District in which it is located.

Legal Nonconforming Lot: A lot, lawfully existing at the time of the County's Land Use Ordinances, or prior enactments, whose width, area, or other dimension do not conform to the regulations of the Zoning District in which it is located.

Legal Nonconforming Use: A use, lawfully existing at the time of the County's Land Use Ordinances, or prior enactments, such use being maintained continuously, and which does not now comply with the use regulations of the Zoning District in which it is located.

Legislative Body: The Morgan County Council.

Licensed Premises: Any room, house, building, structure, or place occupied by any person licensed to sell alcoholic beverages on such premises.

Licensee: Includes the person, firm, corporation, or association to whom the license is issued, and also means and includes the licensee's manager, agents, servants and employees, and all other persons acting for him.

Liquor: As defined by the Utah Alcoholic Beverage Control Act, as amended.

Local District: As defined by the Act.

Lot: A parcel or tract of land occupied or to be occupied by a building or group of buildings, together with such yards, open spaces, lot width and lot area as are required by this Development Agreement and having frontage upon a street.

Lot Area: The total land area of a lot or parcel.

Lot Coverage: The total horizontal area of a lot or parcel covered by any impervious surface, including buildings, structures, parking, driveways, etc.

Lot Depth: The mean horizontal distance from a front lot line to a rear lot line.

Lot Line Adjustment: As defined by the Act.

Lot Line, Front: A lot or parcel line separating a lot or parcel from an existing street right-of-way or, where a new street is proposed, the proposed street right-of-way line. For a corner lot, the lot or parcel lines adjoining both streets.

Lot Line, Rear: The lot line generally opposite and most distant from the front lot line.

Lot Line, Side: Any lot or parcel line that is not a front lot line or rear lot line. A side lot line separating one (1) lot or parcel from another is an interior side lot line.

Lot Line: A line that divides one (1) lot or parcel from another, or from a street.

Lot Width: For an interior lot or parcel, the shorter of horizontal distance between side lot lines, measured at the required front yard setback line or rear setback line. For a corner lot, the distance between one (1) of the front lot lines and the opposite side yard line at the required setback line.

Lot, Corner: A lot abutting on two (2) intersecting streets where the interior angle of intersection or interception does not exceed one hundred thirty five degrees (135°).

Lot, Double Frontage: A lot or parcel abutting two parallel or approximately parallel streets.

Lot, Illegal: A separately delineated piece of real property, created for the purposes of a development activity, and which has not received the necessary approvals, as required by the County's Land Use Ordinances, including the Subdivision Ordinance, and State laws, and their prior enactments.

Lot, Interior: A lot other than a corner lot.

Lot, Irregular: A lot whose rear property line is not generally parallel to the front property line such as a pie-shaped lot on a cul-de-sac, or where the side property lines are not parallel to each other.

Lot, Legal: A separately delineated piece of real property, created for the purposes of a development activity, which: (a) Is shown on a recorded final subdivision plat that has received the necessary approvals, as required by the County's Land Use County's Ordinances, including the Subdivision County's Land Use Ordinances, and State laws, and their prior enactments, or (b) Is defined by some other legal instrument and has a separate property identification number according to the records of the Morgan County Recorder, and was legally created, as required by the County's Land Use Ordinances, including the Subdivision Ordinance, State laws, and their prior enactments.

Lot, Nonconforming: A lot or parcel that: (a) Legally existed before its current zoning designation; and (b) Has been shown continuously on the records of the Morgan County Recorder as an independent parcel since the time the zoning regulation governing the lot or parcel changed; and (c) Because of subsequent zoning changes does not conform with the lot size or other dimensional or property development standards applicable in the Zoning District in which the lot or parcel is located.

Management Code: The Morgan County Land Use Management Code, as adopted, and codified as Title 8, Morgan County Code of Ordinances.

Manufactured Home: A factory built structure which is constructed in compliance with the Federal manufactured housing construction and safety standards act of 1974, which became effective June 15, 1976; transportable in one or more sections; built on a permanent chassis; designed as a place for human habitation of not more than one family, with or without a permanent foundation, when connected to required utilities; and includes the plumbing, heating, air conditioning and electrical systems contained therein.

Map, Official: Any map adopted by the County Council under the provisions of Utah Code Annotated, as amended.

Mobile Home: A factory built, moveable living unit which does not meet the requirements of the Federal manufactured housing construction and safety standards act of 1974, which became effective on June 15, 1976; transportable in one or more sections; eight feet (8') or more in body width and thirty two feet (32') or more in body length; built on a permanent chassis with wheels; designed as a place for human habitation of not more than one family, with or without a permanent foundation, when connected to required utilities; and includes the plumbing, heating, air conditioning and electrical systems contained therein.

Moderate Income Housing: As defined by the Act.

Modular Home: A factory built structure which is constructed in compliance with the county's or State's adopted building codes; transportable in one or more sections; built on permanent chassis; designed as a place for human habitation when placed upon a permanent foundation and connected to all utilities; and includes the plumbing, heating, air conditioning and electrical systems contained therein. A modular home meeting the requirements of chapter 9 of this title shall be classified as a dwelling.

Monument: A permanent survey marker established by the Morgan County Surveyor and/or a survey marker set and referenced to Morgan County survey monuments.

Natural Features: Non man-made land characteristics, including slopes, wetlands, streams, intermittent drainage channels, and native stands of shrubs or trees.

Natural State: Land that has not been subjected to grading, removal of vegetation or any development activity.

Natural Vegetation: Vegetation existing on a lot or parcel prior to any grading, development activity or plantings.

Natural Waterways: Those areas, varying in width, along streams, creeks, gully, springs or gashes which are natural drainage channels as determined by the community and economic development director and in which areas no buildings shall be constructed.

Nominal Fee: Means a fee that reasonably reimburses the County only for time spent and expenses incurred in: (a) verifying that building plans are identical plans; and (b) reviewing and approving those minor aspects of identical plans that differ from the previously reviewed and approved building plans.

Noncomplying Structure: As defined by the Act.

Nonconforming Use: As defined by the Act.

Official Map: As defined by the Act.

Official Street Map: The map adopted by the County Council, which shows the location and alignment of existing and future roads and streets within the County.

Official Zoning Map: The map adopted by the County Council showing the geographic location of Zoning Districts.

Off-Street: Entirely outside of any right-of-way, street, access easement, or any private access drives.

Open Space: Land used for recreation (including but not limited to golf courses and ski terrain owned by Snowbasin, which may charge a fee to access), agriculture, resource protection, amenity or buffers; is accessible to all residents of the development, except in the case of agricultural lands where access may be restricted. Does not include road or road right of ways, parking areas or private yards. Open Space should be left in natural state, except in the case of recreation uses, which may contain impervious surfaces.

Owner: Snowbasin Resort Company whose address is 3925 East Snowbasin Road, P.O. Box 460, Huntsville, Utah, 84317.

Owner Representative: Any architect, contractor, subcontractor, agent or employee hired or engaged by an Owner to speak and act on behalf of the Owner in regards to any Activity.

Parcel: A contiguous quantity of land, in the possession of, or owned by, or recorded as the property of the same owner.

Park: A playground or other area or open space providing opportunities for active or passive recreational or leisure activities.

Parking Area: An enclosed or unenclosed area, other than a street, and used or designed for parking of vehicles.



Parking Lot: An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

Parking Space: Space within a building, lot, or parking lot for parking or storage of one automobile.

Percent Slope: Percent slope is calculated by multiplying the ratio of a slope's rise (1') to run (2') by one hundred (100). For example, a slope of 2:1 is a 50% slope.

Person: As defined by the Act.

Permanent Enhancement: The construction of any landscaping wall, fencing or other non-temporary element to remain for more than one calendar year.

Permeable: A surface material that allows for the penetration or partial penetration of surface water.

Pervious Material or Surface: Material that is penetrable by water.

Phase: A part or portion of the Subject Property.

Place of Business: Each separate location maintained or operated by the licensee, whether or not under the same name, within the county from which business is engaged.

Planning and Development Services Director: The person appointed by the County Council to administer this Development Agreement and the Management Code.

Planning Commission ("Commission"): The Planning Commission of Morgan County, Utah.

Plat: As defined by the Act.

Potential Geologic Hazard Area: As defined by the Act.

Primary Building: The principal building located on a lot or parcel designed or used to accommodate the primary use to which the premises are devoted.

Primary Use: The principal purpose for which a lot, parcel, or building is designed, arranged or intended, or for which it is occupied or maintained as allowed by the provisions of the County's Land Use Ordinances.

Private Drive: Non-dedicated thoroughfare or road used exclusively for private access to and from private land and/or developments.



Project Improvements: Site improvements and facilities that are, (a) planned and designed to provide service for Development resulting from a Development Activity; and (b) necessary for the use and convenience of the occupants or users of Development resulting from a Development Activity. Project Improvements do not mean System Improvements.

Property Line: The boundary line of a lot or parcel.

Property: Any lot, parcel, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real property of, the same person or persons.

Public Access Trail: A trail operated and/or managed for use by the public.

Public Access: Means the use and enjoyment of any infrastructure, facilities, services, or other amenities, by the public and not requiring any membership to any association, club, or other organization, or.

Public Agency: As defined by the Act.

Public Hearing: As defined by the Act.

Public Improvement: Any street dedications, installations of curb, gutter, sidewalk, road base and asphalt, water, sewer, and storm drainage facilities, or other utility or service required to provide services to a lot, parcel, building, or structure.

Public Meeting: As defined by the Act.

Public: That which is under the ownership or control of the United States Government, Utah State, or any political subdivision of the State of Utah (or any departments or agencies thereof).

Quasi-Public Use: A use operated by a private nonprofit educational, religious, recreational, charitable, or philanthropic institution, serving the public.

Reasonable Accommodation: A change in a rule, policy, practice, or service necessary to afford a person equal opportunity to use and enjoy a dwelling. As used in this definition “Reasonable” means a requested accommodation will not undermine the legitimate purposes of existing zoning regulations notwithstanding the benefit that the accommodation would provide to a person with a disability, “Necessary” means the Applicant must show that, but for the accommodation, one or more persons with a disability likely will be denied an equal opportunity to enjoy housing of their choice, “Equal Opportunity” means achieving equal results as between a person with a disability and a non-disabled person.

Record of Survey Map: As defined by the Act.

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Residential Activity: Any building, structure, or portion thereof that is designed for or used for residential purposes and any activity involving the use of occupancy of a lot for residential purposes.

Residential Dwelling Unit (RDU): A building, or portion thereof, containing one (1) or more rooms and one (1) kitchen and including areas for living and sleeping, designed to be used for human occupancy, complying with all provisions of the Building Codes and County's Land Use Ordinances. For example, a Two-Family Dwelling Unit contains two RDUs.

For the purposes of this Development Agreement one (1) RDU shall include and consist of Dwelling, Accessory; Bed & Breakfast Inn; Dwelling, Condominium; Dwelling, Manufactured Home; Dwelling, Single-Family; and Dwelling, Townhome. Each separate unit contained within Dwelling, Multiple-Family shall be one (1) RDU.

For the purposes of this Development Agreement the following uses shall not be included in total 2,447 RDUs available to the Subject Property, under the terms of this Development Agreement: Dwelling, Condominium Rental Apartment; Dwelling, Resort Workforce Housing; Hotels; Motels; Lock-out Sleeping Rooms; Vacation Ranch, or Yurt.

Residential Facility for Elderly Persons: Means a single-family or multiple-family dwelling unit that meets the requirements of the Act, but does not include a health care facility as defined by Section 26-21-2, U.C.A.

Residential Facility for Persons with a Disability: As defined by the Act.

Retaining Wall: A wall designed and constructed to resist the lateral displacement and erosion of soils or other materials.

Ridgeline: The highest points along a mountain top.

Right-of-Way: Any area provided for conveying vehicle and pedestrian traffic, and other public use.

Sanitary Sewer Authority: Means the County Engineer, or County Engineer and DEQ working cooperatively together.

Sanitary Sewer Facilities: Treatment and collection facilities required to provide Sanitary Sewer services and owned, leased, or operated by a public or quasi-public body.

Setback or Required Yard Area: The shortest distance on a lot or parcel between a building line and a property or designated right-of-way line excluding uncovered patios, decks and balconies not greater than two (2) feet in height from grade, and not less than 4 feet from the rear property line and 8 feet from the side property line, and chimney and roof overhangs protruding no greater than two (2) feet into the setback area.

Sign: A presentation or representation of words, letters, figures, designs, picture or colors, publicly displayed so as to give notice relative to a person, a business, an article or merchandise, a service, an assemblage, a solicitation, or a request for aid; also the structure or framework or a natural object on which any sign is erected or is intended to be erected or exhibited or which is being used or is intended to be used for sign purposes.

Site Plan: A schematic, scaled drawing of a lot or parcel which indicates, as may be required by the County's Land Use Ordinances, the placement and location of buildings, setbacks, yards, property lines, adjacent parcels, utilities, topography, waterways, irrigation, drainage, landscaping, parking areas, driveways, trash containers, streets, sidewalks, curbs, gutters, signs, lighting, fences and other features of existing or proposed construction or land use.

Skylining: Any structure or improvement that creates a silhouetted appearance against the sky. Typically referring to a structure or improvement above a ridgeline.

Slope: The level of inclination of land from the horizontal plane determined by dividing the horizontal run or distance, of the land into the vertical rise, or distance, of the same land and converting the resulting figure in a percentage value.

Slope (Percent): Percent slope is calculated by multiplying the ratio of a slope's rise (1') to run (2') by one hundred (100). For example, a slope of 2:1 is a 50% slope.

Solid Waste Facilities: Facilities required to provide solid waste services and owned, leased, or operated by a public or quasi-public body.

Special District: Means an entity established under the authority of Title 17A, Special Districts, and any other governmental or quasi-governmental entity that is not a County, municipality, school district, or unit of the State.

Specified Public Utility: As defined by the Act.

Start of Construction: The issuance date of a building permit if construction, repair, reconstruction, placement, or other improvement begins within one hundred eighty (180) days of the permit date.

State: Includes any department, division, or agency of the State of Utah.

Storm Drainage and Flood Control Authority: The County Engineer.

Storm Drainage and Flood-Control Facilities: Any device, piping, apparatus, or construction and including, but not limited to, check dams, debris-flow basins, and detention/retention basins and required by accepted Best Management Practices (BMP's) to prevent, avert, or mitigate flooding, ponding

or the buildup of debris or sediments.

Story: The space within a building, other than a cellar, included between the surface of any floor and the surface of the ceiling next above.

Street: Means a public right-of-way, including a highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, public easement, or other way.

Structural Alterations: Any change in supporting members of a building, such as bearing walls, columns, beams, or girders.

Structure: Anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

Subdivision: As defined by the Act

Subject Property: The property identified and described by Exhibit A.

System Improvements: Means (1) existing public facilities that are designed to provide services to service areas within the County at large; and (2) future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the County at large. System improvements do not mean Project Improvements.

Testacy: A formal testacy proceeding is one conducted with notice to interested persons before a court.

Transportation Authority: The Utah Department of Transportation and the County Engineer, as applicable.

Turnabout: The area adjacent to a garage intended for the use of turning a car around and/or the outdoor parking of vehicles.

U.C.A. Means the Utah Code Annotated, as amended.

Unincorporated: Means the area outside of the incorporated area of any municipality located in Morgan County.

Use Area: A portion of a Development Area identified for either Single-Family Residential, Multi-Family Residential, Mixed Use Development, Golf and Golf Infrastructure, or Open Space uses, and as identified by Exhibits B-1, B-2, B-3, and B-4.

Use Variance. A modification to the Allowed Uses that allows a landowner to use a parcel or lot that is not permitted by the County's Land Use Ordinances.

Use: The specific purpose for which land or a building is designed, arranged, intended, or for which it is or may be occupied or maintained.

USGS: The United States Geological Survey

Utilities: Include, but are not limited to, natural gas, electric power, cable television, telephone, telecommunication services, storm system, sewer system, irrigation facilities, culinary water, street lights and other services deemed to be of a public-utility nature by the County.

Utility Easement: The area designated for access to construct or maintain utilities on a lot or parcel.

Vested Property Rights - The right to undertake and complete the development and use of property under the terms and conditions of zoning, development agreement and other approvals granted by Morgan County and/or other relevant agencies.

Wall (Retaining): A wall designed and constructed to resist the lateral displacement and erosion of soils or other materials.

Water Interest: As defined by the Act.

Yard: An open space on a lot, other than a court, unoccupied and unobstructed from the ground upward by buildings, except as otherwise provided herein.

Zoning Administrator: The person appointed by the County Council to carry out the administrative responsibilities of the County's Land Use Ordinances.

Zoning District: An area of the unincorporated territory of the County which has been given a designation which regulates the construction, reconstruction, alteration, repair or use of buildings or structures, or the use of land as set forth in the County's Land Use Ordinances.

Zoning Map: As defined by the Act.

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