



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** Consideration and action on a request for approval of the 1st Amendment to the Snowbasin Development Agreement.

**Application Type:** Legislative

**Agenda Date:** Tuesday, December 14, 2021

**Applicant:** Jim Hill

**File Number:** ZDA 2021-02

### Property Information

**Approximate Address:** 3925 Snowbasin Rd, Huntsville

**Zoning:** DRR-1 Zone

**Existing Land Use:** Master Planned Ski Resort

**Proposed Land Use:** Master Planned Ski Resort

**Parcel ID:** 20-043-0005

### Adjacent Land Use

<b>North:</b> Resort	<b>South:</b> Resort
<b>East:</b> Resort	<b>West:</b> Resort

### Adjacent Land Use

**Report Presenter:** Steve Burton  
[sburton@webercountyutah.gov](mailto:sburton@webercountyutah.gov)  
 801-399-8766

Report Reviewer: RG/CE

## Development History

Snowbasin Resort received the Destination Recreation Resort-1 zoning designation in January of 2011. During that process, a master plan and development agreement were approved to outline density rights as well as the timing and location of future development at Snowbasin.

Snowbasin submitted a request to amend certain sections of the development agreement and the master plan on October 4, 2021.

The Ogden Valley Planning Commission forwarded a positive recommendation of the proposed zoning development agreement amendment, after holding a public hearing on October 26, 2021.

## Summary

No new density is being proposed as part of this amendment. Snowbasin is proposing an amendment to the development agreement and master plan for several reasons. An explanation and analysis of the proposed changes are below.

### Change #1

The first proposed change is to amend the language of section 3 of the development agreement which currently states the following:

“3. Concept Development Plan

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

The proposed change to section 3 is as follows:

“3. Concept Development Plan

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

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

In this proposed language, the document referred to as *Exhibit B* is page 27 of the original master plan and the concept plan for Area A as shown in the original master plan. This proposed language, if adopted, would allow the county to approve revisions and refinements to the concept plan for each area (A, B, F, and G) as the development occurs, without requiring additional amendments to the master plan or development agreement.

In considering this proposal, staff understands the developer’s need to allow changes in the location of roads, buildings, and development types after a concept plan is approved. More specifically, staff understands that each development area takes time to complete, and that the developer will be influenced differently by market forces throughout the time it takes to finalize a development area.

A concept plan for each area is important in a master plan. Concept plans are meant to clarify and provide visual depictions of the county’s expectations and allowances of a developer. The proposed amendment to section 3 will still require a concept plan that depicts the future build-out, generally. The proposed changes to section 3 will allow the developer some flexibility regarding the location of roads, buildings, and development types in each area. As stated in the existing development agreement (1<sup>st</sup> paragraph of Section 3), the developer will still be required to submit specifics of each area to the County, and the County will have the right to approve or deny the more specific plans, based on the general concept plan. There are no proposed changes in the number of units in each area (A, B, F, and G).

## Change #2

The second proposed change is to eliminate limitations on commercial density including hotels in the ski areas (Areas A and B) by amending section 5.3 of the current development agreement. Section 5.3 states the following:

*Developer acknowledges that units (development rights) will diminish, as development occurs, at a rate of one (1) unit per one (1) residential lot/unit developed and/or at a rate of one (1) unit for every 5,000 square feet of commercial space developed. Commercial area(s) within hotel lobbies and/or conference rooms/facilities are excluded from this calculation. In no case shall commercial density exceed 213,750 square feet of hotel space and 75,000 square feet of retail commercial space in Area A and 80,000 square feet in Area G. Commercial square footage in Area F shall be limited to the area shown as "Mixed Use" on the Land Use Plan. See page 55 of Exhibit B.*

The proposed amendment will change section 5 regarding density to the following:

### 5. Density.

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

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

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

TABLE 5.3 DENSITY AND DESCRIPTION

<u>Type of Use</u>	<u>Density Equivalent</u>
<u>Single-family Dwelling</u>	<u>1 unit</u>
<u>Multi-family Dwelling</u>	<u>1 unit per dwelling unit</u>
<u>Hotel Room</u>	<u>.33 unit</u>
<u>Workforce Housing Units</u>	<u>N/A Does not count toward unit density</u>
<u>Skier Services, Lodges and all Parking</u>	<u>N/A. Does not count toward unit density</u>
<u>Commercial Square Footage Areas A and B</u>	<u>N/A. Does not count toward unit density</u>
<u>Commercial Square Footage Areas F and G</u>	<u>1 unit per 5,000 square feet of improved commercial space</u>
<u>Total units per Development Area</u>	
<u>Area A - Earl's Village</u>	<u>1,579</u>
<u>Area B – The Forest</u>	<u>502</u>
<u>Area F – The Meadows</u>	<u>22</u>
<u>Area G – The Ranch</u>	<u>325</u>
<u>Total Project Density Permitted</u>	<u>2,428 Units</u>

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

There are two key factors to consider in this proposed change. They are, first, the developer’s request to change how hotels are counted toward density, and, second, to no longer count commercial square footage as density units in areas A and B.

Currently, the development agreement assigns hotel units to Area A (the only area with hotels) based on the hotel’s commercial square footage. The current calculation is 1 hotel unit for every 5,000 square feet of commercial space developed. Under the current agreement, this gives Area A 43 units (213,750 square feet of commercial space / 5,000 = 43). The developer is proposing to change the calculation to count each hotel unit is 1/3 of a single family dwelling unit. The developer is proposing this because it is how the hotel units are counted under the development agreement at Powder Mountain. The developer feels that this unit calculation is easier to understand and for all parties (County, Snowbasin, future unit owners) to track.

**Existing**

The existing development agreement, Area A has a hotel room (unit) allowance of 43 units. The existing agreement allows a residential unit allowance of 1,529. The existing development agreement allows 15 commercial retail units. **The Area A unit count under the current development agreement is 1,587.**

**Proposed**

The developer’s proposal for Area A is to have a 150 room hotel, which would count toward 50 hotel units, while keeping the allowance of 1,529 residential units. If the commercial units are not counted, as proposed by the developer, **the total Area A unit count (residential and hotel only) will be 1,579.**

The proposed changes would allow for no cap on the commercial square footage in Areas A and B. The county planning staff and Planning Commission would review any commercial proposals for their compliance with the county Land Use Code as well as the development agreement and master plan. The types of applications that the Planning staff and Planning Commission would review are Commercial Design Review and Subdivisions. Given that the master plan requires the developer to submit concept plans for each area, the county will be able to restrict commercial development in Area A if it is found to be out of compliance with the Area concept plan.

Under the current development agreement Section 5.1, the permitted density to Snowbasin listed is 2,426 units. Under the new commercial density calculation, the proposed density will be 2,428. The new method of counting density clarifies the tables and calculations on Page 68 of 158 of the original development agreement. The developer has stated that the original density should have been 2,428, but that there were errors in the tables on page 68. The developer is prepared to explain the discrepancy to the legislative body, in hopes of receiving the two additional units.

With this proposed amendment, the developer is also requesting approval of a more detailed concept plan for Area A. The existing concept plan for Area A is attached as Exhibit A. The proposed, more detailed concept plan, is included as Exhibit B.

### *Change #3*

The developer is proposing to clarify the development agreement in regards to workforce housing. The developer would like the agreement to be clear that none of the workforce housing units that will be constructed will count toward the resort's overall unit count. Staff is comfortable with this clarification because it will not limit the amount of workforce housing units.

## **Summary of County Commission Considerations**

In reviewing a proposed development agreement, the Planning Commission and County Commission may consider, but shall not be limited to considering, the following:

1. Public impacts and benefits.
2. Adequacy in the provision of all necessary public infrastructure and services.
3. Appropriateness and adequacy of environmental protection measures.
4. Protection and enhancements of the public health, welfare, and safety, beyond what is provided by the existing land use ordinances.

## **Staff Recommendation**

Staff recommends that the County Commission approve ZDA 2021-02, based on the following findings:

1. A request to amend the "Concept Development Plan" is allowed per the previously approved Zoning Development Agreement.
2. The amendment is not detrimental to the public health, safety, or welfare.
3. The proposal will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.
4. The agreement was considered by the Legislative Body, in conformance with Chapter 102-6 of the County Land Use Code.

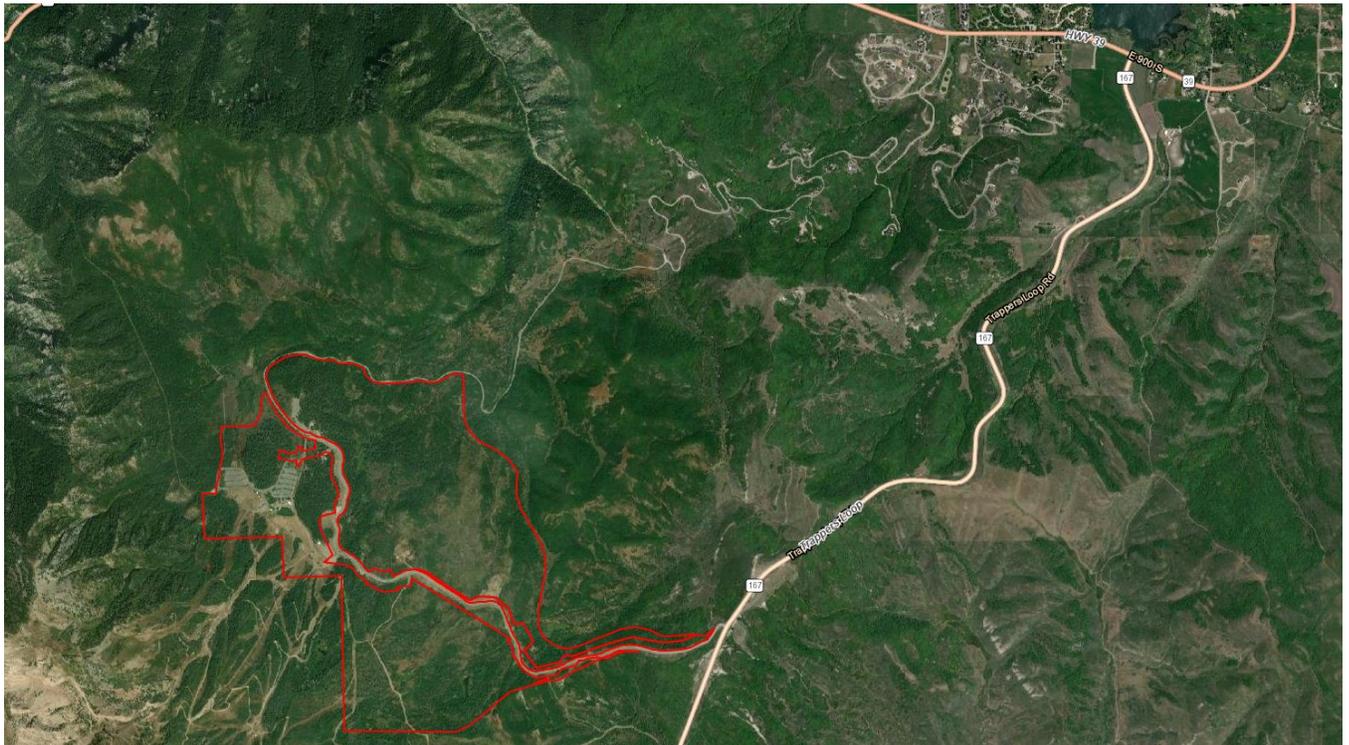
## Exhibits

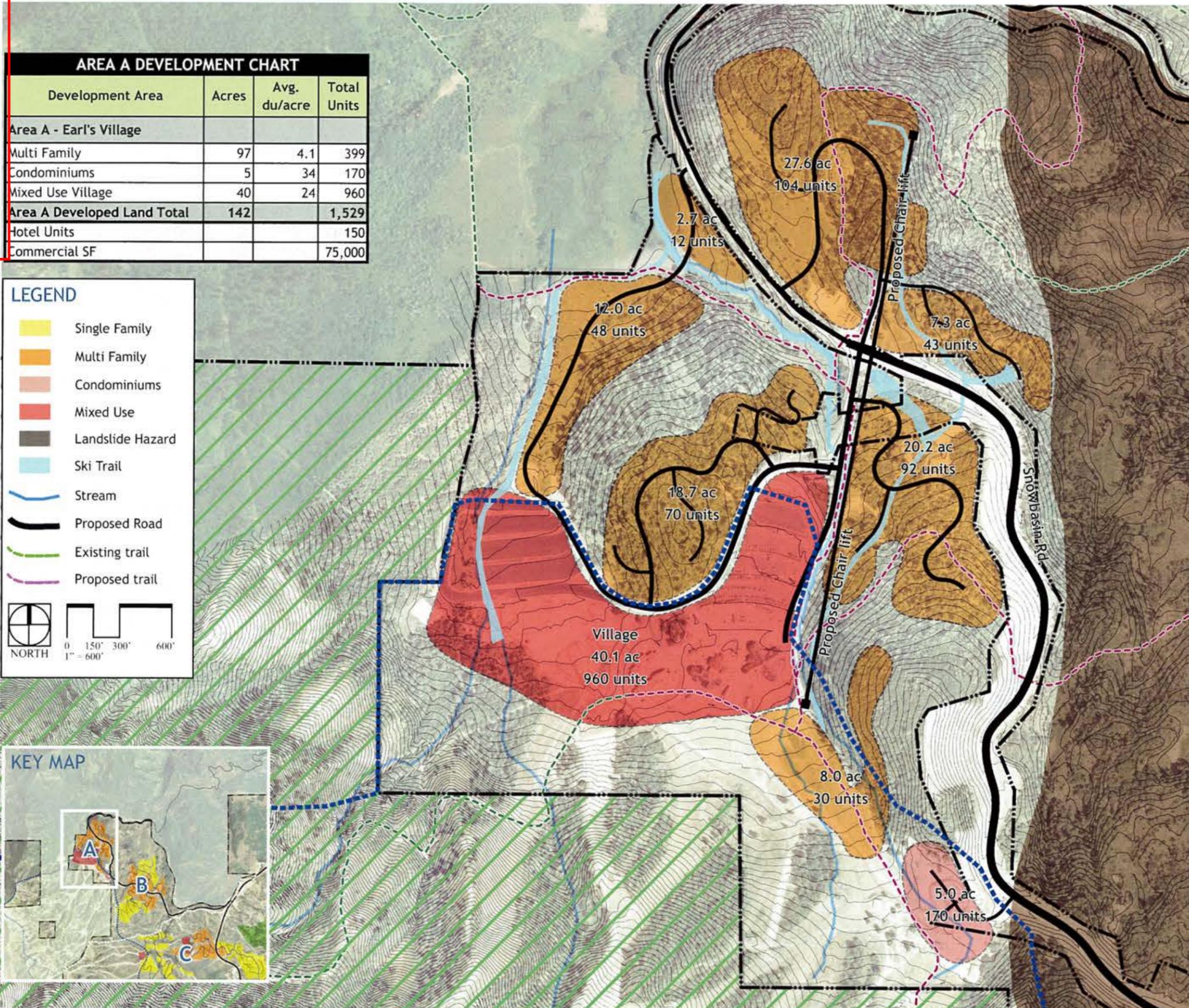
Exhibit A - Existing Area A concept plan

Exhibit B – Proposed Area A detailed plan

Exhibit C – Proposed Development Agreement Amendment

## Map 1





## AREA A - EARL'S VILLAGE DEVELOPMENT SUMMARY

Area A - Earl's Village is the vibrant portal to the mountain. As one of the focal points of the Snowbasin Resort master plan, it is comprised of a hotel, pedestrian plaza, retail and restaurants, parking garages and multi-family buildings. It will be a true destination resort experience.

Structured parking is planned for the northern portion of the mixed-use area; this structure will be wrapped with condominiums, visually making the building part of the village. After guests park their cars, they can walk through the retail-lined plaza to Earl's Lodge and the mountain. Retail in this area may include restaurants, bars, sporting goods, clothing and gift shops, and other retailers that focus on servicing Snowbasin guests and residents. The village will feature a hotel, condominiums and townhomes allowing visitors to stay and/or live within the beautiful surroundings of the Valley. A chair lift between the village and residents to the north is planned for ski-in and ski-out capabilities. Condominiums are also planned at the base of Wildcat and Becker lifts.

The village will also feature a plaza providing the opportunity for special events and for residents and guests to gather and relive experiences on the mountain. Ponds on the eastern edge provide the opportunity for fly fishing in the summer and perhaps ice skating in the winter. Hiking/biking trails wind through the area allowing residents and visitors to connect to other areas within the Resort and to the regional trails in the Valley. The streams that run through this parcel provide the opportunity to amenitize the mixed-use and residential areas. Development within stream setbacks will not occur and sensitive areas will be avoided whenever possible. Road right-of-way setbacks will be utilized for development near Snowbasin Road.

# VILLAGE CONCEPT PLAN

## LONG TERM VISION

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

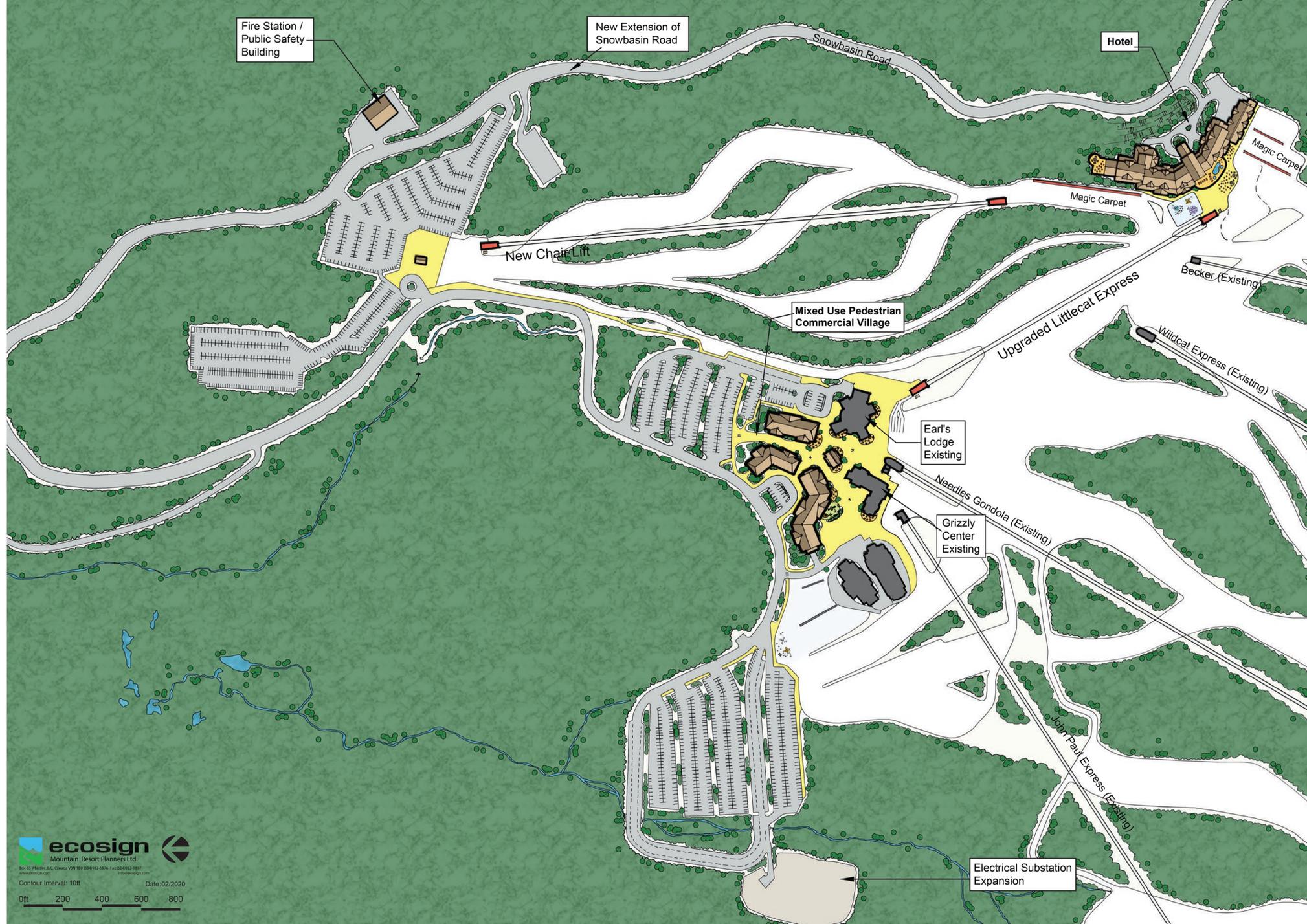
- NEW BASE AREA LIFTS
- INCREASED LEARNING TERRAIN
- RESIDENTIAL DEVELOPMENT
- EXPANSION OF DINING & SHOPPING
- ADDITIONAL OVERNIGHT ACCOMMODATIONS



# VILLAGE CONCEPT PHASE ONE COMPLETE 2024

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

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



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**First Amendment to Zoning Development Agreement  
Snowbasin Resort**

The following is a descriptive narrative prepared to outline the process and current state of proposed revisions to Sections 3 and 5.3 of the Zoning Development Agreement, dated January 11, 2011 (“Development Agreement”), and is intended to shed light upon the refinements necessary for the development and conceptual master plan for the Snowbasin Resort.

Section 3 of the Development Agreement currently reads as follows:

“3. Concept Development Plan

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

The Development Agreement was finalized and recorded in January of 2011 and was intended to be a first step in the future development of Snowbasin. Although over ten (10) years have passed since the original date of the Agreement, Snowbasin is now moving forward with development and the parties to the Development Agreement are currently in a position to better clarify certain aspects of the original Development Agreement. In particular, Section 3 of the Development Agreement as originally drafted creates certain unintentional encumbrances that contradict the intent of the agreement. The purpose of a PUD zoning process is to allow a master planned development to progress, evolve, and be molded into a viable project while providing for and requiring certain limitations and processes. The proposed revisions to Section 3 are intended to help conform the Development Agreement with Snowbasin’s approach to the master planning and development for each specific area as such planning and development evolves within the constraints of the Development Agreement.

The original Development Agreement includes a Land Use Plan, attached as Exhibit B and found on page 55. The Land Use Plan is referenced several times throughout the Development Agreement and is intended to provide clarity to the development process by depicting conceptual road layouts, land areas and certain product types (e.g., multi-family residential or mixed-use development). As the planning and development of the project is now able to be more fully detailed, flexibility to modify certain aspects of the planning details would better facilitate the development process and would allow for a more homogeneous finished product. Note that Snowbasin is not proposing any revisions to original development density or to develop any additional areas beyond what was provided for in the original Development Agreement. Instead, the proposed revisions will allow for road layouts, exact building site boundaries and product types to evolve over the development process and as phases progress for each area.

The proposed revisions to Section 3 will allow for an approval of distinct master plans for each development area in phases and as the development and planning progresses, as opposed to

requiring approval for a single detailed conceptual development plan for the entire Resort. Furthermore, the proposed modification will provide for a more complete approach to the development timeframe.

In order to accomplish the aforementioned intent, the amended and restated Section 3 would read as follows:

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

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

Additionally, Snowbasin is requesting a modification to section 5.3 of the 2011 Development Agreement in order to allow more flexibility regarding product type and to encourage hotel and commercial development which are anticipated to add activity and vitality to the resort. Some of the modifications are based on the approach taken in the previously approved Powder Mountain Development Agreement. Specifically, we propose that the limitation on commercial density including hotels in the ski areas (Areas A and B) be deleted. We believe it is in the interest of the resort and the county for these areas to be as vibrant as possible and that it is essential to remove these limitations. Limitations on commercial in non ski areas (F and G) remain unchanged.

The approach for counting density in the existing Development Agreement can be somewhat difficult to understand, particularly related to hotels. We propose a simplified approach and table based on the previously approved Powder Mountain Development Agreement, counting hotel density based on each hotel room counting as the equivalent of 1/3 of a single family dwelling unit. Our intention is not to request additional residential density, but to clarify how this density is counted. We also wish to encourage commercial, ski support and employee housing by not including these areas in density calculations in ski areas A and B.

The original and proposed density using the new simplified approach is calculated as follows based on Development Agreement Exhibit B page 27 table entitled “Snowbasin Densities / Transferable Units Required”:

Exhibit B page 27

Area A – Earl’s Village 1,529 units

- Add 150 room hotel / 3 = 50 units  
Commercial – Area A – Hotel (not counted)  
Commercial – Area A – Retail, etc. (not counted)

Total Area A density new approach:  $1,529 + 50 = 1,579$  units

Area B – The Forest 502 units

- No changes

Total Area B density new approach = 502 units

Area F – The Meadows 22 units

- No changes

Total Area F density new approach = 22 units

Area G – The Ranch 297 units

Add Commercial – Area G – Retail, etc.  $140,000 \text{ square feet} / 5,000 = 28$  units

Total Area G density new approach:  $297 + 28 = 325$  units

All Areas A, B, F and G combined total 2,428 units

# Snowbasin - Weber County Zoning Development Agreement - January 19, 2011

## Exhibit B - page 27

Exhibit C

2511941 Pg 68 of 158

### Reservoir Transferable Units

Development Rights Calculation - Reservoir	
26.32 Acres, per Weber County record survey	
0 Acres with slopes over 40%	
26.32 Transferable Development Acres	
26.32 Transferable Development Acres	
1,146,499.2 Transferable Development - Square Feet	
571 Transferable Development Units	

### Transfer Incentive Matching Units (TIMU) - Transferred Base Unit (TBU)

Percentage of Units Transferred	# Units Need to Transfer	Match	Additional Density
0%	228	0.00	0
40%	229	1.25	399
56%	320	1.50	607
71%	406	1.75	858
86%	491	2.00	1,143

### Density Bonus Units (DBU) (Maximum Bonus of 60%)

Description	Bonus
a. Develop Resort that can demonstrate how it meets intent of this Ordinance	10%
b. Develop Resort that can demonstrate 80% reduction in (potential) future traffic congestion	10%
c. Provide an additional 10% or more Conservation Open Space within Resort in excess of minimum requirement	5%
d. Provide developed and approved access to public lands	5%
g. Establishment, promotion & implementation of innovative program /project that furthers Ogden Valley community interests	30%
<b>Total Possible Density Bonus Percentage</b>	<b>60%</b>

### Snowbasin Densities / Transferable Units Required

Proposed Density for Snowbasin	Units	Acres
Area A - Earl's Village	1,529	142
Area B - The Forest	502	216
Area F - The Meadows*	22	76
Area G - The Ranch	297	252
<b>Total Density Within Project Boundary</b>	<b>2,350</b>	<b>686</b>

Required Permitted Units	Comm Sq Ft.	# Units
Mountain Density		2,350
Commercial - Area A - Hotel <sup>(1)</sup>	213,750	43
Commercial - Area A - Retail, etc.	75,000	15
Commercial - Area G - Retail, etc.	140,000	28
<b>TOTAL UNITS REQUIRED</b>		<b>2,436</b>

### Snowbasin TBU, TIMU & DBU Calculations Based on Ordinance

Matching Units - (2 Units)	Transferable Develop Units	Transfer % of TTL	TBU	Bonus	TIMUs	Total Transferred Units	Units Remaining Reservoir	Full Credit DBUs
Transfer 90% off Reservoir to achieve highest match								
Transferrable Units on Reservoir	571							
Applicant's Initial Transfer of Base Units (TBU's)			521			521	50	521
+ Transfer Incentive Matching Units (TIMU's) Awarded		91.3%		2	1,042	1,042		1,042
x Density Bonus (DBUs)								937
<b>=Maximum Permitted Units</b>						<b>1,563</b>		<b>2,500</b>

(1) Assumes 225,000 square foot hotel. Hotel lobbies and conference rooms/facilities are excluded and assumed to be 5% (11,250) of total square footage.

## DENSITY CALCULATION

### RESERVOIR TRANSFERABLE UNITS

The top chart on this page delineates the number of transferable units available on applicant's property on the valley floor (Reservoir Parcel) per Section 9C-6 Minimum Lot Area, Width and Yard Regulations for property zoned CVR-1. This was calculated using Weber County's development equation for CVR-a zoned property.

### TRANSFER INCENTIVE UNITS (TIMU) - TRANSFERRED BASE UNIT (TBU)

This chart outlines the transfer incentive matching units per Section 44.2(4) and the number of units that would need to be transferred off the Reservoir Parcel in order to achieve the matching units per County Code.

### DENSITY BONUS UNITS (DBU) (MAXIMUM BONUS OF 60%)

The Snowbasin Resort master plan, as submitted, is eligible for five of the nine opportunities to receive density bonus units. This table lists the bonuses the plan is eligible to be awarded with corresponding letters per Section 44.2(5) as well as the bonus percentage available. The total possible density bonus percentage is 60 percent, which is the maximum bonus allowed per the Code. The proposed master plan meets or exceeds the requirement to earn the full 60 percent bonus.

### SNOWBASIN DENSITIES / TRANSFERABLE UNITS REQUIRED

Per Section 44.2(6)(a), "the number of permitted units shall diminish as development occurs at a rate of one (1) unit per one (1) residential lot/unit developed and a rate of one (1) unit for every 5,000 sq. ft. of commercial space developed. Commercial area within hotel lobbies and conference rooms/facilities are excluded from this calculation." The proposed hotel located in Area A - Earl's Village is proposed to be 225,000 sq. ft. with five percent (5%) excluded for the lobby and conference rooms/facilities. The retail in Area A is proposed to be 75,000 square feet and 140,000 square feet in Area G. The units required to support the residential density as well as commercial square footage is estimated at 2,436 units.

### SNOWBASIN TBU, TIMU & DBU CALCULATIONS BASED ON ORDINANCE

The applicant proposes to transfer 521 units or 91.2% off of the Reservoir Parcel for a two (2) unit match, resulting in 1,563 permitted units within Snowbasin Resort. The Snowbasin Resort master plan is eligible for a 60% bonus, resulting in 937 density bonus units. The total number of permitted units available for the Snowbasin Resort master plan is 2,500 units.

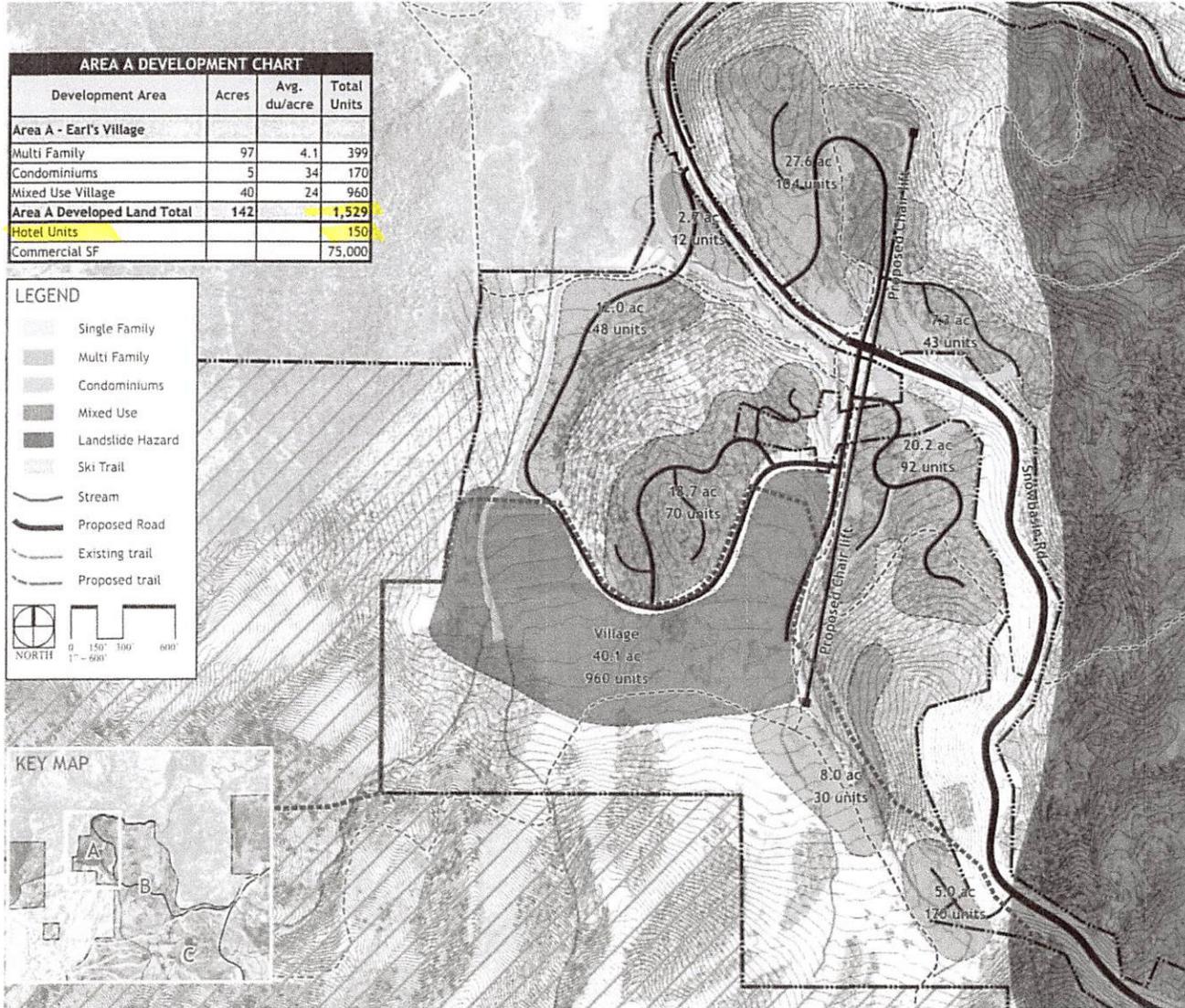
Snowbasin - Weber County Zoning Development Agreement - January 19, 2021  
 Exhibit B - page 28

AREA A - EARL'S VILLAGE  
 DEVELOPMENT SUMMARY

Area A - Earl's Village is the vibrant portal to the mountain. As one of the focal points of the Snowbasin Resort master plan, it is comprised of a hotel, pedestrian plaza, retail and restaurants, parking garages and multi-family buildings. It will be a true destination resort experience.

Structured parking is planned for the northern portion of the mixed-use area; this structure will be wrapped with condominiums, visually making the building part of the village. After guests park their cars, they can walk through the retail-lined plaza to Earl's Lodge and the mountain. Retail in this area may include restaurants, bars, sporting goods, clothing and gift shops, and other retailers that focus on servicing Snowbasin guests and residents. The village will feature a hotel, condominiums and townhomes allowing visitors to stay and/or live within the beautiful surroundings of the Valley. A chair lift between the village and residents to the north is planned for ski-in and ski-out capabilities. Condominiums are also planned at the base of Wildecat and Becker lifts.

The village will also feature a plaza providing the opportunity for special events and for residents and guests to gather and relive experiences on the mountain. Ponds on the eastern edge provide the opportunity for fly fishing in the summer and perhaps ice skating in the winter. Hiking/biking trails wind through the area allowing residents and visitors to connect to other areas within the Resort and to the regional trails in the Valley. The streams that run through this parcel provide the opportunity to amenitize the mixed-use and residential areas. Development within stream setbacks will not occur and sensitive areas will be avoided whenever possible. Road right-of-way setbacks will be utilized for development near Snowbasin Road.



WHEN RECORDED, MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**RECITALS**

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

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

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

**AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**TABLE 5.3 DENSITY AND DESCRIPTION**

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

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

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

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

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

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

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

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

*[Signature pages to follow.]*

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

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

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

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

STATE OF UTAH )  
 ) ss:  
COUNTY OF WEBER )

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

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

[Notarial Seal]

Snowbasin Resort Company, a Wyoming corporation

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

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

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

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

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

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

[Notarial Seal]

**EXHIBIT A**

Description of the Property

**EXHIBIT B**

Area A - Conceptual Development Plans

DRAFT

# VILLAGE CONCEPT PLAN

## LONG TERM VISION

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

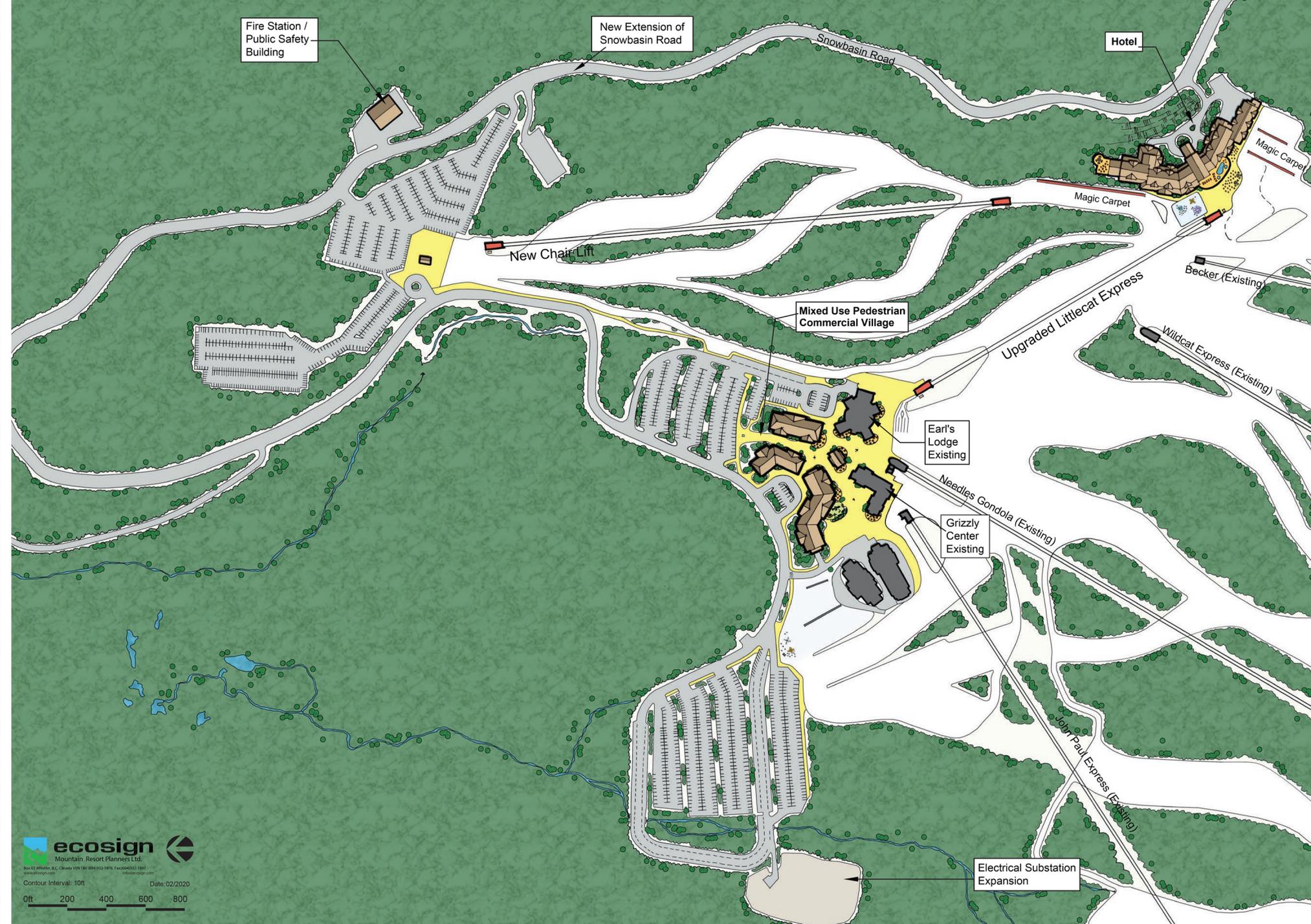
- NEW BASE AREA LIFTS
- INCREASED LEARNING TERRAIN
- RESIDENTIAL DEVELOPMENT
- EXPANSION OF DINING & SHOPPING
- ADDITIONAL OVERNIGHT ACCOMMODATIONS



# VILLAGE CONCEPT PHASE ONE COMPLETE 2024

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

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



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