

SUMMIT COUNTY, UTAH
ORDINANCE NO. 739

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

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

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

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

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

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

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

WHEREAS, the Summit County Council conducted a public hearing on each amendment on May 19, 2010; and

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

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

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

PASSED AND ADOPTED on this 9th day June 2010.

SUMMIT COUNTY COUNCIL, STATE OF UTAH

By

Claudia McMullin
Claudia McMullin, Chair, Summit County Council



Council Member Hanrahan voted	<u>aye</u>
Council Member Elliot voted	<u>absent</u>
Council Member Ure voted	<u>absent</u>
Council Member Robinson voted	<u>nay</u>
Council Member McMullin voted	<u>aye</u>

ATTEST:

Kurt...
County Clerk, Summit County, Utah

ENTRY NO. 00902152

06/30/2010 04:22:49 PM B: 2038 P: 1131

Ordinance PAGE 1/21

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY CLERK



1 **WHEN RECORDED RETURN TO:**

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

10
11 **AMENDMENT**
12 **TO**
13 **AMENDED AND RESTATED DEVELOPMENT AGREEMENT**
14 **FOR THE CANYONS SPECIALLY PLANNED AREA**
15
16 **SNYDERVILLE BASIN, SUMMIT COUNTY, UTAH**
17 **(Affecting The Colony Development Area)**
18
19

20 **THIS AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT**
21 **AGREEMENT FOR THE CANYONS SPECIALLY PLANNED AREA (“Amendment”)** is
22 entered into to be effective as of July 5, 2010, 2010 (“**Effective Date**”), by and
23 between Iron Mountain Associates, L.L.C. (“**IMA**”), Ski Land, LLC (“**Ski Land**”) and
24 Summit County, a political subdivision of the State of Utah, by and through the Summit
25 County Council (“**County**”), with reference to the following:
26

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

35 B. The Amended Agreement identifies certain areas within The Canyons
36 SPA for purposes of determining allowable uses, density and configuration, as
37 described and depicted in Exhibit B.1 to the Amended Agreement. One of the
38 Development Areas is “The Colony”.
39

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

44 D. Within the Development Areas are Project Sites defined in Article 1 of the
45 Amended Agreement as predetermined locations of development within a Development
46 Area. The Colony Phases I and II are identified as one Project Site and The Colony

1 Phases III, IV and V are identified as a second Project site within The Colony
2 Development Area. Within Project Sites there are sometimes additional sub-
3 development areas or development bubbles showing the general boundaries of where
4 actual construction of structures may take place.

5
6 E. For purposes of this Amendment and future clarity in interpreting and
7 enforcing the Amended Agreement and other documents related to The Canyons SPA,
8 the sub-development areas or bubbles located with The Colony Development Area
9 should hereafter be referred to using the defined term "**Colony Phase __ Development**
10 **Boundary**" where the "__" identifies the general phase or sub-phase area within which
11 homestead building envelopes may be located (collectively referred to as "**Colony**
12 **Phase Development Boundaries**" and generically referred to as a "**Colony Phase**
13 **Development Boundary**"). Lot lines may extend beyond a Colony Phase Development
14 Boundary and road and other infrastructure may be constructed outside of Colony
15 Phase Development Boundaries as necessary to service homesteads, other phases of
16 The Colony and the Mines Ventures Development Area.

17
18 F. Exhibit K.2 to the Amended Agreement allows for expansion of certain of
19 the Colony Phase Development Boundaries within the The Colony Phase III, IV and V
20 Project Site. Paragraph 5 of Exhibit K.2 provides:

21
22 5. Development Area Size. The County shall increase
23 the size of the development areas of Phases 3, 4 and 5 of
24 The Colony in order to accommodate the increased number
25 of lots that have been created in The Colony pursuant to the
26 TDR program, so as not to decrease the average size of the
27 lots that would have been created in the development areas
28 prior to the addition of the TDR lots. The Summit County
29 Community Development Director shall have discretion to
30 review, adjust and approve the size of The Colony
31 development areas.

32
33 G. IMA wishes to expand the Colony Phase Development Boundaries for
34 Phases III, IV and V pursuant to paragraph 5 of Exhibit K.2 to the Amended Agreement.

35
36 H. When The Colony was approved in 1998, using density calculated from
37 then-existing base zoning, twenty eight (28) acres near the base of the Tombstone lift
38 were taken out of the acreage and entitlement calculations to allow for a resort lodge
39 base for The Canyons. That use was not pursued and an agreement was reached to
40 restore the 28 acres and related five (5) units of density to The Colony. The 28 acres
41 which were excluded for the resort lodge base were platted as part of Phase 1B of The
42 Colony. The Canyons SPA was never formally amended to restore the acreage and
43 density to The Colony Development Area. IMA requests that such an amendment be
44 made at this time.

1 I. The County had determined, after due notice, public hearing and
2 deliberation, that it is in the public interest and to the public benefit to (i) allow expansion
3 of certain Colony Phase Development Boundaries as proposed by IMA and consistent
4 with the provisions of paragraph 5 of Exhibit K.2 to the Amended Agreement and (ii)
5 restore twenty-eight (28) acres and five (5) lot entitlements to The Colony as described
6 in Recital H.

7
8 NOW, THEREFORE, for good and valuable consideration, the receipt and
9 sufficiency of which is hereby acknowledged, and intending to be legally bound hereby,
10 the Parties hereby agree as follows:

11
12 1. Amendments. The Amended Agreement shall be amended as follows:

13
14 a. Definitions. The following defined term is added to Article 1,
15 Definitions:

16
17 **“Colony Phase __ Development Boundary”** means
18 a sub-development area or bubble located with The Colony
19 Development Area within which homestead building/
20 development envelopes may be located, where the “__”
21 identifies the general phase or sub-phase area (e.g., Colony
22 Phase 4 Development Boundary, Colony Phase 5
23 Development Boundary, etc.) (collectively referred to as
24 **“Colony Phase Development Boundaries”** and generically
25 referred to as a **“Colony Phase Development Boundary”**).
26 Lot lines may extend beyond a Colony Phase Development
27 Boundary and road and other infrastructure improvements
28 may be constructed outside of Colony Phase Development
29 Boundaries as necessary to service homesteads and other
30 phases of The Colony and the Mines Ventures Development
31 Area.

32
33 b. Colony Phase Development Boundary Modifications. The Colony
34 Phase Development Boundaries for The Colony Phases III, IV and V Project Site are
35 described and depicted in various exhibits to the Amended Agreement, including Exhibit
36 B.5.10. Attached to this Amendment is **“Exhibit B.5.10(a)”**. The Colony Development
37 Area and The Colony Phase Development Boundaries for Phases 3, 4 and 5 within The
38 Colony Development Area (The Colony Phase III, IV and V Project Site) are hereby
39 modified as follows:

40
41 i. Exhibit B.5.10(a) is hereby substituted for and replaces and
42 restates Exhibit B.5.10 in its entirety and supersedes all other exhibits and
43 references in the Amended Agreement to areas where homestead
44 building/development envelopes may be located in The Colony Development
45 Areas.
46

1 ii. Exhibit B.5.10(a) sets forth the permitted Colony Phase
2 Development Boundaries for The Colony Phase III, IV and V Project Site within
3 The Colony Development Area. The area labeled "**Future Development**" is
4 added to The Colony Development Area and may later be identified as one or
5 more Colony Phase Development Boundaries.

6
7 c. Tombstone Base Density Restoration. The Colony acreage and
8 density entitlements are amended as follows:

9
10 i. The Colony Development Area is hereby increased by
11 twenty eight (28) acres.

12
13 ii. The Colony Development Area density pool and entitlements
14 are hereby increased by five (5) units of similar size and use as other non-TDR
15 density units in The Colony.

16
17 iii. Exhibit B.2, "Land Use and Zoning" and its related notes and
18 charts shall include five (5) additional density units/lots when it is next amended,
19 restated and/or replaced by amendment to the Amended Agreement. Upon
20 further amendment of the Amended Agreement to formalize the addition of 20
21 Swaner TDRs, the total approved density entitlements/lots for The Colony shall
22 be 274.

23
24 2. Miscellaneous.

25
26 a. Ratification of Agreement. Except as specifically provided in this
27 Amendment and without waiving any rights of the parties hereunder, the parties
28 specifically ratify, confirm, and adopt as binding and enforceable, all of the terms and
29 conditions of the Amended Agreement.

30
31 b. Effect of Amendment on Amended Agreement. The amendments
32 and modifications to the Amended Agreement contemplated by this Amendment are
33 limited precisely as written and shall not be deemed to be an amendment to any other
34 terms or conditions of the Amended Agreement. The Amended Agreement shall
35 continue in full force and effect as amended by this Amendment. From and after the
36 date hereof, all references to the Amended Agreement shall be deemed to mean the
37 Amended Agreement as amended by this Amendment. If and to the extent any
38 amendment or modification to the Amended Agreement set forth in this Amendment is
39 found to be unenforceable, the original provision of the Amended Agreement shall
40 automatically be reinstated but such reinstatement shall not affect the remaining
41 provisions of this Amendment. The amendments and modifications set forth in this
42 Amendment affect only IMA and Ski Land as owners of the land and entitlements
43 related to The Colony and Mines Ventures. The properties of other Developers or
44 interested parties which are not parties to this Amendment are not the subject of this
45 Amendment, and this Amendment shall not be construed to directly or indirectly impact
46 the properties of such other Developers or interested parties.

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

4
5 d. Recitals. The representations, terms and provisions of the Recitals
6 are hereby adopted as part of this Agreement.

7
8 e. Counterparts. This Amendment may be executed in one or more
9 counterparts, and by the different parties hereto in separate counterparts, each of which
10 when executed shall be deemed to be an original but all of which taken together shall
11 constitute one and the same agreement.

12
13 f. Reservation of Enforcement Rights to County. Notwithstanding any
14 other provision of this Amendment or the Amended Agreement, the sole right to enforce
15 the Amended Agreement, as amended, is reserved to County and is not granted to or
16 delegated by the County to any other person.

17
18 g. Administrative Amendment. This Amendment constitutes both a
19 Substantial Amendment as specified in Section 5.13(a) of the Amended Agreement and
20 an Administrative Amendment as specified in Section 5.13(b) of the Amended
21 Agreement.

22
23 IN WITNESS WHEREOF, the Parties have executed this Amendment on the
24 date first set forth above.

25
26 SUMMIT COUNTY COUNCIL, STATE OF
27 UTAH

28
29 By: Claudia McMullin
30
31 Claudia McMullin, Chair

32
33 Attest and Countersign:

34
35 [Signature]
36
37 County Clerk



[Signatures continued on next page.]

IRON MOUNTAIN ASSOCIATES, LLC.

By: WPA, LTD., its Manager

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

By: [Signature]
Walter J. Brett, President

Approved and executed as an interested party:

SKI LAND, LLC.

By: WPA, LTD., its Manager

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

By: [Signature]
Walter J. Brett, President

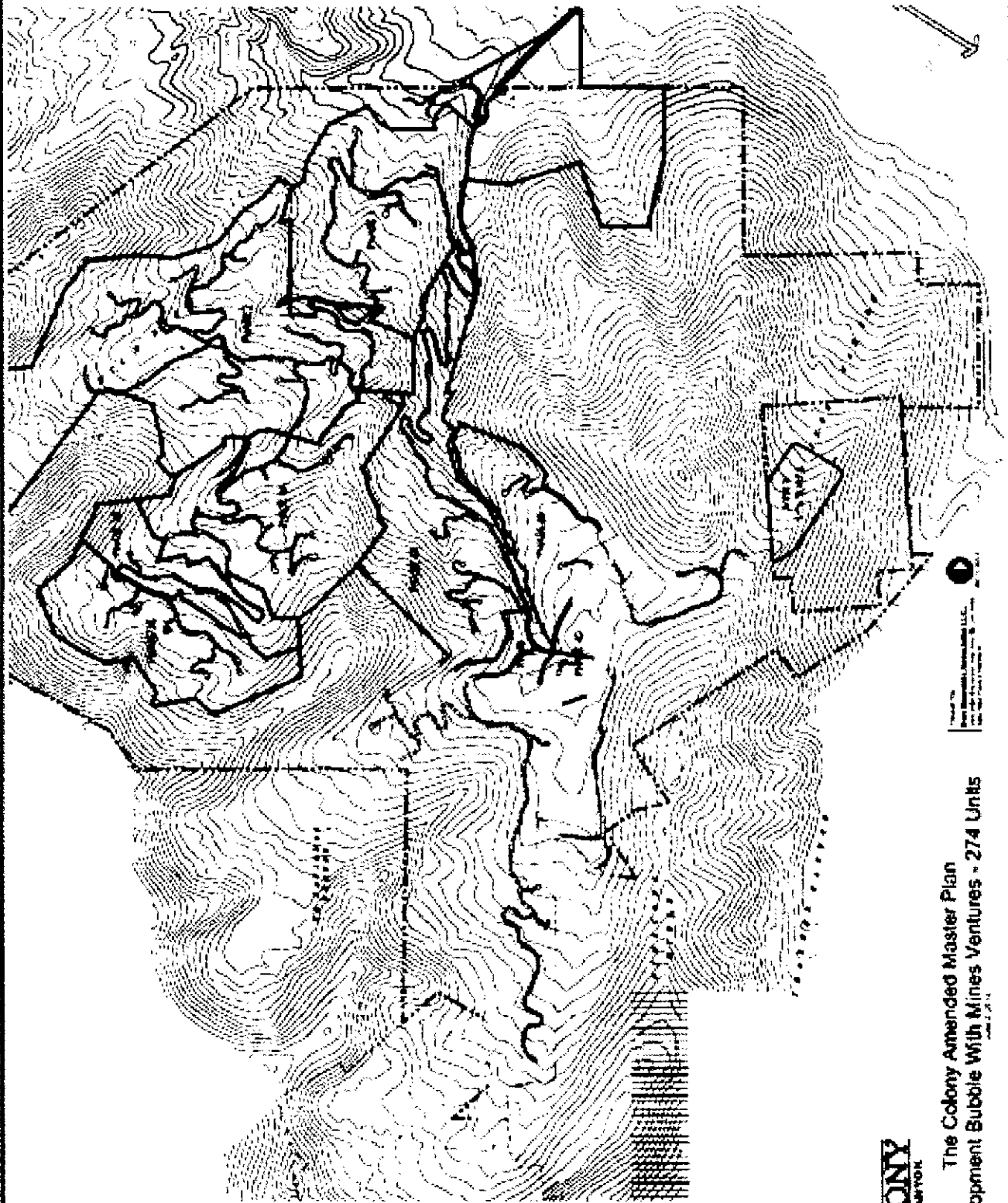
State of Utah)
County of Summit) §

On this 29 day of June, in the year 2011, before me Reva Hazelrigg, a notary public, personally appeared Walter J. Brett, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President of White Pine Associates, Inc., and that said document was signed by him in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said Walter J. Brett acknowledged to me that said Corporation executed the same. Witness my hand and official seal.

[Signature]
NOTARY PUBLIC



S
E
A
L



The Colony at White Pine Canyon, LLC

The Colony Amended Master Plan
 Development Subble With Mines Ventures - 274 Units

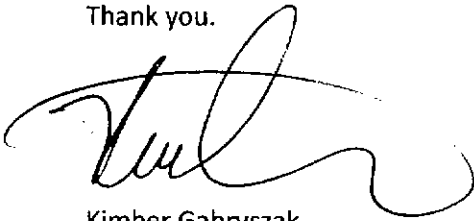


THE COLONY
 AT WHITE PINE CANYON

Please record the amended Colony DA against the following properties:

- CWPC- all (all lots in all Colony phases/plats)
- PP-1
- PP-8-A
- PP-11
- PP-12
- PP-15
- PP-25
- PP-25-1
- PP-25-B
- PP-32-A
- PP-S-87
- SS-106-A

Thank you.

A handwritten signature in black ink, appearing to read 'Kimber Gabryszak', with a large, sweeping flourish at the end.

Kimber Gabryszak

Entry: 00825919 B: 1890 P: 0017

Account: 0060461

Sec/Twn/Range: S 1 T 2S R 3E

Acres: 32.51

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

LOTS 9,10,11,12,13 & 14; W1/2 SE1/4; SW1/4 SEC 1 T2SR3E SLBM

(LESS 291.68 AC THE COLONY AT WHITE PINE CANYON PHASE I FINAL SUBDIVISION)

(LESS 1.93 AC 1280-151 PP-1-A)

(LESS 0.41 AC 1280-154 PP-1-B)

(LESS 33.29 AC THE COLONY AT WHITE PINE CANYON PHASE II FINAL SUBDIVISION)

(LESS 60 AC M/L 1347-728 PP-1-C)

(LESS 0.20 AC 1348-522 PP-1-D)

(LESS 2.36 AC 1540-1032 PP-1-E)

(LESS 78.4 AC M/L 1545-1239 PP-8-A)

(LESS 1.03 AC 1545-1251 PP-1-F)

(LESS 5.6 AC 1575-497 PP-1-G)

(LESS 3.67 AC 1575-500 PP-1-H)

(LESS 0.01 AC COLONY AT WHITE PINE CANYON PHASE 4A)

(LESS 8.70 AC COLONY AT WHITE PINE CANYON PHASE 1C SUBDIVISION)

(LESS 0.05 AC M/L THE COLONY AT WHITE PINE CANYON PHASE 1 AMENDMENT TO LOT 7 &
ENTRY AREA SUBDIVISION)

BAL 32.51 AC M88-726-343-720 M11-424 M55-296 M192-614 M193-378 804-392 932-709 1184-769

(REF:1184-771) (NOTE: SEE QCD-1230-96 SCOTT JOHN OCKEY TO OK INVESTMENTS INC; ALSO
SEE QCD-1230-100 CATHERINE CONDAS TO CCA INVESTMENTS INC)

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00825931 B: 1890 P: 0050

Account: 0407001

Sec/Twn/Range: S 1 T 2S R 3E

Acres: 328.71

District: 10

Mail To: SKI LAND LLC

2455 WHITE PINE CANYON RD
PARK CITY, UT 84060

BEG AT THE SW COR OF LOT 2 THE COLONY AT WHITE PINE CANYON PHASE I AMENDED FINAL SUBDIVISION PLAT (ENTRY #534009 SUMMIT COUNTY RECORDERS OFFICE) WH IS S 89°44'45" W 1244.89 FT ALONG THE 1/4 SEC LINE & S 369.07 FT FROM THE E1/4 COR OF SEC 1 T2SR3E SLBM (BASIS OF BEARING BEING N 01°07'03" E 1306.79 FT BETWEEN SD E1/4 COR & THE W1/4 COR SEC 6 & ANGLE PT FOR SD SEC 1 T2SR4E SLBM) & RUN TH N 73°15'11" E, A DISTANCE OF 400.00 FT ALONG THE S'LY LINE OF SD LOT 2; TH S 41°47'27" E, A DISTANCE OF 875.31 FT; TH S 12°01'21" E, A DISTANCE OF 1076.53 FT; TH S 61°24'18" E, A DISTANCE OF 1055.64 FT; TH S 18°57'58" E, A DISTANCE OF 1497.70 FT; TH S 44°40'02" W, A DISTANCE OF 1185.00 FT; TH S 45°19'59" E, A DISTANCE OF 1125.58 FT; TH N 76°31'51" W, A DISTANCE OF 3568.91 FT; TH S 32°40'39" W, A DISTANCE OF 391.79 FT; TH S 24°32'27" E, A DISTANCE OF 676.51 FT; TH S 38°22'14" E, A DISTANCE OF 898.07 FT; TH S 32°03'37" E, A DISTANCE OF 477.23 FT; TH S 08°50'17" E, A DISTANCE OF 1133.59 FT; TH S 03°26'53" W, A DISTANCE OF 241.21 FT; TH S 30°55'21" W, A DISTANCE OF 606.89 FT; TH S 68°02'16" W, A DISTANCE OF 1204.29 FT; TH S 79°00'16" W, A DISTANCE OF 509.00 FT; TH S 72°49'29" W, A DISTANCE OF 302.11 FT; TH S 48°07'24" W, A DISTANCE OF 757.47 FT; TH S 72°33'45" W, A DISTANCE OF 661.76 FT; TH S 64°40'26" W, A DISTANCE OF 327.86 FT; TH S 56°17'47" W, A DISTANCE OF 29.97 FT; TH S 60°55'59" W, A DISTANCE OF 116.24 FT; TH S 43°00'38" W, A DISTANCE OF 231.68 FT; TH S 28°26'20" W, A DISTANCE OF 166.88 FT TO A PT ON THE E-W CENTER LINE OF SEC 13 T2SR3E SLBM SD PT ALSO BEING ON THE US FOREST SERVICE BOUNDARY; TH ALONG SD BOUNDARY & SD CENTER SEC LINE S 89°44'51" W, A DISTANCE OF 380.50 FT; TH LEAVING SD BOUNDARY & CENTER SEC LINE N 08°25'22" W, A DISTANCE OF 23.28 FT; TH N 02°43'30" E, A DISTANCE OF 100.75 FT; TH N 11°36'46" E, A DISTANCE OF 261.74 FT; TH N 25°41'55" E, A DISTANCE OF 143.59 FT; TH N 33°53'34" E, A DISTANCE OF 352.16 FT; TH N 45°47'32" E, A DISTANCE OF 120.28 FT; TH N 51°58'01" E, A DISTANCE OF 334.46 FT; TH N 47°28'30" E, A DISTANCE OF 38.99 FT; TH N 55°53'52" E, A DISTANCE OF 799.67 FT; TH N 03°40'21" E, A DISTANCE OF 299.34 FT; TH N 59°21'55" E, A DISTANCE OF 169.73 FT; TH N 16°58'37" E, A DISTANCE OF 2026.07 FT; TH N 85°13'52" E, A DISTANCE OF 256.82 FT; TH N 28°38'34" E, A DISTANCE OF 314.37 FT; TH N 55°56'01" E, A DISTANCE OF 259.24 FT; TH N 31°47'20" E, A DISTANCE OF 163.87 FT; TH N 32°27'25" W, A DISTANCE OF 125.44 FT; TH N 31°08'05" W, A DISTANCE OF 105.45 FT; TH N 17°37'48" W, A DISTANCE OF 64.29 FT; TH N 10°56'53" W, A DISTANCE OF 51.88 FT; TH N 01°57'30" W, A DISTANCE OF 68.77 FT; TH N 14°52'21" E, A DISTANCE OF 43.25 FT; TH N 16°36'28" E, A DISTANCE OF 47.44 FT; TH N 03°26'21" W, A DISTANCE OF 89.69 FT; TH N 03°04'10" E, A DISTANCE OF 77.87 FT; TH N 02°53'38" W, A DISTANCE OF 90.48 FT; TH N 18°29'34" W, A DISTANCE OF 20.96 FT; TH N 55°17'20" E, A DISTANCE OF 148.11 FT; TH N 27°20'54" W, A DISTANCE OF 315.22 FT; TH N 52°33'24" W, A DISTANCE OF 257.68 FT; TH S 47°10'18" W, A DISTANCE OF 810.94 FT; TH S 56°50'23" W, A DISTANCE OF 49.32 FT TO THE COLONY AT WHITE PINE CANYON PHASE 3A FINAL SUBDIVISION PLAT (ENTRY #579433 SUMMIT COUNTY RECORDERS OFFICE); TH ALONG THE E'LY LINE OF SD PLAT N 32°15'53" W, A DISTANCE OF 60.00 FT; TH CONTINUING ALONG SD LINE N 57°44'07" E, A DISTANCE OF 46.00 FT; TH CONTINUING ALONG SD LINE N 32°46'18" E, A DISTANCE OF 1410.42 FT; TH CONTINUING ALONG SD LINE N 48°46'10" E, A DISTANCE OF 140.36 FT; TH LEAVING SD E'LY LINE S 66°46'48" E, A DISTANCE OF 654.42 FT; TH N 17°16'51" E, A DISTANCE OF 1973.61 FT; TH N 01°55'35" W, A DISTANCE OF 1548.91 FT; TH N 29°56'52" W, A DISTANCE OF 525.35 FT TO THE C/L OF WHITE PINE CANYON RD AS SHOWN ON SD THE COLONY AT WHITE PINE CANYON PHASE I AMENDED FINAL SUBDIVISION PLAT & THE PT OF CUR OF A NON-TANGENT CUR TO THE RIGHT OF WH THE RAD PT LIES S 76°04'38" E, A RAD DISTANCE OF 1500.00 FT; TH N'LY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 03°12'53" A DISTANCE OF 84.16 FT; TH S 29°56'52" E, A DISTANCE OF 334.36 FT; TH N 70°41'09" E, A DISTANCE OF 611.92 FT TO THE PT OF BEG CONT 498.0 AC; LESS & EXCEPTING THE FOLLOWING: BEG AT A PT WH IS S 89°44'45" W 2373.27 FT ALONG THE 1/4 SEC LINE & S 5114.01 FT FROM THE E1/4 COR OF SEC 1 T2SR3E SLBM (BASIS OF BEARING BEING N 01°07'03" E 1306.79 FT BETWEEN SD E1/4 COR & THE W1/4 COR SEC 6 T2SR4E SLBM AN ANGLE PT FOR SD SEC 1); TH S 24°32'27" E, A DISTANCE OF 595.21 FT; TH S 38°22'14" E, A DISTANCE OF 905.35 FT; TH S 32°03'37" E, A DISTANCE OF 477.23 FT; TH S

08°50'17" E, A DISTANCE OF 1114.81 FT; TH S 03°26'53" W, A DISTANCE OF 220.08 FT; TH S 30°55'21" W, A DISTANCE OF 572.08 FT; TH S 68°02'16" W, A DISTANCE OF 1178.38 FT; TH S 79°00'16" W, A DISTANCE OF 506.47 FT; TH S 72°49'29" W, A DISTANCE OF 318.48 FT; TH S 48°07'24" W, A DISTANCE OF 418.77 FT; TH N 30°38'00" E, A DISTANCE OF 1594.29 FT; TH N 72°27'18" E, A DISTANCE OF 505.40 FT; TH N 06°16'55" E, A DISTANCE OF 1034.66 FT; TH N 01°48'30" E, A DISTANCE OF 388.42 FT; TH N 14°19'10" W, A DISTANCE OF 356.64 FT; TH N 35°47'01" W, A DISTANCE OF 153.37 FT; TH N 05°16'07" W, A DISTANCE OF 433.12 FT; TH N 09°34'29" E, A DISTANCE OF 528.04 FT TO THE PT OF BEG CONT 85.72 AC; ALSO LESS & EXCEPTING THE FOLLOWING: BEG AT A PT WH IS S 89°44'45" W 2526.95 FT ALONG THE 1/4 SEC LINE & S 5956.72 FT FROM THE E1/4 COR OF SEC 1 T2SR3E SLBM (BASIS OF BEARING BEING N 01°07'03" E 1306.79 FT BETWEEN SD E1/4 COR OF THE W1/4 COR SEC 6 T2SR4E SLBM AN ANGLE PT FOR SD SEC 1); & RUN TH S 20°53'48" E, A DISTANCE OF 628.31 FT; TH S 01°56'36" W, A DISTANCE OF 375.71 FT; TH N 71°48'50" W, A DISTANCE OF 565.04 FT; TH N 36°39'38" W, A DISTANCE OF 350.67 FT; TH N 24°59'43" E, A DISTANCE OF 139.54 FT; TH N 53°04'22" E, A DISTANCE OF 230.68 FT; TH N 50°33'36" E, A DISTANCE OF 377.39 FT TO THE PT OF BEG CONT 9.88 AC; ALSO LESS & EXCEPTING THE FOLLOWING: BEG AT A PT WH IS S 89°44'45" W 2752.86 FT ALONG THE 1/4 SEC LINE & S 5230.90 FT FROM THE E1/4 COR OF SEC 1 T2SR3E SLBM (BASIS OF BEARING BEING N 01°07'03" E 1306.79 FT BETWEEN SD E1/4 COR & THE W1/4 COR SEC 6 T2SR4E SLBM AN ANGLE PT FOR SD SEC 1); & RUN TH S 42°07'07" E, A DISTANCE OF 337.61 FT; TH S 00°37'19" W, A DISTANCE OF 312.10 FT; TH S 66°00'43" W, A DISTANCE OF 125.83 FT; TH S 31°47'20" W, A DISTANCE OF 159.69 FT; TH N 13°26'33" W, A DISTANCE OF 0.43 FT; TH N 42°56'20" W, A DISTANCE OF 36.53 FT; TH N 32°27'59" W, A DISTANCE OF 65.75 FT; TH N 31°08'05" W, A DISTANCE OF 100.71 FT; TH N 17°37'48" W, A DISTANCE OF 57.22 FT; TH N 10°56'53" W, A DISTANCE OF 49.55 FT; TH N 01°27'39" W, A DISTANCE OF 56.61 FT; TH N 15°53'40" E, A DISTANCE OF 89.35 FT; TH N 00°24'29" W, A DISTANCE OF 175.19 FT; TH N 02°53'38" W, A DISTANCE OF 91.91 FT; TH N 55°17'20" E, A DISTANCE OF 119.22 FT TO THE PT OF BEG CONT 4.05 AC (EXCEPTING 0.05 AC LYING IN THE COLONY AT WHITE PINE CANYON PHASE I AMENDED FINAL SUBDIVISION)

(LESS 3.67 AC 1744-1916 PP-8-A-1)

(LESS 0.88 AC 1753-939 PP-8-A-2)

(LESS 59.62 AC M/L 1772-1665 COLONY AT WHITE PINE CANYON PHASE 4A)

(LESS 0.70 AC 1776-1790 PP-10-A)

(LESS 4.72 AC 1890-1368 THE COLONY AT WHITE PINE CANYON PHASE 4B FINAL SUBDIVISION) BAL 328.71 AC M/L (NOTE: 0.03 AC LOCATED IN THE COLONY AT WHITE PINE CANYON PHASE 3A FINAL SUBDIVISION) 1545-1239

Owner(s): SKI LAND LLC

Entry: 00494656 B: 1101 P: 689

Account: 0060487

Sec/Twn/Range: S 13 T 2S R 3E

Acres: 22.85

District: 10

Mail To: KELLEY KEITH R

2455 WHITE PINE CANYON RD
PARK CITY, UT 84060

W1/2 NW1/4 SEC 13 T2SR3E SLBM TOGETHER WITH R/W CONT 80.0 AC
(LESS 11.00 AC M/L THE COLONY AT WHITE PINE CANYON PHASE 3B FINAL SUBDIVISION)
(LESS 11.39 AC M/L THE COLONY AT WHITE PINE CANYON PHASE 3C FINAL SUBDIVISION)
(LESS 14.32 AC M/L PP-11-A-1 1525-1839)(LESS 20.44 AC M/L 1545-1239 PP-8-A)
BAL 22.85 AC M/L PWD-143 M24-319M192-614 844-457 1092-637 1101-689-693
1347-674

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00894023

B: 2024 P: 0657

Account: 0060495

Sec/Twn/Range: S 13 T 2S R 3E

Acres: 298.68

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

Situs Address:

LOTS 1,2,3 & 4; W1/2 E1/2; SE1/4 NW1/4 SEC 13 T2SR3E SLBM CONT 371.65 AC
(LESS 16.22 AC M/L 1545-1239 PP-8-A)
(LESS 20.14 AC M/L COLONY AT WHITE PINE CANYON PHASE 4A)
(LESS 24.21 AC M/L COLONY AT WHITE PINE CANYON PHASE 4B SUBDIVISION) BAL 311.08 AC
M/L (M192-614) M11-424 M55-296 G-470 M88-343-720-726 804-392 932-7091184-769 (REF: 1184-771)
(NOTE: SEE QCD-1230-96 SCOTT JOHN OCKEY TO OK INVESTMENTS INC ALSO SEE QCD-1230-
100 CATHERINE CONDAS TO CCA INVESTMENTS INC)
(LESS 12.40 AC M/L THE COLONY AT WHITE PINE CANYON PHASE 4D SUBDIVISION) BAL 298.68
AC M/L

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00403984 B: 804 P: 392

Account: 0060529

Sec/Twn/Range: S 24 T 2S R 3E

Acres: 316.28

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

E 1/2 (INCLUDING LOTS 1-10-11-12-13-14)SEC 24 T2SR3E SLBM CONT 316.28 AC M/L
M11-424 GQC-479 M55-296 M88-343-720-726804-392 932-709 1184-769 (REF: 1184-771) (NOTE: SEE
QCD 1230-96 SCOTT JOHN OCKEY TO OK INVESTMENTS INC ALSO SEE QCD
1230-100 CATHERINE CONDAS TO CCAINVESTMENTS INC)

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00894023

B: 2024 P: 0657

Account: 0060834

Sec/Twn/Range: S 7 T 2S R 4E

Acres: 152.14

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

Situs Address:

NW1/4 NE1/4; LOTS 15-16-21-24-25-28-29-30 & 31 SEC 7 T2SR4E SLBM CONT 166.84 AC (LESS
14.7 AC 2024-1933 PP-25-2-X)

BAL 152.14 AC M/L

M88-721 804-392 932-709 1184-769(REF: 1184-771)

(NOTE SEE QCD 1230-96 SCOTT JOHN OCKEY TO OK INVESTMENTS INC ALSO SEE
QCD 1230-100 CATHERINE CONDAS TO CCA INVESTMENTS INC) (PATENT 1344-241)

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00403984

B: 804 P: 392

Account: 0060917

Sec/Twn/Range: S 7 T 2S R 4E

Acres: 39.72

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

NE1/4 NE1/4 SEC 7 T2SR4E SLBM CONT 40.00 AC M/L EXCEPTING THEREFROM THAT PORTION OF THE FOLLOWING DESC PP-25-1-X BEG ATA PT W 5272.02 FT & S 506.93 FT FROM THE NE COR OF SEC 8 T2SR4E SLBM SD PT BEING THE NE COR OF A 110.00 FT X 110.00 FT WATER TANK SITE; TH S 110.00 FT; TH W 110.00 FT; TH N 110.0 FT; TH E 110.00 FT TO PT OF BEG CONT 12,100 SQ FT; A PARCEL OF LAND BEING 35.00 FT WIDE 17.50 FT RIGHT & 17.50 FT LEFT OF THE FOLLOWING DESC LINE: BEG AT A PT ON THE N LINE OF THE ABOVE DESC WATER TANK SITE DESC W 55.00 FT FROM THE NE COR OF SD DESC; TH N 41°09'25" E 122.35 FT; TH N 2°29'57" E 116.39 FT; TH N 43°23'52" E 193.71 FT; TH N 33°16'48" E 120.30 FT M/L TO A PT ON THE N LINE OF SD SEC 8 & THE S LINE OF LOT 34 OF IRON CANYON SUB (TO BE RECORDED) SD PT BEING S 89°21'00" W 5042.65 FT FROM THE NE COR OF SD SEC 8 CONT 19.346SQ FT M/L BASIS OF BEARING FOR THE WATER TANK SITE & THE ACCESS RD IS THE N LINE OF SEC 9 T2SR4E SLBM WH HAS A BEARING OF N 89°49'28" E M88-721 M11-424 M55-296646-28 804-392 932-708-709 1184-769 (REF:1184-771)(NOTE: SEE QCD 1230-96 SCOTT JOHN OCKEY TO OK INVESTMENTS INC ALSO SEE QCD1230-100 CATHERINE CONDAS TO CCA INVESTMENTS INC) (PATENT 1344-241)

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00825931 B: 1890 P: 0050

Account: 0354823

Sec/Twn/Range: S 7 T 2S R 4E

Acres: 164.34

District: 12

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

Situs Address:

LOTS 17-20,22,23,26 & 27 SEC 7 T2SR4E SLBM CONT 240.73 AC M/L

(LESS 69.32 AC M/L 1545-1239 PP-8-A)

(LESS 7.07 AC M/L COLONY AT WHITE PINE CANYON PHASE 4B SUBDIVISION) BAL 164.34 AC M/L
1290-90

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00894023

B: 2024 P: 0657

Account: 0354815

Sec/Twn/Range: S 18 T 2S R 4E

Acres: 245.22

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

Situs Address:

LOTS 1-4, 9, 17, 18 & 20-22 SEC 18 T2SR4E SLBM CONT 260.03 AC M/L
(LESS 2.73 AC M/L COLONY AT WHITE PINE CANYON PHASE 4B SUBDIVISION)
(LESS 12.08 AC M/L THE COLONY AT WHITE PINE CANYON PHASE 4D SUBDIVISION) BAL 245.22
AC M/L 1290-90

Owner(s): IRON MOUNTAIN ASSOCIATES LLC

Entry: 00721596

B: 1670 P: 272

Account: 0418909

Sec/Twn/Range: S 8 T 2S R 4E

Acres: 181.73

District: 10

Mail To: IRON MOUNTAIN ASSOCIATES LLC

2455 WHITE PINE CANYON DR
PARK CITY, UT 84060

THE FOLLOWING PATENTED LODGE MINING CLAIMS MS 6967 DESC AS FOLLOWS: DEER TRAIL;
DEER TRAIL #2; PHEASANT MINE; PHEASANT #2; PHEASANT #3; MOUNTAIN CHIEF;
MOUNTAIN CHIEF #2; LAWRENCE #1 & LAWRENCE #2; EACH MINING CLAIM CONT 20.66 AC
(EXCEPTING 4.21 AC LYING IN SEC 8 T2SR4E SLBM) BAL 181.73 AC
(STATE ASSESSED PRIOR TO 2005 S-87)(LOCATED IN SEC 7 & 18 T2SR4E SLBM)
(PATENT 1115-349) CQCD-71-99-445FQCD-409-410-492 GQCD-33-187-190
1152-385 1503-1046 1670-272

Owner(s): IRON MOUNTAIN ASSOCIATES LLC