

PLANNING COMMISSION MEETING STAFF REPORT

DATE OF MEETING: March 12, 2024

NAME OF PROJECT: The Homestead Resort

NAME OF APPLICANT: The Homestead Group, LLC

AUTHORIZED REPRESENTATIVE: Berg Engineering

AGENDA ITEM: Master Plan 3rd Amendment

LOCATION OF ITEM: 700 North Homestead Drive

ZONING DESIGNATION: Resort Zone (RZ)

ITEM: 2

Berg Engineering, agent for The Homestead Group LLC, is proposing to amend the 2021 Homestead Master Plan approved with Resolution 2021-02. The proposed amendment includes 68 new condo units, additional golf amenities, additional parking, an expanded wedding and conference facility, a new golf cart building with second floor indoor pickleball courts, a new layout for the golf clubhouse, a new layout for the activity center, removal of the conference center building, removal of the horse stable building, and other miscellaneous trail, sidewalk, landscape, building location and site plan adjustments. The master plan is on 72.01 acres and is located at 700 North Homestead Drive. The property is zoned Resort Zone (RZ).

BACKGROUND:

The Homestead Group, LLC is proposing a Master Plan amendment of The Homestead Resort's master plan which was approved by the City Council on August 27, 2008. The 2008 Master Plan was then approved for an amendment on September 1, 2020. A second

amendment was later approved on March 5, 2021. The current application would further amend the master plan in several ways and, if approved, the proposed agreement would replace the existing agreement. The applicant is proposing to create 68 condominium units that they would be able to sell. The current master plan does not include any new condominiums, though The Homestead resort does currently have four condominium units that are in one building which was recorded in 2007. All the new condominium units would have full kitchen and laundry facilities and would be complete dwellings. They would replace 49 approved hotel units. This proposed change would affect the required water rights for the development. The applicant is also seeking to expand parking stalls from the required 424 stalls to a proposed requirement of 465 stalls. They also plan to have the option to build 609 stalls if there is demand for the stalls. They are proposing some additional golf amenities which includes a golf warm-up cage that would be included in open space owned by the Links HOA that is part of the golf course. The proposal also reduces overall open space acreage by 4.04 acres. They propose to combine the wedding barn and conference center into one facility. They also propose to build a new golf cart building with second floor indoor pickleball courts. They are petitioning to remove the existing tennis courts and replace them with pickleball courts. The proposed golf clubhouse and activity center would be redesigned. They propose to remove the horse stable building. There would also be some miscellaneous trail, sidewalk, landscape, building location, and site plan adjustments. All these items will be discussed further in this report.

Staff has met with the applicant since the master plan amendment application was submitted and the applicant has requested the following items to be considered:

- Allowing the Wedding Barn/Conference facility to be constructed before preliminary and final approval of the plat.
- Allowing some of the parking lots to be constructed before preliminary and final approval of the plat.
- Allowing relocated entryway to be constructed before preliminary and final approval of the plat. This will allow The Homestead to build its portion of the public trail along Homestead Drive.
- In addition to the five residences that accessed from Fairway Drive through The Links, the applicant is petitioning for consideration of six additional residences that would be located directly north of the five on the current master plan. This would be contingent on The Links granting an access easement through their development for the six additional residences. The residences would need to comply with all codes and the final location and details would be finalized through preliminary and final approval of the plat.

Amending the approved master plan is a discretionary decision. The City Council is under no obligation to amend the approved and recorded agreement and should only do so if they feel it is in the best interest of the community. Because of the nature of mutually agreeing to amend the agreement by both parties, the City and the developer can negotiate terms of the agreement. The City Council may ask for changes to the master plan agreement during this process. If both parties agree to the proposed amendments that

either side is petitioning, then the master plan may be amended, and the new agreement may be recorded. If either party does not agree to the proposed terms, then the existing master plan continues to govern the development.

The current master plan took years of work for it to be reviewed and revised before it was adopted. The City Council, Planning Commission, Visual Architectural Committee, Water Board, and staff all held multiple meetings for many hours over a three-year period for the plan to be developed into the polished plan that it is. The Homestead master plan is a very good plan for several reasons. It is a well-balanced plan with open space, amenities, restaurants, and other resort uses such as the wedding barn and conference center. Possibly, the component of the plan that is most valuable is that owners of The Homestead will own all the units and those units will not have kitchens. What this means is that no one will live in the units, and they will all be rented on a nightly basis which will maximize tax revenue for the City. Also, because of the lack of kitchens, resort guests will eat out during their stay and will frequent eateries at The Homestead and other restaurants in Midway. The residual revenue for other businesses is of great value to the community. If units are turned from hotel rooms with no kitchens to ownership condominiums with kitchens and laundries, then some of the most positive aspects of the current master plan will be lost. It's possible that some condominium owners will live in their units and the beneficial features described above will not occur. There is not a legal mechanism that the City has to assure that the units must be rented. It's unlikely the resort will be able to force the units to be rented either. The same situation is currently across the street at the Zermatt resort and some of the ownership units are lived in fulltime even though the intent was for them to be rented.

The City Council should consider requesting some items that will help better enhance the community to match the vision of Midway described in the General Plan. These items include the following and will be discussed in greater detail later in this report:

- The Homestead trail is built before the end of summer this year.
- 19.49 acres of resort property located north of the resort core that is part of the golf course is preserved as permanent open space.
- All lighting (including existing) must comply with the current ordinance and cannot shine off the property.
- An east-west public trail connection from Pine Canyon Road to Homestead Drive is explored.
- Landscaping bordering The Links on the south and The Kantons on the north is finished in the first season of development to buffer those two communities during the years of construction ahead.

The Homestead is a very important heritage landmark in Midway and many tourists associate the names "Midway" and "Homestead" as one. It is important that the essence of The Homestead is preserved in this proposal as it was in the 2020 master plan and 2021 master plan amendment that serve as the current documents that govern development. The developer has included architecture and activities that have been historically associated with The Homestead in the proposal. The Homestead is also an

important economic driver in Midway for both economic activity that has a residual impact on other businesses but also an important tax revenue source for the City which, in turn, helps keep property taxes lower which is a benefit to all residents of Midway. Some of the items that should be considered are:

- Enhancement of the Homestead property and surrounding neighborhoods
- Impacts of the proposed amended plan on surrounding neighborhoods.
- Economic development
 - Public trail development
 - o Open space preservation
 - Transient room tax
 - Property tax
 - Sales tax
 - Resort tax
 - Residual economic impact on local businesses

The property is 72.01 acres and the proposal will develop the property in one phase since a phasing plan has not been submitted to the City. It is anticipated that one plat will be recorded that will identify required open space, any required public easements, and will include condominium plats that will allow the condominium units to be sold. This is different from the current agreement that keeps the entire property under one ownership. All roads in the development will be private roads. There will also be a mix of public and private trails throughout the development.

Sensitive land area located on the property will be left undisturbed as required by the land use ordinance. These sensitive lands include the Crater, which is defined as a major geologic feature, and wetlands.

The proposed master plan application must demonstrate that sufficient property, water rights, roads, sensitive lands protection, and open space to comply with code requirements. All water rights required will be held in escrow when the master plan agreement is recorded. Water rights will be dedicated to the City before the plat is recorded.

LAND USE SUMMARY:

- 72.01 acres
- Resort Zone (RZ)

- One phase
- 126 existing hotel rooms
- 68 proposed new condominium units (includes kitchens and laundries)
- 5 single-family dwellings
- Private roads and storm drain system will be maintained by the property owner
- New improvements will connect to the Midway Sanitation District sewer and to the City's culinary water line.
- An 8' paved public trail is planned to run north and south through the length of the property.
- Sensitive lands on the property include The Crater and wetlands

ANALYSIS:

Open Space – The code requires that resorts have at least 55% open space. The current plan includes 30.27 acres (59%, 19.74 acres outside of the core and 10.53 acres in the core). The proposed plan includes 26.23 acres (51.9%, 19.74 acres outside of the core and 6.49 acres in the core). The proposed plan reduces open space in the core by 4.04 acres which would reduce the percentage below the required 55% open space requirement.

Density – The RZ does not have a density limit. There are requirements that limit density which include required open space, parking, height restrictions, minimum size of rooms, and setbacks. The density of the current plan is 174 hotel rooms and five residences. The proposed plan would reduce the number of hotel rooms to 125 and add 68 condominiums and the number of detached residences would remain the same at five. Overall, density would increase. The types of units would also change from hotel units with no kitchen or laundry facilities to condominiums that would be full dwellings.

Water Rights – The proposed amendment would reduce the number of hotel rooms by 49 and increase the number of dwellings from five to 73. The water rights for this proposed change will increase if this change is approved. Once a determination is made regarding required water rights, the required water rights will need to be held in escrow before the recording of the master plan. Water rights will then be dedicated to the City with the recording of the plat.

Traffic Study – The developer submitted a traffic study for the approved plan but has not submitted an updated study for the proposed plan. Density will increase with the

proposal which will affect traffic counts. The City could require an updated traffic study if it is deemed helpful or necessary.

Public Participation Meeting – The developers will hold a public participation meeting on March 7, 2024. This requirement is to give the developers an opportunity to present the development to the surrounding residents of the proposed development.

Sensitive Lands – The property does contain some wetlands and geologic sensitive lands that cannot be disturbed through the development process. The wetlands are part of the open space for the development and will be preserved. If any wetlands are planned to be disturbed, approval must first be received from the Army Corp of Engineers and the Midway City Engineer. The Crater is defined as a major geologic feature in the sensitive lands ordinance and cannot be developed or disturbed. There is also FEMA floodplain that crosses the property.

Trails – The Trails Master Plan contains one trail that crosses the property which is the public trail that will parallel Homestead Drive. Per the current master plan agreement, this trail was to be built before October 31, 2021. The City has since built the trails to the north and south of The Homestead property which has left this as the only section of trail along Homestead Drive that has not yet been built. This trail should be built as soon as possible. This trail will help complete the Master Trail Plan that will benefit residents and tourists alike. The applicant did contribute \$50,000 to help the City build the trail along Homestead Drive.

Architecture Theme – The developer did receive approval that all structures in the proposal follow the traditional architectural design of The Homestead and not the Swiss and Old European theme the City has adopted. If an amendment to the master plan agreement is approved, then all the newly approved structures would also have this same requirement.

Setbacks – The proposed development is designed with the setbacks from the 2006 code. There is a required 100' setback along Homestead Drive. There are 30' setbacks on the north, south and east boundaries.

Height of structures – Structures cannot exceed 35' in height unless the building is a hotel or conference building and that building is located at least 500' east of the right-of-way of Homestead Drive. The height of any structure over 35' cannot exceed an elevation of 5680', two feet lower than the highest elevation of the Crater. The applicant will need to submit a contour and elevation information of the property with the preliminary and final plan submittals. All future elevation certificates will need to be based on that information. The developer received approval for one proposed building to be a maximum of 40' in height, measured from natural grade, to be within 500' of Homestead Drive. The proposed wedding barn is setback about 150' from the right-of-way line from Homestead Drive. The VAC reviewed this issue and direction was given that the 40' height would be acceptable based on the following; the distance from Homestead Drive, elevation drop from Homestead Drive to the location

of the wedding barn, and that the location of the wedding barn would not greatly impact views of The Crater from Homestead Drive.

Parking - The applicant is also seeking to expand parking stalls from the required 424 stalls to a proposed requirement of 465 stalls. The developer is proposing that, at a minimum, 510 stalls would be built on-site. They also plan to have the option to build 609 stalls if there is demand for the stalls. The current agreement gives the City the ability to require parking stalls to be constructed if it is agreed by the Planning Director and the City Engineer that there is a lack of parking. The proposed agreement would have the same provision.

ITEMS FOR THE CITY TO CONSIDER:

Additional Open Space - The applicant is petitioning for more dwellings that will impact Midway in several ways. Some of these impacts include increased traffic, more building mass, less openness within the core of The Homestead, etc. Also, the current proposal will not meet the current code requirements for open space because the petition for the removal of 4.04 acres of current open space to be allowed to be developed. Some of the property owned by the applicant has become permanent open space and may not be developed in the future. There is 19.49 acres located north of the core area that is not restricted from development and is part of the golf course. The City should consider requiring this area to be permanent open space as part of the amended master plan.

North South Trail Homestead Trail - Per the current master plan agreement, this trail was to be built before October 31, 2021. The City has since built the trails to the north and south of The Homestead property which has left this as the only section of trail along Homestead Drive that has not yet been built. This trail should be built as soon as possible. This trail will help complete the Master Trail Plan that will benefit residents and tourists alike.

Lighting Dark Sky Compliance – Many of the lights at The Homestead do not comply with Midway's dark sky compliance code. Some of the lights have been at The Homestead for decades and some of the noncompliant lights have been installed recently but were not required to comply with the current code since the building permit was submitted before the current code took effect. The City has received concerns from neighbors about some of the lights but has not had the ability to require the lights to comply with the current code. The City should consider requiring all lights to comply with the current code including lights currently on site.

East West Trail - Staff have worked with the developers regarding the east-west trail connection. After much discussion and legal analysis, it was discovered that the liability of running a public trail along a golf course, and in this case for long distances, poses liability issues that are very difficult to overcome. The applicant has indicated that the driving range for the golf course will be replaced with an indoor

golf simulator. This change may make it safer to cross the property and the east – west trail connection should be reconsidered.

Landscaping border on the north and south of The Homestead – If the proposed amendment is approved there will be years of construction ahead. The City has received concerns, comments, and complaints about the construction and the storage of construction related debris from neighbors. A solution may be to require a landscaping border next to The Links on the south and The Kantons on the north to help buffer and mitigate the construction on the resort property. Usually, landscaping is installed last in a development but in this case where this landscaping is on the periphery of the development, it would make sense to install it first. This landscaping could be installed in the first planting season of construction and will buffer those two communities during the years of construction ahead.

VISUAL AND ARCHITECTURAL COMMITTEE RECOMMENDATION:

The Visual and Architectural Committee (VAC) has reviewed several renderings of remodeled buildings and new construction and has recommended approval of some of the designs. Once building permits are submitted to the City, staff will assure that remodeling and construction of those structures matches approved plans.

WATER BOARD RECOMMENDATION:

The Water Board has not reviewed the proposed amendment to the master plan. Before the City Council reviews the proposal, this proposed amendment will need to be reviewed by the Water Board.

POSSIBLE FINDINGS:

- The proposal will benefit the City financially by creating a greater tax base.
- The proposal will help the City better comply with State requirements regarding the ability to collect resort tax.
- The public trail system that crosses the development will benefit the entire community by creating public trails along Homestead Drive.
- The proposed plan will increase density from the current approved number.
- The proposal will increase traffic to the surrounding community.
- The proposal will create condominiums that might be rented or might be lived in as full-time residences.

- The proposed amendment reduces the amount of open space to below current code standards.
- The proposed amendment will allow condominium units to be sold once the plat is recorded.
- The proposal is a contract renegotiation and neither party is obligated to approve the proposed changes.

ALTERNATIVE ACTIONS:

- 1. <u>Recommendation of Approval (conditional)</u>. This action may be taken if the Planning Commission finds the proposal is in the best interest of the City.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed
- 2. <u>Continuance</u>. This action may be taken if the City Council finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again
- 3. <u>Recommendation of Deniel</u>. This action may be taken if the Planning Commission finds that the request is not in the best interest of the City.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial

PROPOSED CONDITIONS:

- 1. The public trail that parallels Homestead Drive will be built by August 1, 2024.
- 2. No condominium units will be sold until the unit receives a certificate of occupancy.
- 3. Landscaping must be installed along the southern and northern boundaries of The Homestead the first summer season of construction to help mitigate nuisance issues related to construction activities.

- 4. Discuss the possibility of placing a conservation easement on 19.49 acres that potentially could be restricted from development and would become permanent open space in the master plan. The conservation easement will be held by an accredited land trust.
- 5. With respect to the 19.74 acres of previously designated open space per the current master plan agreement that is located outside of the resort core, a conservation easement should be placed on it to permanently restrict it from future development. The conservation easement will be held by an accredited land trust.
- 6. All existing lighting and planned lighting in the resort will comply with current Midway requirements. Existing nonconforming lighting must be brought into compliance within a year of the master plan being recorded.
- 7. The applicant and City will explore the possibility of a public trail that will cross the property from Pine Canyon Road to Homestead Drive.

Midway City Corporation

Mayor: Celeste T. Johnson
City Council Members
Lisa Christen • Jeffery Drury
J.C. Simonsen • Steve Dougherty
Kevin Payne



75 North 100 West P.O. Box 277 Midway, Utah 84049 Phone: 435-654-3223 Fax: 435-654-4120

midwaycityut.org

The Homestead Master Plan Update

February 5, 2024

Michael Henke Midway City Planning Director,

I have reviewed the new master plan for The Homestead for compliance with the 2021 International Fire Code (2021 IFC). At the time I don't have any 2021 IFC fire code concerns with the proposed plan, including Appendix D for fire apparatus access. I will do another review for fire code compliance at the preliminary and final approvals.

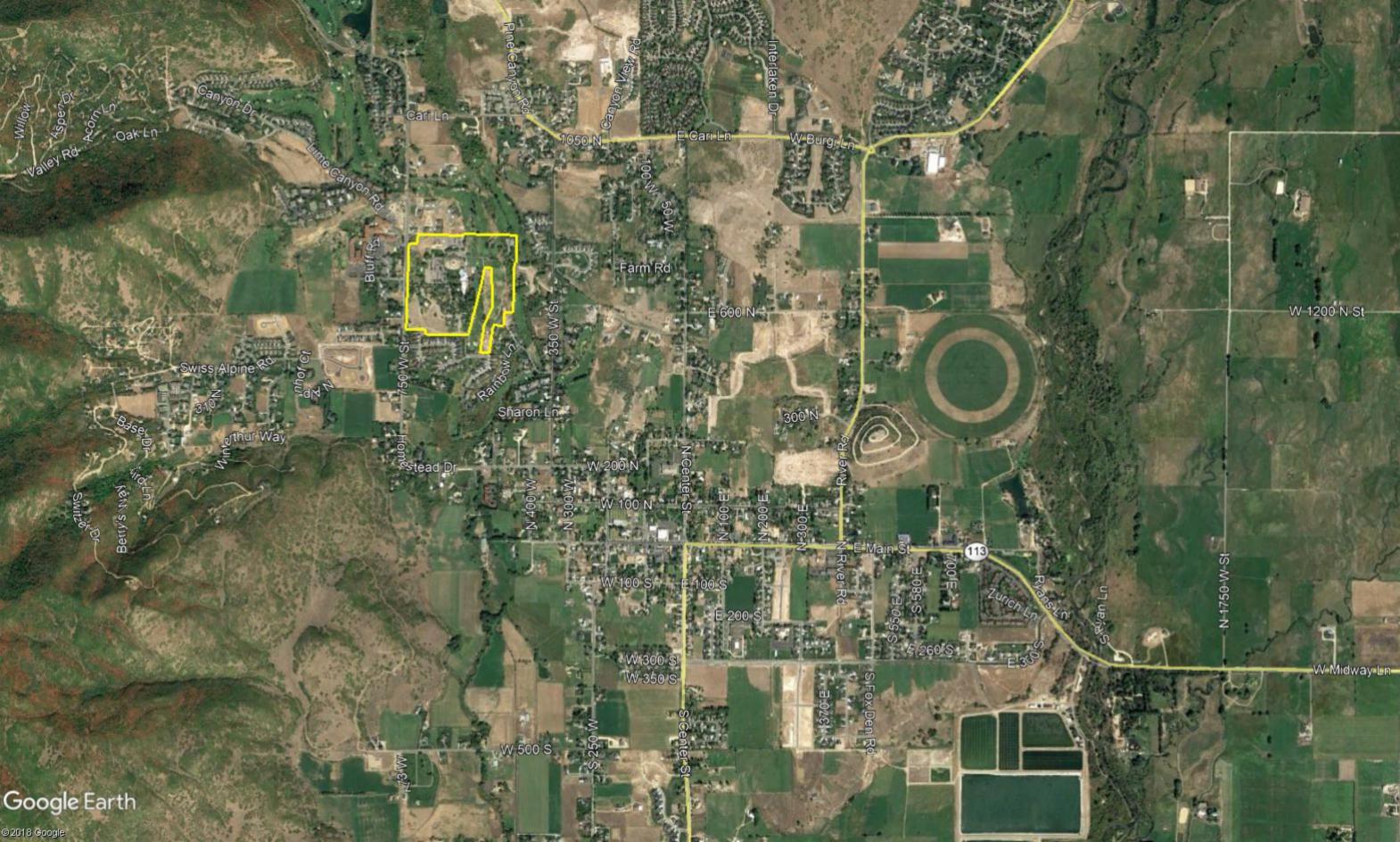
Tex R. Couch CBO/MCP

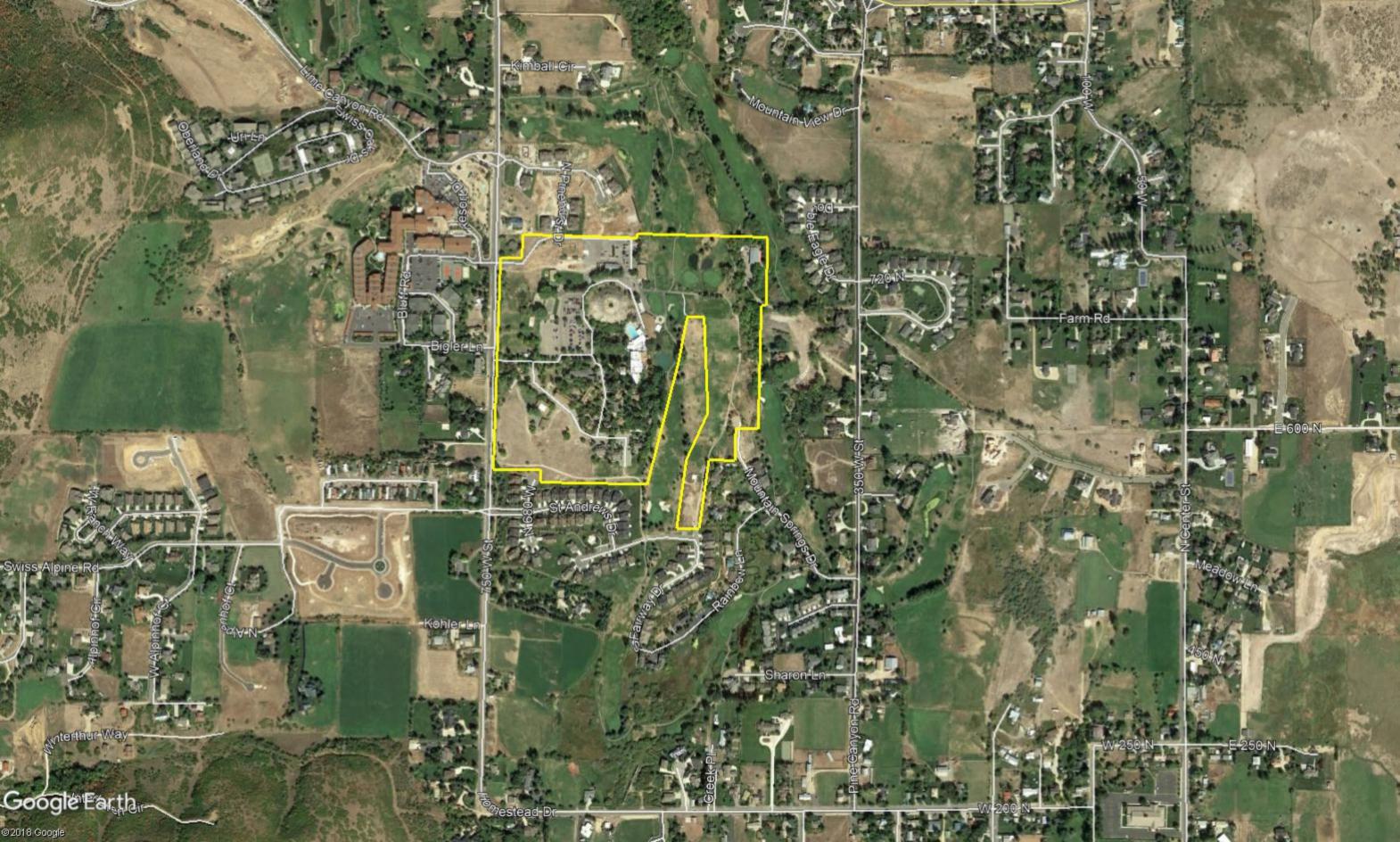
Midway City Building Official/Fire Marshal

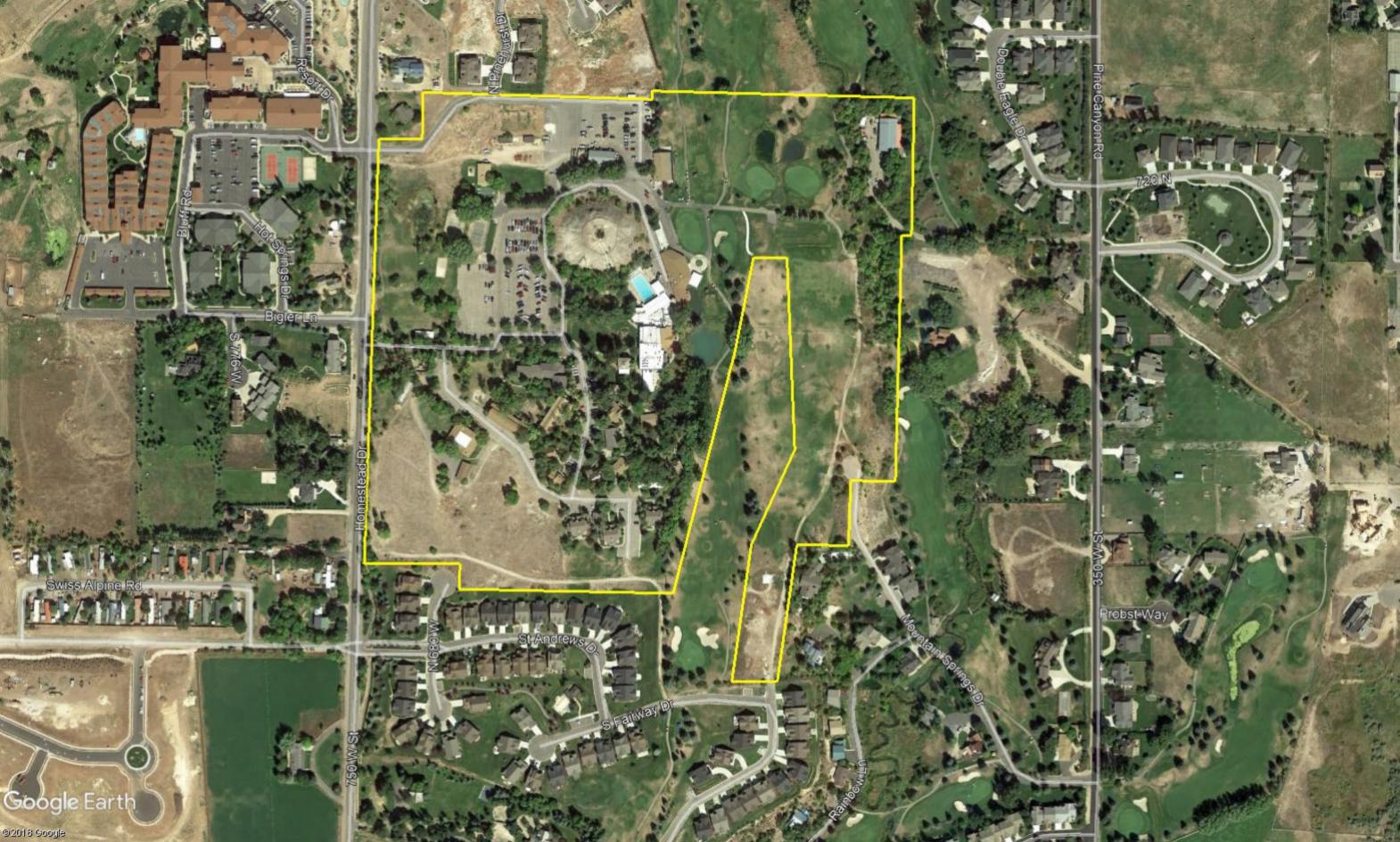
75 West 100 North Midway, Utah 84049

tcouch@midwaycityut.org

(435)654-3223 Ext. 107









March 1, 2024

Parcel: 00-0006-2518

PO BOX 277 MIDWAY, UT 84049-0000

Dear Neighbor,

The Homestead Resort is working with Midway City on a Master Plan Amendment, and we would like to invite you to join us at our property on Thursday, March 7, 2024 anytime from 4:30pm-6:00pm to view information on our project, see some of the great improvements that have been made to this point, and enjoy some refreshments. We will have various individuals available to talk with you and answer any questions you may have.

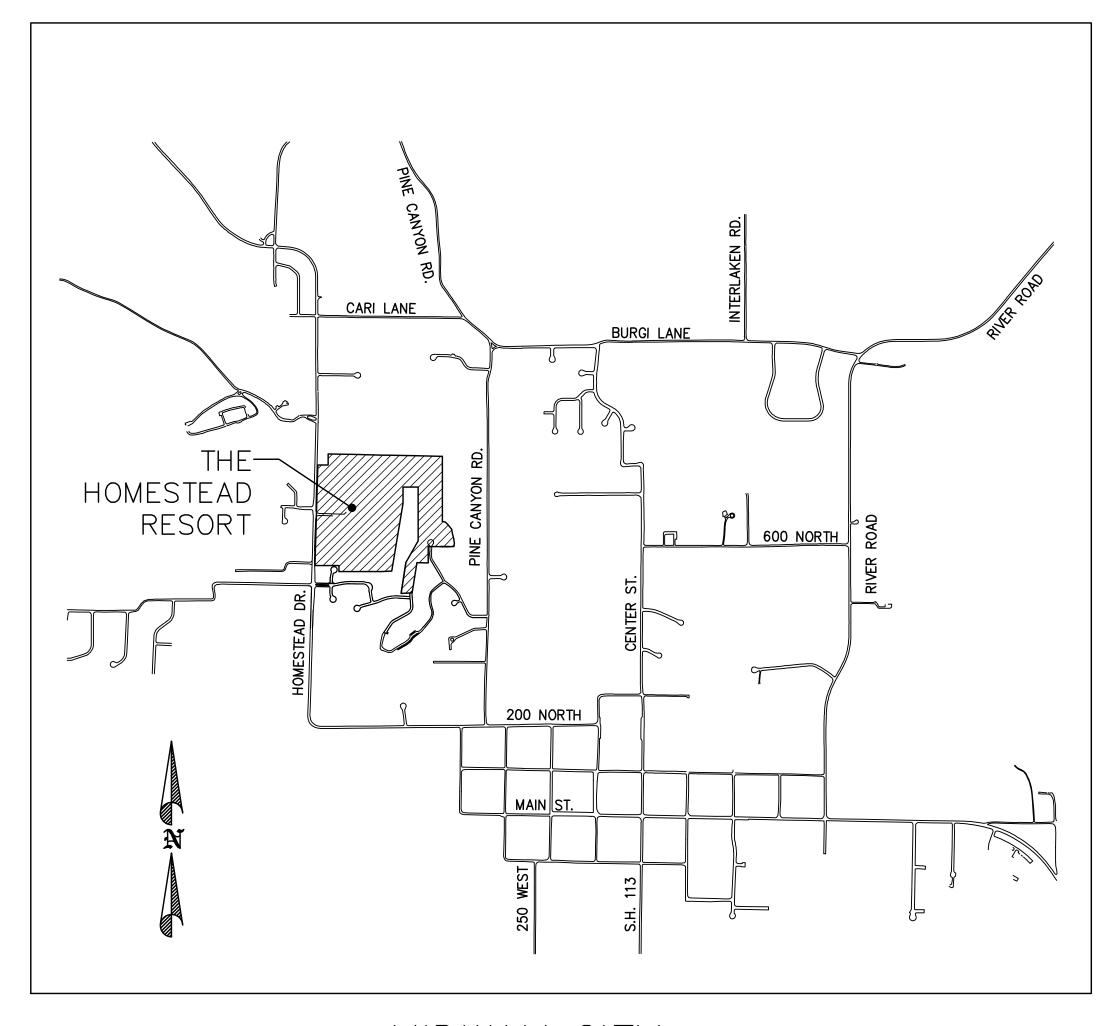
Our property is located at 700 N Homestead Drive, Midway, and the event will be held in our Garden Room, just off the main lobby. We look forward to seeing you soon!

Regards,

The Homestead

THE HOMESTEAD

2024 MASTER PLAN AMENDMENT



MIDWAY CITY VICINITY MAP

SHEET INDEX

- 01. EXHIBIT B1 2021 APPROVED MASTER PLAN
- 02. EXHIBIT B1 AMENDED 2024 AMENDED MASTER PLAN
- 03. EXHIBIT B2 AMENDED SITE PLAN WITH SENSITIVE LANDS
- 04. EXHIBIT B3 AMENDED RECREATIONAL RESORT ZONE BOUNDARY
- 05. EXHIBIT B4 AMENDED GOLF COURSE COTTAGES
- 06. EXHIBIT C AMENDED RESORT CORE OPEN SPACE & BUILDING AREA
- 07. EXHIBIT H AMENDED HOMESTEAD RESORT OPEN SPACE

THIS PLAN SET PROVIDES THE AMENDED MASTER PLAN EXHIBITS THAT HAVE BEEN CHANGED SINCE THE 2021 APPROVED MASTER PLAN. THESE AMENDED EXHIBITS PROVIDE DETAILS ABOUT THE PROPOSED 2024 MASTER PLAN AMENDMENT.

> SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

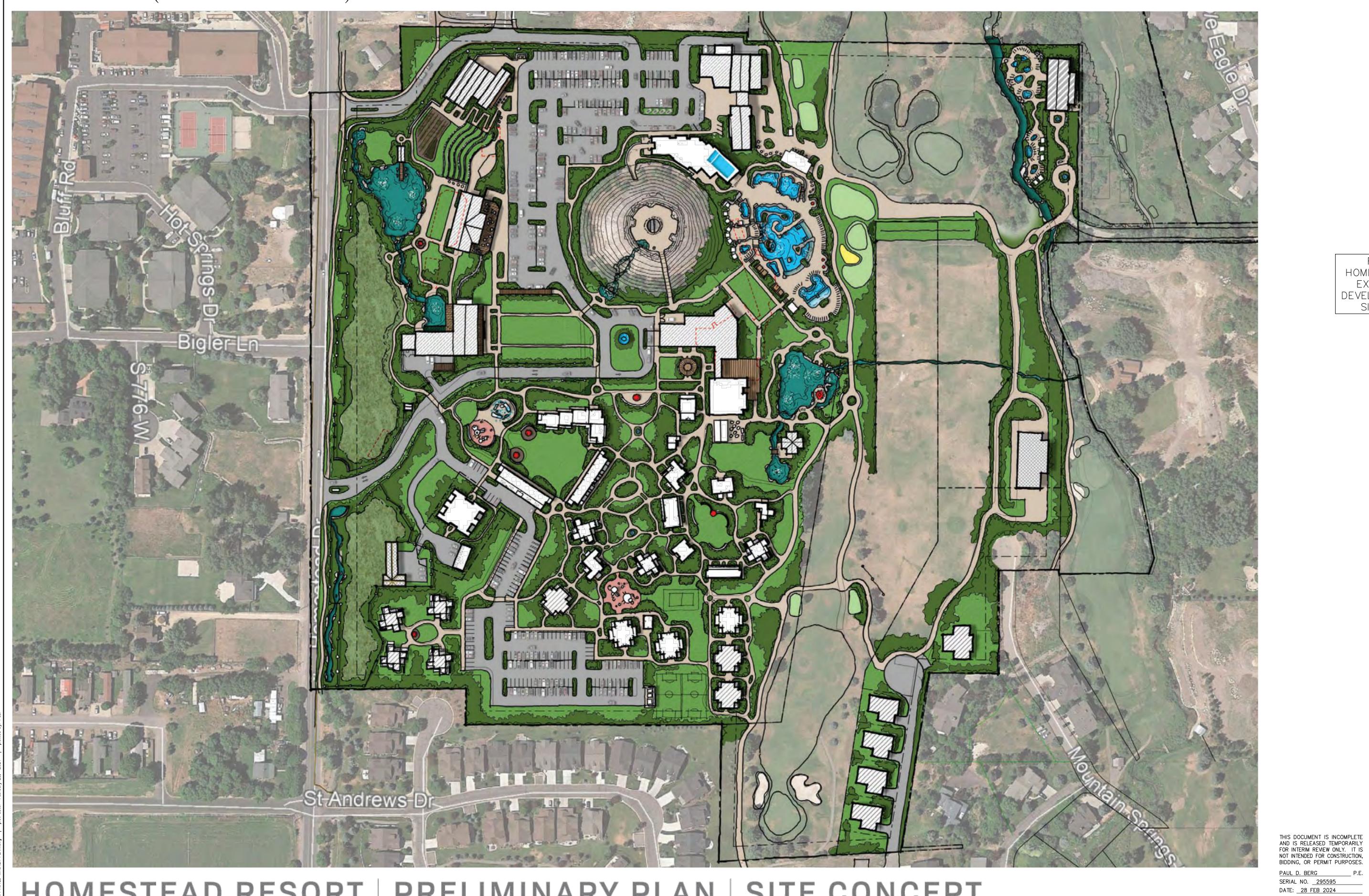
> > COVER



DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. PAUL D. BERG SERIAL NO. <u>295595</u> DATE: <u>28 FEB 2024</u>

EXHIBIT B-1 (2021 MASTER PLAN)



RESOLUTION 2021-02
HOMESTEAD RENOVATION AND
EXPANSION MASTER PLAN
DEVELOPMENT AGREEMENT WAS
SIGNED ON MARCH 2021

SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMEN

2021 APPROVED MASTER PLAN

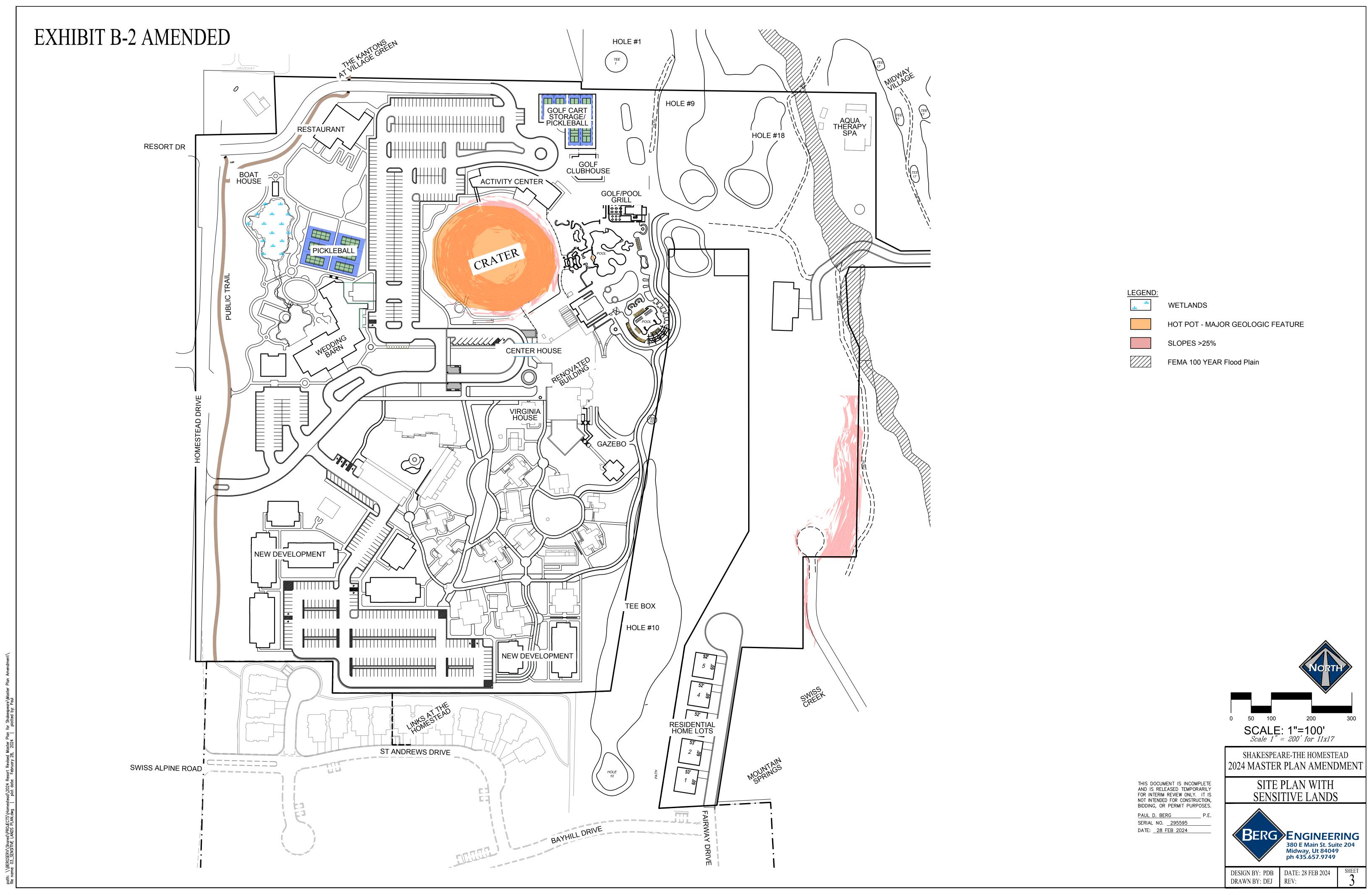
BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749 FFKR | LANDSCAPE & PLANNING

HOMESTEAD RESORT | PRELIMINARY PLAN | SITE CONCEPT

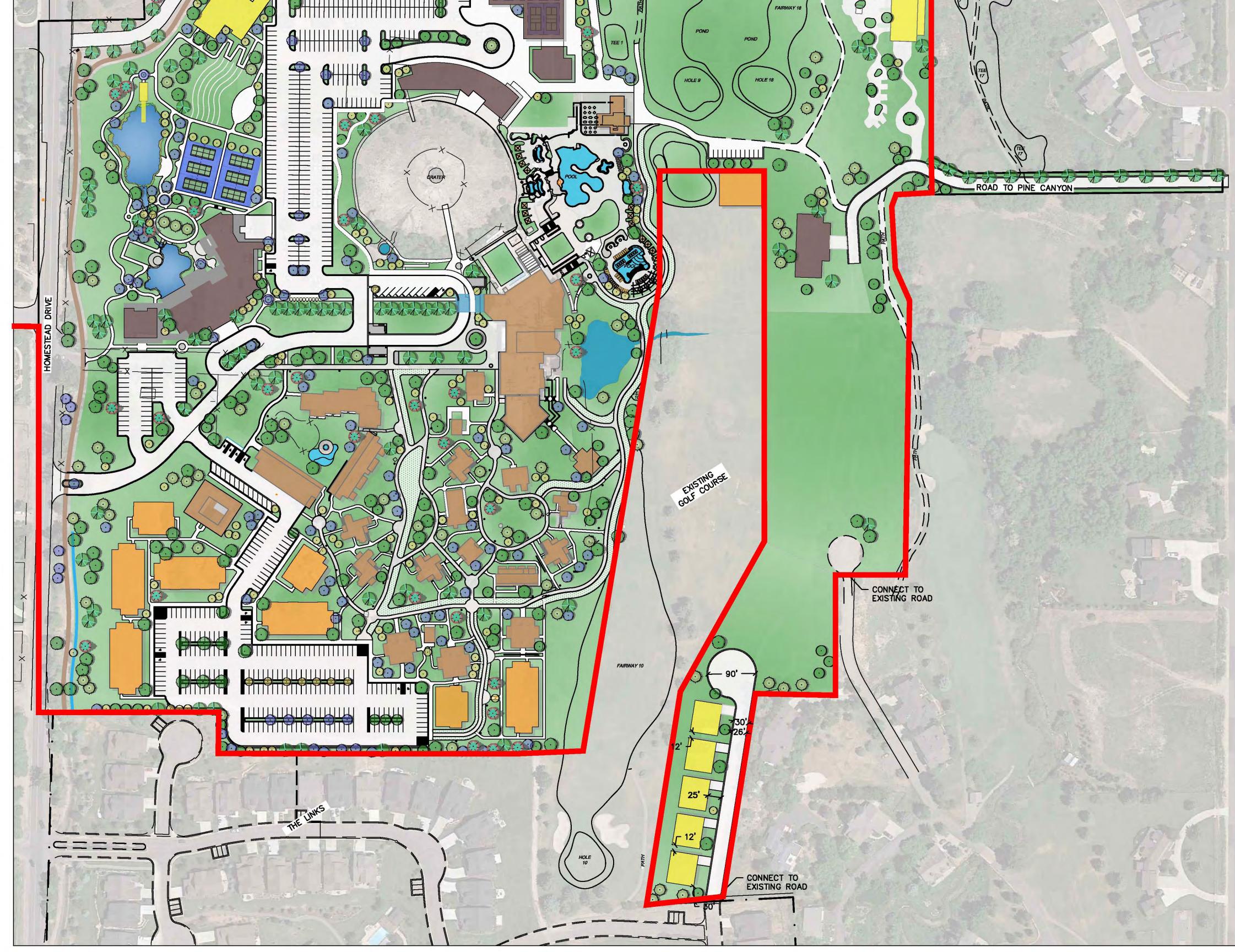
JANUARY 4, 2021

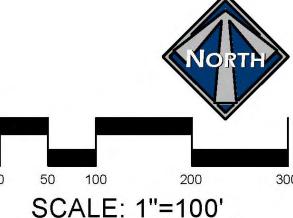
EXHIBIT B-1 AMENDED (2024 MASTER PLAN) **LEGEND** +25% UNBUILDABLE SLOPES EXISTING BUILDINGS APPROVED 2021 MASTER PLAN BUILDING THAT HAVE NOT BEEN CONSTRUCTED APPROVED 2021 MASTER PLAN BUILDINGS BUT WITH A REVISED BUILDING LAYOUT OR NEW LOCATION PROPOSED NEW CONDO BUILDINGS IN 2024 AMENDED PLAN GRASS PAVER FIRE LANE DRIVEWAY TO PINE CANYON SECONDARY ACCESS TO PARKING, GOLF, SPA, AND DIVE/ACTIVITY CENTER BOAT HOUSE WITH OVER-WATER DECK PIZZA FARM RESTAURANT WITH GREENHOUSE AND GARDEN AREA SUPPORT (4) MAIN PARKING AREA GOLF CART STORAGE BUILDING (FLOOR 1) PICKLEBALL COURTS (FLOOR 2) GOLF CLUBHOUSE AND SPA ARRIVAL AQUA THERAPY SPA PICKLEBALL COURTS CRATER WITH IMPROVED VIEW/AMENITY AREA AT THE TOP POOL AMENITY AREA WITH UPPER ADULT POOL AREA WITH INDOOR/OUTDOOR POOL, SPAS, INFINITY EDGE POOL, CABANAS, AND A LOWER FAMILY POOL AREA WITH ZERO-ENTRY POOL, WATERFALLS, TODDLER AREA WITH VIEWS OF MAIN POOL AREA, SLIDE, FIRE PITS, CABANAS, GUEST SERVICES ACCESS BELOW FITNESS (11) PASTURE AND ORCHARD AREA ALONG HOMESTEAD DRIVE WEDDING BARN WITH ACCESS TO NEW POND AREA. NEW 2024 BUILDING 14 (13) NEW CENTER HOUSE WITH PORTE COCHERE ARRIVAL MAIN ARRIVAL DRIVE RELOCATED TO THE SOUTH TO CREATE MORE MEANDERING APPROACH 15) FAMILY REUNION UNITS WITH OPEN LAWN, NATURAL THEMED SPLASH PAD, PLAYGROUND AREA AND FIRE PITS GARDEN VIEW UNITS WITH MULTIPLE GARDENS WITH PATHWAYS, WATER FEATURES AND SEATING - EXISTING CUL-DE-SAC (17) BALLROOM FUNCTION LAWN AND WEDDING PAVILION (18) FUTURE GUEST CONDO UNITS (19) GUEST PARKING AREA (20) GOLF LEARNING CENTER (BUILDING REMOVED FROM MASTER PLAN. USE INCLUDED IN GOLF CLUBHOUSE) FAIRWAY 10 (21) SINGLE FAMILY HOMES (5) HORSE STABLE AND BARN (REMOVED FROM MASTER PLAN) GOLF WARM-UP CAGE FUNCTION LAWN WITH ROSE ARBOR STRUCTURE TO PROVIDE SHELTER AND SEPARATION BETWEEN LAWN AND ADJACENT PARKING / FUTURE PARKING EXPANSION IF NEEDED AMPHITHEATER AND STAGE AREA - INSTALL WALL BEHIND BACK OF CURB TO SCREEN NEW ACTIVITY CENTER (27) RELOCATED PUTTING GREEN SCALE: 1"=100' Scale 1" = 200' for 11x17 ENHANCED POND WITH TERRACES, WATER FALLS AND BON FIRE LOCATION. VIRGINIA HOUSE UPGRADES FOR GUEST CHECK-IN SHAKESPEARE-THE HOMESTEAD GOLF MAINTENANCE BUILDING 2024 MASTER PLAN AMENDMENT CONNECT TO EXISTING ROAD MILK HOUSE THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY 2024 MASTER PLAN (32) POOL AND GOLF GRILL FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, **PLANTINGS** PARKING STALL BIDDING, OR PERMIT PURPOSES. PAUL D. BERG THE LINKS PROPERTY SERIAL NO. 295595 THE HOMESTEAD PROPERTY DATE: 28 FEB 2024 BERGENGINEERING 380 E Main St. Suite 204 Midway, Ut 84049 ph 435.657.9749 THE HOMESTEAD/THE LINKS CROSS SECTION DESIGN BY: PDB DATE: 28 FEB 2024

DRAWN BY: DEJ REV:



RECREATIONAL RESORT ZONE BOUNDARY (RZ)





SCALE: 1"=100' Scale 1" = 200' for 11x17

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG SERIAL NO. 295595

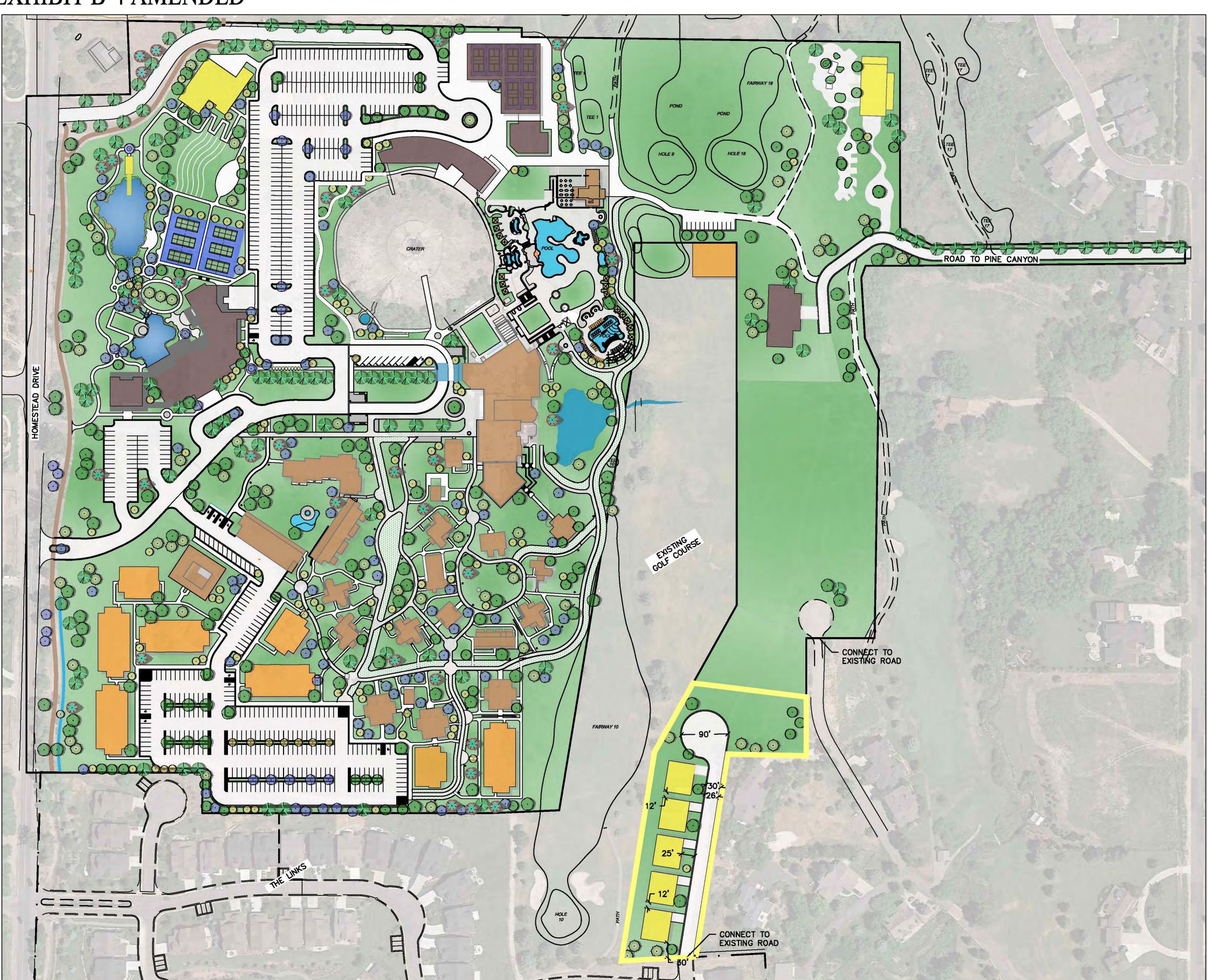
DATE: 28 FEB 2024

SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

RECREATIONAL RESORT ZONE BOUNDARY



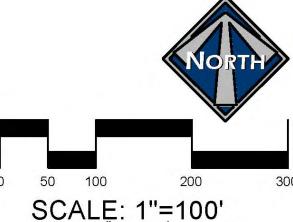
DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:



LEGEND

GOLF COURSE COTTAGES AREA

APPROVED MASTER PLAN AMENDED MASTER PLAN 3.61 AC 2.04 AC



SCALE: 1"=100' Scale 1" = 200' for 11x17

SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

GOLF COURSE COTTAGES



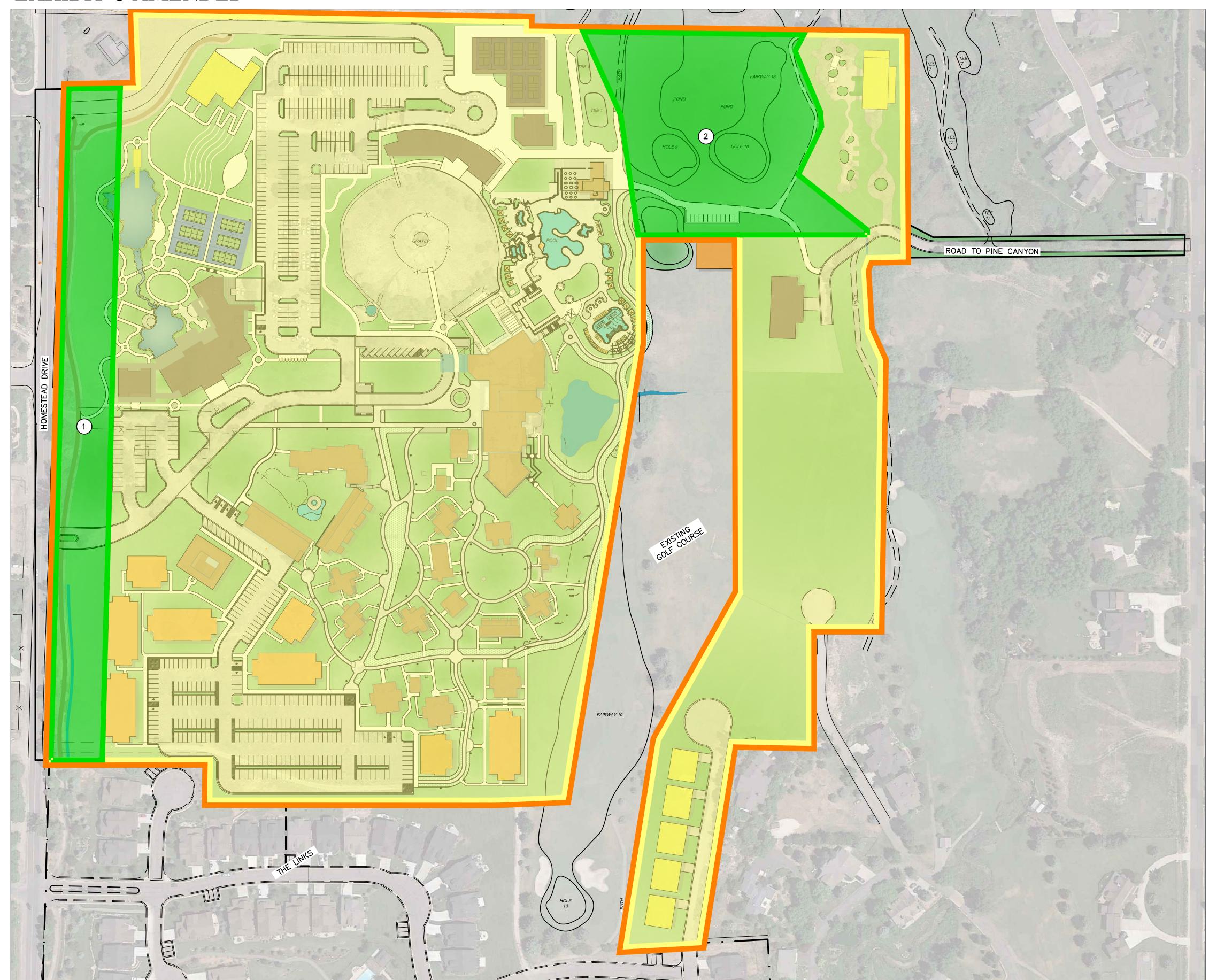
DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG SERIAL NO. <u>295595</u>

DATE: 28 FEB 2024

EXHIBIT C AMENDED



<u>LEGEND</u>

DEVELOPABLE AREA IN RESORT CORE

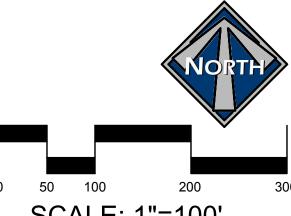
HOMESTEAD RESORT CORE: 50.57 ACRES

100' OPEN SPACE ALONG HOMESTEAD DRIVE: 3.00 ACRES

PERMANENT OPEN SPACE IN RESORT CORE: 6.49 ACRES

GOLF COURSE OPEN SPACE IN RESORT CORE: 3.49 ACRES

ONLY THE RESORT CORE AREAS SHOWN ON THIS EXHIBIT MAY BE DEVELOPED. GOLF COURSE OPEN SPACE OR OPEN SPACE ALONG HOMESTEAD DRIVE INCLUDED IN THE MASTER PLAN IS PROHIBITED FROM DEVELOPMENT.



SCALE: 1"=100' Scale 1" = 200' for 11x17

SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

RESORT CORE OPEN SPACE &

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. **BUILDING AREA**

PAUL D. BERG P.E.

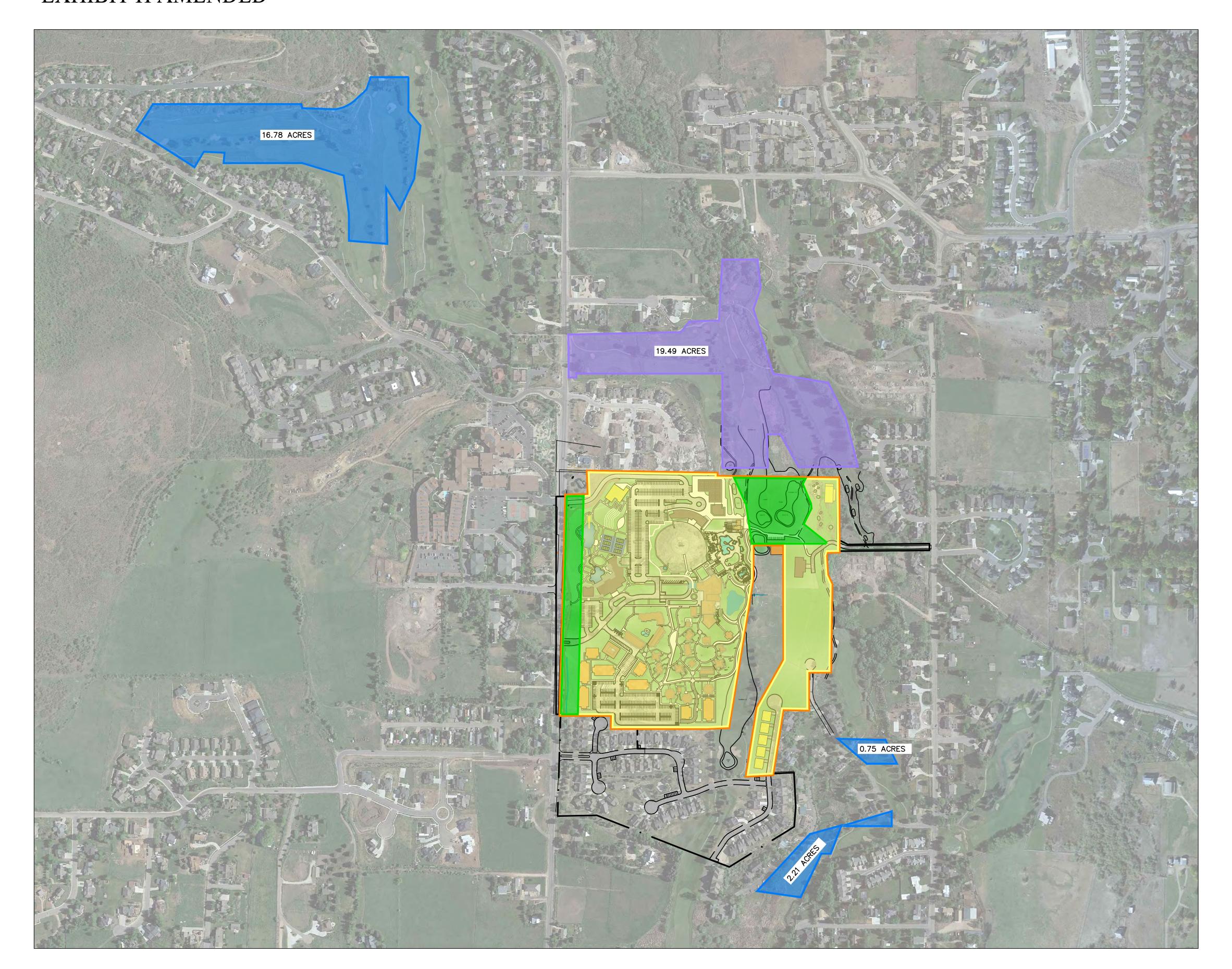
SERIAL NO. <u>295595</u>

DATE: <u>28 FEB 2024</u>



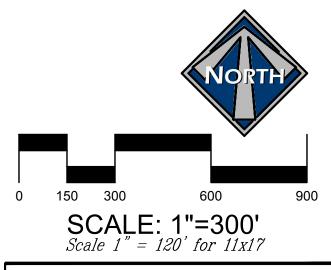
DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:

EXHIBIT H AMENDED



<u>LEGEND</u> RESORT CORE: 50.57 ACRES DEVELOPABLE AREA IN RESORT CORE: 39.94 ACRES PERMANENT OPEN SPACE IN RESORT CORE: 6.49 ACRES GOLF COURSE AREA OWNED BY THE HOMESTEAD THAT IS NOT IN THE MASTER PLAN: 19.49 ACRES

GOLF COURSE OPEN SPACE IN MASTER PLAN: 19.74 ACRES



SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

HOMESTEAD RESORT OPEN SPACE

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.

SERIAL NO. __295595

DATE: __28 FEB __2024

THIRD SECOND AMENDMENT

TO THE

HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT

THIS THIRD AMENDMEN	T TO THE HOMESTEAD	RENOVATION AND	EXPANSION
MASTER PLAN DEVELOPMENT A	GREEMENT (the "Third Ar	nendment") is entered in	nto effective as
of the day of	, 20 <mark>24</mark> (the "Third Amendm	ent Effective Date"), b	y and between
THE HOMESTEAD GROUP, LLC,	a Utah limited liability con	mpany ("Developer"),	and CITY OF
MIDWAY, a political subdivision of t	he State of Utah ("City").	· · · · · · · · · · · · · · · · ·	

RECITALS

- A. City and Developer, as assignee of Legacy Resorts, LLC, assignee of The Homestead, Inc., entered into that certain Homestead Renovation and Expansion Master Plan Development Agreement dated September 18, 2008, recorded October 3, 2008, as Entry No. 340720, in Book 975, at Pages 2–43 in the office of the Wasatch County Recorder, as amended by First Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement dated November 10, 2010, recorded December 6, 2010, as Entry No. 365137, in Book 1026, at Pages 1944–1954 in the office of the Wasatch County Recorder (collectively, the "**Development Agreement**") and as amended by the Second Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement signed March 25, 2021 (see Resolution 2021-02).
- B. The Development Agreement affects certain real property located in Wasatch County, Utah, as more fully described on <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "**Property**").
- C. The Development Agreement further concerns a proposed renovation and expansion of the Homestead Resort located on the Property (the "**Project**").
- D. Developer has requested that certain provisions of the Development Agreement be amended.
- E. After applicable public hearing, City has agreed to amend the Development Agreement as set forth herein.
- F. The Third Amendment replaces the Second Amendment to The Homestead Renovation and Expansion Master Plan Development Agreement.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer agree to amend the Development Agreement as follows:

1. **Recitals; Defined Terms.** The recitals above are hereby incorporated herein by this reference as if fully set forth in this paragraph. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

- 2. <u>Term.</u> City and Developer agree that City shall have no right to terminate the Agreement as otherwise provided for in the first sentence of Section 1.2 of the Agreement as long as Developer applies for a building permit or files any other application for preliminary approval within five (5) years of the Third Second Amendment Effective Date.
- 3. <u>Conditions to Current Approvals</u>. Section 3.1(b) of the Development Agreement is amended as follows:
- a. <u>The Homestead Mound</u>. Subsection (3)d.iii.c. is amended to add the following at the end of this subsection: "It is agreed that the top of the Mound may be beautified with plant boxes, benches, etc., but no permanent structure shall be allowed on the top of the Mound (excepting the existing bridge and cover over the hole). The Parties acknowledge that the top of the Mound is uneven and agree that sand and pavers shall be installed to make the area safe to walk, with the caveat that the pot rock is not to be damaged or altered in any way during the installation of the pavers or installation of any other non-permanent structures."
 - a. <u>Water</u>. Section 3.1(b)(4) is amended to add the following after the last sentence in the paragraph:

If, in the future, Developer and/or its successors and assigns proposes to use M&I water shares to cover its water requirements under this Agreement, Developer and/or its successors and assigns shall be required to enter into an agreement acknowledging that M&I water requires a lease payment on an annual basis that will continue into perpetuity, and that even though these shares shall be dedicated to the City, the on-going liability of the lease amounts will be billed to Developer and/or its successors and assigns, who shall have the obligations to pay the lease payments on the M&I water as they come due.

- b. Trails. Section 3.1(b)(5)iii. is replaced in its entirety with the following:
 - iii. <u>Trails</u>. The Homestead Drive trail is scheduled to be completed during the Summer of 2024. The Fifty Thousand Dollar (\$50,000.00) payment from The Homestead to Midway City to help further the trails master plan per the Second Amendment was paid on July 3, 2023.

On or before October 31, 2021, Developer agrees to construct, at its own expense, an eight (8) foot wide trail and provide the necessary trail easement along Homestead Drive as depicted in the Master Site Plan; provided, however, a portion of said trail will be installed and maintained by the City in accordance with the "Quitclaim Deed" attached as Exhibit F (see Exhibit F for the legal description of that portion of the trail to be installed and maintained by the City). In furtherance of the City's Trails Master Plan, Developer also agrees to contribute to the City Fifty Thousand and No/100 Dollars (\$50,000.00) to be used by the City to construct and install an offsite public trail that will connect the City's existing trails located along 200 North and Homestead Drive. Developer will pay said amount to the City within sixty (60) days after notice from the City of its intended start date of construction of this offsite public trail.

- c. <u>Resort Operator</u>. The first sentence of Subsection (7) is amended to replace, "The Homestead" with "Developer" as the current Resort Operator.
- d. <u>Building Height</u>. Subsection (8) is amended to include the follow additional subsection (8)c:
 - c. Developer shall be allowed to build one building that is 40' feet tall, measured from natural grade, within 500' feet of Homestead Drive. This building shall be known as the "Wedding Barn" and shall have a setback of approximately 100' from the right-of-way line from Homestead Drive. The City Council and the VAC have reviewed this issue and agree that the 40' height is acceptable based on the following: the distance from Homestead Drive, elevation drop from Homestead Drive to the location of the Wedding Barn, and that the location of the Wedding Barn does not greatly impact views of the Mound from Homestead Drive. Based on the foregoing, City shall permit construction of the Wedding Barn but shall also require that the Wedding Barn be taken through preliminary and final approval.
- e. <u>Project Plans</u>. The Projects Plans set forth in Subsection (9) that were originally attached to and incorporated in the Development Agreement as Exhibits are amended with the following Exhibits that are attached to this <u>Third Second Amendment</u> and which replace in their entirety those corresponding Exhibits of the Development Agreement:
 - a. Exhibit A Legal Description of the Property
 - b. Exhibit B Resort Master Plans, Consisting of Sheet Numbers:
 - (0) Vicinity Map
 - (1) Master Site Plan Amended
 - (2) Existing Conditions/Sensitive Lands Map
 - (3) Land Use Plan Amended
 - (4) Golf Course Cottages Amended
 - c. Exhibit C Resort Core Designations Amended
 - d. Exhibit D Copy of Kantons Easement
 - e. Exhibit E Existing Infrastructure of the Mound
 - f. Exhibit F Quitclaim Deed (for portion of trail along Homestead Drive)
 - g. Exhibit G Water Rights Amended
 - h. Exhibit H Open Space Designation Amended
 - i. Exhibit I Operations Plan for Resort (as long as the Resort is owned by one owner this shall not be required but if multiple owners own the Resort in the future, Developer shall comply with Section 3.1(b)(7) of the Development Agreement)
 - j. Exhibit J Parking Plan Amended (showing running total required for parking in each phase, demonstrating parking based on square footage which complies with the 2006 Code, and a disclosure that applicant understands that should any additional density be requested in the future (i.e. additional square footage) additional parking shall be required as well)

Developer and City agree that Developer shall also submit the following Project Plans with each phase: (1) a Lighting Plan, demonstrating dark sky compliance, with fixtures that accomplish a full cut off of sky glare; and (2) a construction mitigation plan.

- f. <u>Access</u>. The following provision shall be added to Section 3.1 as a new subsection (13):
 - (13) Access: Each phase of the Project must meet the access requirements. The Project has four points of access that will be built to City standards, two from Homestead Drive, one from The Kantons (existing) and one from The Links (existing). The access from The Links is governed by that certain Declaration of Grant and Easement dated December 29, 2005, and recorded on January 11, 2006, as Entry No. 295086, in Book 821, at Pages 117–128, as amended that certain Amendment to Declaration and Grant of Easement dated July 23, 2007, and recorded July 27, 2007, as Entry No. 323813, in Book 946, at Pages 526–533, which documents provide legal access for five (5) lots through the streets and roads in The Links subdivision. There is also an emergency access that is in the southwest area of the proposed plan that exits onto Homestead Drive. This access may also be used to connect to the Homestead Trail for guests of the resort.

One proposed change from the 2008 plan is to move the south entrance from Homestead Drive farther to the south by 300'. The 2008 plan shows the entrance aligning with Bigler Lane, but the new entrance would create a new intersection. Developer feels that this change will create a better entry to the Resort and will help save trees on the Property.

- g. <u>Traffic Study</u>. The following provision shall be added to Section 3.1 as a new subsection (14):
 - (14) *Traffic Study*: Developer shall submit a traffic study as part of its application for preliminary approval. The traffic study shall take into account the maximum number of rooms, and the maximum amount of square footage allowed under this Development Agreement, and not just the traffic created by the present proposal.
- h. <u>Public Participation Meeting</u>. The following provision shall be added to Section 3.1 as a new subsection (15):
 - (15) **Public Participation Meeting**: Developer held a public participation meeting May 2020 and March 2024, as required by the ordinance for master plan applications. This requirement was to give the Developer an opportunity to present the development to the surrounding residents of the proposed development, which has been complied with.
 - i. <u>Southern Parking Lot</u>: The following provision shall be added to Section 3.1 as a new subsection (17):
 - (17) **Light Mitigation:** The Parties recognize the potential for headlights from the southern parking lot in the Resort to shine into the homes at The Links. Developer agrees, through preliminary and final approval, to mitigate this potential impact through a combination of a berm, landscaping, and a non-sight obtrusive fence that is agreeable to the City. All costs of mitigation shall be borne by the Developer.

- 4. <u>Obligations of the City</u>. Section 3.2 of the Development Agreement is amended to add the following four additional subsections:
 - (d) <u>Building Permits Renovations of Existing Buildings</u>. As renovations of existing buildings that do not change the size of the existing facility or the nature of use of the existing facility, the City approves Developer applying for building permits for the following improvements within the Project without the need to submit any additional preliminary and/or final plat documents:
 - (1) Guest room renovations.
 - (2) Main lobby and current meeting room building improvements
 - (e) <u>Building Permits Alteration of Use or Expansion of Existing Facilities.</u> The parties recognize that the following alterations expand the size of the facility or alter the nature of the use of the facility, and as such, will need to be analyzed at the time each building permit is pulled to address issues regarding water, parking, and architectural review. The parties agree that these issues will be addressed in the building permit process, and that the Developer will not be required to submit any additional preliminary and/or final plat documents to obtain the issuance of a building permit for the renovations/alterations below, but will be required to submit documentation acceptable to the City Planner and City Engineer regarding water, parking, and architectural review:
 - (1) Golf course clubhouse and cart barn improvements.
 - (2) Indoor and outdoor swimming pools improvements and/or replacements.
 - (3) Activities center improvements and/or replacements.
 - (4) Poolside grill. (Completed in 2023)
 - (5) Relocation of existing back-of-house operations to current cart barn.
 - (6) Conversion of current golf maintenance building to a spa building.
 - (7) Conversion of the Milk House building into an ice cream shop. (Completed in 2023)

The Parties agree that any building permits that involve/require altering the existing parking lots or existing roads within the Resort Core to what is shown on the Master Plan will require site plan approval from the City Planner and City Engineer before the alterations may proceed.

Parking: A shared parking analysis has been completed for the resort master plan. **(f)** The study estimates that 465 parking spaces are needed for the peak hour of the peak day at the resort. The Parties acknowledge that there has been an agreement to reduce required parking from approximately 900 stalls per the city ordinance to the 465 as shown in the parking analysis. The proposed amended master plan has 609 onsite parking stalls plus 10 parking spaces in the garages of the 5 homes. At a minimum the Developer will build 510 parking stalls (465 + 10%) when all phases of the master plan are completed. The Developer has the option to increase the parking to 609 as shown on the master plan without need of a master plan amendment or preliminary approval. Only final approval of the construction plans is required. The Parties agree that if, at any time, the reduced number of stalls creates parking problems either within the Resort Core or to surrounding areas, the City, through the City Planner and City Engineer can require additional parking up to the 609 parking stalls to be installed within the Resort Core. The Parties agree that should the Developer disagree with the requirements of City Staff, it can appeal Staff's decision to the City Council.

- (g) Addition of New Buildings or Expansion of Existing Facilities not included in subparagraph (d) and (e). Developer has the right to build up to 367,750 square feet of building footprint, which may involve expanding the footprint of existing buildings or proposing additional buildings within the Resort Core. Any square footage proposed above that currently shown in the approved Master Plan will be addressed through preliminary and final approval of each phase of the Development and will not require amendment to the Master Plan. The Parties agree that required parking beyond that currently shown in the Master Plan may be considered and required during preliminary and final approval of the additional square footage in order to meet parking needs created by the expanded use. Request for additional square footage shall require recalculation of water needs, parking, demonstration of conformity with existing zoning code and set-backs, and be subject to architectural review.
- 5. <u>Notices</u>. Section 11 of the Development Agreement is amended to replace the notice information for each party with the following:

If to City: If to Developer:

Midway City The Homestead Group, LLC

Attn: Director, Planning Department Attn: Scott Jones

P.O. Box 277 2696 N. University Ave., Ste. 210

Midway, UT 84049 Provo, UT 84604

With copy to: With copy to:

Gordon Law Group, P.C. Kirton McConkie, P.C. c/o Corbin Gordon Attn: Bryce K. Dalton

Midway City Attorneys 50 East South Temple, Suite 400

345 West 600 South, Suite 108 Salt Lake City, UT 84111 Heber City, UT 84032

6. <u>Confirmation</u>. Except as amended and revised by this <u>Third</u> Second Amendment, all terms and conditions in the Development Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms of this <u>Third</u> Second Amendment and the Development Agreement, this <u>Third</u> Second Amendment shall control. This <u>Third</u> Second Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, City and Developer have executed this Third Second Amendment as of the Second Amendment Effective Date.

[Signatures and Acknowledgments Follow]

DEVELOPER:

THE HOMESTEAD GROUP, LLC, a Utah limited liability company

		Ву:
		Name: Scott Jones
		Its: Manager
STATE OF UTAH)	
	SS	
COUNTY OF)	
personally known to me or person whose name is subs	whose identity was cribed to this do	, 2024, before me personally appeared Scott Jones, was proved to me on the basis of satisfactory evidence to be the ocument, and who acknowledged that he signed the foregoing STEAD GROUP, LLC, a Utah limited liability company.
		Notary Public
		riotary r done

		CITY:
		CITY OF MIDWAY, a political subdivision of the State of Utah
		By:
		ATTEST:
		By: Brad Wilson, City Recorder
STATE OF UTAH) ss	
COUNTY OF WASATCH)	
and Brad Wilson, personally k evidence to be the persons who	nown to me or whose id- ose names are subscribe ent as Mayor and City	2024, before me personally appeared Celeste Johnson entities were proved to me on the basis of satisfactory ed to this document, and who acknowledged that they Recorder, respectively, of CITY OF MIDWAY, a
		W
		Notary Public

[ATTACH EXHIBITS]

LE SURVEY A.L.T.A./N.S.P.S. LAND TITLE SURVI

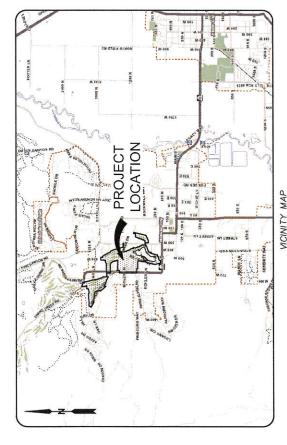


EXHIBIT A

HES IN CERTY THAT THE MAY OR PLAT AND THE SURREY ON MICH IT IS BUSID MEET MADE IN ACCORDANCE WITH THE 2008 MINIMARIA REVIEW EXTRA REPORTS FOR A MARKEYS LAWD THE SURREY, AND THE STRAILESSON DOLORIDE THE ALIX AND MINIMARIA THES 23, 34, 18, 07 "FABLE A THERIOS". THE RIDD WANN WAS CHARATED IN GETTING, 2018. SURVEYOR'S CERTIFICATE TO THE HOWISTEAD CHOUP LLC., FIRST AMERICAN TITLE INSURANCE COMPANY:

The state of the s A THE RESTANCE OF THE CLEAT. HE SHAPE REPRESENTS THE REPORTMANCE OF AN MARKE LAW THE SHAPE SHAPE OF THE WINNESS LAW THE SHAPE SHAPE

CAMPAINT, IN REGISTED AS IN PRODUCTS, NO 40 AND A SEAL REPRESENCE TO THE MAIN TO EXCEPT A SEAL PRODUCTS TO THE MAIN TO SEAL PRODUCTS TOWN TO SEAL PRODUCTS A SEAL PRODUCTS TO THE MAIN TO SEAL PRODUCTS A SEAL PRODUCTS TO THE MAIN TO SEAL PRODUCTS A SEAL PRODUCTS TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO SEAL PRODUCTS TO THE MAIN TO THE MAI THE SURVEY WAS EXECUTED UNDER THE ASSUMPTION THAT THE BASIS OF BEARINGS BUSINED FOR THIS SURVEY CONFIGENS TO TITLE BEARINGS.

THIS SURVEY AND ANY INFORMATION PROVIDED HERECH ARE INTENDED INDIFFER TO CREEKE THE PROPERTY LOFF OF FEMALE STREAM ASSOCIATIVE REPRESENDED HERECH AND STREAM CHARLES AND THE PROPERTY AND COMMITY EARNERS AND THE PROPERTY AND COMMITY AND COMMITY AND THE PROPERTY AND COMMITY AND THE PROPERTY OF COMMITTEE AND REQUIREMENTS TO INSTANCE AND TREQUIREMENTS 3. THIS SIRVEY REPRESENTS OPHIONS BASED ON FACTS AND EVIDENCE. AS THE EVIDENCE ROMESS OR IF WER EVIDENCE IS DECOMPAGED ON RECOVERED. THE SIRVEYOR RESERVES THE ROOM TO MADRY ON ALTER INS OPHIOMS ACCORDINGLY.

THE FOLLOWING PARKELS FAIL TO MATHEMATICALLY CLOSE: 6, 9, 18, 20, 26, 27, 28, 37, 39, 44, 45, MID 48. IT IS THE OPINION OF THIS SURVEYOR THAT FRIST HOMESTEAD COUNTRY HOMES, AN INDIANT OF PIEST HOMESTEAD, COUNTRY HOURS, SOLULD BE EXCEPTED FROM PARCELS 26, 27, 45, 47 AND 52, SMLAR TO THE EXCEPTION FOR PARCE. 41. THE EASTERLY BOUNDARY OF PARCELS 94, 25, AND 30 ARE WATER BOUNDARES CONTROL.

THE PROPERTY OF RETIDENT HANGE OF BANCH OFFER. THESE BOUNDARES BEING BANCH OFFER. THESE BOUNDARES BEING BANCH OFFER. THE SHARMY INFECTION, THE DOUBLINGS BEING TO THE SHARMY INFECTION, THE DOUBLINGS AND MAY OF MAY NOT REPRESENT THE MAY CONTING OF THE JUST OF THE. WAS DETERMINED THAT NEW DESCRIPTIONS FOR PARCEL S, PARICELS 11 AND 12, AND 12, AND 12, AND 12, AND 12, AND MATTER REDIFFICIAL FOR FULLINE FOR CONFERMINES OF PARCELS. THESE MAY DESCRIPTIONS AND MACLIDOD WITH THIS SURVEY.

ALTA/NSPS TABLE 'A' NOTES

- THE REPORT OF A FORCE, ARREST OF A ROBBIT HOUSE OF A FORCE OF A FO
 - THE GROSS UND MEA FOR SUBECT PROPERTY IS AS SHOWN ON SVEET IS AND GRAPHCALLY REPR

BASIS OF BEARINGS

THE BASS OF BEARINGS FOR THIS ALIXANSPS SURVEY WAS ESTABLISHED IN CONFORMANCE WITH UTAN COOND SYSTEM 1883 CENTRAL ZONE BEARINGS.

NEW DESCRIPTIONS FOR EXISTING PARCELS

SURVEY NARRATIVE

SOUTH 822.88 FEET AND EAST 100ALDS FEET FROM THE WAGATON COUNTY SERVEY + EAST FF FOR THE WEST ONE—CALLINESS CORRESS OF SECTION AS TO THOSE HE IS SOUTH, RANGE + EAST SEAS AND AURSTONN (BASES OF BELLWINGS LTAN COORDINANTS STRILLS 1883 SOUTHAL NO RRANGE THEORY SOUTH BETTON'T EAST OT AS THEIR THEORY NORTH OT THY CAST TAXB.

1 HOUSE COUNT METTON'S REST BILL'S TELL'S HOUSE NORTH OT THY CAST TAXB.

1 THE CAST WE STOOL THE TELL'S HOUSE TO THOUSE THE THY CAST TAXB.

1 THE CAST WE STOOL WE TAXB. THEIR THOUSE NORTH OT THY CAST TAXB.

1 THE TO THE THY CAST TAXB.

1 THE TO THE THY CAST TAXB.

1 THE TO THE THY CAST TAXB.

1 THE THY CAST TAXB.

BEGINNING SOUTH 1428.59 FEET AND EAST 1188.57 FEET FROM THE WASHING COUNTY SKINKY WOMENINGTON THE WASHING SCHOOL 27, TOWNENGT 3, SOUTH, MANICE 4.64ST SALT, LAND BANG AND MEDICAN (BANSS OF BEARINGS, UTAH COORDINATE SYSTEM 1885 CONTOU. COORDINATE SYSTEM 1885 CONTOU. NEW DESCRIPTION FOR PARCELS 28, 27, 41, 44, 45, 47, AND 50 COMBINE

MAY PORTICM LYNG WITHIN FIRST HOMESTEAD COLUMBY HOMES, AN AMENDMENT OF FRIST HOMESTEAD COLUMBY HOMES, A PLACE OF PORT HOMESTEAD WAY, AT PACE AND OFFICIAL RECORDS.

This survey is representable of the entire Homestead project, including a fee great back and and a ceasements according to the page of concession of the page of concession of the page of concession of the page of the page

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

HOMESTEAD RESORT PROPERTY THE HOMESTEAD GROUP LLC.

L19-212 1 OF 11

SECTION 27, 28 & 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SIBAM MASATCH COUNTY, UTAH

REVEWED BY:
BC/MPJ
ISSUE DATE
10/10/2019

uctural - Civil - Surveyir B MXT CIMID - P.D BOX CN MXX CIV, UNH SAZII CS-ES-EZZI - P. CS-ES-EX

GROWND A FORM THOSE WILL THE TANKING MATCH THE WEST COMES OF STORY AND A STORY Received Stort IT for any CHITA BOUND STORT BUT CHIT SET OF CHITAGON IN SET OF CHITAGON I REMAINS A PART HAND HIS THE PARK DAMPING COUNTY DIES, DE SOUTH IN SOUTH ON THE PART HAS DESCRIPTION OF THE PART HA The state of a first control for a pack of the state of t ALSO LESS AND EXCEPTING INDIGENEES THAT PORTION GRAPTED TO HOLE INC. 4 LIC., IN GATELAN DEED RECORDED, DOOS AS DITTIFF NO. 2015 AS DITTIFF NO. 201 ALSO LESS AND ENCETHING THERETHOU THAT PORTION CRAMITED TO HOLE NO. 4 LLC, IN GUITCLAND DEED RECORDED MANNEY SO SONS SENTIFY NO. 20174, IN BOOK 743, AT PARS 577 OF OFFICIAL RECORDS, BEING WAS PARTICLARD SECTIONS. ALSO LESS AND EXCEPTING INDICENSES. THAT PORTION GRAWIND TO HALL ING. 4 LIC. A LICHAL LAWITD LIMBELTY. BESTOLAL WIRESMYT TOED TOKNOLOGO AND 11, 2007 AS DRIFT ING. 319011, IN BOOK 538, AT PARZ. ESS OF FOLKA, STOCKS, BERNE, MORE PHITIQLARY DECOMED AS FOLLOW. etorend 11.3) charó esta mo 8.4 charó sodin eró esta from Nei kisminesti correi of nei sodinesi charó estacho 3) traden 9 sodin kara e Less, sul Luer bas mo Kismok, mo Ramané Phots sodin esta esta sociales erros como esta esta codo esta, frose kasin esta esta 14.5 charó proce katin eve esta zaro fezi 10 de part of georros. REGISSION IN THOSE WHOLE WASHINGTON BY THAT FRAME HE LEST DAKEN OF SECURITION OF THE PROPERTY REGIONAIO, AT A PORTE MEST 1544 FEET AND HIGHA 1550 PEET FROM THE EAST GLARITRE COPPERS OF SECTION 23, TOWNSON 9 SCHOOL SHAPE FEET FROM STANDARD FROM FROM STANDARD STANDARD SHAPE FEET 345 FEET; INFORMENTED A LADON THE SEARL OF THE VERSES TOTIVE TO THE MOTHENESTEEN PROFES OF THE SEARCH OF RECORDING THOSE TO THE CHARGE SCHOOLSTEEN LADON LINE CHARGE FROM OF THE OFFICE OF SEARCH OF SEARC THE CONTROL RESIDENCE AND A ROOM OF THE CONTROL RESIDENCE OF THE CONTROL RESIDENCE OF THE CONTROL RESIDENCE AND A ROOM OF THE LESS AND EXIZERTIME FIAIT PORTION THAT LES IN THE BOUNDS OF HOMESTEAD ORME, AS DESCHRED IN FOLDING RECORDS. IN BOTH MECHANICAL PART DESCHREDS AS FOLDING PARTICAL AREY DESCHREDS AS FOLDING. A RICHT OF BLY APPLIETEMENT TO PARCE, 13, AS DISCLOSED BY THE HOMESTEAD COLF COLRESE MASTER ACRES. RECORDED FEBRUARY 19, 1988, IN BOCK 197, AT PAGE, 775, AS DITRY HO. 144986, OF OFFICIAL RECORDS. LESS AND EXCEPTING ANY PORTION LYNG WITHIN MIDWAY WILLIGE PLUD., PLAT "A". PARCEL 12: (FEE SWPLE) The state of the s The STANIS WERN HAN IN THE WASTER THAT IN THE WASTE TATIONER JAMES SEGMENTS WITH JAMES J ALSO LESS AND EXCEPTING THERESTORY INAT PORTION GRAFTED TO HOLE NO. 4 LLC. A UTAN LANTED LABBLITY SECHAL, WESTELL, WHINTENED EXCENDED LANCE, 2004 AS DITTEN OF 2754A, IN BOOK 700, AT PACE 648 FOR FORDIAL RECORDS, SERVE WERE PARTICLARITY EXCENSED, AS PLACES. SCROBBER, I. I. PORT BRICH E MET 2011 HELT AND WERDE BLUD TETT FROM THE ELST GAMERS COMES OF SECTION 25, DIVERSOR STATIS, MARC I. LAGE 34J, LAGE ELST AND REMINENT SOFT HAVE ON THE PRESCRICE OF PRESTRUD PARCEL E. AND THE STATE OF THE PRESENCE OF PRESTRUCT OF PARCEL AND THE STATE OF THE STATE CONTINUED IN NEXT COLUMN. THE COMMONDARY IN THE COMMONDARY OF STORY AND ADDRESS STORY MORE OF A LONG AND ADDRESS STORY MORE ADDRESS AND ADDRESS AND ADDRESS STORY MORE OF A LONG AND ADDRESS STORY MORE OF A LONG AND ADDRESS STORY MORE ADDRESS AND ADDRESS STORY MORE OF A LONG AND ADDRESS STORY MORE ADDRESS AND ADDRESS STORY MORE ADDRESS AND ADDRESS STORY MORE ADDRESS AND ADDRESS AND ADDRESS STORY MORE ADDRESS AND ADDRESS STORY MORE ADDRESS AND ADDRESS STORY MORE ADDRESS AND ADD THE CASE OF MARKET E STORMS AS A CASE OF MARKET STORMS OF THE DAY TO THE THE CASE OF THE C The VERLORS DOTTON THE PROPERTY OF THE THE PROPERTY OF THE THE PROPERTY OF THE TOCKED WITH NATION OF UAD BOTH MORT PACKED AND TOLLOWS.

RECORD ALL FOR THE ON THE STATE AND THE OWNER THE TITLE AND EXCLUSIONS OF STATE OF STATE OWNER OF STATE OWNER AND THE TITLE AND THE OWNER DOWNER OWNER AND THE OWNER RECORD AT RETAINED TO BE OF IT ALL ON A MENT IN A RECORD AT REPORT YOU WAS THE OWN THAT A RECORD AT RECORD AT REPORT YOU WAS THE OWN THAT A RECORD AT RESPONDING THE PROSECULAR AND A RECORD AT RESPONDING THE PROSECULAR AND A RECORD AT RESPONDING THE PROSECULAR AND A RESPONDING THE PROSECULAR AND A RECORD AT RESPONDING TO A SECURITIEST AND A RECORD AT RESPONDING TO A SECURITIEST AND A RECORD AS FORMAL AND A RECO CORREST TO THE SUPPLICATION OF CLICK WHITE CONTROL THE SUPPLICATION OF CHILD STATE OF CLICK STATE OF STATE OF CLICK STATE OF C ROBERED AT THE SCATTLEGED CORRECT OFF BY, CAN ENVIROR IN. 1 MACHING SCROWERN, SAID FROM EXCUSE AT THE PART STANDARY IT THE PART STANDARY IT THE PART STANDARY IT THE PART STANDARY IS THE PART STANDARY IN THE PART STANDARY IN THE PART STANDARY IS THE STANDARY IN THE STAND ECONOM, AT A PORT DO TEST MOTH AND LIST MEST OF the MORTHAUST CONORS OF the SOUTHEAST COUNTED. OF SECTION, A TIDENSEY S 2,2007/RECKS TO THE COSTS OF SECTION, PROME CAST SO TEST TO THE COSTS CONORS, THOUGH A MORTHAUST PORTION OF THE GENERAL AND CAST HORIZENEST HORIZEN WEST HORIZENEST HORIZEN WEST HORIZENEST HORIZEN CONTRACT COUNTED TO THE COSTS OF THE TEST. ALSO LESS AND DECEMBRE INSTITUTION COMPILED TO GREAT ING GF THE RODGES, INC., IN SARRHITY COED RECORDS, AND ALL OF A SOAN OF BITHER INC. 28873, IN BOOK CRB., IN FARZ SOA OF OFFICE, RECORDS, BENGGING THE RECORDS, BENGGING THE RECORDS, BENGGING THE SOAN OF THE THE WORLD AT THE WORLD BETTER THE WORLD BETTER OF THE WORLD GOAL OF THE WORLD BETTER THE WO RESIDENCE A LOST OF ME CES SHOW OF ME CHRONIC FIRST, LINE ALL ME COMPANIANT WE CHANGE CONTROLLED TO THE CHANGE CONTROLLED THE WAY I AND IT OF A CENTRAL O SHOWER TO THE WAY CAN HERE OF THE STORY TO NO THE THE WAY CONTRACT RECOMED 11.4 NOW! WHICH IS WORN RECOVED THE RECOVED THE RECOVER THE FIRST THE SET THE THE THE SET THE REGISSION TO FORCE COMEN OF ME CLUSTON THE OF THE FINANCING CUT COURSE CLUSION TO SHOW THEN CHIEF SEXT, THE THE FINANCINE THE STATE OF THE STATE OF SCHOOL TO SHOW TO SHOW THE STATE OF TH REWIND C. TOTAL BIRD IS THE BIRD TO THE BIRD TO THE BIRD PROFILE OF CONTROLLAND OF CONTROLLAN A LEGISZ FOR THAT PONTED! OF THE ARONE DESCRIBED PROPRINT LINKS WHINE THAT PROPRENT OF PARICEL 2 IN THE OFFICE AROUSES, AROUSE, AROUSES, AROUSE, AR A LECHEZ FOR THAT PORTION OF THE ABONE DESCREED PROPERTY LYNE, WHIN THAT PROPERTY OF PARCE 2. IN THE CONCRET CORRECT CORRECT OF PARCE 2. IN THE CONCRET CORRECT CORREC ECONOMO AT A PORT MACE IS MOTH OUTSYN, WEST ALDRO INE SECTION USE ORALD FEET AND USEST ORACLE TO THE PROPERTY OF THE SECTION O RECORD PARCEL DESCRIPTIONS AS PER THAT CERTAIN

COMMITTION TO GH1-5949315.

WART 1 FOR SMITTION TO GH1-5949315.

WART 2 FOR SMITTION TO GH1-5949315.

WART 3 FO THE ALL PROPERTY OF THE CONTROL OF T FARTA 4: (EXCRETE & LEDING)
NAT PRINTING OF THE HIGHERAL OLD CLARKS OPEN SPACE, GREGGRAND CONDOMINISERALTY, ACCORDING TO THE SPACE AS ECONOMY TO THE CONTINUES AND THE SECONOMY TO THE COLORISES. AS ECONOMY TO THE SECONOMY TO THE SECONOMY TO THE SECONOMY PROPERTY. THE ABOVE DESCRIPTIONS OF THE REPORTED TO COURSE MASTER ASSESSED TERRIBORY IS A TOTAL TOTA

Summit Engineering Group Inc.
Statuturi - CM - Surreging
Bustness, - CM - Surreging
Bustness, - CM - Surreging
Conference of Conference
Conference of Confer

KAMB
REVIEWED BY:
BC/MPU
BSSUE DATE
10/10/2019

LOCATED IN PORTICUS OF SECTION 27, 28 & 34, TOWKSHP 3 SOUTH, RANGE 4 EAST, SLBAM WASATCH COUNTY, UTAH

A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

THE HOMESTEAD GROUP LLC.

MARKET
HOMESTEAD RESORT PROPERTY

L19-212 Sect 2 OF 11

HOWER TO THE CARGOON OF THE CARGOON OF THE CARGOON OF THE STATES OF THE CARGOON O	Section 10 10 10 10 10 10 10 1
THE PROPERTY OF THE CASE OF THE THE PROTECT HEAD WITH THE PROTECT HEAD WAS THE THE PROTECT HEAD WAS THE PROTECT HE	CHOADD IN PORTIONS OF THE PROPERTY OF THE PROP
THE CONTROL SET OF THE CONTROL	ITLE SURVEY
THE TO BE A CONTRICT OF A CONTRING OF THE WAS IN THE TOTAL TO BE A CONTRICT OF A CONTR	A.L.T.A. / N.S.P.S. LAND TITL
PROBLEM CONTRICATION OF ACCUSANCE OF DIRECTORY, LOS DOTE LUNG SATES TOTAL OF ACCUSANCE OF THE ACCUSANCE OF T	(MOZET) (MEDWED FOR LIGH LIGHTHE HOMESTEAD GROUP LLC.) (MAGET HOMESTEAD GROUP LLC.) (MAGET HOMESTEAD RESORT PROPERTY

A CARLOTTON OF THE CARL STREAM AND MAN WERE THE PARK DOWNERS OTHER THERE OF A DAY OF MAN IN COURSE AT THE PARK DAY HAVE DAY HA STORMER LA FOR THE RETURN THE PROBLEMENT OF THE CONTRIBUTION OF TH RESPONDED TO A FORT AND RESPONDED TO A FORT AND A FORT M EXEMPIT AS DESCRIBED IN THAT EXEMPLY AGREDIENT RECORDED SEPTEMBER 7, 2004, AS ENTRY HG, 275020, IN BOOK 711, AT PAGE 805 OF OTHER RECORDS, BEING WORE PARTICLARLY DESCRIBED AS FOLLOWS. The state of 1 FRC CORNE USE OF STATE OF COURTE, CORNE OF CORNE AS THE STATE AS OF CORNE OF CORNE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF CORNE OF CORNE OF THE STATE OF T hhez (.) Easannts as descred in that Easannt oed records Jame 3a, 1984, as d'hthy ng, 1440a, 1 Book 201, at Page 91 of Gytch, Records, being wore particulaly descred as follones TRANSESRY PLO, PLAT A, LOTS 1-4, 15-16 GOLF COLINE OPEN SPACE, TURNISHRY PLO PLAT A TRANSESRY PLO, PLAT B, AMERICO, LOTS 9-14, 17-25 PARCEL 61: THIS PARCEL HAS BEEN INTENTIONALLY DELETED. (EASIMONT I: FOR USE AS A GOLF COURSE) . HAS BEEN INTENTIONALLY Need excellent to the first of CORREST LOS UNITS (ELLO POTON BATA) FOL TIME A LENGT CAP ANNIADO FOL THE SET ON CHARGO FOL THE SET OF THE SET ROBBER HON HAT HET ON RET EALD HET THIS HE WENCH COUNT ABOVE HOUSENING HE LEST OF SALEND HER HON THE COUNTY HAS THE HEART LOSS BETTER HERE TO THE HEART LOSS BETTER HERE TO THE HEART LOSS BETTER HERE TO THE HEART LOSS BETTER HET HERE TO THE HEART LOSS BETTER HEART HERE TO THE HEART HE HEART HEART HEART HEART HE HEART HE HEART HE HEART HE HEART HEA RESIDENCE OF THE PRICE AND ADDRESS OF THE PRIC REGISTED OF THE PRINCE OF THE WORLD REPRINGED AND THE THEORY OF LOST TOTAL WAS A TEST FORD THE TOND THE TOND THE TOND THE TOND THE STATE OF THE S QUARTER CORNER 1 6872715" EAST THENCE NORTH an existent is decorded in that existent ded pecorded softener in, 1981 as enter ha, 1574xa, in door 233, at pare 400 of othore, records, bodo wise particulary described as follows: A TITLE OF UND SO FEET WES BANDARILY AGAIDST TO AND CONTIDUOUS WITH THE SORPHOTEDAY SOFT UND OF THE MORESTELD GOLF CONTIDUOUS WITH THE SORPHOTEDAY EXCEPTED AS THE WAY IN OTHER WAY DESCRIBED AS CALLED SEA A FARIOR TO REMOVERIENCE AND EXTERNAL COMMENTAL ACCORDING TO ANY CALLED SEA ANY CALLE AN EXEMBIT AS DESCRIBED IN THAT AGREDADIT RECORDED ANE 2, 2010, AS DITTY HO, 3547M, IN BOCK 1015, AT PACE 1183 OF OFFICIAL RECORDS, BEHG WORE PARTICULARLY DESCRIBED AS FOLLOWS: REGINANG AL A PORTI MACH BELAS SOUTH YACKER TEET AND CAST TYREAD FEET FROM THE MEST GAMETER CORNERS OF SECURIOR, TO TROMASH O SADON, HARMEL & LEES, AND LUGG BASE WIN WINDOWN, THORIS SOUTH ASSTUDING STEEN THOMAS SOUTH ASSTUDING STEEN THOMAS SOUTH ASSTUDING STEEN THOMAS SOUTH ASSTUDING S M EASLACH AS DESGNED IN THAF PEPETLIAL EASLACH AND EQUITALE SENTING, AGEODOFF RECORDS BAY A 2507 SECTION TO THE SECURITY RECORDS BAY A 2507 SECTION TO THE THE SECURITY DESCRIPE. ECOMOM, 14 PORT 1990 BLOS SUM 1934 HTT AND CELT TRAD THE THOU THE THOU THE SECONDARY COMMITTORS OF MEST CHARGE STATE IT THOUGH SECONDARY SHOULD SUM 1997 TO MEST SECONDARY COMMITTING SECONDARY COMMIT AN EXEMENT AS DESCREED IN THAT PERFORMLY. EASTERN AND EQUITIBLE SENTINCE ARRENDENT RECORDS ANALYST 11, 2006, A. BETHEN M. SECOLES, IN BOOK BEY, ATT PARE 107 OF OFFICIAL RECORDS, BENG MORE PARTICULARLY (SECOLED) AS TALLORIC. PARCEL SA: THS PARCEL HAS BEEN INTENTIONALLY DELETED. PARCEL 57; (EASEWENT) PARCEL HAS BEEN INTENTIONALLY DELETED. (EASTMENT) SH: (EASEMBIT) The second of the company and the company of the co AN ALTERNAT IN PROCESSION WAS ARROWN CONTROL AND THIRD THE TOTAL A RECORD TO THE TOTAL A The second of th ROBBRIO AT FINET ISES OUND LOST OF THE WITHHIST CORRECT OF SICIDA TA, TRIMENS 3 SOTH, BANKE 4 PUST, SLIT LOST SECONDS TO THE WORLD AT SICILAR TO THE WORLD AT SICILAR TO THE WORLD AT SICILAR TO WORLD AT SICI REGISSES, IT FOR INSENDING THE A PARK CONTRACTOR, THE PASSAGE AS A PASSAGE AS A PAREAD, ALL OFF THE RELECTION DISPLAYS STAYS WET DAYS IN THOSE WEYER WAS NOT A ALL OFF THE PASSAGE AND A ALL OFF THE PASSAGE AND A AND AND A PASSAGE AND A AND THE PASSAGE AND A SERVICE AND A PASSAGE AND A PASSAGE AND A PASSAGE AND A AND THE PASSAGE AND A SERVICE AND A PASSAGE AND NOTION WITH A THREE OF MAY TO HAND PROPERTY COUNTY OF THE CONTROLLED OF THE CONTROLL THAT PORTION OF THE ABOVE ANSESSED PARROL LYNG WEIGH THE BOUNDARDES OF THAT CRETIAN WARRANTY DEED PROTOCOL ALLOST OF, 1984, A. DITHY HO, 1984, N. BOOK 178, A. PAJC ASK OF OFFICIAL, RECURSE, BLING MORE PROTOCOLOGY, BLING MORE DAY OF OFFICIAL RECURSE, BLING MORE DAY OF OFFICIAL DAY OFFICIAL O (THE, ARONE PARCILL LEAL, ESCHEPTON PROJECTS BY CORMTY ASSESSMYS RICORDS) THAT PORTION OF THE ABOVE ASSESSED PARCILL LEAVE WERBAITY GETS RICORDING MOUSTED, THE ABOVE ASSESSED PARCILL LEAVE BOX J.T.R.A.T. PACE 222 OF OFFICEA, RECORDS, RETAR WORR PARTICLARY ESCHERAL AS TOLLINGS. RESIDENCE AT YOUR WAS EAST OFF THE AND COST THE OWNER, ECONNIG AT A PORT MICH EAVES SOUTH ASSLAY FEET AND EAST 1986,30 TRET FIRMS THE WEST CAURITRS OF SECTION 3, TOWNING STORTH, SEAST ASSUME SECTION SECTIO (THE ABOVE PARKED, LEGAL, DESCRIPTION PROVIDED BY COLATY ASSESSOR'S RECORDS) PARCEL 48 (EASEACHT) TOTATION IN A MADE OF ANY TOR NOD AMPOSED ECORRED AS FOLIABLE. TOTATION IN ANY TORN ON AMPOSED ECORRED AS FOLIABLE. ANY TOTATION IN ANY TORN ON AMPOSED ECORRED AS FOLIABLE. ANY TOTATION IN ANY TORN ON A MADE OF A THE ADMITS OF TH The second of the control of the con CECTIVE INSCRIPTOR IN FULL CHARGES. OF STARREL AT IN ORDER A THREE OF A THREE STATE IN THE INTERNAL WEST SARRIES CHARGES. OF STARREL AT IN ORDER CHARGES CHARGES. THE AND THREE STATE CHARGES CHARGES. OF STARREL AT IN ORDER CHARGES CHARGES. THREE STATE CHARGES CHARGES. AND STARREL CHARGES CHARGES. THREE STATE CHARGES. AND STATE CHARGES. OF A THREE STATE CHARGES. THE OF STARREL CHARGES. AND STATE CHARGES. AND STATE CHARGES. AND STARREL CHARGES. AND ST Hence Such Bevolf Les fishe fitt Loudes de Froct Les in First Center. Percet Such en'ther ("Such Best Such en't) and the Les fitts Lean A This Les Hence Such Best Such Best Such Rest Such Rest Such Best Suc PARCEL 45: (PTE SWILE) The store of the control man in the store of th Nomine of a cord invent rine first base concents, critica, but, o e a, cocane a concentration of concentrati COURSE DESCRIPTION FOR FILENCE TO FACILITY OF THE SECURITY OF A position of the control of the con THAT PORTICN OF THE ARDORE ASSESSED PARCOL, LYMC WHAN THE ROUNDARIES OF THAT COTTAIN WARRANTY OCCO-PARTICLARY LOSSON AS DOMINY NO. 186655, W BOOK JUB, AT PAGE 122 OF OFFICIAL RECORDS, BOTHA WATE PARTICLARY TESSON AS FOLLOWS: Tocher with the appropriate durings) interest in sud process's coardn area, ejectrosts and depending the specific whise and section of specific whise appropriate at the section of specific whise appropriate attention of the interest of sad unimated the interest and interest of the coardn areas and interest field recovery. Most and market the state of th THO PARCELS IS ALSO INVOIN AS THE FIRST HOMESTEAD COLMITTY HOMES, A UTAH CONDOMINUM PROJECT. TAGENES WEN THE APPRITIWANT UNIVOIDS WITSEST IN SUM PRACEST COMMEN MERK, EKSENTEN MO OPPOSITE MALENNES WENT OF STREET WAS ALLOWNED TO PRESENT WAS ALLOWNED FOR THE STREET WENT THE COMPOSITION OF THE STREET WENT THE COMPOSITION OF THE COMPOSIT L 42: (PEE SUPLE) WACEL 43: (PEE SHPLE) ARCEL 44. (TEE SWPLE)

THE PROPERTY OF A COMMENTAL ASSESSMENT OF A COMMENT OF A COMMENTAL ASSESSMENT OF A COMMENTAL ASSESSMENT OF A COMMENT OF A COMMENTAL ASSESSMENT OF A COMMENTAL ASSESSMENT OF A COMMENT OF A COMMENTAL ASSESSMENT OF A COMMENT OF A

Summit Engineering Group in Santaral - Chil - Surveying 8 wat genery - As less in the Call - Child - Child - Child

KAMB
REVENDO BY:
BC/ANDJ
ISSUE DATE
10/10/2019

LOCATED IN PORTIONS OF SECTION 27, 28 & 34, TOWNSHP 3 SOUTH, RANGE 4 EAST, SLBAM WASATCH COUNTY, UTAH

S. LAND TITLE SURVEY

A.L.T.A. / N.S.P.

THE HOMESTEAD GROUP LLC.

Mozer

HOMESTEAD RESORT PROPERTY

L19-212 fcr 4 OF 11

142. HIS DOOTPION HAS BODN RETRIEVALLY DOLED.

141. HE RIGHTS OF THE THIRLY TO USE OF PASS THROUGH THE LAND FOR REDIEATION, FRANCESS HID/OF ACCESS.

152. HE RIGHTS OF THE THIRLY TO USE OF PASS THROUGH THE LAND FOR REDIEATION WE EXTEN OF MAY BE STAMMED TO NOT A WAY BE STAMMED BY TOOMAND TO ON RESIDENCE PRINCING (FOR A PPRINCIP OF THE QUERNER TO HIGH.) 134. A RESOUTION APPRIMES A DENICAMENT ADELECT FOR THE FARM SPRING SECONDES, RECORDES ALLY B). 2014 AS DITTEN INC. 402307 IN BODGE 1107 AT PARE 1796 OF OTHICAL RECORDS. (SEE SHEET 11, MOTHER) TO RADII. L.) PAROS, SE EXPRANDES INTO THE BUILDING MEA AND PRIVITELY OWED LOT OF LOT 19, COTTAGES ON TH ORDIX (SHOWN ON SHEET 7) 154, FALLING TO COLIEVY WITH TENIES AND PROVISIONS OF A COLF EASTININT, RECORDS MARCH 20, 2019, AS ENTRY NO. 484875 W BOCK 1247 AT PAGE 2A3 OF OFFICIAL RECORDS. (SHOWN ON SHEET 7) W, Parice, at enchancies onto an improvement along the southerly property line, (shown on syle) η 145. FALLINE TO COMPLY WITH TOMAS AND PROVIDING OF MY EASOEMT IN EAVON OF THE HOMESTEAD COLF DAIR. A UTHAL DEPOSITION RECORDED SEPTEMBER TO, 1988 AS DIRTH FIG. 14635 IN BOOK 702 AT FALLS SY) OF PETRIL RECORDS. (SEE SHEET 8) 6) GAJ COARSE CURT PAIN GOL ENCROLOUS CUTSOC OF PARCELS 28, 30 AND 38, TO THE EAST OF THE PROPERTY LINES. (SHOWN ON SHEET 10) ANDICO EASTANI, RECORDED APR. 18, 2016, AS BHRY HD. 423411 IN BOOK 1156 AT PAZE 122 OF OFFICI. Records (See Salet 11) 148, ROGIT OF NAY AND EASURENT GRANT IN TANOR OF MOUNTAIN FILE, SUPPLY COMPINY, RECOVEED AUGUST 9, 1974, AS ENTRY NO. 107505 IN BOOK 106 AT PACE 464 OF OFFICIAL RECOVEDS, (SEE SPEET 9) K.) PARCEL 58 ENCROACHES ONTO THE MAPPONEMENT AND PROVATELY CONCELL LOCATED ON LOT 42, THE LINKS AT THE HOMESTEAD PLAT B. (SHOWN ON SHEET 10, AFFECTS PARCEL, 36) H.) PARCEL, 38 DICHOLOUES ONTO MAYNOLICHTS AND PRIVATLY OMNED LOTS WHICH THE LINES AT THE HOMESTELD PIOP PLAT B. (SHOWN ON SMEET 10) I.) GAP IN THE LEGAL, DESCRIPTION EXISTS BETWEEN PARCEL, 38 AND PARCEL, 44. (SHOWN ON SHEET 16) J.) FINCE LINE ENCROAGES GUYSDE THE SCUTHERLY BOUNDARY OF PARCO, 36, (SHOWL ON SHEET) ž 3 KALLER TO COLUMN THIS THIS WAS IN-PROSECTED OF AN EXCENT CHESTED OF THE AMORE HALF OS. S. INCHESTED CHESTED OF THE WAS A UNIVERSITY OF THE WAS AND THE WAS A UNIVERSITY OF THE WAS AND THE WAS AND THE WAS A UNIVERSITY OF THE WAS AND THE WAS AND THE WAS A UNIVERSITY OF THE WAS AND THE BOUNDAY AGEDIENT AND MEDICENT TO GOLF COURSE LUCINSE ADRESMENT RECORDED JAMMAY 14, 2003 AS Bittey No. 353081 in Book 600 at PAGE 436 of Official Records, (Show on Speet 7) 113. Annie 10 DOSY 1911 2015 son Produce pr. FYSTIAL, LOMBIET NO SERVICE STYLE 147. FALRE TO CHOST WITH THESE AD PROSEDUCE OF A CALL CORREST UNDER ADMINISTRY HAS LIKE OF WHITH CONTROL AND EXTERNING ALL CHORSES, RECORDED RECEIVED SA, PIECE FOR THOSE AND EXTERNING CONTROL RECORDES. 124. AGRENOTI IN BAIT BOUNDAY AGRENOTI, DATED JUNE 24, 2007, BY AND BETWEEN YE HOMESTEAD, THE, A UTHAN CONVENTION AND INDEPETED. SETTEMS RECORDED JUNE 28, 2007 AS DIREY ME, 2222-221 IN BOOK 54.J AT PARE, HOGO FORTOM, FORTO A RESOLUTION BY METRY CITY COMICS, CONSUMED TO THE ASSIGNMENT OF ALL RIGHTS AND RESPONSIBILITIES. INVISET THE PRESENTED RECORDED MAY 31, ONL AS DIFFER AS A SISSES AS BOOK 1035. AT PARE DAS OF OTTOAL RECORDS. 111. EASDRINS, HOTES AND RESTRICTIONS AS SHOWN ON GRNOOL NAUD PLUD. PLAT "TH" SUBDIVISION PLAT RECONDED MAY 31, 2005 AS BITRY NO. 283742 IN BOOK 736 OF PLATS AT PACE 328. (SEE SVEET 7). 11.2 EASEATS, HOTES, AND RESTRICTIONS AS SHOWN ON ORNOR, MAD PLAT, TO'S SHOWNSON PLAT RECORDED MAY 31, 2005 AS DRIRY MA, 265745 N BOOK 736 OF PLATS AT PARE, 338, (SEE SHEET 7). ILA ACCES EXEMENT IN FAVOR OF WILLIAE COMMUNIES, LIC AS SHOWN ON THE MOMAY WLACE FALLS. THAT I'VE SUGNISHIN THE ECONOLS, HE ZAY, ZOGA AS DITTER HAMBER 186738 IN DOOR 774 AT PARE. 347 OF OFFICIAL RECORDS, FROMM ON SHITT II) assurately of Profis Uniors (Colamandra of Easandri Record) honewer 22, 2010 as drifty ho, James In Book 1025 at Pale 1731 of Official, Records, (Sysiam on 94ET 10) 114. GAMT OF LORLIGHT FOR CONSTRUCTION AND MANTENESS OF WISTENITS COLLICTION AND TRANSPORTATION PROMISED, IN TAKING TO WANTE PROMISED IN FORMARY IS, 2000 AS DERIVE THE, 2000 TO BE SEED AND THE SEED AN HIS. A DECLARATION AND STANT OF EXCENDING SY AND RETHERN FOR POINT, LLC, A UTAN LANTED LUBBLITY COLARANI MOR UTAN HANGE RELEASED COLARANI, KI LING HOSPORATION AND THE MORESTREAD, REV. OF UNIT OURSONATION RECURED ANALYTH, 2008 AED DITT ALE 2008 IN 500K SET AT PACE 117 OF OFFICIAL RECURED. 117. AN EXBURY CARGORATY FOR STEELING NE. A UTH COPORATION FOR VANTORS, LLC., A VIFM HURST LIGHTN COPANY RECORD. HINOT SZ, 7506 AS DIRET NO. 2832H N DOOK 631 AT PASE 577 OF GTT-ALK RECORDS, (1978H N) 522T 8) IN ACCESS ON DITTE CONTROL AS GOOD TO SEE A FOUR TO ME WOUNDED TO WHAT IN LANGE TO THE MEASURED TO MEASURE THE MEASURE TO MEASURE THE MEASURE TO MEASURE THE MEASURE TO MEASURE THE MEASUR am assomant of inghts under petwetujal easiasht peconeed komuner 22, 2010 as drifft his, 364666 In book 1023 at Page 1743 of Gatoal, peconds, (5409m on 946et 7) 125. AGEDIOTI IN THAT BOUNDARY AGEDIOTI, DATD ALLY 8, 2007, BY AND RETREN THE HOMESTEAD, INC., A UTIL OF CONTROL ORDER AT THE DEBENET FAIRT, LLC., A INTHE MADED LIBERT COMPANY RECORDED ALLY 10, 2007 AS DRIVEN, AZZAZIA NI BOKK BH AT PAGE 182 OF OFFICIAL ROOPES, (SHOWN ON SEET 19). 177. RESENVINGS AND RESPECTING CONSIGNAT AS DISCLOSED BY THAT COSTAIN MEDICED CLAY CLAW LIED BY AND EXTENDENT LACK A COSTAIN A 128. THS DICEPTOR HUS BEDY WITDIGHALLY DIGITED.

128. HY UNECOBED LEAF DECIMED BY THE HOMETERD, Mr., AS LESSOR, AND THE HOMETERD CHAIRS, Mr., AS LESSOR, AND THE HOMETERD CHAIRS HAVE AND THE WITDIGHT HOUSE HOMED HOW DIGITED. WITDIGHT HOUSE CHAIRS HOW THE MAY BE OF BYTHING THE MEDITORY.

WHEN, MY, 2008, AS STRIFF HIS, 35,358, M BOOK SHA AT HOME END BY HIS HOUSE. 13). A RESCUIDIO OF THE CITY COUNCY OF THE CITY OF MONNY COUNTY OF WIGHTH, UTAH EXCUSING A MASTER PLAN REFLECTOR OF THE STATE OF THE STATE RECORDED OFFICIER OX, 2006 AS ENTRY HE, SANTON PROSESS. LEASABIL, B. FAND OF OWN DEPOTEMBRY, A DOUBLO CORPORADA, A FRESTRIA EXEGUIT OF A DOUBLE SERVICE SERVICE SERVICE OF THE SERVICE 126. FALLEE TO CODAR,Y WITH TEAL AND PROVISIONS OF THOSE TEAPOWAY TURNINGUING EXERCENTS AND SEVER LARGEST AS IT OF THE COTING, PLAT FOR THE MOST AT THE AMERITATION LIAL, PLAT THE ALACKST CA, 2007, AS DITRY FALL SEVERAL OF FITCH, RECORDER, SHAWN ON SERTE 149. A FAMER TO COMEN WITH THE ME OF PROPERTY OF METALONIC ADMINISTRATION OF STORY RECORDS TREADER OF 200 AS OF THE METALONIC STORY OF STORY RECORDS TREADER OF 200 AS OF THE METALONIC STORY OF STORY RECORDS TREADER OF 200 AS OF THE METALONIC STORY OF THE ME NOTE. THE PRESSNIT OMETSYIP OF THE LEASENILD RIGHTS AS DISCLOSED BY THE HEREN-ABOVE MENTONED LEASE AND MAY OTHER WATERS AFFECTING SAID LEASE AND SHOWN HEREN. (SEE SHEET 10) NI LIGINOTI AMEDIOTI BY AND ECTNERS THE HORESTELD, INC. A UTHA CORPORATION AND VALLAGE COMMINIST, L.C., A VITAIN LIMITED LIGHANITY COMPANY RECORDED, ALBUSTS IN, 2008 AS DITHY NO. LYBURS BOOK BY TA A PARK STAY OF OFFICIAL RECORDS, (SHOME NO SHEET II) A RESULTION OF WEIGHT OF TO COURCE, REPORTED AN AMERICAN TO THE PROSECTION REPORTED AND WAS TRANSPORTED AND AMERICAN FOR THE PROSECTION AND THE PR TA. INST DESTYON HAS REDA HERDINGHALT OBLETE.

TA. INHER TO DACE THE REDA MEDIFICIOR OL FERRILA LEGISMA PAR DELIGAE SENTINCE

TA. REMEDIC NATIO PECURIER TA, TANA, HI FANGE OF REPUBLICADE, CARL OLD, R.C. RECORDE DECORDE

TA, TANA, AS DIRET HO, LINEM HI BOOK HE AT FAILE NAS OF OFFICIAL RECORDS, EEE SHEET II) 165. FALIEC TO COMPLY WITH TENS AND PROMEOUS OF A PERFETUL, EASTBOOT AND EQUITABLE SENTING:
AMERICAN CARDON, CANDO AND "13, 2000, BY AND SETTINED THE HAMESTAND LODGE, IC, AND THE MEMESTERD OUTS
CLUB, MAY RECORDED JAME "13, 2000, AS DITRY HIS ASSETS WE BOOK SOT A! PAGE, THE OF OTTICAL RECORD
(SEE SMEET 19). ANDRONON TO OCCURATION AND GRANT OF EASTHORT RECORDED JALY 27, 2007 AS ENTRY NO. 322813 IN BOOK 146 AT PAGE 536 OF OFFICIAL RECORDS. 113. FAMES TO COMPY WIT MANS AND REPORTING OF A PROPERTY, LEASENFE TO COMPANY OF COMPANY AND A MEMBERS TO A CONTINUE AND A USE OF MATCH LICE, A USH WHITE DUBLIT COMPANY AND THE REGISTRED CLINE. ACCORDING MANURY 11, 2006 AS DIRTY NO. 28508. H BOOK STI AT PACE 107 OF OFFICIAL CHORUS, SET ASSETTING TO SET OF COMPANY. COMMUNITY CENELOPIENT AND RENEWL ARENCY OF WEINNY CITY RECENDE JALY 10, 2010 AS BITRY NO. Nobes in Book 1017 at Page 636 of Official Records. (Afficiang all Parces) g The state of the s FALINE TO COMPLY WITH THE TENS. AND PROFESSIONS OF AN EXESSION FOR BOLD COURSE PURPOSES, GRANITE IN PARTY FOR the Remarkships OLD CLUB, Mr. A. IN THE AND CONFIDENTIAN EXCENSES ALS AND THIS MAS ENTER MA. INSERT MA. IN THE MASS AND AN AND THE MASS AND CONTINUES OF CO FEMALE TO COMPAY WHIN NET THE AME PROPRIESTS OF ALL EXCENTER IN COLLEGES WHIN AND SALECT TO FEMALE OF THE AMERICA OLY COLORS MATTOR AND RECORDED TREALMENT IN THAN AS DIFFER AN ASSETT OF A USBADING TO COLORS FOR AND A WAY THAN AS DIFFER AN ASSETT OF THE AND A USBADING TO RECORD THAN AS DIFFER AN ASSETT OF THE AND ASSETT OF THE ASSETT FALINE, TO CORPY WITH TENS AND PROMODING OF AN ELEGIBOT IN CONJUNCTION WITH AND SLIBECT TO REC THE PARTIES OF TO CORPY WRITHER MATERIAL TRANSPORT THE WAS AND THE THE THE HAS NO EXEGUATE ON CLUE CORPY EMPRESS CONTINUES AN THAN OF THE PRINCIPLES ON CLUE, THE ALL STORM CONTINUES, RECORDING AND THE SALE THAN THE HACK HE BOOK TO AT THE PARE THE OF OTHERS, RECORDING AND CORPY AND THE PARE THE OF OTHERS, RECORDING AND THE PARE THE OF THE PARE THE PARE THE OF THE PARE THE PARE THE PARE THE PARE THE PARE THE PARE THE OF THE PARE SUBSCOUDIT EASDMOIT RECORDED JUNE, 30, 1886 AS DITRY NO. 140010 N BOOK 201 AT PAIR. 102 OF OFFICIAL PECONICS. MASSONENT EASONENT RECORDED JAINE 30, 1988 AS ENTRY NO. 148011 IN BOOK 201 AT PAGE 104 OF OTHORA ECONOS. MARECOURT EASTACH RECORDED JANE, 30, 1888 AS BHIRY NO. 146012 IN BOOK 201 AT PAIC 108 OF OFFICIAL RECORDS, (SHOWN ON SHEET 8) AN EXCENSION OUT, ACROSS OR PRECUEN THE LAND FOR BAS TRANSACSION AND DESTRUMENTON, AND INCORPINA PROCESS, AS CHANGED TO MAINTENEN SPACE AS CHANGED TO MAINTENE THE STATE OF THE SECRET (PROCESS, SPACE OF THE THE STATE OF THE PAGE AS OF OFFICE (PROCES, SPACE OF SHIET IO) THE WORK OF THE WAY THE WORK OF THE WORK O 97. SCHER EMEMBRI AS SET OUT ON THE OFFICIAL PLAT FOR SMSS OPER PULD, PLAT A RECORDED MAY IN 1983. AS EMBY NO. 1780BB OF OFFICIAL RECORDS. A BERTH DE ELESTED IN EAVED GE UNITANT OF A PUTOTI USE ENTETTULE LEGENTE AND ROOT-OF-BY FOR CONSTRUCTION OF ORDINAL AND MANIBORNEY OF A BUILD PROLIEGE AND BEAUTHD FACURES, AND WHOSE, AND PRACING A PRINCH OF THE SABERT PRECISION PROLIEGE AND BEAUTHD FACURES, AND THIS DISTANCE AND AND THE SABERT PROPERTY RECORDED AND AND THE SABERT BOOK 313, PAGE FALME TO COMPLY WITH TENES AND PROVISIONS OF ELECTRICS CONNEED BY THE REST HOMESTEAD PARTIESS. A LIVEN LIMITED PROVISION OF THE HOMESTEAD OF THE WOODEN ON THE WOODEN OF THE WOODEN ON THE WOODEN OF THE M ESEMENT FOR A OUT COURSE AS GOWITD TO THE HOMESTEDD COST CLUB, INC., A UTHA CORPORATION B THAN CORTION INSTITUTION RECORDED AAM: 30, 1884, AS DATHY NO. 140000 IN DOCK TOY AT FALE BE OF OFFICIAL RECORDS. SJEETCULOTT EASONDITT RECORDED JUNE 30, 1888 AS ENTRY NO. 146098 IN BOOK 201 AT PAGE 100 OF OTHERA PECORDS. EASIMONIS GRANTED TO THE MOBILY SWEITINGN EISTRET FOR THE PROPOSE OF CONSTRUCTION, MANTENMEZ MODIS OF A SISTEM WITH OPER, MODISON NO PROSECULA PORTION OF THE SUBSECT PROPERTY, ESCHOOLISM, AMEN SON, SHALE AND THE NOT THE WASHING OF CHIRAL, RECORDS, GROWN ON SHEET AT B). FALINE TO CRAFT WITH TEMS AND PROVISIONS OF AN EXCENDIT IN TAXOR OF THE HOACSTELLO EDJE CLUB, NOT, A LUTHA CORPACTION INCIDENCE SPETURED 30, 1981 AS DRITY NO. 1574,30 IN BIODY 233, A1 PAGE 498 OF 097502. RECORDS, (SHOWN OR SHETT.?) A RIDAT OF RAY AND EASURDT RE FAURD OF MODALINA RED. SUPRAY COUPHAY, TO LLY, MENTINA, OPDIATE, REPARE, INSECT, INSECT, ENDOISE, OR RED. SUPPORTING THE SURE NAME OF THE SURE NAME OF THE SUBJECT PRODESTY. THE SUBJECT PRODESTY HAS DESTRIBATION FAZULIES, REMODES AND ADDRESS AND DESTRIBATION FAZULIES, REMODES AND ADDRESS AND DESTRIBATION FAZULIES, REMODESTY AND SUBJECT PRODESTY. RECORDED MARCH 11, 1882, BOOK 23A, PAGE 681, DITEY RO, 158634 OF OFFICIAL RECORDS, (SEE SEET 9) 100, INVITIBLING EASTMOTH AS SHOWN ON THE OPENICIBALD CONDOUNNESS PLAY "N", RECONDED MONEANER OA, 1986 AS DRIWN NO. 1905-00 IN BOOK 335 AT PACE SSI OF OFFICIAL RECONDS. (SHOWN ON SPEET 7) CORECTION OF EASTLATES AND BIGHTS-OF-MAY GRANTED TO CORRECT BETICKES AND EBROSS HI THOSE EXEMBRIS BREWINSLY ERANGED TO RESPONDENT RECORDS. AND FINE IS, 1850, AS DITTEY ON, 153070, IN BOXO, 222, PARE AND OF OFFICIAL RECORDS. HARIAL ADMODMENT OF EASUADIT RECORDED JUNE 25, 1988 AS DITRY NO. 204412 IN BOOK 356 AT PAGE. 513 OF OFFICIAL RECORDS, (SEE SHEET 8) EARDACHTS, HOTTS, AND RESTRICTIONS AS SHOWN ON SURDIVISION PLAT RECORDED OCTOBER 21, 1917 AS ENTRY NO. 1879CO IN BODIC 3A2 OF PLATS AT PAGE 142, (SEE SHEET 10) HORSTRAD GLY COARCE MATTR ADRENGAT, AND THE TENSE AND CONDITIONS THEORY, THE THE FORMATION CONSTRUCTION AND OFFIAINS OF THAT COSTINUES RETURNED TO AS THE HAMSTEAN COST COARCE, RECORDED FEBRURE 18, 1888, BOOK 187, PIACE 733, BRITY HE, 14488 OF OFFICIAL RECORD (ANDERTRA ADRIGMENT HETCHROLD, ALL PARCELS) EASEANS GANTED TO BE MOTION SANTATION DISTRICT FOR THE PARFORE OF CONSTITUCTION, MANTENAMEN AND USE OF A SERVICE MAN WAR OTHER CANAGE AND REMOVED A PORTION OF THE SERVICE PROPERTY, RECORDED, AND BOOK OF ONE AND AND OTHER CANAGE AS DITHIN TO A HOSING OF OTHER ECONOMIC SPORM ON SECTI 10) CORRECTION OF EASINGTIS AND MONTS—OF MAY GRANTED TO CORRECT DEFOCKES AND ERRORS IN THOSE EASINGT WANDER, AND AURITED BY THE STRUMENT RECORDED JUNE 13, 1950, AS DETITY NO. 152468, IN BOOK TIE, 1950, OF STRUME RECORDED JUNE 13, 1950, AS DETITY NO. 152468, IN BOOK A ROFI G" BAY AND EASEAST RE FANDE G" BADBITAR REE, SERVY CORPART, TO LAY, BANKTAR, GEBAR REPAR, RIVEST, FROTEST READE, AND BEACH STORE LESS, VANS WEN, WE AND EASE AND DEED, GAS THE MEMBERSH AND DESTRUMENT FAULTES, HEAGHER AND ACRESS A PORTION OF THE SIBLEST PROPERTY, RECORDED BARRON TI, 1852, BOOK ZAY, PARK, RIM, CHITT ND, 19863 OF GIFBAUL RECORDS (SEE SHEET 8) Fig. A BATTRY LINE CASSAGAT BY FAVOR OF MEDINY COTY FOR A BATTS PROLINE, AND RELATED FACILITIES, ACROSS, UNCORN, AND BROAD A PORTION OF THE SABASET PROPERTY, RECORDS, ANNIHITY 4, 1984, BOOK 33.1, PAGE 713. DATE WITH AN 1981 OF OTTICAL RECORDS, (\$POSIN OS SELT? 7) scure exement as set out on the othora, part for shiss orere plud, play a (mishod) records aloust of, 1990, as duthy no, 1884) of othora records (show on seet 10) THE TONG, PROMEDUS AND EASTHORITY CONTANGED IN THE DOCKARITY DUTILIST YOUR LICENSE. MAGNETIVE RECOVER, AND AS SHOWN OF SUREY. SINDE EASURITS AS SET OUT ON THE OPTION, PLAT FOR WICHIGHN SPRINGS PLANED UNIT OCKLOADING (MADING) RECORDS, (SHOWN ON SHEET 10) 10). EARDICHE, NOTES AND RESTRICTIONS AS SHOWN ON HOMBALL ESTATES SUBDIVISION, PLAT A, ANDRODO AUGUSTA RECORDED MAY 00, 1987 AS DITIEY HO, 1941'S HI PAGE 741, ANDRADO TO BAGT BE. THIS CXCEPTION HAS BEEN WITKTHOWALY DILETED. West of the street of the stre A MATERIAL CONTROLLED TO THE C we conserve coursing experience (ASSENT), ESSENTI, USES, CANDOTON, The AN INFORMATION OF ANOTION OF AN INFORMATION OF AN INFORMATION OF AN INFORMATION OF AN GONAT OF EAST-BOTH WEIGHT 4, LIDOY NAMEALL CONFEYS TO MEDINAY SAWITATION DISTRICT A SEWEN LINE.
I EAST-BOTH TOZETHER WITH REALT SAM PROTECTION LINE DATE, AND THE RECORDED MARKET, BY HER RECORDED MARKET, BY HER RECORDED WHILE OF OFFICE AND THE RESERVE THE SEWEN WEIGHT BY ORNAT OF LEGISCHT WEITEN LEIGHAN GRITSCH AND BLODMI GERISCH COMET TO MORNY SANTARON THE STATEN DIE CLEMENT TAINED ANNEY THE ANNEY THE HOUSE WAS RECORDED ANNUARY 31, 1968, BIDDE US, PARE 336, DHINY NO, SORD OF OFFILK RECORDE, STOWN OF SEET 8) PARTICIPATION CONTRACTOR CONTRACT note. The Jadine Early, fourboarts to After the Sublect proporty, but the exact Location Camid be determed because of a blancet of Woodplete Legal desorption (not determined due to Legal) A MONTH OF ALL PURSONS FOR MITS WORN FOR USE WHERE NOW A SETTION MAY MEASURE TO MONTH TO ALL MAY MAY BE A MONTH TO ALL MAY AND THE ALL MAY MAY DEATH, AND AND A MONTH AND A MO AN INDUME WICHEN KILL R. MIGHS AND PALLA MIGHS! KIRNETH G. KOHLIR AND CARREN KOHLIR, ALBA E. Dig And Kill and Dig Successors in Herbiss 170 koment g. Kirler and Bye. Z.Laeyt a Chance Bardanaht and Fince Lief, Gardin Andri G. 1872, Riccidede Manch 13, 1872, Book 78, Pales 278, Biffer Na. 84558 of Optical Riccides, (Spoint on 9681 10) A possitive state of exists then the exist sould called a cereby effection Codeway, who A possitive state of exists when the exists who has been described by the cereby and the cereby an A BRINGHIT GOD BROTCH HOLE, I SCHROTTER CONNETS AND BRINGHITS ALL OF THE INTERFOR THE SOS CONSTRUCTOR HIS THE REAL AND ARCHITECTURE CHE FOR THE CONSTRUCTOR OF THE CONSTRUCTOR HIS THE CONSTRUCTOR HIS THE CONSTRUCTOR HIS THE CONSTRUCTOR HIS THE CONSTRUCTOR THE CONSTRUCTOR HIS THE CONSTRU NOTE. THE ARDNE EAGLAGET PARFORTS TO ATTICE THE SEGRECE PROPERTY, BUT THE EXACT LOCATION CAMPS THE CETTAMED RESIDENCE OF A RAMACT OR HICDARLEE LEGAL DESCRIPTION, (SHOWN OF SHEET?) DESTREAMMENDALIER EXCHANGENCY. Orma of exempts whosh is 7, wether as whither 8, whither comet to adding sampling designed as sets lee exempt toches his real is no approximance there outling normes is, all records normes? As, the course, shown or sets is sets as the course, shown or sets is). GOART OF GLOSACHT WERTEN MOJARD V, INBOOT AND PATRICIAL , IMBROT CONNEY TO AUTHOR SANETANDS INTERC. DATES SANETANDS (SORM OF SECULO SANETANDS). SOR OF SANETANDS (SORM OF SECULO SANETANDS). CONDITIONS CONTINED IN THE BY-LARS OF FIRST HOMESTEAD COLNITIV HOMES ASSICIATION, A HOW-PROFIT THE CONTINENT RECORDED JANUARY 4, 1977 AS DHIRV HG, 109046 IN BOCK 106 AT PAIGE 711 OF OFFICIAL RECORDS. TITLE COMMITMENT SCHEDULE B-2 EXCEPTIONS
TITLE COMMITMENT WAS ISSUED BY FIRST AMERICAN TITLE INSURANCE AGENCY, LLC,
ON FEBRUARY 13, 2019 AS COMMITMENT NO. 041-5948315. AMERIS COMPESPONDS TO ITDA HAMBER ON THE COMMINENT UNDER SCHOOLE 8-2 EXCEPTIONS when the interpretation is written when the control and control and the control and contro A LUDING AS DECIMBED IN THAT COLD COMES LUDING, MAERISCHING OF WAITER SHARES, RECORDED THE CONTRACT AND ASSOCIATED AND ASSOCIATED AS THE CONTRACT AND ASSOCIATED AND ASSOCIATED AND ASSOCIATED ASSOCIA ha exercit is exercit in that exercit ded records and ext. In the exercit is differ in , hadde in book fit, in and service in the exercit in the exercit is an exercit in the exercit in t ACCESS (FOR EACH SET) AND ACCESS SEGNANG. AT A PORT HOSH STALLD SEEL AND EAST ACTS THOU THE EAST CLAMED CONNERS OF SECTION 3 THOMSON SOUTH, NAMEL, ALCA, SALE I AND EAST AND AND REASOND SHOWER SEATH STATEM, WEST \$1200 TEEL HOSE HOMBY SEELLY WEST HEAD TEEL HOSES SOUTH STANDAY EAST RE-IN-FEEL IN-DICE SOUTH STATEM EAST SLOW SEELL ON SEP FORM OF SECHNANG. an exserit as desdreid in flat old. Easencht recorded lanch 20, 2018 as dytht ac, 441675, in Book 1247, at Page, 243 of official, records, einig auge, particulary described as follors: THE PARCEL HAS BEEN INTENTIONALLY DELITED WACEL BR. (LICENSE)

- a modplojnom of deed of trust recorded wardh 22, 2018 as driffy no, 481753 in book 1247 at daes 442 of othola, records promotes that the deed of trust on the colloation secured directly as bed Modpled.
 - 135, EASDIBNIS, NOTES AND RESINCITIONS AS SHOWN ON PARK STHEIC SLIBENISON PLAT RECORDED JULY 01, 2014 AS BRITCH NO. 402206 IN BOOK 1107 OF PLATS AT PAGE 1746, (SEE SPEET 11, NOTHING TO PLOT)
- 10. We chanter, speciment (Kentalinek Canada), estrateria (ken
- 8.) GOJ COJARS CART PATH DICHOAGHNG OUTBIE OF PARCEL 2 ACRESS ADJURNING INSCRIBORS STRP (LOCATED STREET) PARCEL 19, ALT THE MOTHERSTELY FACEDRIFF THE OF PARCEL 12, (SHOWN ON SHEET 7). 138. THE DESCRIPCION HAS BEEN INTERTRANCED TO THAT CORTION SURECY PREPARED BY SAMET EMMELTING DROLD, HE LAND FROM THE WAR OF THE TABLE A) FDHC LINE EMPRONOHING INTO PARCE, 2 AND PARCE, 4 AND LYING QUITIDE PARCE, 3, AT SQUINGRLY EASILIST PROPERTY LINE OF ALL (SHOWN ON SHEET η)
 - T) RECORD LEGAL DESCRIPTION OWEN.AP BETHEEN PAPEL, 20 AND THE PROBST PROPERTY DESCRIPCES IN DIFFINAL (SHOWN ON SMEET II) E.) PECORD LEAL DESIGNATION OVERLYP WITH THE CLARK AND CLYDK, PARKEL AT HORTH DIG OF PARKEL 13. (SHOWN ON SHEET 8) 0.) GOLF COLINSE, CHRIT PATH ENCHOLONIS CHTO WASTEMATER EASEMONT OF PARCEL 8 AND CHTO AOLDHAN PROFERTY ALONG THE SOLTHWESTERLY PROPERTY LINE OF PARCEL B. (SHOWN ON SHEET 7) c) gap coass cart pair engradaes guisse of parce, 3 to the cast and up to howestad (show on sect η)

- FALLER TO COMPLY WITH TIDAS AND PROVISIONS OF AN ELSENDEN ARRESTREN. BY AND ANDRE MCE, NO. S.
 LL.C. A VIVAN LANTO LUBELITY COMPANY, HANDSTREAD, MC., A VIVAN CORPORATION, AND THE HOUSESTELD DOLY
 CLICE, NO., A VIVAN CORPORATION RECORDED MAY 5, 2003 AS DRIFFY NO. 25/467 M 500X 602 AT PACE, 230
 OFFICIAL RECORDER.
- ASSORBED OF REALS LACES EXCENDED FOR AND RETWEEN THE HAMESTEAD, INC., AS ASSOCIOE, AND THE INTEREST OWN CALLES, NE., AS ASSOCIOE, MICHORAGES, RECORDED, APRIL 17, 2019 AS ENTEY IN AND CALLES.

 PARK 117, OFFICIAL RECORDS, USE SELECT TO
- 146, FALLE TO CONFY BETTERS AND PROVIDES OF MA AMERICANT OF AND ESTIMEN HOLISTICA COLD CLIR. HER IN CONFY BETTER AND ENGINEERING STATE OF COLOR AND ESTIMENT AND
 - 14.7 FALLER TO COLIFY WITH TEMS AND PROVIDENG OF AN ELECTROST ICED, RECORDED ALLY 13, 1990, AS DATE NO. 152730 IN BOOK 220 AT PACE IN OF GROUN, RECORDS, (SEE SHEET 9)

 - 148. ROOF OF WAY AND EASTMENT GRANT IN FAVOR OF MICHTAIN FIRE, SUPREY CARPANY, RECORDED 1800, AS DITRY NO, 148418 IN BOOK 207 AT PACE 444 OF OFFICIAL RECORDS, (SEE SEET 9)
- 150. FALUE TO COMPLY WITH TERMS AND PROVISOUS OF AN EASEMENT DEED, RECORDED LINE 35, 1988, AS OFTEN NO. 145998 W 800K 201 AT PACE 48 OF OPPICIAL RECORDS.
- 153. AN EASURDIT GRAFT IN FAVOR OF MOWAY SANTATION DEFINITY, RECOGNED JUNE 30, 1885, AS DYTRY HO, 145588 IN BOOK 201 AT PAGE 44 OF OFFICIAL RECOGNS, (SHOWN ON SHEET B)

THIS EXCEPTION HAS BEEN MIEN

LOCATED IN PORTIONS OF SECTION 27, 28 & 34, TOWNSHIP 3 SOUTH, RANCE 4 EAST, SLB&M WASATCH COUNTY, UTAH

Summit Engineering Group Inc.

5 OF 11

HOMESTEAD RESORT PROPERTY

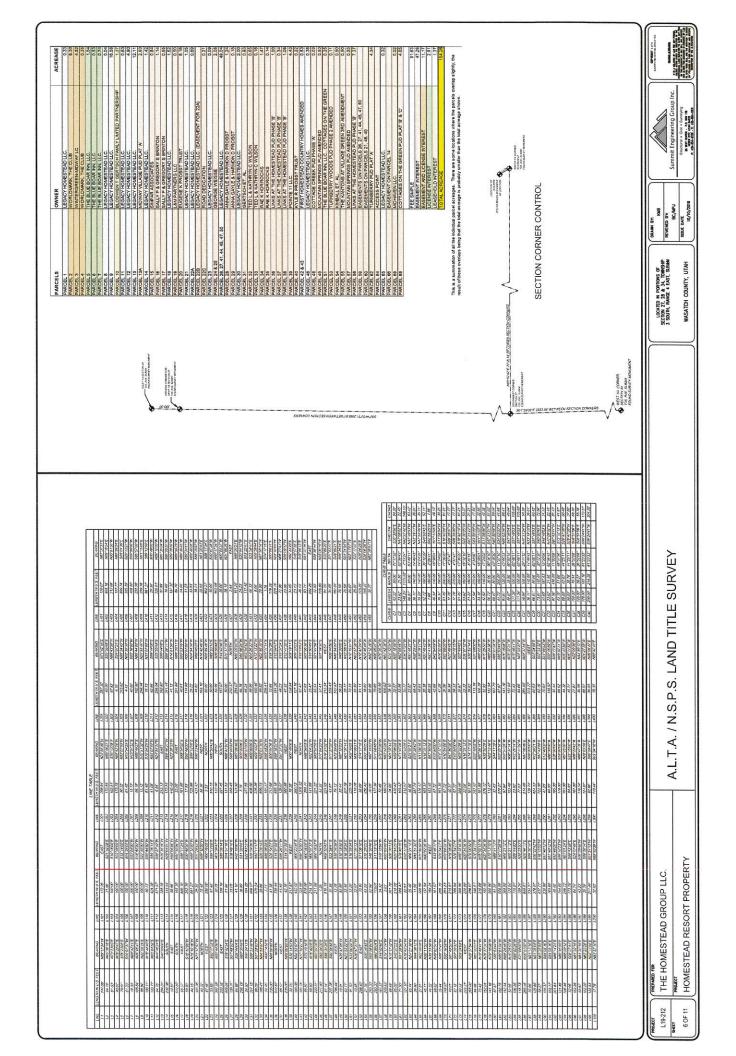
THE HOMESTEAD GROUP LLC.

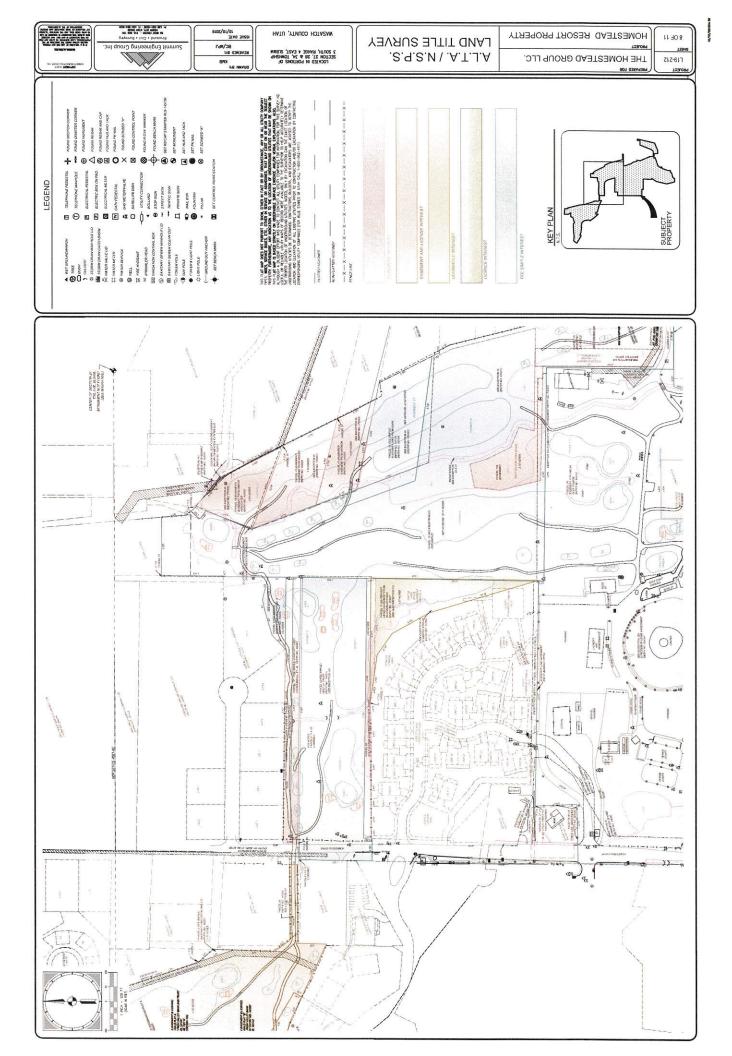
L19-212

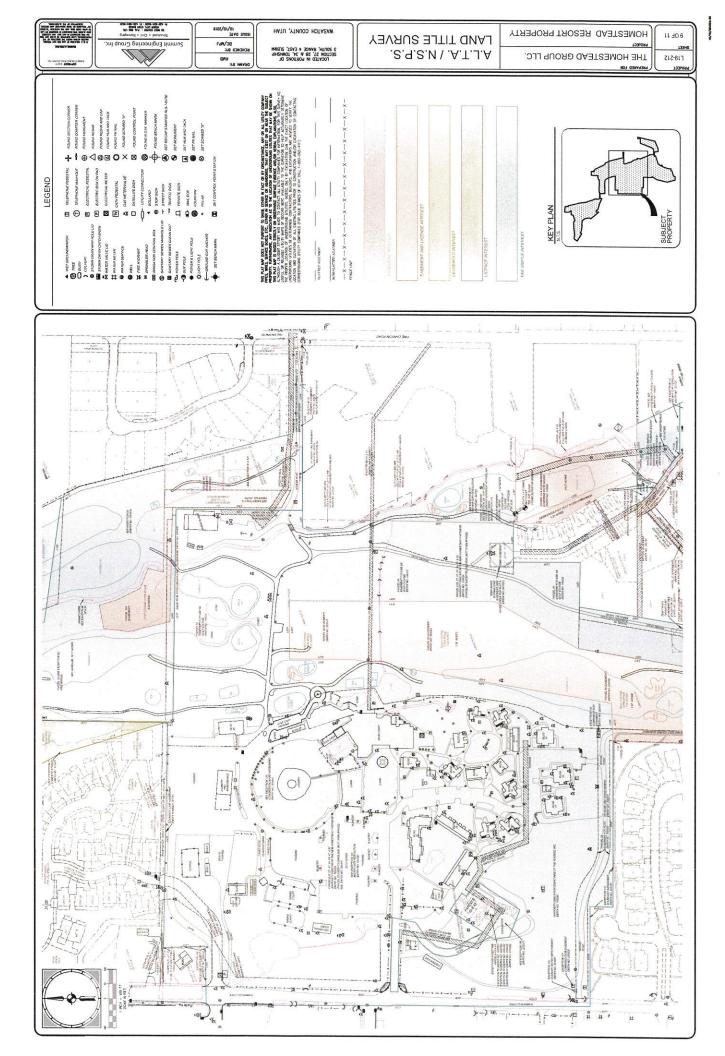
A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

REVEWED BY:
BC/MPJ ISSUE DATE 10/10/2019

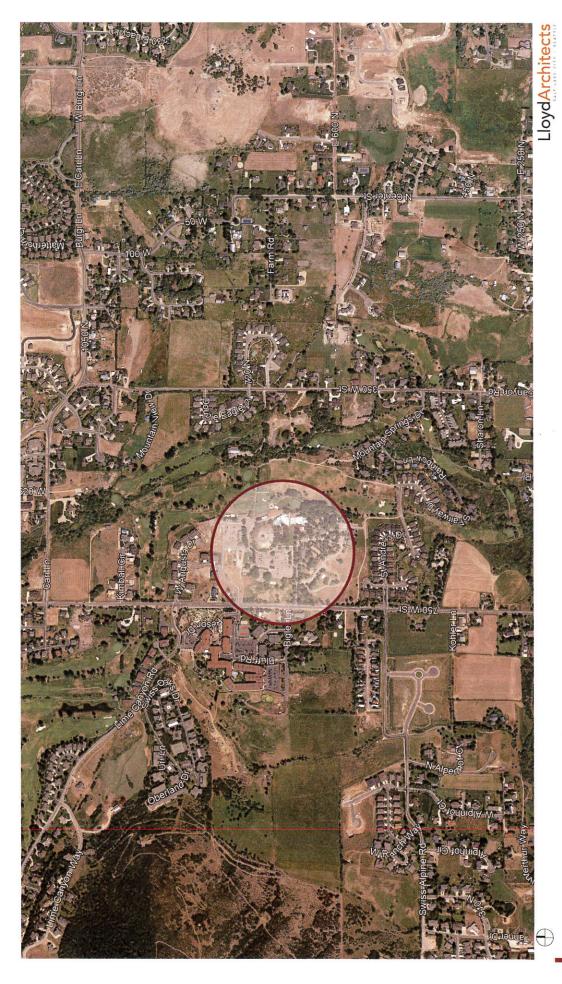
IS NET CHITTO - P.O BOX I'M HOSEN OTY, WHY SACE CA. 454-4238 - P. 454-452-423







WASATCH COUNTY, UTAH HOMESTEAD RESORT PROPERTY A.L.T.A. / N.S.P.S. LAND TITLE SURVEY THE HOMESTEAD GROUP LLC. L19-212 PAYOTE SF EASTERNT FOR ESE AS SOLF COMMA ANTONIO 1450S



FFKR | LANDSCAPE & PLANNING

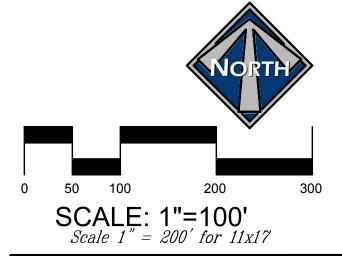
HOMESTEAD RESORT CONTEXT AERIAL
JANUARY 4, 2021

-

EXHIBIT B-1 (2021 MASTER PLAN)



RESOLUTION 2021-02
HOMESTEAD RENOVATION AND
EXPANSION MASTER PLAN
DEVELOPMENT AGREEMENT WAS
SIGNED ON MARCH 2021



SHAKESPEARE-THE HOMESTEAD
2024 MASTER PLAN AMENDMEN

2021 APPROVED MASTER PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

HOMESTEAD RESORT | PRELIMINARY PLAN | SITE CONCEPT

JANUARY 4, 2021

FFKR | LANDSCAPE & PLANNING

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

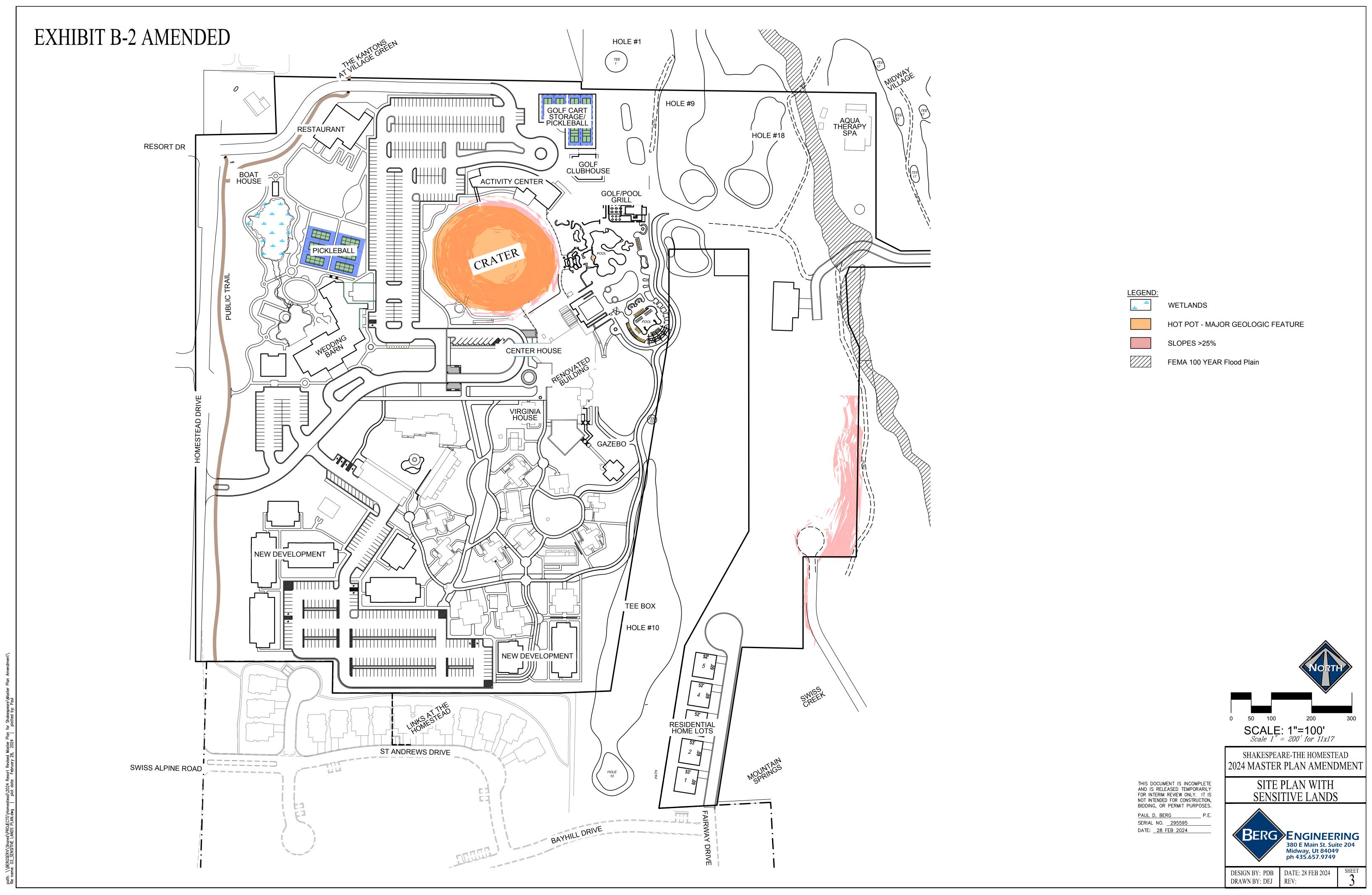
PAUL D. BERG

SERIAL NO. __295595

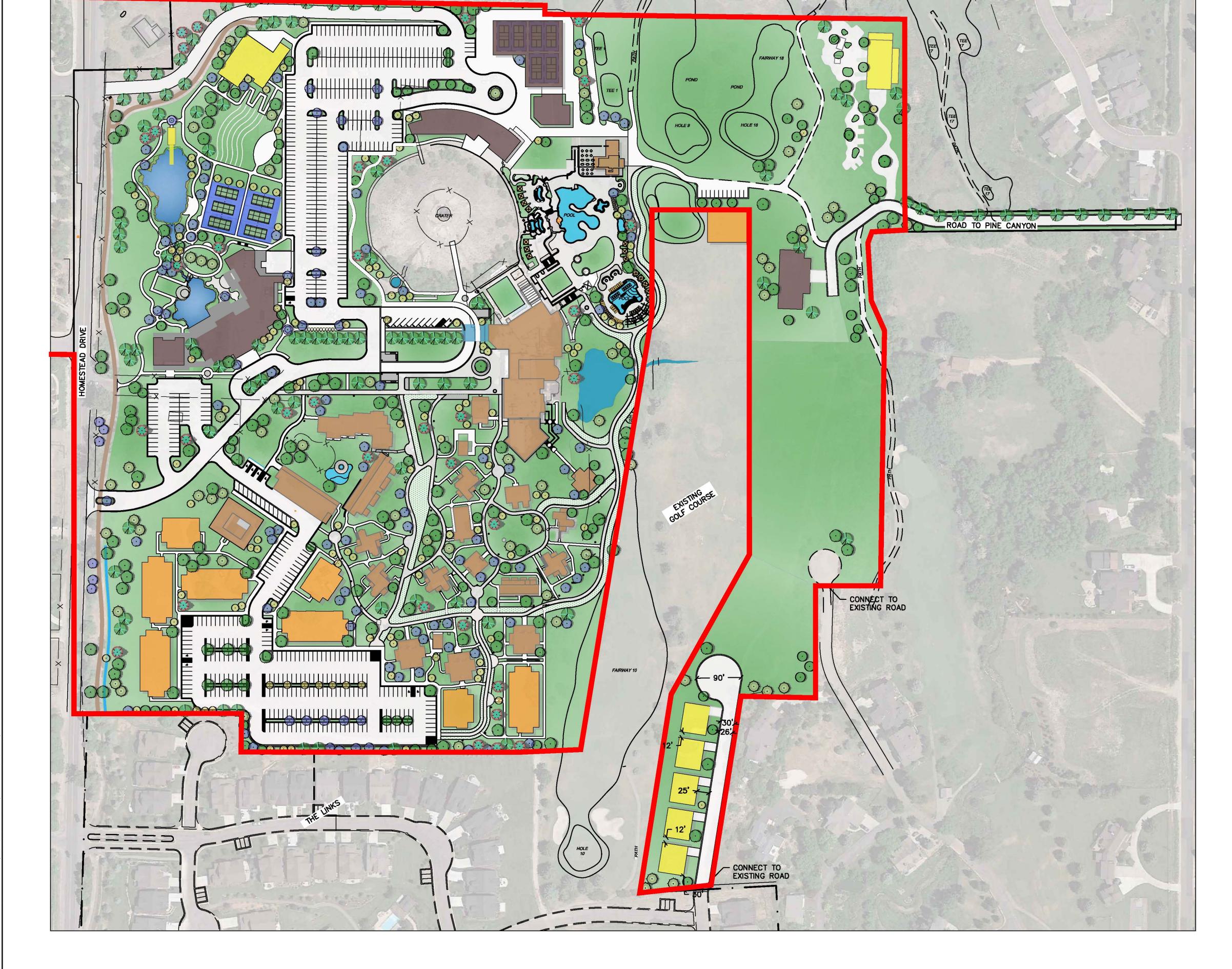
DATE: __28 FEB 2024

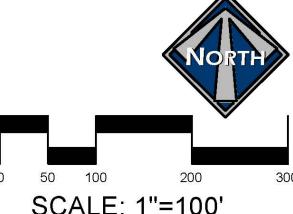
EXHIBIT B-1 AMENDED (2024 MASTER PLAN) **LEGEND** +25% UNBUILDABLE SLOPES EXISTING BUILDINGS APPROVED 2021 MASTER PLAN BUILDING THAT HAVE NOT BEEN CONSTRUCTED APPROVED 2021 MASTER PLAN BUILDINGS BUT WITH A REVISED BUILDING LAYOUT OR NEW LOCATION PROPOSED NEW CONDO BUILDINGS IN 2024 AMENDED PLAN GRASS PAVER FIRE LANE DRIVEWAY TO PINE CANYON SECONDARY ACCESS TO PARKING, GOLF, SPA, AND DIVE/ACTIVITY CENTER BOAT HOUSE WITH OVER-WATER DECK PIZZA FARM RESTAURANT WITH GREENHOUSE AND GARDEN AREA SUPPORT (4) MAIN PARKING AREA GOLF CART STORAGE BUILDING (FLOOR 1) PICKLEBALL COURTS (FLOOR 2) GOLF CLUBHOUSE AND SPA ARRIVAL AQUA THERAPY SPA PICKLEBALL COURTS CRATER WITH IMPROVED VIEW/AMENITY AREA AT THE TOP POOL AMENITY AREA WITH UPPER ADULT POOL AREA WITH INDOOR/OUTDOOR POOL, SPAS, INFINITY EDGE POOL, CABANAS, AND A LOWER FAMILY POOL AREA WITH ZERO-ENTRY POOL, WATERFALLS, TODDLER AREA WITH VIEWS OF MAIN POOL AREA, SLIDE, FIRE PITS, CABANAS, GUEST SERVICES ACCESS BELOW FITNESS 11) PASTURE AND ORCHARD AREA ALONG HOMESTEAD DRIVE WEDDING BARN WITH ACCESS TO NEW POND AREA. NEW 2024 BUILDING 14 (13) NEW CENTER HOUSE WITH PORTE COCHERE ARRIVAL MAIN ARRIVAL DRIVE RELOCATED TO THE SOUTH TO CREATE MORE MEANDERING APPROACH 15) FAMILY REUNION UNITS WITH OPEN LAWN, NATURAL THEMED SPLASH PAD, PLAYGROUND AREA AND FIRE PITS GARDEN VIEW UNITS WITH MULTIPLE GARDENS WITH PATHWAYS, WATER FEATURES AND SEATING - EXISTING CUL-DE-SAC (17) BALLROOM FUNCTION LAWN AND WEDDING PAVILION (18) FUTURE GUEST CONDO UNITS (19) GUEST PARKING AREA (20) GOLF LEARNING CENTER (BUILDING REMOVED FROM MASTER PLAN. USE INCLUDED IN GOLF CLUBHOUSE) FAIRWAY 10 (21) SINGLE FAMILY HOMES (5) HORSE STABLE AND BARN (REMOVED FROM MASTER PLAN) GOLF WARM-UP CAGE FUNCTION LAWN WITH ROSE ARBOR STRUCTURE TO PROVIDE SHELTER AND SEPARATION BETWEEN LAWN AND ADJACENT PARKING / FUTURE PARKING EXPANSION IF NEEDED AMPHITHEATER AND STAGE AREA - INSTALL WALL BEHIND BACK OF CURB TO SCREEN NEW ACTIVITY CENTER RELOCATED PUTTING GREEN SCALE: 1"=100' Scale 1" = 200' for 11x17 ENHANCED POND WITH TERRACES, WATER FALLS AND BON FIRE LOCATION. VIRGINIA HOUSE UPGRADES FOR GUEST CHECK-IN SHAKESPEARE-THE HOMESTEAD GOLF MAINTENANCE BUILDING 2024 MASTER PLAN AMENDMENT CONNECT TO EXISTING ROAD MILK HOUSE THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY 2024 MASTER PLAN (32) POOL AND GOLF GRILL FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, PARKING STALL BIDDING, OR PERMIT PURPOSES. PAUL D. BERG THE LINKS PROPERTY SERIAL NO. 295595 THE HOMESTEAD PROPERTY DATE: <u>28 FEB 2024</u> BERG ENGINEERING 380 E Main St. Suite 204 Midway, Ut 84049 ph 435.657.9749 THE HOMESTEAD/THE LINKS CROSS SECTION DESIGN BY: PDB DATE: 28 FEB 2024

DRAWN BY: DEJ REV:



RECREATIONAL RESORT ZONE BOUNDARY (RZ)





SCALE: 1"=100' Scale 1" = 200' for 11x17

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG SERIAL NO. <u>295595</u>

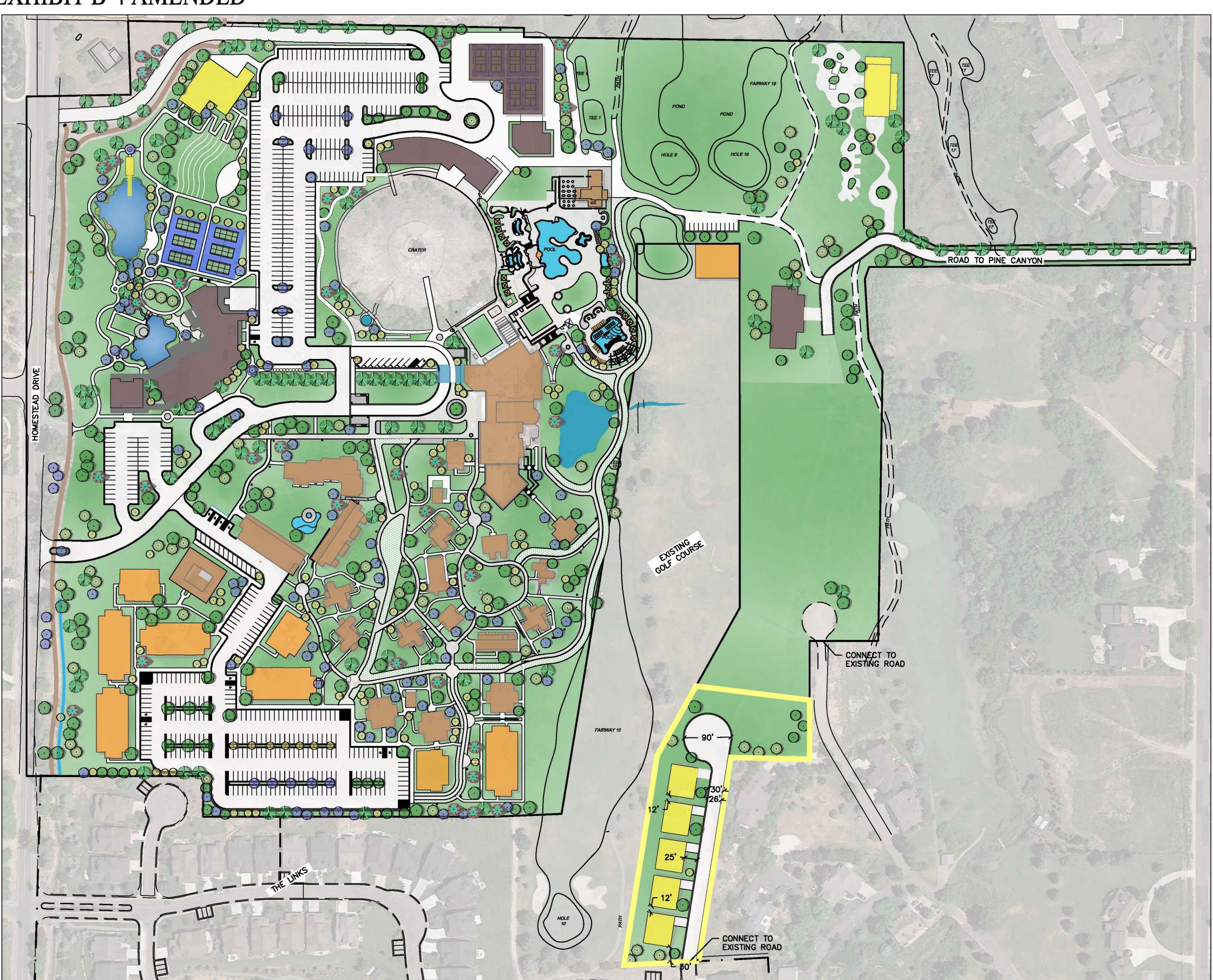
DATE: 28 FEB 2024

SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

RECREATIONAL RESORT ZONE BOUNDARY



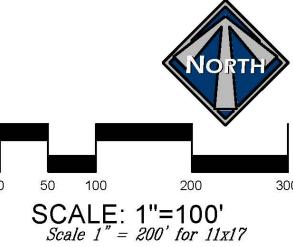
DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:



<u>LEGEND</u>

GOLF COURSE COTTAGES AREA

APPROVED MASTER PLAN AMENDED MASTER PLAN 3.61 AC 2.04 AC



SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

GOLF COURSE COTTAGES

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

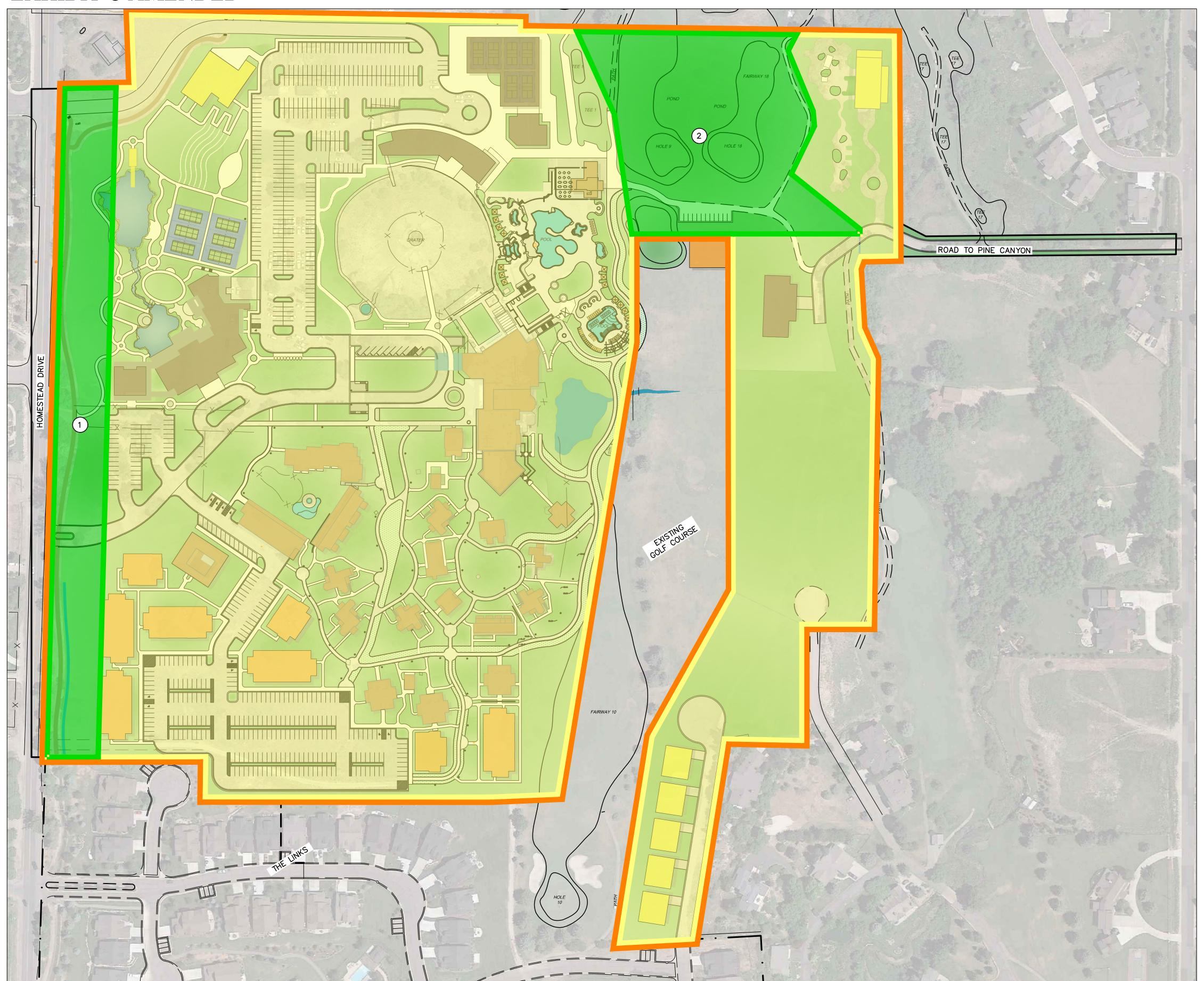
PAUL D. BERG SERIAL NO. <u>295595</u>

DATE: 28 FEB 2024



DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:

EXHIBIT C AMENDED



<u>LEGEND</u>

DEVELOPABLE AREA IN RESORT CORE

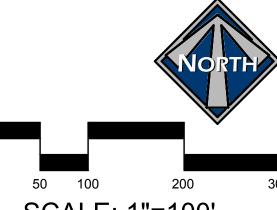
HOMESTEAD RESORT CORE: 50.57 ACRES

100' OPEN SPACE ALONG HOMESTEAD DRIVE: 3.00 ACRES

PERMANENT OPEN SPACE IN RESORT CORE: 6.49 ACRES

GOLF COURSE OPEN SPACE IN RESORT CORE: 3.49 ACRES

ONLY THE RESORT CORE AREAS SHOWN ON THIS EXHIBIT MAY BE DEVELOPED. GOLF COURSE OPEN SPACE OR OPEN SPACE ALONG HOMESTEAD DRIVE INCLUDED IN THE MASTER PLAN IS PROHIBITED FROM DEVELOPMENT.



SCALE: 1"=100' Scale 1" = 200' for 11x17

SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

RESORT CORE OPEN SPACE &

BUILDING AREA



DESIGN BY: PDB DATE: 28 FEB 2024 DRAWN BY: DEJ REV:

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.

SERIAL NO. <u>295595</u>

DATE: <u>28 FEB 2024</u>

Exhibit D

Kantons Easement

Access and Utility easements as shown on the plat for The Kantons of Midway P.U.D. recorded April 12, 2006, as Entry No. 299707, in Book 845, at Page 509, and as Amended plat for The Kantons of Midway P.U.D. recorded June 12, 2007, as Entry No. 321488, in Book 942, at Page 82, and as Second Amended plat for The Kantons of Midway P.U.D. recorded May 15, 2014, as Entry No. 400867, in Book 1105, at Page 25 all of Official Records.

EXHIBIT E



PRELIMINARY PLAN MOUND INFRASTRUCTURE HOMESTEAD RESORT JANUARY 4, 2021

LEGEND:

- Oncrete stair structure to top of crater
- (2) Flagpole at top of crater
- Water cascade and basin feature from top of crater, down to base of the south west face of crater
- Protective railing around perimeter of crater top (2)
- Top of crater includes pavers, seating, and other amenities within the fenced area (8)
- (6) Metal bridge over crater opening
 - Safety fencing and netting over crater opening
- Access path to interior of crater, approximate dimensions = 6' wide x7' tall
- (69) Hardscape pathway around base of crater
- (10) Pool and spas built at base of crater (11) Outflow pipe from crater

LloydArchitects

FFKR | LANDSCAPE & PLANNING

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Midway City P.O. Box 277 Midway City, UT 84049

QUITCLAIM DEED

THE HOMESTEAD GROUP, LLC, a Utah limited liability company, Grantor, does hereby convey and quitclaim to MIDWAY CITY, a Utah municipal corporation, Grantee, the property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference. ("Property").

USES AND OBLIGATIONS

- A. **Public Access:** The parties agree that the Property deeded to Grantee shall be available to the general public as a recreational pathway for all types of recreational activity ("**Trail**").
- B. Trail Construction and Maintenance: Grantee, at its sole cost, shall have the right to construct, reconstruct, repair, maintain, replace, and/or monitor the Trail built on the Property, including, but not limited to repairing pavement and/or trail surfaces, replacing material, repairing systems, and controlling erosion, weeds, litter, etc. Grantee, at its sole discretion, shall choose the type of surface for the Trail, which may include a permanent, impervious covering such as pavement or asphalt, and/or a backcountry surface such as gravel if deemed appropriate. Should a flood wash out or damage the Trail, Grantee shall have the right to reconstruct it, and to do any necessary fill work or install any necessary structures (i.e. culverts, bridges, etc.) needed to assure the Trail has continued connectivity and functionality. Grantor shall have no obligation nor responsibility regarding on-going maintenance of the Trail.
- C. **Tree Removal:** Grantor shall remove, at its sole cost and expense, all trees currently growing between Homestead Drive and the west edge of the Trail. Once these trees are removed, Grantee will have the ongoing obligation to control tree and weed growth between the Trail and Homestead Drive. Grantor shall remove all trees and existing overgrowth within the 2' feet area on the east of the Trail so that the Trail can have an appropriate shoulder.
- D. **Tree Installation:** Grantor and Grantee agree to share equally in the costs to plant trees along the eastern edge of the Trail, which will serve the purpose, over time, of providing a protective barrier between the Trail and golf course.
- E. **Net Installation:** Grantee, at its sole expense, shall install netting along the eastern edge of the Trail for the purpose of protecting those using the Trail from the golf course, including any errant golf balls. Nets will be placed in height and location as deemed necessary by Grantee's engineer in consultation with Grantor. Nets will further be of a type and appearance approved by Grantor. Grantee shall have all on-going maintenance obligations regarding the netting and shall maintain the same in good condition and repair. It is understood that the trees planted along the eastern edge of the Trail will, over time, create a natural barrier between the Trail and the golf course, and that the netting may be removed once Grantee and Grantor mutually agree that the tree growth is sufficient to protect the public and

users of the Trail. In the event Grantee fails to maintain the netting as required herein, and fails to remedy the same within thirty (30) days after receiving written notice from Grantor, Grantor may perform such maintenance whereupon Grantee agrees to immediately reimburse Grantor for the costs incurred by Grantor in completing the same.

- F. **Irrigation Lines:** There are several irrigation lines owned by Grantor that run into the Property being deeded to Grantee. Grantor shall remove these lines at its own cost prior to Grantee building the Trail.
- G. **Utility Easements:** There are also several main utility lines that run from the road under the Property being deeded to Grantee. Grantee does hereby grant a utility easement for each of these existing lines, in a width of 20 feet, to Grantor for the sole purpose of maintaining, operating, replacing and servicing these utility lines onto Grantor's property. Grantor understands that a paved trail will be installed over these existing lines and that any needed maintenance or repair to the lines that require alteration or repair of the trail will be the sole responsibility of Grantor.
- H. Landscaping: Grantee shall use care in installing the Trail so as not to unreasonably cut or remove vegetation or existing landscaping around the Trail. Grantor shall be responsible, at its sole cost, for all landscaping on the east side of the Trail.
- I. **Reverter:** In the event the Property ceases to be used as a public recreational pathway, Grantee, at the request of Grantor, shall promptly reconvey the Property to Grantor, without cost, free of the obligations imposed upon the Property as provided for herein.
- J. **Liability:** Grantor shall have no liability for injury associated with or caused by the Trail, and Grantee shall indemnify and hold Grantor harmless from the same.
- K. Law: This Deed shall be governed by the laws of the State of Utah both as to interpretation and performance.
- L. **Joint Venture:** This Deed in no way creates any type of agency relationship, joint venture, or partnership between the Grantee City and Grantor.
- M. **Entire Agreement:** This Deed, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.
- N. **Attorney's Fees:** Each party represents that it has the authority to enter into this Deed. The prevailing party in a dispute regarding this Deed shall be entitled to recover its reasonable attorney's fees and costs.

DATED as of the <u>25</u> day of <u>March</u>, 2021.

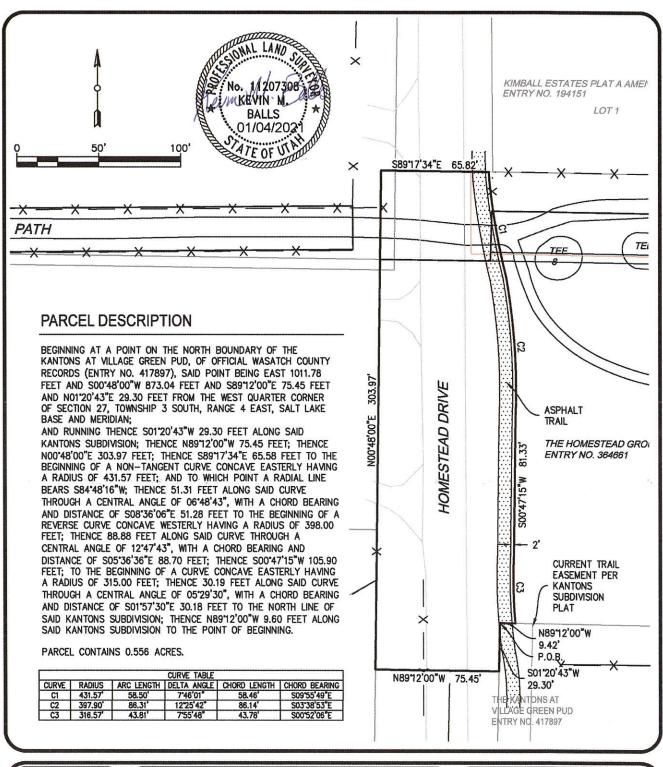
[Signatures and Acknowledgments Follow]

SIGNATURE PAGE TO QUITCLAIM DEED

THE HOMESTEAD GROUP, LLC,	
a Utah limited liability company	
By: Scott Jones	
Its: Manager	
Ç	
STATE OF UTAH)	
la l ss	
COUNTY OF Wasatch) ss	
Acknowledged before me this 25 day of $$, 2021, by Scott Jones, Manager of THE
HOMESTEAD GROUP, LLC, a Utah limited liability	company
55 E	
	/// / / / / / / / / / / / / / / / / /
	Jourlum Whaters Treluctor &
	NOTARY PUBLIC
E .	
	NOTARY PUBLIC
	ABRAHAM W PATINO RODRIGUEZ COMM. #708578
	MY COMMISSION EXPIRES
	OCTOBER 04, 2023
	STATE OF UTAH

SIGNATURE PAGE TO QUITCLAIM DEED

CITY OF MIDWAY, a Utah municipal corporation	ATTEST:
By: Celeste Johnson Its: Mayor	By: Brad Wilson City Recorder SEAL:
STATE OF UTAH) COUNTY OF WASALO	
Acknowledged before me this 13 day of MIDWAY CITY, a Utah municipal corporation.	, 2021, by Celeste Johnson, Mayor of
JENNIFER SWEAT Notary Public, State of Utah Commission # 698252 My Commission Expires On December 24, 2021	NOTARY PUBLIC



PROJECT: L20-117	01/04/21	PROJECT: HOMESTEAD TO MIDWAY CITY	S5 WEST CENTER P.O. BOX 178 PEER CITY, UT 84032 F: 435.854,9229 F: 435.854,9231
SHEET:	DRAWN BY: KMB	EXHIBIT 'A'	Summit Engineering Group Inc. Structural • Civil • Surveying

Z:\SEG PROJECTS\CURRENT PROJECTS\L20-117 MIDWAY CITY HOMESTEAD TRAIL EASEMENT\WORKING FILES\SURVEY\DWG\L20-117 MIDWAY TRAIL EASEMENT.DWG

EXHIBIT G - AMENDED

The Homestead 2024 Amended Resort Master Plan Additional Water Right Calculations

February 27, 2024

Prepared by: Paul Berg, P.E., Berg Engineering

Project Information

Tables 1-3 provide the water right requirements and additional water uses for new The Homestead Resort Master Plan.

Resolution 2008-09 A Master Plan Development Agreement for The Homestead Resort states in Section 3.1(b)(4) - Water "On May 5, 2008 the Midway Advisory Board determined that the Developer owns or leases enough water to provide an additional 107 acre-feet of water which is necessary to serve the improvements (including the golf course) identified on the project."

Existing uses at The Homestead that will be replaced with similar facilities are not considered in the analysis. New or expanded uses must dedicate additional water rights. These new or expanded uses are calulated below. Credits for existing uses that will be removed are also shown. Existing uses that will be replaced within the resort include the golf clubhouse, restaurants, conference rooms, house keeping and existing restrooms.

The water right calculations below are based on the amended master plan dated February 27, 2024.

There were 12.90 acres of irrigated area within the existing Homestead resort core prior to the 2020 improvements.

The new master plan will irrigated an additional 2.40 acres.

The existing site has 0.72 acres of ponds.

The new master plan contains a new 0.11 acre pond near the wedding barn

These numbers should be verified once the final landscape plans are completed.

Table 1 - Water Use Requirements

	Water Requirement			Return Flow	Total Required	
Use	Quantity Unit		Source of Requirement	Requirement	Quantity	Unit
Irrigated / landscaped area	3.00	acre-feet/acre	Midway Water Board	0.00	3.00	acre-feet/acre
Hotel resort unit	150	gpd/unit	Table 1, Utah Code R309-51	1.77	0.30	acre-feet/unit
Restaurant	35	gpd/seat	Table 2, Utah Code R309-51	1.77	0.07	acre-feet/seat
Swimming pools	10	gpd/person	Table 2, Utah Code R309-51	1.77	0.02	acre-feet/person
Retail and commercial	500	gpd/toilet	Table 2, Utah Code R309-51	1.77	0.99	acre-feet/toilet
Visitors (conference) center	5	gpd/person	Table 2, Utah Code R309-51	1.77	0.01	acre-feet/person
Spa and activity center	25	gpd/person	Table 2, Utah Code R309-51	1.77	0.05	acre-feet/person

Table 2 - Change in Water Uses at The Homestead

Table 2 - Change in Water Oses at the Homesteau								
Quantity	Unit							
-12	units							
2.40	acres							
0.11	acres							
5	homes							
68	units							
130	seats							
35	seats							
206	person							
2	toilet							
300	person							
50	person							
40	person							
	Quantity -12 2.40 0.11 5 68 130 35 206 2 300 50							

Comments

Only 12 existing units to be removed, 125 of the existing 137 units will remain. less than previous plan (4.61 acres) due to additional parking and buildings

Previous master plan had 0.07 acres

Previous master plan had 5 homes

3 - 6 unit building, 5 - 10 unit building (Previously 49 units).

See note 4.

Based on occupancy calculations on building permit plans.

See note 1.

Additional mens and womens toilet stalls in commercial and amenity areas Conference Center removed. (Previously 864 persons)

Table 3 - Additional Water Needs for The Homestead Resort

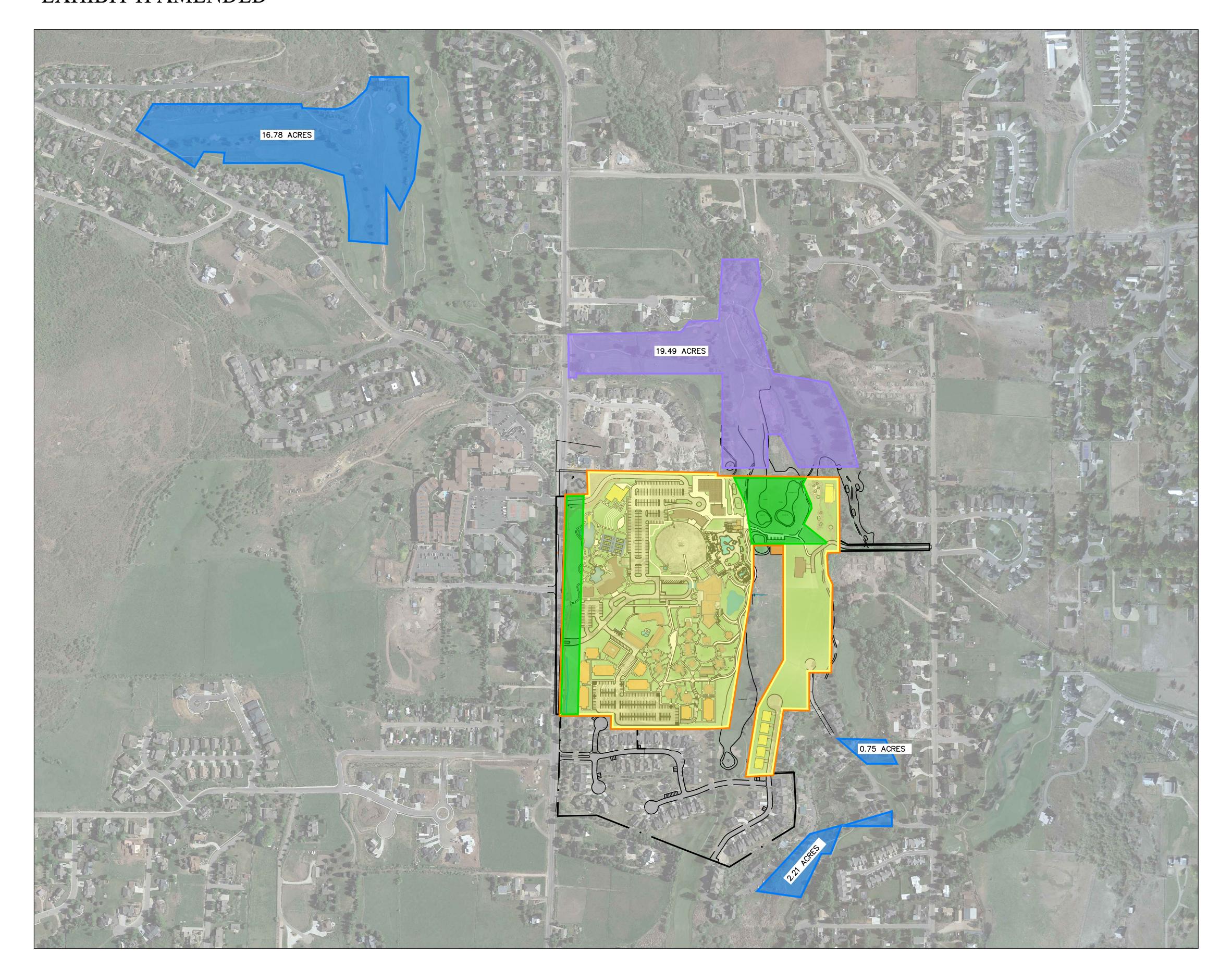
	Project		Water Requirement		Total
Use	Quantity	Unit	with Return Flow	Unit	(acre-feet)
Credit for removed hotel units	12	units	-0.30	acre-feet/unit	-3.60
Irrigated area added to resort	2.40	acres	3.00	acre-feet/acre	7.20
Pond area added to resort	0.11	acres	3.00	acre-feet/acre	0.33
Residential homes	5	homes	0.80	acre-feet/home	4.00
New guest condo units	68	units	0.80	acre-feet/unit	54.40
New restaurant spaces	130	seats	0.07	acre-feet/person	9.10
Additional restaurant (Milk House)	35	seats	0.07	acre-feet/person	2.45
Swimming Pools	206	person	0.02	acre-feet/person	4.12
Retail and commercial	2	toilet	0.99	acre-feet/toilet	1.98
Wedding Barn	300	person	0.01	acre-feet/person	3.00
Spa	50	person	0.05	acre-feet/person	2.50
Activity Center	40	person	0.05	acre-feet/person	2.00

87.48 acre-feet

Notes:

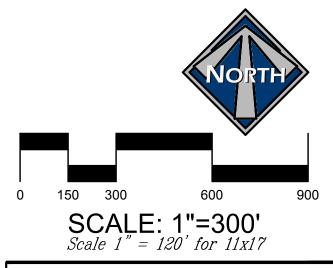
- 1. The existing swimming pools, hot tub and fitness center has an existing capacity of 194 people. The new swimming pools have a proposed capacity of 400 people for a net difference of 206.
- 2. 1 acre-feet per year = 892 gallons per day
- 3. The Midway Water Board policy was recently changed from 1.0 acre-feet per home to 0.80 acre-feet per home. This change represents a 1.77x return flow. The previous policy was 2x.
- 4. The existing restaurants have a 172 seating capacity (Simons 96 and Fanny's 76). The new restaurants, bars and lounges have a capacity of 302 for an increase in restaurant capacity of 130 seats.
- 5. Per the building permit application the Milk House food and beverage outlet has a occupancy of 35 people.

EXHIBIT H AMENDED



<u>LEGEND</u> RESORT CORE: 50.57 ACRES DEVELOPABLE AREA IN RESORT CORE: 39.94 ACRES PERMANENT OPEN SPACE IN RESORT CORE: 6.49 ACRES GOLF COURSE AREA OWNED BY THE HOMESTEAD THAT IS NOT IN THE MASTER PLAN: 19.49 ACRES

GOLF COURSE OPEN SPACE IN MASTER PLAN: 19.74 ACRES



SHAKESPEARE-THE HOMESTEAD 2024 MASTER PLAN AMENDMENT

> HOMESTEAD RESORT OPEN SPACE



DESIGN BY: PDB DATE: 28 FEB 2024 REV:

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.

SERIAL NO. _295595

DATE: _28 FEB 2024

EXHIBIT J - AMENDED

The Homestead

2024 Amended Master Plan

Resort Master Plan Parking Calculations

February 27, 2024

PARKING NEEDS OF A DEVELOPMENT WITH DIFFERENT TYPES OF USES AND BUSINESSES

The parking for The Homestead needs to be able to support the peak day, peak hour demand for the various uses and businesses within the resort such as the hotels, spa, restaurants, retail shops, golf course, resort employees, etc.

ELEMENTS OF PARKING DEMAND

To determine the amount of parking that is required for a large scale development with different types of uses the following items need to be considered:

Type of Facilities Seasonal Variations Peak Day Use Time of Day of Peak Use Shared Parking

Different facilities are known to have different peak parking accumulation patterns When such uses are combined in a mixed use development, the total number of parking spaces required is less than the sum of the spaces required when the same facilities exist as stand-alone developments.

- Transportation and Land Development, Institute of Transportation Engineers

MIDWAY CITY ORDINANCE

Section 16.13.39 of the Midway City Zoning Ordinance provides the off-street parking standards for Midway City. Section 16.13.39.D states that "..the total number of parking spaces shall not be less than the sum of the requirements for each of the individual uses. Nevertheless, if the applicant can show, by using nationally recognized studies, the City Council may reduce the amount of parking."

Table 1 - Proposed Uses at The Homestead

Use	Quantity	Unit	
Residential Homes	5	homes	Previous master plan had 5 homes
Existing Guest Rooms	125	rooms	
New Guest Condo Units	68	units	Previous master plan had 49 new guest units
Wedding Barn	300	people	
New Conference Center	0	people	Conference center has been removed from plan.
Center House Ballroom	175	people	
Center House Restaurant and Bar	172	people	
Golf Grill	58	people	
Pizza Farm	52	people	
Activity Center	70	people	Based on architects estimates for new building
Spa Treatment	12	people	
Spa Pools	50	people	
Swimming Pools	400	people	
Golf Club Lounge	20	people	
Golf Course	88	people	18 groups of 4 plus 4 groups warming up
Pickleball Courts	30	people	6 courts x 4 people per court plus 6 people waiting
Amphitheater	100	people	Based on maximum capacity of previous concerts
Employees	25	employees	Esimated employees during peak evening hour

RESORT PARKING DEMAND

- Seasonal Variations

Peak use of recreation facilities occurs during summer period

- Time of Peak Use

Time of Peak Hour Demand is 7:00 - 8:00 pm

Peak day demand factor for hotel room parking 0.84 (2)

Peak hour demand factor for hotel parking is 0.95 (3)

Conferences mostly over in evening, 50% demand during peak hour period

Swimming pool demand on 75% during evening peak period.

Amenity and commercial/retail use drops to 75% during evening period.

Only 1/3 of staff is working during evening peak period. Maid service, maintenance, cleaning has gone home for the day.

- Shared Parking

60% of convention center attendees are hotel guests (1)

60% of the people at the restaurant are hotel guests (1)

60% of the recreational and amenity users are guests at The Homestead

Sources:

- (1) International Association of Conference Centers
- (2) Parking Generation: A Summary of Parking Occupancy Data, Institute of Transportation Engineers
- (3) Shared Parking, The Urban Land Institute & Barton-Aschman Associates, Inc.

Table 2 - Required Parking Spaces for The Homestead Resort Master Plan

Table 2 Hoganious annuig opace				ing Standard	Parking Space	Peak Day	Peak Hour	Factor for	Required	
Use	Quantity	Unit	Quantity	Unit	Subtotal	Factor	Factor	Hotel Parking	Spaces	
Estate Homes	5	home	2	per unit	10	0.84	0.95	1.00	8	Midway Code 16.13.39.A.1
Existing Guest Rooms	125	rooms	1	per unit	125	0.84	0.95	1.00	100	Midway Code 16.13.39.A.4
New Guest Condo Units	68	units	2	per unit	136	0.84	0.95	1.00	109	Midway Code 16.13.39.A.4
Wedding Barn	300	people	1	per 2 people	150	1.00	0.95	0.40	57	Midway Code 16.13.39.A.5
New Conference Center	0	people	1	per 2 people	0	1.00	0.95	0.40	0	Midway Code 16.13.39.A.5
Center House Ballroom	175	people	1	per 2 people	88	1.00	0.50	0.40	18	Midway Code 16.13.39.A.5
Center House Restaurant and Bar	172	people	1	per 2 people	86	1.00	0.50	0.40	17	See Note 1.
Golf Grill	58	people	1	per 2 people	29	1.00	1.00	0.40	12	See Note 1.
Pizza Farm	52	people	1	per 2 people	26	1.00	1.00	0.40	10	See Note 1.
Activity Center	70	people	1	per 2 people	35	1.00	0.75	0.40	11	Midway Code 16.13.39.A.5
Spa Treatment	12	people	1	per 2 people	6	1.00	0.75	0.40	2	Midway Code 16.13.39.A.5
Spa Pools	50	people	1	per 2 people	25	1.00	0.75	0.40	8	Midway Code 16.13.39.A.5
Swimming Pools	400	people	1	per 2 people	200	1.00	0.75	0.40	60	Midway Code 16.13.39.A.5
Golf Club Lounge	20	people	1	per 2 people	10	1.00	0.75	0.40	3	Midway Code 16.13.39.A.5
Golf Course	88	people	1	per 2 people	44	1.00	0.75	0.40	13	Midway Code 16.13.39.A.5
Pickleball Courts	30	people	1	per 2 people	15	1.00	0.75	0.40	5	Midway Code 16.13.39.A.5
Amphitheater	100	people	1	per 4 people	25	1.00	1.00	0.40	10	Midway Code 16.13.39.A.7
Employees	25	employees	1	per employee	25	1.00	1.00	1.00	25	Midway Code 16.13.39.A.4

Total Parking Spaces Required for Resort 46

Parking Lot Spaces 609
Garage Parking in Homes 10
Total Parking in Master Plan 619

Notes:

- Section 16.13.39 of the Midway City Zoning Ordinance requires 1 parking space per 250 sq. feet for restaurants.
 This analysis uses seating capacity instead of square feet which is a more accurate method to estimate parking for restaurants.
- 2. Golf course occupancy is based on 4 golfers per group and 1 group per 18 holes plus 4 groups warming up = 88 people.
- 3. The maximum number of daytime employees at The Homestead is 75. Number during peak evening period is 25.
- 4. Renovations for a food and beverage outlet are proposed for the Milk House building. This outlet is for guests of the resort and is not anticipated to generate traffic from outside of the resort.