Midway City Council
21 July 2020
Work Meeting

Homestead Resort /
Master Plan Amendment

CITY COUNCIL WORK MEETING STAFF REPORT

DATE OF MEETING:	July 21, 2020
NAME OF PROJECT:	Homestead Resort Revitalization
NAME OF APPLICANT:	The Homestead Group, LLC
AUTHORIZED REPRESENTATIVE:	Scott Jones
AGENDA ITEM:	Master Plan Amendment
LOCATION OF ITEM:	700 North Homestead Drive
ZONING DESIGNATION:	RZ

ITEM: 2

Scott Jones, agent for The Homestead Group LLC, is proposing is proposing to amend the Homestead Master Plan that was approved in 2008. The proposed amendment includes remodeling of existing hotel rooms, building additional hotel rooms, construction of new facilities that include an event barn, golf clubhouse, golf cart storage barn, golf maintenance building, restaurant with greenhouse, amphitheater, pool grill, spa, renovation and expansion of the main building, animal stable and public trail along Homestead Drive. The master plan is 72.01 acres and contains 64.26 acres of open space. The property located at 700 North Homestead Drive and is in the 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 (2008 Master Plan). The 2008 Master Plan and its accompanying development agreement included hotels, commercial space, cottages, and amenities. The density of the 2008

Master Plan is 245 units with 453 keys (lockout units.) The proposed amendment includes remodeling of existing hotel rooms, building additional hotel rooms, construction of new facilities that include an event barn, golf clubhouse, golf cart storage barn, golf maintenance building, restaurant with greenhouse, amphitheater, pool grill, spa, renovation and expansion of the main building, animal stable and public trail along Homestead Drive. The developer is proposing to amend the master plan to create a greater variety of lodging options and to create more amenities that will attract more visitors on a year-round basis.

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 2008 Master Plan. 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 low 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 concept plan on surrounding neighborhoods.
- Economic development
    - Transient room tax
    - Property tax
    - Sales tax
    - Resort tax
    - Residual economic impact on local businesses
- Public trail development

The 2008 Master Plan is entitled under the July 11, 2006 Midway City land use code and the entitlement is effective until August 27, 2058. The 2008 Master Plan contains a provision under section 5 that allows the master plan agreement to be amended if both the City and the developer mutually agree to amend the agreement. The developer has petitioned the City to amend the agreement which leaves vesting rights under the 2006 Midway City zoning ordinance instead of the current RZ code. The City is under no obligation to amend the agreement and should only do so if the proposed plan is more beneficial to the City than the current entitled/vested plan. 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. Items not listed in the 2006 zoning ordinance may be required by the City if the City deems those items necessary to mitigate impacts of the development and to promote community benefits. The City has included several requirements that will be explained in this report.

The property is 72.01 acres in size and will be developed in two phases. It is anticipated that one plat will be recorded that will identify required open space and any required public easements. Since the property will not be subdivided, ownership of the resort will be by one entity. The applicant is proposing to expand lodging options and amenities in the two phases. All roads in the development will be private roads (staff recommends that all private roads will have a public access easement that will be noted on the plat). There will be 64.26 acres of open space included in the proposed master plan. 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 Land Use Code requires that a Master Plan request must demonstrate that approval of the project in multiple phases can occur such that the project can still function autonomously if subsequent phases are not completed. Therefore, the Master Plan application must demonstrate that sufficient property, water rights, roads, sensitive lands protection, and open space are proposed with the first phase to allow the project to function without the subsequent phase. All water rights required will be dedicated to the City as required per phase.

LAND USE SUMMARY:

- 72.01 acres
- 64.26 acres of open space
- Resort Zone (RZ)
- Two phases
- 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 with each phase there is enough open space to comply with the 55% requirement of the code. If phase I has 75% open space, then phase II only needs to have 25% open space if both phases are equal in acreage.

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 2008 Master Plan is 245 units with 453 keys (lockout units.) The density of the proposed plan will reduce density, which could in turn, reduce tax revenue for the City. The proposed new units for the property are 75 which combined with the existing 125 will create a total of 200 units.

Building Area – The 2008 plan approved and required at least 294,200 square feet for building area. There was also a provision that building area could increase up to 367,750 square feet. The proposed plan proposes to reduce building area to 189,724 square feet.

Access – Each phase of the subdivision must meet the access requirements. The development 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 has specific restrictions that are described in an access easement (see attached) that limits access for five lots through The Links. The proposed master plan has at least four buildings accessing through The Links that contain eight units each. Staff feels that a new agreement must be reached by The Homestead and The Links for the proposed units that access through The Links to proceed. There is another access to Pine Canyon Road that will be a maintenance road and, possibly, public trail. 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. The developers feel that this change will create a better entry to the resort and will help save trees on the property.

Traffic Study – The developer has not yet submitted a traffic study. The City can require a traffic study for master plan approval.

Public Participation Meeting – The developers held a public participation meeting in May as required by the ordinance for master plan applications. 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 will

become part of the open space for the development and will be preserved. If any wetlands are disturbed, approval must first be received from the Army Corp of Engineers. The Crater is defined as a major geologic feature in the sensitive lands ordinance and cannot be developed or disturbed, although the crater has been developed in several ways over the past century. The developer is proposing to make the access to the top of the Crater safer. Currently we do not have a proposed plan on how they would like to accomplish this idea. More information is required for the City to evaluate the proposal further.

Trails – The Trails Master Plan contains two trails that cross the property. One is the Homestead Trail and the other is a trail connection from Pine Canyon Road to Homestead Drive. The developer will need to discuss the best option for creating both trails. These trails will help complete the Master Trail plan that will benefit residents and tourists alike.

Architecture Theme – The developer is petitioning 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. The developer has explained that he would rather follow the historic and traditional Homestead design of the current structures. The current City code does allow for an exception in Section 16.15.4 (G)(3) which states:

> *Building Design Guidelines. Building design guidelines shall reflect: The community's architectural character choices emphasizing Swiss/European Alpine themes* ***(or other themes as approved by the City Council after a recommendation from the VAC and Planning Commission).***
>
> Also, the 2008 Master Plan states the following:
>
> *Building materials and colors that are compatible with the natural environment and the existing buildings in The Homestead are encouraged.*

Setbacks – The proposed development is designed with the setbacks from the 2006 code in which the current master plan is vested. 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 is asking to amendment the master that would allow for one proposed building to be 40' 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.

Building Area Dimensional Limitations – The 2006 code requires that building coverage not exceed 12,000 square feet per acre or greater than 27.5% of an acre. The applicant has submitted a plan that states that the average building coverage 2,635 square feet per acre which is 6% per acre.

VISUAL AND ARCHITECTURAL COMMITTEE RECOMMENDATION:

The Visual and Architectural Committee (VAC) held their first meeting on July 14th to review proposed renderings of three of The Homestead's buildings.

WATER BOARD RECOMMENDATION:

The Water Board has reviewed the conceptual master plan but has not yet made a recommendation to the City Council. The developer is scheduled to meet again with the board in their next meeting.

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 in the development will benefit the entire community by creating public trails along Homestead Drive and from Homestead Drive to Pine Canyon Road.
- Amenities will be created that will be accessible year-round which will invite more tourists to visit the resort in all seasons.
- 62 acres of property, potentially developable golf course area, will be preserved as permanent open space in perpetuity.
- The proposed plan will not increase density from the vested 2008 master plan

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – 2008 Site Plan

Exhibit 3 – Proposed Site Plan

Exhibit 4 – 2008 & 2020 Master Plan Comparison

Exhibit 5 – Proposed Plan Project Documents

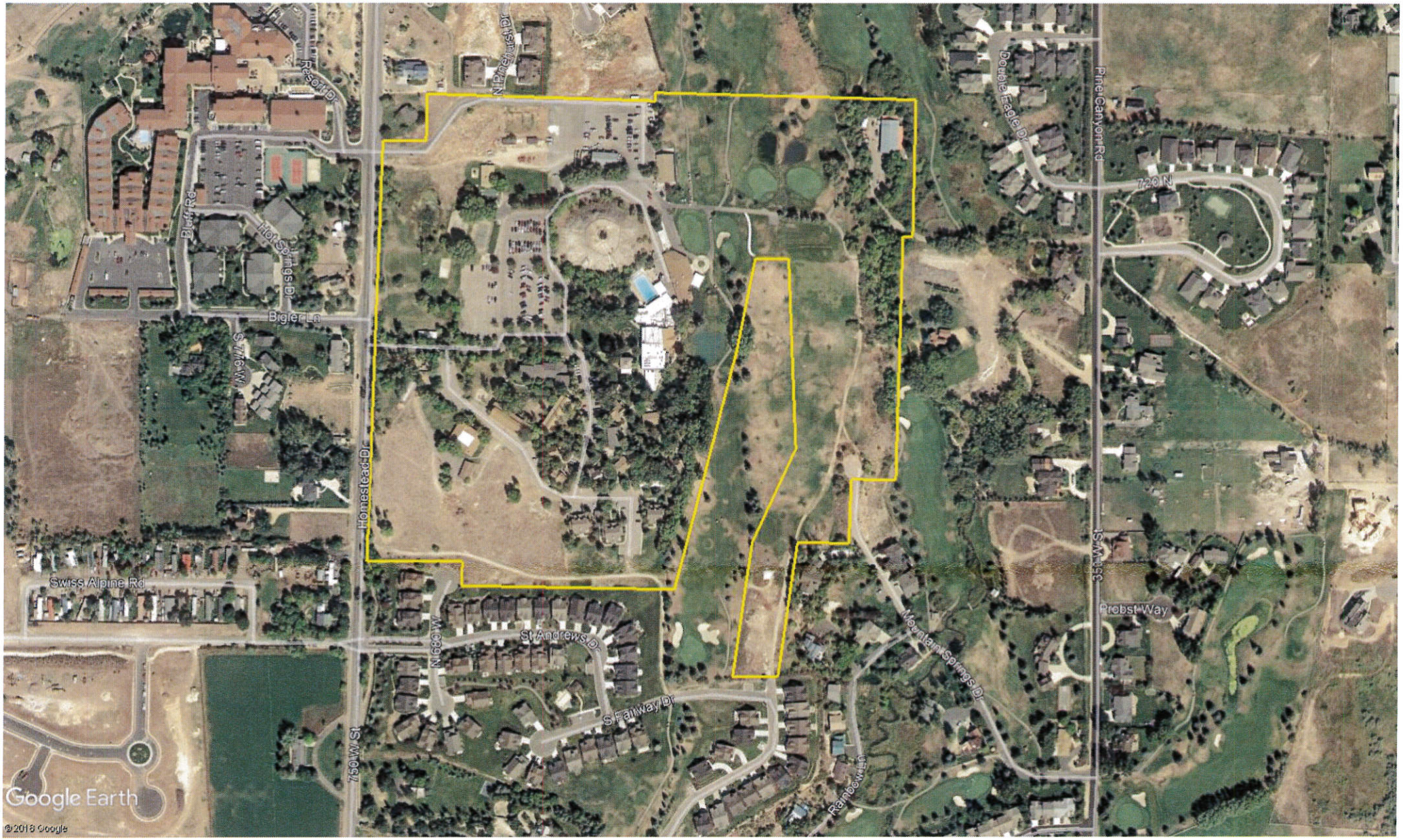
Exhibit 6 – 2008 Master Plan Agreement

Exhibit 7 – Craig Simmons Concerns About Proposal

Exhibit 8 – The Links HOA Comments and Concerns

Exhibit 9 – The Links Access Easement Agreement

Exhibit 1



Resort Dr
N Pinehurst Dr
Double Eagle Dr
Pine Canyon Rd
720 N
Bluff Rd
Hot Springs Dr
Bigler Ln
S 776 W
Homestead Dr
Swiss Alpine Rd
N 680 W
St Andrews Dr
S Fairway Dr
750 W St
Mountain Springs Dr
Rainbow Ln
351 W St
Probst Way
Google Earth
©2018 Google

Exhibit 2

60' 0 60' 120

Scale 1" = 60'

SCALE 1"=120' FOR 11"X17" PLANS

LAND USE TABLE	
TOTAL AREA	72.01 ACRES
RESORT CORE	35.37 ACRES
EXISTING BUILDING FOOTPRINT	116,196 SF
BUILDINGS IN PLAN	294,200 SF
25% BUFFER	73,550 SF
TOTAL REQUESTED FOOTPRINT	367,750 SF
RESORT DENSITY REQUESTED	5,107 SF/ACRE (43% OF ALLOWED)
OPEN SPACE & AMENITIES	55.46 ACRES (77% OF PROJECT)

BUILDING	UNITS	KEYS
SMALL COTTAGES	20 UNITS	40 KEYS
LARGE COTTAGES	40 UNITS	80 KEYS
HOTEL 1	80 UNITS	168 KEYS
HOTEL 3	30 UNITS	60 KEYS
HOTEL 4	30 UNITS	60 KEYS
EXISTING	45 UNITS	45 KEYS
	245 UNITS	453 KEYS

EXISTING BUILDINGS	UNITS	KEYS
COTTAGE 1	6 UNITS	6 KEYS
COTTAGE 2	6 UNITS	6 KEYS
COTTAGE 3	6 UNITS	6 KEYS
COTTAGE 4	6 UNITS	6 KEYS
COTTAGE 5	6 UNITS	6 KEYS
VIRGINIA HOUSE	8 UNITS	8 KEYS
MILK HOUSE	3 UNITS	3 KEYS
1ST HOMESTEAD	4 UNITS	4 KEYS
HOTEL 2	0 UNITS	0 KEYS
	45 UNITS	45 KEYS

TOTAL UNITS	245 UNITS
TOTAL KEYS	453 KEYS
PARKING SPACES	868 SPACES

PHASING PLAN

PHASE 1 – GOLF COURSE COTTAGES 1-4

PHASE 2 – HOTEL BUILDING 1
– AMENITY BUILDING & FEATURES

PHASE 3 – COMMERCIAL AREA
– HOTEL BUILDING 2 RENOVATION

OTHER PHASES TO COMPLETE THE MASTER PLAN TO BE DETERMINED

NOTE:
THE TRAIL ALONG HOMESTEAD DRIVE WILL BE CONSTRUCTED WITH THE FIRST PHASE OF THE RESORT CORE IMPROVEMENTS WHICH IS PHASE 2 OF THE OVERALL RESORT MASTER PLAN.

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. [illegible]
DATE: 5 MAY 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD RESORT - LAND USE PLAN	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=60'	DESIGN BY: DRAWN BY: CNB	DATE: 5 MAY 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 3

Exhibit 3

SITE PLAN LEGEND

- (N) ELEMENT
- DEMOLISHED ELEMENT
- SAME USE, SIMILAR LOCATION (64,133 SF)
- SAME USE, NEW LOCATION (16,139)
- NEW USE ALLOWED PER RECITAL D 25% UNPLANNED BUILDINGS (56,589 SF)
- EXISTING TO REMAIN EVENT/GUEST UNITS
- PROPOSED NEW GUEST UNITS
- PROPOSED NEW ACTIVITY/EVENT SPACE
- PROPOSED NEW SERVICE SPACE
- PROPOSED RENOVATED ACTIVITY SPACE

01 PIZZA FARM RESTAURANT W/ GREENHOUSE SUPPORT (8,563 SF)
02 BOAT HOUSE (525 SF)
03 CONFERENCE CENTER (11,147 SF)
04 EVENT BARN (13,998 SF)
05 STABLES (3,025 SF)
06 NEW DEVELOPMENT: (17,348 SF TOTAL) 7 BUILDINGS W/ 6 ROOMS EA/ =42 NEW UNITS
07 VIRGINIA HOUSE UPGRADES: 6 NEW ROOMS (1,677 SF)
08 GAZEBO (1,825 SF)
09 CENTER HOUSE (NEW & RENO) 3 NEW SUITES (27,165 SF)
10 ACTIVITY CENTER (3,060 SF)
11 GOLF CLUBHOUSE (4,382 SF)
12 GOLF CART & MAINTENANCE BARN (10,389 SF)
13 AQUA THERAPY SPA (6,737 SF)
14 NEW DEVELOPMENT (17,952 SF) 6 NEW BUILDINGS W/ 8 ROOM EA. =48 NEW UNITS
15 GOLF MAINTENANCE BARN (7,017 SF)
16 GOLF/POOL GRILLE (1,960 SF)

BUILDING FOOTPRINT AREAS

EXISTING BUILDINGS TO REMAIN	
GUEST SUITES	
BLDG 1-18, CONDOS	56,678 SF
SHED	310 SF
EXISTING SUBTOTAL	**56,988 SF**
RENOVATED BUILDINGS TO REMAIN	
GOLF CLUBHOUSE	4,382 SF
CENTER HOUSE- SOUTH	8,443 SF
SPA	6,737 SF
RENO SUBTOTAL	**17,562 SF**
NEW PROPOSED BUILDINGS	
GUEST SUITES	
13 NEW GUEST BLDGS.	35,302 SF
CENTER HOUSE	
CENTER HOUSE (NEW)	20,713 SF
EVENT BARN	13,998 SF
CONFERENCE CENTER	
HOUSEKEEPING (BELOW)	11,147 SF
RESTAURANT/PIZZA FARM	8,563 SF
CART BARN	10,389 SF
STABLE	3,025 SF
MAINTENANCE	7,017 SF
ACTIVITY CENTER	3,060 SF
GRILL	1,960 SF
NEW PROPOSED SUBTOTAL:	**115,174 SF**
TOTAL BUILDING FOOTPRINT:	**189,724 SF OR 4.35 AC**

SITE AREAS

TOTAL AREA OF MASTER PLAN	**72.01 ACRES**
RESORT CORE AREA:	**35.37 ACRES**
RESORT CORE PAVING (NON-AMENITY)	
ROADWAY AND PARKING AREAS	**5.09 ACRES**
RESORT CORE OPEN SPACE & AMENITIES	
LANDSCAPED AREAS	26.25 ACRES
WALKING PATHS	0.38 ACRES
POOL DECKS	0.82 ACRES
AMENITY BUILDINGS	
CLUBHOUSE	0.10 ACRES
ACTIVITY CENTER	0.07 ACRES
CORE AMENITY SUB-TOTAL	**27.62 ACRES**
OPEN SPACE OUTSIDE RESORT CORE:	**36.64 ACRES**
OPEN SPACE AMENITIES	
SPA POOL DECK	.27 ACRES
SPA	0.15 ACRES
GOLF/GUEST PATHS	1.4 ACRES
OPEN SPACE AMENITIES SUB-TOTAL	**1.82 ACRES**

N
PROJECT NORTH

IF THIS SHEET IS LESS THAN 24"X36" IT IS A REDUCED PRINT. SCALE ACCORDINGLY.

1 SITE PLAN
SCALE: 1" =100'

LloydArchitects
573 EAST 600 SOUTH
SALT LAKE CITY, UT 84102
PHONE 801.328.3245
WEB LLOYD-ARCH.COM

HOMESTEAD RESORT
700 N. HOMESTEAD DR MIDWAY UT 84049

SEAL

PRINT DATE
6/15/20

PROJECT PHASE
SCHEMATIC DESIGN

DRAWING REVISIONS

REV.	NAME	DATE

SHEET TITLE
SITE PLAN

SHEET NUMBER
A000

Exhibit 4

Homestead Resort
2008 and 2020 Master Plan Comparison

Flexibility in the Master Plan
Recital D of the Master Plan Agreement states:
"Developer has approval to increase the building footprint up to 367,750 square feet. In order to increase the building footprint greater than 294,200 square feet or the number of keys included in the Master Site Plan, the Developer shall seek approval from the City as it seeks final approval for particular phases."

Can the Uses in the Plan Be Moved Around
Section 3.1(b)(9) - Project Plans of the 2008 Master Plan Agreement states:
"Developer hereby agrees to plan, reserve and build the project substantially as shown on the Project Plans, attached hereto as follows, unless a departure there from is agreed to by the City during the approval process for a particular phase."

Master Plan Comparison

Item	2008 Approved Plan	2020 Master Plan
Total Area	72.01 acres	72.01 acres
Open Space & Amenities	55.46 acres	64.26 acres
Building Area - approved	367,750 square feet	189,724 square feet
Building Area - shown	294,200 square feet	189,724 square feet
Density	5,107 sf/acre	2,635 sf/acre
% of Allowed Density	43%	22%
Existing Units to Remain	45	125
Proposed New Units	200	75
Total Units	245	200
Bedrooms	453	218
Total Beds	453	305
Existing pool	Yes	Yes - with renovation
New Swimming Pools	Yes - near Homestead Drive	Yes - near east side of Crater
New Spa Building	Yes - near tennis courts	Yes - near Snake Creek
New Golf Pro-Shop	Yes - near Hole #1	Yes - near Hole #1
New Cart Storage Building	Yes - part of new proshop	Yes - part of new proshop
New Maintenance Building	Not shown on master plan Part of 25% allowance	Yes - east side of driving range
Wedding Barn	Not shown on master plan Part of 25% allowance	Yes
New Access Road	Yes - at Bigler Lane	Yes - Further South

Exhibit 5

HOMESTEAD RESORT
MASTER PLAN AMENDMENT

PROJECT BOOK

MAY 13, 2020
UPDATED: MAY 21, 2020

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IN THIS PROJECT BOOK

CONTEXT INFORMATION

UPDATED MASTER PLAN

CHARACTER IMAGERY

ALTERNATE CENTER HOUSE

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CONTEXT INFORMATION

CONTEXT AERIAL

PROJECT SITE AERIAL

CURRENT MASTER PLAN

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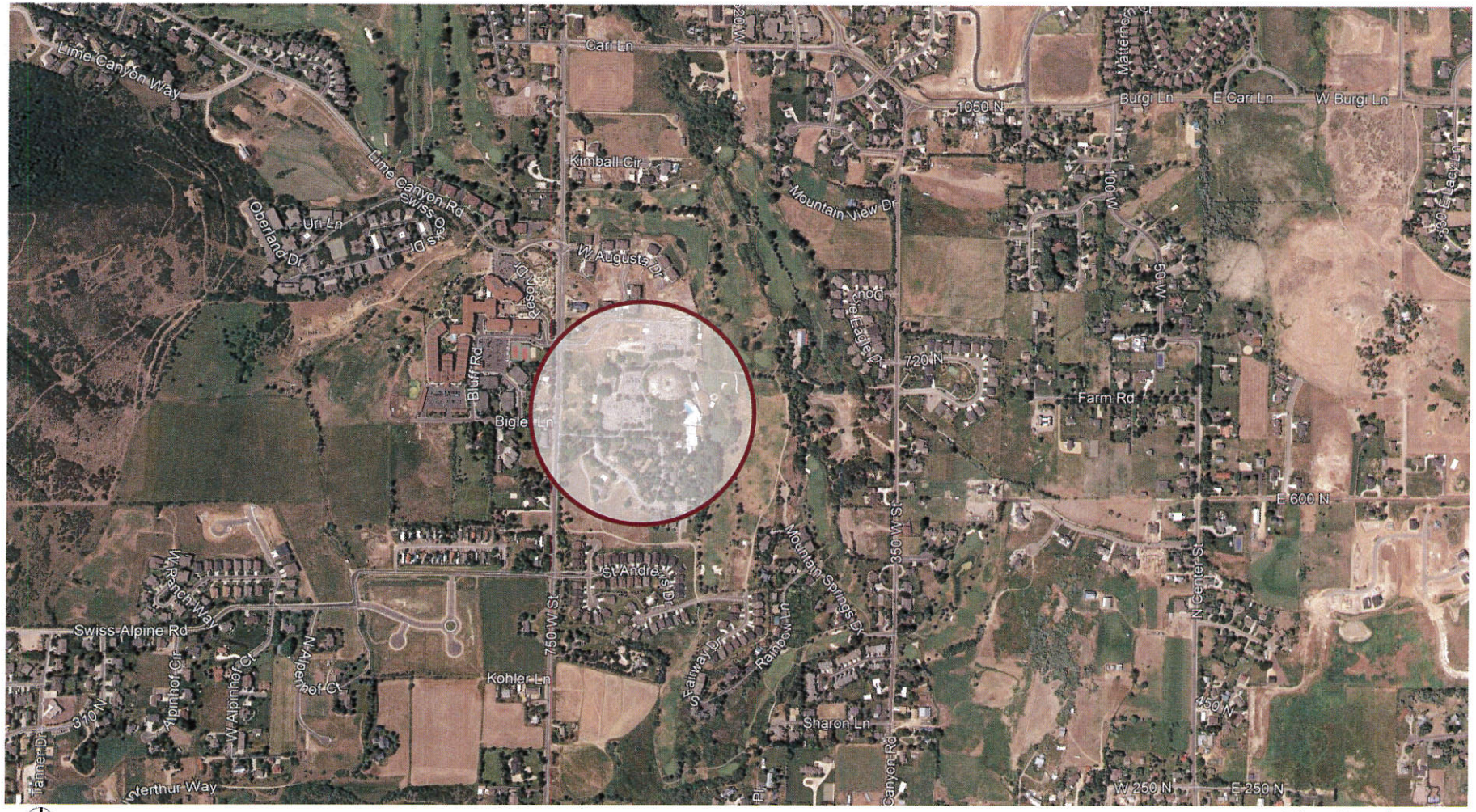

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HOMESTEAD RESORT | CONTEXT AERIAL

MAY 21, 2020

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HOMESTEAD RESORT | PROJECT SITE AERIAL

MAY 21, 2020

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HOMESTEAD RESORT | EXISTING MASTER PLAN

MAY 21, 2020

HOMESTEAD RESORT | EXISTING MASTER PLAN

MAY 21, 2020

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SITE CONCEPT

EXISTING SITE AERIAL
SITE CONCEPT
ARCHTECTURAL SCOPE
PHASING
FIRE ACCESS
TRAIL CONNECTIONS
OPEN SPACE CALCULATIONS

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HOMESTEAD RESORT | PROJECT SITE AERIAL

MAY 21, 2020

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HOMESTEAD RESORT | SITE CONCEPT

MAY 21, 2020

HOMESTEAD RESORT | SITE CONCEPT | TREES

MAY 21, 2020

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LEGEND:

01 Secondary entrance to parking, golf, spa, and dive/activity center

02 Boat House with overwater deck

03 Pizza Farm Restaurant with Greenhouse and garden area support

04 Main parking area: +/- 220 stalls

05 Cart + maintenance barn

06 Golf Clubhouse and Spa arrival

07 Aqua Therapy Spa wtih Tennis and Pickelball Courts

08 Multi-level Conference Center

09 Crater with improved view/amenity area at the top

10 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, and bar/grille that serves both pool and golf with outdoor dining

11 Pasture area along Homestead Drive

12 Wedding Barn with access to new pond area

13 New Center House with porte cochere arrival

14 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

16 Garden View units with multiple gardens with pathways, water features, and seating

17 Ballroom function lawn and Wedding Pavilion

18 Future unit development:
7 Buildings with 6 Units each
= 42v Additional Units

19 Guest parking area: +/- 160 stalls

20 Activity View units with central activity area including playground and open lawn for soccer, volleyball, etc.

21 Future unit development area:
6 Buildings with 8 Units each
= 48 Additional Units

22 Horse stable and barn

23 Amenity lawn with fire pit, seat walls, and open lawn for bocce, horseshoes, etc.

24 Function lawn with rose arbor structure to provide shelter and separtion between lawn and adjacent parking

25 Amphitheater and stage area

26 New Activity Center

27 Relocated tee boxes

28 Enhanced pond with terraces, water falls and bon fire location

29 Virginia House upgrades:
= 6 new units

30 Golf Maintenance Barn

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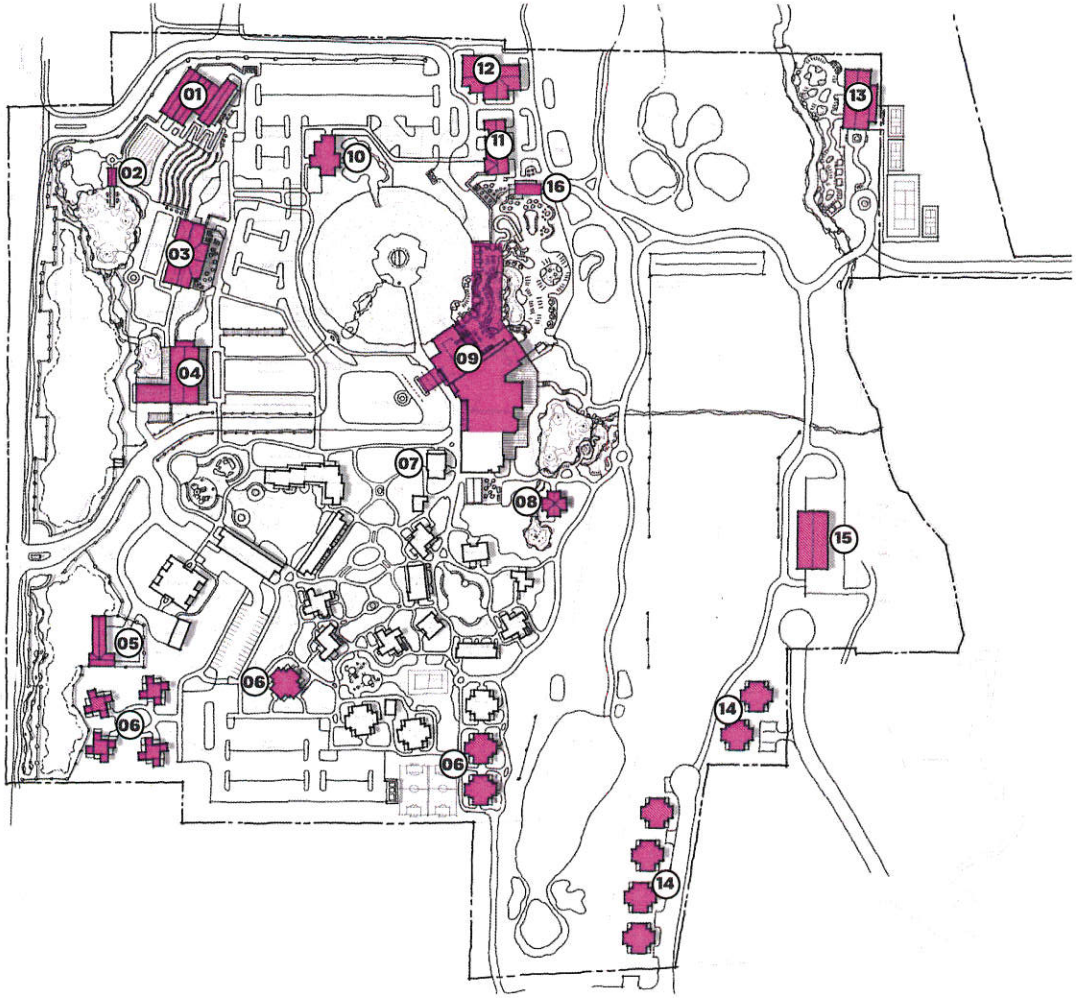
HOMESTEAD RESORT | SITE CONCEPT | NOTES

MAY 21, 2020



LEGEND:

01 Pizza Farm Restaurant with Greenhouse support (8,563 ft²)

02 Boat House (525 ft²)

03 Conference Center (7,443 ft²)

04 Event Barn (9,676 ft²)

05 Stables (3,025 ft²)

06 New Development: (17,348 ft² total)
7 Buildings with 6 Rooms Each
= 42 New Units

07 Virginia House Upgrades:
6 New Rooms (1,677 ft²)

08 Gazebo (1,825 ft²)

09 Center House (New) with Guest Amenities and Back of House (31,106 ft²)

10 Activity Center (3,060 ft²)

11 Golf and Spa Club House (4,584 ft²)

12 Golf Cart and Maintenance Barn (7,017 ft²)

13 Aqua Therapy Spa (6,737 ft²)

14 New Development: (17,952 ft² total)
6 Buildings with 8 Rooms Each
= 48 New Units

15 Golf Maintenance Barn (7,017 ft²)

16 Golf/Pool Grille (1,035 ft²)

HOMESTEAD RESORT | NEW BUILDINGS

MAY 21, 2020

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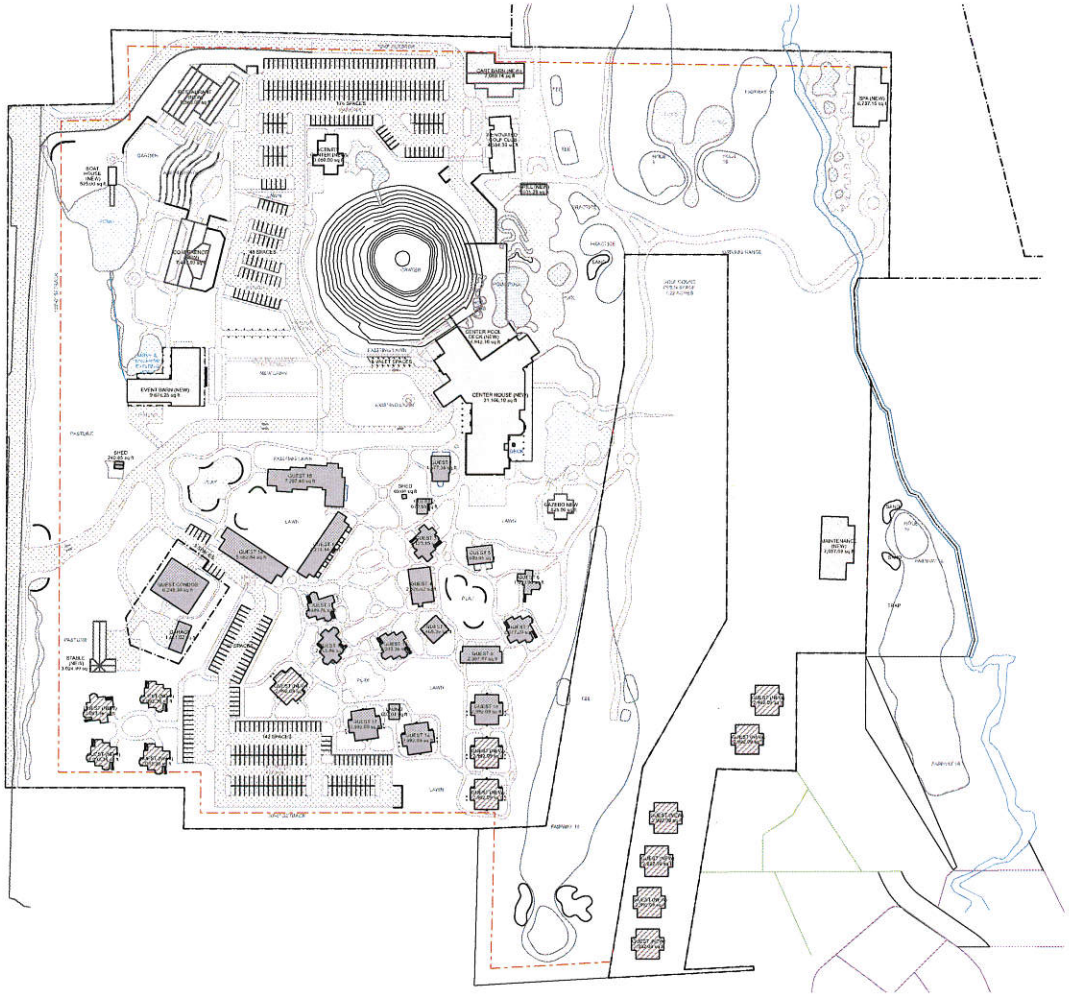

LEGEND:

BUILDING RENOVATION STATUS LEGEND

- EXISTING TO REMAIN GUEST UNITS
- PROPOSED NEW GUEST UNITS
- PROPOSED NEW ACTIVITY/EVENT SPACE
- PROPOSED NEW SERVICE SPACE
- PROPOSED RENOVATED ACTIVITY SPACE

BUILDING FOOTPRINT AREAS SCHEDULE

EXISTING BUILDINGS TO REMAIN	
GUEST SUITES	
BLDG.1-18, CONDOS	56,678 SF
SHED	310 SF
EXISTING SUBTOTAL	**56,988 SF**
RENOVATED BUILDINGS TO REMAIN	
GOLF CLUBHOUSE	4,584 SF
RENO SUBTOTAL	**4,584 SF**
NEW PROPOSED BUILDINGS	
GUEST SUITES	
13 NEW GUEST BLDGS.	35,302 SF
CENTER HOUSE	
CENTER HOUSE	31,106 SF
POOL DECK	16,942 SF
EVENT BARN	9,676 SF
CONFERENCE CENTER	7,443 SF
RESTAURANT/PIZZA FARM	8,563 SF
CART BARN	7,089 SF
STABLE	3,025 SF
SPA	6,737 SF
MAINTENANCE	7,017 SF
ACTIVITY CENTER	3,060 SF
GRILL	1,035 SF
NEW PROPOSED SUBTOTAL:	**136,995 SF**
TOTAL BUILDING FOOTPRINT:	**198,567 SF**

HOMESTEAD RESORT | ARCHITECTURAL SITE PLAN

MAY 21, 2020

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LEGEND:

01 Secondary entrance to parking, golf, spa, and dive/activity center

02 Boat House with overwater deck

03 Greenhouses and garden area with farmers market and pizza farm restaurant inside greenhouse closest to parking

04 Main parking area: +/- 220 stalls

05 Cart + maintenance barn

06 Golf Clubhouse and Spa arrival

07 Aqua Therapy Spa with Tennis and pickleball courts

08 Multi-level Conference Center

09 Crater with improved view/amenity area at the top

10 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, and bar/grille that serves both pool and golf with outdoor dining

11 Pasture area along Homestead Drive

12 Wedding Barn with access to new pond area

13 New Center House arrival with porte cochere

14 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

16 Garden View units with multiple gardens with pathways, water features, and seating

17 Ballroom function lawn and Wedding Pavilion

18 Future unit development:
7 Buildings with 6 Units each
= 42 Additional Units

19 Guest parking area: +/- 145 stalls

20 Activity View units with central activity area including playground and open lawn for soccer, volleyball, etc.

21 Future unit development area:
6 Buildings with 8 Units each
= 48 Additional Units

22 Horse stable and barn

23 Amenity lawn with fire pit, seat walls, and open lawn for bocce, horseshoes, etc.

24 Function lawn with rose arbor structure to provide shelter and separtion between lawn and adjacent parking

25 Amphitheater and stage area

26 New Activity Center

27 Relocated tee boxes

28 Enhanced pond with terraces, water falls and bon fire location

29 Virginia House upgrades:
= 6 new units

30 Golf Maintenance Barn

LloydArchitects

FFKR | LANDSCAPE & PLANNING

HOMESTEAD RESORT | SITE CONCEPT | PHASE 1

MAY 21, 2020

LEGEND:

01 Secondary entrance to parking, golf, spa, and dive/activity center

02 Boat House with overwater deck

03 Greenhouses and garden area with farmers market and pizza farm restaurant inside greenhouse closest to parking

04 Main parking area: +/- 220 stalls

05 Cart + maintenance barn

06 Golf Clubhouse and Spa arrival

07 Aqua Therapy Spa with Tennis and pickleball courts

08 Multi-level Conference Center

09 Crater with improved view/amenity area at the top

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25 Amphitheater and stage area

26 New Activity Center

27 Relocated tee boxes

28 Enhanced pond with terraces, water falls and bon fire location

29 Virginia House upgrades:
= 6 new units

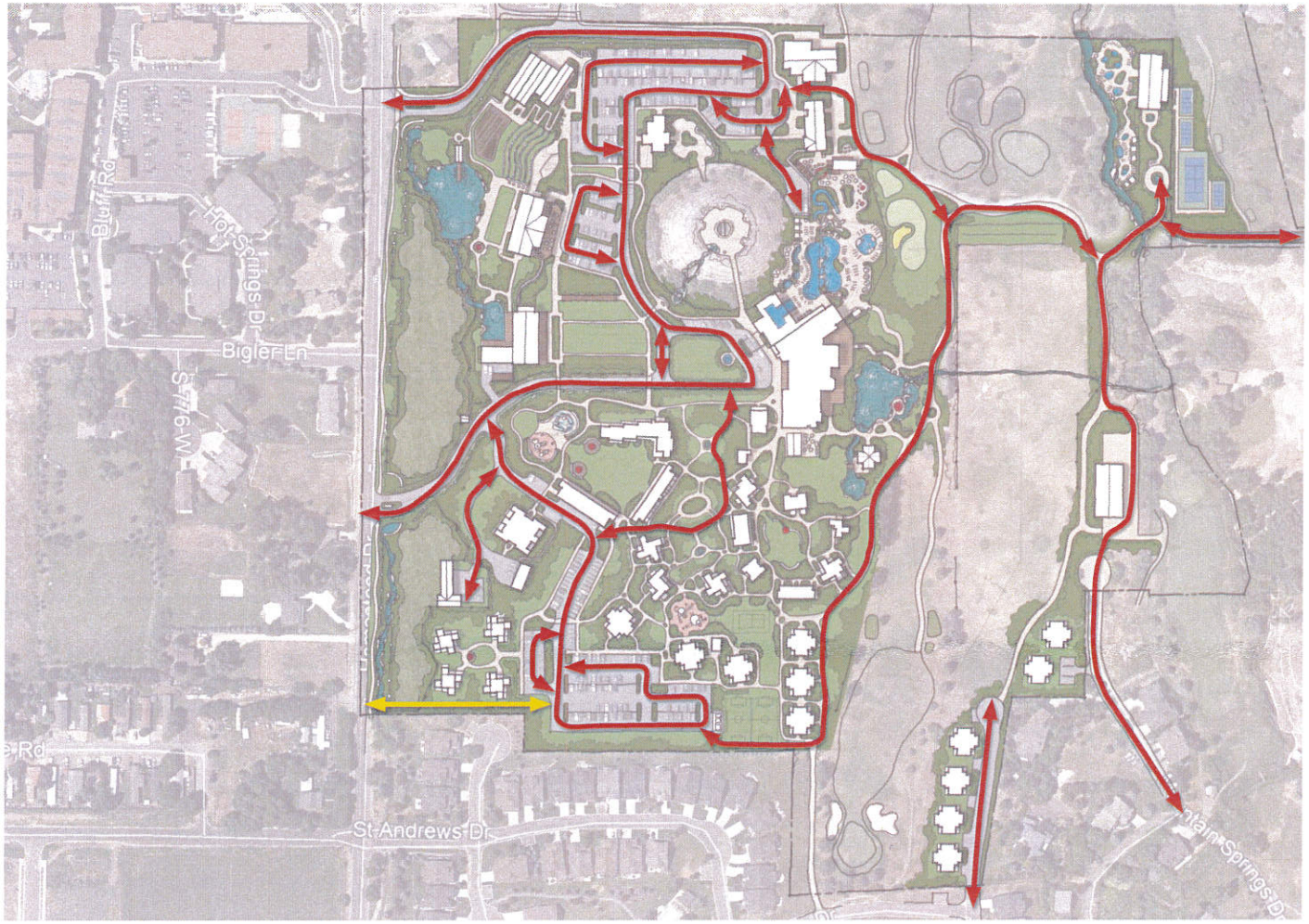
30 Golf Maintenance Barn

LloydArchitects

FFKR | LANDSCAPE & PLANNING

HOMESTEAD RESORT | SITE CONCEPT | PHASE 2

MAY 21, 2020



LEGEND:

Proposed Fire Access Connection

Possible Future Fire Access Connection

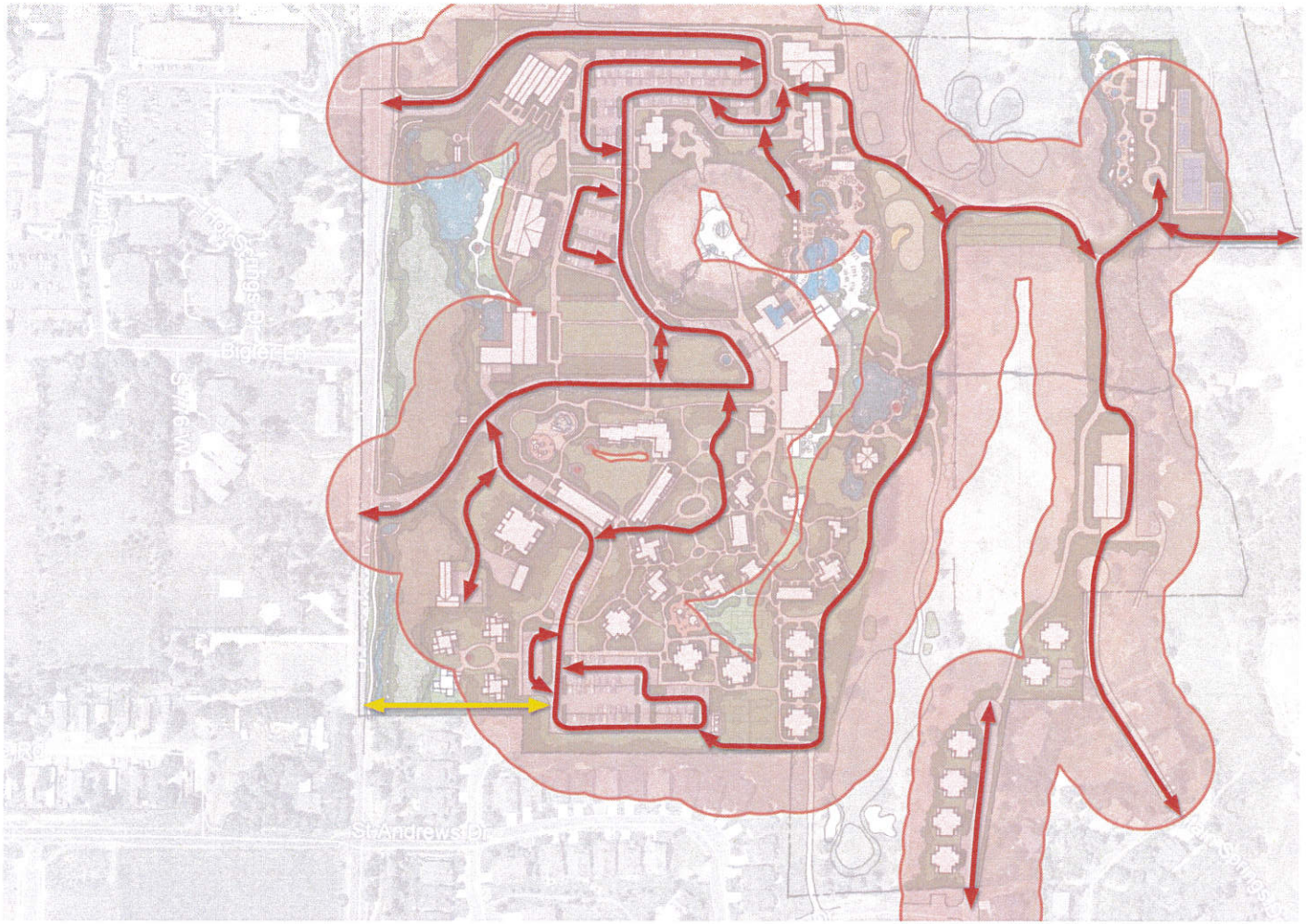
* Fire access path to be a minimum 20 ft. width all weather road with minimum 28 ft. radius inside corners and maximum 150 ft. dead end length

HOMESTEAD RESORT | FIRE ACCESS

MAY 21, 2020

LloydArchitects

FFKR | LANDSCAPE & PLANNING



LEGEND:

Proposed Fire Access Connection

Possible Future Fire Access Connection

Edge of 150 ft. Hose Pull Radius

* All buildings to be within a 150 ft. hose pull length from Fire Access path

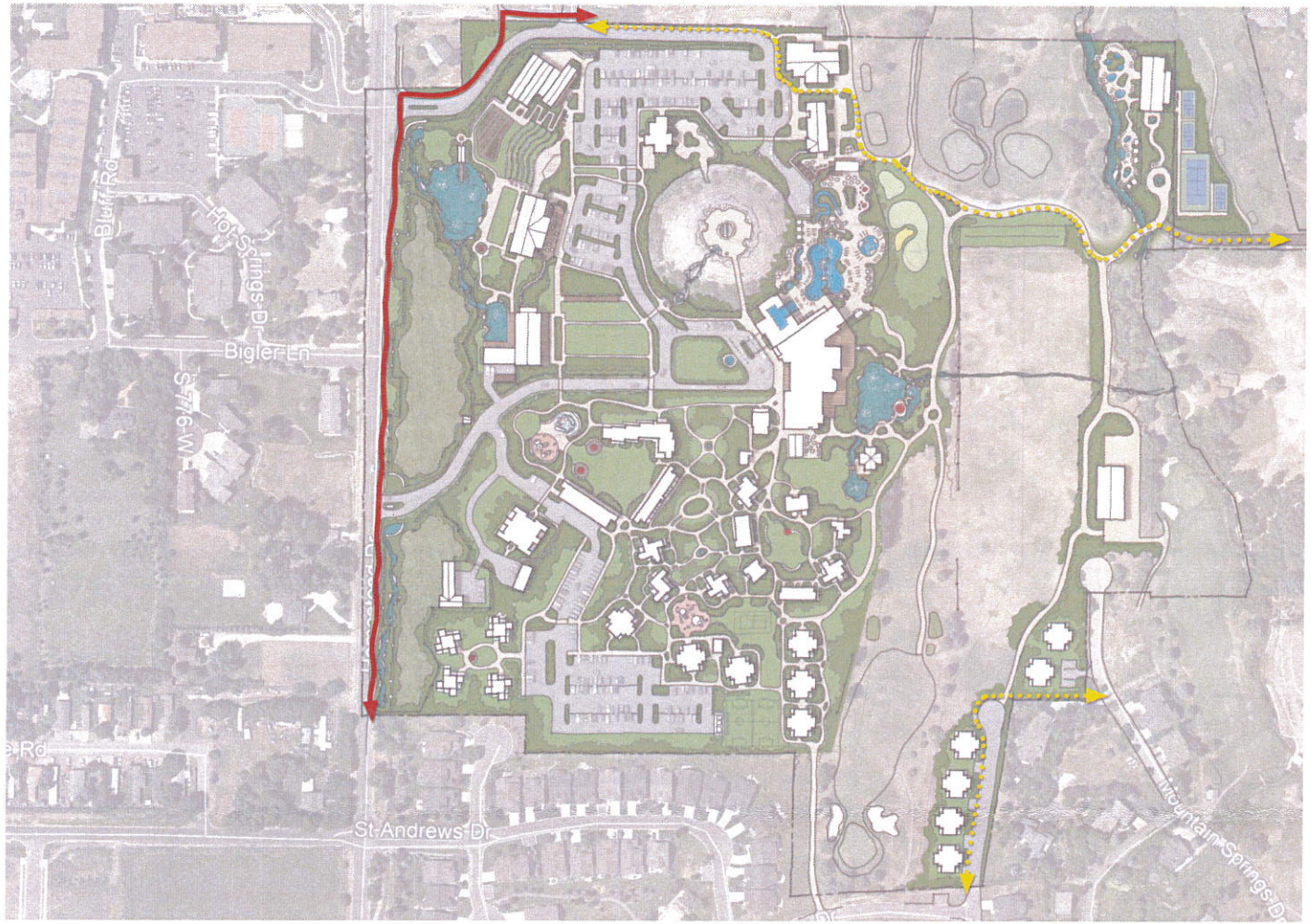
** Fire Access to be minimum 20 ft. width all weather road with minimum 28 ft. inside radius corners

HOMESTEAD RESORT | FIRE ACCESS | 150' HOSE PULL RADIUS

MAY 21, 2020

LloydArchitects

FFKR | LANDSCAPE & PLANNING



LEGEND:

City Trail Connector

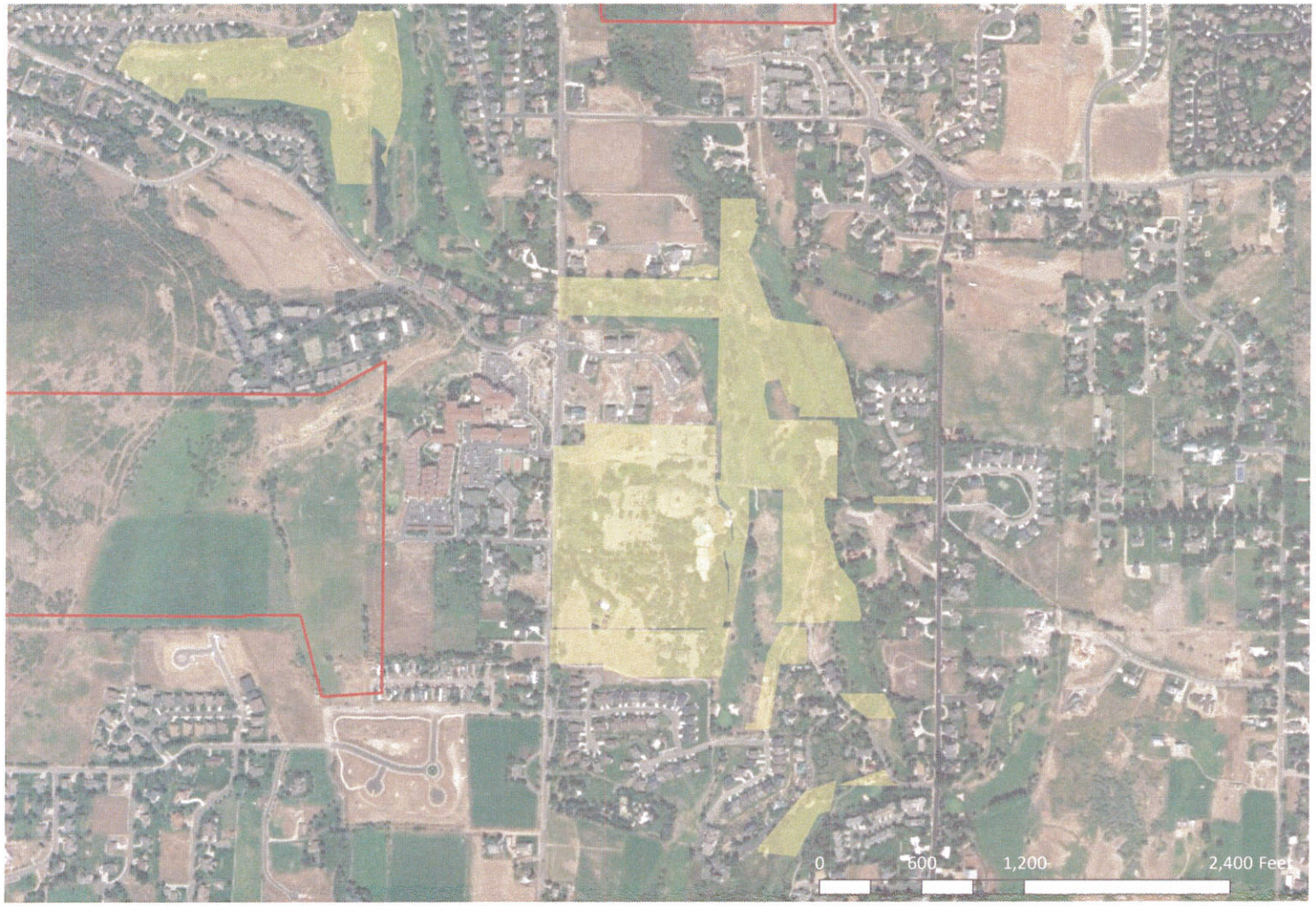
Potential East/West Pedestrian Access to be Determined

HOMESTEAD RESORT | TRAIL CONNECTIONS + POTENTIAL ACCESS

MAY 21, 2020

LloydArchitects

FFKR | LANDSCAPE & PLANNING



LEGEND:

Fee Simple Land
86.85 Acres

LloydArchitects

FFKR | LANDSCAPE & PLANNING

HOMESTEAD RESORT | FEE SIMPLE LAND

MAY 21, 2020

LEGEND:

Proposed Open Space
47.77 Acres

Total Acres Required
55% of 86.85 = **47.77 Acres**

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FFKR | LANDSCAPE & PLANNING

HOMESTEAD RESORT | PROPOSED OPEN SPACE

MAY 21, 2020

CHARACTER IMAGERY

NEW BUILDING CONCEPTS

EXISTING BUILDING RENOVATION

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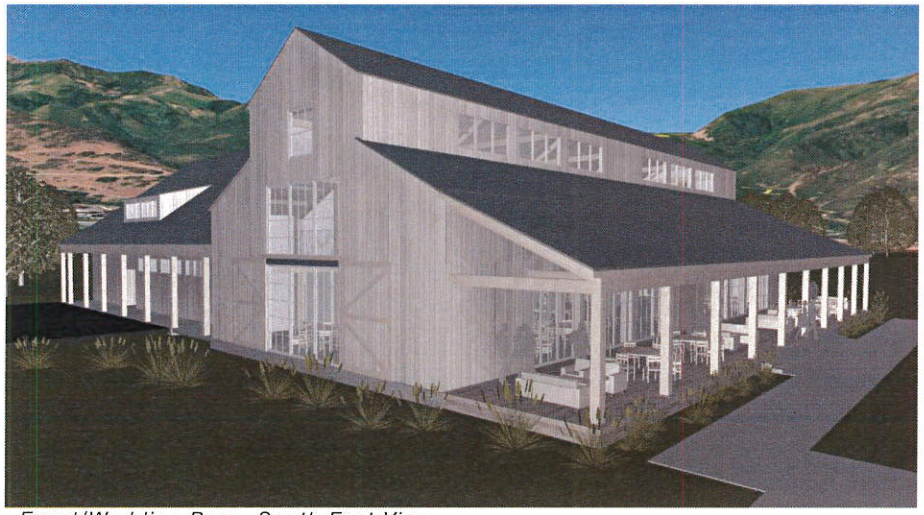
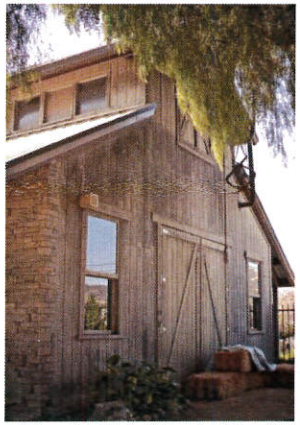


Event/Wedding Barn- South East View

Event/Wedding Barn- North East View

Event/Wedding Barn- North West View



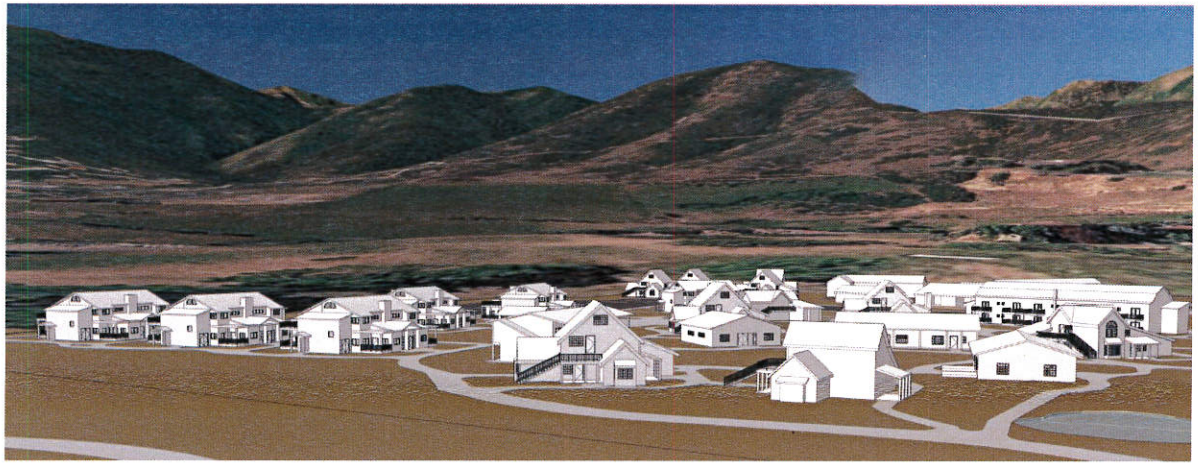
Weathered Wood, Standing Seam Roofing, Natural Stone Cladding

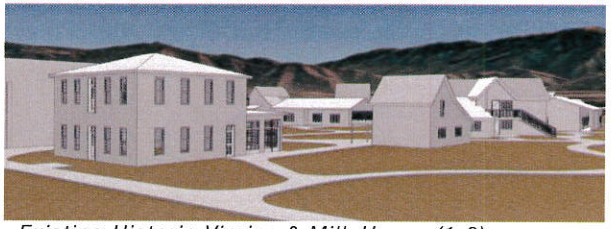
LloydArchitects

FFKR | LANDSCAPE & PLANNING

CHARACTER IMAGERY | NEW BUILDING CONCEPTS

MAY 21, 2020





Existing Historic Virgina & Milk House (1-2)

Existing Typical Guest Unit Buildings (16-18)

Existing Typical Guest Unit Buildings (13-15)

Stained Wood Siding, Board & Batten, Stone Cladding

LloydArchitects

FFKR | LANDSCAPE & PLANNING

CHARACTER IMAGERY | EXISTING GUEST PROPOSED RENOVATION

MAY 21, 2020

ALTERNATE CENTER HOUSE

ALTERNATE CONCEPT

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FFKR | LANDSCAPE & PLANNING

LEGEND:

01 Secondary entrance to parking, golf, spa, and dive/activity center

02 Boat House with overwater deck

03 Pizza Farm Restaurant with Greenhouse and garden area support

04 Main parking area: +/- 220 stalls

05 Cart + maintenance barn

06 Golf Clubhouse and Spa arrival

07 Aqua Therapy Spa wtih Tennis and Pickelball Courts

08 Multi-level Conference Center

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= 6 new units

30 Golf Maintenance Barn

LloydArchitects

FFKR | LANDSCAPE & PLANNING

HOMESTEAD RESORT | ALTERNATE SITE CONCEPT | NOTES

MAY 21, 2020

Exhibit 6

Ent 340720 Bk 975 Pg 2-43
Date: 03-OCT-2008 9:44AM
Fee: $100.00 Check Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: HOMESTEAD

RESOLUTION
2008-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH, EXECUTING A MASTER PLAN DEVELOPMENT AGREEMENT FOR THE HOMESTEAD RESORT

WHEREAS, The Homestead, Inc. ("Developer") has requested the City of Midway ("City") enter into a master plan development agreement in order to allow for the improvement of The Homestead Resort ("Property"); and

WHEREAS, Property is within the municipal boundaries of the City described on and attached to the development agreement as Exhibit "A"; and

WHEREAS, the Council of the City finds that the development and maintenance of the Property are in the interest of the health, safety, and general welfare of the city and the surrounding property owners.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH:

Section I That the Developer is hereby granted a master plan development agreement attached hereto, for the development and improvement of The Homestead Resort.

PASSED AND ADOPTED by the Council of the City this 10th day of September, 2008

Connie Tatton, Mayor

ATTEST:

Brad Wilson, City Recorder

City Seal

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

HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT

THIS MASTER PLAN DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 18 day of SEPTEMBER, 20 08, by and between THE HOMESTEAD, INC. (hereinafter called "Developer"), and the CITY OF MIDWAY, a political subdivision of the State of Utah (hereinafter called the "City"). Developer and the City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between Developer and the City involving the same Property (defined below) and is the entire, complete Agreement between the Parties.

RECITALS

A. The City, acting pursuant to its authority under Utah Code Ann. Section 10-9a-101, *et. seq.*, in compliance with the Midway City Zoning Ordinance, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Homestead Resort Renovation and Expansion and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the City, and the health, safety, and general welfare of the public.

B. Developer is the owner and operator of an existing resort commonly referred to as the Homestead Resort and has a legal interest in the certain real property ("the Property") located in the City as described in Exhibit A attached hereto. The Property consists of approximately 72 acres within the Homestead Resort. The Property is situated in the Resort Zone (RZ-1).

C. Developer intends to renovate and expand the Property in Exhibit A to achieve the following: Improve the resort by expanding its lodging, conference facilities, amenities, and commercial area within the resort; and to improve some of the existing buildings and features within the resort.

D. Developer intends to renovate and expand the Property as a multi-phase project, as more fully set forth in this Agreement. The approved Master Site Plan attached as Exhibit B anticipates development with a total building footprint of 294,200 square feet, which encompasses a total of 453 Keys. Developer will designate the unit configuration of one, two, three, or four bedroom units when each building applies for final approval. In addition, Developer has identified 4 lots and 3 cottages. Developer has approval to increase the building footprint up to 367,750 square feet. In order to increase the building footprint greater than 294,200 square feet or the number of Keys included in the Master Site Plan, the Developer shall seek approval from the City as it seeks final approval for particular phases.

E. Each Party acknowledges that it is entering into this Agreement voluntarily. Developer consents to all of the terms of the Agreement as valid conditions of development under all circumstances.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of 50 years; provided, however, that if Developer fails to make application for preliminary approval of Phase I of the Project on or before five years from the Effective Date, the Agreement shall terminate and Master Plan Approval shall be rescinded unless the City extends the approval upon request by the Developer for good cause shown. Unless otherwise agreed between the City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the approvals, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner unless expressly provided herein.

Rescission of Master Plan Approval shall in no way impact Developer's historical vested rights and interests that existed prior to Master Plan Approval.

Section 2. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

"Applicable Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Governing Body" shall mean the Midway City Council.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" shall have the meaning set forth in Section 3.1(b) of this Agreement.

"City" shall mean the City of Midway and shall include, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

"City General Plan" or "General Plan" shall mean the General Plan of the City of Midway.

"Developer" shall have that meaning set forth in the preamble, and shall also include Developer's successors and/or assigns, including but not limited to any homeowners' association which may succeed to control of all or any portion of the Project.

"Development" shall mean improvements to real property that includes roads, buildings, landscape with exotic plant material and parking spaces.

"Director" shall mean the Director of the Midway City Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

"Keys" shall mean a bedroom.

"Notice of Compliance" shall have that meaning set forth in Section 8.1 of this Agreement.

"Open Space" shall mean property that has not been developed with condominium units, residences and parking spaces unless otherwise permitted or given further restrictions under this agreement.

"Planning Commission" shall mean the Midway City Planning Commission.

"Project" shall mean the Property and the development on the Property, which is the subject of this Agreement as well as any ancillary and additional improvements or endeavors incident thereto.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in Exhibit A.

"Subsequent Approval" means a City approval or permit, which is not otherwise provided for in this Agreement, and which is reasonably necessary for completion of the Project as reasonably determined by the City.

Section 3. OBLIGATIONS OF DEVELOPER AND THE CITY

3.1 Obligations of Developer.

(a) Generally. The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) Conditions to Current Approvals. Developer shall comply with all of the following Conditions to Current Approvals:

(1) ***Payment of Fees***: Developer agrees to pay all Midway City fees as a condition of developing the Property and Project, including all engineering and attorney fees and other outside consultant fees incurred by the City in relation to the Project. All fees, including outstanding fees for prior plan checks (whether or not such checks are currently valid) shall be paid current prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof. In addition, Developer agrees that all outstanding City fees will be paid current at the time this Master Plan Development Agreement is executed. Furthermore, all outstanding City fees shall be paid current prior to the Project being placed on the agenda for a public meeting to be held by the City.

(2) ***Phasing***: Developer agrees to build the Project in phases.

a. Phase 1 will consist of up to 4 P.U.D. Units located along the 10th Hole of the Homestead Resort Golf Course as depicted in the "Golf Course Cottages" Plan in Exhibit B. In conjunction with Phase 1, Developer will construct an 8 foot trail and provide the necessary trail easement along Homestead Drive as depicted in the Master Site Plan.
b. Phase 2 will be the new North Hotel (Hotel Building 1), the new amenities area (recreation center with swimming pools, tot lot and volley ball court) located on the west side of the resort core as shown on the Master Site Plan.
c. Phase 3 will be the renovation of the existing main hotel building (Hotel Building 2) shown on the Master Site Plan.

d. Other Phases. The redevelopment of the south end of the Master Site Plan will require renovation or demolition of some of the existing cottages and the construction of some new large and small cottages.

e. This phasing sequence is a material condition of this Agreement. However, Developer may modify the order of the phasing sequence by providing written notice to City Planning Staff. In the event of any phasing modification, Developer must still complete the trail commitment described in Section 3.1b (2)a as part of Phase 1.

If the timing for completion of any requirement set forth in this Agreement or in another approval granted by the City is not specified herein, said requirement may be included in the conditions of any phase of the project at the time the City considers and grants approval of any such phase. It is contemplated that the parties will likely execute amendments to this Agreement to embody the approvals granted for each successive phase of the project.

(3) ***Open Space.*** The Open Space approved for the Project is 55.46 acres as shown Sheet 3 of the Homestead Resort Master Plan, dated 13 February, 2008. Open Space consists of Sensitive Lands, the Homestead Golf Course, and grounds surrounding the Resort Core of 35.37acres.

a. The Homestead and Midway City agree that the Open Space exists, but no specific exhibit identifies all the Open Space that is to be protected. Further since the plan contains a 73,550 square foot buffer for expansion of buildings to serve the resort, the existing Master Site Plan cannot identify specific open space that is not golf course or Sensitive Land until all the buildings within the Master Site Plan are actually completed.

b. At the time each new phase of expansion is submitted to the City for Preliminary approval prior to building, the Homestead will reconcile the land used for the expansion with this approval and show how the remaining Open Space in the Resort Center is protected from building.

c. At the time Preliminary Application for the last phase is submitted, the Homestead must show that at least 55.74 acres is preserved as Open Space from building and commit to protect that land from building. Resort amenities as shown on the Resort Master Plan may extend into Open Space. However, the purpose of Open Space is agreed to be otherwise free from buildings, roads and parking spaces. Open Space, unless specifically prohibited on the Master Plan or in this Agreement, is to be landscaped and maintained to promote a restful park

like atmosphere consistent with the existing conditions at the Homestead.

d. Sensitive Lands. Within the Property, as identified in the Existing Conditions / Sensitive Land Map in Exhibit B, two parcels are identified as Sensitive Lands subject to regulation under the Midway City Zoning Ordinance and are identified as follows:

i. Wetland. No development or other disturbance to the wetland is permitted under this agreement unless approval is first obtained from the United States Army Corps of Engineers and the City.

ii. Mound. Identified as the "Hot Pot," also referred to as the "Homestead Mound" or the "Crater" in other parts of this agreement and the Master Plan, on the Existing Conditions / Sensitive Land Map in Exhibit B.

iii. The Homestead Mound's historical uses and disturbances are recognized as valid uses which continue under this agreement.

The protected uses are identified as follows:

a. The Mound has a commercial operation within the grotto under the Mound for bathing and diving.
b. A portion of the natural water flow from the Mound is currently diverted for other uses by the Homestead as permitted by the Homestead's historical water rights.
c. The Mound has stairs constructed to allow pedestrian access to the top of the Mound along with a protective fence on the top of the Mound.
d. There is a trail that circumvents the base of the Mound that contains paving, a rock wall and irrigated landscape features.

Development to enhance and continue these four uses is limited to repair, replacement, improvement meant to improve safety or to protect and preserve the Mound and native flora or fauna except as specifically noted below:

A building occupying a foot print not to exceed 1300 square feet, identified as the "Scuba

Diving Center" on the Master Site Plan, may be constructed adjacent to the existing entrance to the Mound as indicated on the Land Use Plan, Sheet 3.

Irrigated landscaping of the mound surface is permitted up to 10 feet, above the existing trail at the base of the Mound, above that line landscaping shall be limited to native plant material using surface or drip irrigation equipment.

(4) ***Water***: On May 5, 2008, the Water 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. In the event the Developer obtains approval to increase the number of Keys in the Project, Developer shall be required to establish that it owns or leases sufficient water to serve any such increased Keys. As part of Final approval for each phase, water sufficient to supply the needs of that Phase shall be dedicated to the City.

(5) ***Construction of Project Improvements***: Developer agrees to construct and/or dedicate Project improvements as directed by the City. Specifically, Developer agrees as follows:

i. Shared Driveway. Developer agrees to construct, at its own expense, a shared driveway to serve Phase 1.

ii. Entrance to Homestead Resort. As part of Phase 2, Developer agrees to realign the entrance to the Homestead Resort as shown on Exhibit B attached hereto.

iii. Trails. Developer agrees to construct, at its own expense, trails in and around the project as shown on Exhibit B attached hereto and as further specified in subsequent phase approvals and in accordance with City standards.

iv. Other Utilities. Developer agrees to obtain will-serve letters and install, at its own expense, facilities necessary to serve the Project with all other utilities not mentioned specifically herein.

(6) ***Master Property Owner's Association.*** As part of the preliminary approval for Phase 2, Developer will propose and obtain City approval for the formation, without debt, of a Master Property Owner's Association entity, and associated governing documents. Said documents will outline the responsibility of the Association and any

contemplated sub-associations for ownership and maintenance of all areas within the Project.

(7) ***Resort Operator.*** The Homestead is the current Resort Operator. As part of the preliminary approval for Phase 2, Developer will submit, and obtain City approval of, an Operations Plan for the Resort, which shall define the role of the Resort Operator, specify the respective rights and duties of said Resort Operator and the Master Homeowner's Association, and outline which portions of the Project are to be owned by the Resort Operator and not by an Owner's Association.

(8) ***Building Height:***

a. All buildings contained within the Resort Master Plan shall be less than 35 feet in height above the pre-developed or natural grade except for any hotel, condo-hotel, lodging facility or conference center building that is greater than 500 feet from the east right-of-way line of Homestead Drive (State Road 222).
b. Any hotel, condo-hotel, lodging facility or conference center building that is greater than 500 feet from the east right-of-way line of Homestead Drive (State Road 222) must comply with the following if the building heights are to be greater than 35 feet:
    i. The building cannot be taller than the absolute elevation 5680, which is two feet below the top of the hot pot near the center of the resort.
    ii. The design of the building will have relief and depth that creates architectural interest in the building. Gable, rooflines, parapets, columns, facades, windows, doors, etc. will be incorporated into the building design to create a sense of mass and scale.
    iii. Building design shall take into consideration the natural environment and surroundings of The Homestead including such things as the golf course, the existing trees, views of the Heber Valley to the east, the Wasatch Mountains to the west and the hot pot at the center of the resort.
    iv. Building materials and colors that are compatible with the natural environment and existing buildings in The Homestead are encouraged.
    v. The developer shall seek approval of each of the preceding four items as part of the Preliminary Application for any phase where such buildings are proposed.

(9) ***Project Plans.*** The site plans, engineering drawings and architectural plans ("Project Plans") attached to this Agreement as exhibits are incorporated herein by reference. Developer hereby agrees to plan, reserve and build the Project substantially as shown on the Project Plans attached hereto as follows, unless a departure there from is agreed to by the City during the approval process for a particular phase:

a. Exhibit A Legal Description of the Property
b. Exhibit B Resort Master Plans, dated February 13, 2008 Consisting of Sheet Numbers:
   (0) Vicinity Map
   (1) Master Site Plan
   (2) Existing Conditions / Sensitive Lands Map
   (3) Land Use Plan
   (4) Golf Course Cottages
   (5) Fire Access Mitigation Plan
c. Exhibit C – Parking Calculations dated August 22, 2008

(10) ***Warranty***: Consistent with City standards, Developer will provide a two-year warranty for the operation of all improvements.

(11) ***Bonding***: Concurrent with each phase, Developer agrees to post bonds in amounts and types established by the City related to the performance of Developer's obligations to construct any improvements for the benefit of the Public or the City, pursuant to current City ordinances and resolutions.

(12) ***Maintenance.*** Developer agrees to maintain, or cause to be maintained, all undeveloped property contained within all undeveloped phases of the Project in a clean and attractive condition at all times.

3.2 Obligations of the City.

(a) ***Generally***. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

(b) ***Conditions to Current Approvals.*** The City shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement and on the Project plat, unless agreed to in writing by the Parties.

(c) ***Acceptance of Improvements.*** The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Midway City Planning and Engineering

Departments review and approve the plans for any Project improvements prior to construction; (2) Developer permits Midway City Planning and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the Midway City Planning and Engineering Departments; and (5) the Project improvements pass a final inspection by the Midway City Planning and Engineering Departments.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) Generally. As of the Effective Date of this Agreement, Developer shall have the vested right to develop the Property only in accordance with this Agreement and Applicable Law.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.2 Applicable Law.

(a) Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in the Conditions to Current Approvals set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date the City Council granted preliminary approval to Developer. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws,

regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT.

Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

Section 6. COOPERATION-IMPLEMENTATION

6.1 <u>Processing of Subsequent Approvals</u>.

(a) Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval to be granted by the City, the City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) the notice and holding of all required public hearings, and (ii) granting the Subsequent Approval application as set forth below.

(b) The City's obligations under Section 6.1(a) of this Agreement are conditioned on Developer's provision to the City, in a timely manner, of all documents, applications, plans, and other information necessary for the City to meet such obligations. It is the express intent of Developer and the City to cooperate and work diligently and in good faith to obtain any and all Subsequent Approvals.

(c) The City may deny an application for a Subsequent Approval by Developer only if (i) such application does not comply with Applicable Law, (ii) such application is inconsistent with the Conditions to Current Approvals, or (iii) the City is unable to make all findings related to the Subsequent Approval required by state law or city ordinance. The City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with state law or

city ordinance or to make the Subsequent Approval consistent with the Conditions to Current Approvals, so long as such conditions comply with Section 4.1(b) of this Agreement.

(d) If the City denies any application for a Subsequent Approval, the City must specify the modifications required to obtain approval of such application. Any such specified modifications must be consistent with Applicable Law (including Section 4.1(b) of this Agreement). The City shall approve the application if subsequently resubmitted for the City's review and the application complies with the specified modifications.

6.2 Other Governmental Permits.

(a) Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to the Project.

(b) The City shall cooperate with Developer in its efforts to obtain such permits and approvals, provided that such cooperation complies with Section 4.1(b) of this Agreement. However, the City shall not be required by this Agreement to join, or become a party to any manner of litigation or administrative proceeding instituted to obtain a permit or approval from, or otherwise involving any other governmental or quasi-governmental agency.

Section 7. DEFAULT; TERMINATION; ANNUAL REVIEW

7.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

(b) Termination. If the City elects to consider terminating this Agreement due to a material default of Developer, then the City shall give to Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer shall have

the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. The City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such hearing, Developer does not waive any and all remedies available to Developer at law or in equity.

7.2 Review by City

(a) Generally. The City may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information requested by the City within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the City Council finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to Section 7.1(a) of this Agreement. If the default is not cured timely by Developer, the City may terminate this Agreement as provided in Section 7.1(b) of this Agreement.

7.3 Default by the City.

In the event the City defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 7.1 of this Agreement and provided under Applicable Law.

7.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

7.5 Limitation on Liability.

No owner, director or officer of the Developer, when acting in his or her capacity as such, shall have any personal recourse, or deficiency liability associated with this Agreement, except to the extent that liability arises out of fraud or criminal acts of that owner, director, or officer.

Section 8. NOTICE OF COMPLIANCE

8.1 Timing and Content.

Within fifteen (15) days following any written request which Developer may make from time to time, the City shall execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer shall be permitted to record the Notice of Compliance.

8.2 Failure to Deliver.

Failure to deliver a Notice of Compliance within the time set forth in Section 8.1 shall constitute a presumption that as of fifteen (15) days from the date of Developer's written request (i) this Agreement was in full force and effect without modification except as may be represented by Developer; and (ii) there were no uncured defaults in the performance of Developer. Nothing in this Section, however, shall preclude the City from conducting a review under Section 7.2 or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7.1 of this Agreement for defaults which commenced prior to the presumption created under this Section, and which have continued uncured.

Section 9. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE.

The rights of the Developer under this agreement may be transferred or assigned, in whole or in part, with the City's consent, which consent shall not be unreasonably withheld. Developer shall give notice to the City of any proposed assignment at least sixty (60) days prior to the effective date of the assignment.

Section 10. MISCELLANEOUS

10.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations,

shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

10.3 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions to Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.4 Construction. Each reference in this Agreement to any of the Conditions to Current Approvals or Subsequent Approvals shall be deemed to refer to the Condition to Current Approval or Subsequent Approval as it may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

10.5 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

10.6 Covenants Running with the Land and Manner of Enforcement.

The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

The City may look to Developer, its successors and/or assigns, an owners' association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the City to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project

10.7 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or

condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

10.8 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In no event shall either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorneys' fees in any legal or equitable action instituted to enforce the terms of this Agreement.

10.9 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

10.10 Other Public Agencies. The City shall not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and Applicable Law. Nothing in this Agreement shall require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

10.11 Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorneys' fees.

10.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

10.13 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

10.14 No Third-Party Beneficiaries. This Agreement is between the City and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 11. NOTICES

Any notice or communication required hereunder between the City and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

Director
Planning Department
Midway City
P.O. Box 277
Midway, UT 84049

With Copies to:

TESCH LAW OFFICES, P.C.
c/o KRAIG J. POWELL
Midway City Attorneys
2 South Main, Suite 2-D
Heber City, UT 84032

If to Developer:

THE HOMESTEAD, INC.
700 Homestead Drive
P.O. Box 99
Midway, Utah 84049

Section 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the City and Developer.

Section 13. EXECUTION AND RECORDATION OF DEVELOPMENT AGREEMENT

No later than thirty (30) calendar days after the City votes to approve this Agreement, all parties to this Agreement shall sign and execute this Agreement and the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the City as of the date and year first above written.

CITY OF MIDWAY:

Connie Tatton

CONNIE TATTON
Mayor

Attest:

Brad Wilson

BRAD WILSON
City Recorder

STATE OF UTAH)
ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by Connie Tatton, who executed the foregoing instrument in her capacity as the Mayor of the City of Midway, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as the Midway City Recorder.

Gay S. Motley
NOTARY PUBLIC
Residing at: Midway, Utah

My Commission Expires:

September 28, 2010

NOTARY PUBLIC
GAY S. MOTLEY
75 No. 100 W., PO Box 277
Midway, Utah 84049
My Commission Expires
September 28, 2010
STATE OF UTAH

THE HOMESTEAD, INC.

Britt Mathwich
Signature

By: Britt Mathwich
Its: President

STATE OF UTAH)
:ss
COUNTY OF Wasatch)

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by Britt Mathwich, who executed the foregoing instrument in his/her capacity as President of The Homestead Inc.

Gay S. Motley
NOTARY PUBLIC
Residing at: Midway, Utah

My Commission Expires:

September 28, 2010

NOTARY PUBLIC
GAY S. MOTLEY
75 No. 100 W., PO Box 277
Midway, Utah 84049
My Commission Expires
September 28, 2010
STATE OF UTAH

EXHIBIT A

PARCEL A

BEGINNING NORTH 57.98 FEET AND EAST 10.81 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE WEST ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS: UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE);

AND RUNNING THENCE NORTH 24°27'39" WEST 65.74 FEET; THENCE NORTH 44°59'12" EAST 36.90 FEET; THENCE NORTH 22°09'38" EAST 27.81 FEET; THENCE NORTH 06°11'53" WEST 45.71 FEET; THENCE NORTH 35°33'59" WEST 44.32 FEET; THENCE NORTH 49°02'51" WEST 68.62 FEET; THENCE SOUTH 09°17'47" WEST 35.44 FEET; THENCE SOUTH 00°16'59" WEST 148.97 FEET; THENCE SOUTH 01°49'53" WEST 70.01 FEET; THENCE SOUTH 07°33'32" EAST 62.16 FEET; THENCE SOUTH 03°24'08" EAST 60.53 FEET; THENCE WEST 223.27 FEET; THENCE NORTH 09°37'54" WEST 265.00 FEET; THENCE NORTH 07°03'27" EAST 84.68 FEET; THENCE NORTH 15°40'41" WEST 73.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHWESTERLY WITH A RADIUS OF 21.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 74°19'19" WEST; THENCE NORTHWESTERLY 23.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°56'43" (CHORD BEARS NORTH 47°09'02" WEST 22.45 FEET); THENCE NORTH 78°37'31" WEST 152.04 FEET; THENCE NORTH 76°19'08" WEST 141.18 FEET; THENCE SOUTH 85°53'44" WEST 87.67 FEET; THENCE NORTH 86°01'34" WEST 162.75 FEET; THENCE NORTH 89°24'58" WEST 152.54 FEET; THENCE NORTH 15°29'53" WEST 52.95 FEET; THENCE NORTH 88°02'26" WEST 106.39 FEET; THENCE SOUTH 31°09'00" WEST 115.73 FEET; THENCE NORTH 58°51'00" WEST 269.56 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1175.92 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 31°09'00" WEST; THENCE NORTHWESTERLY 148.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°13'24" (CHORD BEARS NORTH 62°27'42" WEST 148.15 FEET); THENCE NORTH 21°13'16" EAST 35.06 FEET; THENCE NORTH 31°36'09" EAST 129.89 FEET; THENCE NORTH 65°35'50" EAST 58.27 FEET; THENCE SOUTH 84°03'16" EAST 105.37 FEET; THENCE SOUTH 84°03'16" EAST 103.77 FEET; THENCE NORTH 86°14'25" EAST 201.84 FEET; THENCE NORTH 80°46'59" EAST 131.48 FEET; THENCE NORTH 88°09'12" EAST 326.48 FEET; THENCE SOUTH 08°27'41" EAST 72.06 FEET; THENCE NORTH 81°32'19" EAST 163.39 FEET; THENCE NORTH 81°32'19" EAST 60.87 FEET; THENCE NORTH 65°23'28" EAST 162.20 FEET; THENCE NORTH 22°13'45" EAST 122.53 FEET; THENCE NORTH 83°57'16" EAST 17.29 FEET; THENCE EAST 173.26 FEET; THENCE SOUTH 21°52'28" EAST 31.96 FEET; THENCE SOUTH 10°18'00" EAST 100.00 FEET; THENCE SOUTH 02°49'00" EAST 100.00 FEET; THENCE SOUTH 13°14'00" EAST 100.00 FEET; THENCE SOUTH 04°26'00" EAST 100.00 FEET; THENCE SOUTH 03°05'00" WEST 200.00 FEET; THENCE SOUTH 18°45'00" WEST 100.00 FEET; THENCE SOUTH 22°50'00" WEST 100.00 FEET; THENCE SOUTH 05°44'00" WEST 50.73 FEET TO THE POINT OF BEGINNING.

±16.58 ACRES

PARCEL B

DESCRIPTION 1:
BEGINNING SOUTH 1428.03 FEET AND EAST 1155.80 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE WEST ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS: UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE);

AND RUNNING THENCE SOUTH 88°59'52" EAST 793.06 FEET; THENCE SOUTH 00°48'00" WEST 17.93 FEET; THENCE SOUTH 89°12'00" EAST 725.99 FEET; THENCE SOUTH 00°23'46" WEST 431.47 FEET; THENCE SOUTH 89°44'22" WEST 30.54 FEET; THENCE SOUTH 00°38'44" WEST 209.06 FEET; THENCE SOUTH 00°53'42" WEST 510.15 FEET; THENCE WEST 132.03 FEET; THENCE SOUTH 227.45 FEET; THENCE NORTH 88°47'07" WEST 151.53 FEET; THENCE SOUTH 09°00'00" WEST 388.45 FEET; THENCE NORTH 87°06'46" EAST 131.92 FEET; THENCE SOUTH 03°03'06" EAST 7.76 FEET; THENCE SOUTH 86°57'00" WEST 277.55 FEET; THENCE NORTH 09°00'00" EAST 408.50 FEET; THENCE NORTH 29°13'27" EAST 325.39 FEET; THENCE NORTH 00°01'36" WEST 699.74 FEET; THENCE SOUTH 89°58'24" WEST 197.77 FEET; THENCE SOUTH 00°01'36" EAST 212.68 FEET; THENCE SOUTH 09°18'54" WEST 895.18 FEET; THENCE SOUTH 87°37'31" WEST 129.07 FEET; THENCE WEST 560.99 FEET; THENCE NORTH 00°48'00" EAST 78.38 FEET; THENCE WEST 340.56 FEET; THENCE NORTH 1297.54 FEET; THENCE SOUTH 89°12'00" EAST 164.09 FEET; THENCE NORTH 157.14 FEET TO THE POINT OF BEGINNING.

EXCEPTING THERE FROM THE FOLLOWING TWO PARCELS:
BEGINNING AT A POINT WHICH BEARS SOUTH 2453.92 FEET AND EAST 1282.03FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 56°03'50" EAST85.00 FEET; THENCE SOUTH 33°56'10" WEST 73.50 FEET; THENCE NORTH 56°03'50"WEST 85.00 FEET; THENCE NORTH 33°56'10" EAST 73.50 FEET TO THE POINT OF BEGINNING.
BEGINNING AT A POINT WHICH BEARS SOUTH 2575.14 FEET AND EAST 1295.07FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 68°27'15" EAST26.00 FEET; THENCE SOUTH 21°32'45" WEST 56.00 FEET; THENCE NORTH 68°27'15"WEST 26.00 FEET; THENCE NORTH 21°32'45" EAST 56.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THAT CERTAIN BOUNDARY AGREEMENT BETWEEN THE HOMESTEAD, INC. A UTAH COPORATION, AND BENNETT FAMILY, L.L.C., DATED 6 JULY, 2007, AND RECORDED ON 10 JULY, 2007, IN THE OFFICE OF THE RECORDER AS ENTRY NUMBER 322933 IN BOOK 944 AT PAGE 1652.

±49.10 ACRES

DESCRIPTION 2:
BEGINNING AT A POINT IN THE CENTERLINE OF SNAKE CREEK, SAID POINT LYING NORTH 89°17'40" EAST 144.55 FEET ALONG THE SECTION LINE AND NORTH 30.92 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTH ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE WEST 197.24 FEET; THENCE NORTH 7.26 FEET; THENCE NORTH 00°53'42" EAST 518.04 FEET TO A POINT IN THE CENTERLINE OF SNAKE CREEK; THENCE ALONG THE CENTERLINE OF SNAKE CREEK THE FOLLOWING ELEVEN (11) COURSES: THENCE SOUTH 23°58'41" EAST 51.40 FEET; THENCE SOUTH 50°36'38" EAST 13.25 FEET; THENCE SOUTH 10°18'45" EAST 83.89 FEET; THENCE SOUTH 16°59'34" EAST 33.46 FEET; THENCE SOUTH 16°59'34" EAST 13.20 FEET; THENCE SOUTH 27°26'13" EAST 32.07 FEET; THENCE SOUTH 71°08'10" EAST 15.91 FEET; THENCE SOUTH 32°29'25" EAST 63.20 FEET; THENCE SOUTH 40°50'46" EAST 62.96 FEET; THENCE SOUTH 11°19'10" EAST 179.07 FEET; THENCE SOUTH 18°13'56" WEST 34.32 FEET TO THE POINT OF BEGINNING.

±1.42 ACRES.

PARCEL C

DESCRIPTION 1:
BEGINNING AT A POINT HAVING UTAH STATE PLANE COORDINATES, CENTRAL ZONE, OF X=2,005,508.78 AND Y=796,587.33, SAID POINT BEING LOCATED SOUTH20°18'25" EAST 594.16 FEET FROM THE PIPE MARKING THE LONG-ACCEPTED LOCATION OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 27 AND 34,TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE MERIDIAN (SAID PIPE BEING LOCATED 32.62 FEET NORTH AND 19.86 FEET WEST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP);

THENCE SOUTH 89°43'59" EAST 173.75 FEET; THENCE SOUTH 24°07'46" EAST 84.74 FEET; THENCE SOUTH 00°09'46" WEST 43.23 FEET; THENCE SOUTH 89°50'14" EAST 35.39 FEET; THENCE SOUTH 01°51'15" WEST 211.49FEET; THENCE NORTH 89°43'59" WEST 32.63 FEET; THENCE NORTHWESTERLY66.81 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 63°48'11" (CHORD BEARS NORTH 57°49'53" WEST63.42 FEET); THENCE NORTH 25°55'48" WEST 298.94 FEET; THENCE NORTHWESTERLY 36.11 FEET ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°46'45" (CHORD BEARS NORTH33°19'1" WEST 36.01 FEET) TO THE POINT OF BEGINNING.

±1.05 ACRES

DESCRIPTION 2:
BEGINNING AT A POINT IN A FENCE LINE, SAID POINT HAVING UTAH STATE PLANE COORDINATES, CENTRAL ZONE, OF X=2,005,436.77 AND Y=796,732.48, AND SAID POINT BEING LOCATED SOUTH 18°02'08" EAST 433.34 FEET FROM THE PIPE MARKING THE LONG-ACCEPTED LOCATION OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 27 AND 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE MERIDIAN (SAID PIPE BEING LOCATED 32.62 FEET NORTH AND 19.86 FEET WEST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP);

THENCE NORTH 89°46'27"EAST 173.54 FEET ALONG SAID FENCE LINE; THENCE SOUTH 26°13'28" EAST 163.51FEET; THENCE NORTH 89°43'59" WEST 173.75 FEET; THENCE NORTHWESTERLY35.20 FEET ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°24'28" (CHORD BEARS NORTH 47°54'46" WEST35.11 FEET); THENCE NORTH 55°07'00" WEST 90.32 FEET; THENCE NORTH 15°54'25"EAST 61.40 FEET; THENCE NORTH 45°51'32" EAST 15.72 FEET TO THE POINT OF BEGINNING.

±0.69 ACRES

DESCRIPTION 3:
BEGINNING AT A POINT HAVING UTAH STATE PLANE COORDINATES, CENTRAL ZONE, OF X=2,005,338.51 AND Y=796,733.16, SAID POINT BEING LOCATED SOUTH04°59'04" EAST 414.00 FEET FROM THE PIPE MARKING THE LONG-ACCEPTED LOCATION OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 27 AND 34,TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE MERIDIAN (SAID PIPE BEING LOCATED 32.62 FEET NORTH AND 19.86 FEET WEST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP);

THENCE NORTH 89°46'27" EAST 98.19 FEET ALONG A FENCE LINE; THENCE SOUTH 45°51'32" WEST 15.72 FEET; THENCE SOUTH 15°54'25"WEST 61.40 FEET; THENCE NORTH 55°07'00" WEST 41.08 FEET; THENCE NORTHWESTERLY 52.72 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°12'29" (CHORD BEARS NORTH 40°00'45" WEST 52.11 FEET); THENCE NORTH 24°54'31" WEST 6.84 FEET TO THE POINT OF BEGINNING.

±0.09 ACRES

PARCEL D

BEGINNING AT FENCE CORNER HAVING UTAH STATE PLANE COORDINATES, CENTRAL ZONE, OF X=2,005,332.66 AND Y=796,217.68, SAID CORNER BEING LOCATED SOUTH 01°51'19" EAST 927.48 FEET FROM THE PIPE MARKING THE LONG-ACCEPTED LOCATION OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 27 AND 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE MERIDIAN(SAID PIPE BEING LOCATED 32.62 FEET NORTH AND 19.86 FEET WEST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP);

THENCE NORTH 71°42'16" EAST387.30 FEET; THENCE SOUTH 25°55'48" EAST 40.99 FEET; THENCE SOUTHEASTERLY 111.36 FEET ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 63°48'11" (CHORD BEARS SOUTH57°49'53" EAST 105.69 FEET); THENCE NORTH 89°43'59" WEST 67.83 FEET; THENCE SOUTH 24°07'21" EAST 4.10 FEET; THENCE NORTH 89°38'43" WEST 313.82 FEET; THENCE NORTH 02°39'39" WEST 4.43 FEET TO THE POINT OF BEGINNING.

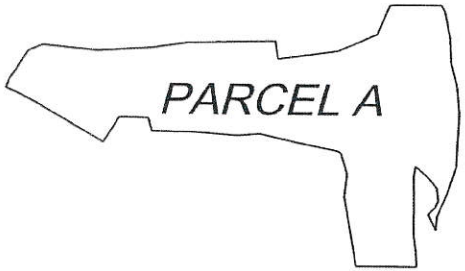
±0.38 ACRES

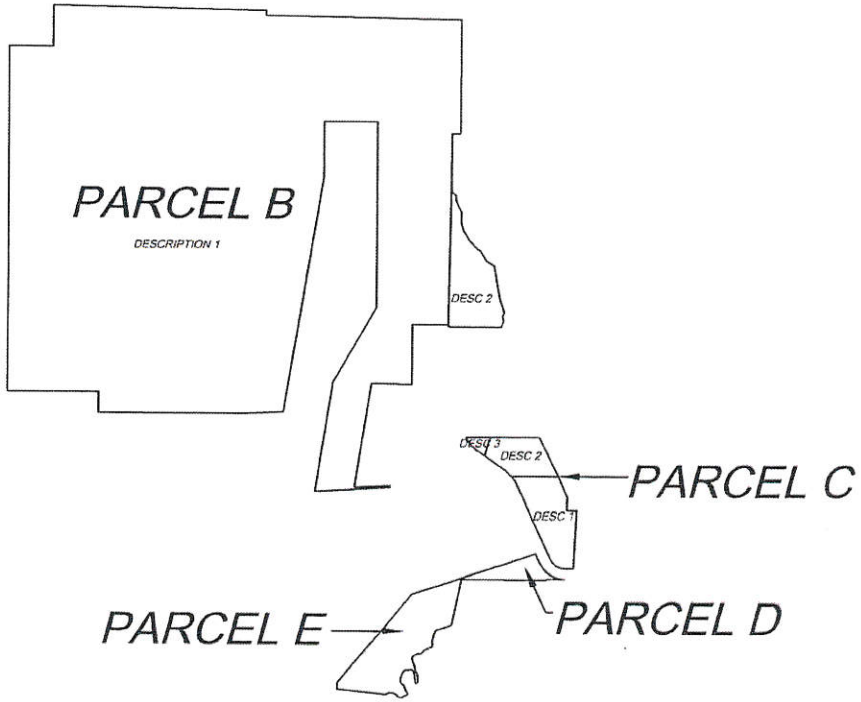
PARCEL E

BEGINNING AT A FENCE CORNER HAVING UTAH STATE PLANE COORDINATES, CENTRAL ZONE, OF X=2,005,332.66 AND Y=796,217.68, SAID CORNER BEING LOCATED SOUTH 01°51'19" EAST 927.48 FEET FROM THE PIPE MARKING THE LONG-ACCEPTED LOCATION OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 27 AND 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE MERIDIAN(SAID PIPE BEING LOCATED 32.62 FEET NORTH AND 19.86 FEET WEST OF THE WASATCH COUNTY SURVEYOR'S BRASS CAP);

THENCE SOUTH 11°08'48" WEST177.36 FEET ALONG A FENCE LINE; THENCE SOUTH 70°27'36" WEST 72.49 FEET TO THE WEST BANK OF SNAKE CREEK; THENCE MEANDERING SOUTHWESTERLY ALONG SAID CREEK BANK TO A FENCE LINE AT A POINT WHICH BEARS SOUTH28°37'31" WEST 278.40 FEET; THENCE NORTH 83°52'28" WEST 221.22 FEET ALONG SAID FENCE LINE; THENCE NORTH 01°37'44" EAST 24.60 FEET; THENCE NORTH39°06'28" EAST 430.42 FEET; THENCE NORTH 71°47'28" EAST 193.42 FEET TO THE POINT OF BEGINNING.

±2.00 ACRES





Ent 340720 Bk 0975 Pg 0026

EXHIBIT B

The Homestead Resort Master Plan

Maps and Land Use Plans

Consisting of Sheet Numbers:

(0) Vicinity Map, dated February 13, 2008

(1) Master Site Plan, dated February 13, 2008

(2) Existing Conditions / Sensitive Lands Map, dated February 13, 2008

(3) Land Use Plan, dated May 5, 2008

(4) Golf Course Cottages, dated February 13, 2008

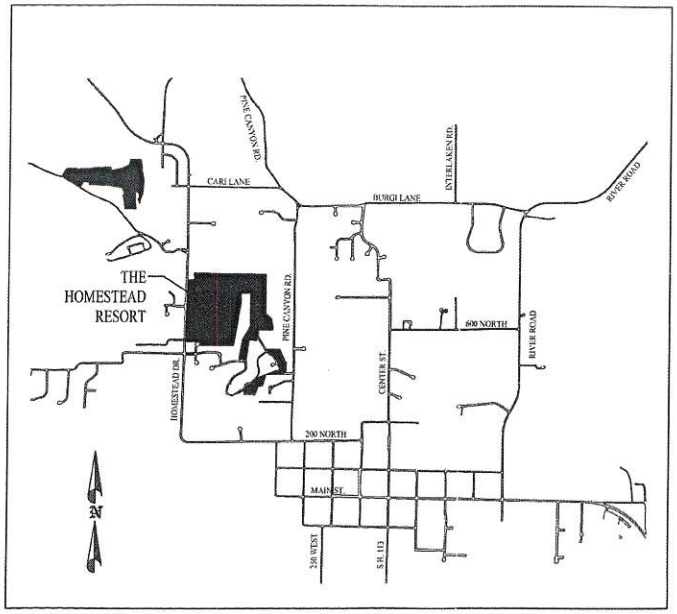
(5) Fire Access Mitigation Plan, dated April 25, 2008

Ent 340720 Bk 0975 Pg 0029

THE HOMESTEAD RESORT

Ent 340720 Bk 0975 Pg 0028

RECREATIONAL RESORT MASTER PLAN



MIDWAY CITY
VICINITY MAP

SHEET INDEX

1. MASTER SITE PLAN
2. EXISTING CONDITIONS & SENSITIVE LANDS MAP
3. LAND USE PLAN
4. GOLF COURSE COTTAGES SITE PLAN
5. LAND USE PLAN WITH CONTOURS
6. FIRE ACCESS MITIGATION PLAN

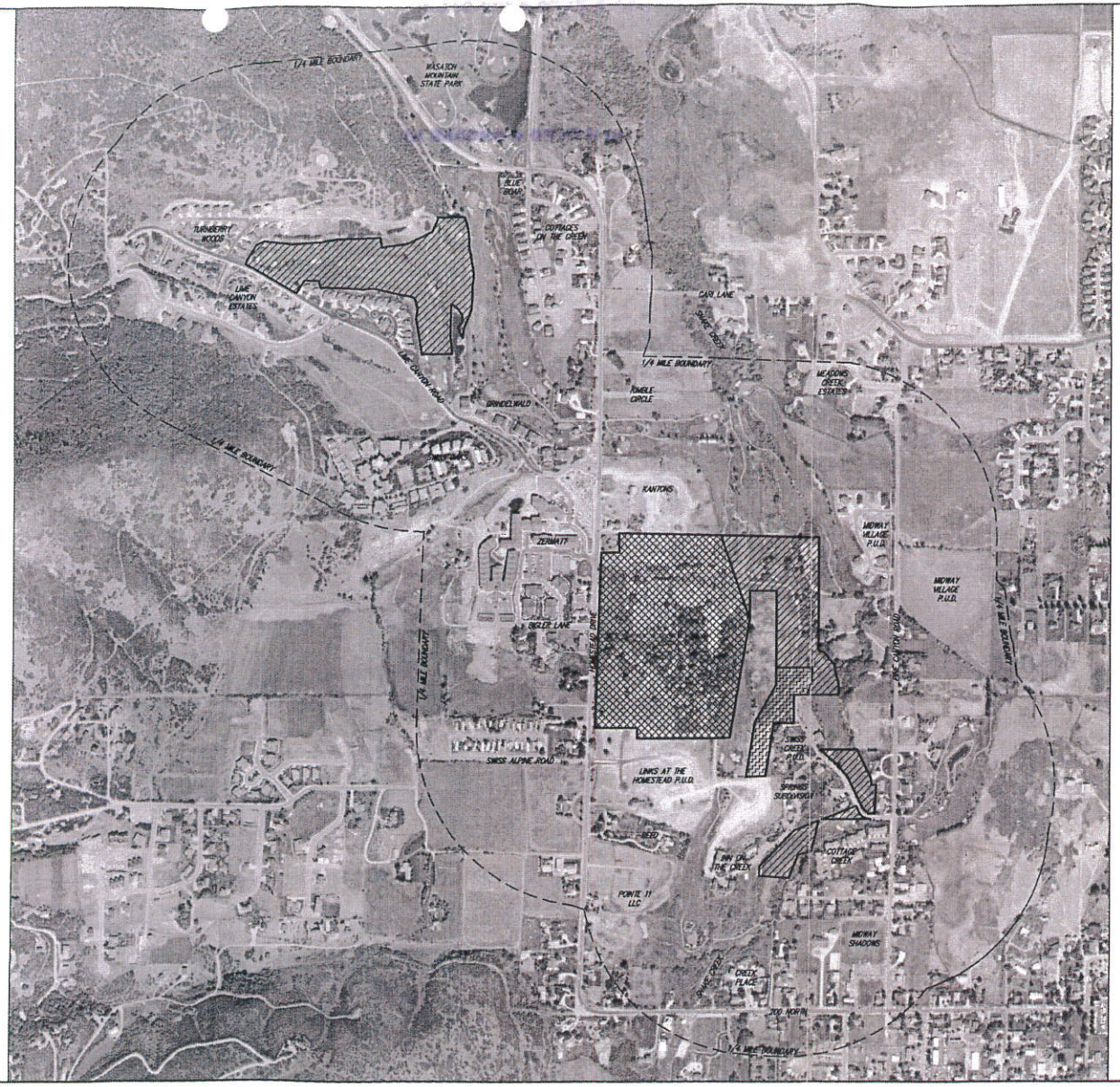
THE HOMESTEAD RESORT - 13 FEBRUARY 2008

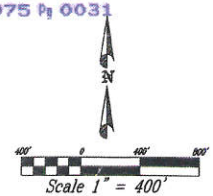
MASTER PLAN
APPROVED BY
CITY COUNCIL
AUGUST 27, 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	COVER	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: NTS	DESIGN BY: DRAWN BY: CNB	DATE: 13 FEB 2008 REV:	DRAWING NO. COVER	SHEET NO. 0

Ent 340720 Bk 0975 Pg 0030

Ent 340720 Bk 0975 Pg 0031





SCALE 1"=800' FOR 11"X17" PLANS

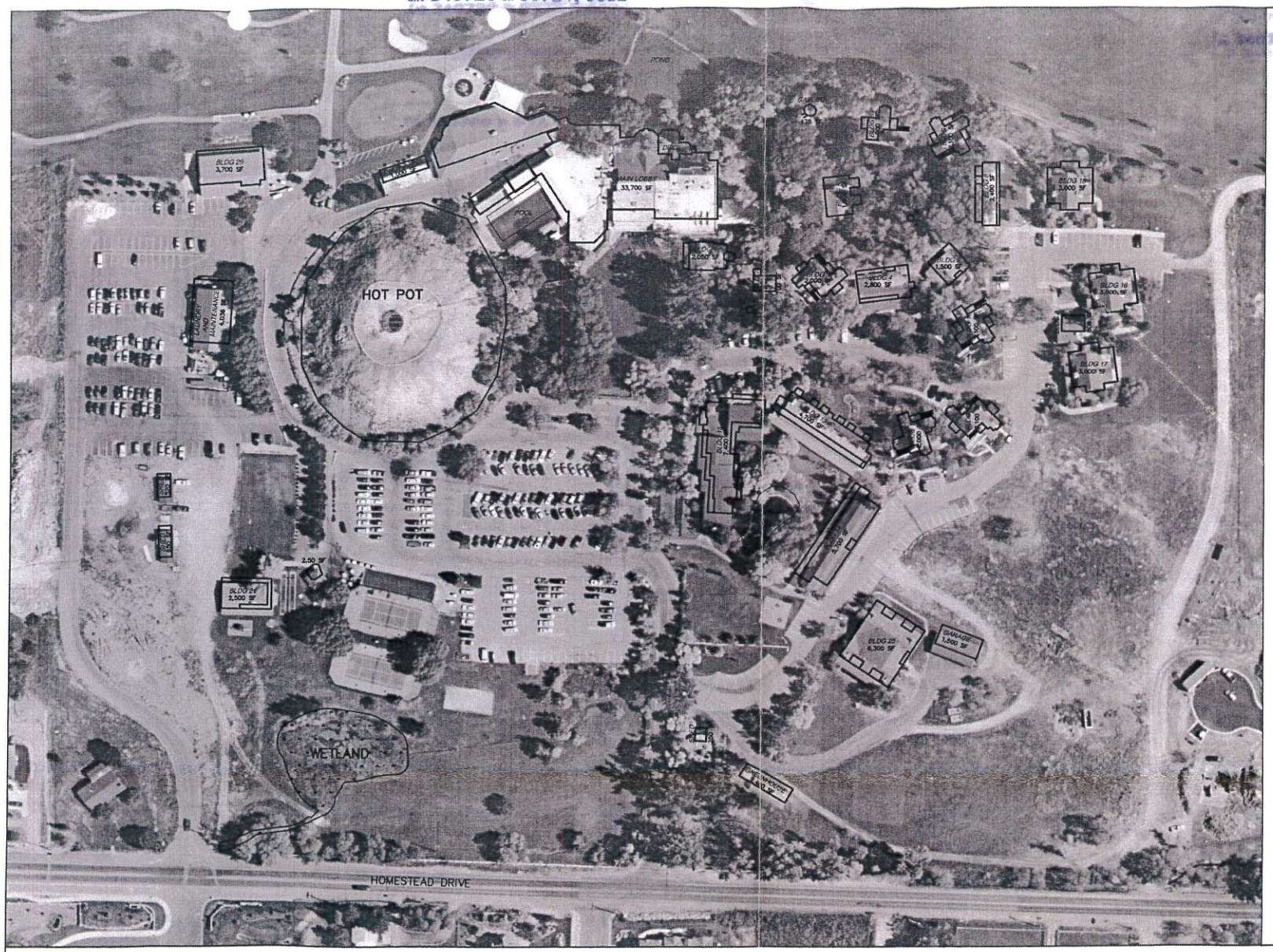
RESORT CORE

GOLF COURSE COTTAGES

OPEN SPACE INCLUDED IN HOMESTEAD RESORT MASTER PLAN (36.64 ACRES)

MASTER PLAN APPROVED BY CITY COUNCIL AUGUST 27, 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD RESORT - MASTER SITE PLAN	BERC ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=400'	DESIGN BY: DRAWN BY: CNB	DATE: 13 FEB 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 1



Scale 1" = 60'

SCALE 1"=120' FOR 11"X17" PLANS

EXISTING CONDITIONS

EXISTING BUILDING FOOTPRINT	116,196 SF
EXISTING PARKING SPACES	558 SPACES
EXISTING ASPHALT	7.20 ACRES

LEGEND

WETLANDS

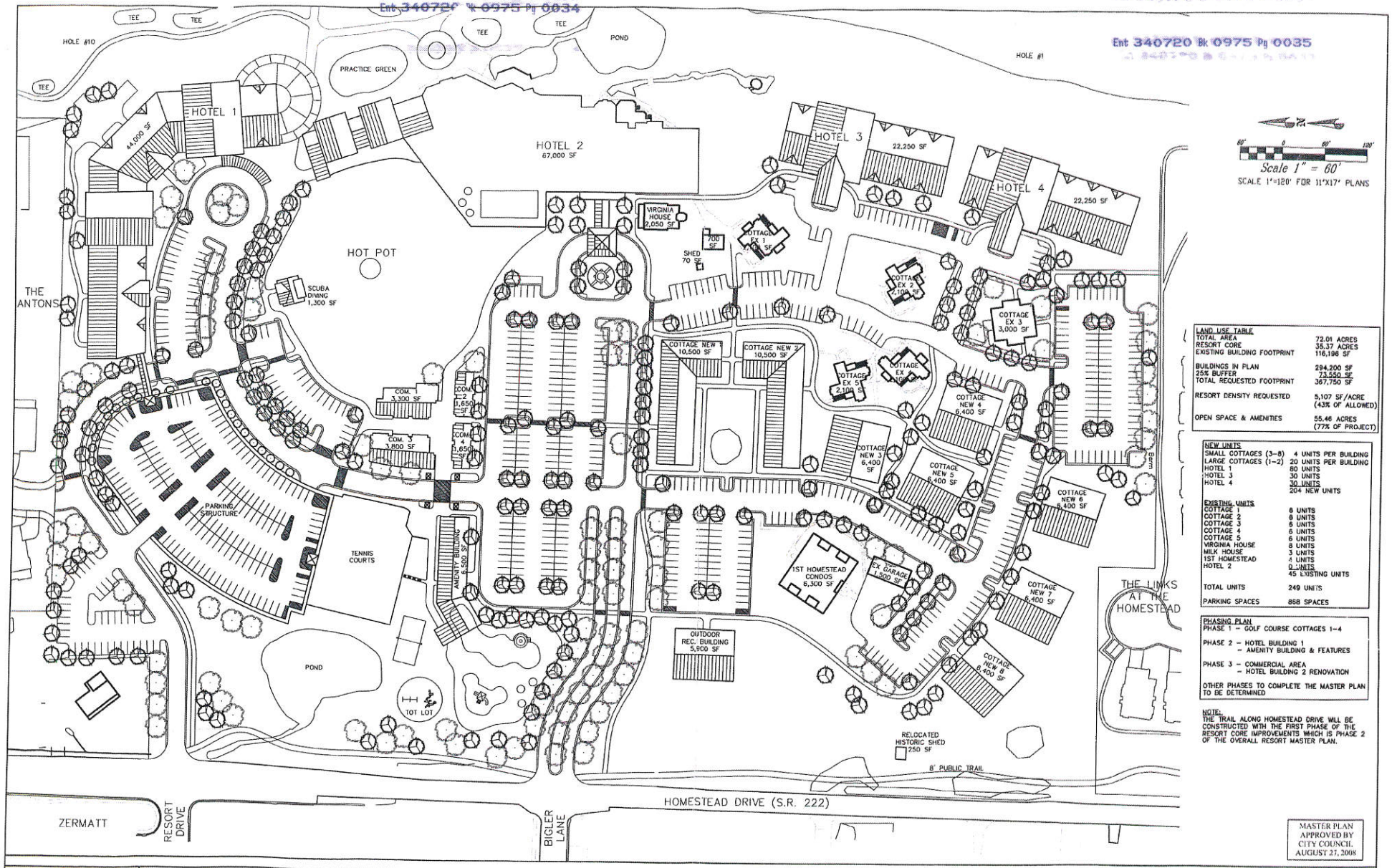
SENSITIVE LANDS

MASTER PLAN APPROVED BY CITY COUNCIL AUGUST 27, 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	EXISTING CONDITIONS & SENSITIVE LANDS MAP	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=60'	DESIGN BY: DRAWN BY: CNB	DATE: 13 FEB 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 2

Ent 340720 Bk 0975 Pg 0034

Ent 340720 Bk 0975 Pg 0035



LAND USE TABLE	
TOTAL AREA	72.01 ACRES
RESORT CORE	35.37 ACRES
EXISTING BUILDING FOOTPRINT	116,196 SF
BUILDINGS IN PLAN	294,200 SF
25% BUFFER	73,550 SF
TOTAL REQUESTED FOOTPRINT	367,750 SF
RESORT DENSITY REQUESTED	5,107 SF/ACRE (43% OF ALLOWED)
OPEN SPACE & AMENITIES	55.46 ACRES (77% OF PROJECT)

NEW UNITS	
SMALL COTTAGES (3–8)	4 UNITS PER BUILDING
LARGE COTTAGES (1–2)	20 UNITS PER BUILDING
HOTEL 1	80 UNITS
HOTEL 3	30 UNITS
HOTEL 4	30 UNITS
	204 NEW UNITS
EXISTING UNITS	
COTTAGE 1	6 UNITS
COTTAGE 2	6 UNITS
COTTAGE 3	6 UNITS
COTTAGE 4	6 UNITS
COTTAGE 5	6 UNITS
VIRGINIA HOUSE	8 UNITS
MILK HOUSE	3 UNITS
1ST HOMESTEAD	4 UNITS
HOTEL 2	0 UNITS
	45 EXISTING UNITS
TOTAL UNITS	249 UNITS
PARKING SPACES	868 SPACES

PHASING PLAN

PHASE 1 – GOLF COURSE COTTAGES 1–4

PHASE 2 – HOTEL BUILDING 1
– AMENITY BUILDING & FEATURES

PHASE 3 – COMMERCIAL AREA
– HOTEL BUILDING 2 RENOVATION

OTHER PHASES TO COMPLETE THE MASTER PLAN TO BE DETERMINED

NOTE:
THE TRAIL ALONG HOMESTEAD DRIVE WILL BE CONSTRUCTED WITH THE FIRST PHASE OF THE RESORT CORE IMPROVEMENTS WHICH IS PHASE 2 OF THE OVERALL RESORT MASTER PLAN.

MASTER PLAN APPROVED BY CITY COUNCIL AUGUST 27, 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD RESORT - LAND USE PLAN	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=60'	DESIGN BY: DRAWN BY: CNB	DATE: 5 MAY 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 3

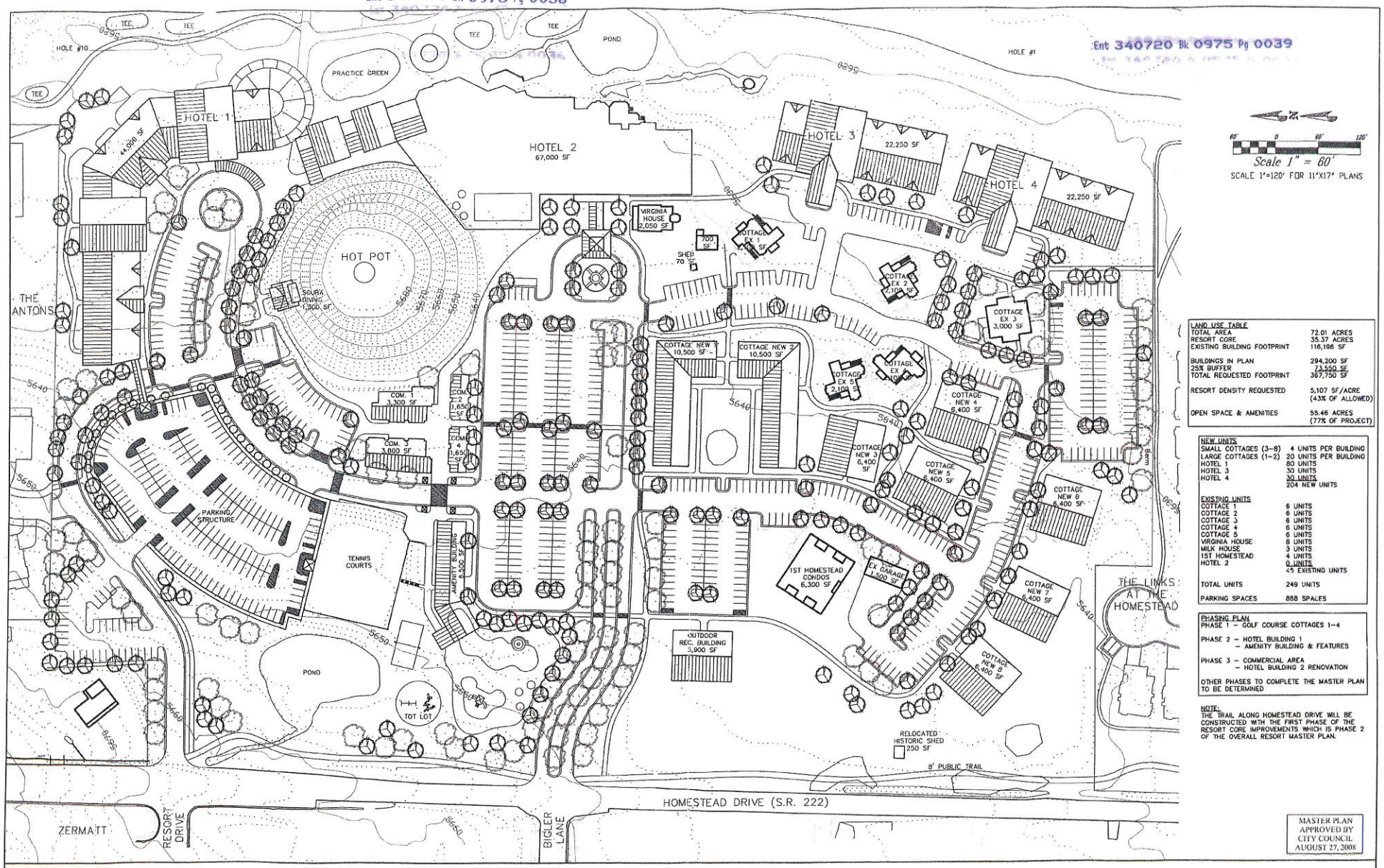
Ent 340720 Bk 0975 Pg 0036

Ent 340720 Bk 0975 Pg 0037

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD RESORT - GOLF COURSE COTTAGES	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE (435) 657-9749	SCALE: 1"=40'	DESIGN BY: DRAWN BY: CNB	DATE: 13 FEB 2008 REV:	DRAWING NO HOMESTEAD	SHEET NO 4

Ent 340720 Bk 0975 Pg 0038

Ent 340720 Bk 0975 Pg 0039



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COTTAGE 4	6 UNITS
COTTAGE 5	6 UNITS
VIRGINIA HOUSE	8 UNITS
MILK HOUSE	3 UNITS
1ST HOMESTEAD	4 UNITS
HOTEL 2	0 UNITS
	45 EXISTING UNITS
TOTAL UNITS	249 UNITS
PARKING SPACES	858 SPACES

PHASING PLAN

PHASE 1 – GOLF COURSE COTTAGES 1–4

PHASE 2 – HOTEL BUILDING 1
– AMENITY BUILDING & FEATURES

PHASE 3 – COMMERCIAL AREA
– HOTEL BUILDING 2 RENOVATION

OTHER PHASES TO COMPLETE THE MASTER PLAN TO BE DETERMINED

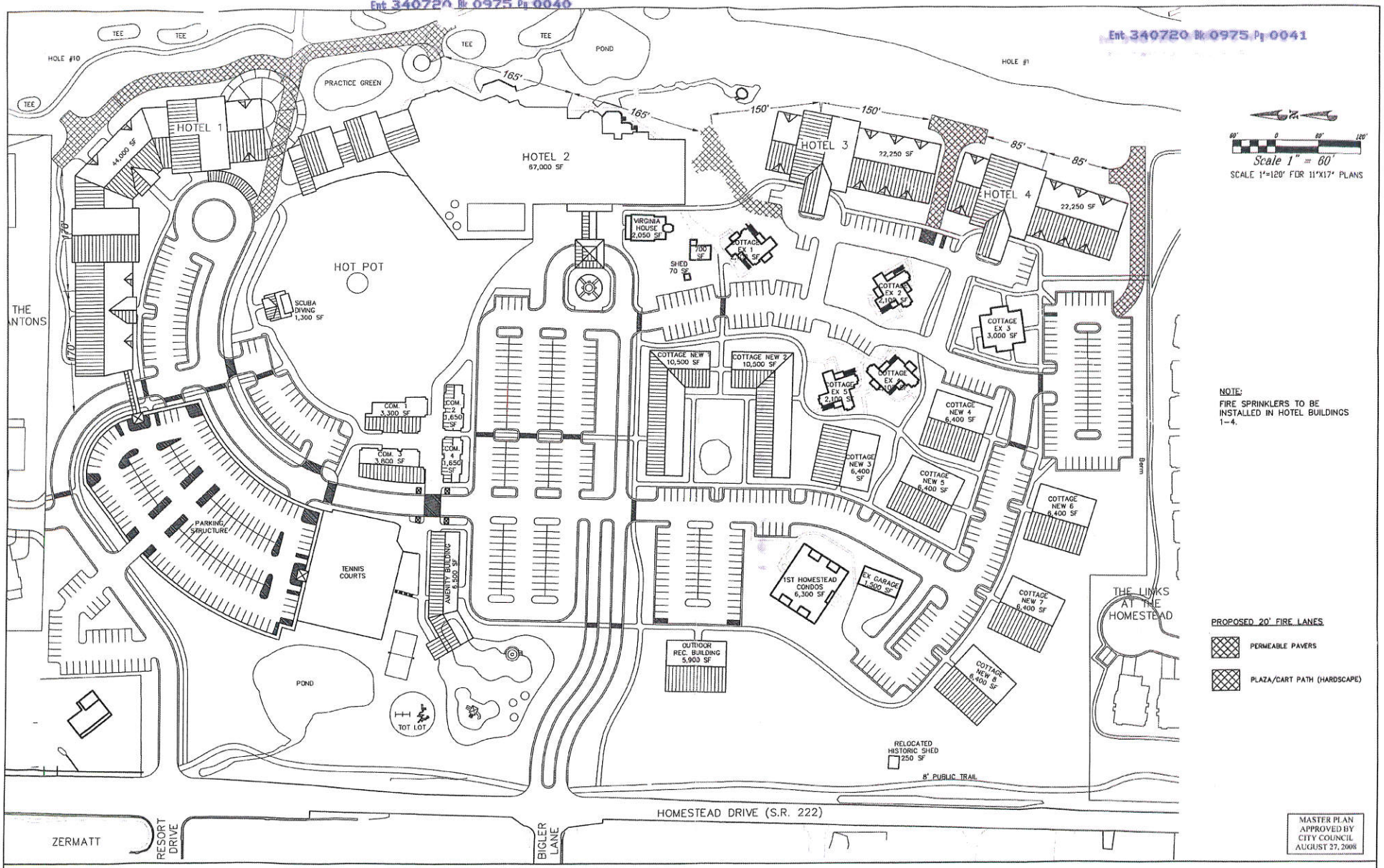
NOTE:
THE TRAIL ALONG HOMESTEAD DRIVE WILL BE CONSTRUCTED WITH THE FIRST PHASE OF THE RESORT CORE IMPROVEMENTS WHICH IS PHASE 2 OF THE OVERALL RESORT MASTER PLAN.

MASTER PLAN APPROVED BY CITY COUNCIL AUGUST 27, 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD RESORT - LAND USE PLAN W/CONTOURS	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=60'	DESIGN BY: DRAWN BY: CNB	DATE: 5 MAY 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 5

Ent 340720 Bk 0975 Pg 0040

Ent 340720 Bk 0975 Pg 0041



MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD - FIRE ACCESS MITIGATION PLAN	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=60'	DESIGN BY: DRAWN BY: CNB	DATE: 25 APR 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 6

Exhibit "C" - August 22, 2008

The Homestead

Resort Master Plan Parking Calculations

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 02.06.021 of the Midway City Zoning Ordinance provides the off-street parking standards for Midway City. Section 02.06.021.E. (Mixed Uses) states that *"..the total requirement for offstreet parking spaces shall be the sum of the requirements of the various uses computed separately. 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
Hotel units (new)	204	units
Hotel units (existing units to remain)	45	units
retail / commercial	12,600	sq. feet
restaurants	3,140	sq. feet
retail services (spa, scuba, amenities)	18,250	sq. feet
conference center	940	people
swimming pools	400	people
golf course	144	people
employees other than golf employees	200	employees

RESORT PARKING DEMAND

- Seasonal Variations
  - Peak use of recreation facilities occurs during summer period
- Time of Peak Use
  - Time of Peak Hour Demand is 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)
- 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 facility user are hotel guests (1)

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

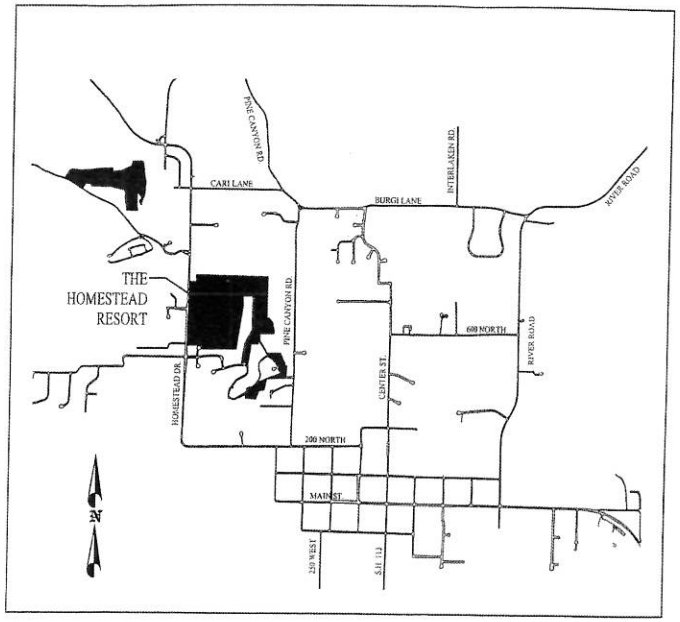
Use	Quantity	Unit	Parking Standard		Parking Space Subtotal	Peak Day Factor	Peak Hour Factor	Factor for Hotel Parking	Required Spaces
			Quantity	Unit					
Hotel units (new)	204	units	1	per unit	204	0.84	0.95	1.00	194
Hotel units (existing units to remain)	45	units	1	per unit	45	0.84	0.95	1.00	43
retail / commercial	12,600	sq. feet	4	per 1,000 sq. feet	50	1.00	1.00	0.40	20
restaurants	3,140	sq. feet	20	per 1,000 sq. feet	63	1.00	1.00	0.40	25
retain services (spa, scuba, amenities)	18,250	sq. feet	4	per 1,000 sq. feet	73	1.00	1.00	0.40	29
conference center	940	people	1	per 2 people	470	1.00	1.00	0.40	188
swimming pools	400	patrons	1	per 2 patrons	200	1.00	1.00	0.40	80
golf course	144	people	1	per 2 patrons	72	1.00	1.00	0.67	48
employees other than golf employees	200	employees	1	per employee	200	1.00	1.00	1.00	200
								Total Parking Spaces Required for Resort	**827**
								Total Parking Spaces in Resort Master Plan	**870**

Notes:

1. Section 02.006.021.12 of the Midway City Zoning Ordinance requires 1 parking space per 250 sq. feet for restaurants. The Institute of Traffic Engineers recommends 20 spaces per 1,000 sq feet for restaurants. The Institute of Traffic Engineers standard has been used for this analysis.
2. Golf course occupancy is based on 4 golfers per group and 2 groups per 18 holes.
3. It is estimated that at buildout at least 33% of the golfers will be guests of the resort.
4. Golf course employees park at the golf maintenance building which is not in the resort core area. Parking is provided for hotel, restaurant and retail employees in the main resort area.
5. The existing number of daytime, non-golf employees at The Homestead is 75. The expected number of daytime, non-golf employees at build out of the proposed master plan is 200 employees.

THE HOMESTEAD RESORT

RECREATIONAL RESORT MASTER PLAN



MIDWAY CITY
VICINITY MAP

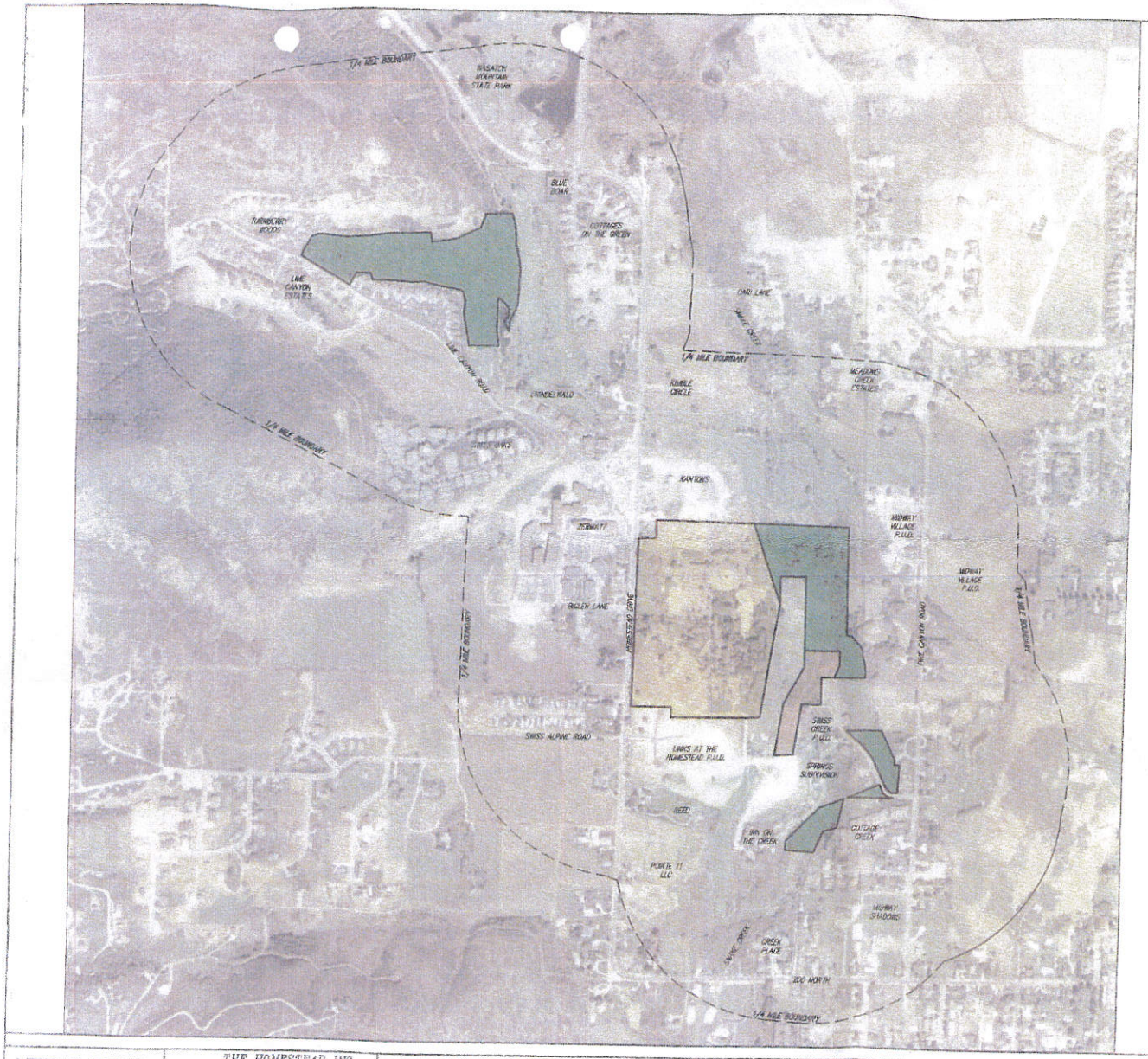
SHEET INDEX

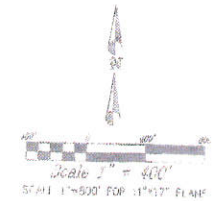
1. MASTER SITE PLAN
2. EXISTING CONDITIONS & SENSITIVE LANDS MAP
3. LAND USE PLAN
4. GOLF COURSE COTTAGES SITE PLAN
5. LAND USE PLAN WITH CONTOURS
6. FIRE ACCESS MITIGATION PLAN

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. 395585
DATE: 13 FEB 2008

THE HOMESTEAD RESORT - 13 FEBRUARY 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	COVER	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: NTS	DESIGN BY: DRAWN BY: CNB	DATE: 13 FEB 2008 REV:	DRAWING NO. COVER	SHEET NO. 0



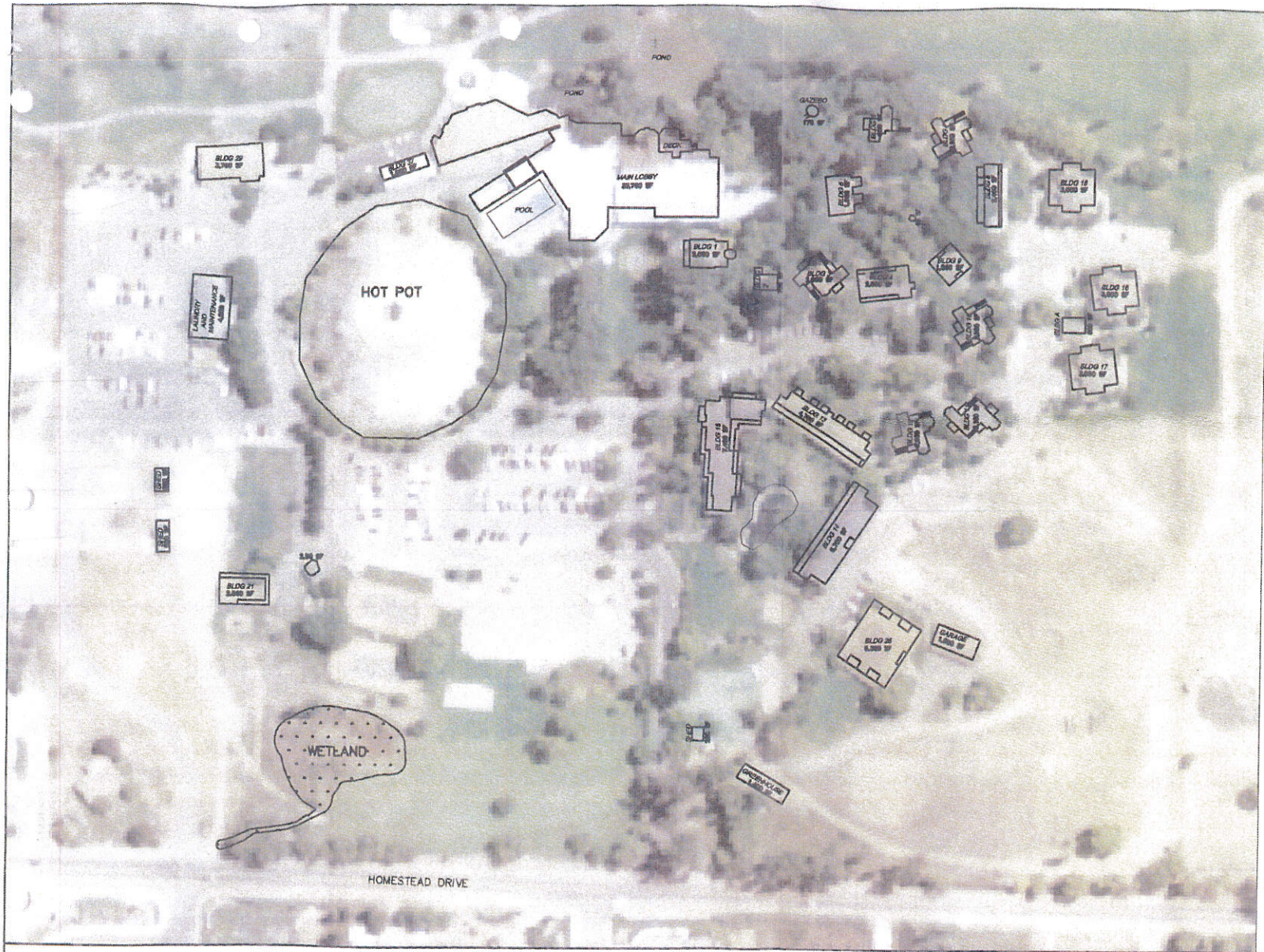


RESORT CORE

GOLF COURSE COTTAGES

OPEN SPACE INCLUDED IN HOMESTEAD RESORT MASTER PLAN (36.64 ACRES)

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	THE HOMESTEAD RESORT - MASTER SITE PLAN	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9748	SCALE: 1"=400'	DESIGN BY: DRAWN BY: CHE	DATE: 15 FEB 2008 REV:	DRAWING NO.: HOMESTEAD	SHEET NO.: 1



Scale 1" = 60'

SCALE 1"=120' FOR 11"X17" PLANS

EXISTING CONDITIONS

EXISTING BUILDING FOOTPRINT	116,196 SF
EXISTING PARKING SPACES	558 SPACES
EXISTING ASPHALT	7.20 ACRES

LEGEND

WETLANDS

SENSITIVE LANDS

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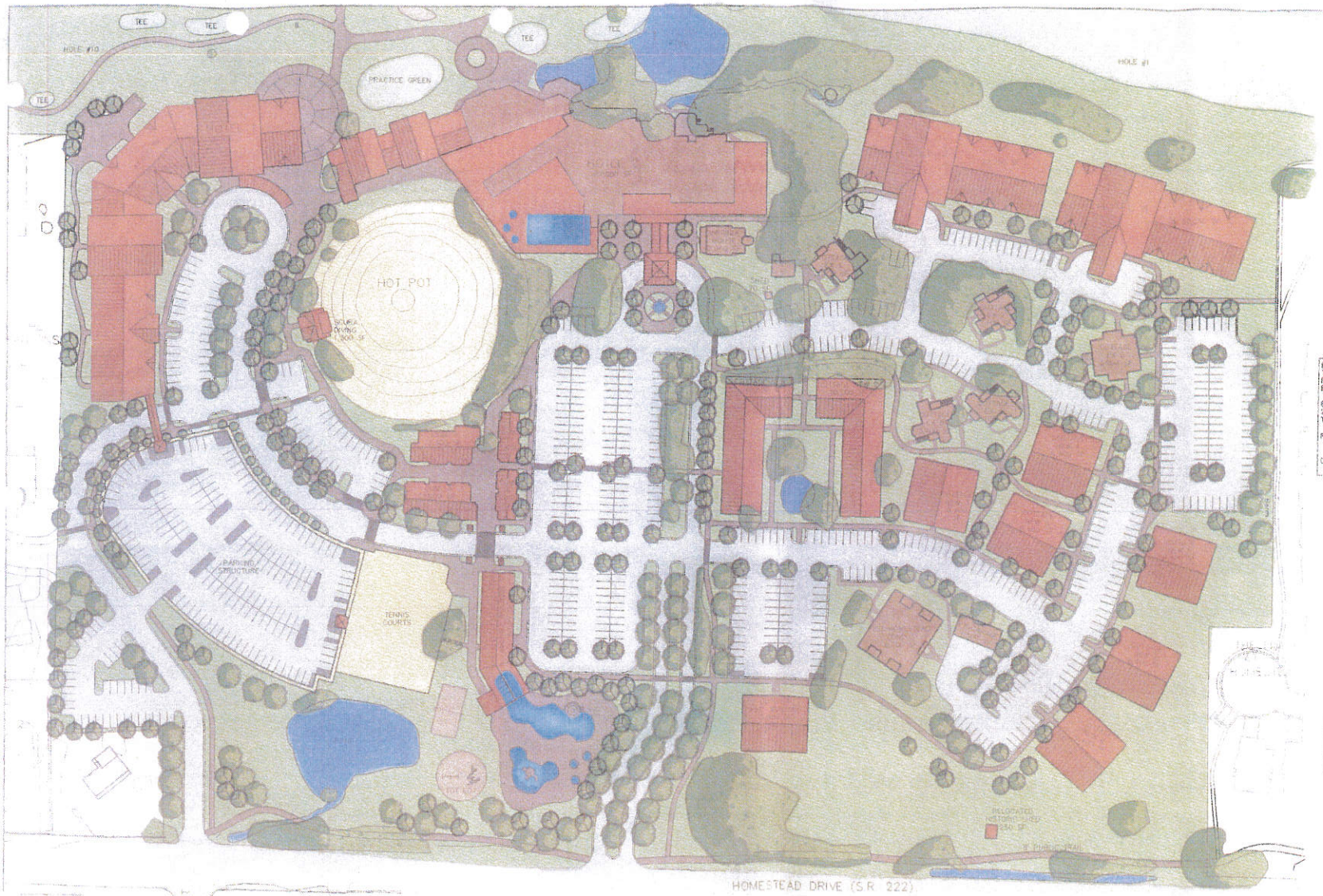
PAUL D. BERG P.E.

SERIAL NO. 206266

DATE 13 FEB 2008

MIDWAY CITY, UT	THE HOMESTEAD INC. ADDRESS: 700 NORTH HOMESTEAD DRIVE PHONE: (435) 654-1102	EXISTING CONDITIONS & SENSITIVE LANDS MAP	BERG ENGINEERING RESOURCE GROUP 380 E. MAIN ST. SUITE B, MIDWAY, UT PHONE: (435) 657-9749	SCALE: 1"=60'	DESIGN BY: DRAWN BY: CNB	DATE: 13 FEB 2008 REV:	DRAWING NO. HOMESTEAD	SHEET NO. 2



LAND USE TABLE	
TOTAL AREA	72.01 ACRES
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EXISTING BUILDING FOOTPRINT	118,198 SF
BUILDINGS IN PLAN	294,200 SF
25% BUFFER	73,550 SF
TOTAL REQUESTED FOOTPRINT	167,750 SF
RESORT DENSITY REQUESTED	8,107 SF/ACRE (43% OF ALLOWED)
OPEN SPACE & AMENITIES	55.48 ACRES (77% OF PROJECT)

NEW UNITS	
SMALL COTTAGES (3-8)	4 UNITS PER BUILDING
LARGE COTTAGES (1-2)	20 UNITS PER BUILDING
HOTEL 1	80 UNITS
HOTEL 3	30 UNITS
HOTEL 4	30 UNITS
	204 NEW UNITS
EXISTING UNITS	
COTTAGE 1	6 UNITS
COTTAGE 2	6 UNITS
COTTAGE 3	6 UNITS
COTTAGE 4	8 UNITS
COTTAGE 5	6 UNITS
VIRGINIA HOUSE	8 UNITS
MILK HOUSE	3 UNITS
1ST HOMESTEAD	4 UNITS
HOTEL 2	0 UNITS
	45 EXISTING UNITS
TOTAL UNITS	249 UNITS
PARKING SPACES	868 SPACES

PHASING PLAN

PHASE 1 - GOLF COURSE COTTAGES 1-4

PHASE 2 - HOTEL BUILDING 1
- AMENITY BUILDING & FEATURES

PHASE 3 - COMMERCIAL AREA
- HOTEL BUILDING 2 RENOVATION

OTHER PHASES TO COMPLETE THE MASTER PLAN TO BE DETERMINED

NOTE:
THE TRAIL ALONG HOMESTEAD DRIVE WILL BE CONSTRUCTED WITH THE FIRST PHASE OF THE RESORT CORE IMPROVEMENTS WHICH IS PHASE 2 OF THE OVERALL RESORT MASTER PLAN.

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

REG. S. WEBB, P.E.
SERIAL NO. 235265
DATE: 5 MAY 2008

MIDWAY CITY, UT

THE HOMESTEAD INC
ADDRESS: 700 NORTH HOMESTEAD DRIVE
PHONE (435) 654-1102

THE HOMESTEAD RESORT - LAND USE PLAN

SYNER ENGINEERING REPORTS & LAND
[illegible]

DATE 5 MAY 2008	DRAWING NO.	SHEET NO.
REV-	HOMESTEAD	3

MIDWAY CITY, UT | THE HOMESTEAD INC. | THE HOMESTEAD RESORT - GOLF COURSE COTTAGES

MIDWAY CITY, UT | THE HOMESTEAD INC. | THE HOMESTEAD - FIRE ACCESS MITIGATION PLAN

Exhibit 7

Michael Henke

From: Craig Simons <jcraigsimons@gmail.com>
Sent: Friday, July 10, 2020 10:02 PM
To: Michael Henke
Subject: Concerns regarding Homestead Resort Master Plan

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Michael,
I have been asking the new owners of the Homestead Resort for some time now for clarity on their intentions in regards to the Activity Center and seamless integration into their master plan regarding the Crater. Specifically, Crater guest check in and check out, and flow from the parking lot through the Activities Center and ultimately into the Crater. I have been unsuccessful in getting a sit down with them nor have I been asked to provide any input regarding the flow and operation of the Crater.

I noticed at the last City Council meeting Paul Berg presented their master plan ammendment proposal. The way I found out that they even had a plan was by seeing it on the City Council agenda. I didn't hear anything from them personally.

In the plan it appears that the Activities Center is grayed out on both phases. It is unclear to me what their intentions and timing are for the Activities Center and the Crater. On the plans presented I also do not see a drive up access in front of the Crater for the guests to unload their dive gear. Having a drive thru drop off location directly in front of the Crater is essential for our guest experience and it's also the way it has been for the last 25 years.

The Crater has been open and operating for the past 25 years. Since that time the Crater has hosted and brought to Midway nearly 1 Million people. Many of these guests stay at the local resorts (the Homestead being one of them), eat at local restaurants and have contributed in a major way to the local economy. Our guests come from the 7 out lying states and beyond and include many international guests from all over the world.

The intent for my email is to have noted before any revisions to the master plan are approved that the needs and interests of the Crater are considered. We want to continue normal operations and to continue to provide an exceptional guest experience. My concern is that this master plan amendment is being requested without ANY consideration or suggestions from us at the Crater and will affect our business and guest experience in a negative way.

I wanted to have my concerns noted and that we would be allowed to provide input on any plans that affect the Crater and guest experience.

Also, thank you for protecting the sensitive lands and for also recognizing the Crater as a major geological feature which should not be disturbed.

While I am looking forward to the improvements that will occur throughout the Homestead property I am concerned how it will affect how we do business.

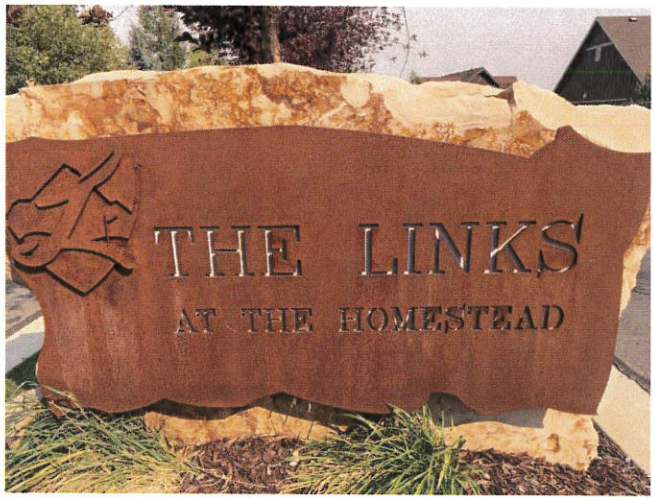
If you would like to give me a call to discuss or get clarification please feel free to reach out.

Thanks so much,

Craig Simons
Homestead Crater

Exhibit 8

The Links at the Homestead



The Links at The Homestead Owners' Association, Inc.'s Written Comments on the Homestead's Proposed Plan for Redevelopment to the Midway City Council
July 15, 2020

Dear Midway City Council Members:

We are writing on behalf of The Links at the Homestead Owners' Association, Inc. (the "The Links") in connection with the proposed Homestead redevelopment and request to amend the Homestead Master Plan (the "Proposed Project"). Summarized below are The Links' comments and concerns regarding the Proposed Project. Some of the comments pertain to areas that may be beyond the scope of the Council's discussion at this working meeting but are included so that you and the Homestead more fully understand the scope of our concerns and our suggestions for their resolution.

We respectfully request this letter be made part of the public record on this matter and considered by the Council in its review and decision on the Proposed Project. For the convenience of the Council, an illustration of the Proposed Project showing the areas of concern to The Links is included with this letter.

As a preliminary matter, please note that some, but not all, of the below comments and concerns have been discussed with the Homestead directly. However, as of the date of this letter, The Links and the Homestead have not come to any formal agreement on any of these , including, specifically, amendment or replacement of the 2005 easement agreement between the parties.

As the Council may be aware, in 2005, the developer of The Links entered into an agreement with the Homestead (the "2005 Easement Agreement") which purports to provide the Homestead with a limited access easement over a private road in The Links and a utility easement for the Homestead's development of up to five (5) individual lots across from the golf course's hole 10.

The status of the 2005 Easement Agreement is discussed in more detail below but briefly, the Council should be aware that the access easement grant in the 2005 Easement Agreement is extremely limited in nature in that it provides access for up to only five (5) individual lots and, therefore, should not be considered in determining an available point of access for the portion of the Proposed Project abutting The Links or any other portion of the Proposed Project.

The Links anticipates having a discussion with the Homestead sometime after the Council's July 21 work session with the goal of negotiating a new agreement with the Homestead which, upon execution by the parties and recording, will supersede and replace the 2005 Easement Agreement. The Links is informed and believes that a new easement agreement between the parties granting the Homestead a right of access easement sufficient to accommodate the proposed 48 units across from the golf course's hole 10 identified in the Proposed Project may be required as a condition precedent to approval of the Proposed Project (or the portion thereof adjacent to the Links).

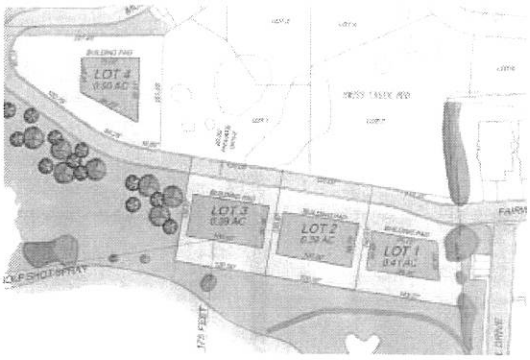
The Links

The Links is a planned unit development located to the south of the Homestead comprised of fifty-six (56) homes. The roads within The Links (St. Andrews Drive, Bayhill Drive, N 680 W, and Fairway Drive) are privately owned. Collectively, homeowners in The Links have over $40 million invested in these homes and the common areas. Understandably, we are keenly interested in and supportive of redevelopment and expansion of the Homestead but only in a manner that preserves and protects property values and enjoyment of where we live.

The 2005 Easement Agreement

As noted above, in December 2005, the original developers of The Links, Fox Point, LLC and Utah Home Building Company, entered into an agreement entitled "Declaration and Grant of Easement" with the Homestead, a copy of which is also included with this letter. Among other things, the 2005 Easement Agreement easement granted an access easement for an area included in the 2008 Master Plan involving five (5) individual lots for construction of up to five (5) single family residences.

The 2005 Easement Agreement states, in relevant part: "...***[S]uch use shall be limited to the Grantee and the owners of no more than five (5) lots developed or to be developed by Grantee located to the east of hole 10***..." (Emphasis added). Consistent with the limits of this access easement grant, the 2008 Master Plan proposed development of four (4) lots which were shown as follows:



Far from the four (4) single-family lots identified in the 2008 Homestead Mater Plan for which the access easement was granted, the plan now proposed by the Homestead involves forty-eight units (Four (4) multi-unit buildings containing eight (8) hotel units each). (See Fairway extension shown in the attached document).

By its terms, the non-exclusive access easement grant to the Homestead for no more than five (5) individual lots has no applicability to the current access proposed by the Homestead. To conclude

otherwise would impose an untenable and material additional burden on The Links residents. If necessary to protect its private roads, The Links will seek enforcement of the express limitation of the access easement grant to five (5) lots.

Access of Homestead guests and personnel to The Links

- The Homestead has represented that construction vehicles for the Homestead project will not be allowed on The Links property at any time. Accordingly, any approval of the Proposed Project by the Council should be expressly conditioned on a written restriction to that effect.
- The Homestead has also represented that they intend to transport guests to the Fairway buildings in golf carts that would travel on the golf cart path to the north of the driving range. Thus, they represent that these carts would not be driven on The Links streets at all. However, the Homestead has also stated in an email to the undersigned that guests can rent golf carts and that "there is no guarantee that a guest will not drive there on their own, but our hope is that they will utilize golf carts to access those rooms." The Links requests that the Homestead institute procedures that will better ensure that guests will not drive down our streets. This is discussed further below.
- In addition, the Homestead has stated that there will be no parking spots for cars on the Fairway extension and that the parking spots shown on the drawing are for golf carts only. The Links would like this confirmed in an approval of the Proposed Project.
- Despite those statements by the Homestead, we believe that the "street" on the Fairway extension should be redesigned so that it doesn't look like a regular street that would invite guests to drive there. For example, it appears to be as wide as a regular street even though it does not appear to have parking spaces for cars. It should be narrowed so that guests will not assume it is a regular street available for street traffic. And certainly this "street" should have signage on it saying that cars are not allowed.
- In addition, we would suggest that guests who check in and will stay in the new buildings on Fairway be told that they can only park in the main Homestead parking lots and not on the Fairway extension and that they can't drive a golf cart into our development for any reason except to cross Bayhill from the golf cart path on the 10th green when they are playing golf. There should be electronic messages on the golf carts about where the golfer can drive and not drive, and the starter should track golf carts to be sure that they don't go down The Links streets. In addition, there should be signage at the southern end of the Fairway extension telling guests that golf carts are only to be ridden on the Homestead's paths and not on The Links streets.
- The Homestead has represented to The Links that the dirt path to the west of the 10th green is for maintenance crew golf carts. If this is indeed the case, we question why it would be connected to building #18? It shouldn't be connected as maintenance staff will not be accessing this path from guest rooms. We request that the Homestead modify the access point for this path and that signage be added indicating that it is only for maintenance crews and that golf carts driven by guests are not allowed on that path.
- Since we would not anticipate the golf cart path for the maintenance crew to be used when it is dark, we would also request a restriction on lights on the path which could shine into our residents' homes. Also, since the golf cart path going from the main building to the Fairway hotel rooms would be used at night, it will need lights and we believe that these should be dark sky lighting.
- The Links already has signage at our entrance indicating that the streets are private and there is no access. We would plan to add additional signage indicating that our streets do not provide access to the Homestead.

Parking lot behind St. Andrews homes

- The Homestead has represented that this lot will utilize dark sky lighting. This is certainly necessary, and we would request that this be noted as an express requirement for approval of the Proposed Project.
- To help cut down on the car lights shining into The Links homes at night, the stalls should be reconfigured so that vehicles park east and west and not north and south as shown in the attached drawing.

Wall between the Homestead and The Links

- Understandably, The Links is concerned about delineation between The Links and the immediately adjacent portions of the Proposed Project. Specifically, with regard to the proposed new Homestead parking lot adjacent to the homes on St. Andrews Drive and N 680 W, The Links believes that a 4' high masonry wall should be installed. A decorative split face block wall is low maintenance and will last for years. Large bushes can be planted in front of it to soften the look. The wall should be 4 feet high at a minimum to block headlights. Residents will still be able to see the mountains.
- Berms are difficult to maintain and have costly upkeep. Plus, plantings take years to mature and planting trees on top of a berm will block the view of the mountains.

New Buildings

- With regard to the aesthetics of the Proposed Project, we believe that these hotel buildings on the Fairway extension really don't belong here. They are too far from the main building and too hard to get to. And you can't use them in the winter since guests will be unable to get there by golf carts. These should be moved somewhere else.
- What do buildings 18 and 21 look like? How tall will they be? Where will the "natural grade" of each building be?
- What kind of lighting will there be on the outside of the buildings and in the common areas? There should be no lights that shine onto St. Andrews, 680N and Fairway homes?
- Will the hotel rooms on Fairway need to be protected from errant golf balls with netting? How high is that netting and where would it go?

Sports Courts

- The Links is concerned that the proposed sports courts will create noise during the day and at night and require additional lighting which may detract from the night skies. Additionally, does the plan include any screening that may be necessary to prevent balls from going outside the courts? We believe that screening is necessary to protect against stray balls as a potential health and safety issue.
- To reduce the risk of nuisance and in the interest of safety, we wonder whether the courts could be moved further north and the buildings where the courts are located moved further to the south.
- Wherever the courts are finally located, we believe they should be closed no later than 9 pm and the lights should be turned off to prevent visual nuisance and light pollution of the night skies.

Horse Barns

- Horse barns invariably generate horse smell and flies. To prevent the creation of a nuisance issue, we would inquire as to whether the barn and building 18 to the north should be moved north at least 75 feet so there is more separation from the St. Andrews and N 680 W homes.
- Related to this item, we also request clarification of the applicable height restrictions for the buildings near the barn as well as a description of their intended use. We note that presently, there is no designation or description.

Ditch and Bike Path

- The Links request the Council's assistance in clarifying whether the ditch shown on the west side of the Proposed Project would connect to the ditch in front of The Links? To the extent the ditch would link with the ditch along the front of The Links, we are concerned about the impact of that connection on water levels, possible debris and other potential negative effects and request the Council obtain the details of the Proposed Project with respect to this issue.
- Similarly, it is not clear from the Proposed Project plans whether the proposed bike path would connect to the paved path at the front of The Links. To the extent this bike path is intended to connect, we request the Council's assistance in obtaining additional details.

Storm Water Runoff

The Links would like the Homestead to describe how they plan to control storm water runoff from their property and buildings so that it doesn't flow to The Links property including the ditch on Homestead Drive, the homes on N 600 W, St. Andrews, and Fairway Dr., and in our sewer system.

In conclusion, while The Links is supportive of redevelopment and expansion of the Homestead and wants to be a good neighbor, we do not believe that the existing 2005 Easement Agreement provides the Homestead with an access point to any of the proposed 48 units across from hole 10. Accordingly. the Homestead's negotiation of a new easement agreement should be a condition precedent to any approval of the Proposed Project.

Additionally, the Proposed Project presents a number of other issues and concerns which may require more detailed information from the Homestead. We appreciate the Council's attention to and consideration of these issues.

Submitted by:

Kenneth Ross

Kenneth Ross
President
The Links at the Homestead Owners' Association, Inc.

Cc: Melyssa Davidson, Esq.
Wrona DuBois

HOMESTEAD RESORT | SITE CONCEPT

MAY 21, 2020

Fl

Exhibit 9

Ent 295086 Bk 0821 Pg 0117-0128
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2006 JAN 11 3:09pm Fee 33.00 MWC
FOR FIRST AMERICAN TITLE - PARK CI
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:

Paul M. Durham, Esq.
DURHAM JONES & PINEGAR
111 E. Broadway, Suite 900
Salt Lake City, Utah 84111

DECLARATION AND GRANT

OF

EASEMENT

This Declaration and Grant of Easement ("***Declaration and Grant***") is made and entered into as of December 29th, 2005, by and between FOX POINT, LLC, a Utah limited liability company, and UTAH HOME BUILDING COMPANY, a Utah corporation (collectively "***Grantor***"), whose address is 4682 South 150 West, Murray, Utah 84107, and THE HOMESTEAD, INC., a Utah corporation ("***Grantee***"), whose address is 700 N. Homestead Drive, Midway, Utah 84049.

RECITALS

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor an easement upon, over and across the road or roads (the "***New Roads***" or the "***Easement Property***") to be built upon that certain real property owned by Grantor and located in Wasatch County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "***Grantor Property***").

WHEREAS, Grantor, will extend utility services, to include main sewer line, main water line, electric power, natural gas, and telephone (the "***Utilities***") to Grantee's property line at the Access Point more particularly described in Exhibit "B",.

WHEREAS, the easement with respect to the New Roads is for the purpose of providing Grantee with non-exclusive access over and across the New Roads to and from that certain real property of Grantee (the "***Grantee Property***") located north of Grantor's northern property line at the Access Point more particularly described in Exhibit "B" attached hereto and incorporated herein; provided, however, that such use shall be limited to Grantee and the owners of no more than five (5) lots developed or to be developed by Grantee located to the east of hole No. 10 on the Homestead Golf Course and such lot owner's guests and invitees.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom and TEN AND NO/100 DOLLARS ($10.00) paid by Grantee and received this day by Grantor and other good and valuable consideration, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to Grantee a nonexclusive easement and right of way (the "***Easement***") upon, over and across the Easement Property to utilize the New Roads and utilities solely for the uses described herein. As used hereinafter, "Grantee" shall include Grantee, its successors and assigns, and the owners of the five (5) lots developed or to be developed by Grantee on the Grantee Property located to the east of the hole No. 10 green on the Homestead Golf Course, and such lot owner's successors and assigns, employees, tenants, guests, permitees, representatives, agents, and invitees. Notwithstanding the earlier recordation of this Easement, this Easement will only become effective and Grantee may only begin to use the Easement for the uses described herein once Grantor has completed construction of the New Roads and Utilities. Grantee shall have no obligation at any time for the costs of design, construction or maintenance of the New Roads or Utilities.

2. Exclusive use of the Easement Property is not hereby granted, and the right and easement for ingress and egress in common with Grantee hereby is expressly reserved by Grantor. Grantor reserves the right to make any use of the Easement Property and to grant others the right to use the Easement Property including without limitation the dedication of the Easement Property for the public use, so long as any such use does not permit any person to unreasonably interfere with the non-exclusive right and easement for use and related ingress and egress which is herein granted to Grantee.

3. The use by the holders of the dominant tenements of the easement granted herein shall be limited to such uses as are described herein, which uses shall be made in such a manner as will least interfere with the use of the servient tenements by the owners and lessees thereof.

4. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Wasatch County, Utah. Grantee may elect to terminate its use of the Easement Property at any time. In connection with any such termination, Grantee shall execute and deliver to Grantor, suitable for recording, a termination of this Declaration and Grant, to evidence such termination and to remove any encumbrance therefor on the Grantor Property.

5. No person shall be deemed to be in default of any provision of this Declaration and Grant except upon the expiration of ten (10) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration and Grant, unless such person, prior to the expiration of said ten (10) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including without limitation reasonable expenses, attorney fees and costs.

6. After Grantor has completed its construction of the New Roads over the Easement Property, it shall be Grantor's sole responsibility and obligation to maintain, repair and keep in good condition the New Roads until such time as the New Roads becomes a publicly dedicated street or road.

7. Grantee shall indemnify and agrees to defend and hold Grantor harmless from any claims, causes of action, damages or litigation arising from the use of the Easement by Grantee or any employees, tenants, guests, permitees, representative, agents, and invitees of Grantee. Similarly, any successor or assign of Grantee shall indemnify and agrees to defend and hold Grantor harmless from any claims, causes of action, damages or litigation arising from the use of the Easement by such successor or assign or any successors and assigns, employees, tenants, guests, permitees, representative, agents, and invitees of such successor or assign of Grantee. Grantor shall indemnify and agrees to defend and hold Grantee harmless from any claims, causes of action, damages or litigation arising from the use of the Easement by Grantor or any employees, tenants, guests, permitees, representatives, agents, and invitees of Grantor. Similarly, any successor or assign of Grantor shall indemnify and agrees to defend and hold Grantee harmless from any claims, causes of action, damages or litigation arising from the use of the Easement by such successor or assign or any employees, tenants, guests, permitees, representatives, agents, and invitees of such successor or assign of Grantor.

8. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

9. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof, except for the Development Agreement and that certain Declaration of Covenants, Conditions and Restrictions entered into by Grantee and Grantor and recorded on or about this day with the office of the County Recorder of Wasatch County, Utah. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any party.

10. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the records of the County Recorder of Wasatch County, Utah.

11. All of the provisions in this Declaration and Grant, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. The grant of the Easement herein is coupled with an interest for the benefit of the Grantee Property and shall run with the land of the Grantor Property.

12. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant.

[Signature Page Follows]

IN WITNESS WHEREOF Grantor and Grantee hereby enter into this Declaration and Grant effective as of the date first indicated above.

GRANTOR: FOX POINT, LLC,
a Utah limited liability company

By_____
Its: _____

DATE: _____ day of _____, 2005.

UTAH HOME BUILDING COMPANY,
a Utah corporation

By_____
Its: _____

DATE: _____ day of _____, 2005

GRANTEE: THE HOMESTEAD, INC.
a Utah corporation

Brett Mathwich

DATE: 29 day of December, 2005.

STATE OF Utah)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of Fox Point, LLC, a Utah limited liability company.

_____
Notary Public

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of Utah Home Building Company, a Utah corporation.

_____
Notary Public

STATE OF Utah)
: ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 29 day of December, 2005, by Britt Mathwick, the President of The Homestead, Inc., a Utah corporation.

Scott Chatwin
Notary Public

Notary Public
SCOTT A. CHATWIN
1755 Prospector Avenue, Ste A-100
Park City, Utah 84060
My Commission Expires
January 25, 2008
State of Utah

IN WITNESS WHEREOF Grantor and Grantee hereby enter into this Declaration and Grant effective as of the date first indicated above.

GRANTOR:

FOX POINT, LLC,
a Utah limited liability company

By _____
Its: _____

DATE: ____ day of _____, 2005.

UTAH HOMEBUILDING COMPANY,
a Utah corporation

By _____
Its: _____

DATE: ____ day of _____, 2005

GRANTEE:

THE HOMESTEAD, INC.
a Utah corporation

Brett Mathwich

DATE: 29 day of December, 2005.

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 10th day of January, 2006 by Jeffrey D. Peterson the Manager of Fox Point, LLC, a Utah limited liability company.

Notary Public
BABS W. ISON
6925 S. Union Park Center, #160
Midvale Utah 84047
My Commission Expires
October 31, 2006
State of Utah

Babs W. Ison
Notary Public

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 10th day of January, 2006 by Jeffrey D. Peterson the President of Utah Home Building Company, a Utah corporation.

Notary Public
BABS W. ISON
6925 S. Union Park Center, #160
Midvale Utah 84047
My Commission Expires
October 31, 2006
State of Utah

Babs W. Ison
Notary Public

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of The Homestead, Inc., a Utah corporation.

_____
Notary Public

OMI-0225
OMI-0270-1

EXHIBIT "A"

Description of Grantor Property

Property located in Wasatch County, Utah, more particularly described as follows:

LINKS AT THE HOMESTEAD P.U.D.
BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.51 FEET FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE SOUTH 89°58'24" EAST 313.50 FEET;
THENCE SOUTH 00°49'36" WEST 78.38 FEET;
THENCE SOUTH 89°58'24" EAST 560.99 FEET;
THENCE NORTH 87°39'07" EAST 129.07 FEET;
THENCE NORTH 09°20'30" EAST 895.18 FEET;
THENCE NORTH 212.68 FEET;
THENCE EAST 197.77 FEET;
THENCE SOUTH 699.74 FEET;
THENCE SOUTH 29°15'03" WEST 325.39 FEET;
THENCE SOUTH 09°01'36" WEST 408.50 FEET;
THENCE NORTH 86°58'36" EAST 277.55 FEET;
THENCE SOUTH 03°01'30" EAST 205.30 FEET;
THENCE SOUTH 04°23'23" WEST 120.41 FEET;
THENCE SOUTH 58°08'58" WEST 458.40 FEET;
THENCE NORTH 68°55'56" WEST 292.29 FEET;
THENCE NORTH 68°34'46" WEST 560.39 FEET;
THENCE SOUTH 89°00'36" WEST 234.77 FEET;
THENCE NORTH 01°38'04" EAST 611.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26.14 AC

Subject to all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Ent 295086 Bk 0821 Pg 0126

BUILDING PAD COORDINATES

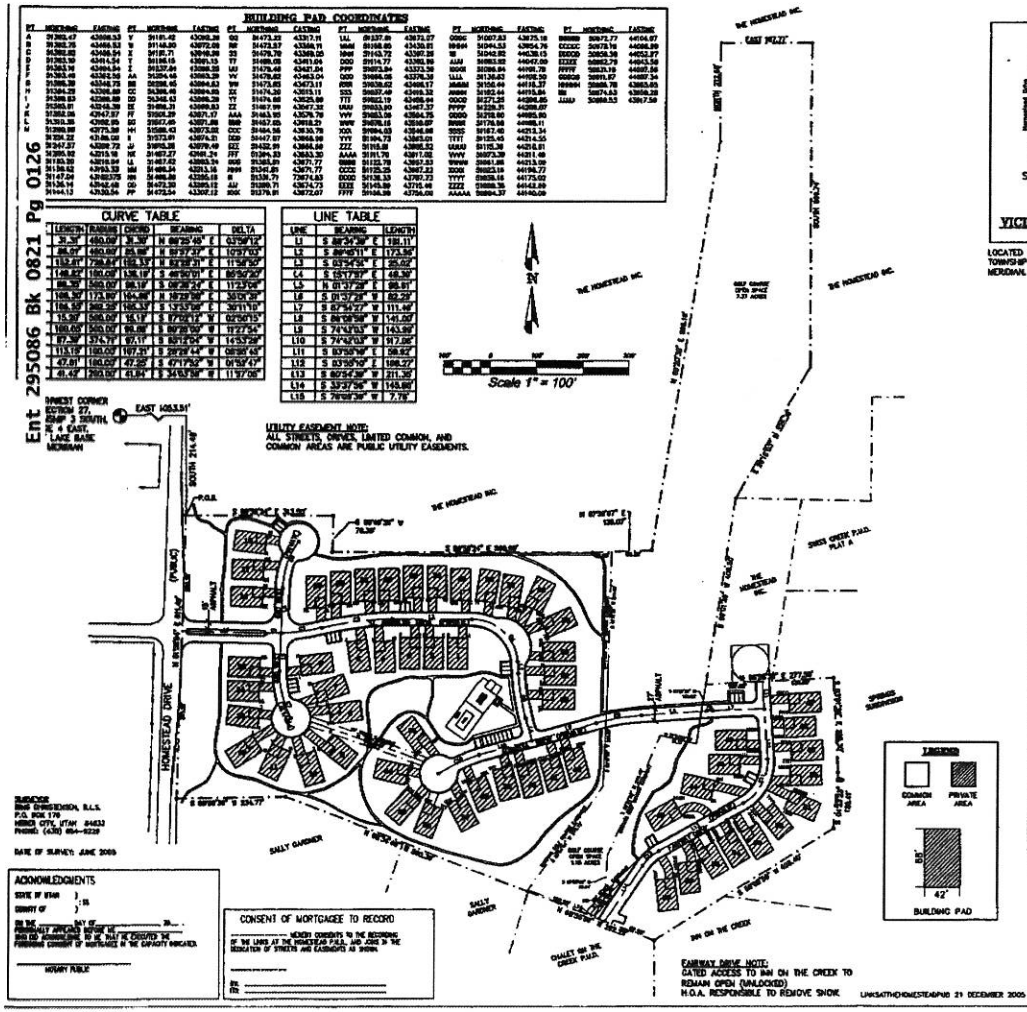
PT	NORTHING	EASTING	PT	NORTHING	EASTING	PT	NORTHING	EASTING	PT	NORTHING	EASTING	PT	NORTHING	EASTING	PT	NORTHING	EASTING
A	31202.47	43666.53	Y	31181.42	43092.38	GG	31473.31	43317.91	LLL	31337.06	43372.07	OOOO	31007.83	43675.16	BBBBB	30972.77	44104.07
B	31202.75	43666.52	Z	31148.30	43072.08	HH	31473.57	43308.91	MMM	31168.05	43430.81	PPPP	31044.53	43954.76	CCCCC	30978.16	44088.99
C	31202.82	43668.54	A	31135.71	43048.80	II	31478.78	43308.08	NNN	31163.73	43397.38	QQ	31042.82	44538.15	DDDDD	30858.38	44052.27
D	31203.10	43411.54	I	31135.15	43051.15	JJ	31488.03	43411.04	OOO	31114.77	43392.90	RRR	31083.82	44047.00	EEEEE	30882.79	44043.56
E	31203.14	43404.54	J	31135.44	43088.58	KK	31478.48	43407.04	PPP	31073.34	43373.38	SSSS	31086.84	44081.78	FFFFF	30853.19	44087.66
F	31203.40	43362.56	AA	31094.45	43083.39	LL	31479.82	43463.04	QQQ	31066.05	43378.38	TTTT	31126.62	44088.90	GGGGG	30891.87	44087.34
G	31206.30	43348.73	BB	31088.45	43084.63	MM	31473.03	43473.11	RRR	31038.62	43408.17	UUUU	31156.44	44018.37	HHHHH	30888.78	43863.65
H	31204.23	43308.60	CC	31088.40	43094.80	NN	31474.30	43513.11	SSS	31037.49	43419.32	VVVV	31162.44	44019.84	III	30874.63	43858.28
I	31208.83	43288.59	DD	31048.43	43096.29	OO	31474.68	43525.08	TTT	31002.19	43450.94	WWWW	31177.27	44084.82	JJJJ	30880.53	43917.58
J	31203.81	43248.39	EE	31086.31	43099.83	PP	31467.98	43547.32	UUU	31000.10	43457.37	XXXX	31228.31	44086.07			
K	31202.06	43247.57	FF	31086.29	43071.37	QQ	31463.95	43576.79	VVV	31003.16	43564.75	YYYY	31230.00	44083.90			
L	31203.38	43002.25	GG	31057.45	43071.88	RR	31462.05	43612.21	WWW	31005.18	43568.87	ZZZZ	31176.98	44085.11			
M	31200.98	42775.39	HH	31086.43	43073.02	SSS	31464.96	43630.79	XXX	31004.43	43646.88	AAAAA	31167.40	44213.34			
N	31204.22	42486.08	II	31073.01	43074.31	TTT	31447.07	43664.98	YYY	31004.73	43685.01	BBBBB	31125.45	44214.55			
O	31247.37	42209.72	JJ	31093.28	43079.49	UUU	31452.91	43664.60	ZZZ	31015.82	43688.52	CCCCC	31125.38	44215.81			
P	31285.92	42213.18	KK	31087.27	43081.24	VVV	31384.33	43663.30	AAAA	31011.70	43711.02	DDDDD	31087.38	44211.48			
Q	31183.30	42210.04	LL	31087.42	43083.34	WWW	31383.01	43671.77	BBBB	31123.78	43717.33	EEEEE	30961.88	44213.09			
R	31184.62	42193.33	MM	31088.34	43213.16	XXX	31340.89	43671.77	CCCC	31125.26	43717.77	FFFFF	30823.16	44194.77			
S	31187.04	42182.078	NN	31088.30	43220.18	YYY	31338.71	43674.63	DDDD	31138.33	43767.73	GGGGG	30823.16	44173.02			
T	31126.11	42182.08	OO	31072.30	43295.12	ZZZ	31288.71	43674.73	EEEE	31145.99	43715.44	HHHHH	30888.38	44142.89			
U	31144.12	42180.86	PP	31072.04	43302.12	AAA	31278.81	43672.07	FFFF	31148.88	43726.08	IIIIII	30884.37	44040.08			
V	31144.12	42180.86	PP	31072.04	43302.12	AAA	31278.81	43672.07	FFFF	31148.88	43726.08	IIIIII	30884.37	44040.08			
W	31181.42	43092.38	QQ	31073.31	43317.91	BBB	31337.06	43372.07	GGGG	31007.83	43675.16	JJJJJ	30880.53	43917.58			

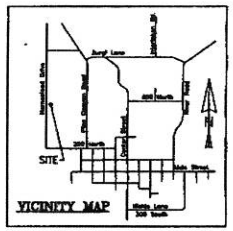
CURVE TABLE

LENGTH	RADIUS	CHORD	BEARING	DELTA
30.30'	480.00'	30.30'	N 00°35'49" E	03°36'13"
86.07'	480.00'	85.96'	N 07°17'37" E	10°16'03"
132.81'	736.84'	132.63'	N 02°38'31" E	10°36'00"
148.82'	190.00'	138.19'	S 46°50'01" E	80°30'20"
96.35'	500.00'	96.19'	S 06°28'24" E	11°23'08"
166.30'	172.00'	154.08'	N 19°23'00" E	55°23'40"
184.35'	300.00'	181.53'	S 13°43'58" E	35°11'10"
15.30'	500.00'	15.13'	S 87°52'14" W	02°06'15"
100.00'	500.00'	99.88'	S 80°39'00" W	11°27'54"
87.39'	374.79'	87.17'	S 80°12'04" W	14°53'28"
113.18'	180.00'	110.37'	S 59°39'14" W	36°00'45"
47.91'	180.00'	47.75'	S 47°17'52" W	15°14'47"
41.42'	200.00'	41.34	S 34°53'58" W	11°87'06"

LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°31'39" E	198.11'
L2	S 89°49'11" E	173.55'
L3	S 03°24'54" E	25.00'
L4	S 03°17'37" E	48.30'
L5	N 01°37'29" E	88.91'
L6	S 01°37'29" W	83.22'
L7	S 87°54'27" W	111.46'
L8	S 84°08'59" W	141.00'
L9	S 74°43'03" W	143.99'
L10	S 74°43'03" W	117.08'
L11	S 83°59'00" E	58.62'
L12	S 83°59'00" E	198.27'
L13	S 80°54'38" W	211.30'
L14	S 39°37'06" W	148.88'
L15	S 78°08'38" W	7.78'





LOCATED IN THE SOUTHWEST CORNER OF SECTION 34 TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN.

ADDRESSING TO BE COMPLETED BY U.S. DEPARTMENT

ADDRESS TABLE

LOT	ADDRESS
1	629 WEST 3N AUGUSTA DRIVE
2	630 WEST 3N AUGUSTA DRIVE
3	631 WEST 3N AUGUSTA DRIVE
4	632 WEST 3N AUGUSTA DRIVE
5	633 WEST 3N AUGUSTA DRIVE
6	480 NORTH 600 WEST
7	482 NORTH 600 WEST
8	484 NORTH 600 WEST
9	486 NORTH 600 WEST
10	488 NORTH 600 WEST
11	490 NORTH 600 WEST
12	492 NORTH 600 WEST
13	494 NORTH 600 WEST
14	496 NORTH 600 WEST
15	498 NORTH 600 WEST
16	500 NORTH 600 WEST
17	502 NORTH 600 WEST
18	537 NORTH 600 WEST
19	555 WEST 3N AUGUSTA DRIVE
20	556 WEST 3N AUGUSTA DRIVE
21	557 WEST 3N AUGUSTA DRIVE
22	558 WEST 3N AUGUSTA DRIVE
23	559 WEST 3N AUGUSTA DRIVE
24	560 WEST 3N AUGUSTA DRIVE
25	561 WEST 3N AUGUSTA DRIVE
26	562 WEST 3N AUGUSTA DRIVE
27	563 WEST 3N AUGUSTA DRIVE
28	564 WEST 3N AUGUSTA DRIVE
29	565 WEST 3N AUGUSTA DRIVE
30	566 WEST 3N AUGUSTA DRIVE
31	567 WEST 3N AUGUSTA DRIVE
32	568 WEST 3N AUGUSTA DRIVE
33	569 WEST 3N AUGUSTA DRIVE
34	570 WEST 3N AUGUSTA DRIVE
35	571 WEST 3N AUGUSTA DRIVE
36	572 WEST 3N AUGUSTA DRIVE
37	573 WEST 3N AUGUSTA DRIVE
38	574 WEST 3N AUGUSTA DRIVE
39	575 WEST 3N AUGUSTA DRIVE
40	576 WEST 3N AUGUSTA DRIVE
41	577 WEST 3N AUGUSTA DRIVE
42	578 WEST 3N AUGUSTA DRIVE
43	413 NORTH FAIRWAY DRIVE
44	418 NORTH FAIRWAY DRIVE
45	424 NORTH FAIRWAY DRIVE
46	429 NORTH FAIRWAY DRIVE
47	434 NORTH FAIRWAY DRIVE
48	439 NORTH FAIRWAY DRIVE
49	444 NORTH FAIRWAY DRIVE
50	449 NORTH FAIRWAY DRIVE
51	454 NORTH FAIRWAY DRIVE
52	459 NORTH FAIRWAY DRIVE
53	464 NORTH FAIRWAY DRIVE
54	469 NORTH FAIRWAY DRIVE
55	474 NORTH FAIRWAY DRIVE
56	479 NORTH FAIRWAY DRIVE
57	484 NORTH FAIRWAY DRIVE

DATE: _____
MIDWAY IRRIGATION COMPANY

DATE: _____
MIDWAY WATER BOARD

DATE: _____
MIDWAY SANITATION DISTRICT

SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 145796 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND UPON WHICH WILL BE CONSTRUCTED THE LINKS ON HOMESTEAD, P.U.D., PLAT.

DATE _____ SURVEYOR (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.31 FEET FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE SOUTH 89°36'24" EAST 313.50 FEET; THENCE SOUTH 00°49'36" WEST 78.38 FEET; THENCE SOUTH 89°56'24" EAST 580.08 FEET; THENCE NORTH 87°36'07" EAST 128.07 FEET; THENCE NORTH 09°26'30" EAST 805.18 FEET; THENCE NORTH 212.68 FEET; THENCE EAST 187.77 FEET; THENCE SOUTH 469.74 FEET; THENCE SOUTH 29°15'03" WEST 325.38 FEET; THENCE SOUTH 09°09'36" WEST 468.50 FEET; THENCE NORTH 84°08'38" EAST 377.55 FEET; THENCE SOUTH 61°01'30" EAST 205.30 FEET; THENCE SOUTH 04°23'23" WEST 120.41 FEET; THENCE SOUTH 58°08'56" WEST 458.40 FEET; THENCE NORTH 88°55'56" WEST 292.29 FEET; THENCE NORTH 48°34'46" WEST 560.39 FEET; THENCE SOUTH 89°09'38" WEST 234.77 FEET; THENCE NORTH 01°36'04" EAST 811.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 26.14 AC

RESERVATION OF COMMON AREA

THE OWNER, HAS DESIGNATED HEREIN CERTAIN COMMON AREAS INTENDED FOR THE USE BY THE OWNERS, THEIR GUESTS, AND INVITEES, AND AREA HEREBY RESERVED FOR THEIR COMMON USE AND ENJOYMENT AS PROVIDED IN THE DECLARATION OF CONDIANTS AND RESTRICTIONS OF THE LINKS ON HOMESTEAD, P.U.D. RECORDED _____, AS ENTRY NO. _____ IN BOOK _____ BEGINNING AT PAGE _____ (THE "DECLARATION")

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT, THE UNDERSIGNED OWNER(S) OF THE PROPERTY DESCRIBED HEREON, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, PRIVATE DRIVES, EASEMENTS, LIMITED COMMON, AND COMMON AREA AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION HEREBY DEDICATE THOSE AREAS LABELED AS PUBLIC STREETS, PRIVATE STREETS, EASEMENTS, LIMITED COMMON, AND COMMON AREA, FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS.

DATED THIS _____ DAY OF _____ A.D. 20__

BY _____

MANAGER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASATCH } S.S.

ON THE ____ DAY OF _____, A.D. 20__ PERSONALLY APPEARED BEFORE ME _____ WHO DULY ACKNOWLEDGED TO ME WHAT HE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY MIDWAY CITY

THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS PLANNED UNIT DEVELOPMENT AND ACCEPTS THE DEDICATION OF EASEMENTS AND PUBLIC RIGHTS-OF-WAY HEREON SHOWN.

THIS _____ DAY OF _____ A.D. 20__

APPROVED _____ ATTEST _____
MAYOR — CLERK-RECORDER (SEE SEAL ABOVE)

APPROVED _____ ATTEST _____
CITY ATTORNEY — CITY ENGINEER (SEE SEAL ABOVE)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE _____ CITY PLANNING COMMISSION
MIDWAY

DIRECTOR - SECRETARY — CHAIRMAN, PLANNING COMMISSION

LINKS AT THE HOMESTEAD P.U.D

PLANNED UNIT DEVELOPMENT, MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH

SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	MIDWAY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

SURVEYOR
BING CHRISTENSEN, R.L.S.
P.O. BOX 170
HEBER CITY, UTAH 84032
PHONE: (435) 654-5228

DATE OF SURVEY: JUNE 2005

ACKNOWLEDGMENTS

STATE OF UTAH)
COUNTY OF) :SS

ON THE _____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME _____ WHO DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE FOREGOING CONSENT OF MORTGAGEE IN THE CAPACITY INDICATED.

_____
NOTARY PUBLIC

CONSENT OF MORTGAGEE TO RECORD

_____ HEREBY CONSENTS TO THE RECORDING OF THE LINKS AT THE HOMESTEAD P.U.D. AND JOINS IN THE DEDICATION OF STREETS AND EASEMENTS AS SHOWN.

_____

BY: _____
ITS: _____

LINKSATTHEHOMESTEADPUD 21 DECEMBER 2005

EXHIBIT "B"

Description Access Point to Grantee's Property

Property located in Wasatch County, Utah, more particularly described as follows:

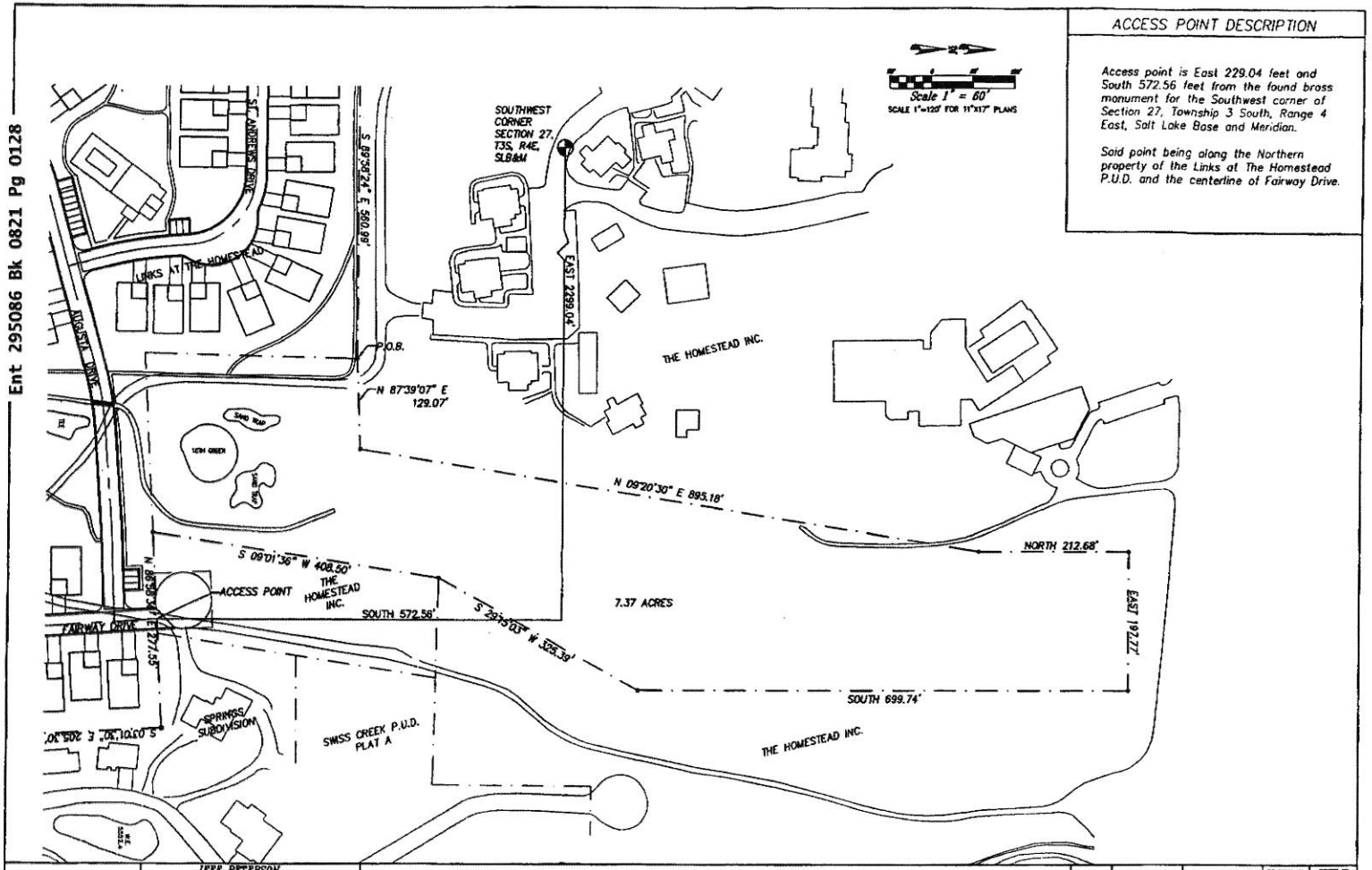
Links at The Homestead P.U.D.
The Homestead Inc. Point of Access Description

Access point is East 229.04 feet aSouth 572.56 feet from the found brass monument for the Southwest corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Said point being along the Northern property of the Links at The Homestead P.U.D. and the centerline of Fairway Drive.

Subject to all restrictions, reservations and other conditions of record as may be disclosed by a record examination of the title.

Ent 295086 Bk 0821 Pg 0128



ACCESS POINT DESCRIPTION

Access point is East 229.04 feet and South 572.56 feet from the found brass monument for the Southwest corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

Said point being along the Northern property of the Links at The Homestead P.U.D. and the centerline of Fairway Drive.

MIDWAY CITY, UT	JEFF PETERSON ADDRESS: 4662 SOUTH 500 WEST MURRAY, UT 84107 PHONE: (801) 268-8988	THE HOMESTEAD INC. POINT OF ACCESS	SCALE: 1"=60'	DESIGN BY: PSB DRAWN BY: CKB	DATE: 21 DEC 2005 REV:	DRAWING NO. POINT_X	SHEET NO. 1