

Midway City Council
1 September 2020
Regular Meeting

Resolution 2020-25 /
Homestead Resort
Master Plan Amendment



CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: September 1, 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: 11

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 anticipated 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. 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. There is also FEMA floodplain that crosses the property. Any improvements in the floodplain will need US Army Corps of Engineers approval.

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.

Staff has worked with the developers regarding the east-west trail connection. This trail was not part of the original 2008 agreement but has been added to the City master trail plan since that time. After much discussion and legal analysis, it was discovered the liability of running a public trail along a golf course, and in this case for long distances, poses liability issues that are very difficult to overcome. These issues could put the City and the resort owners at risk for litigation. An option was offered that the resort owners would contribute \$50,000 to help connect the Homestead trail along Homestead Drive to Main Street. The City will work to acquire the easements necessary to build the trail and before construction commences, The Homestead will contribute \$50,000 to build the trail.

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 amend 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) has reviewed several renderings of remodeled building and new construction and has approved some of the designs. Once building permits are submitted to the City, staff will assure that remodeling and construction of those structures matches approved plans.

WATER BOARD RECOMMENDATION:

The Water Board has reviewed the master plan but has agreed that generally The Homestead's water plan will work. During preliminary approval of each phase the details to exact quantities of water required will be addressed and a recommendation will be forwarded to the City Council.

POSSIBLE FINDINGS:

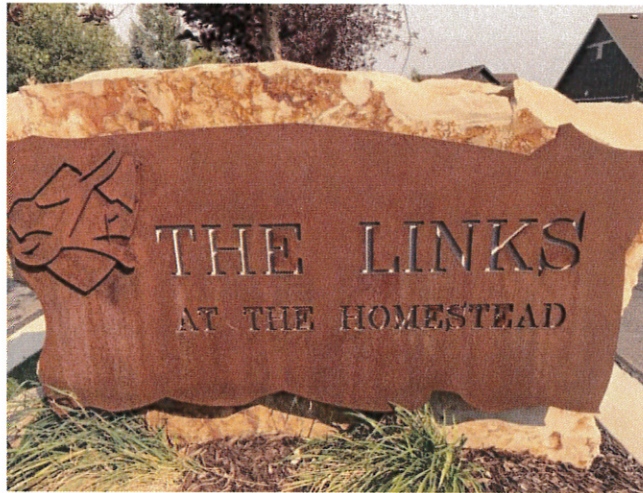
- The proposal will benefit the City financially by creating a greater tax base.
- The proposal will help the City better comply with State requirements regarding the ability to collect resort tax.
- The public trail system in the development will benefit the entire community by creating public trails along Homestead Drive.

- 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

ALTERNATIVE ACTIONS:

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

The Links at the Homestead



**The Links at The Homestead Owners' Association, Inc.'s Written Comments to the
Homestead's Proposal for an Amendment to the Master Plan
Submitted on August 27, 2020 for the September 1, 2020 Midway City Council Meeting**

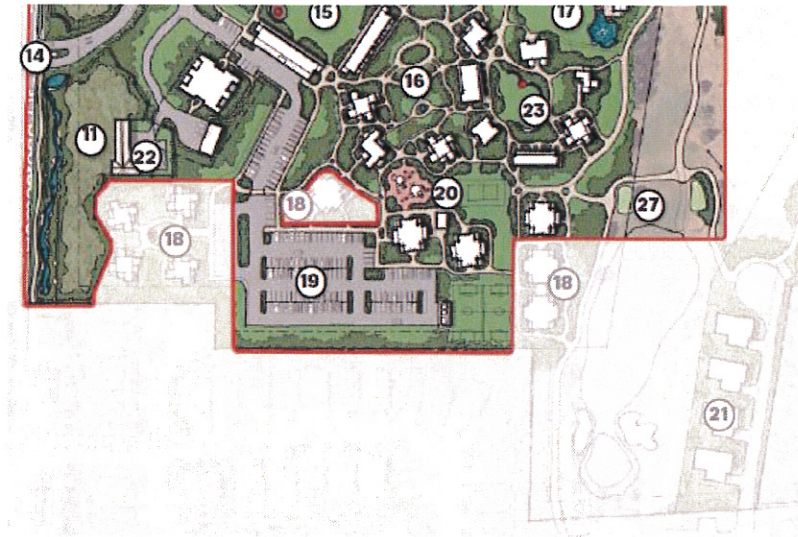
Below are The Link's comments on the Homestead's Proposal for an Amendment to the Master Plan. We have combined all of our comments into one document but we realize that some comments are directed to the City and the Homestead and some just to the Homestead. We also realize that some comments are premature in that the Homestead will be making future decisions concerning some aspects of their plan. However, we wanted to be on record at this point concerning the issues we see so far in our review of this plan and our discussions with the Homestead owners.

General

- The Homestead has represented that construction vehicles for the Homestead project will not be allowed on The Links property at any time. This includes construction for Phase I and II. We would like that confirmed in the City's Development Plan Agreement. We also want to review and possibly comment on the construction mitigation plan's provisions to minimize any adverse effect on the ability of our residents and guests to drive in and out of our development.
- We also want to be review and maybe comment on where the construction equipment will be stored each day and on how the mitigation plan will minimize the noise and dust that will be generated by this equipment during construction on the Homestead's property near The Links.
- The Links has experienced various water problems from the water it receives from the Homestead. We have had dirty water, water with too high pressure and too low pressure, and too little water. We want some assurance that during and after construction of both phases, that we will still receive adequate clean water for irrigation that we are entitled to under our contract with Midway Irrigation.

Phase I

Below is a drawing showing Phase I of the redevelopment plan.



- The Homestead has represented that the parking lot and the open field behind the St. Andrews homes will utilize dark sky lighting. We would like that confirmed in the City's Development Plan Agreement.
- The Links is concerned about the separation between The Links border and the immediately adjacent portions of the Proposed Project. Specifically, with regard to the proposed new Homestead parking lot and open area 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 should also be planted in front of it to soften the look.

Berms are difficult to maintain and have costly upkeep. Plus, plantings take years to mature and planting trees on top of a berm could block the view of the mountains.

The wall should be high enough to block headlights but not so high that residents will be unable to see the mountains. If necessary, to further help cut down on the car lights shining into The Links homes at night, the Homestead should reconfigure the parking stalls so that vehicles park east and west and not north and south as shown above.

- The Homestead has told us that the proposed soccer field/open space to the east of the parking lot will also have dark sky lighting to keep lights from shining into hotel rooms that will be built to the east and north of this space. In addition, we have been told that the Homestead will keep the noise during use of this space down to a level that will not bother hotel guests next to the space as well as residents on St. Andrews. We would like that confirmed.
- 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 to the north could be moved north around 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.

- The Links would like to know whether the ditch shown on the west side of the Proposed Project would connect to the ditch in front of The Links. If it will, we are concerned about the impact of that connection on water levels, possible debris and other potential negative effects and would like to obtain the details of the proposed connection.
- 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 would like additional details when they are available.
- The Links would like the Homestead to describe at the appropriate time 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 and St. Andrews and in our sewer system.
- The Homestead has represented to The Links that the dirt path to the west of the 10th green is for maintenance crew golf carts. It has been used for that purpose for years. Golfers driving on that dirt path interfere with our resident's enjoyment of their backyards. While it is unclear from the above drawing, during Phase I construction, we would object to extending this path north so that it connects to the other golf cart path that would be used by golfers and guests since the maintenance staff should not be accessing this path from guest rooms.

We suggest that signage be added indicating that it is only for maintenance crews and that golf carts driven by guests and golfers 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 that no lights be added to the path which could shine into our residents' homes on St. Andrews.

Phase II

Below is a drawing showing the Phase II redevelopment plan. This phase mainly adds buildings shown as #18 and 21 below.



- The Homestead has told us that they plan to subdivide the land designated as #21 on the drawing into 5 individual lots and then build houses. The Links agrees that by doing this, their proposal is consistent with the scope of the vehicle access grant provided in the 2005 Declaration and Grant of Easement, as amended. After the homes are built, the Homestead stated that they are considering keeping the homes as part of the Homestead Resort and rent them out to nightly guests. The Links would encourage the Homestead to adopt that option.
- Assuming the Homestead decides to keep these homes as part of the resort, then the additional issue of access by Homestead guests and golfers to the buildings on Fairway with cars and golf carts should be discussed. Certainly, there is no objection to guests or bellmen accessing the four Fairway homes on the Fairway cul-de-sac by use of the golf cart paths to the north. But we would object to guests or bellmen using the dirt path to the west of the 10th hole to drive to Bayhill and then east on Bayhill to Fairway.

The Homestead has stated that they would try to allow only two cars per residence for parking by guests. And the Homestead would request that the remaining cars for guests be parked in any of the Homestead parking lots and these people would be encouraged to use golf carts to get to these homes. We support these efforts and any other actions by the Homestead to keep the number of cars using our streets to a minimum.

- We understand that the houses on Fairway have not yet been designed and we reserve the right to submit further comments on these homes and their placement and height when those plans are developed. We are also interested in the lighting on Fairway and how the homes will be protected from errant golf balls. In addition, we might have further comments and questions on the new buildings (#18) that will be added during Phase II.

We appreciate the opportunity to provide these comments.

Sincerely,



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

Cc: Melyssa Davidson, Esq.
Wrona DuBois

Scott Jones and Steve Jurca
The Homestead Resort

Bryce K. Dalton, Esq.
Kirtan McConkie

HOMESTEAD RESORT

PRELIMINARY PLAN

PROJECT BOOK

MAY 13, 2020

UPDATED: AUGUST 14, 2020

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IN THIS PROJECT BOOK

CONTEXT INFORMATION

PRELIMINARY CONCEPT PLAN

CHARACTER IMAGERY

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CONTEXT INFORMATION

CONTEXT AERIAL

PROJECT SITE AERIAL

CURRENT MASTER PLAN

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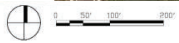
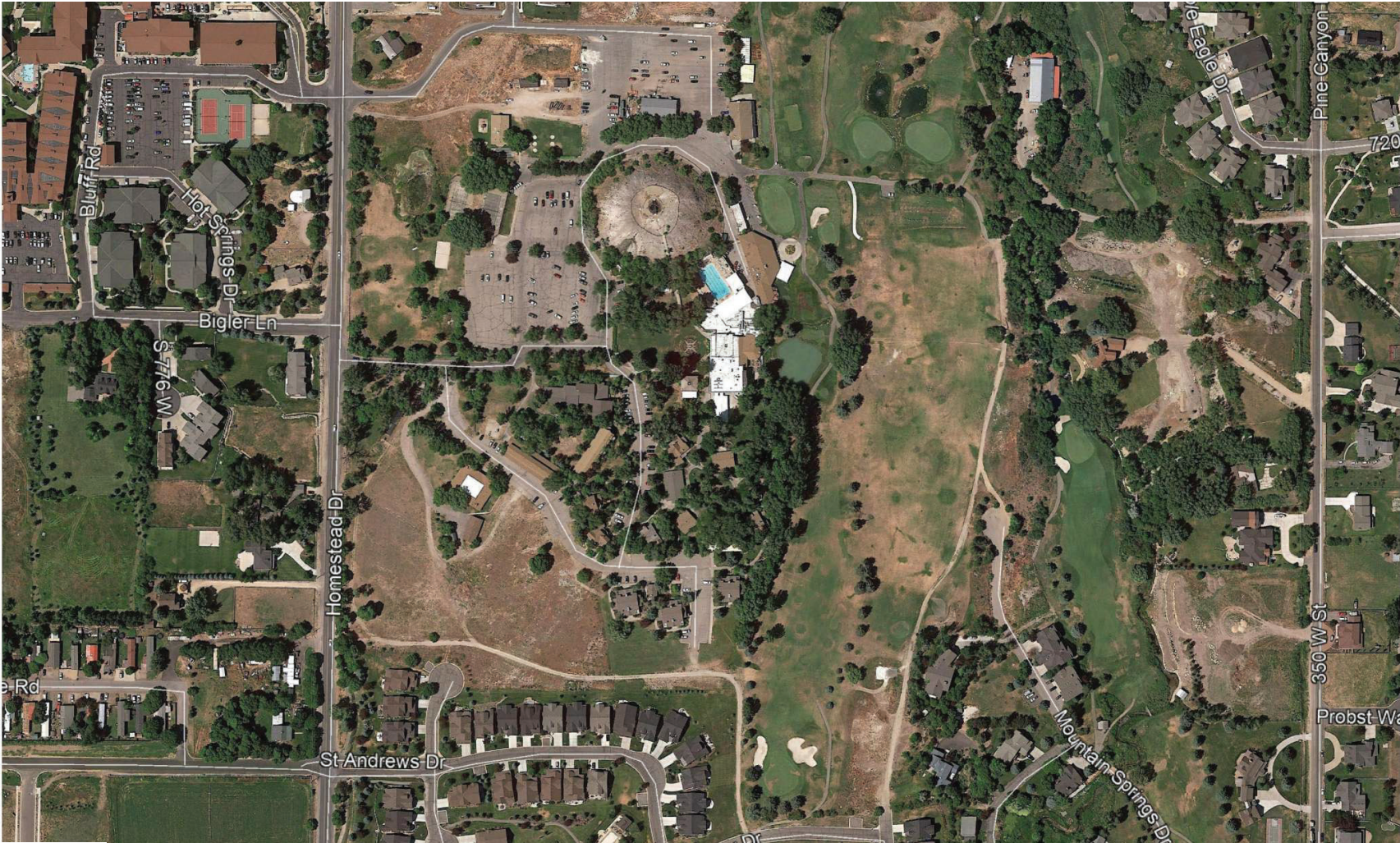
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HOMESTEAD RESORT | PROJECT SITE AERIAL

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HOMESTEAD RESORT | EXISTING MASTER PLAN

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HOMESTEAD RESORT | EXISTING MASTER PLAN

MAY 21, 2020

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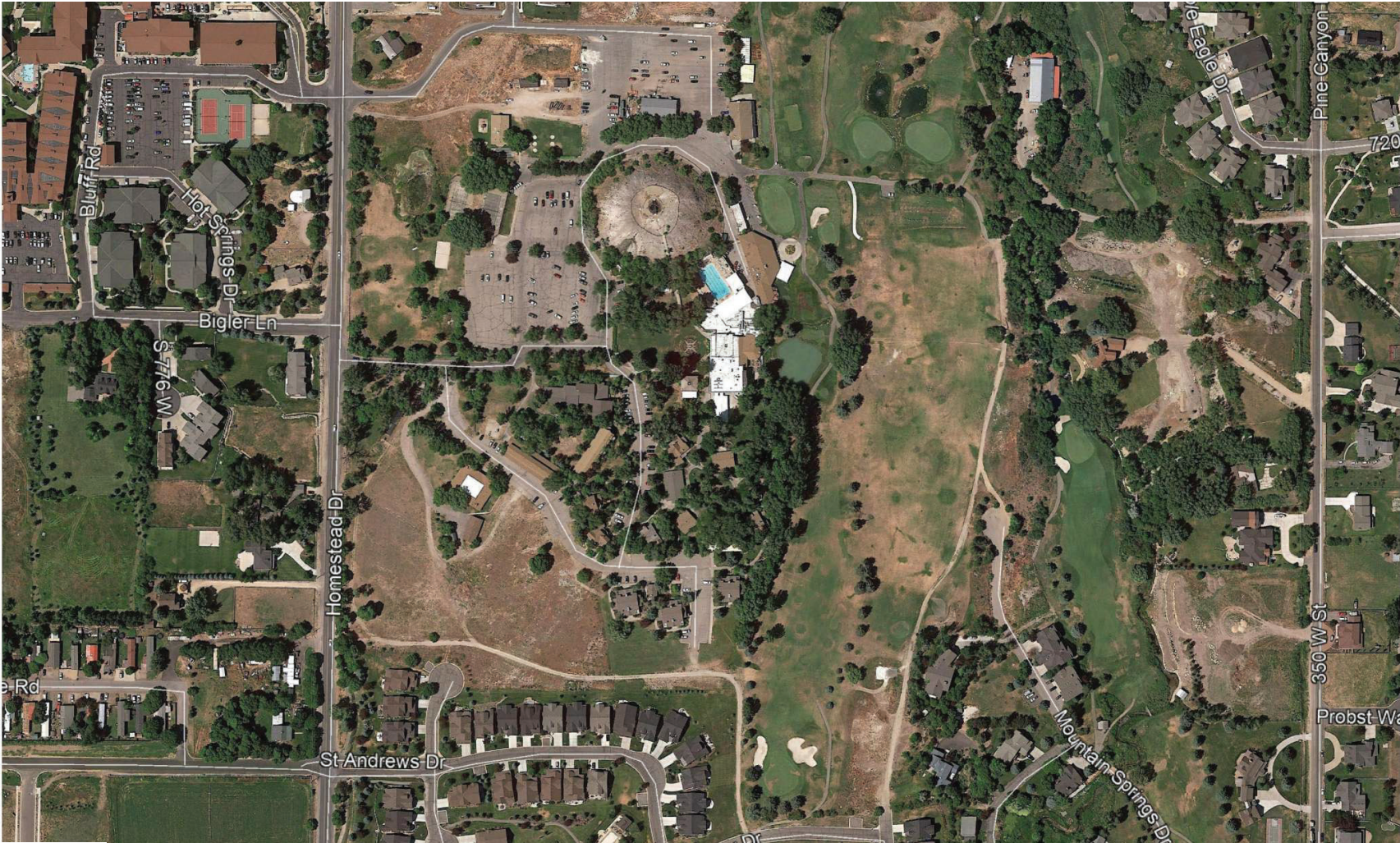
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SITE CONCEPT

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 | PRELIMINARY SITE CONCEPT AUGUST 14, 2020

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HOMESTEAD RESORT | SITE CONCEPT | TREES

AUGUST 14, 2020

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LEGEND:

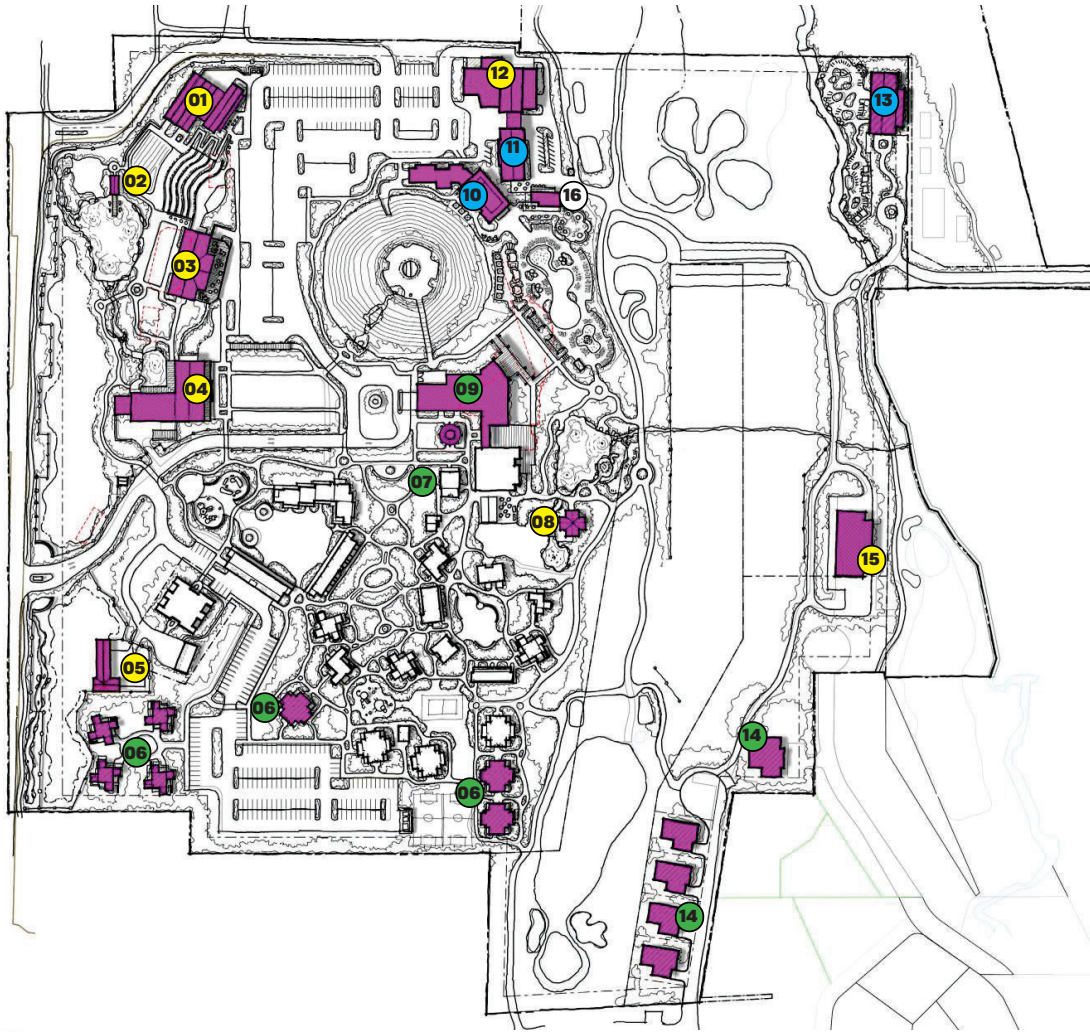
- 01 Secondary entrance to parking, golf, spa, and dive/activity center
- 02 Boat House with overwater deck
- 03 Pizza Farm Restaurant with Greenhouse and garden area support
- 04 Main parking area: +/- 258 stalls
- 05 Cart + maintenance barn
- 06 Golf Clubhouse and Spa arrival
- 07 Aqua Therapy Spa 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 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 = 42 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: 5 Home Lots
- 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 separation 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

AUGUST 14, 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: (15,673 ft²)
5 Home Lots
- 15** Golf Maintenance Barn (7,017 ft²)
- 16** Golf/Pool Grille (1,035 ft²)

Same Use Similar Location
(68,083 ft²)

Same Use New Location
(15,416 ft²)

New Use Allowed per Recital D 25% Unplanned Buildings
(45,091 ft²)

*2008 Master Plan Allows 73,550 ft² of Additional Buildings Not Shown in the 2008 Plan

Total Building Area in Preliminary Concept Plan: 244,786 ft²

Total Building Area Allowed per 2008 Master Plan: 367,750 ft²

Percentage of Building Area Used in Preliminary Concept: **67%**



HOMESTEAD RESORT | NEW BUILDINGS




























AUGUST 14, 2020

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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 (56,369 SF)
 -  - EXISTING TO REMAIN EVENT/GUEST UNITS
 -  - PROPOSED NEW GUEST UNITS
 -  - PROPOSED NEW ACTIVITY/EVENT SPACE
 -  - PROPOSED NEW SERVICE SPACE
 -  - PROPOSED RENOVATED ACTIVITY SPACE
-  PIZZA FARM RESTAURANT W/ GREENHOUSE SUPPORT (8,563 SF)
 -  BOAT HOUSE (525 SF)
 -  CONFERENCE CENTER (11,147 SF)
 -  EVENT BARN (13,998 SF)
 -  STABLES (3,025 SF)
 -  NEW DEVELOPMENT (17,348 SF TOTAL)
7 BUILDINGS W/ 6 ROOMS EA.
+42 NEW UNITS
 -  VIRGINIA HOUSE UPGRADES
4 NEW ROOMS (1,677 SF)
 -  GAZEBO (1,825 SF)
 -  CENTER HOUSE (NEW & RENOV)
3 NEW SUITES W/ 7 BEDROOMS TOTAL
(27,165 SF)
 -  ACTIVITY CENTER (3,060 SF)
 -  GOLF CLUBHOUSE (4,215 SF)
 -  GOLF CART & MAINTENANCE BARN (10,502 SF)
 -  AQUA THERAPY SPA (6,137 SF)
 -  NEW DEVELOPMENT (17,952 SF)
6 NEW BUILDINGS W/ 6 ROOMS EA.
+30 NEW UNITS
 -  GOLF MAINTENANCE BARN (7,017 SF)
 -  GOLF/POOL GRILLE (1,960 SF)
 -  EXISTING GUEST BUILDINGS

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	4,215 SF
CENTER HOUSE- SOUTH	6,443 SF
SPA	6,737 SF
RENO SUBTOTAL	17,395 SF

RENO SUBTOTAL

NEW PROPOSED BUILDINGS		
GUEST SUITES	13 NEW GUEST BLDGS.	35,302 SF
CENTER HOUSE	CENTER HOUSE (NEW)	20,713 SF
EVENT BARN	CONFERENCE CENTER	13,998 SF
	HOUSEKEEPING (BELOW)	11,147 SF
RESTAURANT/PIZZA FARM	CART BARN	8,563 SF
		<u>10,502 SF</u>
STABLE		3,025 SF
MAINTENANCE		7,017 SF
ACTIVITY CENTER		3,060 SF
GRIFF		1,960 SF

NEW PROPOSED SUBTOTAL: 115,287 SF

**TOTAL BUILDING FOOTPRINT: 189,670 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-

RESORT CORE PAVING (NON-AMENITY)	5.09 ACRES
ROADWAY AND PARKING AREAS	

RESORT CORE OPEN SPACE & AMENITIES
LANDSCAPED AREAS

LANDSCAPED AREAS	26.25 ACRES
WALKING PATHS	0.38 ACRES
POOL DECKS	0.82 ACRES

POOL DECKS
AMENITY BUILDINGS

CLUBHOUSE	0.10 ACRES
ACTIVITY CENTER	0.07 ACRES

CORE AMENITY SUB-TOT

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

HOMESTEAD RESORT | ARCHITECTURAL SITE PLAN

JULY 2, 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: +/- 258 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: +/- 160 stalls
- 20 Activity View units with central activity area including playground and open lawn for soccer, volleyball, etc.
- 21 Future unit development area: 5 Home Lots
- 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 separation 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

HOMESTEAD RESORT | SITE CONCEPT | PHASE 1

AUGUST 14, 2020

LloydArchitects
SALT LAKE CITY • SEATTLE

FFKR | LANDSCAPE & PLANNING



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: +/- 258 stalls
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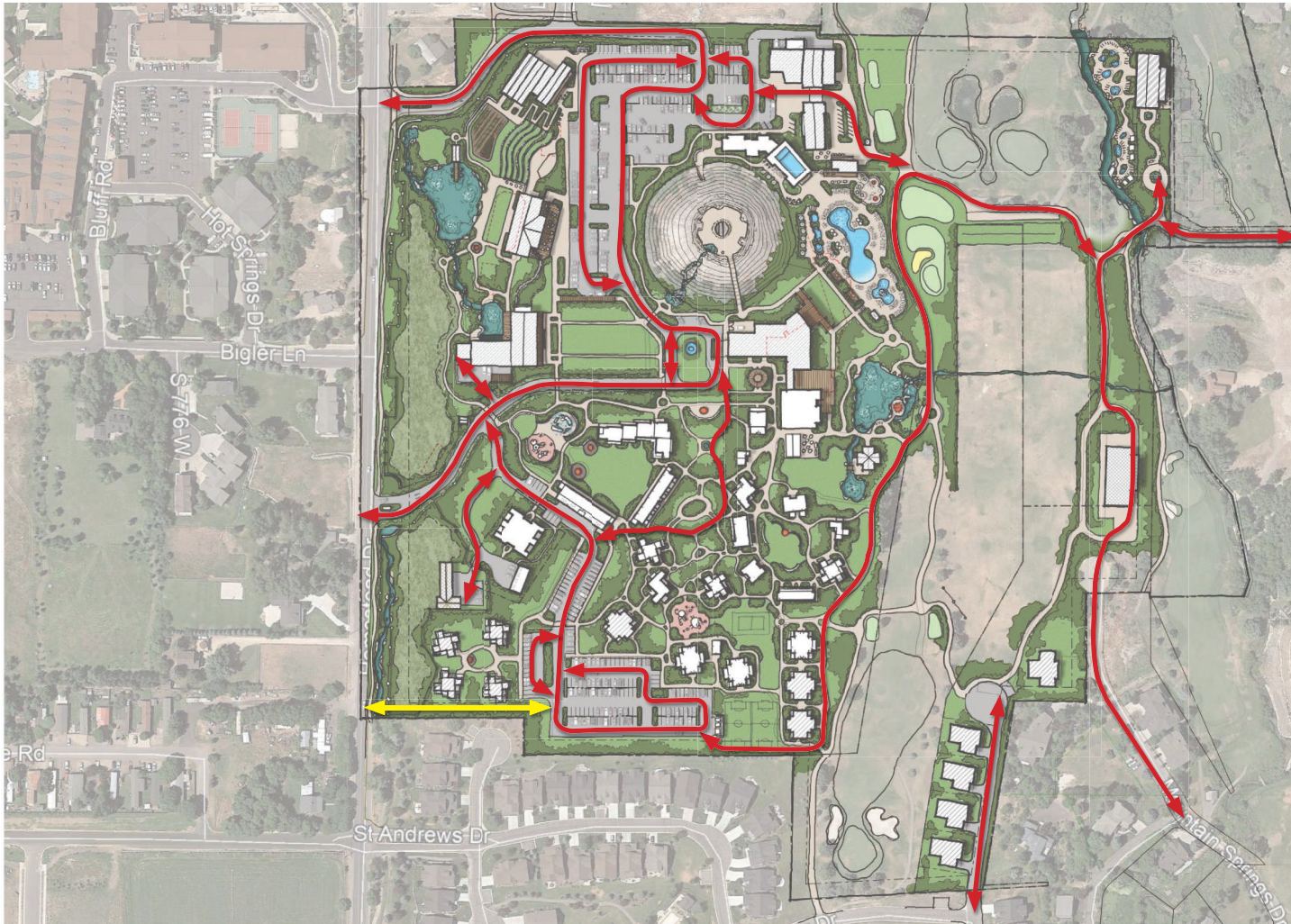


HOMESTEAD RESORT | SITE CONCEPT | PHASE 2

AUGUST 14, 2020

LloydArchitects
SALT LAKE CITY • SEATTLE

FFKR | LANDSCAPE & PLANNING



LEGEND:

 Proposed Fire Access Connection

 Possible Future Fire Access Connection

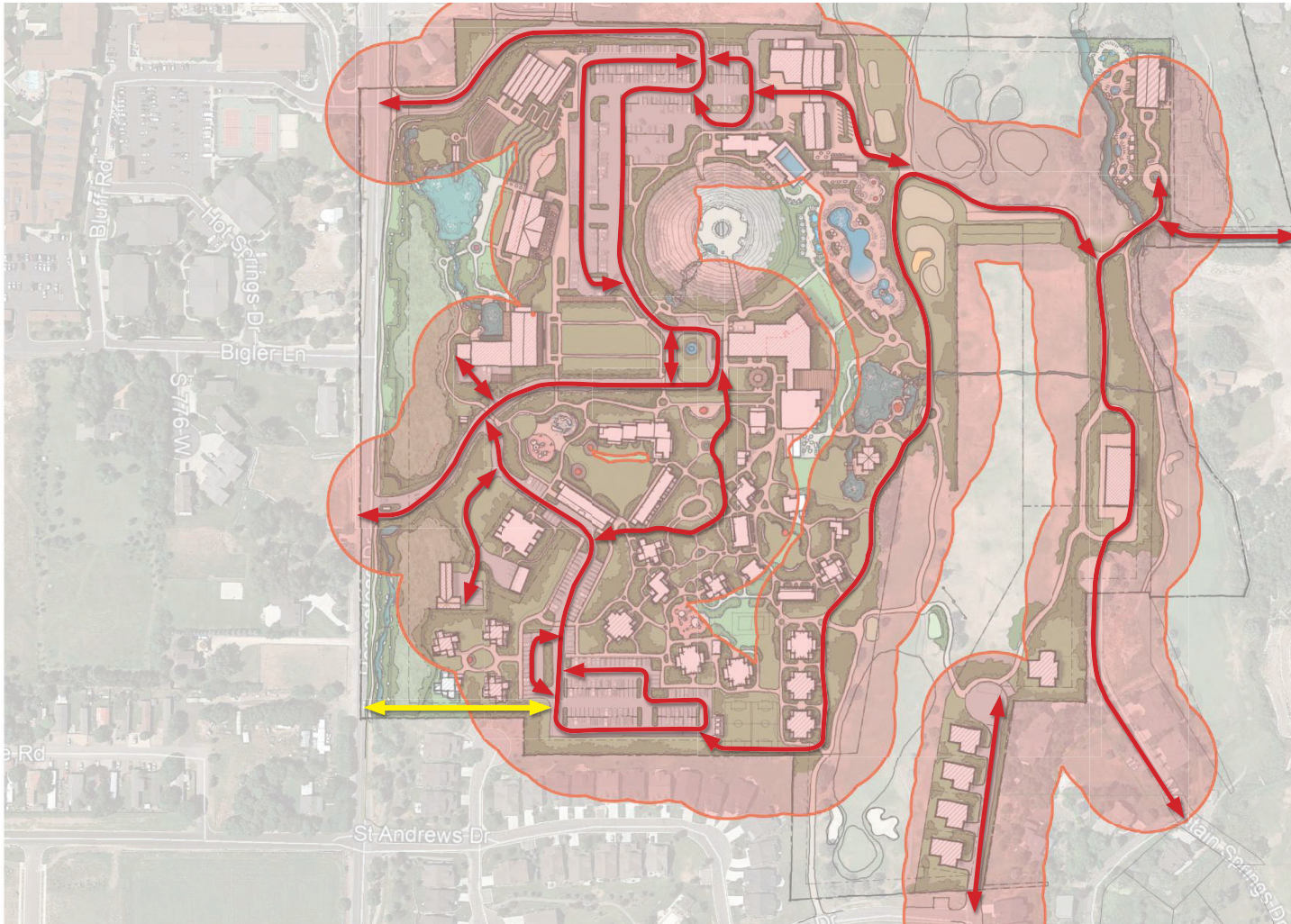
* Fire access path to be a minimum 20 ft. width all weather road with minimum 28 ft. radius inside corners and maximum 150 ft. dead end length



HOMESTEAD RESORT | FIRE ACCESS AUGUST 14, 2020

LloydArchitects
SALT LAKE CITY • SEATTLE

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

AUGUST 14, 2020

LloydArchitects
SALT LAKE CITY • SEATTLE

FFKR | LANDSCAPE & PLANNING



LEGEND:

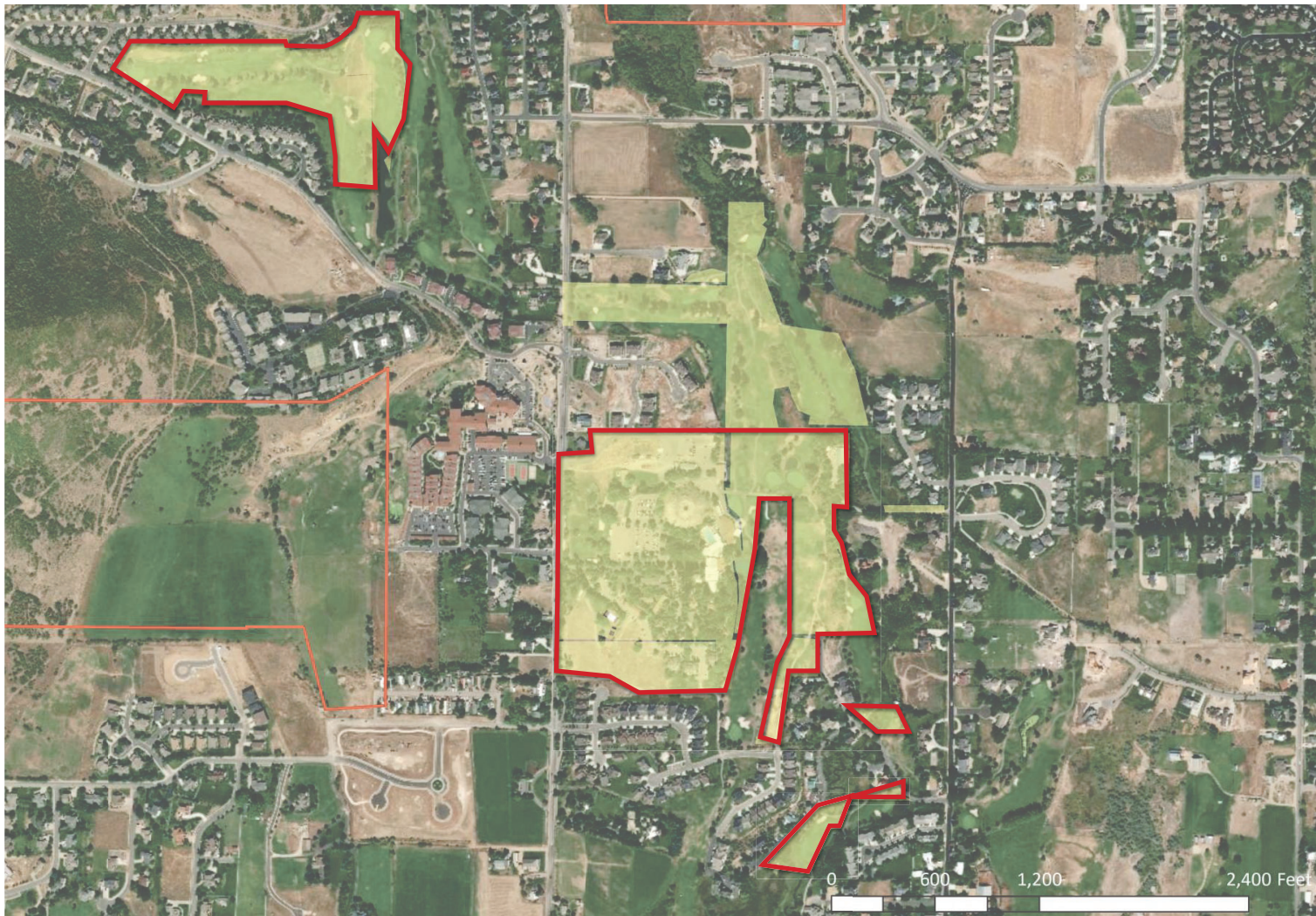


HOMESTEAD RESORT | TRAIL CONNECTIONS + POTENTIAL ACCESS

AUGUST 14, 2020

LloydArchitects
SALT LAKE CITY • SEATTLE

FFKR | LANDSCAPE & PLANNING



LEGEND:



Fee Simple Land



Proposed Open Space
39.60 Acres

Total Project:
72.01 Acres (per 2008
Master Plan Agreement)

Open Space and Amenities
Required:
55% of 72.01 = **39.60 Acres**

Open Space and Amenities
Provided:
89% of 72.01 = **64.26 Acres**
Resort Core = 27.62 Acres
Golf Course = 36.64 Acres

Note: The 2008 Master Plan
had 55.46 Acres (77%) of
Open Space and Amenities

HOMESTEAD RESORT | FEE SIMPLE LAND

JULY 30, 2020



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CHARACTER IMAGERY

NEW BUILDING CONCEPTS

EXISTING BUILDING RENOVATION

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FFKR | LANDSCAPE & PLANNING

KIRTON | McCONKIE

Bryce K. Dalton
bdalton@kmclaw.com
801.239.3169

August 25, 2020

VIA HAND DELIVERY

Midway City
Attn: Mayor & City Council
75 North 100 West
P.O. Box 277
Midway, UT 84049

RE: Homestead Resort Master Plan Amendment

Dear Mayor and City Council Members:

This office represents The Homestead Group, LLC (“**Developer**”) with respect to the proposed Master Plan Amendment for the Homestead Resort (“**Resort**”). As Developer continues to work with the City to finalize the Master Plan Amendment, it would like to address several points of analysis raised in the August 4, 2020 Staff Report (the “**Staff Report**”). In doing so, it hopes the comments that follow will assist the City Council as it reviews Developer’s current application.

First, on page 4 of the Staff Report under the heading, “*Building Area*,” Staff indicates that the “2008 plan approved and *required* at least 294,200 square feet for building area.” (emphasis added). However, the plain language of Recital D of the 2008 Homestead Renovation and Expansion Master Plan Development Agreement (the “**Development Agreement**”) expressly states, “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.” (emphasis added). The parties’ use of the word “anticipates” in describing the total building footprint in the Development Agreement is not, and should not be construed as, the same as saying “required,” which the parties could have easily done but did not. Nowhere in the Development Agreement did the parties agree that Developer *must* develop 294,200 square feet (for example, it would not be an event of default under the Agreement if Developer did not build the total amount of square feet *anticipated* under the Project Plans). Instead, the parties agreed that Developer could increase the total square feet by seeking approval from the City, but they did not include any provision requiring approval to decrease the square footage. Ultimately, Developer can only build the square footage the market will support and the City cannot require it build more than this. The Staff Report incorrectly suggests that the Developer must develop 294,200 square feet and Developer requests that this paragraph in the Staff Report be revised accordingly and that the City Council consider this important fact.

Second, on page 4 of the Staff Report under the heading, “*Access*,” Staff indicates that the proposed subdivision has existing, “restricted” access for five (5) lots through The Links pursuant to

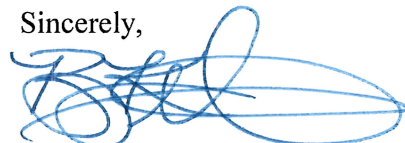
an existing access easement, a copy of which was noted as being attached to the Staff Report. Staff further notes its belief "that a new agreement must be reached by The Homestead and The Links for the proposed units that access through The Links to proceed." Please note that any obligation imposed upon Developer to enter into a new easement agreement with The Links as a condition of approving the proposed Master Plan Amendment is unnecessary and illegal.

Enclosed for your reference is a copy of the original 2005 Declaration of Grant of Easement entered into by and between both The Links' and Developer's predecessors in title. Also enclosed for your reference is a copy of the 2007 Amendment to Declaration and Grant of Easement again entered into by and between both The Links' and Developer's predecessors in title. Pursuant to both documents, Developer, as the successor owner of the benefited property, possesses a non-exclusive easement on, over and across all roads in the The Links subdivision for vehicular access to Developer's property legally described in the easement documents and upon which Developer can develop five (5) lots. Additionally, and importantly, under the express terms of these documents, the easement rights conveyed not only inure to Developer, but also to all subsequent owners of each of these lots as well as their "successors and assigns, employees, tenants, guests, permittees, representatives, agents and invitees." Further, the 2005 Declaration of Grant of Easement explicitly states that The Links cannot take any action, or grant any other use, that would "unreasonably interfere with the non-exclusive right and easement for use and related ingress and egress which is herein granted to Grantee." (See Section 2). In other words, The Links cannot impede or prohibit Developer, its successors, assigns, employees, tenants, guests, permittees, representatives, agents and invitees from accessing the five (5) lots through the streets and roads in The Links subdivision.

While Developer respects The Links' right to submit comments to the City regarding the proposed Master Plan Amendment, Staff's interpretation of these comments to suggest a new easement must be negotiated violates Developer's legal rights under the existing easements. Developer has legal, unimpeded access to its land for development of the five (5) lots over the existing streets and roads in The Links subdivision without the need or further obligation to renegotiate a new easement with The Links. Additionally, any imposition by the City requiring "that a new agreement must be reached" in response to The Links' comments not only imposes upon Developer an additional Condition to Current Approval in violation of Section 3.2(a) of the Master Plan Development Agreement, but also causes the City to act in a quasi-judicial capacity in an otherwise private, civil matter. For these reasons, Developer respectfully requests the Staff Report be revised to remove Staff's requirement for a new easement with The Links and that the City Council not impose this obligation on Developer as a condition of approving the Master Plan Amendment.

We greatly appreciate the City's time, assistance and consideration with the proposed Master Plan Amendment and the opportunity to be a part of the community.

Sincerely,



Bryce K. Dalton

cc: Corbin B. Gordon, City Attorney

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, permittees, 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, permittees, 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, permittees, 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, permittees, 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, permittees, 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 Mathwick

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 _____)

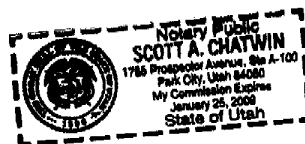
The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of Utah Home Building Company, a Utah corporation.

Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Summit)

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

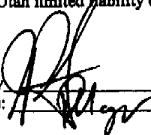
Scott A. Chatwin
Notary Public



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

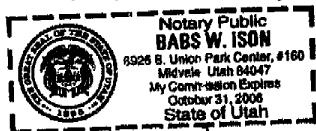
GRANTEE:

THE HOMESTEAD, INC.
a Utah corporation


DATE: 29 day of December, 2005.

STATE OF Utah)
COUNTY OF Salt Lake) ss.

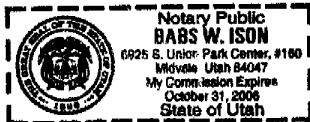
The foregoing instrument was acknowledged before me this 10th day of January, 2005, by Jeffrey D. Peters the Manager of Fox Point, LLC, a Utah limited liability company.



Babs W. Ison
Notary Public

STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 10th day of January, 2005, by Jeffrey D. Peters the President of Utah Home Building Company, a Utah corporation.



Babs W. Ison
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

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

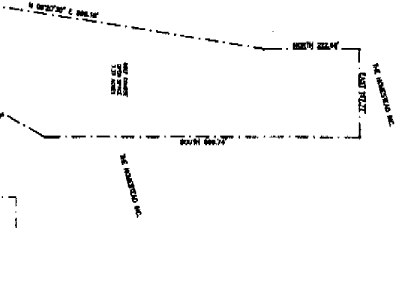
BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.51 FEET
FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF
SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND
MERIDIAN.

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.

LINE TABLE		LINE TABLE	
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95	95.0000	95	95.0000
96	96.0000	96	96.0000
97	97.0000	97	97.0000
98	98.0000	98	98.0000
99	99.0000	99	99.0000
100	100.0000	100	100.0000



ADDRESS TABLE	
LOT	ADDRESS
1	1.0000
2	2.0000
3	3.0000
4	4.0000
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93	93.0000
94	94.0000
95	95.0000
96	96.0000
97	97.0000
98	98.0000
99	99.0000
100	100.0000

RESERVATION OF COMMON AREA

THE OWNER HAS RESERVED A COMMON AREA OF APPROXIMATELY 1.00 ACRES, MORE OR LESS, FOR THE USE OF THE COMMON AREA OWNERS. THE COMMON AREA IS LOCATED IN THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SOUTHERN PLAINS MERIDIAN.

OWNERS' BENEFIT

THE COMMON AREA IS TO BE USED FOR THE BENEFIT OF THE COMMON AREA OWNERS. THE COMMON AREA IS TO BE USED FOR THE BENEFIT OF THE COMMON AREA OWNERS.

ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge that I am the owner of the common area described in the above reservation.

ACCEPTANCE BY MONDAY CITY

THE CITY OF MONDAY, MINNESOTA, DO HEREBY ACCEPT THE COMMON AREA DESCRIBED IN THE ABOVE RESERVATION.

PLANNING COMMISSION APPROVAL

APPROVED BY: [Signature] DATE: [Date]

PLANNING COMMISSION APPROVAL

APPROVED BY: [Signature] DATE: [Date]

PLANNING COMMISSION APPROVAL

APPROVED BY: [Signature] DATE: [Date]

Ent 295086 Bk 0821 Pg 0126

LINE TABLE

LINE TABLE

ADDRESS TABLE

RESERVATION OF COMMON AREA

OWNERS' BENEFIT

ACKNOWLEDGMENT

ACCEPTANCE BY MONDAY CITY

PLANNING COMMISSION APPROVAL

PLANNING COMMISSION APPROVAL

PLANNING COMMISSION APPROVAL

LINKS AT THE HOMESTEAD P.U.D.

PLANNED INTERSECTION MONDAY CITY, MINNESOTA, STATE OF MINN.

SHEET 1 OF 1

EXHIBIT "B"

Description Access Point to Grantee's Property

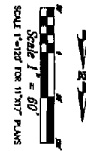
Property located in Wasatch County, Utah, more particularly described as follows:

**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.



ACCESS POINT DESCRIPTION

SCALE:	DISTANCE BT: PUG	DATE: 29 DEC 2005	SECTION NO:
"=60'	DRAWN BY: CNO	REV:	POLY1_1

Ent 323813 Bk 946 Pg 526-533
Date: 27-JUL-2007 1:25PM
Fees: \$44.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: DURHAM JONES & PINEGAR

WHEN RECORDED, MAIL TO:

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

AMENDMENT TO

DECLARATION AND GRANT OF EASEMENT

This Amendment to Declaration and Grant of Easement (this "**Amendment**") is made as of the 23 day of July, 2007, by and between UTAH HOME BUILDING COMPANY, a Utah corporation ("**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, to amend that certain Declaration and Grant of Easement ("**Declaration and Grant**") entered into as of December 29, 2005, by and between Grantor, Grantee and Fox Point, LLC, a Utah limited liability company, recorded January 11, 2006, as Entry No. 295086 at Book 0821, Page 0117-0128 of the official records of the office of the county recorder for Wasatch County, State of Utah. Capitalized words herein shall have the same meaning as set forth in the Declaration and Grant.

RECITALS

WHEREAS, in the Declaration and Grant, Grantor granted to Grantee and to Fox Point, LLC 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, in the Declaration and Grant, the Easement with respect to the New Roads was for the purpose of providing Grantee and others, as described therein, with non-exclusive access over and across the New Roads to and from that certain real property of Grantee (the "**Grantee Property**") located to the North of the Grantor Property, beginning at the access point (the "**Access Point**") described in Exhibit "B" attached hereto and incorporated herein;

WHEREAS, FOX POINT, LLC, a Utah limited liability company, has released and abandoned all of its rights under the Declaration and Grant as provided in that certain Release and Abandonment of Easement, recorded on January 11, 2006, as Entry No. 295087 at Book 0821, Page 0129-0135 of the official records of the office of the county recorder for

Wasatch County, State of Utah; and

WHEREAS, the parties hereto desire to amend the Declaration and Grant as provided hereinafter and capitalized terms herein shall have the same meaning as in the Declaration and Grant.

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:

A. Paragraph 1 of the Declaration and Grant is hereby amended by deleting the existing paragraph 1 and replacing it with the following new paragraph 1, including subparagraphs 1.a. through 1.e. below:

1. Grantor hereby grants and conveys to Grantee a nonexclusive easement and right of way (the "*Easement*") for vehicular access upon, over and across the Easement Property to utilize the New Roads solely as follows:

a. The Easement is for the benefit of the Grantee as owner of the five (5) lots (the "*Five Lots*") developed or to be developed by Grantee which are located to the east of the hole No. 10 green on the Homestead Golf Course and the subsequent owners of the Five Lots and their respective successors and assigns, employees, tenants, guests, permittees, representatives, agents, and invitees.

b. Currently, there is a barrier located at the Access Point. Grantee may, in its discretion, relocate the barrier to a different location to allow for free access to and from the Five Lots over and across the Easement by the persons identified in paragraph 1.a. above. When the barrier is relocated, Grantor and Grantee shall mutually agree upon the type of crash barrier to be used to prevent access to the Easement by persons not authorized by paragraph 1.a. above. Notwithstanding the foregoing, Grantee and emergency vehicles shall have an easement and right of way from Grantee's Property through the crash barrier and over and across the Easement for emergency purposes, and the crash barrier shall be designed and constructed to allow such access.

c. Grantee hereby grants and conveys to Grantor, its successors and assigns, a nonexclusive easement and right of way ("*Counter Easement*") for vehicular access upon, over and across that portion of Grantee's Property consisting of a road and located between the crash barrier and the Access Point ("*Grantee's Road*") solely for emergency vehicular access upon, over and across Grantee's Road. The Counter Easement shall be for the benefit of Grantor, as owner of the Grantor's Property, and its successors and assigns as owners of the Grantor's Property, and their respective employees, tenants, guests, permittees, representatives, agents, invitees and emergency vehicles solely for the purpose of

emergency access and turnaround as may be required by the City of Midway to and from the Grantor's Property.

d. With respect to the Easement described in paragraph 1.a. and 1.b. above, and notwithstanding the earlier recordation of this Amendment, the Easement, as modified by this Amendment, 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. Grantee shall have no obligation at any time for the costs of design, construction or maintenance of the New Roads.

e. With respect to the Counter Easement described in paragraph 1.c. above, and notwithstanding the earlier recordation of this Amendment, the Counter Easement will only become effective and Grantor may only begin to use the Counter Easement for the uses described herein when Grantee has completed construction of the relocated crash barrier and Grantee has completed construction of the Grantee's Road. Grantor shall have no obligation at any time for the costs of design, construction or maintenance of the Grantee's Road.

B. In all other respects, except as modified by this Amendment, the Declaration and Grant shall remain in full force and effect.

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

GRANTOR:

UTAH HOME BUILDING COMPANY,
a Utah corporation

By 
Its: _____

DATE: 18th day of July, 2007

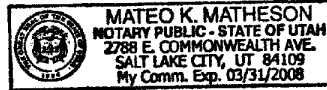
GRANTEE:

THE HOMESTEAD, INC.
a Utah corporation



DATE: 23 day of July, 2007.

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



The foregoing instrument was acknowledged before me this 18 day of July, 2007,
by Jeff Peterson, the President of Utah Home Building Company,
a Utah corporation.

Mateo K. Matheson
Notary Public

STATE OF Utah)
COUNTY OF Wasatch : ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2007,
by Brian Mathewich, the President of The Homestead, Inc., a Utah
corporation.

Jennifer Lyn Sweat
Notary Public

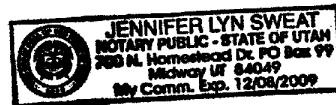


EXHIBIT "A"

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.

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as the same appears in the files of the Surveyor General of the State of California, and that the same is a true and correct copy of the original survey as the same appears in the files of the Surveyor General of the State of California, and that the same is a true and correct copy of the original survey as the same appears in the files of the Surveyor General of the State of California.

Subscribed and sworn to before me this 1st day of January, 1967.

Notary Public for the State of California.

PROJECT DESCRIPTION

THE PROJECT IS A DEVELOPMENT OF 100 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF HUNTER, COUNTY OF HUNTER, STATE OF CALIFORNIA. THE PROJECT IS A DEVELOPMENT OF 100 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF HUNTER, COUNTY OF HUNTER, STATE OF CALIFORNIA. THE PROJECT IS A DEVELOPMENT OF 100 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF HUNTER, COUNTY OF HUNTER, STATE OF CALIFORNIA.

RESERVATION OF CHANGES

THE SURVEYOR RESERVES THE RIGHT TO MAKE SUCH CHANGES AS MAY BE NECESSARY TO CORRECT ANY MISTAKES OR TO BRING THE SURVEY INTO CONFORMITY WITH THE REQUIREMENTS OF THE SURVEYING ACTS OF THE STATE OF CALIFORNIA.

ACKNOWLEDGMENT

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as the same appears in the files of the Surveyor General of the State of California, and that the same is a true and correct copy of the original survey as the same appears in the files of the Surveyor General of the State of California, and that the same is a true and correct copy of the original survey as the same appears in the files of the Surveyor General of the State of California.

Subscribed and sworn to before me this 1st day of January, 1967.

Notary Public for the State of California.

STANDARD MAP

PLAN OF THE PROJECT

LEGEND

1. PROJECT AREA

2. CITY OF HUNTER

3. COUNTY OF HUNTER

4. STATE OF CALIFORNIA

NOTES

1. THE PROJECT IS A DEVELOPMENT OF 100 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF HUNTER, COUNTY OF HUNTER, STATE OF CALIFORNIA.

2. THE PROJECT IS A DEVELOPMENT OF 100 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF HUNTER, COUNTY OF HUNTER, STATE OF CALIFORNIA.

3. THE PROJECT IS A DEVELOPMENT OF 100 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF HUNTER, COUNTY OF HUNTER, STATE OF CALIFORNIA.

EXHIBIT "B"

Description Access Point to Grantee's Property

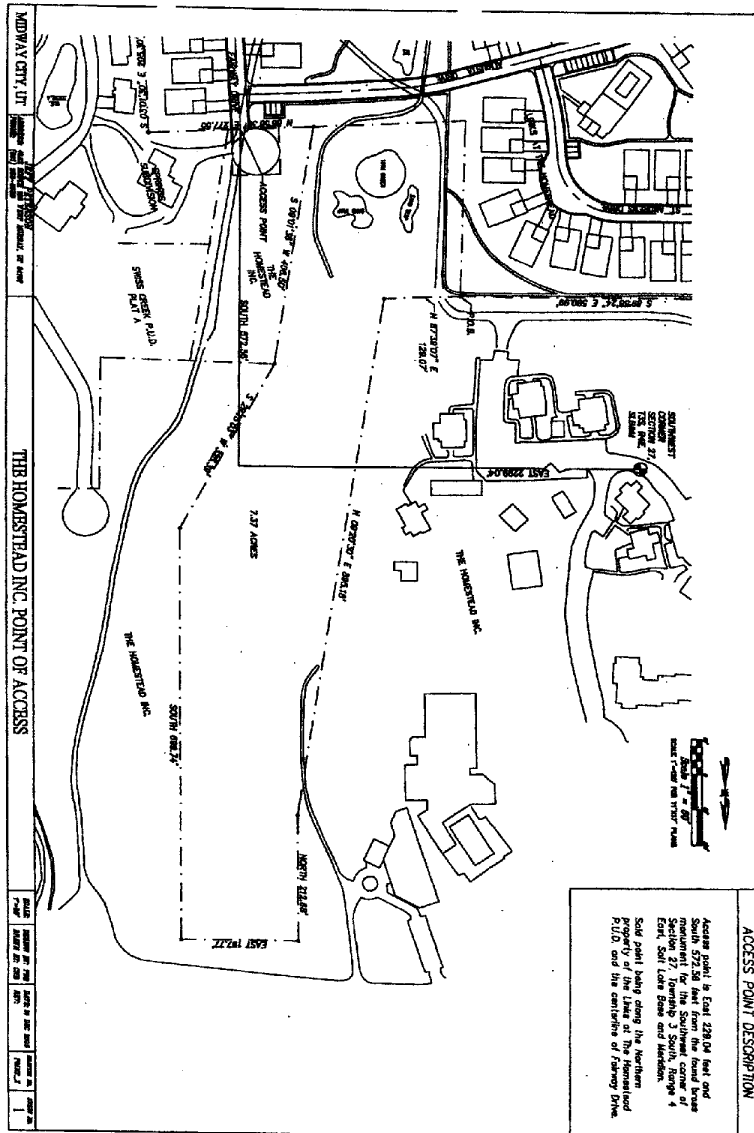
Property located in Wasatch County, Utah, more particularly described as follows:

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 323813 Bk 946 Pg 526-533
Date: 27-JUL-2007 1:25PM
Fee: \$44.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: DURHAM JONES & PINEGAR

WHEN RECORDED, MAIL TO:

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

AMENDMENT TO

DECLARATION AND GRANT OF EASEMENT

This Amendment to Declaration and Grant of Easement (this "**Amendment**") is made as of the 23 day of July, 2007, by and between UTAH HOME BUILDING COMPANY, a Utah corporation ("**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, to amend that certain Declaration and Grant of Easement ("**Declaration and Grant**") entered into as of December 29, 2005, by and between Grantor, Grantee and Fox Point, LLC, a Utah limited liability company, recorded January 11, 2006, as Entry No. 295086 at Book 0821, Page 0117-0128 of the official records of the office of the county recorder for Wasatch County, State of Utah. Capitalized words herein shall have the same meaning as set forth in the Declaration and Grant.

RECITALS

WHEREAS, in the Declaration and Grant, Grantor granted to Grantee and to Fox Point, LLC 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, in the Declaration and Grant, the Easement with respect to the New Roads was for the purpose of providing Grantee and others, as described therein, with non-exclusive access over and across the New Roads to and from that certain real property of Grantee (the "**Grantee Property**") located to the South of the Grantor Property, beginning at the access point (the "**Access Point**") described in Exhibit "B" attached hereto and incorporated herein;

WHEREAS, FOX POINT, LLC, a Utah limited liability company, has released and abandoned all of its rights under the Declaration and Grant as provided in that certain Release and Abandonment of Easement, recorded on January 11, 2006, as Entry No. 295087 at Book 0821, Page 0129-0135 of the official records of the office of the county recorder for

Wasatch County, State of Utah; and

WHEREAS, the parties hereto desire to amend the Declaration and Grant as provided hereinafter and capitalized terms herein shall have the same meaning as in the Declaration and Grant.

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:

A. Paragraph 1 of the Declaration and Grant is hereby amended by deleting the existing paragraph 1 and replacing it with the following new paragraph 1, including subparagraphs 1.a. through 1.e. below:

1. Grantor hereby grants and conveys to Grantee a nonexclusive easement and right of way (the "*Easement*") for vehicular access upon, over and across the Easement Property to utilize the New Roads solely as follows:

a. The Easement is for the benefit of the Grantee as owner of the five (5) lots (the "*Five Lots*") developed or to be developed by Grantee which are located to the east of the hole No. 10 green on the Homestead Golf Course and the subsequent owners of the Five Lots and their respective successors and assigns, employees, tenants, guests, permittees, representatives, agents, and invitees.

b. Currently, there is a barrier located at the Access Point. Grantee may, in its discretion, relocate the barrier to a different location to allow for free access to and from the Five Lots over and across the Easement by the persons identified in paragraph 1.a. above. When the barrier is relocated, Grantor and Grantee shall mutually agree upon the type of crash barrier to be used to prevent access to the Easement by persons not authorized by paragraph 1.a. above. Notwithstanding the foregoing, Grantee and emergency vehicles shall have an easement and right of way from Grantee's Property through the crash barrier and over and across the Easement for emergency purposes, and the crash barrier shall be designed and constructed to allow such access.

c. Grantee hereby grants and conveys to Grantor, its successors and assigns, a nonexclusive easement and right of way ("*Counter Easement*") for vehicular access upon, over and across that portion of Grantee's Property consisting of a road and located between the crash barrier and the Access Point ("*Grantee's Road*") solely for emergency vehicular access upon, over and across Grantee's Road. The Counter Easement shall be for the benefit of Grantor, as owner of the Grantor's Property, and its successors and assigns as owners of the Grantor's Property, and their respective employees, tenants, guests, permittees, representatives, agents, invitees and emergency vehicles solely for the purpose of

emergency access and turnaround as may be required by the City of Midway to and from the Grantor's Property.

d. With respect to the Easement described in paragraph 1.a. and 1.b. above, and notwithstanding the earlier recordation of this Amendment, the Easement, as modified by this Amendment, 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. Grantee shall have no obligation at any time for the costs of design, construction or maintenance of the New Roads.

e. With respect to the Counter Easement described in paragraph 1.c. above, and notwithstanding the earlier recordation of this Amendment, the Counter Easement will only become effective and Grantor may only begin to use the Counter Easement for the uses described herein when Grantee has completed construction of the relocated crash barrier and Grantee has completed construction of the Grantee's Road. Grantor shall have no obligation at any time for the costs of design, construction or maintenance of the Grantee's Road.

B. In all other respects, except as modified by this Amendment, the Declaration and Grant shall remain in full force and effect.

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

GRANTOR:

UTAH HOME BUILDING COMPANY,
a Utah corporation

By 
Its: _____

DATE: 18th day of July, 2007

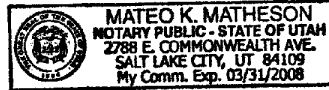
GRANTEE:

THE HOMESTEAD, INC.
a Utah corporation



DATE: 23 day of July, 2007.

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



The foregoing instrument was acknowledged before me this 18 day of July, 2007,
by Jeff Peterson, the President of Utah Home Building Company,
a Utah corporation.

Mateo K. Matheson
Notary Public

STATE OF Utah)
COUNTY OF Wasatch : ss.

The foregoing instrument was acknowledged before me this 23 day of July, 2007,
by Brian Mathewich, the President of The Homestead, Inc., a Utah
corporation.

Jennifer Lyn Sweat
Notary Public

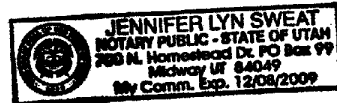


EXHIBIT "A"

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.

EXHIBIT "B"

Description Access Point to Grantee's Property

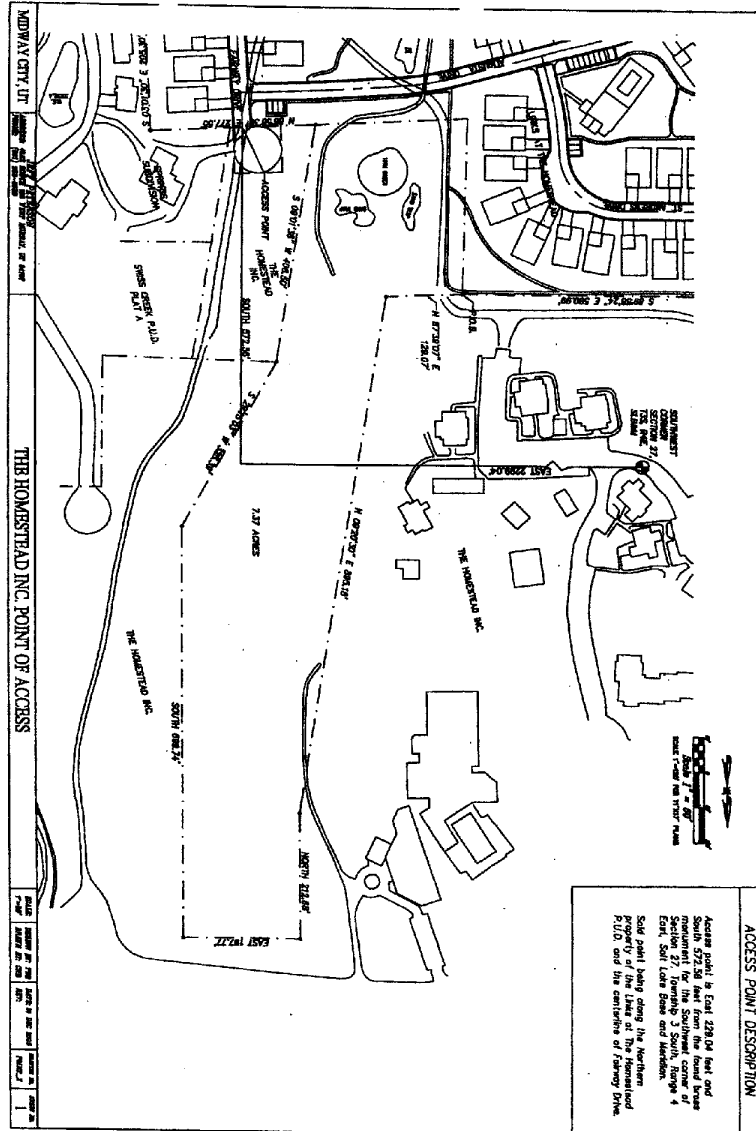
Property located in Wasatch County, Utah, more particularly described as follows:

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.



KIRTON | McCONKIE

Bryce K. Dalton
bdalton@kmclaw.com
801.239.3169

August 27, 2020

VIA HAND DELIVERY

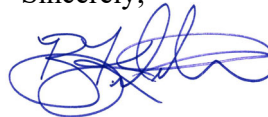
Midway City
Attn: Mayor & City Council
75 North 100 West
P.O. Box 277
Midway, UT 84049

RE: Homestead Resort Master Plan Amendment

Dear Mayor and City Council Members:

Representatives of Developer, Developer's engineer, and myself were able to meet with Kenneth Ross, President of The Links at the Homestead Owners' Association (the "**Association**"), and the Association's legal counsel on August 25, 2020, to discuss Developer's legal rights pursuant to the 2005 Declaration of Grant of Easement and the 2007 Amendment to Declaration and Grant of Easement (collectively, the "**Easement**") discussed in my August 25, 2020 letter. This meeting was very informative and productive. At the conclusion of this meeting, Mr. Ross and the Association's legal counsel agreed that pursuant to the Easement Developer, its successors, assigns, employees, tenants, guests, permittees, representatives, agents and invitees have legal access through the streets and roads in The Links subdivision to the five (5) individual lots shown on the proposed Resort Master Site Plan. Based on the outcome of this meeting, and as further discussed in my August 25, 2020 letter, there is not a legal need to renegotiate or enter into a new easement agreement with the Association.

Sincerely,



Bryce K. Dalton



10420 N. Jordanelle Blvd. Heber City, UT 84032
435-940-9636

Midway City Planning,

Homestead Master Plan has been reviewed and approved by Wasatch Fire for the provided plans on August 26 (Last update per plans show August 14, 2020). The approval is contingent on the following:

- Access from the North East section to Pine Canyon Road
- Access from the South East section to Mountain Springs Road
- Emergency Access path to Linx Subdivision
- All access road to be a minimum of 26-foot width or as allowed by International Fire Code and approved by Wasatch Fire.
- Hydrants as per code (dependent on structure size and sprinkler/standpipe requirements)
- Access required to within all portions of main floor within 150 feet.

Wasatch Fire District

WHEN RECORDED RETURN TO:

Midway City

P.O. Box 277

Midway City, UT 84049

QUITCLAIM DEED

THE HOMESTEAD GROUP, LLC, ("Homestead") a Utah Limited Liability Company, Grantor, does hereby convey and quitclaim to MIDWAY CITY, a Utah municipal corporation, Grantee, the property, as established in the legal description set forth below ("Property"):

See Exhibit A for legal description

USES AND OBLIGATIONS

A. **Public Access:** The parties agree that the Property deeded to Midway City shall be available to the general public as a recreational pathway for all types of recreational activity ("Trail").

B. **Trail Construction and Maintenance:** Midway, at its sole cost, shall have the right to construct, reconstruct, repair, maintain, replace, and/or monitor the Trail built on the Property, including, but not limited to repairing pavement and/or trail surfaces, replacing material, repairing systems, and controlling erosion, weeds, litter, etc.. Midway, at its sole discretion, shall choose the type of surface for the trail, which may include a permanent, impervious covering such as pavement or asphalt, and/or a backcountry surface such as gravel if deemed appropriate. Should a flood wash out or damage the trail, Midway shall have the right to reconstruct it, and to do any necessary fill work or install any necessary structures (i.e. culverts, bridges, etc.) needed to assure the trail has continued connectivity and functionality. Homestead shall have no obligation nor responsibility regarding on-going maintenance of the trail.

C. **Tree Removal:** Homestead shall remove, at its sole cost and expense, all trees currently growing between Homestead Drive and the west edge of the Trail. Once these trees are removed, Midway City will have the ongoing obligation to control tree and weed growth between the Trail and Homestead Drive. Homestead shall remove all trees and existing overgrowth within the 2' feet area on the east of the trail so that the trail can have an appropriate shoulder.

D. **Tree Installation:** Homestead and Midway agree to share equally in the costs to plant trees along the eastern edge of the Trail, which will serve the purpose, over time, of providing a protective barrier between the Trail and golf course.

E. **Net Installation:** Midway City, at its sole expense, shall install netting along the eastern edge of the trail for the purpose of protecting those using the Trail from the golf course. Nets will be placed in height and location as deemed necessary by Midway City's engineer. Midway shall have all on-going maintenance obligations on the netting. It is understood that the trees planted along the eastern edge of the Trail will, over time, create a natural barrier between the Trail and the golf

course, and that the netting may be removed once Midway City deems the tree growth to be sufficient to protect users of the Trail.

F. **Irrigation Lines:** There are several irrigation lines owned by the Homestead that run into the Property being deeded to Midway City. Homestead shall remove these lines at its own cost prior to Midway building the Trail.

G. **Landscaping:** Midway City shall use care in installing the Trail so as not to unreasonably cut or remove vegetation or existing landscaping around the Trail. Homestead shall be responsible, at its sole cost, for all landscaping on the east side of the trail.

H. **Liability:** Grantor shall have no liability for injury associated with or caused by the trail easement, and Grantee shall indemnify Grantor from the same.

I. **Assignment:** This Agreement cannot be assigned without mutual consent.

J. **Law:** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

K. **Joint Venture:** This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the Midway City and Homestead.

L. **Entire Agreement:** This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

M. **Attorney's Fees:** Each party represents that it has the authority to enter into this Agreement. The prevailing party in a dispute regarding this agreement shall be entitled to recover its reasonable attorney's fees and costs.

DATED this ____ day of _____, 2020.

THE HOMESTEAD GROUP, LLC

By: _____

Its: _____

Acknowledged before me this ____ day of _____, 2020 by
_____, member of THE HOMESTEAD GROUP, LLC.

NOTARY PUBLIC

CITY OF MIDWAY
A Utah Municipal Corporation

ATTEST:

By: Celeste Johnson
Its: Mayor

By: Brad Wilson
City Recorder
SEAL:

Acknowledged before me this ____ day of _____, 2020 by Celeste Johnson,
Mayor of Midway City.

NOTARY PUBLIC

EXHIBIT A

(Trail Easement Description)

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE KANTONS AT VILLAGE GREEN PUD, OF OFFICIAL WASATCH COUNTY RECORDS (ENTRY NO. 417897), SAID POINT BEING EAST 1011.78 FEET AND S00°48'00"W 873.04 FEET AND S89°12'00"E 75.45 FEET AND N01°20'43"E 29.30 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE N01°20'43"E 10.00 FEET; THENCE N14°40'49"W 36.50 FEET; THENCE N01°23'08"E 185.36 FEET ALONG AN EXISTING FENCE LINE; THENCE N28°59'44"W 39.44 FEET; THENCE N00°14'09"W 10.00 FEET; THENCE S89°17'55"E 20.00 FEET TO THE SOUTHWEST SUBDIVISION CORNER OF KIMBALL ESTATES PLAT "A" AMENDED (ENTRY NO. 184151); THENCE S00°14'09"E 4.54 FEET; THENCE S28°59'44"E 39.75 FEET; THENCE S01°23'08"W 187.97 FEET; THENCE S14°40'49"E 36.49 FEET; THENCE S01°20'43"W 12.63 FEET TO THE NORTH LINE OF SAID KANTONS SUBDIVISION; THENCE N89°12'00"W 20.00 FEET ALONG SAID KANTONS SUBDIVISION TO THE POINT OF BEGINNING.

CONTAINS 0.129 ACRES.



RESOLUTION 2020-25

A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING AN AMENDMENT TO THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT

WHEREAS, the Midway City Council is granted authority under Utah law to make agreements in the public interest and to further the business of Midway City; and

WHEREAS, the City Council deems it appropriate to adopt an amendment to the Homestead Renovation and Expansion Master Plan Development Agreement.

NOW THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The attached Amended Renovation and Expansion Master Plan Development Agreement for the Homestead Resort is hereby approved and adopted.

Section 2: The Mayor is authorized to sign the document on behalf of Midway City.

PASSED AND ADOPTED by the Midway City Council on the _____ day of
2020.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

DRAFT

**SECOND AMENDMENT
TO THE
HOMESTEAD RENOVATION AND EXPANSION
MASTER PLAN DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT (the “**Second Amendment**”) is entered into effective as of the ____ day of _____, 2020 (the “**Second Amendment Effective Date**”), by and between THE HOMESTEAD GROUP, LLC, a Utah limited liability company (“**Developer**”), and CITY OF MIDWAY, a political subdivision of the State of Utah (“**City**”).

RECITALS

A. City and Developer, as assignee of Legacy Resorts, LLC, assignee of The Homestead, Inc., entered into that certain Homestead Renovation and Expansion Master Plan Development Agreement dated September 18, 2008, recorded October 3, 2008, as Entry No. 340720, in Book 975, at Pages 2–43 in the office of the Wasatch County Recorder, as amended by First Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement dated November 10, 2010, recorded December 6, 2010, as Entry No. 365137, in Book 1026, at Pages 1944–1954 in the office of the Wasatch County Recorder (collectively, the “**Development Agreement**”).

B. The Development Agreement affects certain real property located in Wasatch County, Utah, as more fully described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

C. The Development Agreement further concerns a proposed renovation and expansion of the Homestead Resort located on the Property (the “**Project**”).

D. Developer has requested that certain provisions of the Development Agreement be amended.

E. After applicable public hearing, City has agreed to amend the Development Agreement as set forth herein.

AMENDMENTS

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

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

2. **Term.** City and Developer agree that City shall have no right to terminate the Agreement as otherwise provided for in the first sentence of Section 1.2 of the Agreement as long as Developer applies for a building permit or files any other application for preliminary approval within five (5) years of the Second Amendment Effective Date.

3. **Conditions to Current Approvals.** Section 3.1(b) of the Development Agreement is amended as follows:

a. **The Homestead Mound.** Subsection (3)d.iii.c. is amended to add the following at the end of this subsection: “It is agreed that the top of the Mound may be beautified with plant boxes, benches, etc., but no permanent structure shall be allowed on the top of the Mound (excepting the existing bridge and cover over the hole). The Parties acknowledge that the top of the Mound is uneven, and agree that sand and pavers shall be installed to make the area safe to walk, with the caveat that the pot rock is not to be damaged or altered in any way during the installation of the pavers.”

b. **Water.** Section 3.1(b)(4) is amended to add the following after the last sentence in the paragraph:

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

c. **Trails.** Section 3.1(b)(5)iii. is replaced in its entirety with the following:

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

d. **Resort Operator.** The first sentence of Subsection (7) is amended to replace, “The Homestead” with “Developer” as the current Resort Operator.

e. **Building Height.** Subsection (8) is amended to include the follow additional subsection (8)c:

c. Developer shall be allowed to build one building that is 40’ feet tall, measured from natural grade, within 500’ feet of Homestead Drive. This building shall be known as the “Wedding Barn” and shall have a setback of approximately 150’ from the right-of-way line from Homestead Drive. The City Council and the VAC have reviewed this issue and agree that the 40’ height is acceptable based on the following: the distance from

Homestead Drive, elevation drop from Homestead Drive to the location of the Wedding Barn, and that the location of the Wedding Barn does not greatly impact views of the Mound from Homestead Drive. Based on the foregoing, City shall permit construction of the Wedding Barn but shall also require that the Wedding Barn be taken through preliminary and final approval.

f. Project Plans. The Projects Plans set forth in Subsection (9) that were originally attached to and incorporated in the Development Agreement as Exhibits are amended with the following Exhibits that are attached to this Second Amendment and which replace in their entirety those corresponding Exhibits of the Development Agreement:

- a. Exhibit A – Legal Description of the Property
- b. Exhibit B – Resort Master Plans, Consisting of Sheet Numbers:
 - (0) Vicinity Map
 - (1) Master Site Plan
 - (2) Existing Conditions/Sensitive Lands Map
 - (3) Land Use Plan
 - (4) Golf Course Cottages
- c. Exhibit C – Resort Core Designations
- d. Exhibit D – Copy of Kantons Easement
- e. Exhibit E – Existing Infrastructure of the Mound
- f. Exhibit F – Grant of Trail Easement and Management Agreement (for trail along Homestead Drive)
- g. Exhibit G – Water Rights
- h. Exhibit H – Open Space Designation
- i. Exhibit I – Operations Plan for Resort (as long as the Resort is owned by one owner this shall not be required but if multiple owners own the Resort in the future, Developer shall comply with Section 3.1(b)(7) of the Development Agreement)
- j. Exhibit J – Parking Plan (showing running total required for parking in each phase, demonstrating parking based on square footage which complies with the 2006 Code, and a disclosure that applicant understands that should any additional density be requested in the future (i.e. additional square footage) additional parking shall be required as well)

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

(13): g. Access. The following provision shall be added to Section 3.1 as a new subsection

(13) **Access**: Each phase of the Project must meet the access requirements. The Project has four points of access that will be built to City standards, two from Homestead Drive, one from The Kantons (existing) and one from The Links (existing). The access from The Links is governed by that certain Declaration of Grant and Easement dated December 29, 2005, and recorded on January 11, 2006, as Entry No. 295086, in Book 821, at Pages 117–128, as amended that certain Amendment to Declaration and Grant of Easement dated July 23, 2007, and recorded July 27, 2007, as Entry No. 323813, in Book 946, at Pages 526–533, which documents provide legal access for five (5) lots through the streets and roads

in The Links subdivision. The proposed master plan has five (5) homes accessing through The Links subdivision. There is another access to Pine Canyon Road that will be a maintenance road. There is also an emergency access that is in the southwest area of the proposed plan that exits onto Homestead Drive. This access may also be used to connect to the Homestead Trail for guests of the resort. One proposed change from the 2008 plan is to move the south entrance from Homestead Drive farther to the south by 300'. The 2008 plan shows the entrance aligning with Bigler Lane, but the new entrance would create a new intersection. Developer feels that this change will create a better entry to the Resort and will help save trees on the Property.

h. Traffic Study. The following provision shall be added to Section 3.1 as a new subsection (14):

(14) ***Traffic Study***: Developer shall submit a traffic study as part of its application for preliminary approval. The traffic study shall take into account the maximum number of rooms, and the maximum amount of square footage allowed under this Development Agreement, and not just the traffic created by the present proposal.

i. Public Participation Meeting. The following provision shall be added to Section 3.1 as a new subsection (15):

(15) ***Public Participation Meeting***: Developer held a public participation meeting in May 2020, as required by the ordinance for master plan applications. This requirement was to give Developer an opportunity to present the development to the surrounding residents of the proposed development, which has been complied with.

j. Southern Parking Lot: The following provision shall be added to Section 3.1 as a new subsection (17):

(17) ***Light Mitigation***: The Parties recognize the potential for headlights from the southern parking lot in the Resort to shine into the homes at The Links. Developer agrees, through preliminary and final approval, to mitigate this potential impact through a combination of a berm, landscaping, and a non-sight obtrusive fence that is agreeable to the City. All costs of mitigation shall be borne by the Developer.

4. **Obligations of the City**. Section 3.2 of the Development Agreement is amended to add the following two additional subsections:

(d) ***Building Permits***. Based upon the current plans for the Project submitted to the City by Developer, the City approves Developer applying for building permits for the following improvements within the Project without the need to submit any additional preliminary and/or final plat documents:

- (1) Guest room renovations.
- (2) Main lobby and current meeting room building improvements
- (3) Golf course clubhouse and cart barn improvements.
- (4) Indoor and outdoor swimming pools and activities center improvements and/or replacements.

- (5) Indoor and outdoor swimming pools and activities center improvements and/or replacements.
- (6) Poolside grill.
- (7) Relocation of existing back-of-house operations to current cart barn.
- (8) Conversion of current golf maintenance building to a spa building.

5. **Notices.** Section 11 of the Development Agreement is amended to replace the notice information for each party with the following:

If to City:

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

If to Developer:

The Homestead Group, LLC
Attn: Scott Jones
2696 N. University Ave., Ste. 210
Provo, UT 84604

With copy to:

Gordon Law Group, P.C.
c/o Corbin Gordon
Midway City Attorneys
345 West 600 South, Suite 108
Heber City, UT 84032

With copy to:

Kirton McConkie, P.C.
Attn: Bryce K. Dalton
50 East South Temple, Suite 400
Salt Lake City, UT 84111

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

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

[Signatures and Acknowledgments Follow]

DEVELOPER:

THE HOMESTEAD GROUP, LLC,
a Utah limited liability company

By: _____
Name: Scott Jones
Its: Manager

STATE OF UTAH)
 ss
COUNTY OF _____)

On this _____ day of _____, 2020, before me personally appeared Scott Jones, personally known to me or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the foregoing document, as the Manager of THE HOMESTEAD GROUP, LLC, a Utah limited liability company.

Notary Public

CITY:

CITY OF MIDWAY,
a political subdivision of the State of Utah

By: _____
Name: Celeste Johnson
Its: Mayor

ATTEST:

By: _____
Brad Wilson, City Recorder

STATE OF UTAH)
 ss
COUNTY OF WASATCH)

On this _____ day of _____, 2020, before me personally appeared Celeste Johnson and Brad Wilson, personally known to me or whose identities were proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and who acknowledged that they signed the foregoing document as Mayor and City Recorder, respectively, of CITY OF MIDWAY, a political subdivision of the State of Utah.

Notary Public

[ATTACH EXHIBITS]