Midway City Council 16 February 2021 Regular Meeting

Resolution 2021-02 / Homestead Master Plan Amendment



## CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING:

February 16, 2021

NAME OF PROJECT:

The Homestead Resort

NAME OF APPLICANT:

The Homestead Group, LLC

**AUTHORIZED REPRESENTATIVE:** 

Scott Jones

**AGENDA ITEM:** 

Amendment to The Homestead 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 Amendment that was approved by the City Council on September 1, 2020. The proposed amendment includes the revised and additional language in the agreement, addition of an Ice Cream Shop along with updated and revised exhibits. 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 an amendment to the approved, but not recorded, master plan amendment which was approved by the City Council on September 1, 2020. The proposed amendments are the following:

- Updates involving building permits to renovate existing structures.
  - Issues regarding water, parking, and architectural review will be handled with the building permit for any buildings proposed for renovation.
- The Milk House building will be converted into an ice cream shop.
  - o This will not reduce the number of hotel rooms allowed per the agreement.
  - Water rights dedication requirements have been updated in Exhibit G.
  - o Parking has also been addressed in Exhibit J.
- When parking lots and existing roads need to be upgraded will be determined during the building permit approval process.
- The addition of new building or expansion of existing facilities is also addressed in the proposed amendment.
- Future parking problems that may occur is also addressed and gives the City the right to require more parking in the future if needed.
  - Staff is recommending that any potential future parking area sites are identified and a map identifying them is included in the master plan.
- Exhibit C has been revised to clearly define the resort area and designate permanent open space in the resort core. The open space will be delineated on the plat.
- Exhibit H has been revised to clearly state the required and permanent open space outside the resort core. The open space will be delineated on the plat.
- Exhibit G: Resort Master Plan Parking Calculations has a minor modification addressing the conversion of the Milk House to an Ice Cream Parlor.

The applicant has asked for combined parking approval by the City Council for the proposed plan. This item has been discussed by the City Council in a previous meeting and it was planned that parking would be addressed during the preliminary approval stage of each phase. Since then, Exhibit J has been added to the Amended Master Plan Agreement which proposes that the required parking stalls are reduced based on combined uses and nationally recognized studies for resort development. The City Council must specifically approve and proposals to combine parking. Section 16.13.39 (D) states the following:

D. Combined Parking Areas. The required off-street parking and loading facilities may be provided collectively for two (2) or more buildings or uses, provided that the total number of parking spaces shall not be less than the sum of the requirements for each of the individual uses. Nevertheless, if the applicant can show, by using recognized studies a lower parking requirement or parking need based on noncurrent use, the City Council may reduce the amount of parking. If any modification is

proposed to the approval, then the combined parking will be reassessed, and additional parking may be required based on the proposed change or use.

Exhibit J (please see attached) contains the parking requirement and the proposal to decrease the parking stall requirement based on combined parking, peak day factor, peak hour factor, and hotel factor. The basis for reducing the parking is based on the principle that if quests visit the resort, many of them will be eating at restaurants on-site, attending conferences on-site, golfing, and using other amenities, such as the swimming pools, so the number of parking stalls can be reduced. The peak day factor and peak hour factor also reduce parking based on the principle that peak parking demand for different uses do not occur at the same time or same day so parking can be reduced.

Staff has reviewed the proposal and agrees with the general idea of combined parking and reducing the number of stalls required on site, though, staff does not agree with the reduction of stalls in three categories which include Estate Homes, Existing Guest Rooms, and New Guest Rooms. The proposal reduces the required stalls for these uses by approximately 20%. Staff recommends that the required number of stalls should remain at 100% for these uses and not the reduced number as shown below under proposed stalls.

	Required stalls	Proposed stalls
Estate Homes	10	8
Existing Guest Rooms	125	100
New Guest Rooms	49	39

If proposed stalls are not approved and the required stalls is the still required, the development will still have the required amount of parking stalls (assuming all other combined parking is approved by the City Council). The parking in the master plan proposal is 428 stalls. If the proposed combined parking plan is approved, then 387 stalls would be required which will leave 41 extra stalls. If staff's recommendation is required, then the number of required stalls would increase by 37 to 424. This would still exceed the number of required stalls by four stalls. Ultimately, the City Council will need to decide if they will allow combined parking and by what amount. If future parking problems are identified, then parking may be required to address a lack of parking giving the City some flexibility to adjust to future issues.

## POSSIBLE FINDINGS:

• The proposed amendments clarify items that have been discovered since the agreement was approved in September of last year.

- Parking and water rights have been considered and adjusted for the addition of the Milk House building being converted to an ice cream shop.
- A provision has been added that will allow the City to require construction of more parking if parking issues occur.

## **ALTERNATIVE ACTIONS:**

- 1. <u>Approval (conditional)</u>. 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. <u>Continuance</u>. 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. <u>Denial</u>. 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



# RESOLUTION 2021-02

A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING A SECOND 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 a second 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 Second Amendment to the 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 2021.

N	AIDWAY CITY
_	Celeste Johnson, Mayor

ATTEST:

Diau Wilson, Recorder	Brad Wilson, Recorder
	Brad Wilson, Recorder

(SEAL)

# Exhibit A

# 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 <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "**Property**").
- C. The Development Agreement further concerns a proposed renovation and expansion of the Homestead Resort located on the Property (the "**Project**").
- D. Developer has requested that certain provisions of the Development Agreement be amended.
- E. After applicable public hearing, City has agreed to amend the Development Agreement as set forth herein.

## **AMENDMENTS**

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

- 1. Recitals; Defined Terms. The recitals above are hereby incorporated herein by this reference as if fully set forth in this paragraph. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.
- 2. <u>Term.</u> City and Developer agree that City shall have no right to terminate the Agreement as otherwise provided for in the first sentence of Section 1.2 of the Agreement as long as Developer applies for a building permit or files any other application for preliminary approval within five (5) years of the Second Amendment Effective Date.

- 3. <u>Conditions to Current Approvals</u>. 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. <u>Trails</u>. 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 "Quitclaim Deed" attached as Exhibit F (see Exhibit F for the legal description of that portion of the trail to be installed and maintained by the City). In furtherance of the City's Trails Master Plan, Developer also agrees to contribute to the City Fifty Thousand and No/100 Dollars (\$50,000.00) to be used by the City to construct and install an offsite public trail that will connect the City's existing trails located along 200 North and Homestead Drive. Developer will pay said amount to the City within sixty (60) days after notice from the City of its intended start date of construction of this offsite public trail.
- d. <u>Resort Operator</u>. The first sentence of Subsection (7) is amended to replace, "The Homestead" with "Developer" as the current Resort Operator.
- e. <u>Building Height</u>. Subsection (8) is amended to include the follow additional subsection (8)c:
  - c. Developer shall be allowed to build one building that is 40' feet tall, measured from natural grade, within 500' feet of Homestead Drive. This building shall be known as the "Wedding Barn" and shall have a setback of approximately 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. <u>Project Plans</u>. The Projects Plans set forth in Subsection (9) that were originally attached to and incorporated in the Development Agreement as Exhibits are amended with the following Exhibits that are attached to this 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 Quitclaim Deed (for portion of 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.

- g. <u>Access</u>. The following provision shall be added to Section 3.1 as a new subsection (13):
  - (13) Access: Each phase of the Project must meet the access requirements. The Project has four points of access that will be built to City standards, two from Homestead Drive, one from The Kantons (existing) and one from The Links (existing). The access from The Links is governed by that certain Declaration of Grant and Easement dated December 29, 2005, and recorded on January 11, 2006, as Entry No. 295086, in Book 821, at Pages 117–128, as amended that certain Amendment to Declaration and Grant of Easement dated July 23, 2007, and recorded July 27, 2007, as Entry No. 323813, in Book 946, at Pages 526–533, which documents provide legal access for five (5) lots through the streets and roads in The Links subdivision. The proposed master plan has five (5) single family 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. <u>Traffic Study</u>. The following provision shall be added to Section 3.1 as a new subsection (14):
  - (14) *Traffic Study*: Developer shall submit a traffic study as part of its application for preliminary approval. The traffic study shall take into account the maximum number of rooms, and the maximum amount of square footage allowed under this Development Agreement, and not just the traffic created by the present proposal.
- i. <u>Public Participation Meeting</u>. The following provision shall be added to Section 3.1 as a new subsection (15):
  - (15) **Public Participation Meeting**: Developer held a public participation meeting 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. <u>Southern Parking Lot</u>: The following provision shall be added to Section 3.1 as a new subsection (17):
    - (17) **Light Mitigation:** The Parties recognize the potential for headlights from the southern parking lot in the Resort to shine into the homes at The Links. Developer agrees, through preliminary and final approval, to mitigate this potential impact through a combination of a berm, landscaping, and a non-sight obtrusive fence that is agreeable to the City. All costs of mitigation shall be borne by the Developer.
- 4. <u>Obligations of the City</u>. Section 3.2 of the Development Agreement is amended to add the following four additional subsections:
  - (d) <u>Building Permits Renovations of Existing Buildings</u>. As renovations of existing buildings that do not change the size of the existing facility or the nature of use of the existing facility, the City approves Developer applying for building permits for the following improvements within the Project without the need to submit any additional preliminary and/or final plat documents:
    - (1) Guest room renovations.
    - (2) Main lobby and current meeting room building improvements
  - (e) <u>Building Permits Alteration of Use or Expansion of Existing Facilities.</u> The parties recognize that the following alterations expand the size of the facility or alter the nature of the use of the facility, and as such, will need to be analyzed at the time each

building permit is pulled to address issues regarding water, parking, and architectural review. The parties agree that these issues will be addressed in the building permit process, and that the Developer will not be required to submit any additional preliminary and/or final plat documents to obtain the issuance of a building permit for the renovations/alterations below, but will be required to submit documentation acceptable to the City Planner and City Engineer regarding water, parking, and architectural review:

- (1) Golf course clubhouse and cart barn improvements.
- (2) Indoor and outdoor swimming pools and activities center improvements and/or replacements.
- (3) Indoor and outdoor swimming pools and activities center improvements and/or replacements.
- (4) Poolside grill.
- (5) Relocation of existing back-of-house operations to current cart barn.
- (6) Conversion of current golf maintenance building to a spa building.
- (7) Conversion of the Milk House building into an ice cream shop

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

- (f) Parking: The Parties acknowledge that there has been an agreement to reduce required parking from approximately 900 stalls to 428 stalls. The Parties agree that if, at any time, the reduced number of stalls creates parking problems either within the Resort Core or to surrounding areas, the City, through the City Planner and City Engineer can require additional parking to be installed within the Resort Core. The Parties agree that should the Developer disagree with the requirements of City Staff, it can appeal Staff's decision to the City Council.
- Addition of New Buildings or Expansion of Existing Facilities not included in subparagraph (d) and (e). Developer has the right to build up to 367,750 square feet of building footprint, which may involve expanding the footprint of existing buildings or proposing additional buildings within the Resort Core. Any square footage proposed above that currently shown in the approved Master Plan will be addressed through preliminary and final approval of each phase of the Development, and will not require amendment to the Master Plan. The Parties agree that required parking beyond that currently shown in the Master Plan may be considered and required during preliminary and final approval of the additional square footage in order to meet parking needs created by the expanded use. Request for additional square footage shall require recalculation of water needs, parking, demonstration of conformity with existing zoning code and set-backs, and be subject to architectural review.
- 5. <u>Notices</u>. Section 11 of the Development Agreement is amended to replace the notice information for each party with the following:

If to City:

If to Developer:

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

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

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

6. <u>Confirmation</u>. 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

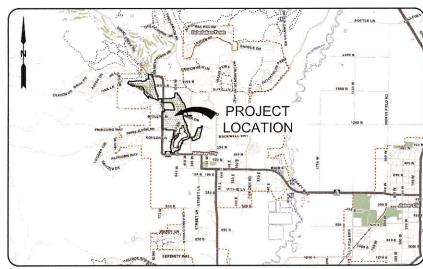
		By:
		Name: Scott Jones
		Its: Manager
STATE OF UTAH	)	
COLNITY OF	SS	
COUNTY OF	)	
personally known to reperson whose name i	ne or whose identity s s subscribed to this d	, 2020, before me personally appeared Scott Jones, was proved to me on the basis of satisfactory evidence to be the locument, and who acknowledged that he signed the foregoing STEAD 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 )	
COUNTY OF WASATCH )	
and Brad Wilson, personally known to me or whe evidence to be the persons whose names are sul	, 2020, before me personally appeared Celeste Johnson nose identities were proved to me on the basis of satisfactory oscribed to this document, and who acknowledged that they d City Recorder, respectively, of CITY OF MIDWAY, a
	Notary Public

## [ATTACH EXHIBITS]

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

LOCATED IN PORTIONS OF SECTION 27, 28 & 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN



VICINITY MAP

#### **EXHIBIT A**



SURVEY INDEX	
ITLA/NSPS TABLE 'A' NOTES	SHEET 1
IASIS OF BEARINGS	SHEET 1
DIE AND CURVE TABLES	SHEET 6
IEW DESCRIPTIONS FOR EXISTING PARCELS	SHEET 1
ARCEL INFORMATION AND ACREAGE	SHEET 6
ECORD PARCOL DESCRIPTIONS	SHEET 2-5
ECTION CORNER CONTROL	SHEET 6
UNVEYOR'S CERTIFICATE	SHEET 1
URVEY WAP	SHET 7-11
URVEY HARRATIVE	SHEET 1
TILE COMMITMENT SCHEDULE 8-2 EXCEPTIONS	SHEET 5
NORTY WAP	SHEET 1

#### SURVEY NARRATIVE

#### ALTA/NSPS TABLE 'A' NOTES

- THE PROPERTY HAS A PHYSICAL ADDRESS OF 700 NORTH HOMESTEAD DRIVE.

THE BASIS OF BEATHAGS FOR THIS ALTA/ASPS SURVEY WAS ESTABLISHED IN CONFORMANCE WITH UTAH COORDINATE

#### NEW DESCRIPTIONS FOR EXISTING PARCELS

This survey is representative of the entire Homestead project, including all fee simple land, leased land and easements associated with the golf course, resort and resort operations. Not all areas within this survey are part of the Master Plan Amendment, and as such, the land included within this survey is not all part of the open space designation described in the Master Plan Amendment. This document is only a land description reference of the areas associated with the Homestead, not necessarily as part of the Master Plan Amendment.

	PREPARED FOR
L19-212	THE HOMESTEAD GROUP LLC.

HOMESTEAD RESORT PROPERTY

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

WASATCH COUNTY LITAH

10/10/2019





RECORD PARCEL DESCRIPTIONS AS PER THAT CERTAIN COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE AGENCY, LLC, ON JULY 18, 2019 AS COMMITMENT NO 041-5948315

ALL OF LOT A, KINBALL ESTATES SUBDIVISION, PLAT A AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE WASAITSH COUNTY RECORDER. PARCEL S: (EASEMENT & LICENSE)

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PARCEL 3: (EASEMENT & LICENSE)

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(THE ABOVE DESCRIBED PROPERTY WAS PROVIDED BY OULF COURSE WASTER AGREEMENT RECORDED FEBRUARY IB, 1988, AS ENTRY NO. 144988, IN BOOK 197 AT PAGE 75 OF OFFICIAL RECORDS AND BY THAT EASEWHY DEED RECORDED SEPTEMBER 20, 1988, AS ENTRY NO. 144958, IN BOOK 202 AT PAGE 23 OF OFFICIAL RECORDS.

PARCEL 4: (EASEMENT & LICENSE)

CONTINUED ON NEXT COLUMN.

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PARCEL 5: (LICENSE)

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A LICENSE FOR THAT PORTION OF THE ABONE DESCRIBED PROPERTY LYING WITHIN THAT PROPERTY OF PARCEL 2 IN THE GULF COLUME: LICENSE ADREDMENT RECORDED ANGUIST 23, 1680 AS DRIRTY NO. 153112 N 800K 221, AT PAGE 361 OF OFFICIAL RECORDS, ESCAIRED AS FOLLOWS:

GENERAL RECORDED LAS FOLLOWS:

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PARCEL 6: (UCDISE)

BECIMINE AT A POINT WHICH IS NOTHIN 00727/56" WEST ALONG THE SECTION LINE 880.65 FEET AND EAST 68.42 FEET FROM THE WEST GUARTER CORRECT OF SECTION 27, TORNISHER 3 SOUTH, RANKE 4 FEST, SAFL LAVE 8ASE AND MEDICALLY HOMEL ROTH 11/27/27 WEST 627.7 FEET THOMICK ROTH 11/2006/26 WEST 11/20 FEET, TORNISC SOUTH 80738/04" WEST 15/40.25 16.45 FEET, THOMICK CAST 1846.4 FEET, THOMICK SHOULD NOTIFIE'M CAST 11/20 FEET, THOMICK SOUTH 80738/04" WEST 15/40.

A LICENSE FOR THAT PORTION OF THE ABONE DESCRIBED PROPERTY LYING WITHIN THAT PROPERTY OF PARCE, 2 IN THE OCUF CURNEL LICENSE, ARREDMENT RECORDED ANGUST 23, 1980 AS SHIRTY NO. 153112 IN BOOK 221, AT PAGE 301 OF OFFICIAL RECORDING, DESCRIBED AS FOLLOWS:

GUY COMES LODING, AMERICANI RECORDIO AMERIT 23, 1000 AS DIRW No. 153-11 M 5000 XD, If Fired 230 OF SWOOM, RECORDING LODING LODING THE GENERAL DISC. SECONDARY AT A POINT ON IN SECTION AND THE GENERAL DISC. SECONDARY AND THE

PARCEL 7: (LIGENSE)

BEGNAMING AT A POINT MINCH IS MORTH 0077/56" MEST ALONG THE SECTION LINE BROADS FEET AND EAST 68.42 FEET FROM THE MEST GUARRER COMBER OF SECTION 27, TOMBESHE'S SOUTH, BANKE 4 EAST, SALT LAKE BASE AND MERBOAR BANKER KOMTH SOSTAN'S EAST SALT STEET, THOISE MEMBER TOTAL'S LAST SETTLE, THOMS SOUTH MEST SHE AND 161.57 FEET, THENCE SOUTH 7517/14" MEST SOULZ FEET; THOMSE MORTH 1017/42" MEST 81.89 FEET TO THE POINT OF SECREMENT.

A LICENSE FOR THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WHICH THAT PROPERTY OF PARCEL 2 IN THE OLE COURSE LUCINES ANDEXENT RECOVERD AUJUST 22, 1980 AS ENTRY INC. 153112 IN BOOK 221, AT PAGE 301 OF OFFICIAL RECORDS, EXCRIBED AS FOLLOWS:

GENERAL RECORDS, RECORDS AS TOLERON.

SERVING AS A PORT ON THE CASE THAN OF THE GENERAL DIDS, SAS FORT HANNE UNION STATE THAN COMPANIES.

COURSE, AND COMPANIES. THE COMPANIES OF THE GENERAL DIDS SAN THE COMPANIES.

COURSE OF THE COMPANIES OF THE COMPANIES OF THE COMPANIES OF THE COMPANIES.

COURSE OF THE COMPANIES OF THE COMPAN

BECOMMING AT A FIDICE CORNER ON THE EASTERY LINE OF THE HOMESTEAD COLF COLORSE EASTMONT, SAID FRONT BEING LOCATED DIGIT. THE EAST HAVE DONE FOR THE WEST QUARTER CORNER OF SECTION ATT, TOWNSHIP SIGNIFICATION FOR THE WEST QUARTER CORNER OF SECTION ATT, TOWNSHIP SIGNIFICATION FOR THE WEST SIGNIFICATION FOR THE WASTE AND THE WEST AND THE THE WASTE SIGNIFICATION FOR THE WASTE AND THE WASTE SIGNIFICATION FOR THE WASTE SIGNIF

OWNER, OF THE MATE OF COUNTRY CORRES OF SECTION 28, TORNISHE 25 SOUTH, RANGE 4 FAST, SAT LIVE BACK
AND ARRIVED AND ARRIVED THOSE SOUTH ORIGIN STEELS AND FREE TO THE MOST BOURDARY OF A COUNTRY MODE.
AND ARRIVED AND ARRIVED THOSE SOUTH ORIGIN OF SHEET OF THE MOST TABLE THE STEEL STEELS AND THE SHEET SATE OF THE THOSE SOUTH AND THE SHEET SATE OF THE THOSE SOUTH AND THE SHEET SATE OF THE THOSE SOUTH AND THE SHEET SATE OF THE S

TOGETHER WITH THAT PORTION OF LAND BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEDWING AT A POINT WHO'S IS MEST 1537-25 AND HORTH 683.3 FEET FROM THE EAST QUARTER COINER OF SECTION AS TOWNING 3 SHOWN AND AS TOWNING AND ASSESSMENT OF THE SECTION AS TOWNING AS TOWNING

DESCRIBED AS FOLOMS:

BEGINNING AT A POINT 500 FEET NORTH AND 141 FEET NEST OF THE MONTHEAST CONNER OF THE SOUTHEAST COUNTED

SPECIAL TO SECTION 28, DIMMSNEY 3 SCILIN, RAMCE 4 EAST, SALT LAME BASE AND MORROAM; THOMSE EAST 191 FEET TO THE

BEGINER CHANG, THOMSE WAS A ROTHINGSTRAY DIRECTION UP THE GRIBER CHANG, 450 FEET; THOMSE MEST 141 FEET;

TROMSE SCILIN JOINT CAST TO THE PORT OF BEGINNING.

ALSO LESS AND EXCEPTING THERETRON THAT PORTION BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

REDINNING AT THE SOUTHEAST CONTROL OF LOT 84, OAK MANCH NO. 1. MANDADD SUBDINISON, SAID POINT REING SOUTH 1502,75 FEET AND LAST 1453,03 FEET FROM the INTRINSEST CONTROL OF SECTION 28, TOWARDS 3 SOUTH, AMAKE 4 ASST, SAIT LUKE 480,00 MEMORIAN, AND MARKHO TROMCE LEATH LOSS/FEET TO BE CONTROL OR CONTROL SOUTH SECTION LAST NORTH ALONG SMOULE 277,0 FEET, THORSE 482T (ASST) FEET TO RE MORTHEAST CORRECT COLD 26 OF SAID SUBDINISONS PRINCE SOUTH ALONG SAID SAIDWOODS LOSS FEET TO RE MORTHEAST CORRECT COLD 26 OF SAID SUBDINISONS PRINCE SOUTH ALONG SAID SAIDWOODS LOSS FEET TO THE POWER OF GENERAL

ALSO LESS AND EXCEPTING THENEFRON THAT PORTION BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

REGIONNE AT THE SOUTHEAST CORNERS OF LOT 3, DAY, HAMPIN NO. 1 AMDICED SUBDIVISION SHO PORT BEING SOUTH-1952-75 FEET MOD EAST 1963-53 FEET FIRM THE MOTENIEST CONNECT OF SCHOOL 28, TOWNORD 'S SOUTH, SAMCE' STAST, NAT LUKE MEE MON MERONIA, MON REMINDE THE LOST 1063.77 FEET TO THE CONTIN SCHOOL MEET, THE MOTHER ADMIS SHO LIMIT 272-00 FEET, THOMAS STEET TO SEE MORTHEAST CONNECT OF LOST 48, OF SAM SUBDIVISION THEORY SOUTH ALKNOW THE LAST LUKE OF SAM SUBDIVISION 270-00 FEET TO THE PORT OF ECONNECT.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

ERDINING AT THE SOUTHEAST CORNER OF LOT BY, OM HANCH NO. I AMODISES SUBDIMISON, SAID POINT BEING SOUTH 1902/79 FEET HIG LOST 1953-36 FEET FIRMS HE MORTHWEST CORNER OF SECTION 28. TOWARDS 50 SUITH, BANKE, 4 ACS, SAIT, Law East, AND MERDINA, HOW MERRING TROOKE CAST 1903/77 FEET TO BE CHIEF SECTION LAY, OF HORN ALONG 1900 LINE 277/30 FEET, THORSE WEST GOLDS FEET TO THE MORTHWEST CORNER OF LOT 86 OF SHOOT AMORPHING PROBLES SOUTH ALONS SOUTH SECTION LAY, THE TO THE MORTHWEST CORNER OF LOT 86 OF SHOOT AMORPHING PROBLES SOUTH ALONS SOUTH SECTION LOT THE TOTAL TO THE POINT OF TROOMING.

DATE THAT LIVER BASE AND MERCHAN, AND REMIND MERCH COST MAD THAT THE WORK DROWN DESCRIPTION OF THE COST OF THE COS

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION GRANTED TO GREAT MISS OF THE ROCKES, INC., IN BARRANTY DEED RECORDED JUNE OA, 2003 AS ENTRY NO. 228732, IN BOOK 628, AT PAGE 50.3 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED, AS FOLLOWS.

DOT PROCESS AND ACCOUNTS OF DIMEN AS 2002A, IN PACE 50. AT PACE 50. AT GROUN, RECORD, SINGWOLL PROCESSAN, PACE 50. AT SALE ACCOUNTS AS A RELEASE AND ACCOUNTS AND ACCOUNTS AS A RELEASE AND ACCOUNTS AS A RELEASE AND ACCOUNTS AS A RELEASE AND ACCOUNTS A

CONTRACT PARCE, 19.

SINCE SOUTH JOTUTY, MEST ACT THEE ALDRO AN EXEMPT FLOCK LINC, INCIDENCE SOUTH AND THE STATE OF THE ST

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION GRANTED TO GREAT INNS OF THE ROCKIES, INC., IN INMIRIVATIVE DEED RECORDED JUNE 04, 2003 AS ENTRY NO. 258732, IN BOOK 628, AT PAGE 593 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DECISIORAL AS FOLLORS.

SEEN PARTICIPATION CONTRIBUTE OF CREATION TO STATE OF CREATION CONTRIBUTE OF CREATION CONTRIBUTE OF CREATION CONTRIBUTE OF CREATION CONTRIBUTE OF CREATION C THE THEORY SOUTH WATER'S WATER THAN THE THOUGH SOUTH WATER'S WATER THAN THE THEORY SOUTH WATER'S THAN THE THE THE SOUTH WATER'S THAN THE THE THE SOUTH WATER OF THE THE THEORY OF THE THE THE THEORY OF THE THEORY OF THE THEORY OF THE THEORY OF THE THE THE THE THE THEORY OF THE THE THE THEORY OF THE THEORY OF THE THEORY OF THE THEORY OF THE THE THEORY OF THE THEORY O

COMPANY, AN STRACK, SWINGERT SEED RECORDED LAKE SH, 2004 AS DERF FM. 27544, A BOX 70.4 AFF ANCE SHE
OF OFFICE RECORD AND SEED RECORDED LAKE SHE AND SEED AS SH

LESS AND EXCEPTING THE FOLLOWING

ANY PORTION LYING WITH PARCEL TAX ID NO. CMI-0197-C, WORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEDRHONG AT A POINT WEST 1548 FEST AND MORTH 500 FEST FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIOANS, THENCE HORTH 25'ME EAST 345 FEST, THENCE SOUTHWESTICKY ALONG THE BANK OF THE PRODUCT STOCK IN THE RESTRICT AND OF MAY OF LIKE CANYON RONG; THENCE SOUTHWESTICKY, ALONG LIKE CANYON RONG TO THE POINT OF EXCHANGE.

ALSO LESS AND EXCEPTING THEREFORM THAT PORTION GRANTED TO MILE NO. 4 LL, IN CUITCLAN DEED RECORDER MARCH 30, 2005 AS ENTRY NO. 381241, IN BOOK 743, AT PAGE 365 OF OFFICIAL RECORDS, SEING WISE PARTICUL DESCRIPTION AFFICI

SERVINUE AS TRAUMER HIGH IS WEST 199.03 FEET AND MOTEN BILZO FEET FROM THE EAST QUARTER COMER OF SECTION 28, TOWNSIAP 3 SOUTH, RAMCE 4 EAST, SALT LAKE BASE AND MERIDAN, SAID POINT LIWE ON THE DANGART OF INDUSTRIES HE PROFESS BOARDANT OF TURNISHER MODES A FLAMEBURG PROFESS BOARDANT OF TURNISHER MODES A FLAMEBURG TO RECORD THE RECORDING TO TURNISHER MODES A FLAMEBURG TO RECORD TO THE TOP TO TURNISHER MODES A FLAMEBURG TO RECORD TO THE TURNISHER MODES AND THE TURNISHER TO TURNISHER MODES A FLAMEBURG TO RECORD TO TURNISHER MODES A FLAMEBURG TO RECORD TO THE TURNISHER TO TURNISHER MODES A FLAMEBURG TO TURNISHER FLAMEBURG TO TURNISHE TO TURNISHE TO TURNI

LINE OF RESISTED PRICE, IS SHOTE INTO HOUSE WEST, 13-7, RET. ARCH NE ROMENNY OF RESISTED.

THE RESISTED PRICE CONTROL OF RESISTED PRICE AND THE RESISTED PRICE CONTROL OF RESI

DECEMBER AT A POINT BRICH IS WEST 2012/3 FEST AND MOSTIN BILED FEST FINDS THE EAST QUARTER COPIEST OF SECTION 28, TOWNERS IS SOUTH, LANCE 4 EAST, SAIT LANE BACK AND MERIOUS SAID FORT CHIEF OF THE SECTION 28, TOWNERS AND CONTROL OF THE TABLE OF THE SECTION OF THE CHIEF OF THE SECTION 28, TOWNERS AND CONTROL OF THE PROPERTY OF THE TRANSPORT OF THE SECTION OF THE CHIEF OF THE DECEMBER 25.

CONTINUED IN HEXT COLUMN

THENCE SOUTH 65'23'28" WEST 24.21 ALONG THE PROPOSED BOUNDARY OF TURNBERRY WOODS TO A POINT ON THE BOUNDARY WITH HOMESTEAD PARCEL K;THENCE ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE LEFT 86.15 THE CAME HAS A CONTRA ANGLE OF JOINT AND THE ANGLE A ASSOCIATION OF THE ANGLE OF THE CAME HAS A CONTRA ANGLE OF JOINT AND A CONTRA ANGLE ANG

BEGINNING AT A POINT WHOM IS WEST 20024 FEET AND NORTH 803.99 FEET FROM THE EAST QUARTER CORNER OF SCCROW 26, TORNORIE 3 SOUTH, RANGE 4 EAST, SALT LIKE RISKE AND KERDBAN, SAID POINT LINKS ON THE BORDONARY OF HOMESTEED WILL PARIOE. ONE—OTH-1—COS—OUT PRIORIESTAD PARIOE. X) AS REPURENCED HI BOOK 205, PAIC 128 AND THE PROPRIEDD BOLDWARF OF TRANSIENTH HOODS A PLANNED UNIT DEPLECIPMENT.

PIECE 120 NO THE PROVISION DOLLARDORY OF TAMORDORY MODIA A FLANGED SHE DESCRIPTION OF THE PROSECUL PROGRAMMENT SHE WITH THE PROVISION OF THE PROSECUL PROGRAMMENT SHE WITH THE PROSECUL PROGRAMMENT SHE WITH THE PROSECUL PROGRAMMENT SHE PROVIDED DOLLARDORY OF THE PROSECUL PROGRAMMENT SHE PROVIDED DOLLARDORY OF THE PROVISION OF THE PROVIDED DOLLARDORY OF THE PROVISION OF THE PROVIDED DOLLARDORY OF TH

DESCRIBED AS FOLLOWS:

BEOWNING AT A POINT WEST 1546 FEET AND NORTH 550 FEET FROM THE EAST QUARTER COMMEN OF SECTION 28.

BEOWNING AT A POINT WEST 1546 FEET AND NORTH 550 FEET FROM THE EAST QUARTER COMMEN OF SECTION 28.

BEOWNINGS TO SOUTH RANCE 4 EAST, SAIT LAKE BASE AND MORBIANA THEFAL MORTH SAYS (EAST ANS FEET) REDUCE SOUTHWESTERLY ALONG THE BANK OF THE FROMEST DICK TO THE ROTTON FROMESTERLY AND OF THE PRODUCE THE PRODU

BEGINNING AT A PORT WHICH IS NOTIFIE BUYES. THE MAD WEST 30-04-56 FEET FROM BIC EAST QUARTER COWNER OF SECTION 28, TOWNSHIP J SOUTH, BANKE 4 6.65T, SAFE LIVES BACK JANG METEROM (BACKS OF SEMBLES SOUTH OWN LIVES BACK JANG BACK

PARCEL 10: (LEASEHOLD)

PARCEL 11: (FEE SMPLE)

STATE DOES FOR THE SECTION OF THE SE

PARCEL 12: (FEE SWPLE)

BEGINNING 19.33 CHAINS EAST AND 9.44 CHAINS SOUTH 0"46" MEST FROM THE MORTHMEST CORNER OF THE SOUTHWEST CHAIRES OF SECTION 27, TOMORISM 3 SOUTH, RAWAL 4 EAST, SALT, LIVER BASE AND MERICARR, AND RAMMING THEREE SOUTH BITS' EAST 14.50 CHAINS, TREVIES SOUTH OVER "MEST 250.000 FEET; THENCE MORTH BITS" MEST 14.50 CHAINS, THENCE MORTH O'ND EAST 28.000 FEET TO THE FORM O'N ECONOMING.

LESS AND EXCEPTING THAT PORTION THAT LIES IN THE BOUNDS OF HOMESTEAD DRIVE, AS DESCRIBED IN DEED BECCORDED IN DOOR 119 AT PAGE 114 OF OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

PARCEL 13: (FEE SWOLE)

PARKEL LIGHT SHRELD 
RESPONDE SOUTH STATE AND LIST HIS ALSO FEET FROM THE MISSION COUNTY SURVEY WOMAND? FOR THE WEST 
ONE-CLUMPED CORNELL STEEDS HERE CORNELL, DWICE, AND LIST SHALL HAVE AND AND MEROW, ARDS OF 
BERNELL LISTS CORNELL STEEDS HERE CORNELL, DWICE, D

LESS AND EXCEPTING ANY PORTION LYING WITHIN MONRAY VILLAGE PILIT. PLAT "A"

PARCEL 13A: (EASEMENT)

THE HOMESTEAD GROUP LLC.

L19-212

2 OF 11

SHEET

HOMESTEAD RESORT PROPERTY

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

WASATCH COUNTY UTAH

DEMEMEN DW BC/NPJ

Summit Engineering Group Inc.

MOOD 14: OTT SMOLES

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PARCEL IS: (EASENEHT)

REPORT AT A FOREST RECORD AND SERVICE AND SERVICE THE SERVICE STATE OF T

PARCEL 16: (EASEWENT)

AN EASEMENT AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1888 AS ENTRY NO. 146006, IN BOOK 201 AT PACE IS OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BECOMMEND AT A POINT MANING UTHAN STATE PLANE COORDINATES, COSTRIAL ZODE, OF TW-2,005,04-1.22 AND TW-7925,04.5, SAID POINT SERVE (CASAED SOUTH 257925" SEET SAIDS RETER FROM INC. COUNTRY OF SCIENT, TOWNSHOP S SOUTH, RANGE & LAST, SAIL TAMA MERGANA, PHONE SOUTH 3971/7" CASS 200.44 FEET, THORSE WORTH APSYLY" CASS 200.44 FEET, THORSE WORTH APSYLY" CASS 200.44 FEET, THORSE WORTH APSYLY" CASS 200.44 FEET, THORSE WORTH APSYLY CASS 200.44 FEET, THORSE 200.44 FEET, THORS

PARCEL 17: (EASEMENT)

AN EASEMENT AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1988 AS ENTRY NO. 146005, IN BOOK 201 AT PAGE 94 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECOMMEND AT A POINT HAMBOR UTHAN STATE PLANE COORDINATES, CONTRAL 20ME, OF 3%-ALOXA, NS. 45 MO 1%-19-015.55, SARP POINT EXPON LOCATED SOUTH 12'01'2" WEST TAKE OF RET FROM THE CONTRO WEST-AUGUSTED COMENTO "SECTION", TO MONINGHO SOUTH, PARWARE 4 FLATS, NELL THAN REPREMAY, PROMISE SOUTH ATTRICTY CLASS 14-84 FEET, THENCE, WORTH MESSESS WEST SARRA RETS, THENCE MORTH 20'24'30" WEST 152-40 FEET; THENCE SOUTH 351-155" CSST JOSAN ESTET TO THE CONTRO OF GENOMERS.

PARCEL I& (FEE SWPLE)

RECOVERS AT A POINT SOUTH ASSO, THE SOUTH 475% LEST TYPE TREE, COURT TYPE CELL THAN DETECT OFFI ATT BLUE TO AND THE THE AND SOUTH WE WENT TYPE THE ATT BLUE THE AND ENGLISHED OFFI ONE STATE SOUTH AND THE AND THE ATT AND THE ATT AND THE ATT AND THE ATT AND AND AND AND AND THE ATT AND THE ATT AND AND THE ATT AND THE ATT AND AND THE ATT AND THE

LESS AND EXCEPTING THERETRON THAT PORTION THAT MAY DEEDED TO SALLY P. BENTON AND OREGORY'S BENTON, TRUSTEES OF THE SALLY P. BENTON, TRUST RECORDED HOVEMER 13, 1991 AS ENTRY NO, 15621, IN BOOK 235, AT PAGE 514 AND TR—RECORDED ON THAT IMPRIVATE TEED RECORDED JAMANY 14, 1992 AS DITTRY NO, 158913 IN BOOK 235, AT PAGE 517 BOOK 0507 AND THE RECORDED AND THE PARTICIAL PROSCREED AS PORTION, 158913 IN BOOK 237, AT PAGE 517, BOOK 0507 AND THE RECORDED AND THE PARTICIAL PROSCREED AS POLICIES.

237, AT 1996, 577, 1001 FG 997103, ACCUSED, AND IS MORE PARTICILARY EXCENSION AN PLACE PROPERTY AND PARTICIPATE AND PARTICIPATE AND PARTICIPATE AND SOUTH STATE (ASS ) AND RETAIN EXCENSION FOR SECTION FOR THE ASS SOUTHEST OFFICE ASS SOUTHEST OFFIC

PARCEL 19: (EASEMENT)

AN EASEMENT AS DESCRIBED IN THAY EASEMENT DEED RECORDED SEPTEMBER 28, 1888 AS ENTRY NO. 146672, IN BOOK

BERNING AT A FOR OF OTHER LANDS, EVEN BERNING AT A PLANE CONTINUENT, CONTINUEN

THE ABOVE LEGAL DESCRIPTION IS ALSO KNOWN AS LOT A AND COMMON AREA, FARM SPRINGS SUBDIVISION, ACCORTO THE OFFICIAL PLATE THEREOF.

LESS AND EXCEPTING THEREFROW THAT PORTION VACATED IN THAT CERTAIN NOTICE OF PARTIAL, VACATION OF EASINGTY RECORDS DAY OR, 2014 AS ENTRY NO. 462450 IN BOOK 1108, AT PAGE 588 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

COMMON TAXONS AND TO A CONTROL AS CONTROL AS

PARCEL 20: (EASOMENT)

AT PACE OF OFFICIAL ROOMS, RIGH MORE PARTICIARY STORMED AS TRUCKED.

ROSMON AT A ROYAL ROOMS, RIGH MARKET STORMED AS TRUCKED ROOMS. SEE PORT HANNED UTIN START FOR COOPERATES, CHIRAL, 2004; OF 1-2004 HANNED AND THE PACE AND THE RESEARCH STORMED AND THE RESEA

PARCEL 21: (FEE SWPLE)

PARCEL 22: (FEE SMPLE AND EASEMENT)

PARCEL 22 A:

PARCEL 22 B

EASEMENTS AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1988, AS ENTRY NO. 145892, IN BOOK 201, AT PAGE 55 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 22 C: EASEMENTS AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1988, AS ENTRY NO. 145892, IN BOOK 201, AT PAGE 55 OF OFFICIAL RECORDS. BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

(FOR USE AS A ROAD)

GROUND AS A ROUND PROFIT OF A FIRST, UNE, MAD FORT HAWNG UTSH STATE FAME COMMANDE, CORTIN, 20% OF X = 
BERNHOL AS A PORT IN A FIRST, UNE, MAD FORT HAWNG UTSH STATE FAME COMMANDE, CORTIN, 20% OF X = 
PPE LAWRING THE LONG — ACCOPTED LOCATION OF THE CORT. CORTIN SERVE SCENOTION 27 AND A TOWNSON 
3 DOWN, MARKE & ACTS, MALL LONE AND AND MERRORS (ADAPT DATE OF LOCATION 23.24 FIRST HORS) AND A TOWNSON 
3 DOWN, ADMIT A STATE AND A TOWNSON A

PARCEL 23: (FEE SMPLE)

THE PROPERTY OF A THREE THE STEEL PLANE CONSTRUCTOR CORRESPONDED FOR THE STEEL PLANE AND THREE PROPERTY OF A THREE PROPERTY OF

PARCEL 24: (EASEMENT)

AN EASDEN! BEING THAT PROPERTY CONTAINED WITHIN THE "HOMESTEAD OUF OLIS INC., EASDEN!" PARCEL SET OUT ON THE OFFICIAL PLAT A 200 AMORBIDE! RECORDED AUGUST 31, 2000, AS FORWARD WITHIN THE CETTURE ASSEMBLY OWNERD THE CONTROL BEING AND OFFICIAL MISSEM. IN CAPATOR AS CONTAINED IN THE CETTURE ASSEMBLY OWNERD THE CONTROL BEING AN OFFICIAL MISSEM. IN FANCE OF THE PRIMESTEAD OUT CLUB INC. A LITH COMPORTATION, RECORDED JUNE 30, 1986 AS ENTRY NO. 14598 IN BOOM 201 AT PARCE AT OF OFFICIAL RECORDS, BONG BECAMPORT AS TALLIDRES.

REPORTED THE WITHIN THE WITHIN THE STATE STATEMENT OF THE WITHIN THE THE

PARCEL 25: (EASEMENT)

AN EASABHT BENG THAT PROPERTY CONTAINED WITHIN THE "HOUSTIEAD COLF CLUB INC, EASEMENT PARCEL SET OUT ON THE OPTIONAL PLAT PRISTS CREEK PLAN PLAT B RECORDED COTIONED 21, 1907 AS DIRRY NO. 197902 AS TO CONTAINED WINNED HAVE GREEK THAT COLF THE ANALYSIS OF THE HOUSTIEGE QUIT CLUB INC., A UTHAT CORPORATION FROM THE TOPOCH RESEX MAD CONTRIBUTED AND THE THAT COLF THE HOUSTIEGE QUIT CLUB INC., A UTHAT CORPORATION, RECORDED LAY, 1968 AS DIRRY AN 1598 OF BOOK 201 AT PARCE 74 OF GROUNT, CRECONDS, SAID RECORDS THE CONTRIBUTED ON SAID EXAMINED AND TELLINES.

PAGE 1 OF OTTOIL RECORDS AND INSTRUME THE PAGE AND LOCATION AS TOLERAN AND LOCATION AS TOLERAN ASSESSMENT AS TOLERAN AS T

ALLS OFFE, THOSE CAST TAKE THE TO THE FORT OF RESPONSE.

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WAST JULY OFFE TO THE TOP SOURCE OFFE TOP SOURCE OFFE

(ABOVE LEGAL DESCRIPTION PROVIDED BY COUNTY ASSESSOR'S RECORDS)

THAT PORTION OF THE ABOVE ASSESSED PARCEL LYING WITHIN THE BOUNDARDES OF THAT CERTAIN WARRANTY DEED RECORDED AUGUST 07, 1980, AS DITTEY NO, 188625, IN BOOK 328, AT PAGE 822 OF GRYGAL RECORDS, BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICIALNY ASSOCIATION OF PROLINGS.

SCHOOL SET ALL MAN ASSOCIATION OF THE STATE IN THE MAN AND ADMINISTRATION OF THE STATE IN THE MAN AND ADMINISTRATION OF THE STATE IN THE

EXCEPTING THEREFROM THE FOLLOWING THE PARCELS:

REGISHING AT A POINT WHICH BEARS SUITH 1483.92 FEET AND EAST 1782.02 FEET FROM THE WEST GUARTER COMMEN OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALE LAKE BASE, AND MERICALIN; BROCK SOUTH SANTYSOT EAST SESO FEET; BROCK SOUTH X375-017 WEST 72.500 FEET; BROCK MORTH SANTYSOT WEST 45.000 FEET; BROCK MORTH 3375-010" EAST 73.50 FEET 10 THE POINT OF BETSINHING.

BECOMMEN AT A POINT WHICH BELOES SOUTH 2253-14 FEET AND EAST 125-0.07 FEET FROM THE WEST GUARTER COPIERS OF SECTION 27, TOWNSHIP 3 SOUTH, PARKE 4 EAST, SAIT LINCE BASE AND MERIOURI, THORSE SOUTH 8672715' EAST 28:00 FEET, HORSE SOUTH 2721-45' WEST 56.00 FEET, THEORE MOTH 6672715' WEST 58.00 FEET, THEORE MOTH 2721745' EAST SOUTH 2721-45' WEST 56.00 FEET, THEORE MOTH 6672715' WEST 58.00 FEET, THEORE MOTH 2721745' EAST SOUTH 2721-45' WEST 56.00 FEET, THEORE MOTH 6672715' WEST 58.00 FEET, THEORE MOTH 2721745' EAST SOUTH 2721-45' WEST 56.00 FEET THEORE MOTH 672715' WEST 58.00 FEET, THEORE MOTH 272145' EAST SOUTH 2721-45' WEST 56.00 FEET THEORE MOTH 67215' WEST 58.00 FEET, THEORE MOTH 272145' EAST SOUTH 2721-45' WEST 56.00 FEET THEORE MOTH 67215' WEST 58.00 FEET, THEORE MOTH 272145' EAST SOUTH 2721-45' WEST 56.00 FEET THEORE MOTH 67215' WEST 58.00 FEET, THEORE MOTH 67215' WEST 58.00 FEET, THEORE MOTH 67215' WEST 56.00 FEET THEORE MOTH 67215' WEST 58.00 FEET, THEORE MOTH 67215' WEST 58.00 FEET,

CONTINED PARCES 25 -

ABOVE TWO PARCELS IS ALSO KNOWN AS THE FIRST HOWESTEAD COUNTRY HOMES, A UTAH CONDOMINUAL PROJECT.

ARROY, THE PARKLES IS ALSO ROOM AS THE THE THE STATE COUNTY HORSE, A VARION CONCORNAN PROBLES.

ALSO, SECREMO AT A PROFIT VARIOUS HISTORY STATE A FACE COORDINARY, COUNTY AND THE PROFIT VARIOUS HISTORY COUNTY AND THE PROFIT VARIOUS HISTORY COUNTY AND THE PROFIT VARIOUS HISTORY COUNTY PROFIT VARIOUS HISTORY

OCETHER WITH A RIGHT OF WAY FOR ROAD PURPOSES DESCRIBED AS FOLLOWS:

REPORTED THE THREE CONTRIBUTIONS AND THE CASE CONTRIBUTED TO THE PLANTAGE AND THE CONTRIBUTED THREE CONTRIBUTED THE PLANTAGE AND THE CONTRIBUTED THREE CONTR

OGETHER WITH A RIGHT OF BMY FOR ROAD PURPOSES DESCRIBED AS FOLLOWS:

TREMEN HA A BOTH OF MY TOR DOD PRIVED SECRED A TRUDON TO THE COMMAND AS THE COMMA

PARCEL 27: (FEE SIMPLE)

RECORD AND THE SHAPELY OF THE MINE HE WORTH COUNTED OF SECTION 34, TOWNSON 3 SOUTH, AFMARE 4 EAST, SECTION OF HER WAS REPORTED THE STATE OF THE STA

THE ABOVE PARCEL LEGAL DESCRIPTION PROVIDED BY COUNTY ASSESSOR'S RECORDS)

THAT PORTION OF THE ABOVE ASSESSED PARCEL LYING WITHIN THE BOUNDARIES OF THAT CORTAIN WARRANTY DEED RECORDED AUGUST 07, 1996, AS ENTRY MD, 188625, W BOOK 328, AT PACE 622 OF OFFICIAL RECORDS, BEING MORE PARTICLARY DESCRIBED AS FOLLOWS:

TOGETHER WITH A RIGHT OF WAY FOR BOAD PURPOSES DESCRIPED AS FOLLOWS

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TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSE DESCRIED AS FOLLOWS:

TREATMENT HIS A ROOT OF MAY FOR ROOF PRIVETY CONTROL A FILLING.

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AND, RECORDED AT A FOOT TRADED IS SET IN IN CHOOSE AND SURFE FOR SET IN X CHOOSE AND SURFE FOR SURFE IN SET IN SET

REGIMENTS AT A POINT WHICH BEARS SOUTH 245329 FEET MAD EAST 1282-03 FEET FROM THE WEST GUARTER OF SECTION 27, TOWNSHE'S 3 SOUTH, RANGE 6 BEST, SAIT LAKE BASE AND MERDAM, THENCE SOUTH 550350° SECTION 27, TOWNSHE'S 3 SOUTH 350350° FEET, THENCE MOTH 360330° WEST BASIO FEET TO THE FORM OF BEGINNING.

RECOMMING AT A POINT WHICH BEARS SQUINE 2375314 FEET AND EAST 1285.07 FEET FROM THE WEST QUARTER CORN OF SECTION 17, TOWNSHIP 3 SQUINE, RANGE 4 EAST, SAIT LAVE BASE AND MERIOANE, THEMSE SQUIN HISTOTY'S TASS ALOR FEET, THEMSE SQUINE 21725 FEET 5 SAID FEET, THEMSE MORTH 4872715" WEST 24.00 FEET, THEMSE MORTH 2172245" EAST 54.00 FEET TO THE POINT OF RECOMMENT.

ABOVE TWO PARCELS IS ALSO KNOWN AS THE FIRST HOWESTEAD COUNTRY HOWES, A UTAH CONDOMHUA PARCEL 28: (EASEMENT)

AN EAST-MET FOR USE AS A QUE COURSE AS DESCRIBED IN BHAT EAST-MET DESCRIBED ARE DO, 1988 AS DITTEY NO. 145894, IN BOOK 201, AT PAGE 51 OF OTTICAL RECORDS, BEING WORE PARTICULARLY DESCRIBED AS FOLLOWS:

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GENEROL AI A FORT IN A TITLES LINE NAME WITH STAR FLANE CONCRINATE, STORTINA TON OF 30-100-878.8.

AND THYSIATER, AND SAN FORM SINE LOCATION STORTING THE STATE OF THE WARRON OF A

CHICA-PACTIFIC LOCATION OF THE CHICA-MINE STORTING THE STATE S

PARCEL 29: (EASEMENT)

AN EASEMENT FOR USE AS A ROAD AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1888 AS ENTRY NO. 145884, IN BOOK 201, AT PAGE 61 OF OFFICIAL RECORDS, BEING NORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIGURE 14 BOX 28, IT MAKE 16 OF STICKL RECORDS INSIN UNIT PRINCIPARY COURSED AS FOLIORS (SECTION 15 OF STICKLES). THE STICKLES AS FOLIORS AS FO

PARCEL 30: (FEE SWPLE)

PRINCE, DE UN SMYLL)

RESHOULD AT IN DICK COMER NAMED UTHE STATE PLANE CONDINATES, CHINAL, ZONE, OF IN-TAGALIZES AND

LONE-ACCEPTED LICEATOR OF THE ONE CAMPIES CHINES RESTRICT STATE OF A TORNIC STATE

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PARCEL 31: (FASEMENT)

AN EASEMENT AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1988 AS ENTRY NO. 145997, IN BOOK 201, AT PAGE 71 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN COTTAGE CREEK P.U.D. PLAT "A", SPECIFED ON RECORDED PLAT AS EXISTING COLF COURSE EASING ME. DESCRIBED AS FOLLOWS:

REMANDE AT A POST HAMBO DIAM STATE PLANE CONDUSTANCE CONTINUE TO BY A PLANE TABLE AND INCLUDED THE CONTINUE AND INCLUDE AND INCLUDED THE CONTINUE AND INCLUDED THE CONTINUE AND INCLUDE AND INCLUDED THE CONTINUE AND INCLUDED THE CONTINUE AND INCLUDE AND INCLUDED THE CONTINUE AND INCLUDED THE CONTINUE AND INCLUDE AN

PARCEL 32: (EASEMENT)

AN EASEMENT FOR GOLF COURSE USE AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1988 AS ENTRY NO. 146001, IN BOOK 201, AT PACE 83 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN CHALETS ON THE CREEK P.U.D., PHASE 18, SPECIFIED ON RECORDED PLAT AS EXISTING GOLF COURSE EASONENT AND ROAD RIGHT OF WAY GOLF COURSE EASONENT, DESCRIBED AS FOLLOWS:

PARCEL 33: (EASEMENT)

AN EASEMENT FOR ROAD USE AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1888 AS ENTRY NO. 146001, IN BOOK 201, AT PAGE 83 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 34: (EASEMENT)

EASEMENT FOR USE AS A GOLF COURSE AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNC 30, 1988 ENTRY NO 145893, IN BOOK 201, AT PAGE 58 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(1983), IN SOX 201, IT FACE 350 O THOM, INCOME, SHE USE, PRINCILLARY TOUGHD AN TIGUIDE.

REGIMEN AT A PORT A PRINCIPLE, SEA OPER THANKE USERS STATE, PARK COMMUNET, CORRESPONDED AND THE STATE OF THE ST

EASEMENT FOR USE AS A ROAD AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1886 ENTRY NO. 145983, IN BOOK 2011, AT PAGE 56 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN BOOK 201, AT PACE 28 OF OFFICIAL RECORDS, REVIEW UNDER PRINCIPATIVE COSCIONED 26 TELLUPION.

AND ESCHMENGE AT PACE COMPOSIT WASHED WASTER PACE COSCIONED 25 TELLUPION.

AND THE TASS DECLUPION OFFICIAL RECORDS OF THE TASS OFFICIAL RECORDS OFFICE AT THE TASS OFFI THE

EASEMENT FOR USE AS A GOLF COURSE AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1886 ENTRY NO 145885, IN BOOK 201, AT PACE 64 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLIOUS:

FISHER, IN SOX 289, AT PACE 44 OF GROUN EXCORNE, DONE UNDE PARTICLARY COSSISSED AS FOLLOWS.

RESIDENCE ALL A PRIMARIO LIVEN SILES PACK COORNELLY, CORNELLY, CORNELLY,

LESS AND EXCEPTING THEREFROM ANY PORTION LYING OUTSIDE THE "COUL COURSE OPEN SPACE PARKELS" AS THEY APPEAR WITHIN THE LIMIS AT THE HOMESTEAD PLILD., PLAT "8" RECORDED AUGUST 2, 2007, AS DITRY NO. 324053 PARCEL 37: (EASEMENT)

THOSE WE NOW 251, IT PAGE 45 OF THOSE MODES, ESSEN USE PARTICULARY COSSISSED AS FOLLOWS

FERROWS AS A PARTI HAND USE HIS ESSEN PAGE OF THOSE AS TO THOSE AS THOSE OF THOSE OF

PARCEL 38: (EASEMENT)

WE NOW AS, AT FIRST, 46 OF OFFICIAL RECORDS, DESCRIPTION PROFINED, ANY DESCRIPTION AT FOLIAGE.

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PARCEL 30: (EASEMENT)

AN EASEMENT AS DISCLOSED IN THAT CERTAIN PERPETUAL EASEMENT AND EQUITABLE SERVITUSE AGREEMENT RECORDED JUNE 15, 2001 EXTRY NO. 234216, IN BOOK 507, AT PAGE 793 OF OFFICIAL RECORDS, SIGNS MORE PARTICULARLY DESCRIPTION OF THE PROPERTY OF TH

PARCEL 40: (EASEMENT)

AN EASEMENT AS DISCLOSED BY THAT CERTAIN EASEMENT DEED RECORDED JUNE 30, 1888 ENTRY NO. 148003, IN BOOK 201, AT PAGE 80 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIRENCE AT A POINT IN A FUNCE LISE MANNEY LIVE STORT PLACE COMMUNICATION AND THE ATTEMPT OF 1-2,005,684.00

AND THE STANDARD, MAD POINT DESIR LOCATION ROTH REFORE THE SHALL SHALL

PARCEL 41: (FEE SWPLE)

PARKEL HE TERMEN)

REGIONES SOUTH TOTAL TEST AND SOUTH BYSTO'S LIST THILD THE THICK THE WEST COUNTER COMES OF SCHOOL TY, TOWNESS I SOUTH A REME & LEAT, MAIL LIVE BLUE, MAN WERKHEN, THOSE KNOWN HE THOSE FOR THE THICK THE THICK

(THE ABOVE PARCEL LEGAL DESCRIPTION PROVIDED BY COUNTY ASSESSOR'S RECORDS)

THAT PORTION OF THE ABOVE ASSESSED PARCOL LYING WITHIN THE BOUNDARRES OF THAT CERTAIN WARRANTY DEED RECORDED AUGUST 07, 1996, AS ENTITY NO. 188625, IN BOOK 328, AT PAGE 422 OF OFFICIAL RECORDS, BEING MORE

CONTINUED ON SHEET 4.

L19-212 THE HOMESTEAD GROUP LLC. SEET PROJECT 3 OF 11 HOMESTEAD RESORT PROPERTY

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

ISSUE DATE WASATCH COUNTY, UTAH

REVIEWED BY: BC/MPJ

Summit Engineering Group Inc. IS WEST CENTER - P.O BOX 176 HERRI CITY, UTAH 84032 P. 435-454-6128 - F. 435-654-6

cormout care

#### CONTINUED PARCEL 41 -

COMMISSION OF THE CONTROL THE STATE OF A CONTROLLES CONTROL TO THE CONTROL THE

#### TRESTINED WITH A DIGHT OF WAY FOR DOAD PURPOSES DESCRIPTION AS FOLLOWS

DICENSE RIFF A BOTT OF MAY TON HOUSE DECEMBER. TON THE TON A SECTION AND THE TON A SECTI

#### TOOFTHER WITH A DIGHT OF WAY FOR BOAD PURPOSE DESCRIPED AS EQUIONS

DECRETE HE HARDES OF HE HARDES LIVE, AND POPET HAVING LIVE LISTER PLANE CODERMATS, COMEN, 2004 OF HALDOS AGE, OF HE VANDAS AGE, AND HARDES LIVE AGE OF HE HALDOS AGE, OF HE VANDAS AGE, AND HARDES LIVE AGE OF HE HARDES LIVE AGE OF HARDES LIV

See TELLY DIE ET DOUT OF ROMENIE.

ALLO, ECCEMBER J. TO NOT MODIT DE L'EL TELLY DUISSE AND SOUTH PLUT MEST IN X OUMER AND DIEST INTERFERENCE CORRECT OF THE SESSIONEST COUNTRIE OF SECRION 37, DOUSSEM SE SOUSE, MARKE 4 EAST, SELL LIMES AND AND ANDREWS SON DIEST AND SERVE ON SECRIONEST AND THE OF THE FORWARD AND THE OFFICE AND THE OFFICE

#### EWEDDING THEOGRAPH THE POLLOWING TWO PARCELS.

Beginning at a point woch Bears South 245392 feet and east 1282,03 feet from the west quarter coiner of section 77, Tohnsper 3 south, range 4 east, saft lang bass, and medicare, themes south souts of east 880 of feet), themes south 33540° feet 73.50 feet), themes morth 305350° west 85.00 feet, themes morth 335510° (art 73.50 feet to the point of becamble.

BECONNIC AT A POINT WHICH BEARS SOUTH 2575-14 FRET AND EAST 1285-07 FRET FROM THE WEST CHARTER CONNIC OF SCICIOS 17, TOWNSON 3 SOUTH, RAWGE 4 5455, SHET LANG BACK AND MERICANY. TRENCS SOUTH 69727/5" EAST 340-07 FEET, THENCE, SOUTH 21127-45" WEST 54.00 FRET; THENCE HORTH 69727/15" WEST 24.00 FRET; THENCE HORTH 21127-65" CAST MOD FRET TO THE FORM OF EXCHANGE.

WHICH ARE ORDER UNIT \$\, \text{ORTINO BYTHE THE PROPERTY OF TH

TRESTER WITH THE PRIVILENGE HERVISON HIGHEST IN SUID PRIMESTS COMMON MESS, EASTWORTS, MY OPEN SPACE LIKER, WEIGH, ALL STANSHOOD IN AND ADMINISTRATION OF SUID STORE OF SUINCY WAS ALLOWED FOR PRIMESC ALL STANSHOOD BOTH IN THE MADRITURE OF SUID LINGUISDE WITHOUT AND IN THE COMPOSITION OF THE COMMON MESS AND FACILITIES TO WHICH SAID WITHOUT STANSHOOD WITHOUT AND AN THE COMPOSITION OF THE COMMON MESS AND FACILITIES TO WHICH SAID WITHOUT STANSHOOD WITHOUT STANSHOOD AND ADMINISTRATION.

THE MAN THE STATE OF THE STATE

TOGETHER WITH THE APPLIEDANT LIGHTNESS THE SAID PROJECT'S COMINON AREAS, EASEMONTS AND OPEN SPACE LEAST AREAS, AS ESTABLISHED IN SAID CONCOMENSIA RECLANATION AND SAID RECORD OF SAFARY MAPS, ALLIGHMENT OFF PERSOIC ALTERNATION BOTH IN THE MANIFACT, OF SAFA THE ADMINISTRATION AND SAID RECORD OF SAFARY MAPS, OF THE COMMON MEATS AND FACILITIES IN BINESS AND PROJECT RELATES.

## PARCEL 44: (FEE SMPLE)

L19-212

4 OF 11

DEET

RESHARD SUTH MEY'NE LEST 200.75 FEET FROM THE HORDINGST CONNERS OF SECTION 34, TOWNSHOP 3 SOUTH, ROUGE 4 SELTS SACT LIVER SEAR, NO MERCHANE, RESHARD RESULTS SOUTH METALTS SELTS TELEPHORETEE, BROCK SOUTH OWNERS "AND THE TIMES CONTROL METALTS SELTS SACTIONS THE SHOOK 2001 HORSING SELTS SOUTH OWNERS SACTION SELTS SACTION SECTION SELTS SACTION SECTION SECTI

(THE ABOVE PARCEL LEGAL DESCRIPTION PROVIDED BY COUNTY ASSESSOR'S RECORDS)

PROJECT

THAT PORTION OF THE ABOVE ASSESSED PARCE, LYMC WITHIN THE DISTRIBUTES OF THAT COSTAIN MARRANTY DEED RECORDED AMOUNT OF, 1984, AS ENTRY NO. 188625, IN BOOK 328, AT PAGE 622 OF OFFICIAL RECORDE, REING MORE PARTICULARLY EXPRESSED AS FOLICIA.

PARTOLLARY OSCINIENT ON TRAINER THAN COOPMANTS, CONTINUENCE, OF 3-1, 003,004.00 MP. 
TO 7-37,1154, 540 FORT SIGN COASTILLARY OF 7-37,272 MP. 27,373 MP. 27,373 MP. 27,374 MP. 27

THE HOMESTEAD GROUP LLC.

HOMESTEAD RESORT PROPERTY

CONTINUED ON NEXT COLUMN.

#### CONTINED PARCEL 44 -

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GEORGIA II A ROMA DE VIDE STATE FLARE COMMONISTE, CONDU, DOS CO 1-1,004,003.4 MO.

GEORGIA II A ROMA STATE CHARLES COMMONISTE, CONDU, DOS CO 1-1,004,003.4 MO.

CONTROL DUCTION OF THE CHARLES CONDUCTION OF THE C

#### TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSE DESCRIBED AS FOLLOWS:

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REGIONAL AT A FORE IT AS FORE TO HOR THAN ON THAT ARE PLANT COOTOMATS, COPINE, 2004 OF

\$1.000,MARCH AND \$1.000,MARCH AND \$1.000 OF HORSE LOCATED SOUTH #872 OF MCS 180.27 FEET INDIA MCS.

\$2.000,MARCH AND \$1.000,MARCH AND \$1.000 OF HORSE LOCATED SOUTH #872 OF MCS 180.27 FEET INDIA MCS.

THE MANUTO COUNTY SERVICION OF HORSE LOCATED SOUTH #872 OF MCS 180.000 O

#### EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

RECOMMEND AT A POINT MINOR MEANS SOUTH 2453.52 TRET AND LAST 1282.65 FEET FROM THE WEST GUARTER COMMEN OF SECTION 27, TOMPHOW 5 SOUTH, RAWCE 4 EAST, SALT LANE BASE, AND MERIOUM-THORSE SOUTH SOUTH'S FACTOR SOUT FEET, THENCE SOUTH ASSENTIAL THE TOTAL PARTY OF SECRETARY SALTISSO" WEST BASE OF FEET, THENCE MORTH ASSENTIAL TASK FEET TO THE POINT OF SECRETARY.

REGINNING AT A POINT MICH REARS SOUTH 25/53.14 FEET AND EAST 1295.07 FEET FROM THE WEST GUARTER COR OF SECTION 27, TOWNSHE'S 3 SOUTH, PANCE 4 EAST, SALT LAKE BAKE AND MERIONN; THOME SOUTH 68/27/5° EA 27/27/5° EAST MICH SELT TO THE FORM OF BEIGNING MORTH 68/27/15" WEST 26/00 FEET, THEMES MORT 27/27/65° EAST MICH SELT TO THE FORM OF BEIGNING.

ARRIVE THE PARCELS IS ALSO KNOWN AS THE FIRST HOWESTEAD COUNTRY HOMES A LITAH CONDIGIONIN PROJECT

#### PARCEL 45: (FEE SMPLE)

BECONNIC SOUTH 674014" EAST 2124.50 FEET AND SOUTH 0732" WEST 574.102 FEET FROM INC MORPHEST CORNER
OF SECTION 34, TOWNSOW 3 50070, BANKE 4 5.615, SEET LANE BUES, MO MERDINAL TROUGH SOUTH 0742" WEST
CAUGH SEET, TROUGH STOPPI'S CONTEXT, FEET, TOWNSOW RORNED GOOD CAT SILL ARE THE TOWNSOW FOR THE TOWN FOR THE TOWN OF TH

(THE ABOVE PARCEL LEGAL DESCRIPTION PROVIDED BY COUNTY ASSESSOR'S RECORDS)

THAT PORTION OF THE ABOVE ASSESSED PARCEL LYING WITHIN THE BOUNDARES OF THAT CERTAIN WARRANTY DEED RECORDED MUNIST OF, 1999, AS ENTERY NO. 188625, IN BOOK 328, AT PAGE 622 OF GFTCMA, RECORDS, BEING MORE PARTICULARLY, DESCRIEGE AS FOLLOWS:

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### TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSES DESCRIBED AS FOLLOWS:

## TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSE DESCRIBED AS FOLLOWS:

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RECIONNESS AS A PORT OF MAY FOR ROOT PAPPOSE EXCERNED AS FOLLOWS.

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CONTINUED ON NEXT COLUMN.

BECONNICE AT A POINT MICH BEAMS SOUTH 2-53.92 FRET AND EAST 1892.03 FRET FROM THE WEST CUARTER COMMEN OF SECTION 27, TOWNSEP 3 SOUTH, BANKE 4 EAST, SALT LANE BACK AND MERIOUM; THERICS SOUTH SENDING FAST BACK FILLS, THERICE SOUTH JUSTIC'S WEST 73.06 FRET, THERICE HOTHE SENDING WEST GLOS FRET, THERICE HOTHE 33°SET OF LIST 73.06 FRET TO THE POINT OF BECOMMENT.

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PARCEL 46: (FEE SWPLE)

REGISSION AT FIGUR COMPRES HAWS VITE STATE FLAG COMPONENTS, CITTING JOBS, C. F. >20033348 MOST COMPONENTS OF THE COMPONENTS OF THE COMPONENTS OF THE THE COMPONENTS OF THE CO

#### PARCEL 47: (FEE SWPLE)

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#### TOGETHER WITH THAT PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DOCUMENT AND THE OWNER OF THE OWNER OWNER

THAT PORTION OF THE ABOVE ASSESSED PARCEL LYING WITHIN THE DILINDANES OF THAT CERTAIN WARRANTY DEED RECORDED AUGUST 07, 1886, AS EXTRY NO. 188628, IN BOOK 328, AT PACE 626 OF GETGUAL RECORDS, DEING MORE PARTICULARLY PROTSERED AS EXPLOYED.

PARTICIALARY DECORRED AS FOLIONES RECEMBER AT A PORTIFICATION THAN DAVING LEGAT OF THE HORIMAGES COPINES OF METION JA., TORNORP 3 SOLITIN, RANCE, LEGS, SALL LUCE BLEE AND METIOLINE, SALD POINT ERROR ON THE LASTICAL VILLE OF UTTAN HORIMAY 224; POINCE, REMINION ALTHOU THE ROMERICAL VILLE ON DESCRIBE LEGAT LAST SOLIVING. THOSE CONTINUES AT HER SALD BLOWNER, THOSE MOTHER LIBES DAVING, THOSE WEST 4.75 CHAINE, MOTE ON LESS 1 TO THE LASTICAL VILLE. OF SAN HORIMAY, THOSE MOTHER LIBES OF LICENSE VILLE SALD CHAINED THE PORTIFIC THE COMPANIE.

#### PARCEL AR (FASEMENT)

PARCEL AR (FASEMENT)

AN EASEMENT AS DISCLOSED BY THAT CERTAIN AGREEMENT RECORDED AUGUST 02, 1984 ENTRY NO. 174314, IN BOOK 282. AT PAGE 570 OF OFFICIAL RECORDS, BOING MORE PARTICILLARLY DESCRIBED AS FOLLOWS:

A 6 FOOT WIDE STRP ADJACENT TO THE SOUTH SIDE OF WOLNTAIN SPRINGS DRIVE FROM EIGSTING #13 CART PATH TO PINE CANNON DRIVE, THAT PORTION OF EAGULDIT IS ALSO LOCATED IN COTTAGE CREEK PULD. PLAT "A" SUBJOUNCING, WHICH IS ALSO LOCATED IN SECTION 3A. TOWNSHIP 3 SOUTH, RANGE & FAST, SALT LIME BLEEK AND MERCHAN.

THESE, THE MOST, 201, AT PACE IT OF OPTICAL RECORDS, DESIRED WERE PROTECULARLY SECURIORS AS TRAINED.

STREET, MAY CORRESANCE, CORRESANCE, DAY OF THE PACE OF THE P

### PARCEL SO: (FEE SIMPLE)

BECOMMON ORDIT 34.13 FEET MOD MIST 44.26 FEET FROM THE SOUTH QUANTIER CORNER OF SECTION 22, TOWNSH'S 3 SOUTH, AMERIC 4 LOST, SULT LINE BASK AND WINDOWN, THEMES SOUTH BOTTOM WEST 132.20 FEET, THOSEN KORNER THOS JEET, BENNE WORTH 332774 "REST 35.04 FEET, THOSEN GONTHO TOTAM SEA 32.307 FEET, THOSEN KORNER HENDING THAT 184.25 FEET, THOSEN MORTH GRESS 35.51 ATT 181.7 FEET, THOSEN SOUTH ADVISE LIST AND FEET, THOSEN SOUTH ADVISE MIST ALSO FEET TO THE PORT OF SECONDARY.

(THE ABOVE PARCEL LEGAL DESCRIPTION PROVIDED BY COUNTY ASSESSOR'S RECORDS)

THAT PORTION OF THE ABOVE ASSESSED PARCEL LYNC WITHIN THE BOUNDARIES OF THAT CERTAIN WARRANTY DEED RECORDED AUXUST OF, 1996, AS ENTRY NO. 188625, IN BOOK 328, AT PACE 622 OF OFFICIAL RECORDS, BEING MORE AURITURA BY NOTIFICIAL PROCESSES.

RECORDS AUGUST 67, 1869, AS CHIEF HAS TREED, IN SOOK TIES, AS FANCE SET OF OFFICIAL RECORDS, EDGE HAVE PROBLEMANT EXCENSION OF FELLOWS.

RECORDS AND ASSOCIATION OF THE TOPIC CONTINUES. CO

### TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSES DESCRIBED AS FOLLOWS:

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## TOGETHER WITH A RIGHT OF WAY FOR ROAD PURPOSE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MA A PERICE LIVE, SAMP POINT HAWARD UTILET STARE PLANE COORDINATES, CONTRACT, CONTRAC

#### CONTINUED PARCEL 50 -

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THE THIN WE WINDOWS THE THIN T

#### EXCEPTING THEREFRON THE FOLLOWING TWO PARCELS:

EXEMPLE AT A POUT WICH SEASO SOUTH 263-10? TEST HON EAST 120-00 TEST FROM THE MEST AUARTIC COMMO OF SECTION 27, THOMSEN 3 SOUTH, NUMEC & LAST 3, SALT LAKE BACK AND AUGRAUM, THOMSE COUNTY SEATON COMMO SEASON SEET, THOMS SOUTH 3,354\*(OF MEST 7,350 FEET; THOMSE MORTH 50/03/50" MEST 85.00 FEET; THOMSE MORTH 3,354\*(OF SEAT) TADO FEET TO THE OPENIOR OF POUT OF BEGINNING.

BECHANNE AT A POINT WHICH BEARS SOUTH 2575.14 FEET MID EAST 1285.07 FEET FROM THE WEST GUARTER CORNE OF SECTION 27, TOWNSHIP 3 SOUTH, RAMKE & EAST, SAT, LANE BASE AND MERIDAN; THOUS SOUTH 687715" EAST 2000 FEET; THENCE SOUTH 2125'65" REST 56.00 FEET; THENCE MORTH 6872715" WEST 26.00 FEET; THENCE MORTH 2132'45" EAST 56.00 FEET TO THE POINT OF BECOMING.

AN EASONENT AS DESCRIBED IN THAT EASONENT DEED RECORDED SEPTEMBER 20, 1981 AS ENTRY NO. 157430, IN BOOK 233, AT PAGE 460 OF DIFFICIAL RECORDS, BOIND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A SIRP OF LAND 50 FEET WIDE INMEDIATELY ADJACENT TO AND CONTIQUOUS WITH THE NORTHEASTERLY SIDE LINE OF FAMINATY TO OF THE HOMESTEAD COLF COURSE, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIGURE 21 A FORT OF THE POTTFACTURE OF AN ENGINE OUT COURSE CASHINET, MAD FORT SHE BEGINNED 21 A FORT OF THE POTTFACTURE OF AN ENGINE PROCESS OF THE POTTFACTURE OF

#### PARCEL 52:

THIS PARCEL HAS BEEN INTENTIONALLY DELETED.

#### PARCEL 53: (EASEMENT)

AN EASONENT AS DESCRIBED IN THAT PERPETUAL EASEMENT AND EQUITABLE SERVITURE ACREEMENT RECORDED MAY 4, 2007 AS ENTRY NO. 319764, IN BOOK 936, AT PAGE 988 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED.

AS TRAILORS CONTROL FOR THE MAN WELL STANDARD FOR THOM NOW ANAMADA, OR STORMAN CONTROL FOR THE CONCENTRATION OF THE STANDARD FOR THOM NOW ANAMADA CONTROL FOR THE CONCENTRATION OF THE STANDARD FOR THE CONCENTRATION OF THE STANDARD FOR THE CONCENTRATION OF THE CONTROL FOR A LONGER STANDARD FOR THE CONTROL FOR A LONGER STANDARD FOR THE CONTROL FOR A LONGER STANDARD FOR THE CONTROL F

#### PARCEL 54: (EASEMENT)

FIGURES CONTROL IN A FORT IN A FORCE, CORNER IN THE LASTING MODITOR—MY FORCE LIKE OF STATE ROOD 234 FOR THE LASTING MODITOR—MY FORCE LIKE OF STATE ROOD 234 FOR THE LAST OF THE ROOM THE ROOM CLASTING MADE IN THE ROOM THE ROOM CHARLES AND THE

### PARCEL 55: (EASEWENT)

AN EASOMENT AS DESCRIBED IN THAT PERPETUAL EASEMENT AND EQUITABLE SERVITURE AGREEMENT RECORDED DECISIONER 29, 2006 ASE ENTRY NO. JUSTIES, IN BOOK SIIS, AT PAGE 506 OF DYTICIAL RECORDS, BEING WORE PARTICULARS, DESCRIBED AS FOLLOWS:

COMMENCE ASSUMED AS TOLLINGS.

GENERAL CASE LOSS TOLLINGS THE ASSUME HAVE RECT FORM A BRASE CASE ASSUMED FOR THE RECT CASE ASSUMED FOR THE ASS

## PARCEL 56:

## PARCEL 57: (EASEWENT)

AN EASEMENT AS DESCRIBED IN THAT AGREEMENT RECORDED JUNE 2, 2010, AS ENTRY NO. 359786, IN BOOK 1015, AT PAGE 1183 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PAGE 118.0 O GYOLAR RECORDS, 1800 BOOK PARTOLLARY SECRETOR JO FOLIORES.

GENERALO SI A PORTO DE SOUTH CONTESS CENT AND PETE TO THE REP MARRIES THE LONG-ACCOPTED LICEATION OF THE SOUTH ONE CONTESS CENTESS CE PARCEL SA: (EASEMENT)

Remove AT A MANUEL WHO IS LOST 100.88 FEET AND SELIN 703.98 FEET FROM THE FOUND SPACES MOMENT FOR THE SUMMERST CONSIGN OF SECTION 27, THORNING 3 SURFIL ANNEX 4 FLAST, SATE LUME SHAE. AND MORNING THOSE MONTH AFFORD THE LUTSOF FEET. THOSE HAND FOR TOWN TO SHAM FEET. THOSE SHAPE THE LUTS FEET THOSE LUTS FEET THOSE SHAPE THE LUTS FEET THOSE SHAPE THE SHAPE THE LUTS FEET. THOSE SHAPE THE LUTS FEET THOSE SHAPE THE LUTS FEET THOSE SHAPE THE LUTS FEET. THOSE SHAPE THE LUTS FEET THOSE SHAPE SHAPE THE LUTS FEET THOSE SHAPE SHAPE THE LUTS FEET THOSE SHAPE SHAPE SHAPE THE LUTS FEET THOSE SHAPE SHAPE THE LUTS FEET THOSE SHAPE SHAPE SHAPE THE LUTS FEET THOSE SHAPE SHAPE SHAPE SHAPE FEET THOSE SHAPE SHAPE

#### PARCEL 50: (EASEMENT)

THEE (2) LICENSHIE AS DISCHRED IN THAT CORRECTION— LICENSHIET AND RIGHTS—OF—MAY DEED RECORDED COTERS, 4 1909 AS DIFFER IN LISSON IN BOOK 222 AT PAGE, 410 OF STRUCK RECORDS, CORRECTION ELECTRICATE AND ADDRESS OF THE PAGE AD

#### (EASEMENT 2: FOR USE AS A ROAD)

REMINIS AT A POST MANU CITE THAT CONTROLS, COTTAL, COTTAL TOTAL OF STATE ADMINISTRATION OF THE CONTROLS OF THE CONTROLS OF THE CONTROLS OF THE CONTROL OF TH

#### (EASEMENT 3: FOR USE AS A ROAD)

UNIT 3 AND GARAGE UNIT 3, CONTAINED WITHIN THE FIRST HOWESTEAD COUNTRY HOWES PLANNED UNIT DEVELOPMENT AS SAID LOT IS DENTIFIED IN THE PLAT RECORDED IN WASATON COUNTRY, UTAH ON NAMOU 11, 1925, AS ENTRY NO. 159669, IN 600X 239, AF PAGE 722 OF GYDDLA, RECORDS.

Together with an equal undivided and non-exclusive right and easement of use and enjoyment in and to the common area described and as provided for in said flat,

TOGETHER WITH AN EXCLUSIVE EASEMENT TO USE AND BHADY THAT CERTAIN EXTERIOR PARKING AREA NO. 3, WHICH IS INCLUDED IN THE OPEN SPACE AREA AND SHOWN ON THE RECORD OF SURVEY MAP,

ACCURATE ON THE OTHER SYSTEM AND SHOWN ON THE RECORD OF SURVEY MAY.

ACCURATE AND THE PROOF TO THE WAY CONTINUE ACCURATE ACCURATE AND THE RECORD OF SURVEY MAY.

OTHER SPACE LINES WERE JOST WORLDS AND LINES, ALL SECURIORS AND SET FOR THE RECORD

OTHER SPACE LINES WERE JOST WORLDS AND LINES, ALL SECURIORS AND SET FOR THE RECORD

THE STATE THAN THE PROOF AND THE STATE ACCURATE OF THE RECORD OF THE STATE AND THE STATE ACCURATE ACCURATE

#### PARCEL 60: (EASEMENT)

THREE (3) EASEMENTS AS DESCRIBED IN THAT EASEMENT DEED RECORDED JUNE 30, 1988, AS ENTRY NO. 148004, IN BOOK 201, AT PAGE 31 OF OFFICIAL RECORDS, BEING WORE PARTICLEARLY DESCRIBED AS FOLLOWS:

(EASEMENT 1: FOR USE AS A GOLF COURSE) COMMON IT FOR CAS A GAIN COMMON TO CONTROL CORRECT COR

(EASEMENT 2: FOR USE AS A COLF COURSE) (COMMON IN TO THE AS A GOO LOWES)

REMINDED AT A THE COMMEN NAME WITH STATE PLANE CONDINATES, CONTIAL 2004, OF 10 - 2,000,3,3,3,44 M/O

TO MACHINE SHEED COMMEN NAME WITH STATE PLANE CONDINATES, CONTIAL 2004, OF 10 - 2,000,3,3,3,44 M/O

TO MACHINE SHEED COMMEN NAME WITH STATE PLANE SHEED COMMEN NAME OF SHEED COMMEN NAME WITH STATE PLANE SHEED COMMEN NAME OF SHEED COMMEN NAME WITH SHEED COMMEN NAME WITH STATE PLANE SHEED COMMEN NAME WITH SHEED COMMENTS WITH SHEED WITH SHEED COMMEN SHEED COMMENTS WITH SHEED WITH SHEED WITH SHEED COMMENTS WITH S

#### (EASEMENT 3: FOR USE AS A ROAD)

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RECORDED AT A FORCE OF THE RESTRICT ROTI-OF-MAY FORCE LIKE OF PIRE CHAPOR ROLE, SAD PORT HAVING UITE

STATE FLAR COOPERATE, CONTINUE 2007 OF 12-20,003,704 MIO 17-782,23372, MIO 380, PORT BERROLE CHAPOR

STATE FLAR COOPERATE, CONTINUE 2007 OF 12-20,003,704 MIO 17-782,23372, MIO 380, PORT BERROLE CHAPOR FLAR CONTINUE 2007 OF STATE OF 12-20, MIO 380, MI

THROUGH A CENTRAL ANGLE OF 83'48'11" (CHORD BEARS SOUTH 57'48'53"

### PARCEL 61:

THIS PARCEL HAS BEEN INTENTIONALLY DELETED.

PARCEL 62: (EASEMENT)

AN EASEMENT AS DESCRIBED IN THAT EASEMENT AGREEMENT RECORDED SEPTEMBER 7, 2004, AS ENTRY NO. 275028, IN BOOK 711, AT PAGE 805 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TURNEERRY PUD, PLAT A, LOTS 1-8, 15-16
GOLF COURSE OPEN SPACE, TURNEERRY PUD PLAT A
TURNEERRY PUD, PLAT B, AMENDED, LOTS 9-14, 17-25

PARCEL 63:

THIS PARCEL HAS BEEN INTENTIONALLY DELETED

WASATCH COUNTY LITAH

KMB

Summit Engineering Group Inc. Simplified . Civil . Surveying 10/10/2019

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

ACCESS POINT IS EAST 29LOA FRET AND SOUTH 572-56 FEET FROM THE FOUND BRASS MOMIMENT FOR THE SULTHWEST CORNER OF SECTION 27, TORRISHE 3 SOUTH, RANGE 4 EAST, SAIT LAKE BASE AND MERIONI. SAID POINT ENERGY ACKING THE NORTHERN PROPERTY OF THE LINES AT THE MEMORISHED 7-JULY AND THE CONTENSINE OF FARMANY

#### PARCEL 65: (FEE SMPLE)

THE SECOND PROPERTY AND A PROCESS OF THE SECOND PROPERTY OF THE SECOND PROCESS OF THE SE

#### PARCEL 66: (EASEMENT)

#### PARCEL 67:

THIS PARCEL HAS BEEN INTENTIONALLY DELETED.

#### PARCEL SE: (EASEMENT)

AN EASEMENT AS DESCRIBED IN THAT DOLF EASEMENT RECORDED MARCH 20, 2019 AS ENTRY NO. 461675, IN BOOK 1247, AT PAGE 243 OF OFFICIAL RECORDS, GEING MORE PARTICILARLY DESCRIBED AS FOLLOWS: ECONOMIC AT A POUT MONTH SEAD, TREE AND EAST 47.32 FEST FROM THE EAST QUARTER CONNERS OF SECTION 28.
TORNINGH 3 SOUTH, RANCE 4 EAST, NEL LANE RASK AND MERDIAN, AND REMIRION BROKE SOUTH BESTS 4" THE TABLE SOUTH SEAT 4" THE SEAT 12.00 FEET, THEREOE SOUTH 25754" EAST 11.70 FEET, THEREOE SOUTH 25752" EAST 11.70 FEET, THEREOE EAST 11.70 FEET,

#### PARCEL 69: (LICENSE)

A UCHICE ES DESCRIBES IN THAT OLD COURSE LUCINIS AGRETION! AND LEAST OF INITITIES SHARES, RECORDED DECISION OL, 1989 AS DUTTY INC. 147507, IN BOOK 255, AT FACE 120 OF OFFICIAL RECORDS, AND AS AMORDED IN BOOK ARCELLAND AND AS AMORDED IN THE ANALYSIS AND AS AMORDED IN THE ANALYSIS AND ASSAULT OF THE ASSA

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LEST TA A POINT ON THE READOR OF COTTAGES ON THE CORNEL OF THE CO

TITLE COMMITMENT SCHEDULE B-2 EXCEPTIONS TITLE COMMITMENT WAS ISSUED BY FIRST AMERICAN TITLE INSURANCE AGENCY, LLC, ON FEBRUARY 13, 2019 AS COMMITMENT NO. 041-5948315.

#### LANGERS CORRESPONDS TO ITEM HUMBER ON TITLE COMMITMENT UNDER SCHEDULE 8-2 EXCEPTION

- A POLE LINE EASEMENT WHEREIN NEPH N. PROBST AND ELIZA B. PROBST CORNEY TO UTAH POWER & LICHT

- ROY OF NAY EASTERNIT, DAILD INCREMENT (2, 105), IN FAMOS OF WORE 4 SOMETHER, DARW E. SOMETHER, THE PROPERTY OF A PROPERTY DAY OF SOME 5 OF A PROPERTY DAY OF A P
- NOTE: THE ABOVE EASEMENT PURPORTS TO AFFECT THE SUBJECT PROPERTY, BUT THE EXACT LOCATION CANNOT BE DETERMINED BECAUSE OF A BLANKET OR INCOMPLETE LEGAL DESCRIPTION. (SHOWN ON SHEET 7 DESPITE INCOMPLETE TO PERSONNING!)
- A ROST-OF-INV EXEMENT FOR WITE NOISE PRE LINE WEIGH JERMAN SERVICE AND ELONING SERVICE CHIEFY TO MERKEY TON A ROST-OF-OF-WAY AND EXEMENT FOR THE PRIVACE OF DUCKING A ROST-OF-OF-WAY AND LLA, MARKING CHIEF, MARKEY OF STRUCK AT PROTECTION AND SERVICE OF STRUCK AND SE

- CONTROL OF THE PARTY OF THE PAR
- CHART OF EASTMENT WINDERS F, WHITMEN WE MATTHAN B. WHITMANS CONNEY TO MOTHAY SANITATION USHING'S ASSESSMENT A SEWE ME EASTMENT FORWARD WITH MOTH, AND APPLIETMENCE TRETTE, DATED MOVIMERS NO. 1967, RECORDED MONIMERS 21, 1967, BOOK BQ, PAGE S, ENTRY MQ, SOTH OF OFFICIAL RECORDS, (SHOWN ON SHEET 9).
- CRANT OF EASTADIST MISSION ROUND IN THIRD MAD PATRICLA L. THIRD CONNEY TO MIDWY SANTANDO INSTRUCT A SERVE LINE EXCENSION TOOCHES MIN ROUTS AND APPRENDANCES THEFEE DO ANTO MANDA 1964, RECORDED MARCH 28, 1968, 800K St., PAGE 261, ENTRY NO. 91186 OF OFFICIAL RECORDS. (SHOWN OF SASET 81
- AN INDIVIDUE WHEREN KILE R. PROBST AND PALLA PROBST, KEINETH O. KOHLER AND CARNEN KOHLER, ALMA E. CHO AND VERA AND GYO, SUCCESSORS IN INTERST TO KEINETH O. KOHLER AND WEF, CLAREY A COLAMON BOUNDARY AND FENCE LIFE, OATED ANDROI 10, 1872, RECORDED MARCH 13, 1872, BOOK 78, PAGE 278, EMBRY NO. MISSO OF OFFICIAL RECORDS. (SHOWN ON SHEET 10)
- A DOMESTIC STREAM OF MATER FROM THE WEST BENCH DITCH OF THE MOTHAY RINGATION COMPANY, AND A RIGHT-F--WAY ONE ROD WISE OWER THE SOUTH SIZE OF THE SAME FOR RAY GESTSON AND HIS CHANTES, AS DESCRIBED THAT CENTRAL MANNEY DEED DATED, BUE T, 1978, AND RECORDED JULY 18, 1978, BOOK TOS, PACE 128, DHITNY NO. 107285 OF CFTCHAI. RECORDS, (SHOWN ON SHEET 8)
- EXCLUSIVE EXSEMENTS TO USE THOSE PORTIONS OF THE OPEN SPACE LEASE AREA APPARTICIANT TO SAID UNITS, AS SHOWN ON THE RECORD OF SERVEY MAP AND AS SET FORTH IN THE CONDUMBAN RECLIARATION, (THE COMMON MARKA AS SET FORTH IN THE COORDINATION RECLIARATION APPARANT TO BE THE SHAME MARK AS THE OPEN SPACE LEASE AREA REFERRED TO IN THE RECORD OF SURVEY MAP RECORDED DECEMBER OR, 1976 AS ENTRY MO. ORDITH IN SOON ON AT PACKS 100 OF FORTOM, RECORDED, CEES SHEET 8)
- ANY COMMINES, COMMINES, RESTRICTIONS, EXECUTION, RESERVOITS, MEDICAL TURNS, CHANGES, TERMS AND PROVISIONS CONTINUED WHICH THOSE CONTINUED TOLD, AND THOSE STATEMENT AND THOSE OF SEAL COLUMN CONTINUED AND THOSE AND
- CONDITIONS CONTAINED IN THE BY-LAWS OF FIRST HOMESTEAD COUNTRY HOMES ASSOCIATION, A NON-PROFIT CONFIDENT RECORDED AMMANY 4, 1977 AS DWINY NO. 108046 IN 800K 108 AT PAGE 711 OF CEPICAL

75. THIS EXCEPTION HAS BEEN INTENTIONALLY DELETED.

- HONESTEAD GOLF COURSE MASTER AGREEMENT, AND THE TERMS AND CONDITIONS THEREN, FOR THE FORMATION CONTRICTION AND OFFSIATION OF "THAT CERTAIN COLF COURSE RETURNED TO AS THE HOMESTEAD COLF COURSE, FORCOMED TERMINATE 10, 1888, BOOK 187, PAGE 773, ENTRY MC, 144988 OF OFFICIAL RECORDS. (MASTER AGREEMENT AFFECTING ALL PARCLS)
- EASEMENTS GRAVIED TO THE MIDWAY SANITATION DISTINCT FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCE
  AND USE OF A SERIER MAIN OVER, ACROSS AND SHROUGH A PORTION OF THE SUBJECT PROPERTY, RECORDED
  LIME TO, 1884 POCK 201. PART 52. THINTY NO, 1456AT OF REPORT M SECONDS, CHANGE ON \$455T 10).
- EASEMENTS GRANTED TO THE MOBBLY SANTATION DISTINCT FOR THE PURPOSE OF CONSTRUCTION, MAINTENANCY, AND USE OF A SEMEN MAIN OVER, ACROSS AND THROUGH A PORTION OF THE SUBJECT PROPERTY, RECORDED HIS TO SHAPE NO SHAPE DO SHAPE AND THROUGH ALL PURPOSE AND THROUGH A
- FAILURE TO COMPLY WITH THE TERMS AND PROMISONS OF AN EASEMENT FOR GOLF COURSE PURPOSES, GRANTED IN FAVOR OF THE HOMESTEAD COLF CLUE, RICE, A UTUAL CORPORATION RECORDED JANE 30, 1888 AS DITRY NO. 145901 IN BOOK 28 IA T FACE 50 OF OFFICIAL RECORDS, AS 5000M ON SURVEY, CREE SHEET IN
- FALLINE TO COMPLY WITH TERMS AND PROMISSIONS OF EASTMENTS GRAVIED BY THE NEW HOMESTEAD PARTNERS, LTD. A UTAH LIMITED PARTNERSHAP. TO THE HOMESTEAD DOLF CLUB, INC., RECORDED JUNE 30, 1988, BOOK 201, LBC. ALLIER VILL. PROMISSION OF STATE AND ADDRESS. CONFECTION OF EASILIERITS AND RIGHTS-OF-WAY GRANTED TO CONFECT DEPOCHACES AND EMBORS IN THOSE EASILIERITS PREVIOUSLY GRANTED BY INSTRUMENT RECORDED JUNE 15, 1990, AS ENTITY NO. 152489, MI BOOK 738, PAGE 739, OF ENTITY RICCORDS
- CORRECTION OF EXEMPLITS AND RIGHTS—OF—WAY GRANTED TO CORRECT DEFICIENCES AND EMBORS IN THOSE EXSELENTS PREVIOUSLY GRANTED BY INSTRUMENT RECORDED JUNE 15, 1890, AS ENTRY NO. 153970, IN BOOK 222, PAGE 600 OF GREFALM RECORDS. PARTIAL ABANDOMINIST OF EASEMENT RECORDED JUNE 25, 1998 AS ENTRY NO. 204412 IN BOOK 386 AT PAGE 502 OF OFFICIAL RECORDS. (SEE SLEET 6)
- FALING TO COMPLY WITH TERMS AND PROMISIONS OF AN EASTMENT IN COMMUNICION WITH AND SUBJECT TO THE HOMESTAND COST COMMEN MARTINE ADMITS ARE REPORTED TERMANY IS, 1968, AS DITH'N IN, 1446MS. SAND TERMORISHING FOR COMMENT MARKAND AND THE MARKETISTON COLUME, NUMBER OF ANITHOD IN FACION OF THE MARKETISTON COLUME, NO. A UTINI CORPORATION, RECORDED JAMES TO, 1968 AS ENTRY NO. 14460M NI BOOK 201 AT PAGE 51 OF GYTHOM, RECORDS. GROWN ON SHEET, AND THE STANDARD AS ENTRY NO. 14460M NI BOOK 201 AT PAGE 51 OF GYTHOM, RECORDS.
- AN EASEMENT FOR A GOLF COURSE AS GRANTED TO THE HOMESTEAD GOLF CLUB, INC., A UTAH COMPORATION BY THAT CORTAIN INSTRUMENT RECORDED JUNE 30, 1888, AS ENTRY NO. 146008 MI BOOK 201 AT PAGE 68 OF CORTAIN BEFORES SURSEQUENT EASEMENT RECORDED JUNE 30, 1988 AS ENTRY NO. 144010 IN BOOK 201 AT PAGE 102 OF OFFICIAL SUBSCOUCHT EASEMENT RECORDED JUNE 30, 1886 AS ENTRY NO. 146012 IN BOOK 201 AT PAGE 108 OF OFFICIAL RECORDS. (SHOWN ON SHEET 8)

- FAILURE TO COUPLY WITH TERMS AND PROMISONS OF AM EASEMENT IN FAVOR OF THE HOMESTEAD COLF CLUB, INC., A UTAM COMPORATION RECORDED SEPTEMBER 20, 1991 AS ENTITY NO. 157430 IN BOOK 233 AT PAGE 499 OF OFFICIAL RECORDS. (\$1904) NO 194ET 71
- THE EVECTOR HAS BEEN INTENTIONALLY DELETED.
- A RIGHT OF MAY AND EASEMENT IN FAVOR OF MUDITAIN FUEL SEPPLY COMPANY, TO LAY, MANTAIN, OPERATE, REDAM, REPECT, PROTECT REMONE AND REFLACE PIPE LINES, MAYES, VALVES VALVE BOXES AND OTHER CAS TRANSMISSION ON DESTRIBUTION FULLIES, REMOUNT AND ARKNESS A PROTECT OF THE STREET PROPERTY, RECORDED MANCH TI, 1952, BOOK 239, PAGE 888, ENTRY NO. 1888SJ OF OFFICIAL RECORDS, (SEE SHEET 8)
- A ROUT OF WAY AND EASIMENT IN FAVOR OF MIGHTAIN FUEL SUPPLY COMPANY, TO LAY, MANTAIN, OPERATE, REPORT, ROSPECT, ROSPECT, ROLDER, AND BEFLACE PIPE UNES, MAYES, VALVE BOXES AND DIFER CAS.
  TRANSMISSION AND DISTRIBUTION FACULTES, THROUGH AND ACROSS A PORTION OF THE SUBJECT PROPERTY, RECORDED MANCH IT, 1802, BOXE 259, PAGE 681, DITTEY NO, 158634 OF GFTOUL RECORDS, SEE SHEET 9)
- DICIDIST CHARDINGS TO USE THOSE PORTIONS OF THE OPEN SPACE LLESS AREA APPARTISMANT TO SAN IMATE, AS SHORN ON THE RECORD OF SHARY MAP AND AS SET FORM IN THE CONCOMMUN DECLARATION. THE COMMON AREA AS ST FORTH IN THE CONCOMMUN DECLARATION, THE COMMON AREA AS SET FORTH IN THE CONCOMMUN APPEARS TO SET THE SAME AREA AS THE OPEN SPACE LAKES MAREA RETURNED TO IN THE RECORD OF SURVEY MAP RECORDED WHICH 11, 1982 AS DRITTY HO. 1994WH BE RECORDED WHICH 11, 1982 AS DRITTY HO. 1994WH BE RECORDED WHICH 11, 1982 AS DRITTY HO.
- FALIER TO COUNTY WITH TITMS AND PROMISONS OF A LEASE AGREMENT, DATED MAY 22, 1991, BY AND BETWEEN THE BLOOMEN'S CRITICAL PLANET MAINTED PARTICIPATE, A LIMIT LIMITED PARTICIPATE WITH BLOOMEN TO, CRITICOLO, MORE SET CRITICAL PLANET, MAINTED PARTICIPATE AND THE ADMINISTRATIVE PROMISERS AND THE ADMINISTRATIVE PROMISERS AND THE MORE SET OF THE ADMINISTRATIVE PROMISERS AND THE ADMINISTRATIVE AND MORE SET OF THE ADMINISTRATIVE ASSESSMENT AND THE HOMESTERO, INC., A UTAH COMPONATION AND MORE SET OF THE ADMINISTRATIVE ASSESSMENT AND THE ADMINISTRATIVE ADMINISTRATIVE AND THE ADMINISTRATIVE ADMINISTRATIVE AND THE ADMINISTRATIVE ADMINISTRATIVE AND THE ADMINISTRATIVE AD
- THE INTEREST OF THE HOMESTEAD, INC., A UTAH COMPORATION IN AND TO SAID LEASE WAS ASSIGNED TO HOMESTEAD GOLF CLUB, INC BY ASSIGNABLY OF LEASE RECONDED HOVEMBER 22, 2010 AS ENTRY INC. 384465 BOOK 1025 AF PAGE 1738 OF OFFICIAL RECONDED.
- SEWER EASEMENTS AS SET OUT ON THE OFFICIAL PLAT FOR NOUNTAIN SPRINGS PLANNED UNIT DEVELOPMENT (AMBRICED) RECORDED JUNE 16, 1963, AS EVITRY NO. 166476 OF OFFICIAL RECORDS, (SHORN ON SHEET 10) THIS EXCEPTION HAS BEEN INTENTIONALLY DELETED.
- PALME TO COMPLY WITH DRIT TIME AND PROVISIONS OF THAT CONTAIN ADDRESSOFT APPROPRIEST APPECING PROFESSION THAT CONTAIN ADDRESSOFT APPROPRIEST APPECING PROFESSION AND CONTAIN ADDRESSOR AND CONTAIN ADDRESSOR A
- TOTATION.

  TOTATION.
- SEWER EASEMENT AS SET OUT ON THE OFFICIAL PLAT FOR SWSS CREEK P.U.D., PLAT A RECORDED WAY 10, 1985, AS ENTRY NO. 178088 OF OFFICIAL RECORDS. SEWER EASEMENT AS SET OUT ON THE OFFICIAL PLAT FOR SNISS CREEK P.U.D., PLAT A (AMENDED) RECORDED AUGUST OI, 1998, AS ENTRY NO. 188482 OF OFFICIAL RECORDS. (SHOWN ON SHEET 10)
- A BATER LINE EASEMOIT IN FAVOR OF MOMAY CITY, A 20-FOOT MIDE PREPETUAL EASEMENT AND RICHT-OF-BAY FOR CONSTRUCTION, OPERATION, AND MANIFOLANCE OF A WATER PROLINE AND RELATED FACULTIES, ACROSS, UNDER, AND PROMOMEN A PORTION OF THE SUBJECT PROPERTY, RECORDED JANUARY ON, 1888, BOOK 313, PAGE 211, DYTRY NO. 183808 OF OFFICIAL RECORDS (SHOWN ON SHEET 7)
- A MATER LINE EASEMENT IN FAVOR OF MIDWAY CITY FOR A WATER PPEIRE AND RELATED FACULTIES, ACHOSS, UNDER, AND INBUDIES A PORTION OF THE SUBJECT PROPERTY, RECORDED JAMUARY 4, 1998, BOOK 313, PAGE 131, CHIRTY AND, LIBERT OF GROUND, RECORDES, (SHOWN ON SHEET 7)
- 100. WATERLINE EASEMENT AS SHOWN ON THE GRADELWALD CONDOMINEAUS PLAT "A", RECORDED HONDINGER OR, 1986 AS ENTRY NO. 190540 IN BOOK 335 AT PAGE 551 OF OFFICIAL RECORDS. (SHOWN ON SHEET 7)
- EASEMENTS, HOTES AND RESTRICTIONS AS SHOWN ON KNIBALL ESTATES SARDWINGON, PLAT A, AMERICED SARDWINGON PLAT RECORDED MAY DR, 1987 AS ENTRY NO. 1941S1 IN BOOK 347 OF PLATS AT PAGE 741.
- IGO. THIS EXCEPTION HAS BEEN INTENTIONALLY DELETED.
- IGS. EASEMENTS, NOTES AND RESTRICTIONS AS SHOWN ON SUBDIVISION PLAT RECORDED OCTOBER 21, 1997 AS ENTRY NO. 187902 IN BOOK 382 OF PLATS AT PAGE 142, CISE SHEET 10)

- LACASIDENT, IN FAVOR OF DIEST CORPORATION, A COLORIDO CORPORATION, A PERPETUR. LASSIDENT TO CONSTRUCT, SECONSTRUCT, CORPORATI, MANTHAN IND REDIEMS SIZE OF ILLICOMARINGATION FAULTIES AS MAY BE REQUIRED UNDO, OPER, UNDER AND ADDRESS A PORTION OF THE SUBJECT PROPERTY, RECORDED INDUMENEN 13, 2008, BOOK 49, PAGE 788, BITTY NO. 200860 OF OPTIONAL RECORDS, (SHOWN ON SPEET 9)
- FALLER TO COMPLY WITH TERMS AND PROMISSIONS OF A PERFERUNC ASSERBIT WITH SERVICE SERVICE AND ADDRESS AND PROMISSIONS OF A PERFERUNC ASSERBIT AND EQUITARES SERVICES AND ADDRESS AND ONE SERVED HIS MESSERBIT AND EXTENSION FOR INSERTING COULD CALLE, NO. RECORDED, ADDRESS AND ONE SERVED AND ADDRESS AND ONE SERVED AND ADDRESS AND ADDR
- I. FALURE TO COMPLY WITH TERMS AND PROVISIONS OF A OLLF COURSE LICENSE AGREEMENT AND LEASE OF WATER SHAMES, BY AND RETHERN CALMY E. CLARK AS LICENSON AND THE MOMESTRUE OLUF CLUR, RIC., A UTAH CORPORATION, AS LICENSEE, RECOVERED DECEMBER 3Q, 1468 AS DITRY MD, 147257 MI BOOK 205 AT PAGE 120 OF GFFTCAR, ROCKER
- FAILURE TO COMPLY WITH TERMS AND PROVISIONS OF AN EASEMENT ADREDMENT, BY AND ANGINE LLC. A UTHIN LIMETED LIMELITY COMPANY, GREAT WAYS OF THE ROCKETS, INC., A REWARD COSPON HOMESTERD COLUB, INC., A UTHIN COMPORATION RECORDED SEPTEMBER 07,2004 AS ENTRY IN BOOK TITLAT PAGE 805 OF GRYDGL, RECORDES (SHOWN ON SHEET 7)
- FALURE TO COMPLY WITH TERMS AND PROVISIONS OF AN EASOMENT AGRESHORT DATED OCTOBER 1, 2002 AND RECORDED FEBRUARY OR, 2005 AS DITRY NO. 279854 BI BOOK 735 AT PAGE 278 OF GFROAL RECORDS, BETHEN MEMBERGEM MORNAY, CA, A UTAH LIMITED LIMBULTY COMPANY AND HOMESTEAD GOLF CLUB, INC., A UTAH LIMITED LIMBULTY COMPANY AND HOMESTEAD GOLF CLUB, INC., A UTAH LIMITED LIMBULTY COMPANY AND HOMESTEAD GOLF CLUB, INC., A UTAH LIMITED LIMBULTY COMPANY AND HOMESTEAD GOLF CLUB, INC., A
- GRANT OF EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF WINSTEINATER COLLECTION AND TRANSPORTAT PPEUME(S), IN FAVOR OF MOMENT SANITATION DISTRICT RECORDED APRIL 18, 2005 AS ENTRY NO. 261936 IN BOOK 746 AT PAGE 604 OF GYFOL
- EASEMENTS, NOTES AND RESTRICTIONS AS SHOWN ON GRIDELWALD P.U.D. PLAT "C" SUMDIMISION PLAT RECORDED NAY 31, 2005 AS EXTRY NO. 283743 IN BOCK 738 OF PLATS AT PAGE 338, (SEE SHEET 7)
- ACCESS EASEMENT IN FAVOR OF VILLAGE COMMUNITIES, LLC AS SHOWN ON THE MIDWAY VILLAGE P.U.D. PLAT "A" SUBDINISION PLAT RECORDED JUNE 22, 2005 AS ENTRY INJURIER 288739 IN BOOK 774 AT PAGE 347 OF OFFICIAL RECORDES, (1909) NO 945ET 0)
- RECORDS, (SWLWH OR SHALL B)

  GRANT OF EASING TOR OKTRIBUTION AND MAINTENANCE OF INSTERNITE COLLECTION AND TRANSPORTATION
  PPELING(S), BY FAVOR OF MODIAY SWEETING INSTRUCT RECORDED HOWENER 15, 2000 AS ENTRY NO. 202074 IN
  BOOK 800 AT PAGE 700 OF OFFICIAL RECORDS, CREWN ON 958ET 37
- FAILURE TO COMPLY WITH TERMS AND PROMEIONS OF A PERMETUAL EASEMENT AND EQUITABLE SERVICES.
  ADDRESSAYS BY AND SERVED FOX POINT, LLC, A UTAH LIMITED LUMBLITY COMPANY AND THE HOMESTERN OUTCLUB, INC. RECORDED JANUARY IT, 2006 AS DISTRY NO, 250005 IN BOOK 821 AT PAIC 197 OF OFFICIAL.
- AMENOMENT TO DECLARATION AND GRANT OF EASEMENT RECORDED JULY 27, 2007 AS ENTRY NO. 323813 IN BOOK 846 AT PAGE 526 OF OFFICIAL RECORDS. ASSIGNMENT OF PROHTS UNDER DECLARATION OF EASEMENT RECORDED HOMEMBER 22, 2010 AS ENTRY NO. 3846R IN BOOK 1025 AT PAGE 1731 OF OFFICIAL RECORDS, (SHOWN ON SHEET 10)
- 117. AN EASEMENT AGREEMENT BY AND BETWEEN THE HONESTEAD, INC., A UTAH CORPORATION AND KANTONS, L.L.C.
  A LITAH LIMITE LIABULTY COMPANY RECORDED MARCH 20, 2006, AS ENTRY NO. 29A781 IN POCK ATT AT PAGE
- ANY OF UTUAL RELIGIOUS, SOURCE OF SHELL BY
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- AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR OVER, ACROSS OR THROUGH THE LAND FOR SENER LATERALS AND INCORDITAL PROPOSES AND INCORDITAL REPORTED AS GRAVITED TO HOLE NO. 4 LLC. A LITAH LANTED LANDEL COMPORATION BY INSTRUMENT RECORDED APRE 10.2 2073 AS ENTRY NO. JUSSE MY BOOK \$36 AT PAGE 2278 OF OFFICIAL RECORDS, (SHOWN ON SHEET 7 DESPITE INCOMPLETE DESCRIPTION)
- 123. FAILURE TO COMPLY WITH TERMS AND PROVISIONS OF A PERFETURE, EASIMENT AND EQUITABLE SERVICED MORESTANTIO, DATED MAY D3, 2007, BY AND RETWEEN THESE MO. 4, LLC., A LITHAL MARTING LIMBURY COMP. MORESTAND, DOI: 10.00 M.C. RECORDED MAY 4, 2007 AS DETRY NO. 15784 8
- AM ASSIGNMENT OF RIGHTS UNDER PERPETUAL EASEMENT RECORDED HONEMBER 22, 2010 AS ENTRY NO. 364666 IN BOOK 1025 AT PAGE 1743 OF OFFICIAL RECORDS. (SHOWN ON SHEET 7) AGREDARY IN THAT BOUNDARY AGREDARY, DATED JUNE 26, 2007, BY AND DETREIN THE HOMESTEAD, THE, A UTAH CORPORATION AND TOWETTE'S. NELSON RECORDED JUNE 26, 2007 AS DITRY NO. 322243 IN BOOK 943 AT PAGE 140.00 OF OFFICIAL RECORDS. (SHOTM) ON SHEET 9)
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- RESERVATIONS AND RESTRICTIVE COMPANY AS DISCLOSED BY THAT CERTAIN AMODIED OUT CLAIM DEED BY AND BETWEEN WILLIES COMMUNITIES, L.C., A UTAH LIMITED LIMITLY COMPANY AND THE ROMESTEAD INC., A UTAH IN COMPROLITION FORCED SPTEMBER 20, 2007 AS EMITRY NO. 326202 IN BOOK 850 AT PAGE 77 OF OFFICIAL RECORDS (SEE SPEER 8)
- THIS EXCEPTION HAS BEEN INTENTIONALLY DELETED.
- AN UNRECORDED LEASE EXECUTED BY THE HOMESTEAD, INC., AS LESSOR, AND THE HOMESTEAD GRATER, INC., AS LESSEE IN THAT CERTAIN CONCESSION ADREDMENT AND LEASE, AS DISCLOSED BY HORDES OF LEASE RECORDED AND LEASE AND LEASE AND LEASE AND LEASE AND LEASE AND LEASE RECORDED. NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD RIGHTS AS DISCLOSED BY THE HEREIN-ABOVE MENTIONED LEASE AND ANY OTHER MATTERS AFFECTING SAID LEASE AND NOT SHOWN HEREIN, (SEE SMEET 10)
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- A RESOLUTION BY MIGHAY CITY COLINCI, ADDITING AN AMBIDIDATE TO THE HOLESTEAD REMOVATION AND EPAINSON MASTER PLAN DESIGNMENT ADDESSMENT, FIRST AUDIDADED TO THE HOLESTEAD AND EXPANSION MASTER PLAN EXPLORMENT ADDESSMENT RECORDED DECOMBER OS, 2016 AS EMBTY NO. 38137 IN BOOK 1026 AT PAGE 1944 OF OPTICAL RECORDS.

- A MODIFICATION OF DEED OF TRUST RECORDED MARCH 22, 2019 AS ENTRY NO. 461753 IN BOOK 1247 AT PAGE 642 OF OFFICIAL RECORDS PROVIDES THAT THE DEED OF TRUST OR THE DELIGATION SECURED THEREBY HAS BEEF

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- B.) GOLF COURSE CART PATH EHOROACHES OUTSIDE OF PARCEL 2 ACRESS ADJONNO HOCHBORS STRP LOCATED SCHEETS PARCEL 2 AND PARCEL 8, AT THE HORTHINGSTREAT EASTMOST PROPERTY UNE OF PARCEL 2 ISSUEM
- C.) GOLF COURSE CART PATH ENCROACHES OUTSIDE OF PARCEL 3 TO THE EAST AND UP TO HOWESTEAD DRIVE.
- D.) COLF COURSE CART PATH ENCROACHES ONTO WASTEWATER EASEMENT OF PARCEL 8 AND ONTO ADJOINING PROPERTY JULIUS THE SOUTHWESTERLY PROPERTY LIKE OF PARCEL 8. (SHOWN ON SHEET 7)
- E.) RECORD LEGAL DESCRIPTION OVERLAP WITH THE CLARK AND CLYDE PARCEL AT HORTH END OF PARCEL 13.

- I.) CAP IN THE LEGAL DESCRIPTION EXISTS BETIMEN PARCEL 30 AND PARCEL 40. (SHOWN ON SHEET 10)
- L) FENCE LINE ENCROACHES OUTSIDE THE SOUTHERLY BOUNDARY OF PARCEL 38. (SHOWN ON SHEET 10)
- K.) PARCEL S8 EXCRONCHES ONTO THE IMPROVEMENT AND PRIVATELY OWNED LOT LOCATED ON LOT 42, THE LINKS AT THE HOMESTEAD PLAT B. (SHOWN ON SHEET ID, AFFECTS PARCE), 38) L.) PARCEL 56 ENCROACHES INTO THE BUILDING AREA AND PRIVATELY OWNED LOT OF LOT 19, COTTAGES ON THE CRICIAL (SHOWN ON SHEET 7)
- N.) PARCEL 62 ENCROACHES ONTO AN IMPROVEMENT ALONG THE SOUTHERLY PROPERTY LINE. (SHOWN ON SHEET
- 4). THE RIGHTS OF THE PUBLIC TO USE OR PASS THROUGH THE LIMD FOR RECREATIONAL PURPOSES AND/OR ACCESS TO THE WATERWAY MOTION AS THE SHARE CREEK PROVIDED THAT SUCH PUBLIC ROUTS HAVE BEEN OR MAY BE ESTABLISHED BY DODIAMENTO OR OTHERWISE FORCING USE FOR A POPRIOR OF THE (MOTIMEN OF PLOT)
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- FAILURE TO COMPLY WITH TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF THE HOMESTEAD COLF QUIR, INC., A UTAN COMPORATION RECONDED SEPTEMBER 20, 1988 AS DIVITY NO. 146565 IN 800K 202 AT PAGE 527 OF DEFIGIAL RECONDES, SEE SHEET 81
- Faller to comply with terms and provisions of an adreement by and between homestead colf clur inc. a utan corporation and modification springs subdivision, a utan comporation, recorded june 02, 2010, AS entry no. 359708 in 8000x 1013 ft Pace 1183 of Optical Records, CSES Spect 103.
- FALURE TO COMPLY WITH TURNS AND PROMISIONS OF AN EASEMENT DEED, RECORDED JULY 13, 1990, AS ENTRY NO. 152738 IN BOOK 220 AT PAGE 98 OF OFFICIAL RECORDS. (SEE SHEET 9)
- 48. RIGHT OF MAY AND EASEMENT GRANT IN FAVOR OF MOUNTAIN FUEL SUPPLY COMPANY, RECORDED AUGUST 9, 1974. AS ENTRY NO. 107506 IN BOOK 106 AT PAGE 494 OF OFFICIAL RECORDS, (SEE SHEET 9) 148. RIGHT OF HAY AND EASEMENT GRANT IN FAVOR OF MOUNTAIN FLEL SUPPLY COMPANY, RECORDED MARCH 31, 1888, AS ENTRY NO. 148418 IN BOOK 207 AT PAGE 449 OF OFFICIAL RECORDS. (SEE SHEET 8)
- 150. FAILURE TO COMPLY WITH TERMS AND PROMISIONS OF AN EASEMENT DEED, RECORDED JUNE 30, 1986, AS ENTRY NO, 14866 IN BOOK 201 AT PACE 46 OF OFFICIAL RECORDS.
- ISS. AN EASEMENT GRANT IN FAVOR OF MIDWAY SANITATION DISTINCT, RECORDED JUNE 30, 1988, AS ENTRY NO.
- FAILURE TO COMPLY WITH TERMS AND PROVISIONS OF A COLF EASEMENT, RECORDED MARCH 20, 2018, AS ENTR. NO. 481475 IN BOOK 1247 AT PAGE 243 OF OFFICIAL RECORDS. (SHOWN ON SHEET 7)
- IS. EXCLUSIVE LEMBORIT TO USE THOSE PORTIONS OF THE OPEN SPACE LESSE MARK APPARTISANT TO SAID UNITS, AS SHOWN ON THE RECORD OF SURVEY MAY AND AS SET FORTH IN THE COORDINANA DECLARATION. THE COMMON MEAN SET FORTH IN THE COORDINANA DECLARATION APPARED TO THE SET FORTH IN THE COORDINANA DECLARATION APPARED TO THE SHARE MEAN SET THE OPEN SPACE LESSE MARK REFORMED TO IN THE RECORD OF SURVEY MAY RECORDED JALY 17, 2007 AS DITTEN MO. 20132NT IN DOOR OF AS FOR MAY OR SET OF COORDINANCE, (SHOWIN ON SHOWING ON SHARE). (SHOWING ON SHOWING ON SHARE).

L19-212 THE HOMESTEAD GROUP LLC. SHEET 5 OF 11 HOMESTEAD RESORT PROPERTY

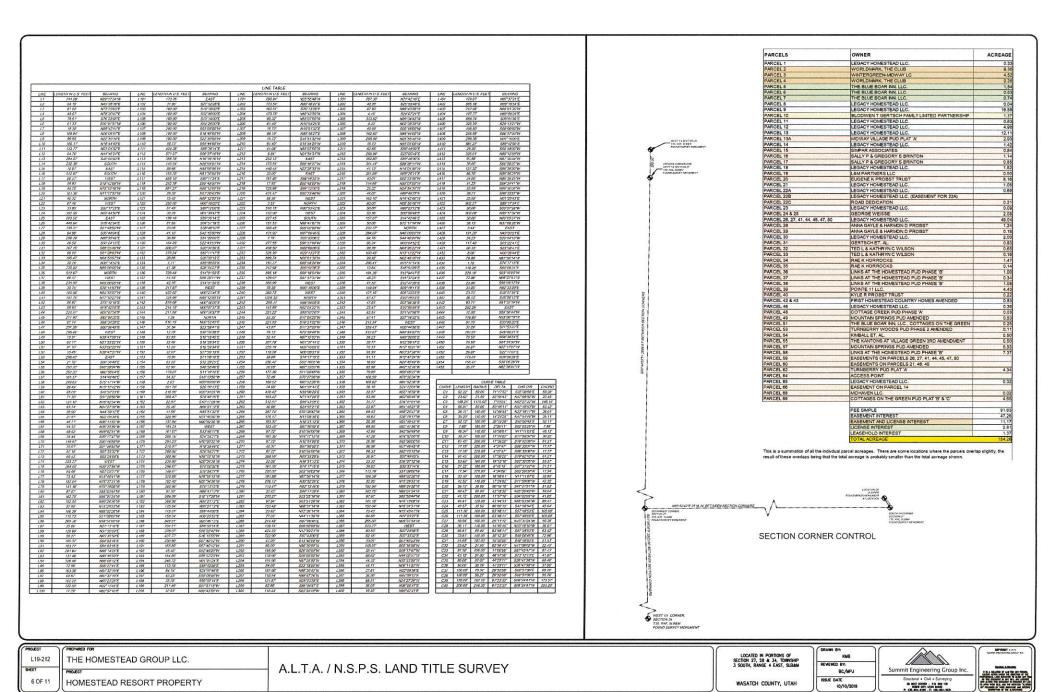
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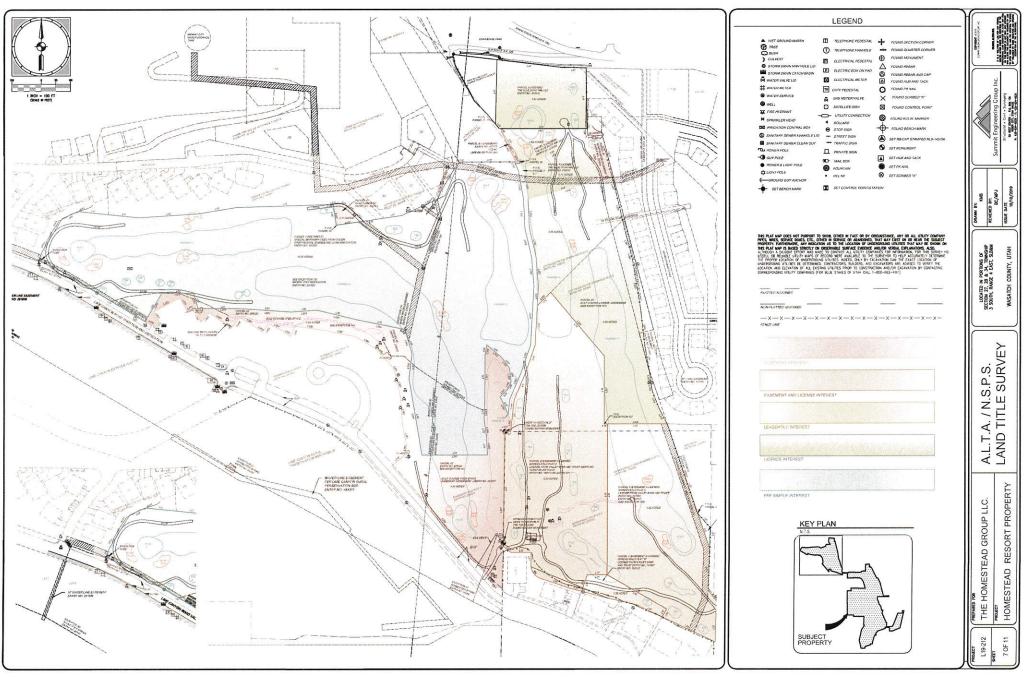
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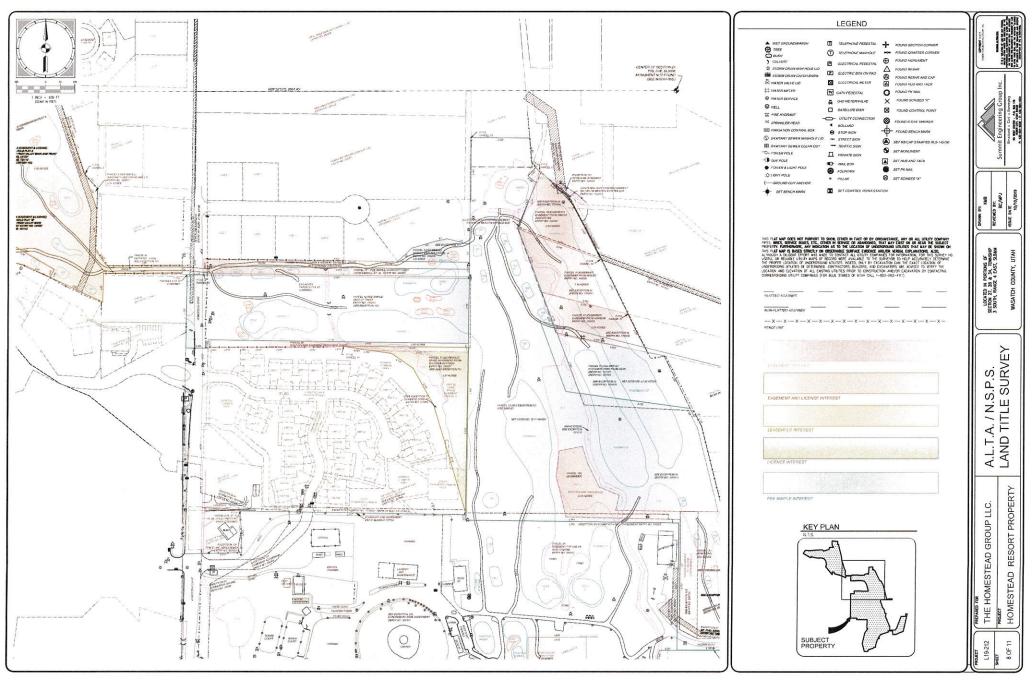
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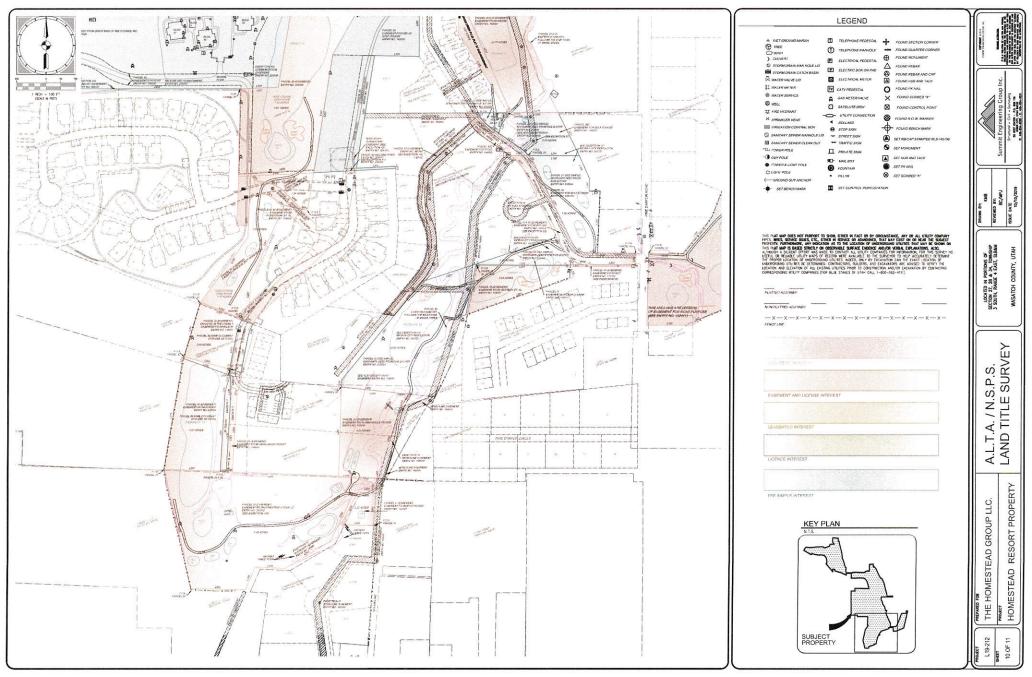
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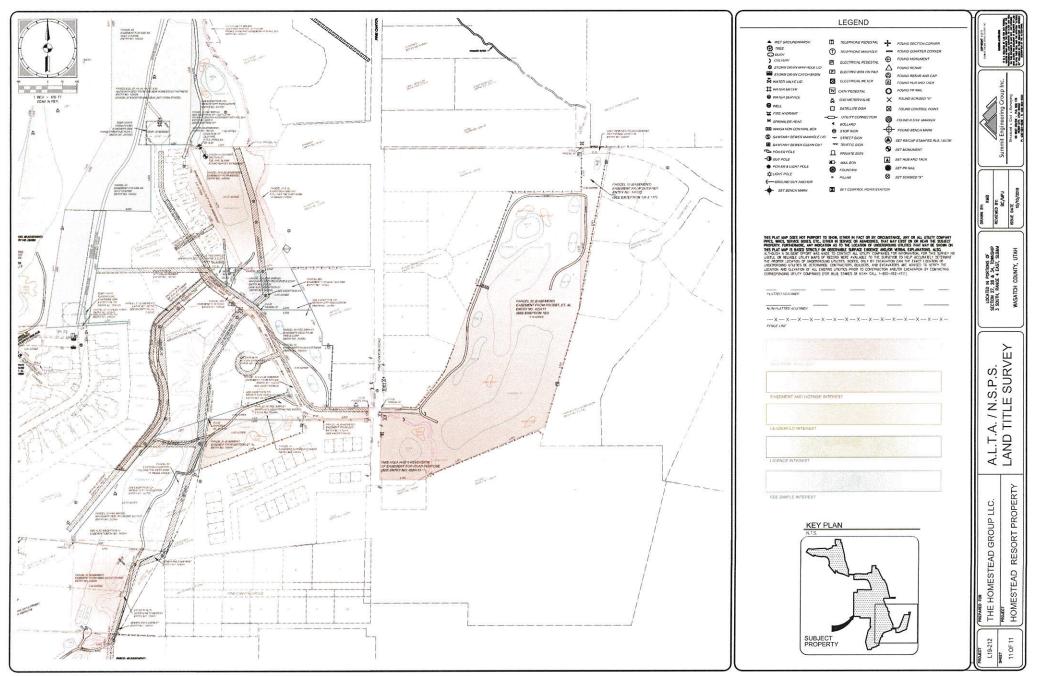


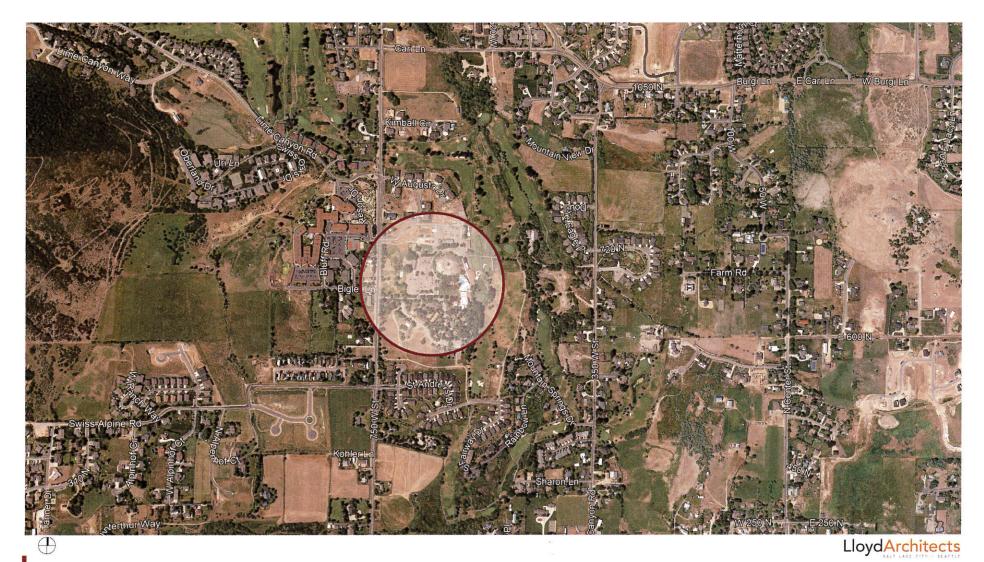












HOMESTEAD RESORT | CONTEXT AERIAL JANUARY 4, 2021

FFKR | LANDSCAPE & PLANNING

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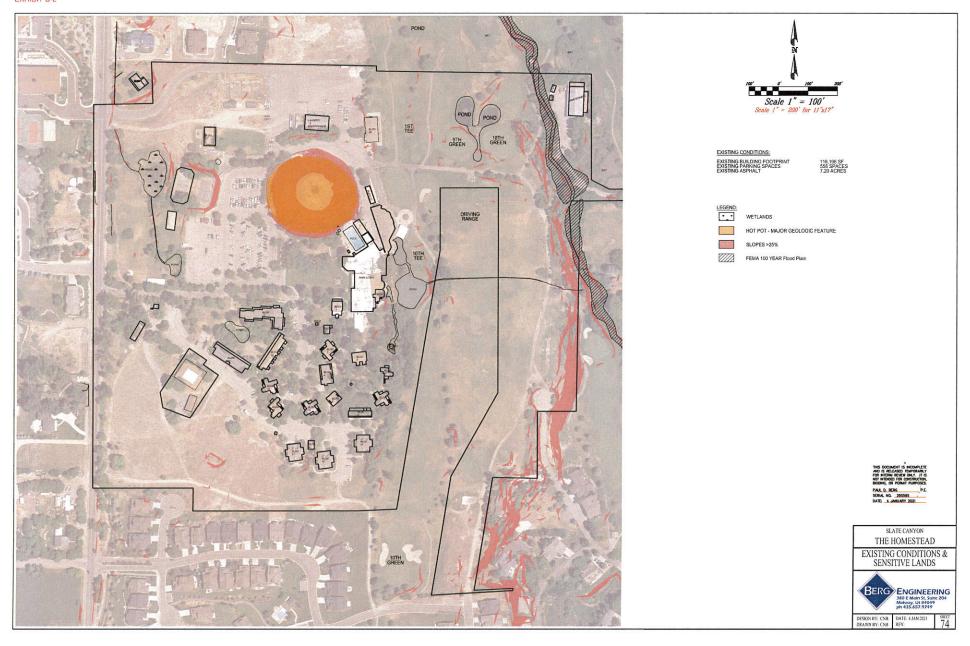
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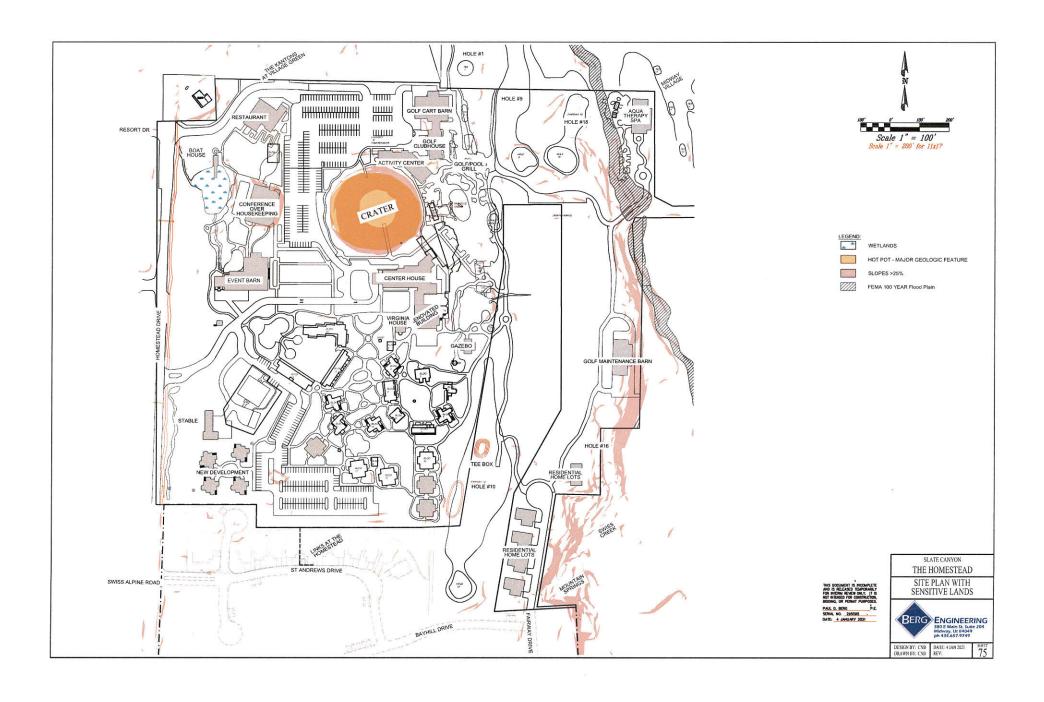
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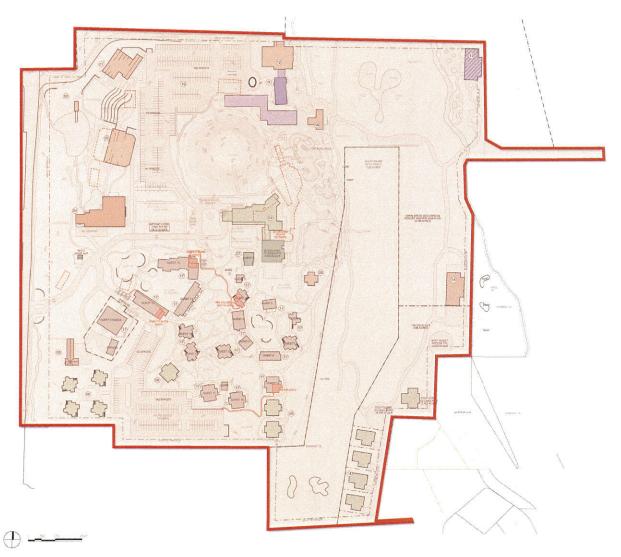
HOMESTEAD RESORT | PRELIMINARY PLAN | SITE CONCEPT

FFKR | LANDSCAPE & PLANNING

JANUARY 4, 2021







HOMESTEAD RESORT | PRELIMINARY PLAN | LAND USE JANUARY 4, 2021

## LEGEND:

Recreational Resort Zone (RZ)

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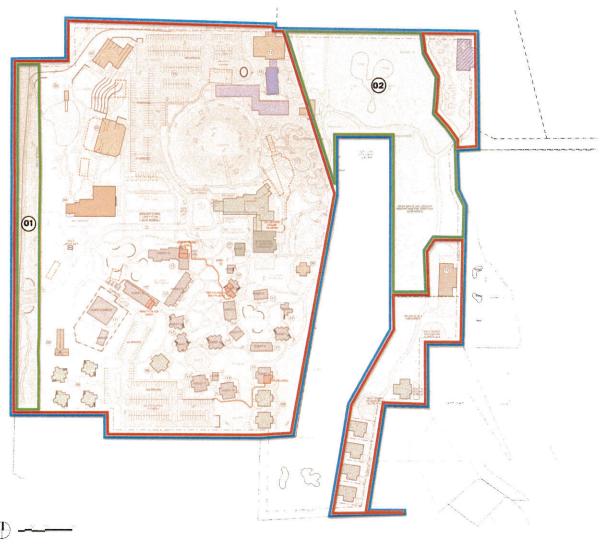
LEGEND:



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HOMESTEAD RESORT | PRELIMINARY PLAN | GOLF COURSE COTTAGES
JANUARY 4, 2021

# EXHIBIT C



## LEGEND:

Developable Area

Resort Core: 51.32 Acres

Permanent Open Space in Resort Core: 10.53 Acres

(100' Open Space along Homestead Drive: 3.00 Acres

Golf Course Open Space in Resort Core: 7.53 Acrea

NOTE:

Only the Resort Core areas shown on this exhibit may be developed. Golf course open space or open space along Homestead Drive included in teh Master Plan is prohibited from development.

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# Exhibit D

## **Kantons Easement**

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

# **EXHIBIT E**



#### LEGEND:

- Concrete stair structure to top of crater
- (02) Flagpole at top of crater
- Water cascade and basin feature from top of crater, down to base of the south west face of crater
- Protective railing around perimeter of crater top
- Top of crater includes pavers, seating, and other amenities within the fenced area
- **66** Metal bridge over crater opening
- Safety fencing and netting over crater opening
- Access path to interior of crater, approximate dimensions = 6' wide x 7' tall
- Hardscape pathway around base of crater
- Pool and spas built at base of crater
- (11) Outflow pipe from crater

RE

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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

## **QUITCLAIM DEED**

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

## **USES AND OBLIGATIONS**

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

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

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

DATED as of the	day of	, 2021

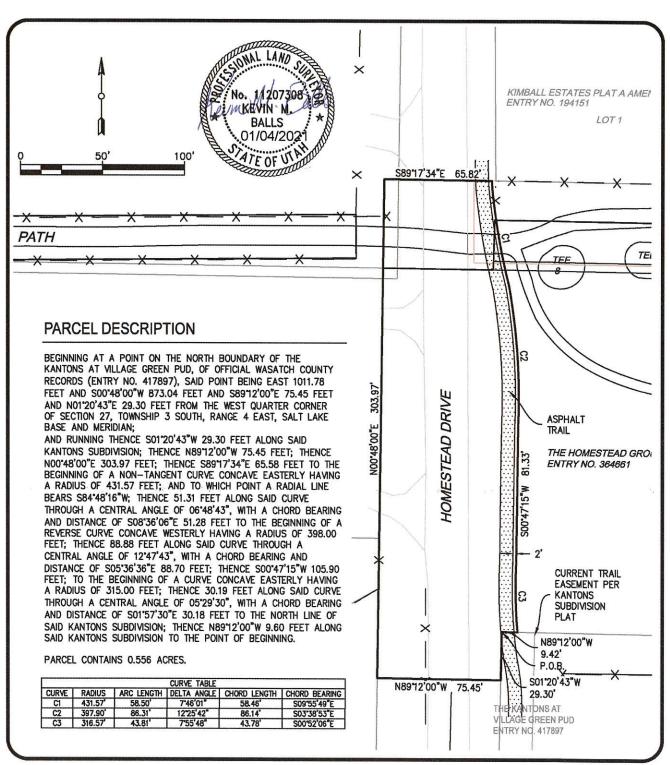
[Signatures and Acknowledgments Follow]

# SIGNATURE PAGE TO QUITCLAIM DEED

THE HOMESTEAD GROUP, LLC, a Utah limited liability company	
By: Scott Jones Its: Manager	
STATE OF UTAH )	
COUNTY OF	
Acknowledged before me this day of HOMESTEAD GROUP, LLC, a Utah limited liability company	_, 2021, by Scott Jones, Manager of THE
NOTA	RY PUBLIC

## SIGNATURE PAGE TO QUITCLAIM DEED

CITY OF MIDWAY, a Utah municipal corporation	ATTEST:
By: Celeste Johnson Its: Mayor	By: Brad Wilson City Recorder SEAL:
STATE OF UTAH ) ) ss COUNTY OF	
Acknowledged before me this day of MIDWAY CITY, a Utah municipal corporation.	, 2021, by Celeste Johnson, Mayor of
	NOTARY PUBLIC



PROJECT: L20-117	DATE: 01/04/21	HOMESTEAD TO MIDWAY CITY	55 WEST CENTER P.O. BOX 178 HEBER CITY, UT 840332 F: 435.854.9221
1 OF 1	KMB	EXHIBIT 'A'	Summit Engineering Group Inc

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



#### The Homestead Resort Preliminary Plan Additional Water Right Calculations

January 4, 2021

Revised February 10, 2021 per changes to the Milk House Building

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

#### Project Information

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

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

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

The water right calculations below are based on the preliminary plan dated October 13, 2020.

Maps showing the existing irrigated areas and proposed irrigated areas are enclosed with this plan update.

There are 12.90 acres of irrigated area within the existing Homestead resort core.

The new master plan has 17.51 acres of irrigated area in the resort core.

The existing site has 0.72 acres of ponds. The new master plan has 0.79 acres.

Table 1 - Water Use Requirements

	Water R	equirement	1	Return Flow	Total Required	
Use	Quantity	Unit	Source of Requirement	Requirement	Quantity	Unit
Irrigated / landscaped area	3.00	acre-feet/acre	Midway Water Board	0.00	3.00	acre-feet/acre
Hotel resort unit	150	gpd/unit	Table 1, Utah Code R309-510	1.77	0.30	acre-feet/unit
Restaurant	35	gpd/seat	Table 2, Utah Code R309-510	1.77	0.07	acre-feet/seat
Swimming pools	10	gpd/person	Table 2, Utah Code R309-510	1.77		acre-feet/persor
Retail and commercial	500	gpd/toilet	Table 2, Utah Code R309-510	1.77	0.99	acre-feet/toilet
Visitors (conference) center	5	gpd/person	Table 2, Utah Code R309-510	1.77	0.01	acre-feet/persor
Spa and activity center	25	gpd/person	Table 2, Utah Code R309-510	1.77		acre-feet/persor

Table 2 - Change in Water Uses at The Homestead

Use	Quantity	Unit	7 (
Existing units to be removed	-12	units	Only 12 e
Irrigated area added to resort	4.61	acres	1 '
Pond area added to resort	0.07	acres	7
Residential homes	5	homes	1
New hotel units	49	units	42 units in
Additional restaurants seating	130	seats	See note
Additional restaurant (Milk House)	35	seats	Based on
Additional swimming pool capacity	206	person	See note
Retail and commercial	2	toilet	Additiona
Conference Center and Wedding Bar	864	person	Proposed
Spa	50	person	Based on
Activity Center	40	norcon	T Doord on

Comments

existing units to be removed, 125 of the existing 137 units will remain.

in 6-plex buildings, 4 in Virginia House and 3 in Center House

occupancy calculations on building permit plans.

al mens and womens toilet stalls in commercial and amenity areas additional conference center capacity at The Homestead gym participant in the state code.

person Based on gym participant in the state code.

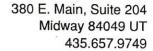
Table 3 - Additional Water Needs for The Homestead Resort

Use	Project Quantity	Unit	Water Requirement with Return Flow	Unit	Total (acre-feet)
Credit for removed hotel units	12	units	-0.30	acre-feet/unit	-3.60
Irrigated area added to resort	4.61	acres	3.00	acre-feet/acre	13.83
Pond area added to resort	0.07	acres	3.00	acre-feet/acre	0.21
Residential homes	5	homes	0.80	acre-feet/home	4.00
New hotel units	49	units	0.30	acre-f eet/unit	14.70
New restaurant spaces	130	seats	0.07	acre-feet/person	
Additional restaurant (Milk House)	35	seats	0.07	acre-feet/person	
Swimming Pools	206	person	0.02	acre-feet/person	
Retail and commercial	2	toilet	0.99	acre-f eet/toilet	1.98
Conference Center and Wedding Ba	864	person	0.01	acre-feet/person	
Spa	50	person	0.05	acre-feet/person	
Activity Center	40	person	0.05	acre-feet/person	

59.93 acre-feet of additional water rights for master p

## Notes:

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





December 23, 2020

Mayor Johnson Midway Water Advisory Board 75 North 100 West Midway, Utah 84049

Re:

Homestead Golf Course

Water Rights for Golf Course Irrigation

Dear Mayor Johnson:

The Midway Water Board granted preliminary approval to the new master plan for The Homestead on November 2, 2020. A condition of the preliminary approval was to provide an accounting of the water rights for the golf course. This letter provides a summary of the water rights available for the golf course.

## Golf Course Area

The Homestead Golf Course was built in the late 1980's. The golf course contains 104 acres of irrigated area. This was documented with the approved 2008 Homestead Master Plan in the Jim Riley Engineering letter dated April 26, 2007. This area was recently confirm by the Hansen. Allen and Luce in their Water Right Evaluation of The Homestead Resort dated September 2020.

## Water Rights

On May 6, 2019, Steve Farrell made the following motion at the Midway Water Advisory Board meeting. ".. We again recognize that the Homestead owns 57.5 shares tied up in certificate number #3788, that they own 3 shares with Midway City/Turnberry in certificate number #3989, they have 33.84 shares in perpetual leases, they have a 40 share lease with the State of Utah that has a 50 year term, with 28 years remaining, which gives them a total amount of shares leased as 73.84 shares, and combined with the ownership shares they have a total of 134.34 shares of water available for their project. The Board accepts documentation provided by Judge Stuart Waldrip and Steve Eddington as legal notice given for the perpetual leases, (Sally Brinton (3), Keith Gertsch (1), Kyle Robertson (2), and Cottages on the Green (18.50))..." This motion was approved unanimously.

Not specifically listed in the motion but included in the 134.34 share total is certificate # 3658 of 1.22 shares from The Kantons, certificate # 3668 of 7.50 shares from The Links and 0.62 shares dedicated for golf course area with the Midway Village PUD. Below is a summary of the Midway Irrigation Company shares that owned, leased or transferred to Midway City as part of a development approval.

Owner	Certificate #	<b>Shares</b>
The Homestead	3788	57.50
Midway City/Turnberry	3989	3.00
Midway City/Midway Villa	ge	0.62
Sally Brinton	2630	3.00
Keith Gertsch	3114	1.00
Kyle Robertson	3976	2.00
Cottages on the Green	3325	18.50
The Kantons	3658	1.22
The Links	3668	7.50
Utah State Parks		40.00
		134.34

In addition to the Midway Irrigation Company shares that are owned or leased, The Homestead also has irrigation rights in the Schneitter Spring (55-1497) and the Slough Ditch (55-1497). These water rights are not included in the master plan but are available for use by The Homestead. In their September 2020 report, Hansen, Allen and Luce has stated that "between the water rights and the Midway Irrigation Company shares, The Homestead has the ability to irrigate 149 acres of land."

We request that this letter be provided to the Midway Water Board and reviewed at the January 4, 2021 board meeting in response to the condition of the preliminary approval motion.

Respectfully,

Paul Berg, P.E.



EXISTING SITE- IRRIGATION & WATER DIAGRAM

573 EAST 500 SOUTH SALT LAKE CITY, UT 84102 PHONE 801.328 3245 WES LLOYD-ARCH COM

HOMESTEAD RESORT 700 N. HOMESTEAD DR MIDWAY UT 84049

SEAL

PRINT DATE 12/16/20

PROJECT PHASE

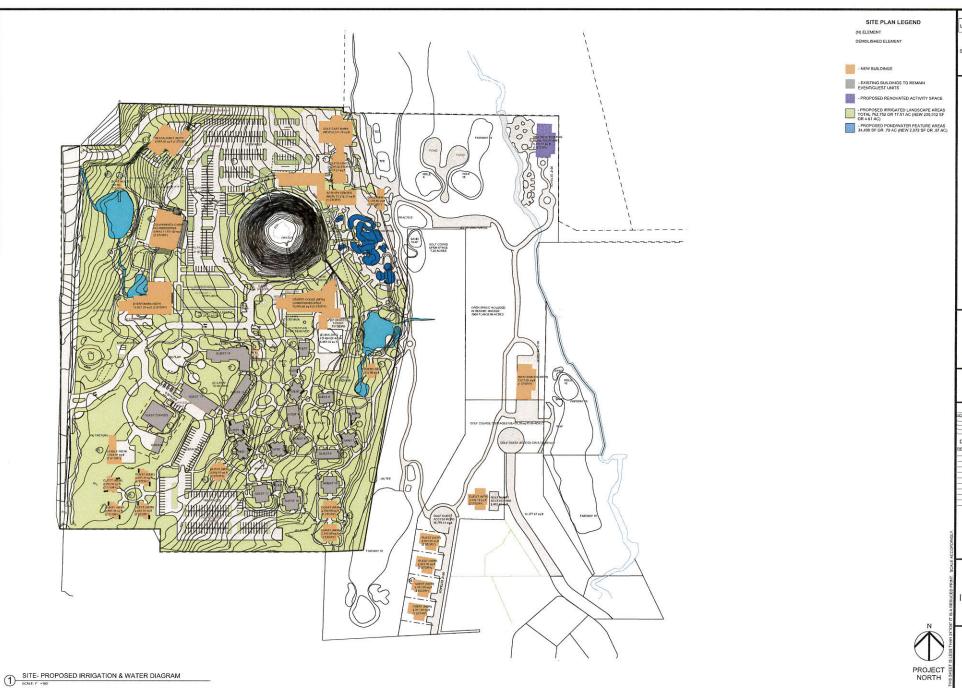
DRAWING REVISIONS

SHEET TITLE

**EXISTING** IRRIGATION EXHIBIT

SHEET NUMBER

AE001



LA Logo F159FE80.jpg

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

HOMESTEAD RESORT 700 N. HOMESTEAD DR MIDWAY UT 84049

SEAL.

PRINT DATE 12/16/20

PROJECT PHASE EMATIC DESIGN \_\_\_\_\_\_

DRAWING REVISIONS

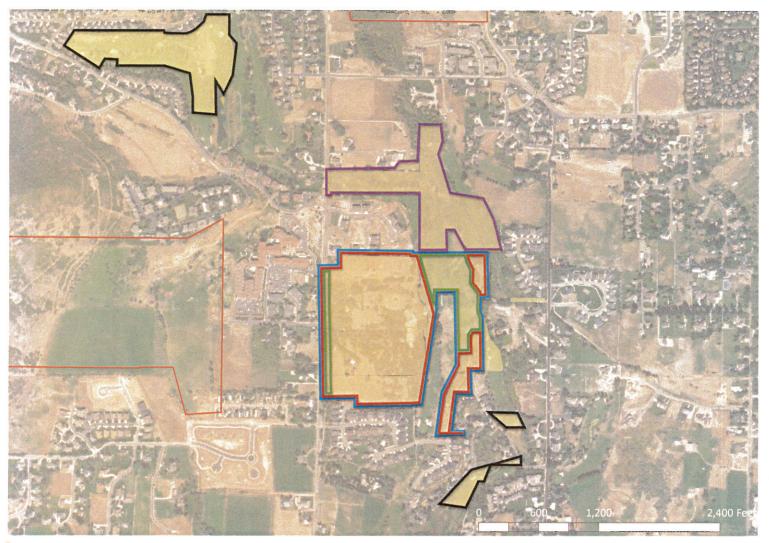
SHEET TITLE

SITE-**IRRIGATION** DIAGRAM

SHEET NUMBER

A002

# EXHIBIT H



LEGEND:

Developable Area

Resort Core: 51.32 Acres

Permanent Open Space in Resort Core: 10.53 Acres

Golf Course Area Owned by The Homestead that is Not in the Master Plan: 19.49 Acres

Golf Course Open Space in Master Plan: 19,74 Acres

HOMESTEAD RESORT OPEN SPACE

JANUARY 4, 2021



FFKR | LANDSCAPE & PLANNING

## The Homestead

Resort Master Plan Parking Calculations

Janaury 4, 2021

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

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

## ELEMENTS OF PARKING DEMAND

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

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

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

- Transportation and Land Development, Institute of Transportation Engineers

#### **MIDWAY CITY ORDINANCE**

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

Table 1 - Proposed Uses at The Homestead

Use	Quantity	Unit
Estate Homes	5	lots
Existing Guest Rooms	125	rooms
New Guest Rooms	49	rooms
Event Bam	300	people
New Conference Center	150	people
Center House Ballroom	175	people
Center House Restaurant and Bar	172	people
Golf Grill	58	people
Pizza Farm	52	people
Activity Center	40	people
Spa Treatment	12	people
Spa Pools	50	people
Swimming Pools	400	people
Golf Club Lounge	20	people
Golf Course	88	people
Amphitheater	100	people
Employees	25	employees

15 for Crater only + 25 for Wasatch Excursions

88 people 18 groups of 4 plus 4 groups warming up
100 people Based on maximum capacity of previous concerts
25 employees Esimated employees during peak evening hour

### RESORT PARKING DEMAND

- Seasonal Variations

Peak use of recreation facilities occurs during summer period

- Time of Peak Use

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

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

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

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

Swimming pool demand on 75% during evening peak period.

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

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

- Shared Parking

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

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

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

#### Sources

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

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

			Park	ing Standard	Parking Space	Peak Day	Peak Hour	Factor for	Required	
Use	Quantity	Unit	Quantity	Unit	Subtotal	Factor	Factor	Hotel Parking	Spaces	
Estate Homes	5	lots	2	per unit	10	0.84	0.95	1.00	8	Midway Code 16.13.39.A.1
Existing Guest Rooms	125	rooms	1	per unit	125	0.84	0.95	1.00	100	Midway Code 16.13.39.A.4
New Guest Rooms	49	rooms	1	per unit	49	0.84	0.95	1.00	39	Midway Code 16.13.39.A.4
Event Barn	300	people	1	per 2 people	150	1.00	0.95	0.40	57	Midway Code 16.13.39.A.5
Center House Ballroom	175	people	1	per 2 people	88	1.00	0.50	0.40	18	Midway Code 16.13.39.A.5
Center House Restaurant and Bar	172	people	1	per 2 people	86	1.00	0.50	0.40	17	See Note 1.
Golf Grill	58	people	1	per 2 people	29	1.00	1.00	0.40	12	See Note 1.
Pizza Farm	52	people	1	per 2 people	26	1.00	1.00	0.40	10	See Note 1.
Activity Center	40	people	1	per 2 people	20	1.00	0.75	0.40	6	Midway Code 16.13.39.A.5
Spa Treatment	12	people	1	per 2 people	6	1.00	0.75	0.40	2	Midway Code 16.13.39.A.5
Spa Pools	50	people	1	per 2 people	25	1.00	0.75	0.40	8	Midway Code 16.13.39.A.5
Swimming Pools	400	people	1	per 2 people	200	1.00	0.75	0.40	60	Midway Code 16.13.39.A.5
Golf Club Lounge	20	people	1	per 2 people	10	1.00	0.75	0.40	3	Midway Code 16.13.39.A.5
Golf Course	88	people	1	per 2 people	44	1.00	0.75	0.40	13	Midway Code 16.13.39.A.5
Amphitheater	100	people	1	per 4 people	25	1.00	1.00	0.40	10	Midway Code 16.13.39.A.7
Employees	25	employees	1	per employee	25	1.00	1.00	1.00	25	Midway Code 16.13.39.A.4

Total Parking Spaces Required for Resort 387

Total Parking Spaces in Master Plan 428

#### Notes:

- 1. Section 16.13.39 of the Midway City Zoning Ordinance requires 1 parking space per 250 sq. feet for restaurants.

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