



PLANNING COMMISSION MEETING STAFF REPORT

DATE OF MEETING: March 12, 2024
NAME OF PROJECT: The Homestead Resort
NAME OF APPLICANT: The Homestead Group, LLC
AUTHORIZED REPRESENTATIVE: Berg Engineering
AGENDA ITEM: Master Plan 3rd Amendment
LOCATION OF ITEM: 700 North Homestead Drive
ZONING DESIGNATION: Resort Zone (RZ)

ITEM: 2

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LAND USE SUMMARY:

- 72.01 acres
- Resort Zone (RZ)

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

ANALYSIS:

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

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

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

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

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

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

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

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

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

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

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

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

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

ITEMS FOR THE CITY TO CONSIDER:

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

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

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

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

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

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

VISUAL AND ARCHITECTURAL COMMITTEE RECOMMENDATION:

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

WATER BOARD RECOMMENDATION:

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

POSSIBLE FINDINGS:

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

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

ALTERNATIVE ACTIONS:

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

PROPOSED CONDITIONS:

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

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

Midway City Corporation

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



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

The Homestead Master Plan Update

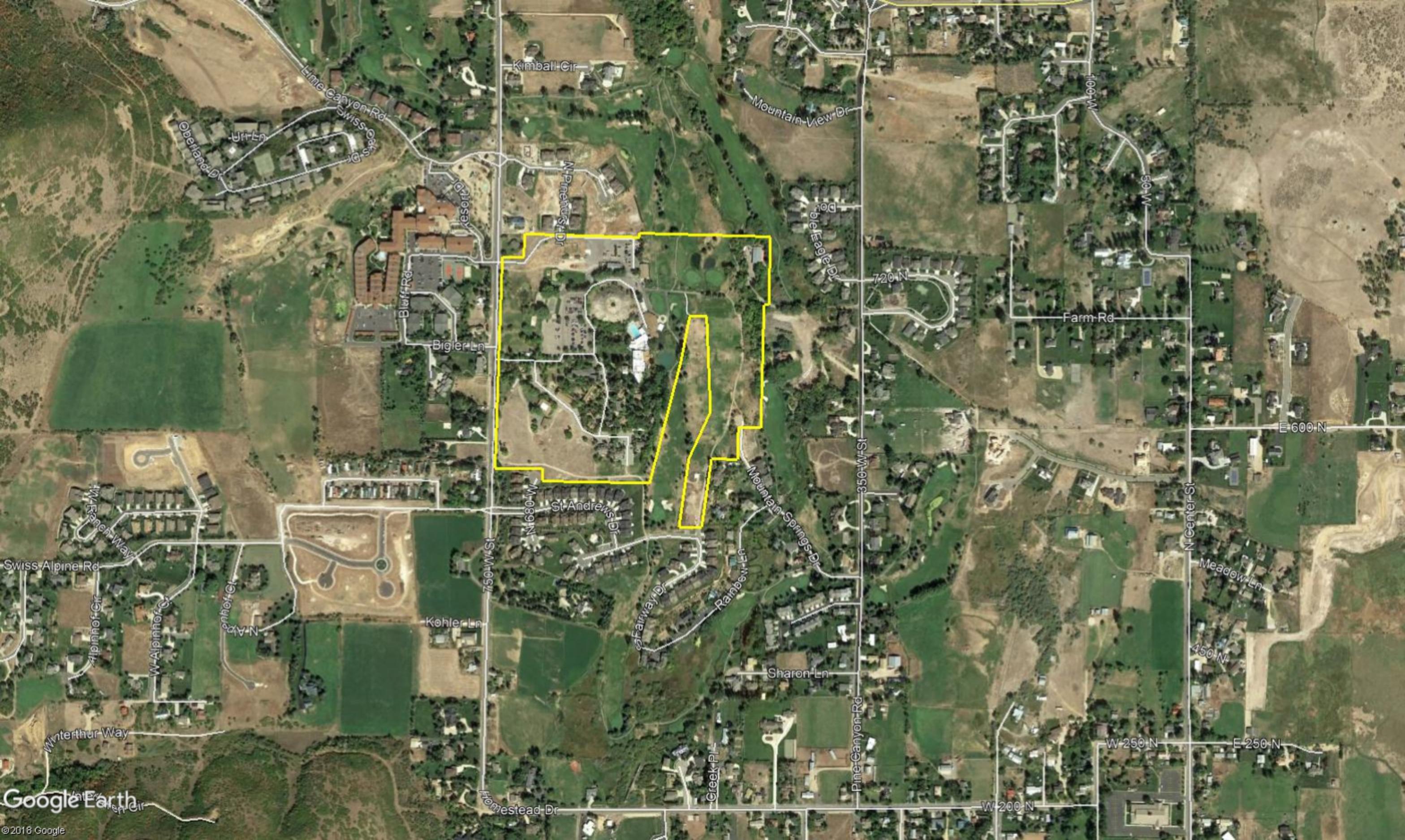
February 5, 2024

Michael Henke Midway City Planning Director,

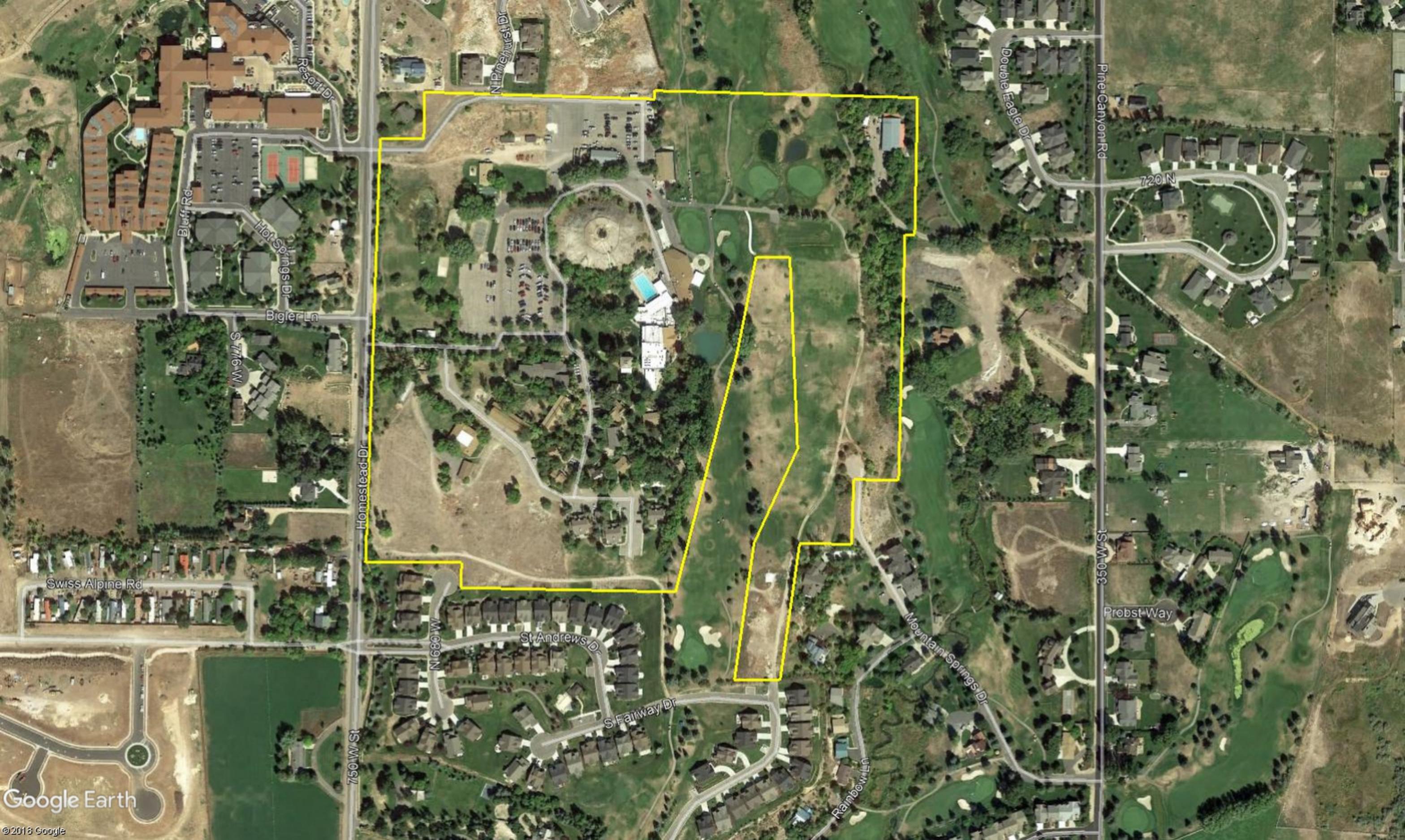
I have reviewed the new master plan for The Homestead for compliance with the 2021 International Fire Code (2021 IFC). At the time I don't have any 2021 IFC fire code concerns with the proposed plan, including Appendix D for fire apparatus access. I will do another review for fire code compliance at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



Tex R. Couch CBO/MCP
Midway City Building Official/Fire Marshal
75 West 100 North
Midway, Utah 84049
tcouch@midwaycityut.org
(435)654-3223 Ext. 107



Kimball Cir
Mountain View Dr
100 W
M-65
Farm Rd
E 600 N
720 N
Bluff Rd
Bigler Ln
N Pine St Dr
Doleapple Dr
St Andrews Dr
Mountain Springs Dr
350 W St
N Center St
Meadow Ln
450 N
E 250 N
W 250 N
W 200 N
Homestead Dr
Creek Pl
Pine Canyon Rd
Sharon Ln
Rainbow Ln
Farway Dr
Kohler Ln
N 689 N
750 W St
N Alpine Cir
W Alpine Cir
N Alpine Cir
Winterthur Way
Swiss Alpine Rd
W Renner Way
Oberland Dr
Lime Canyon Rd
Swiss Oaks Dr
Urr Ln



750 W St

Homeslead Dr

Bluff Rd

Hot Springs Dr

Bigler Ln

S 716 W

Swiss Alpine Rd

N 680 W

St Andrews Dr

S Fairway Dr

Rainbow Ln

Mountain Springs Dr

350 W St

Probst Way

Double Eagle Dr

Pine Canyon Rd

720 N

N Pinehurst Dr

Resort Dr

HOMESTEAD

March 1, 2024

Parcel: 00-0006-2518

PO BOX 277
MIDWAY, UT 84049-0000

Dear Neighbor,

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

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

Regards,

The Homestead

EXHIBIT B-1 (2021 MASTER PLAN)



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



0 50 100 200 300
SCALE: 1"=100'
 Scale 1" = 200' for 11x17

SHAKESPEARE-THE HOMESTEAD
 2024 MASTER PLAN AMENDMENT

2021 APPROVED MASTER PLAN



DESIGN BY: PDB DATE: 28 FEB 2024 SHEET
 DRAWN BY: DEJ REV: 1

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PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 28 FEB 2024

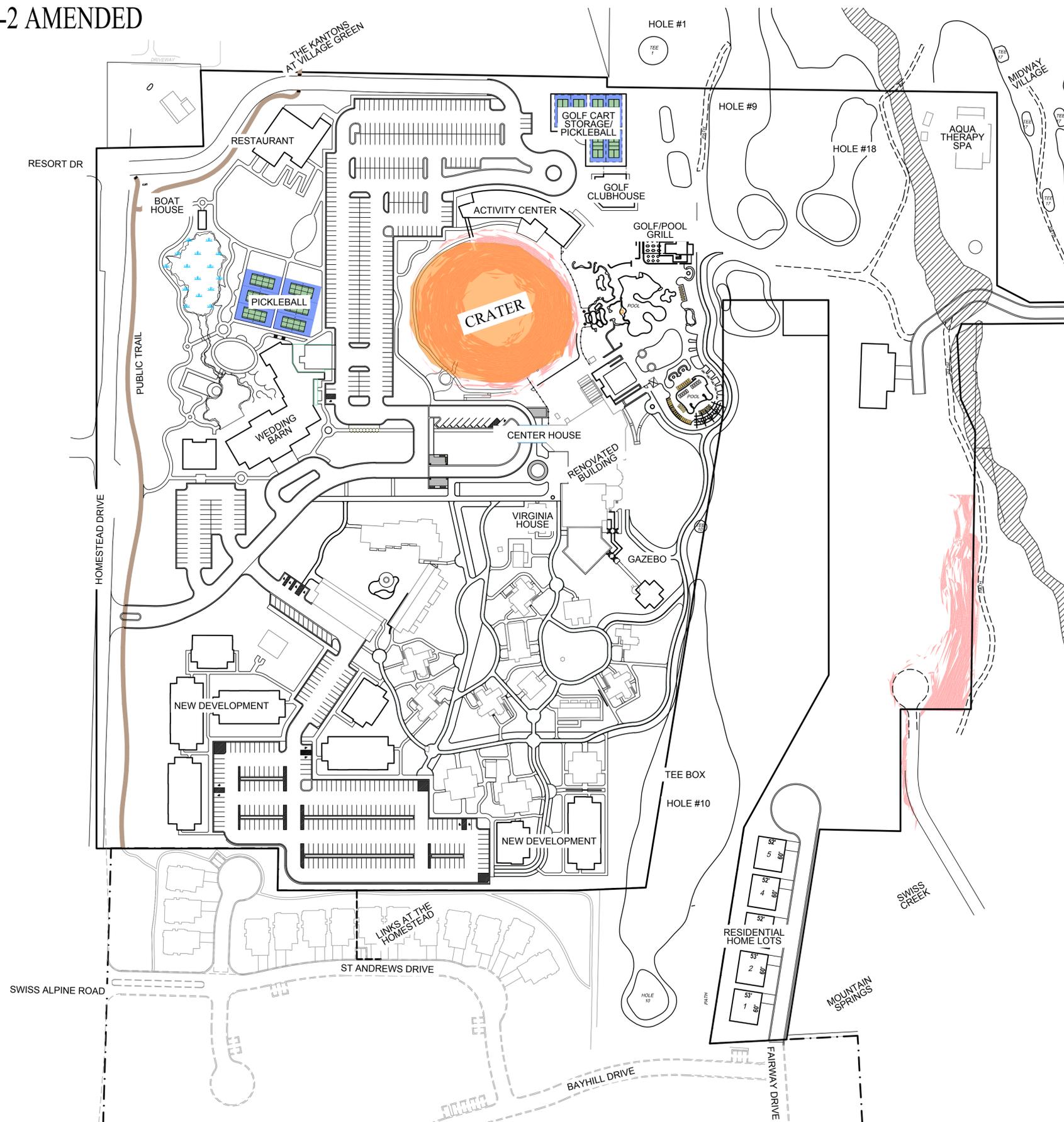
HOMESTEAD RESORT | PRELIMINARY PLAN | SITE CONCEPT

JANUARY 4, 2021

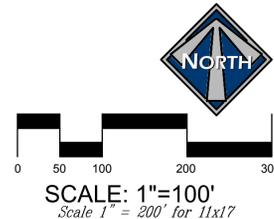
FFKR | LANDSCAPE & PLANNING

UTA, UNIVERSITY OF UTAH, 2021. FROM: SHAKESPEARE-THE HOMESTEAD, PRELIMINARY MASTER PLAN AMENDMENT, RESOLUTION 2021-02, APPROVED MASTER PLAN, 2021. PUBLISHED BY: FFKR.

EXHIBIT B-2 AMENDED



- LEGEND:**
- WETLANDS
 - HOT POT - MAJOR GEOLOGIC FEATURE
 - SLOPES >25%
 - FEMA 100 YEAR Flood Plain



SHAKESPEARE-THE HOMESTEAD
2024 MASTER PLAN AMENDMENT

SITE PLAN WITH
SENSITIVE LANDS

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

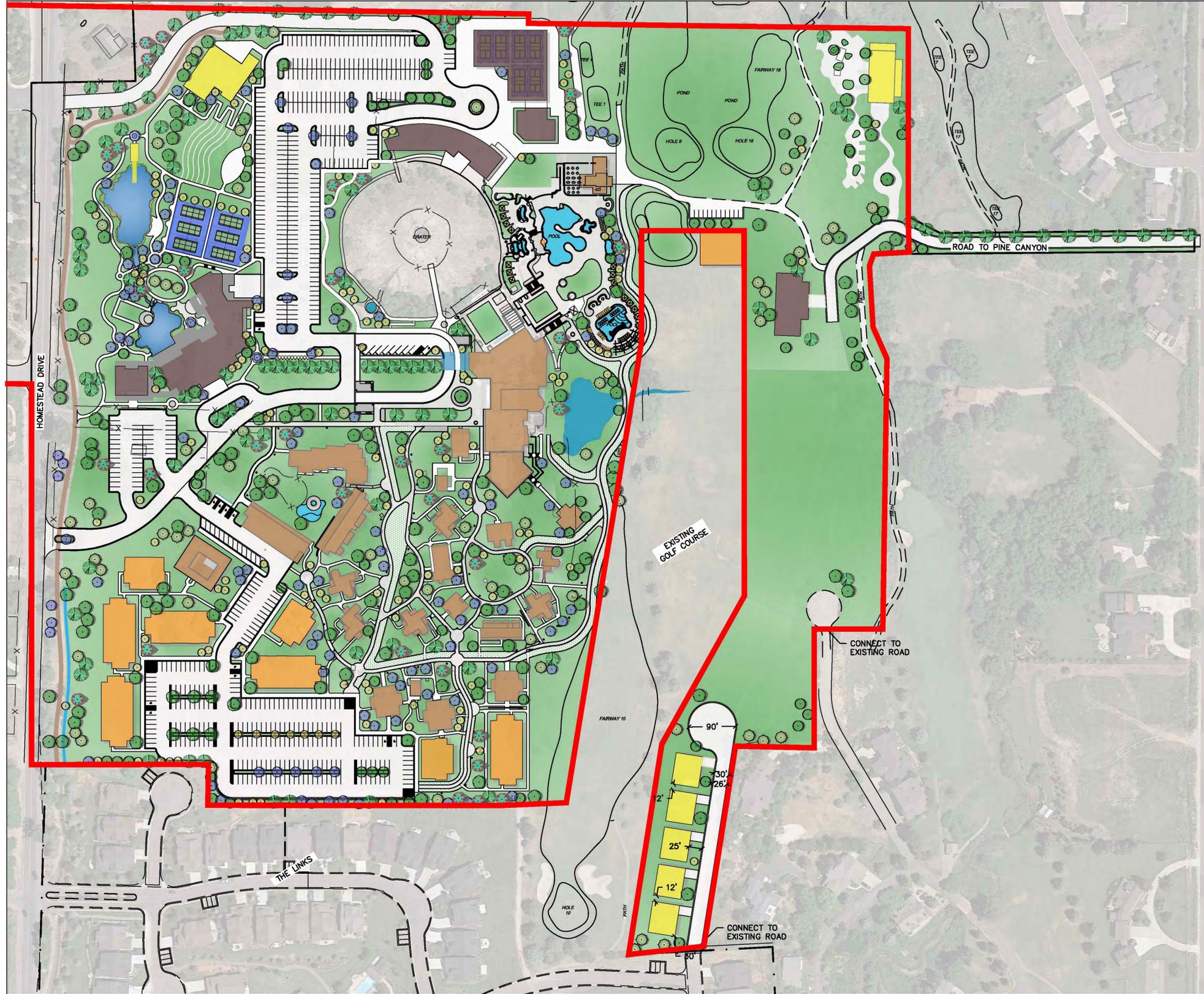
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DRAWN BY: DEJ REV:

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 User: paul

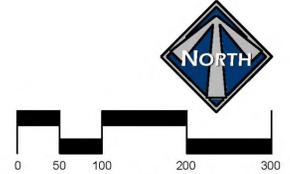
EXHIBIT B-3 AMENDED



LEGEND

█ RECREATIONAL RESORT ZONE BOUNDARY (RZ)

WITH UNIVERSITY OF UTAH ARCHITECTURAL RECORDS, SHAKESPEARE-THE HOMESTEAD, 2024. DESIGN: SHAKESPEARE-THE HOMESTEAD, 2024. DESIGNER: PAUL D. BERG, P.E. DATE: 28 FEB 2024. DRAWN BY: PAUL D. BERG, P.E. DATE: 28 FEB 2024.



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

SHAKESPEARE-THE HOMESTEAD
2024 MASTER PLAN AMENDMENT

RECREATIONAL RESORT
ZONE BOUNDARY

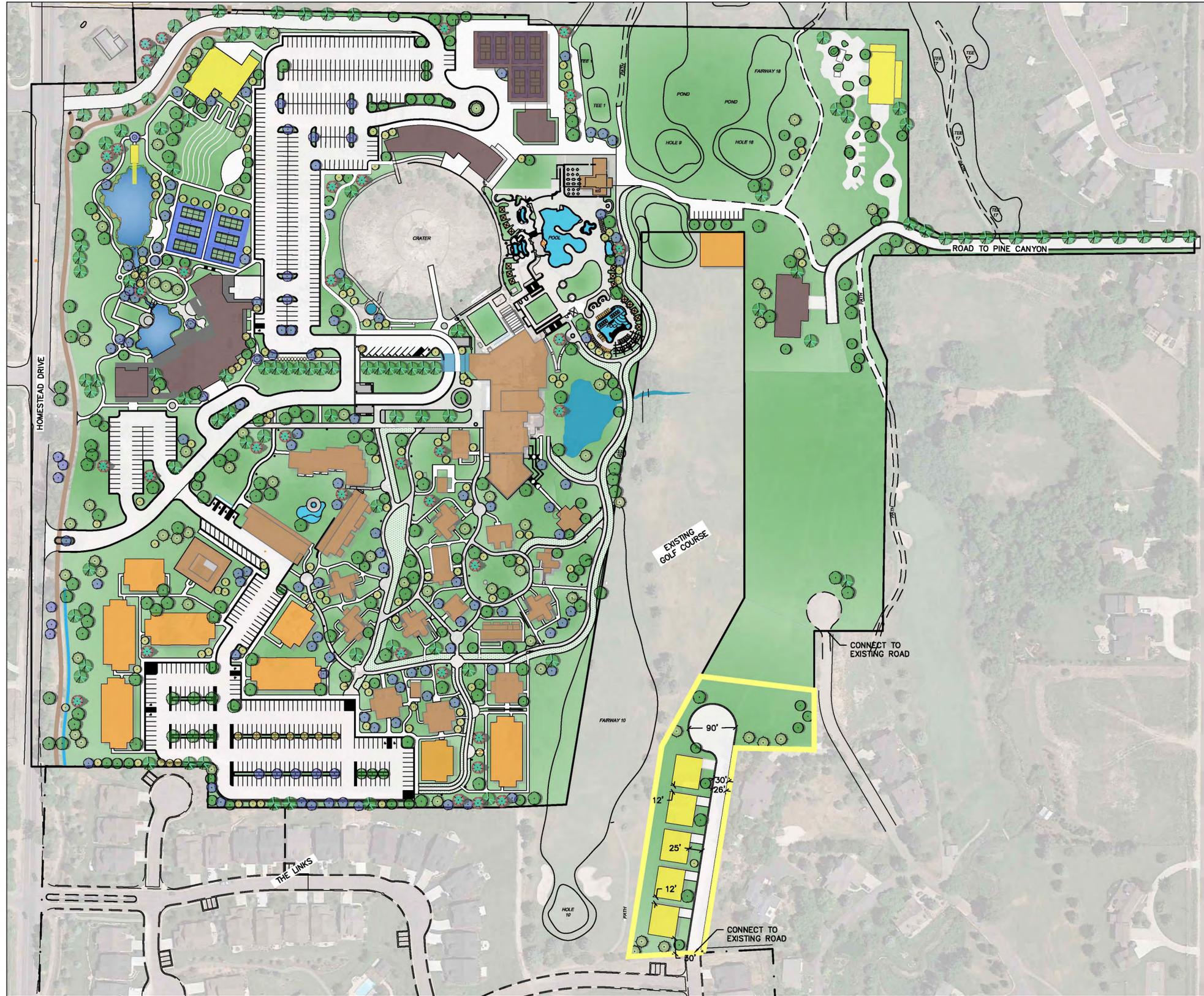
BERG ENGINEERING
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DESIGN BY: PDB DATE: 28 FEB 2024 SHEET
DRAWN BY: DEJ REV: 4

EXHIBIT B-4 AMENDED



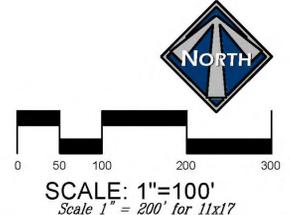
LEGEND
 GOLF COURSE COTTAGES AREA

	UNITS	AREA	ACCESSES
APPROVED MASTER PLAN	5	3.61 AC	1
AMENDED MASTER PLAN	5	2.04 AC	1

UTA UNIVERSITY (SHAKESPEARE-THE HOMESTEAD) 2024 Golf Course Cottages Plan Amendment
 The name of SHAKESPEARE-THE HOMESTEAD GOLF COURSE COTTAGES was established by Paul

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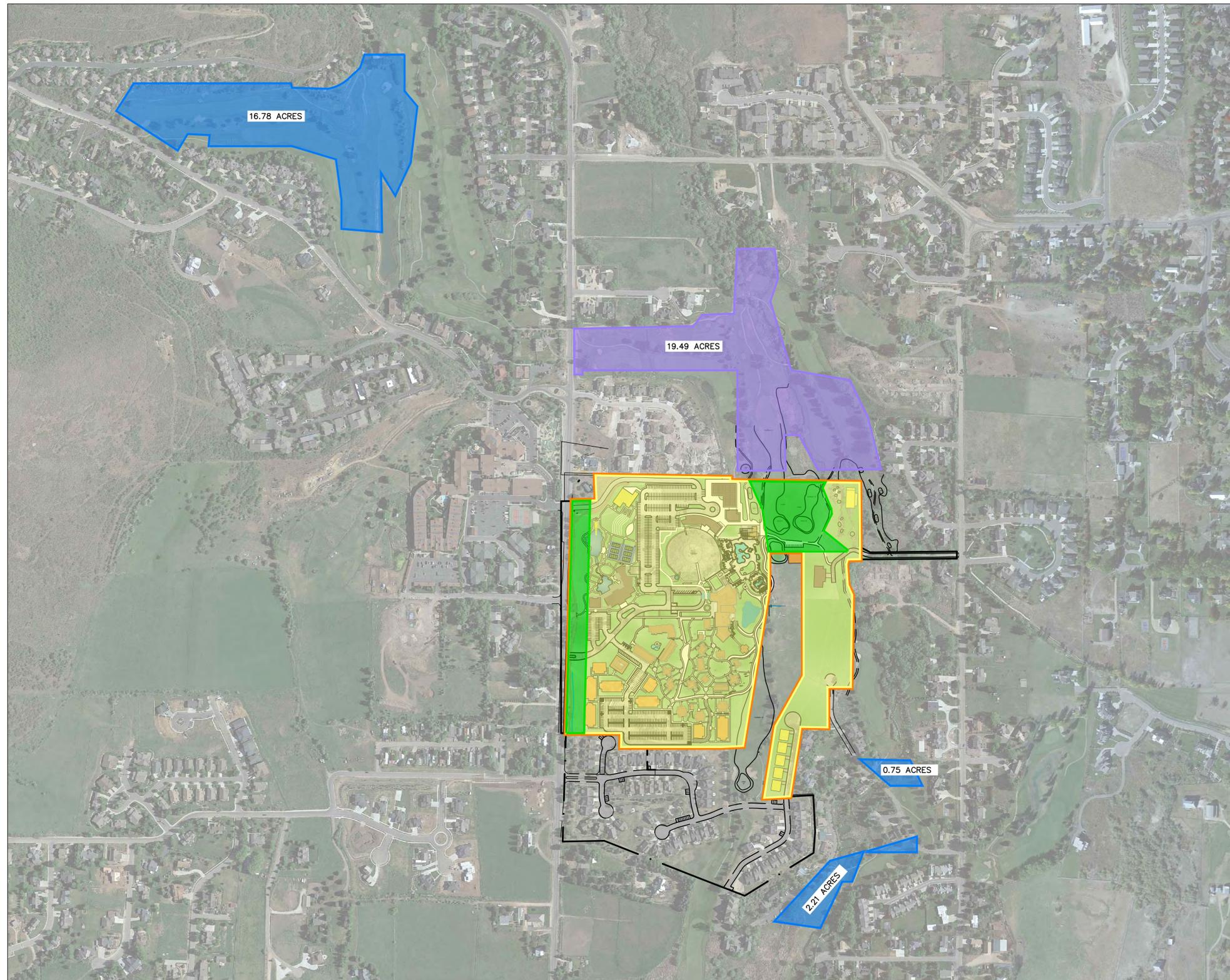
SHAKESPEARE-THE HOMESTEAD
 2024 MASTER PLAN AMENDMENT

GOLF COURSE COTTAGES



DESIGN BY: PDB DATE: 28 FEB 2024 SHEET
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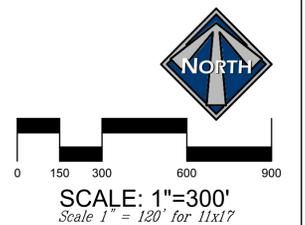
EXHIBIT H AMENDED



- LEGEND**
- RESORT CORE: 50.57 ACRES
 - DEVELOPABLE AREA IN RESORT CORE: 39.94 ACRES
 - PERMANENT OPEN SPACE IN RESORT CORE: 6.49 ACRES
 - GOLF COURSE AREA OWNED BY THE HOMESTEAD THAT IS NOT IN THE MASTER PLAN: 19.49 ACRES
 - GOLF COURSE OPEN SPACE IN MASTER PLAN: 19.74 ACRES

\Users\p\Documents\Projects\2024\2024_Sharespeare_Maestic_Plan_Amendment\Bldg\2024_Sharespeare_Resort_Open_Space.dwg | Plot date: February 26, 2024 | Printed by Paul

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SHAKESPEARE-THE HOMESTEAD
 2024 MASTER PLAN AMENDMENT

HOMESTEAD RESORT
 OPEN SPACE



DESIGN BY: PDB	DATE: 28 FEB 2024	SHEET
DRAWN BY: DEJ	REV:	7

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

THIS **THIRD** AMENDMENT TO THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT (the “**Third Amendment**”) is entered into effective as of the ____ day of _____, 2024 (the “**Third 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**”) and as amended by the **Second Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement signed March 25, 2021 (see Resolution 2021-02)**.

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

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

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

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

F. **The Third Amendment replaces the Second Amendment to The Homestead Renovation and Expansion Master Plan Development Agreement.**

AMENDMENTS

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

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

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

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

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

a. **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.

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

iii. **Trails.** **The Homestead Drive trail is scheduled to be completed during the Summer of 2024. The Fifty Thousand Dollar (\$50,000.00) payment from The Homestead to Midway City to help further the trails master plan per the Second Amendment was paid on July 3, 2023.**

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

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

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

c. Developer shall be allowed to build one building that is 40’ feet tall, measured from natural grade, within 500’ feet of Homestead Drive. This building shall be known as the “Wedding Barn” and shall have a setback of approximately 100’ from the right-of-way line from Homestead Drive. The City Council and the VAC have reviewed this issue and agree that the 40’ height is acceptable based on the following: the distance from Homestead Drive, elevation drop from Homestead Drive to the location of the Wedding Barn, and that the location of the Wedding Barn does not greatly impact views of the Mound from Homestead Drive. Based on the foregoing, City shall permit construction of the Wedding Barn but shall also require that the Wedding Barn be taken through preliminary and final approval.

e. Project Plans. The Projects Plans set forth in Subsection (9) that were originally attached to and incorporated in the Development Agreement as Exhibits are amended with the following Exhibits that are attached to this ~~Third~~ ~~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 - Amended
 - (2) Existing Conditions/Sensitive Lands Map
 - (3) Land Use Plan - Amended
 - (4) Golf Course Cottages - Amended
- c. Exhibit C – Resort Core Designations - Amended
- d. Exhibit D – Copy of Kantons Easement
- e. Exhibit E – Existing Infrastructure of the Mound
- f. Exhibit F – Quitclaim Deed (for portion of trail along Homestead Drive)
- g. Exhibit G – Water Rights - Amended
- h. Exhibit H – Open Space Designation - Amended
- i. Exhibit I – Operations Plan for Resort (as long as the Resort is owned by one owner this shall not be required but if multiple owners own the Resort in the future, Developer shall comply with Section 3.1(b)(7) of the Development Agreement)
- j. Exhibit J – Parking Plan – Amended (showing running total required for parking in each phase, demonstrating parking based on square footage which complies with the 2006 Code, and a disclosure that applicant understands that should any additional density be requested in the future (i.e. additional square footage) additional parking shall be required as well)

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

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

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

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

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

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

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

(15) **Public Participation Meeting:** Developer held a public participation meeting May 2020 and March 2024, as required by the ordinance for master plan applications. This requirement was to give the Developer an opportunity to present the development to the surrounding residents of the proposed development, which has been complied with.

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

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

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

(d) **Building Permits – Renovations of Existing Buildings.** 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) **Building Permits – Alteration of Use or Expansion of Existing Facilities.** The parties recognize that the following alterations expand the size of the facility or alter the nature of the use of the facility, and as such, will need to be analyzed at the time each building permit is pulled to address issues regarding water, parking, and architectural review. The parties agree that these issues will be addressed in the building permit process, and that the Developer will not be required to submit any additional preliminary and/or final plat documents to obtain the issuance of a building permit for the renovations/alterations below, but will be required to submit documentation acceptable to the City Planner and City Engineer regarding water, parking, and architectural review:

- (1) Golf course clubhouse and cart barn improvements.
- (2) Indoor and outdoor swimming pools improvements and/or replacements.
- (3) Activities center improvements and/or replacements.
- (4) Poolside grill. (Completed in 2023)
- (5) Relocation of existing back-of-house operations to current cart barn.
- (6) Conversion of current golf maintenance building to a spa building.
- (7) Conversion of the Milk House building into an ice cream shop.
(Completed in 2023)

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

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

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

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

If to City:

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

If to Developer:

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

With copy to:

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

With copy to:

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

6. **Confirmation.** Except as amended and revised by this **Third 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 **Third Second** Amendment and the Development Agreement, this **Third Second** Amendment shall control. This **Third Second** Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

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

[Signatures and Acknowledgments Follow]

DEVELOPER:

THE HOMESTEAD GROUP, LLC,
a Utah limited liability company

By: _____
Name: Scott Jones
Its: Manager

STATE OF UTAH)
 ss
COUNTY OF _____)

On this _____ day of _____, 2024, before me personally appeared Scott Jones, personally known to me or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the foregoing document, as the Manager of THE HOMESTEAD GROUP, LLC, a Utah limited liability company.

Notary Public

CITY:

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

By: _____
Name: Celeste Johnson
Its: Mayor

ATTEST:

By: _____
Brad Wilson, City Recorder

STATE OF UTAH)
 ss
COUNTY OF WASATCH)

On this _____ day of _____, 2024, before me personally appeared Celeste Johnson and Brad Wilson, personally known to me or whose identities were proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and who acknowledged that they signed the foregoing document as Mayor and City Recorder, respectively, of CITY OF MIDWAY, a political subdivision of the State of Utah.

Notary Public

[ATTACH EXHIBITS]

LEGEND

⊕	TELEPHONE FEEDER	⊕	FOUND SECTION CORNER
⊖	TELEPHONE SERVICE	⊖	FOUND QUARTER CORNER
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⊗	TELEPHONE MANHOLE	⊗	FOUND IRON NAIL
⊘	ELECTRICAL FEEDER	⊘	FOUND IRON AND COP
⊚	ELECTRICAL SERVICE	⊚	FOUND IRON AND JACK
⊛	ELECTRICAL METER	⊛	FOUND IRON NAIL
⊜	ELECTRICAL SERVICE	⊜	FOUND SCREWED "X"
⊝	CITY FEEDER	⊝	FOUND CONTROL POINT
⊞	GAS METER	⊞	FOUND IRON W/ MARKER
⊟	GAS SERVICE	⊟	FOUND BENCH MARK
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⊿	WATER METER	⊿	
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⊡	WATER METER	⊡	
⊢	WATER SERVICE	⊢	
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⊤	WATER SERVICE	⊤	
⊥	WATER METER	⊥	
⊦	WATER SERVICE	⊦	
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⊼	WATER SERVICE	⊼	
⊽	WATER METER	⊽	
⊾	WATER SERVICE	⊾	

EXHIBIT B-0



HOMESTEAD RESORT | CONTEXT AERIAL

JANUARY 4, 2021

LloydArchitects
SEATTLE, WA | PORTLAND, OR | DENVER, CO

FFKR | LANDSCAPE & PLANNING

EXHIBIT B-1 (2021 MASTER PLAN)



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



0 50 100 200 300
SCALE: 1"=100'
 Scale 1" = 200' for 11x17

SHAKESPEARE-THE HOMESTEAD
 2024 MASTER PLAN AMENDMENT

2021 APPROVED MASTER PLAN



DESIGN BY: PDB DATE: 28 FEB 2024 SHEET
 DRAWN BY: DEJ REV: 1

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 PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 28 FEB 2024

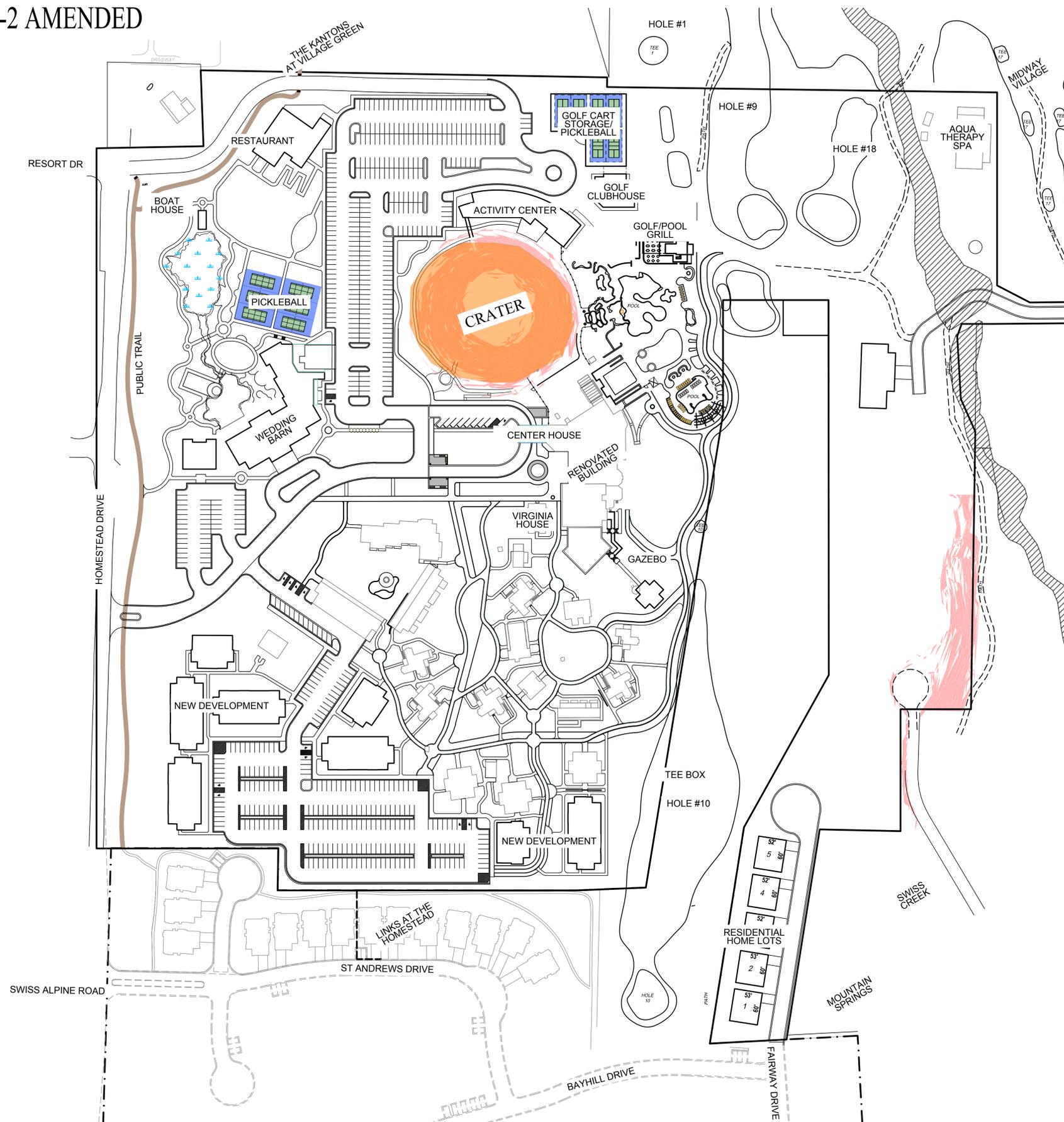
HOMESTEAD RESORT | PRELIMINARY PLAN | SITE CONCEPT

JANUARY 4, 2021

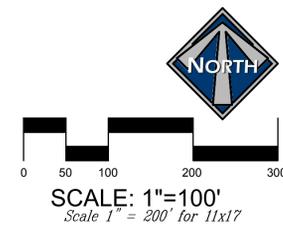
FFKR | LANDSCAPE & PLANNING

UTAH LANDSCAPE ARCHITECTURE BOARD (LAP) License No. 2021-02 Approved Master Plan Amendment
 Resolution 2021-02 Approved Master Plan Amendment
 Approved: February 28, 2024
 Paul D. Berg, P.E.

EXHIBIT B-2 AMENDED



- LEGEND:**
- WETLANDS
 - HOT POT - MAJOR GEOLOGIC FEATURE
 - SLOPES >25%
 - FEMA 100 YEAR Flood Plain



SHAKESPEARE-THE HOMESTEAD
2024 MASTER PLAN AMENDMENT

SITE PLAN WITH
SENSITIVE LANDS

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

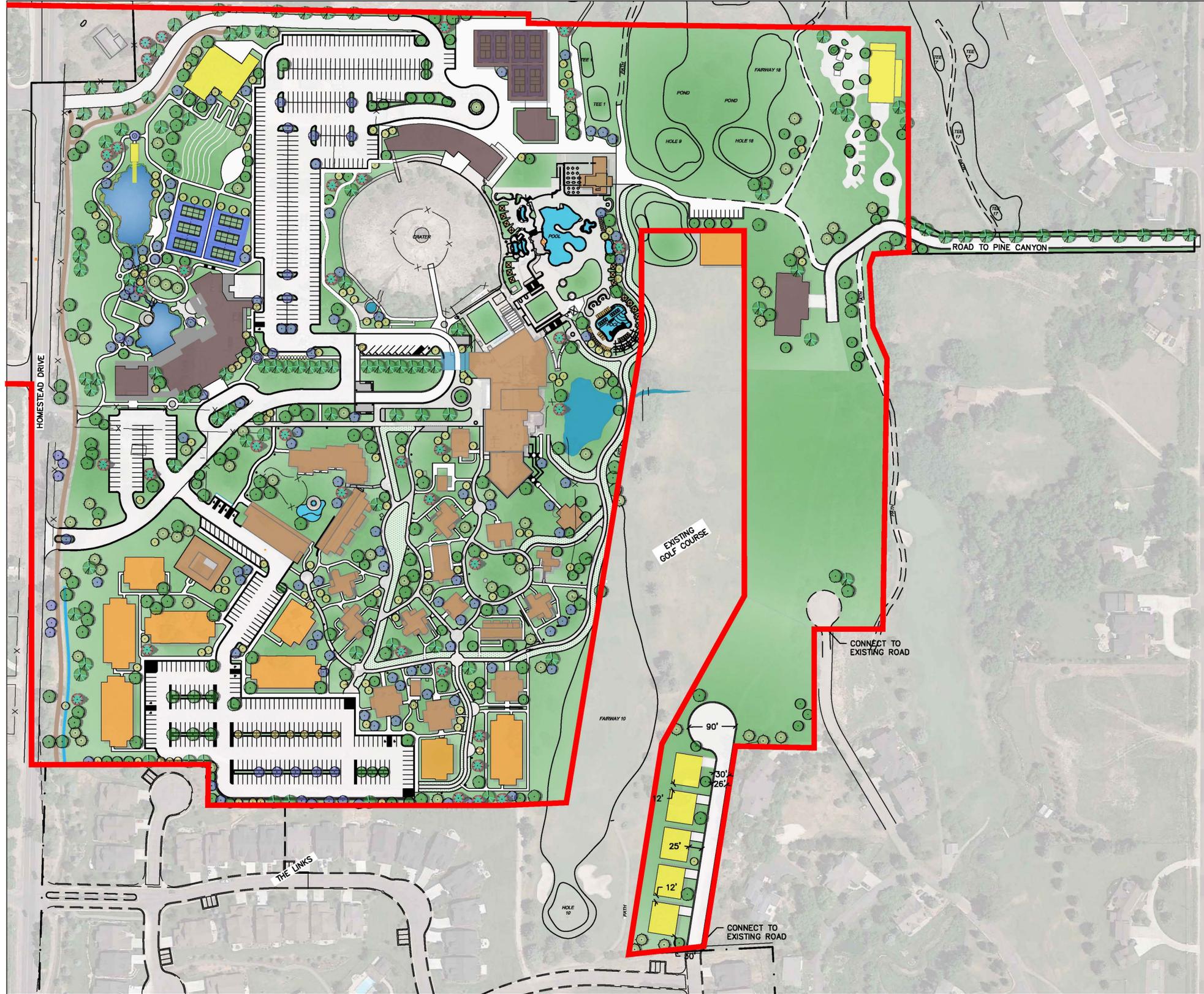
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DRAWN BY: DEJ REV: 3

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SERIAL NO. 295595
DATE: 28 FEB 2024

U:\Projects\Shakespeare\2024\2024_Sensitive_Lands_Plan_Amendment\11.11.2024\11.11.2024_Sensitive_Lands_Plan_Amendment.dwg
 Date: 11/11/2024 11:11:11 AM
 User: pauldberg

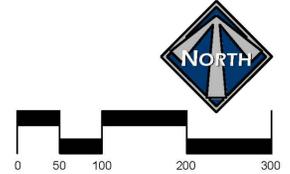
EXHIBIT B-3 AMENDED



LEGEND

█ RECREATIONAL RESORT ZONE BOUNDARY (RZ)

\Users\pber\OneDrive\Documents\2024\Shakespeare-The Homestead\2024 Master Plan Amendment\2024 Recreational Resort Zone Boundary.dwg | Plot Date: February 28, 2024 | Printed by Paul D. Berg



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

SHAKESPEARE-THE HOMESTEAD
2024 MASTER PLAN AMENDMENT

RECREATIONAL RESORT
ZONE BOUNDARY

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

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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 28 FEB 2024

DESIGN BY: PDB DATE: 28 FEB 2024 SHEET
DRAWN BY: DEJ REV: 4

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:

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

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.

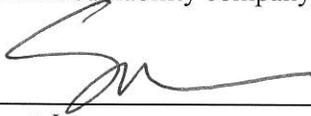
- F. **Irrigation Lines:** There are several irrigation lines owned by Grantor that run into the Property being deeded to Grantee. Grantor shall remove these lines at its own cost prior to Grantee building the Trail.
- G. **Utility Easements:** There are also several main utility lines that run from 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 25 day of March, 2021.

[Signatures and Acknowledgments Follow]

SIGNATURE PAGE
TO
QUITCLAIM DEED

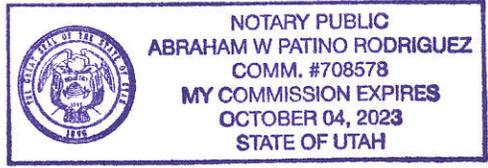
THE HOMESTEAD GROUP, LLC,
a Utah limited liability company



By: Scott Jones
Its: Manager

STATE OF UTAH)
) ss
COUNTY OF Wasatch

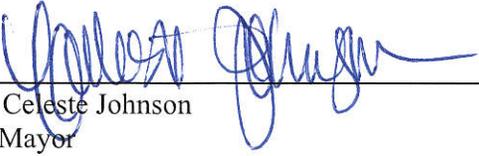
Acknowledged before me this 25 day of March, 2021, by Scott Jones, Manager of THE HOMESTEAD GROUP, LLC, a Utah limited liability company


NOTARY 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:

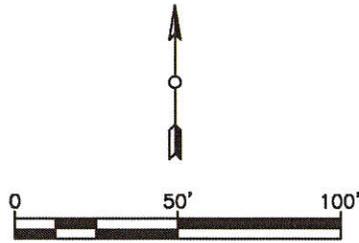
STATE OF UTAH)
) ss
COUNTY OF Wasatch

Acknowledged before me this 13 day of March, 2021, by Celeste Johnson, Mayor of MIDWAY CITY, a Utah municipal corporation.



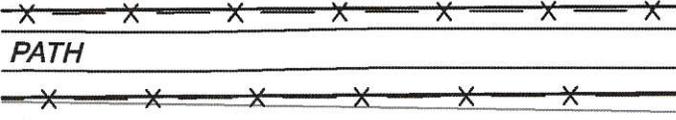


NOTARY PUBLIC



KIMBALL ESTATES PLAT A AME/
ENTRY NO. 194151

LOT 1

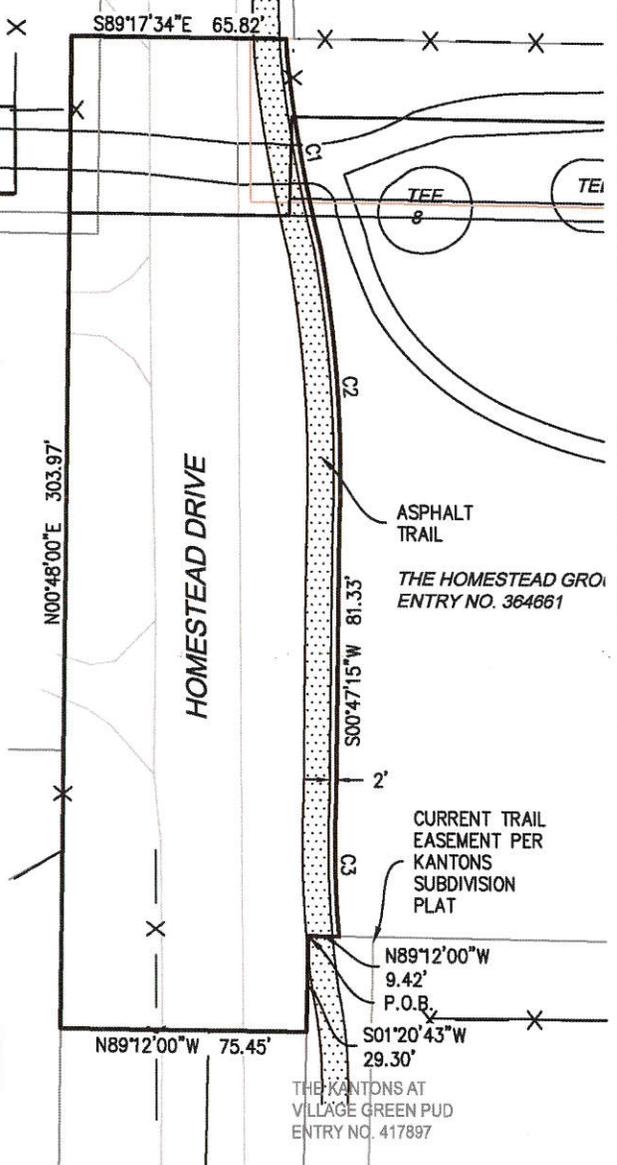


PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF THE KANTONS AT VILLAGE GREEN PUD, OF OFFICIAL WASATCH COUNTY RECORDS (ENTRY NO. 417897), SAID POINT BEING EAST 1011.78 FEET AND S00°48'00"W 873.04 FEET AND S89°12'00"E 75.45 FEET AND N01°20'43"E 29.30 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;
AND RUNNING THENCE S01°20'43"W 29.30 FEET ALONG SAID KANTONS SUBDIVISION; THENCE N89°12'00"W 75.45 FEET; THENCE N00°48'00"E 303.97 FEET; THENCE S89°17'34"E 65.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 431.57 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S84°48'16"W; THENCE 51.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°48'43", WITH A CHORD BEARING AND DISTANCE OF S08°36'06"E 51.28 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 398.00 FEET; THENCE 88.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'43", WITH A CHORD BEARING AND DISTANCE OF S05°36'36"E 88.70 FEET; THENCE S00°47'15"W 105.90 FEET; TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 315.00 FEET; THENCE 30.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°29'30", WITH A CHORD BEARING AND DISTANCE OF S01°57'30"E 30.18 FEET TO THE NORTH LINE OF SAID KANTONS SUBDIVISION; THENCE N89°12'00"W 9.60 FEET ALONG SAID KANTONS SUBDIVISION TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.556 ACRES.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	431.57'	58.50'	7°46'01"	58.46'	S09°55'49"E
C2	397.90'	86.31'	12°25'42"	86.14'	S03°38'53"E
C3	316.57'	43.81'	7°55'48"	43.78'	S00°52'06"E



PROJECT: L20-117	DATE: 01/04/21	PROJECT: HOMESTEAD TO MIDWAY CITY
SHEET: 1 OF 1	DRAWN BY: KMB	EXHIBIT NAME: EXHIBIT 'A'

55 WEST CENTER
P.O. BOX 176
HEBER CITY, UT 84033

P: 435.854.9229
F: 435.854.9231

Summit Engineering Group Inc.
Structural • Civil • Surveying

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

EXHIBIT G - AMENDED

The Homestead 2024 Amended Resort Master Plan Additional Water Right Calculations

February 27, 2024

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

Project Information

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

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

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

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

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

The new master plan will irrigated an additional 2.40 acres.

The existing site has 0.72 acres of ponds.

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

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

Table 1 - Water Use Requirements

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

Table 2 - Change in Water Uses at The Homestead

Use	Quantity	Unit	Comments
Existing units to be removed	-12	units	Only 12 existing units to be removed, 125 of the existing 137 units will remain.
Irrigated area added to resort	2.40	acres	less than previous plan (4.61 acres) due to additional parking and buildings
Pond area added to resort	0.11	acres	Previous master plan had 0.07 acres
Residential homes	5	homes	Previous master plan had 5 homes
New guest condo units	68	units	3 - 6 unit building, 5 - 10 unit building (Previously 49 units).
Additional restaurants seating	130	seats	See note 4.
Additional restaurant (Milk House)	35	seats	Based on occupancy calculations on building permit plans.
Additional swimming pool capacity	206	person	See note 1.
Retail and commercial	2	toilet	Additional mens and womens toilet stalls in commercial and amenity areas
Wedding Barn	300	person	Conference Center removed. (Previously 864 persons)
Spa	50	person	
Activity Center	40	person	

Table 3 - Additional Water Needs for The Homestead Resort

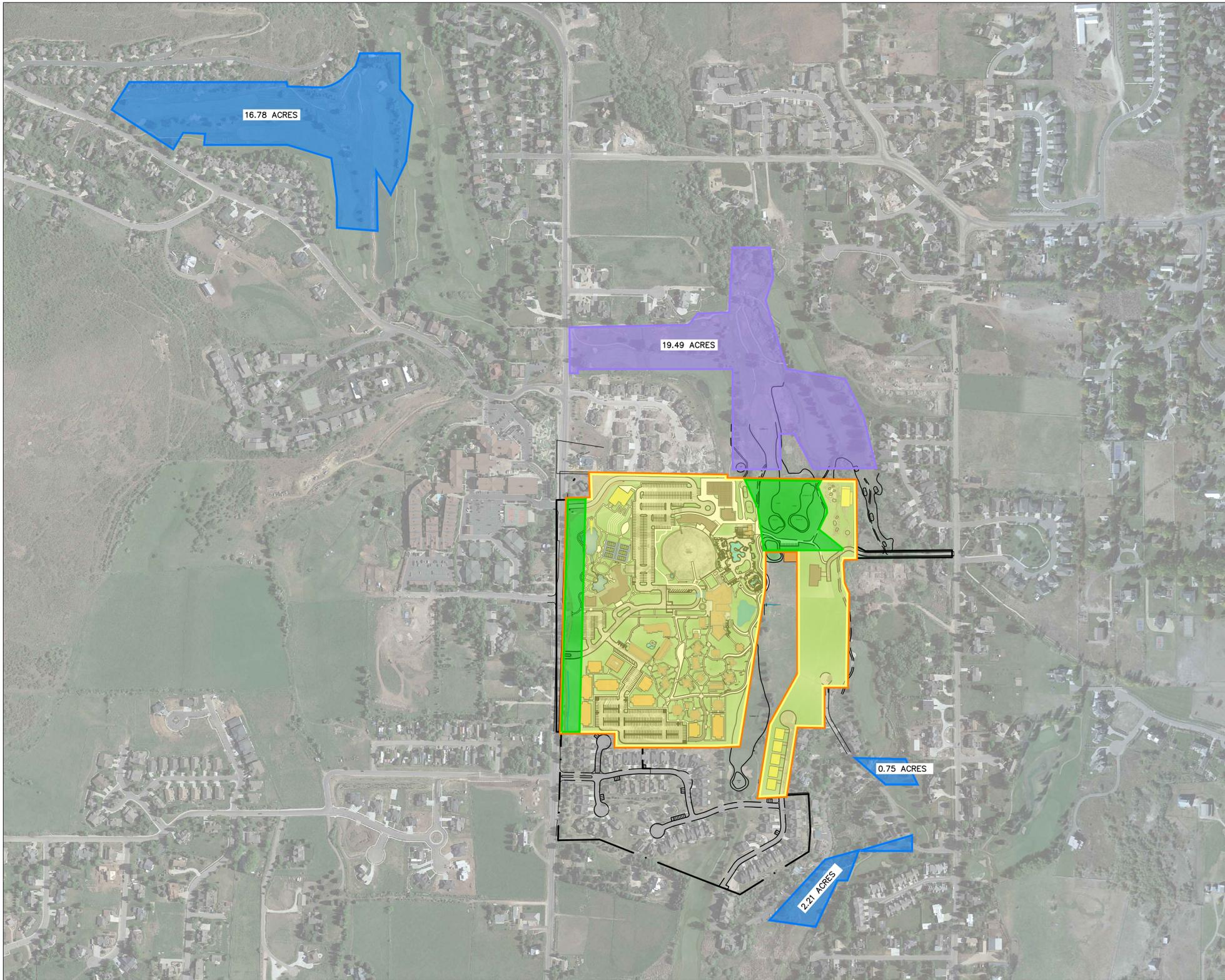
Use	Project Quantity	Unit	Water Requirement with Return Flow	Unit	Total (acre-feet)
Credit for removed hotel units	12	units	-0.30	acre-feet/unit	-3.60
Irrigated area added to resort	2.40	acres	3.00	acre-feet/acre	7.20
Pond area added to resort	0.11	acres	3.00	acre-feet/acre	0.33
Residential homes	5	homes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

87.48 acre-feet

Notes:

- 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-foot 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.
- 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.
- Per the building permit application the Milk House food and beverage outlet has a occupancy of 35 people.

EXHIBIT H AMENDED

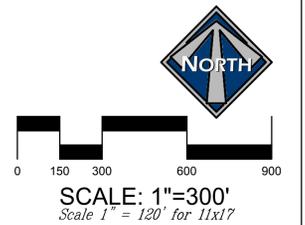


LEGEND

- RESORT CORE: 50.57 ACRES
- DEVELOPABLE AREA IN RESORT CORE: 39.94 ACRES
- PERMANENT OPEN SPACE IN RESORT CORE: 6.49 ACRES
- GOLF COURSE AREA OWNED BY THE HOMESTEAD THAT IS NOT IN THE MASTER PLAN: 19.49 ACRES
- GOLF COURSE OPEN SPACE IN MASTER PLAN: 19.74 ACRES

\Users\p\Documents\Projects\2024\Shakespeare-The Homestead\2024 Master Plan Amendment\Bldg\2024 SHAKESPEARE-THE HOMESTEAD RESORT OPEN SPACE.dwg | Plot date: February 26, 2024 | Printed by Paul

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 PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 28 FEB 2024



SHAKESPEARE-THE HOMESTEAD
 2024 MASTER PLAN AMENDMENT

HOMESTEAD RESORT
 OPEN SPACE



DESIGN BY: PDB	DATE: 28 FEB 2024	SHEET
DRAWN BY: DEJ	REV:	7

EXHIBIT J - AMENDED

The Homestead

2024 Amended Master Plan

Resort Master Plan Parking Calculations

February 27, 2024

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

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

ELEMENTS OF PARKING DEMAND

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

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

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

- Transportation and Land Development, Institute of Transportation Engineers

MIDWAY CITY ORDINANCE

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

Table 1 - Proposed Uses at The Homestead

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

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

Total Parking Spaces Required for Resort 465

Parking Lot Spaces 609

Garage Parking in Homes 10

Total Parking in Master Plan 619

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.