

CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: May 20, 2025

NAME OF PROJECT: The Homestead Resort

NAME OF APPLICANT: The Homestead Group, LLC

AUTHORIZED REPRESENTATIVE: Berg Engineering

AGENDA ITEM: Amendment of 2021 Master Plan

LOCATION OF ITEM: 700 North Homestead Drive

ZONING DESIGNATION: Resort Zone (RZ)

ITEM: 11

Berg Engineering, agent for The Homestead Group LLC, is proposing to amend the 2021 Homestead Master Plan approved with Resolution 2021-02. The proposal is to amend Exhibit C, which is the open space plan for the resort core. The proposed amendment would adjust open space in the resort core. The total open space acreage would remain unchanged. The proposal would also amend language in Section 13: Access. Current language limits Pine Canyon Road access to maintenance. The proposed amendment would allow maintenance and spa access from Pine Canyon Road. 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 in 2010. A second amendment

was later approved on March 5, 2021. The current application would further amend the master plan in two ways. The first is an amendment of exhibit C which visually describes the developable area and open space area of the resort core. The second is an amendment of language regarding access. The agreement limits access from Pine Canyon to maintenance access while the proposed amendment would also allow access to the spa.

Exhibit C Amendment

The proposed amendment to Exhibit C will adjust the location of, but not reduce, open space in the resort core. The purpose of this amendment is to move the location of the proposed maintenance building to an area that, according to the applicant, is less visible from neighboring properties and to resort guests. The resort core open space is 10.53 acres, and the proposed amendment would leave the acreage unchanged. The applicant states the following in the application:

This is a minor amendment to an Exhibit C – Resort Open Space in 2021 amendment. The maintenance building is proposed to be relocated into an area that will be less visible to neighbors and to resort guests. A swap of open space and resort developable area is needed for the new location. The total open space in the resort core remains 10.53 acres.

The second proposal is to change language in the master plan regarding access. The applicant is proposing to modify the line in **bold** below regarding access from Pine Canyon Road.

(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.

In the approved master plan, a spa has been approved in the northeast corner of the resort core property. The spa will be in the location of the current maintenance building. One of the historic access routes to the maintenance building is from Pine Canyon Road. The developer is proposing that the spa also have the ability to access from Pine Canyon Road. The current plan requires that access to the spa be from the parking areas surrounding The Crater. If the amendment is approved, the access would be limited to maintenance and spa access. The spa would have a relatively small parking area of 10 stalls. It is anticipated that most of the guests of the spa would access directly from the resort with only a limited number of guests parking directly at the spa and using the Pine Canyon Road access. The access property is approximately 40' wide and could accommodate a wider paved area if needed.

Amending the master required a neighborhood meeting between the applicant and neighbors that own property within 600'. The purpose of this meeting is for the applicant to share information regarding the proposal with neighbors with the hope that issues that are identified are addressed before public meetings held by the Planning Commission and City Council. Two neighborhood meetings took place, the first on March 3, 2025, and the second on April 30, 2025. In all, 295 letters were sent inviting neighbors to the two neighborhood meetings.

Two neighbors from The Links attended the Planning Commission meeting for this proposal. Their concern is a change to the master plan would increase the likelihood of traffic using The Links' private roads. Currently, The Homestead has the right to use The Links' private roads but only for five single-family dwellings that will be located on Fairway Drive. The neighbors felt that by adding some landscaping north of Fairway Drive this would eliminate unauthorized vehicles from entering The Links. In the Planning Commission meeting, the applicant agreed to add more landscaping north of Fairway Drive to discourage unauthorized trips.

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.

PLANNING COMMISSION RECOMMENDATION:

Motion: Commissioner Lineback: I make a motion that we recommend approval to amend the 2021 Homestead Master Plan approved with Resolution 2021-02. The proposal is to amend Exhibit C, which is the open space plan for the resort core. The proposed amendment would adjust open space in the resort core. The total open space acreage would remain unchanged. The proposal would also amend language in Section 13: Access. Current language limits Pine Canyon Road access to maintenance. The proposed amendment would allow maintenance and spa access from Pine Canyon Road. The master plan is on 72.01 acres and is located at 700 North Homestead Drive. The property is zoned Resort Zone (RZ). We accept the staff findings of the staff report, with the condition to limit the parking to 10 spaces. And to add a condition of no signage and limited expansion of the road.

Seconded: Commissioner Wardle.

Vice-Chairman Garland: Any discussion on the motion?

Chairman Garland: All in favor.

Ayes: Commissioners: Wardle, Osborne, Lineback and Knight

Nays: None

Motion: Passed

POSSIBLE FINDINGS:

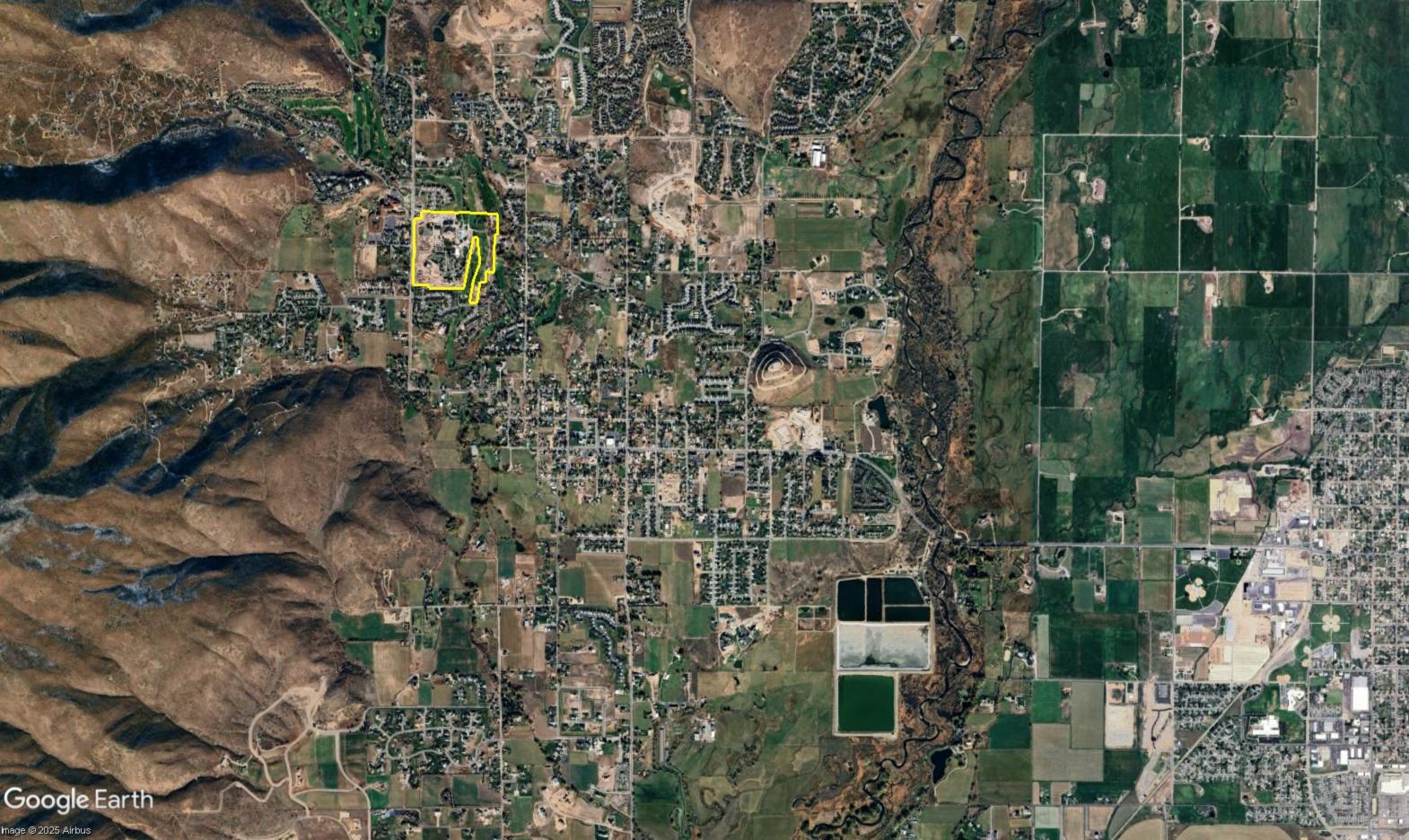
- The total amount of open space for the resort core will remain unchanged at 10.53 acres.
- A neighborhood meeting was held between the developer and surrounding property owners.
- Vehicle trips on Pine Canyon Road will increase if access is granted for the spa from Pine Canyon Road.

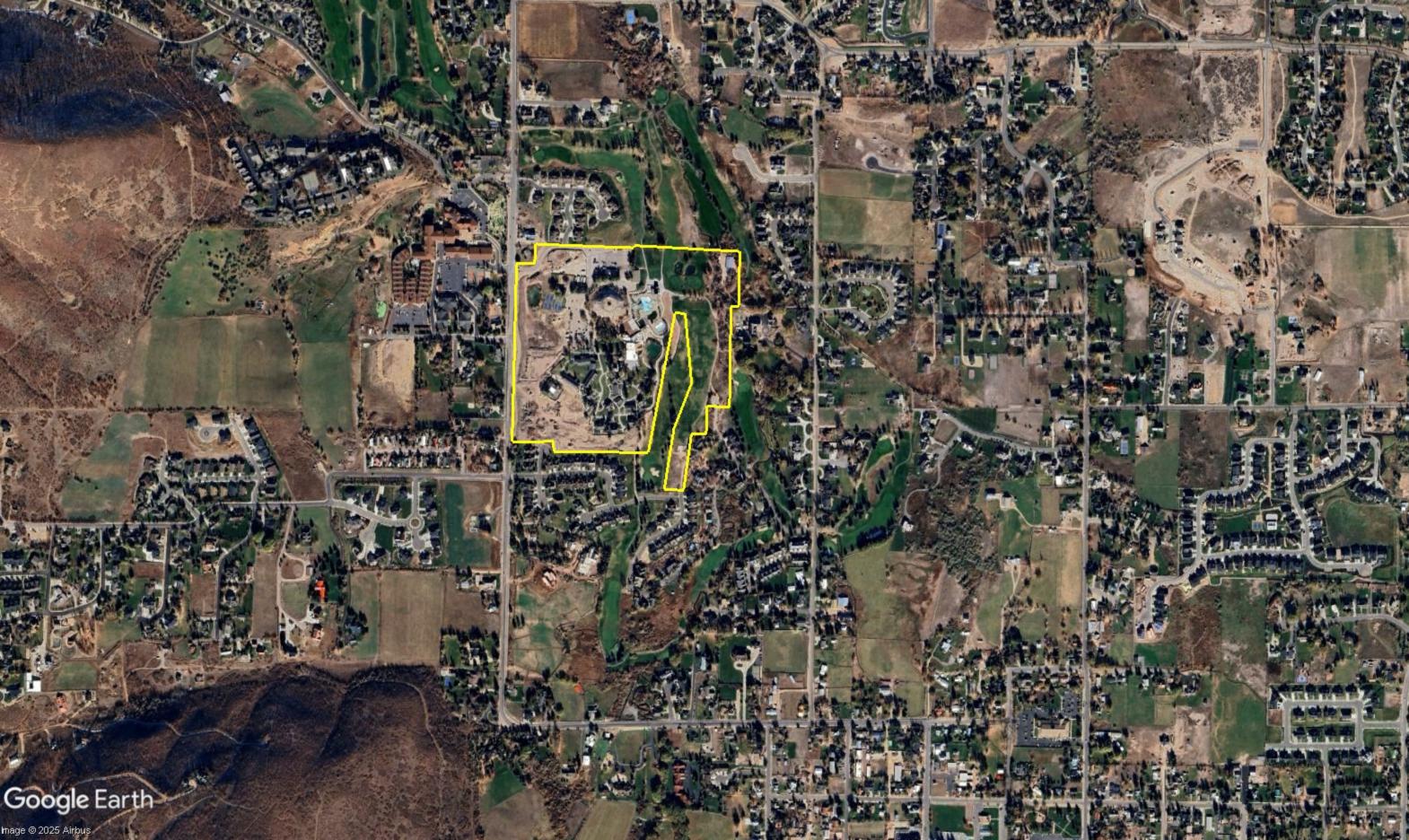
ALTERNATIVE ACTIONS:

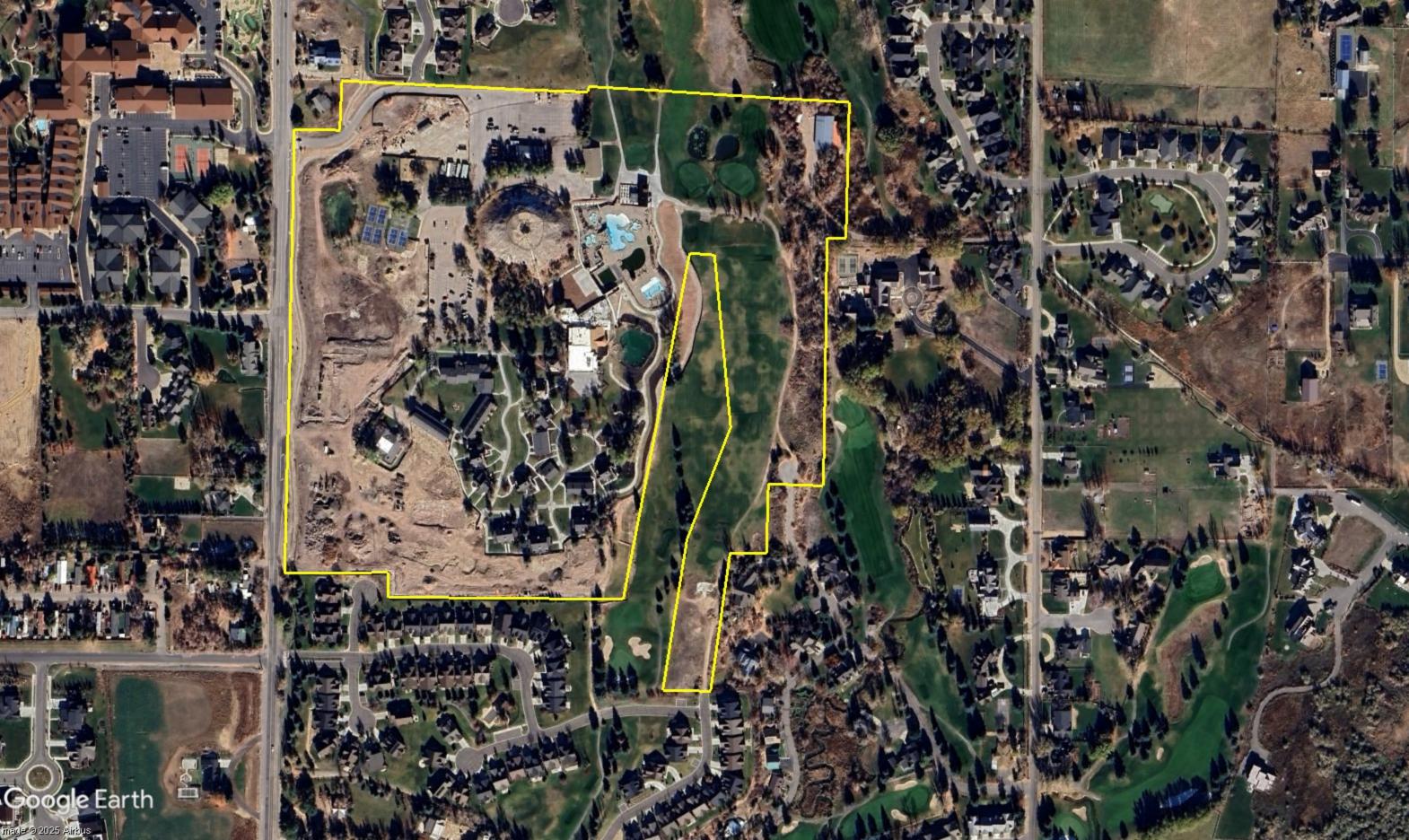
- 1. <u>Approval (conditional)</u>. This action may be taken if the City Council finds the proposal is in the best interest of the City.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed
- 2. <u>Continuance</u>. This action may be taken if the City Council finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again
- 3. <u>Denial</u>. This action may 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

PROPOSED CONDITIONS:

- 1. The number of parking spaces at the spa are limited to 10.
- 2. Landscaping is installed north of Fairway Drive to discourage unauthorized trips through The Links' private roads.

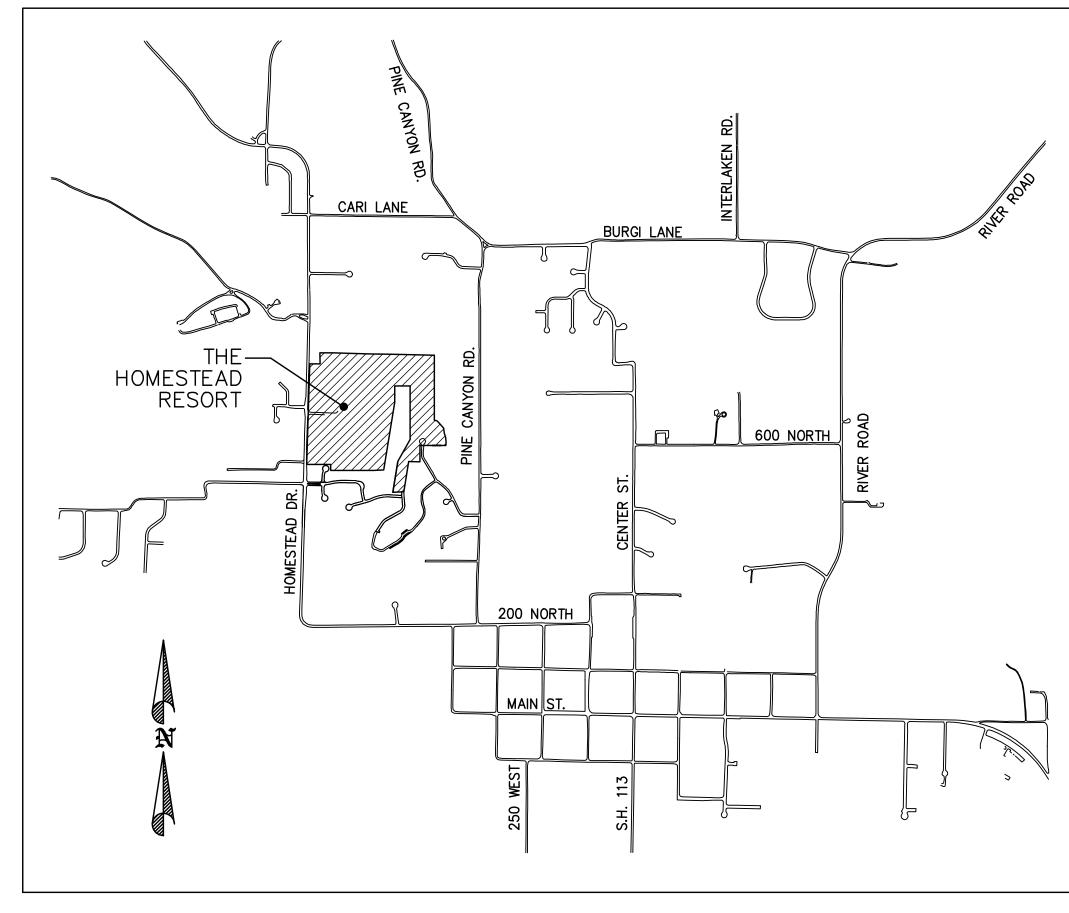






THE HOMESTEAD

GOLF MAINTENANCE AND CART STORAGE BUILDING 2025



MIDWAY CITY VICINITY MAP

SHEET INDEX

- 2025 SITE PLAN WITH REVISED GOLF MAINTENANCE AND CART STORAGE BUILDING

- GRADING PLAN FOR GOLF MAINTENANCE BUILDING
- 5. UTILITY PLAN FOR GOLF MAINTENANCE BUILDING
- 6. OVERALL SITE UTILITY GOLF MAINTENANCE BUILDING PLAN

ARCHITECTURAL PLANS AND RENDERINGS

- AA01 CONCEPT SITE PLAN
- A101 FLOOR PLAN
- A103 ROOF PLAN
- **BUILDING SECTIONS**
- EXTERIOR ELEVATIONS
- A901 3D REPRESENTATIONS

THE HOMESTEAD GROUP LLC HOMESTEAD

COVER

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

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2) BOAT HOUSE WITH OVER-WATER DECK

(3) FUTURE BUILDING (USE TO BE DETERMINED)

(4) MAIN PARKING AREA

TBD

GOLF CLUBHOUSE AND SPA ARRIVAL

AQUA THERAPY SPA

OUTDOOR PICKELBALL COURTS

CRATER WITH IMPROVED VIEW/AMENITY AREA AT THE TOP

POOL AMENITY AREA WITH UPPER ADULT POOL AREA WITH INDOOR/OUTDOOR POOL, SPAS, INFINITY EDGE POOL, CABANAS, AND A LOWER FAMILY POOL AREA WITH ZERO-ENTRY POOL, WATERFALLS, TODDLER AREA WITH VIEWS OF MAIN POOL AREA, SLIDE, FIRE PITS, CABANAS, GUEST SERVICES ACCESS BELOW

(11) PASTURE AND ORCHARD AREA ALONG HOMESTEAD DRIVE

WEDDING BARN WITH ACCESS TO NEW POND AREA. NEW 2024 BUILDING LAYOUT

(13) NEW CENTER HOUSE WITH PORTE COCHERE ARRIVAL

MAIN ARRIVAL DRIVE RELOCATED TO THE SOUTH TO CREATE MORE MEANDERING APPROACH AND IMPROVE INTERSECTION SPACING

15) FAMILY REUNION UNITS WITH OPEN LAWN, NATURAL THEMED SPLASH PAD, PLAYGROUND AREA AND FIRE PITS

GARDEN VIEW UNITS WITH MULTIPLE GARDENS WITH PATHWAYS, WATER FEATURES AND SEATING

(17) BALLROOM FUNCTION LAWN AND WEDDING PAVILION

THE RETREAT-68 CONDO UNITS (NEW IN 2024 PLAN)

(19) GUEST PARKING AREA

(20) GOLF LEARNING CENTER (BUILDING REMOVED FROM MASTER PLAN. USE INCLUDED IN GOLF CLUBHOUSE)

(21) THE VILLAS (5 UNITS)

(22) HORSE STABLE AND BARN (REMOVED FROM MASTER PLAN)

(23) GOLF WARM-UP CAGE

(24) FUNCTION LAWN WITH ROSE ARBOR STRUCTURE TO PROVIDE SHELTER AND SEPARATION BETWEEN LAWN AND ADJACENT PARKING / FUTURE PARKING EXPANSION IF NEEDED

AMPHITHEATER AND STAGE AREA

NEW ACTIVITY CENTER

(27) RELOCATED PUTTING GREEN

(28) ENHANCED POND WITH TERRACES, WATER FALLS AND BON FIRE

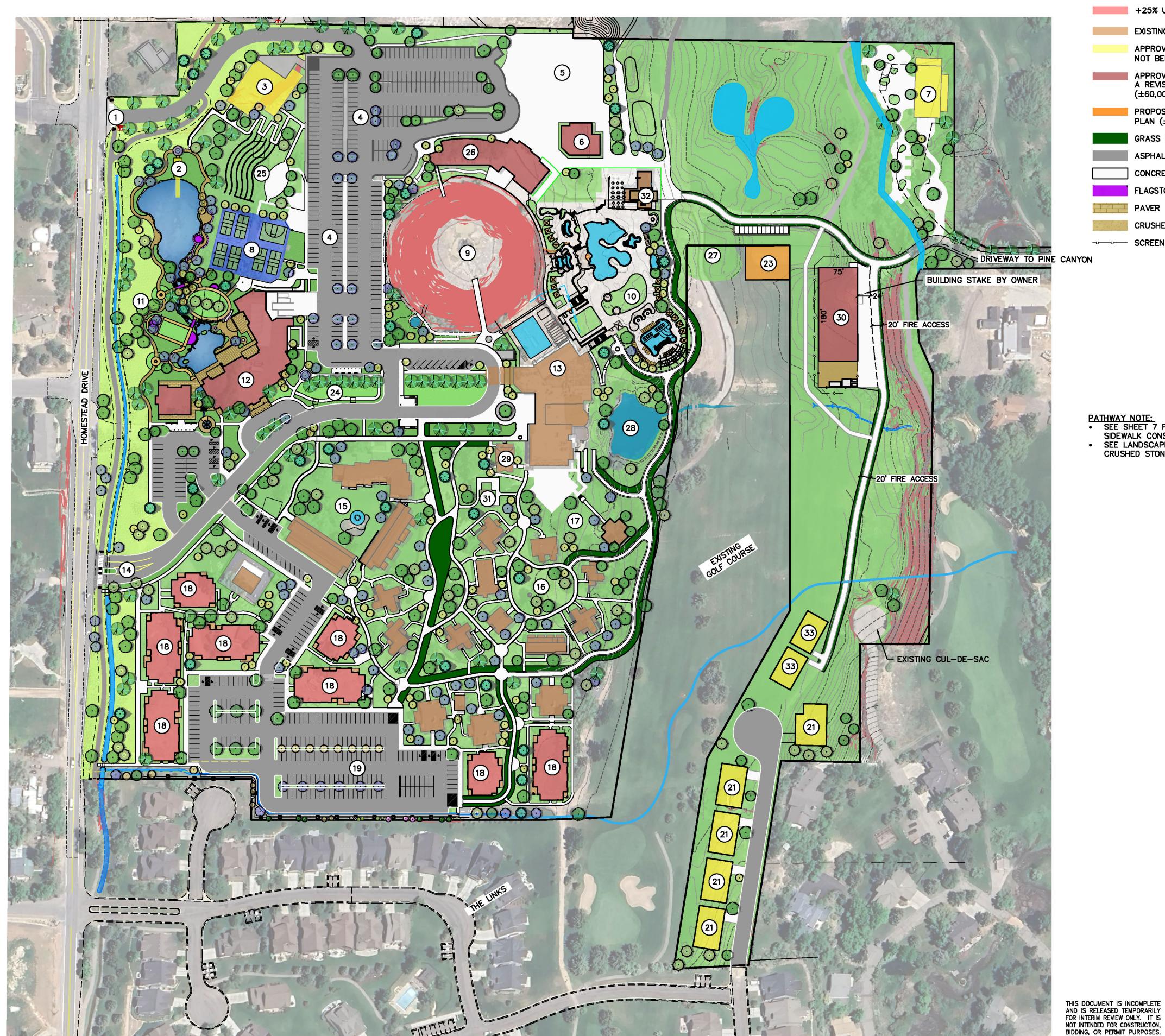
VIRGINIA HOUSE UPGRADES FOR GUEST CHECK-IN

GOLF MAINTENANCE BUILDING AND CART STORAGE (NEW LOCATION)

MILK HOUSE

POOL AND GOLF GRILL

GOLF COTTAGES ACCESSED BY CART PATH PER HOMESTEAD MASTER PLAN AGREEMENT. (2 UNITS)



PAUL D. BERG

SERIAL NO. <u>295595</u> DATE: 29 JAN 2025

LEGEND

+25% UNBUILDABLE SLOPES

(±60,000 SF)

CONCRETE

PAVER

FLAGSTONE PAVER

CRUSHED STONE

----- SCREENING FENCE IMPROVEMENTS

PLAN (±63,000 SF)

GRASS PAVER FIRE LANE

ASPHALT TRAIL, PARKING OR ROADS

EXISTING BUILDINGS (±90,000)

APPROVED 2021 MASTER PLAN BUILDING THAT HAVE

APPROVED 2021 MASTER PLAN BUILDINGS BUT WITH

PROPOSED NEW CONDO BUILDINGS IN 2024 AMENDED

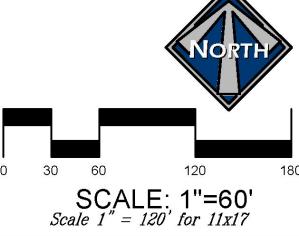
A REVISED BUILDING LAYOUT OR NEW LOCATION

NOT BEEN CONSTRUCTED (±43,000 SF)

SEE SHEET 7 FOR ASPHALT TRAIL AND CONCRETE

SIDEWALK CONSTRUCTION DETAILS. SEE LANDSCAPE ARCHITECT PLANS FOR PAVER AND

CRUSHED STONE WALKWAYS.

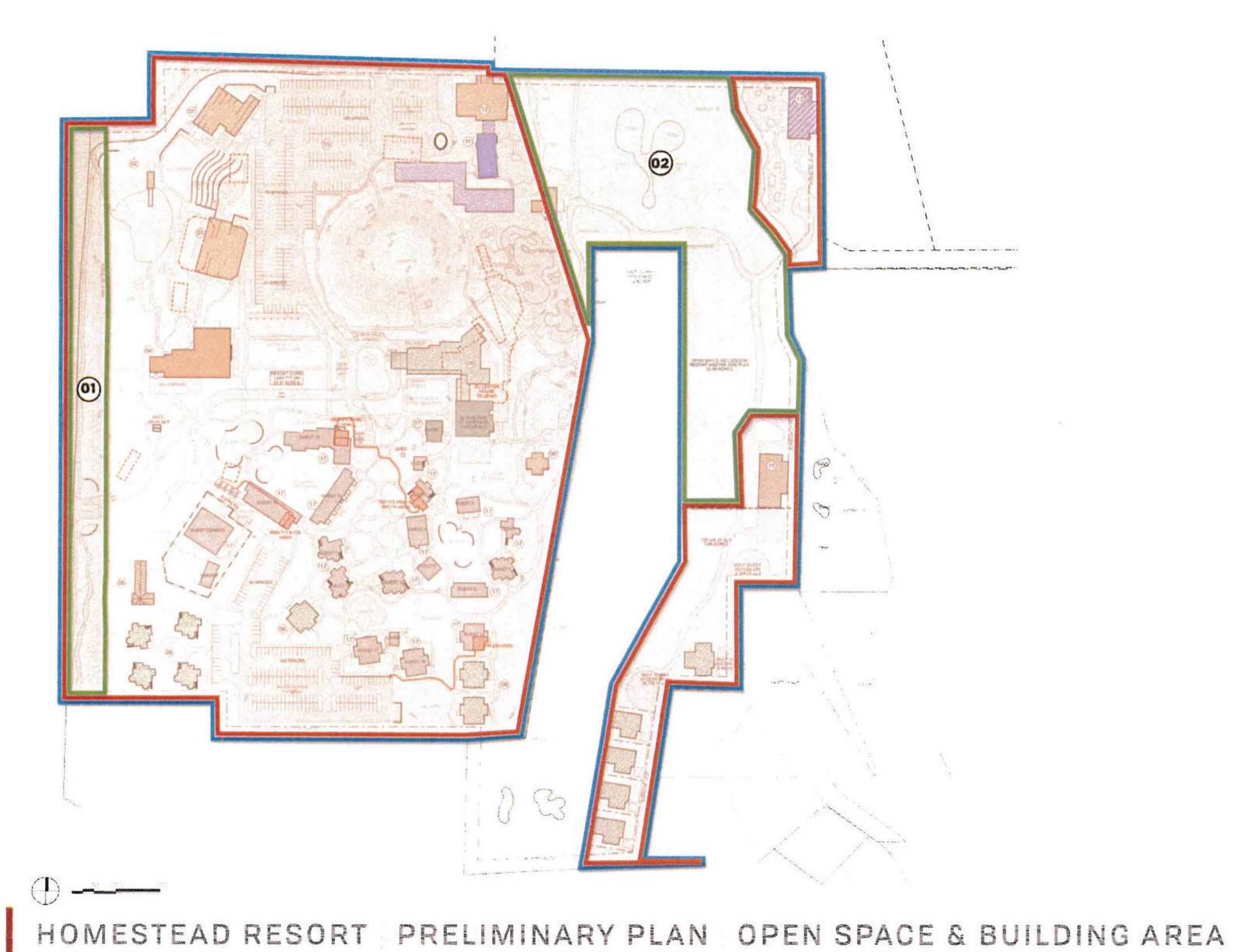


THE HOMESTEAD GROUP LLC **HOMESTEAD**

2025 SITE PLAN WITH REVISED MAINTENANCE BUILDING



DESIGN BY: PDB DATE: 29 JAN 2025 DRAWN BY: DAA | REV:



LEGEND:

Developable Area



Resort Core: 51.32 Acres



Permanent Open Space in Resort Core: 10.53 Acres



01 100' 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.

FFKR | LANDSCAPE & PLANNING

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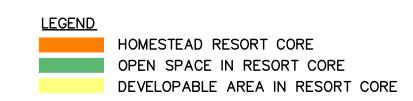
THE HOMESTEAD GROUP LLC HOMESTEAD

OPEN SPACE EXHIBIT IN RESOLUTION 2021-02



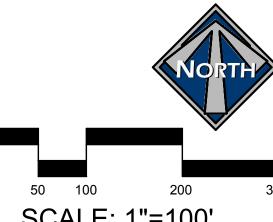
DESIGN BY: PDB DATE: 29 JAN 2025 DRAWN BY: DAA REV:

JANUARY 4, 2021



50.57 ACRES 10.53 ACRES 38.11 ACRES

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



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

THE HOMESTEAD GROUP LLC HOMESTEAD

REVISED CORE OPEN SPACE AND BUILDING AREA 2025

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<u>LEGEND</u>

--- EXPWR--- EXISTING POWER LINE --- EXISTING GAS LINE --- GAS --- GAS LINE ----FL FIRE LINES --- EXSS --- EXISTING SEWER ----ss---- 8" SEWER ----EXW ---- EXISTING WATER — 8"WTR— 8" WATER -----PI ---- PRESSURIZED IRRIGATION --- EXISTING PRESSURIZED IRRIGATION -----SD----- STORM DRAIN CONCRETE SIDEWALK IN FIRE LANE GRASS PAVER FIRE LANE ----5700 ---- EXISTING CONTOURS

——5700—— PROPOSED CONTOURS

********* CONCRETE RETAINING WALL\FOUNDATION WALL

PROPOSED ELEVATION 101 = 5701 95 = 5695

BOW EOP BACK OF WALK EDGE OF PAVEMENT FINISHED FLOOR PROPOSED GROUND ELEVATION LIP OF CURB RIM TBC TOP X RIM ELEVATION OF GRATE TOP BACK OF CURB TOP OF WALL OR FOUNDATION WALL

SPOT ELEVATION

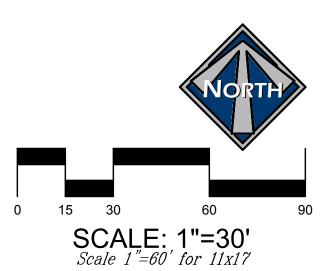
BLUE STAKE NOTE:

ALL UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF EXISTING UTILITIES.

CONSTRUCTION NOTE:CONTRACTOR TO WORK WITH THE HOMESTEAD TO DETERMINE SEQUENCING, ACCESS SHUT DOWNS AND TEMPORARY PARKING DURING CONSTRUCTION TO KEEP THE RESORT IN OPERATION.

 ALL GRADING AND PAVING SHALL COMPLY WITH MIDWAY CITY STANDARDS AND SPECIFICATIONS.

 GRADING AND PAVING SHALL COMPLY WITH RECOMMENDATIONS IN THE GEOTECH REPORT.



THE HOMESTEAD GROUP LLC HOMESTEAD

GRADING PLAN FOR GOLF MAINTENANCE BUILDING

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DESIGN BY: PDB DATE: 29 JAN 2025 DRAWN BY: DAA REV:

<u>LEGEND</u>

— EXGAS— EXISTING GAS LINE — GAS LINE ——FL —— FIRE LINES — EXSS — EXISTING SEWER ----ss---- 8" SEWER

EXISTING WATER — 8"WTR— 8" WATER PRESSURIZED IRRIGATION - EXPI - EXISTING PRESSURIZED IRRIGATION ——SD—— STORM DRAIN

- EXPWR EXISTING POWER LINE ——PWR —— POWER LINE CONCRETE SIDEWALK IN FIRE LANE GRASS PAVER FIRE LANE

WM • WATER METER - SEE SHEET 16 FOR ADDITIONAL DETAILS EXPP EXISTING POWER POLE

• ALL UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF EXISTING UTILITIES.

SEWER NOTES:

• ALL SEWER IMPROVEMENTS SHALL MEET MIDWAY SANITATION DISTRICT STANDARDS AND SPECIFICATIONS

PRESSURIZED IRRIGATION NOTES:

 ALL PRESSURIZED IRRIGATION IMPROVEMENTS SHALL MEET MIDWAY IRRIGATION STANDARDS AND SPECIFICATIONS.

• ALL WATER IMPROVEMENTS SHALL MEET MIDWAY CITY STANDARDS

AND SPECIFICATIONS.

NEW 8" WATER SHALL BE C900 DR 18 PIPE.

 FINAL POWER DESIGN BY PROJECT ELECTRICAL ENGINEER AND HEBER LIGHT AND POWER. CONTRACTOR RESPONSIBLE TO REVIEW THIS PLAN AND INSTALL CONDUITS AS NECESSARY.

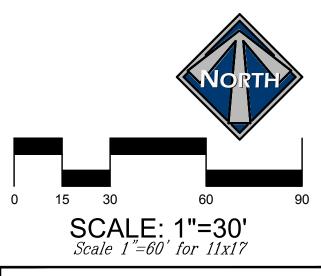
 EXISTING AND PROPOSED POWER TRANSFORMERS ARE SHOWN FOR REFERENCE ONLY. PLEASE SEE SITE ELECTRICAL PLANS FOR TRANSFORMER AND JUNCTION BOX LOCATIONS ALONG WITH UNDERGROUND LINES.

GAS ALIGNMENT SHOWN IS GAS LOOP AND EASEMENT DESIGNED

WITH DOMINION ENERGY.

• GAS DESIGN TO EACH BUILDING PER DOMINION ENERGY AND MEP.

 CONTRACTOR RESPONSIBLE TO REVIEW THE GAS PLAN FROM DOMINION AND INSTALL CONDUITS AS NECESSARY.



THE HOMESTEAD GROUP LLC HOMESTEAD

UTILITY PLAN FOR GOLF MAINTENANCE BUILDING

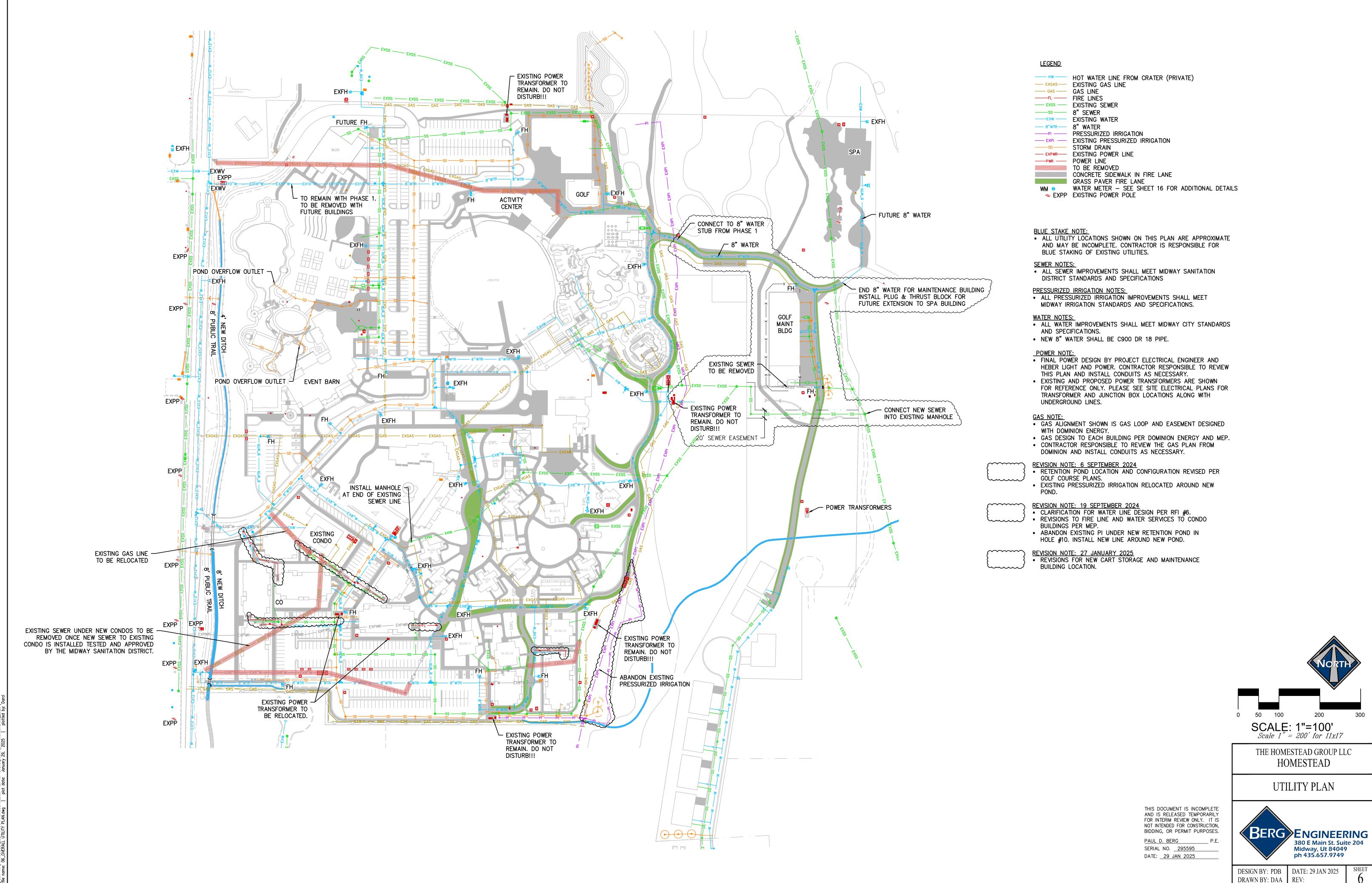
BERG ENGINEERING 380 E Main St. Suite 204 Midway, Ut 84049 ph 435.657.9749

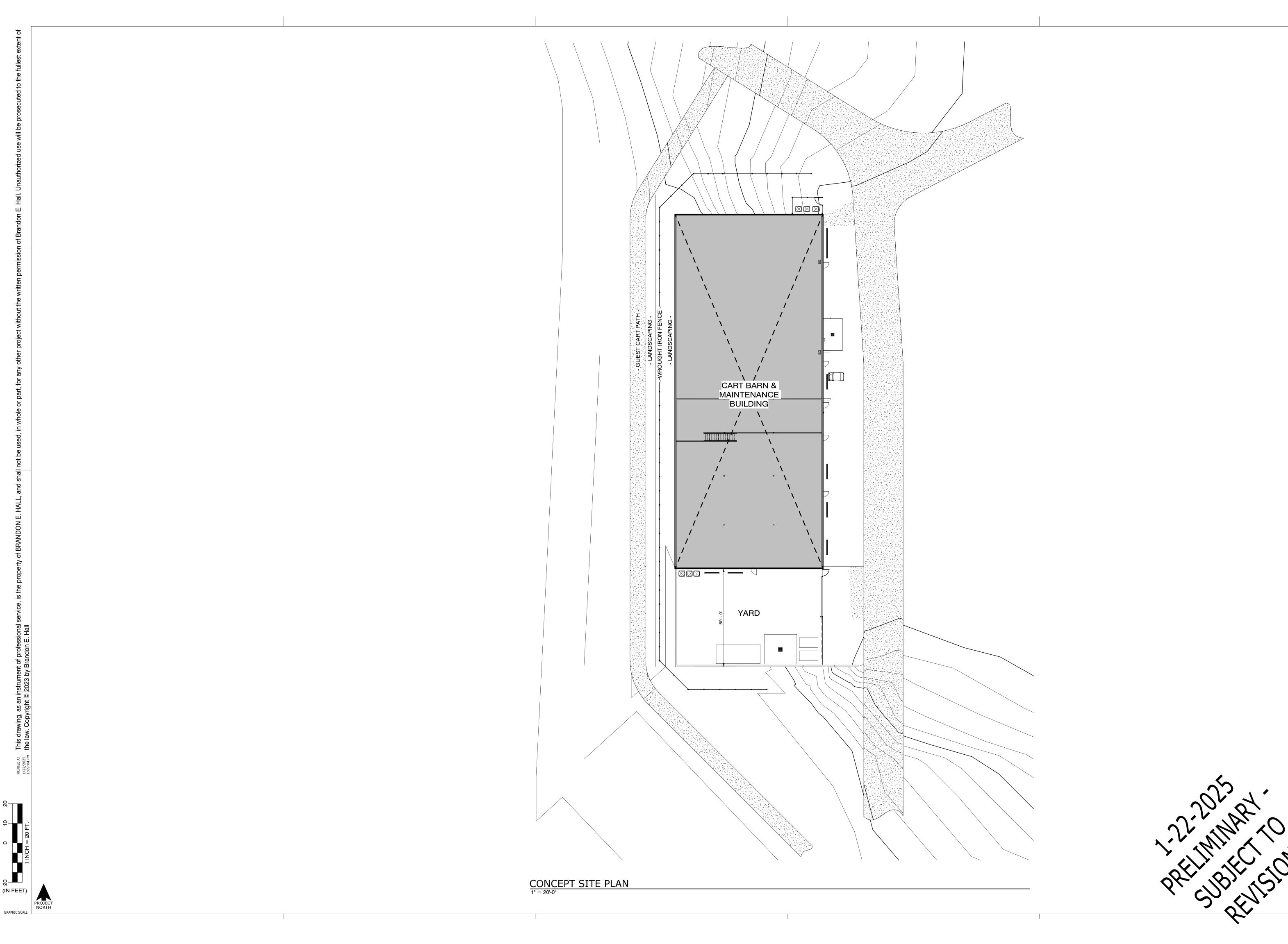
DESIGN BY: PDB DATE: 29 JAN 2025 DRAWN BY: DAA REV:

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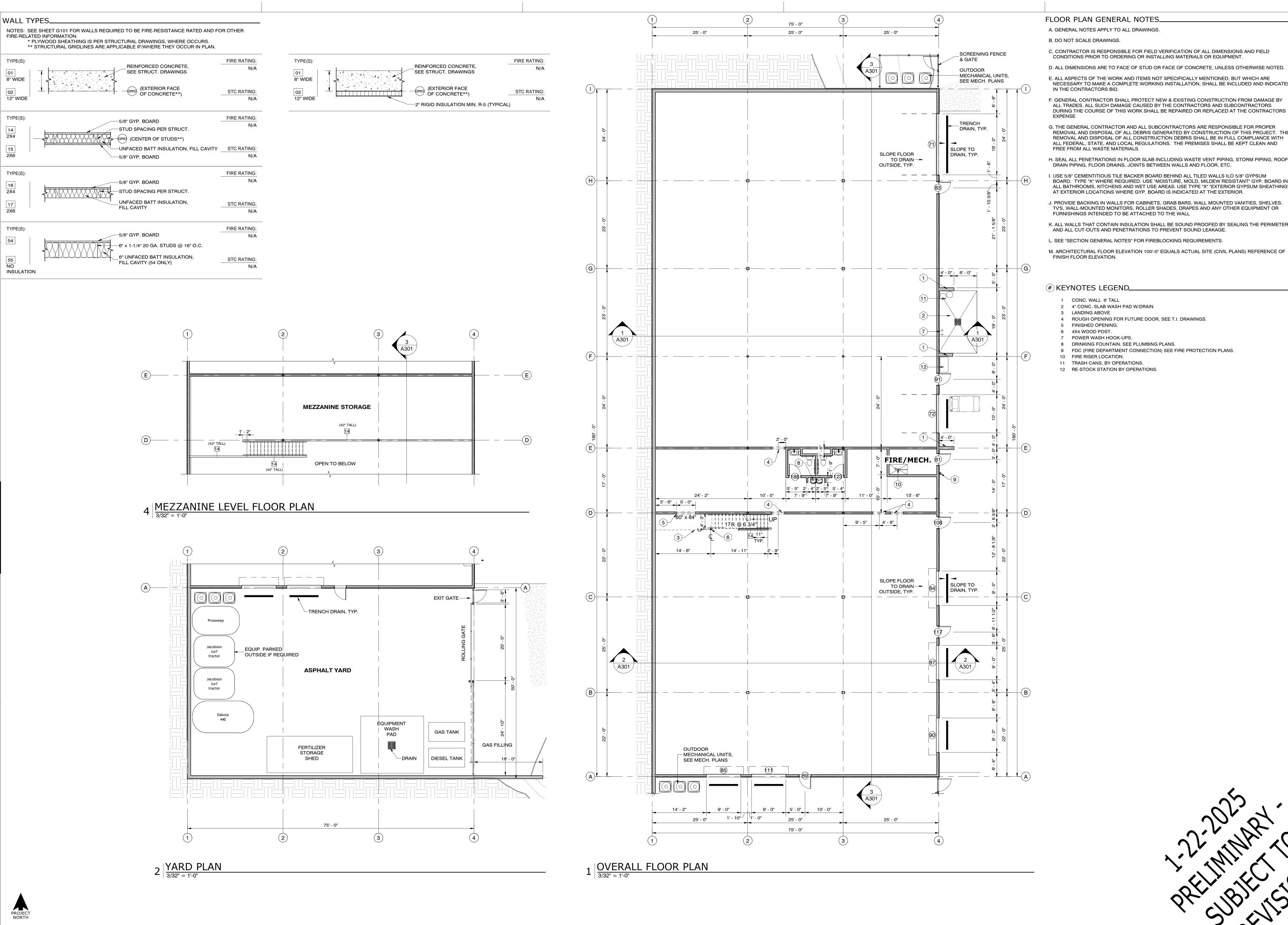
SERIAL NO. <u>295595</u> DATE: <u>29 JAN 2025</u>





Architecture (435) 701-7000 www.BHA.DESIGN PROJECT #: BH23058.2

SITE PLAN (DESIGN)
HOMESTEAD CART BARN & MAINTENANCE
MIDWAY, UT



(IN FEET) GRAPHIC SCALE FLOOR PLAN GENERAL NOTES_

A. GENERAL NOTES APPLY TO ALL DRAWINGS.

C. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO ORDERING OR INSTALLING MATERIALS OR EQUIPMENT.

D. ALL DIMENSIONS ARE TO FACE OF STUD OR FACE OF CONCRETE, UNLESS OTHERWISE NOTED.

E. ALL ASPECTS OF THE WORK AND ITEMS NOT SPECIFICALLY MENTIONED, BUT WHICH ARE NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION, SHALL BE INCLUDED AND INDICATED

IN THE CONTRACTORS BID. F. GENERAL CONTRACTOR SHALL PROTECT NEW & EXISTING CONSTRUCTION FROM DAMAGE BY ALL TRADES. ALL SUCH DAMAGE CAUSED BY THE CONTRACTORS AND SUBCONTRACTORS

DURING THE COURSE OF THIS WORK SHALL BE REPAIRED OR REPLACED AT THE CONTRACTORS G. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR PROPER REMOVAL AND DISPOSAL OF ALL DEBRIS GENERATED BY CONSTRUCTION OF THIS PROJECT. THE

FREE FROM ALL WASTE MATERIALS. H. SEAL ALL PENETRATIONS IN FLOOR SLAB INCLUDING WASTE VENT PIPING, STORM PIPING, ROOF

I. USE 5/8" CEMENTITIOUS TILE BACKER BOARD BEHIND ALL TILED WALLS ILO 5/8" GYPSUM BOARD. TYPE "X" WHERE REQUIRED. USE "MOISTURE, MOLD, MILDEW RESISTANT" GYP. BOARD IN ALL BATHROOMS, KITCHENS AND WET USE AREAS. USE TYPE "X" "EXTERIOR GYPSUM SHEATHING" AT EXTERIOR LOCATIONS WHERE GYP. BOARD IS INDICATED AT THE EXTERIOR.

J. PROVIDE BACKING IN WALLS FOR CABINETS, GRAB BARS, WALL MOUNTED VANITIES, SHELVES, TV'S, WALL-MOUNTED MONITORS, ROLLER SHADES, DRAPES AND ANY OTHER EQUIPMENT OR FURNISHINGS INTENDED TO BE ATTACHED TO THE WALL

K. ALL WALLS THAT CONTAIN INSULATION SHALL BE SOUND PROOFED BY SEALING THE PERIMETER

L. SEE "SECTION GENERAL NOTES" FOR FIREBLOCKING REQUIREMENTS.

M. ARCHITECTURAL FLOOR ELEVATION 100'-0" EQUALS ACTUAL SITE (CIVIL PLANS) REFERENCE OF

KEYNOTES LEGEND_

2 4" CONC. SLAB WASH PAD W/DRAIN

4 ROUGH OPENING FOR FUTURE DOOR, SEE T.I. DRAWINGS.

8 DRINKING FOUNTAIN, SEE PLUMBING PLANS.

9 FDC (FIRE DEPARTMENT CONNECTION) SEE FIRE PROTECTION PLANS.

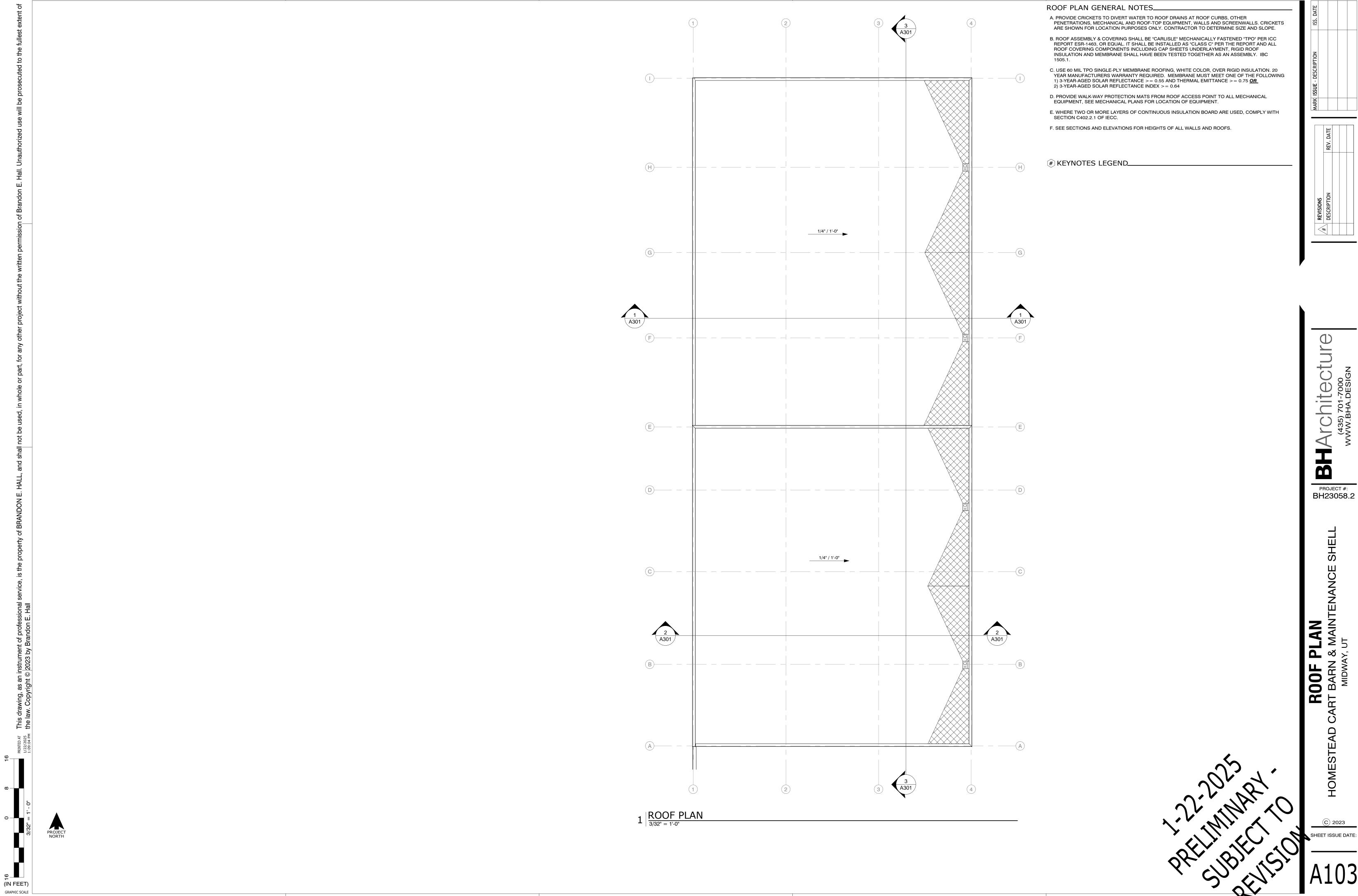
11 TRASH CANS, BY OPERATIONS.

12 RE-STOCK STATION BY OPERATIONS.

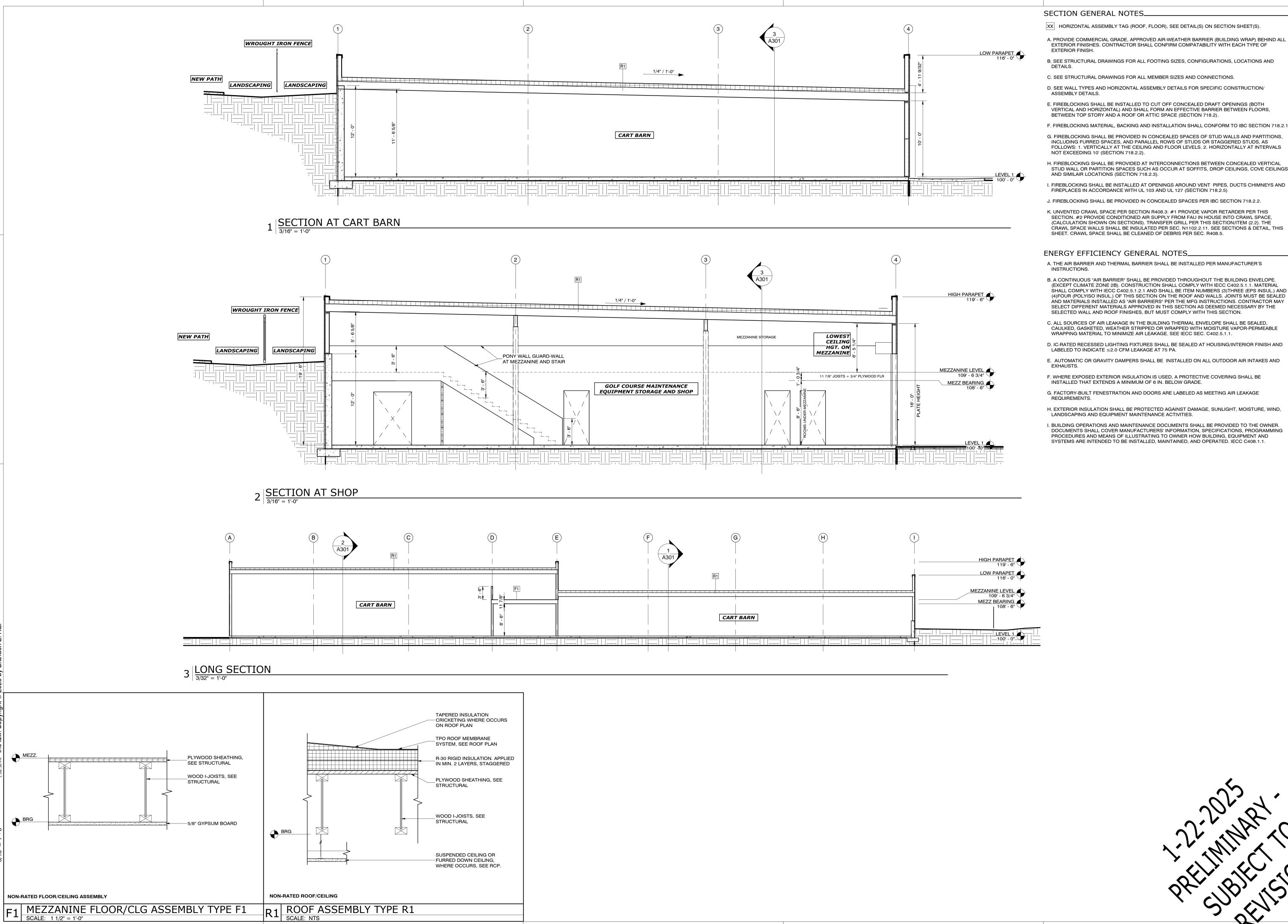
+

PROJECT #: BH23058.2

FLOOR PLAN
ART BARN & MAINTENANCE S
MIDWAY, UT



HOMESTEAD



F. FIREBLOCKING MATERIAL, BACKING AND INSTALLATION SHALL CONFORM TO IBC SECTION 718.2.1

G. FIREBLOCKING SHALL BE PROVIDED IN CONCEALED SPACES OF STUD WALLS AND PARTITIONS, FOLLOWS: 1. VERTICALLY AT THE CEILING AND FLOOR LEVELS. 2. HORIZONTALLY AT INTERVALS

STUD WALL OR PARTITION SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS, COVE CEILINGS

I. FIREBLOCKING SHALL BE INSTALLED AT OPENINGS AROUND VENT PIPES, DUCTS CHIMNEYS AND

CRAWL SPACE WALLS SHALL BE INSULATED PER SEC. N1102.2.11. SEE SECTIONS & DÉTAIL, THIS

(EXCEPT CLIMATE ZONE 2B). CONSTRUCTION SHALL COMPLY WITH IECC C402.5.1.1. MATERIAL SHALL COMPLY WITH IECC C402.5.1.2.1 AND SHALL BE ITEM NUMBERS (3)THREE (EPS INSUL.) AND (4) FOUR (POLYISO INSUL.) OF THIS SECTION ON THE ROOF AND WALLS. JOINTS MUST BE SEALED AND MATERIALS INSTALLED AS "AIR BARRIERS" PER THE MFG INSTRUCTIONS. CONTRACTOR MAY SELECT DIFFERENT MATERIALS APPROVED IN THIS SECTION AS DEEMED NECESSARY BY THE

CAULKED, GASKETED, WEATHER STRIPPED OR WRAPPED WITH MOISTURE VAPOR-PERMEABLE

D. IC-RATED RECESSED LIGHTING FIXTURES SHALL BE SEALED AT HOUSING/INTERIOR FINISH AND

E. AUTOMATIC OR GRAVITY DAMPERS SHALL BE INSTALLED ON ALL OUTDOOR AIR INTAKES AND

H. EXTERIOR INSULATION SHALL BE PROTECTED AGAINST DAMAGE, SUNLIGHT, MOISTURE, WIND,

DOCUMENTS SHALL COVER MANUFACTURERS' INFORMATION, SPECIFICATIONS, PROGRAMMING

tur

te

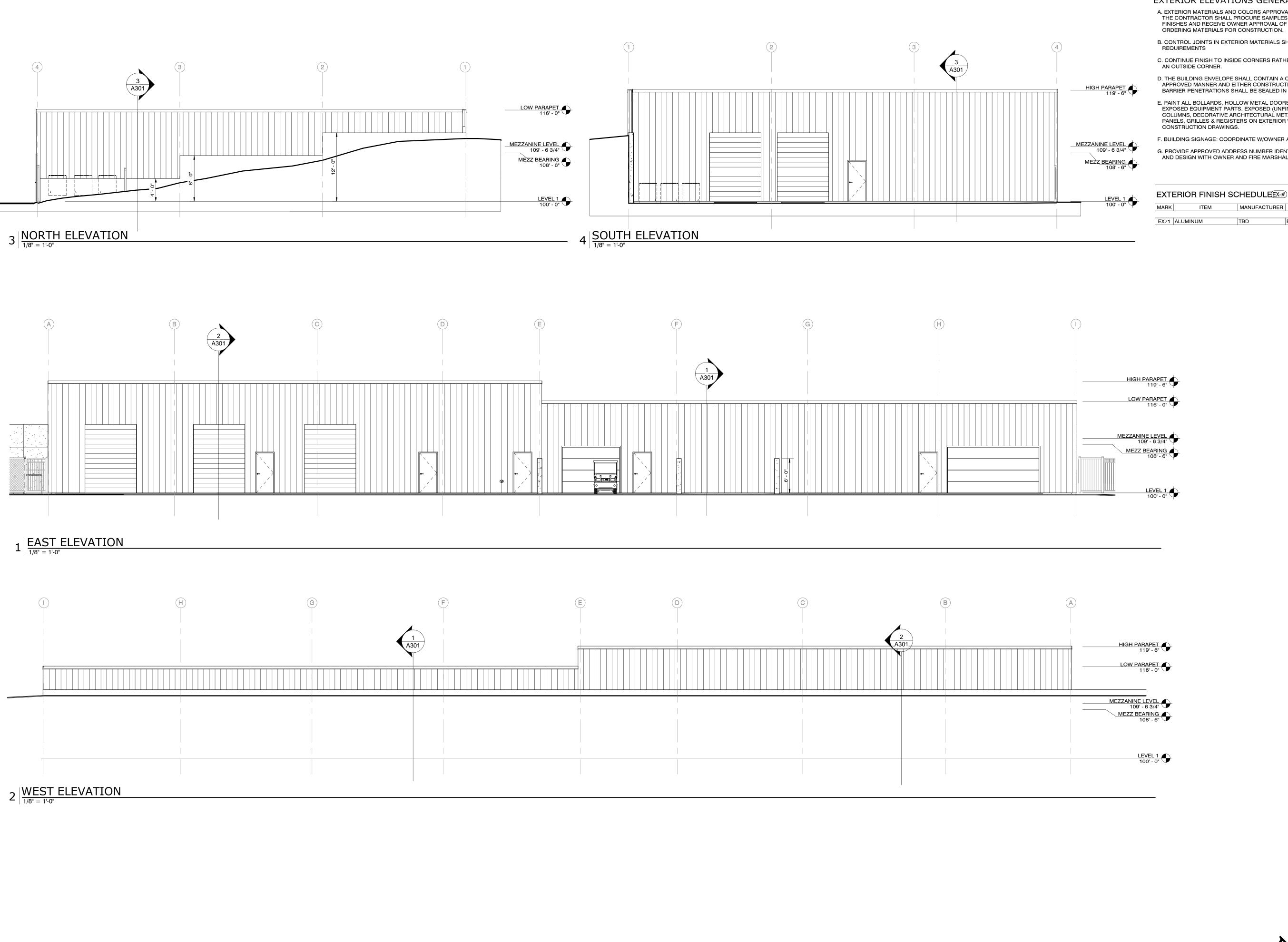
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PROJECT #: BH23058.2

SECTIONS

BUILDING

(C) 2023



GRAPHIC SCALE

EXTERIOR ELEVATIONS GENERAL NOTES...

A. EXTERIOR MATERIALS AND COLORS APPROVAL:
THE CONTRACTOR SHALL PROCURE SAMPLES AND/OR A MOCKUP OF ALL EXTERIOR COLORS AND
FINISHES AND RECEIVE OWNER APPROVAL OF THESE COLORS AND FINISHES PRIOR TO ORDERING MATERIALS FOR CONSTRUCTION.

B. CONTROL JOINTS IN EXTERIOR MATERIALS SHALL BE PER THE MANUFACTURER'S

C. CONTINUE FINISH TO INSIDE CORNERS RATHER THAN TRANSITIONING TO A DIFFERENT FINISH AT

D. THE BUILDING ENVELOPE SHALL CONTAIN A CONTINUOUS AIR BARRIER THAT IS SEALED IN AN APPROVED MANNER AND EITHER CONSTRUCTED OR TESTED IN AN APPROVED MANNER. AIR BARRIER PENETRATIONS SHALL BE SEALED IN AN APPROVED MANNER.

E. PAINT ALL BOLLARDS, HOLLOW METAL DOORS AND FRAMES, TRANSFORMERS, CT CANS, EXPOSED EQUIPMENT PARTS, EXPOSED (UNFINISHED) STEEL AND SHEET METAL ON ROOF, STEEL COLUMNS, DECORATIVE ARCHITECTURAL METALS, HANDRAILS AND GUARDRAILS, ACCESS PANELS, GRILLES & REGISTERS ON EXTERIOR WALLS. COORDINATE OTHER ITEMS WITH

F. BUILDING SIGNAGE: COORDINATE W/OWNER AND SIGN MANUFACTURER. PROVIDE POWER.

G. PROVIDE APPROVED ADDRESS NUMBER IDENTIFICATION PER IBC 502.1, VERIFY FINAL LOCATION AND DESIGN WITH OWNER AND FIRE MARSHALL .

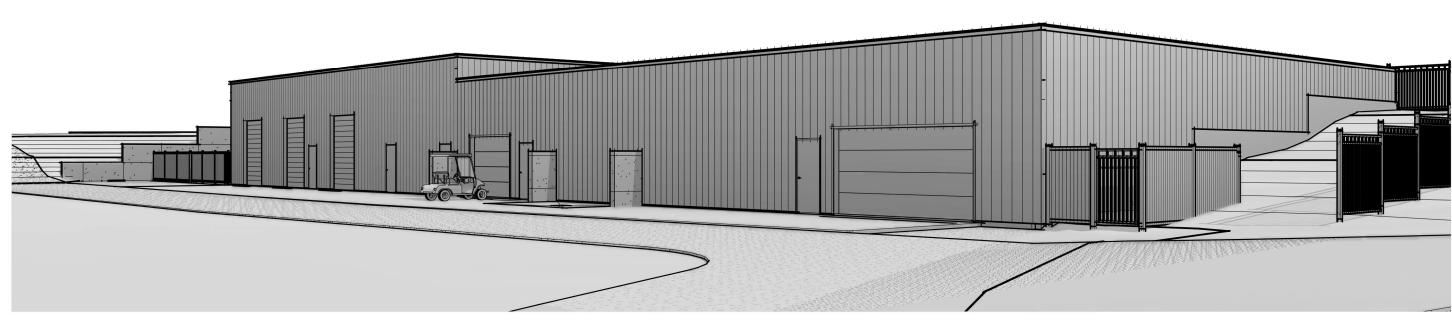
MANUFACTURER MODEL/STYLE/COLOR COMMENTS

BLACK ANODIZED WINDOW/DOOR FRAMES

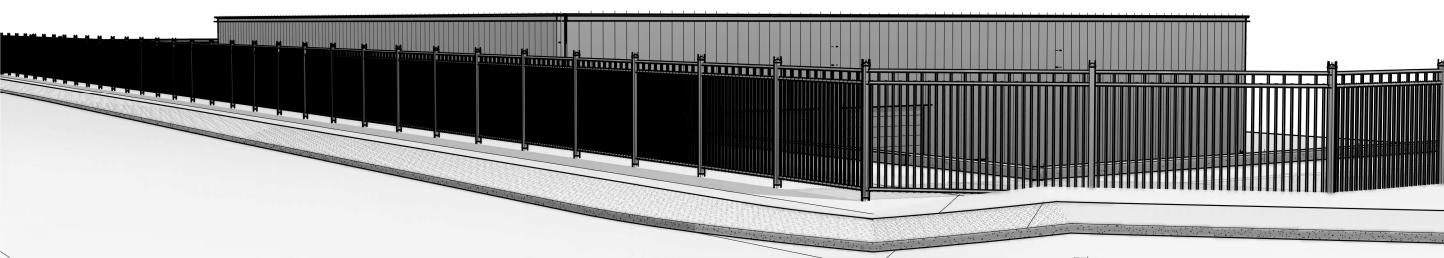
Architecture

 \mathbf{m} PROJECT #: BH23058.2

EXTERIOR ELEVATIONS
HOMESTEAD CART BARN & MAINTENANCE
MIDWAY, UT



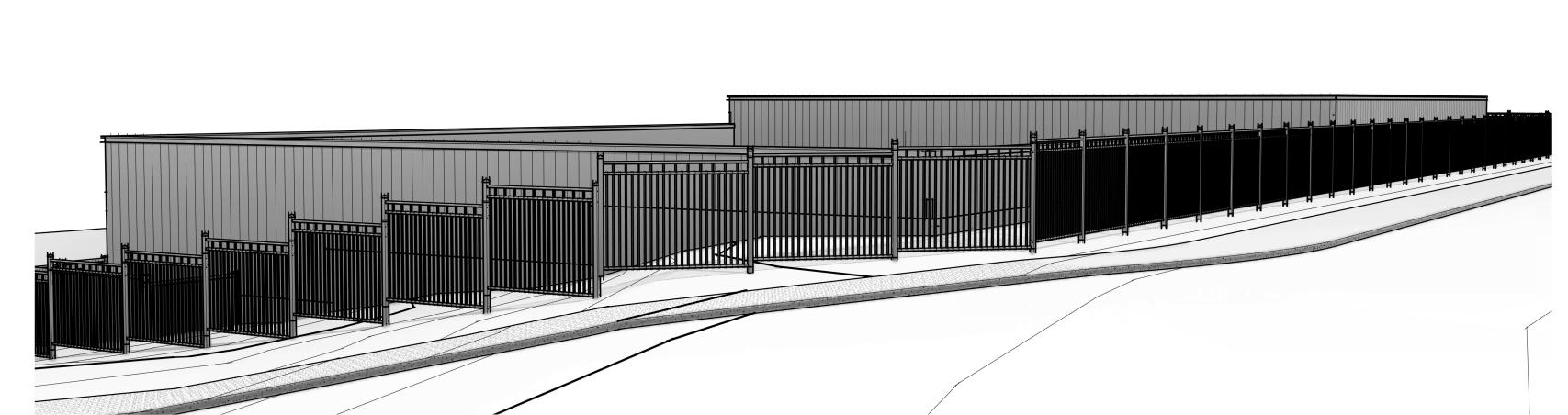
3D VIEW FROM NORTH-EAST



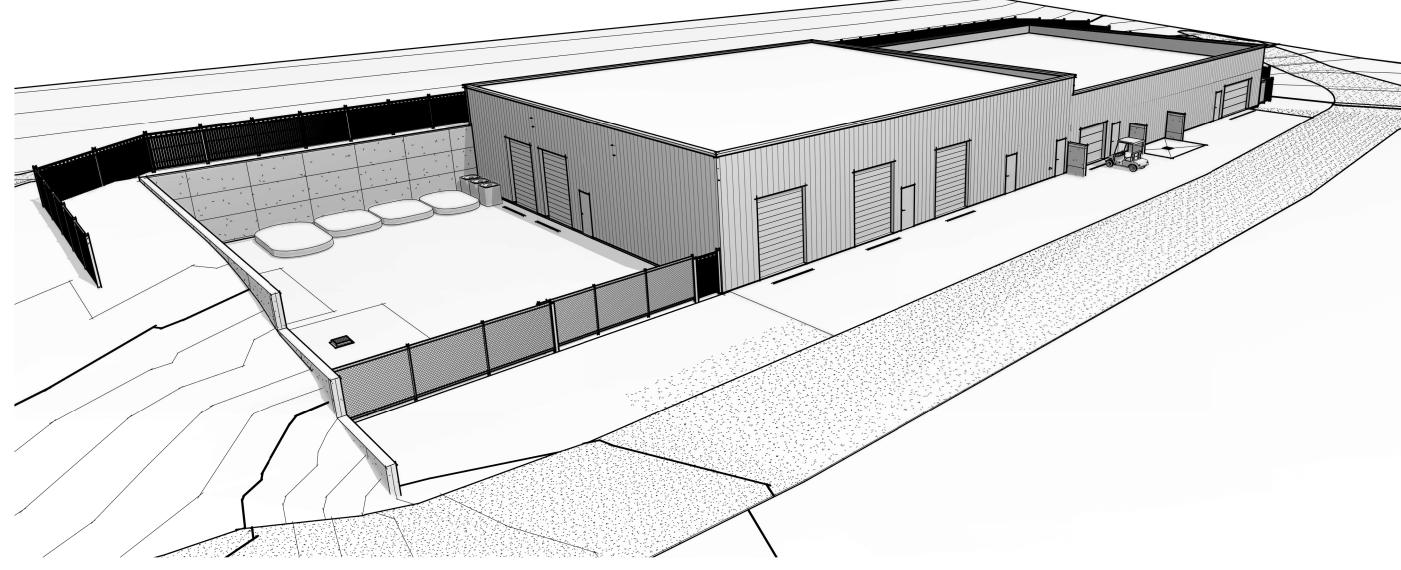
3D VIEW FROM SOUTH-WEST

3D VIEW FROM NORTH-WEST

GRAPHIC SCALE



3D VIEW YARD



3D VIEW OVERALL

PRICIPIES CONTRACTOR

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HELL
BHArchite
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3D REPRESENTATIONS
HOMESTEAD CART BARN & MAINTENANCE SH
MIDWAY, UT

© 2023 SHEET ISSUE DAT

A901



February 20, 2025

Dear Homeowner,

This notice is to inform you of a scheduled neighborhood meeting for those residents living within approximately 600 feet of the Homestead Resort & Golf Club main building. As you may be aware, the Homestead was purchased in October 2019 by The Homestead Group, LLC with the anticipation of beautifying and making improvements to the resort.

We would like to invite you to join us for a review of the proposed site plan, on March 3, 2025 from 6:00-7:30p.m. This review will be set up with large prints of the site plan which you can view, and various individuals will be available to answer questions you may have. You may come by at your leisure during those above hours.

We look forward to meeting and interacting with you and anticipate that you will enjoy the improvements that we plan to make for the benefit of the Homestead as well as the residents of Midway.

Cordially,

The Homestead Group, LLC



RESOLUTION 2025-11

A RESOLUTION ADOPTING THE THIRD AMENDMENT TO THE HOMESTEAD RENOVATION & EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT

WHEREAS, Utah law authorizes municipalities to adopt conditions for the use and development of land within the municipality; and

WHEREAS, the Midway City Council previously found it in the public interest of the City of Midway to adopt conditions for the use and development of the land included within the proposed Homestead renovation and expansion; and

WHEREAS, the Developer of the Homestead desires now to amend certain language within the previously created Master Plan Development Agreement.

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

- 1. The Midway City Council approves the Third Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement attached hereto and authorizes the Mayor of Midway City to execute the Resolution on behalf of the City.
- 2. The effect of this Resolution is subject to all conditions of the land use approval granted by the City for the proposed project.

PASSED AND ADOPTED by the Midway City Council on the 20th day of May 2025.

	MIDWAY CITY	
ATTEST:	Celeste Johnson, Mayor	
Brad Wilson, City Recorder		

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

TH	IIS THIRD	AMENDMENT TO THE HOM	IESTEAD RENOVATION AND EXPANSION
MASTER	PLAN DE	VELOPMENT AGREEMENT (the	e "Third Amendment") is entered into effective
as of the	day of _	, 2025 (the " Thir e	d Amendment Effective Date"), by and between
THE HOM	IESTEAD	GROUP, LLC, a Utah limited lis	iability 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, and as amended by Second Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement dated March 5, 2021, recorded _______, 2021, as Entry No. _______, in Book _____, at Pages _______ 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:

Section (13) Access:

(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 and access to the spa. 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.

Attachments:

Two attachments have been updated as part of this Third Amendment (see attached):

- 1. 2025 Site Plan with Revised Maintenance Building
- 2. Revised Core Open Space and Building Area 2025

No Further Changes:

Except as amended and revised by this Third Amendment, all terms and conditions in the Master Plan Development Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms of this Third Amendment and the Master Plan Development Agreement, this Third Amendment shall control. This Third 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 Amendment as of the Third 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)	
COUNTY OF)	
personally known to me person whose name is s	or whose identity w ubscribed to this do	, 2025, before me personally appeared Scott Jones, vas proved to me on the basis of satisfactory evidence to be the ocument, and who acknowledged that he signed the foregoing TEAD 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 we evidence to be the persons whose names are su	, 2025, before me personally appeared Celeste Johnson whose identities were proved to me on the basis of satisfactory abscribed to this document, and who acknowledged that they ad City Recorder, respectively, of CITY OF MIDWAY, a
	Notary Public