



PLANNING COMMISSION MEETING STAFF REPORT

DATE OF MEETING: April 14, 2026
NAME OF PROJECT: The Homestead Resort
NAME OF APPLICANT: The Homestead Group, LLC
AUTHORIZED REPRESENTATIVE: Berg Engineering
AGENDA ITEM: Homestead Golf Cottages and Homes
LOCATION OF ITEM: 700 North Homestead Drive
ZONING DESIGNATION: R-1-15

ITEM: 2

Paul Berg, agent for The Homestead Group LLC, is applying for Preliminary Approval for a Resort Development to be known as The Homestead Golf Cottages and Homes which is in The Homestead Hotel Condominium Lot 2, Second Plat Amendment of The Homestead Master Plan. The Homestead Golf Cottages are located at 700 North Homestead Drive and are in the R-1-15 zone.

BACKGROUND:

Berg Engineering, agent for The Homestead Group LLC, is proposing preliminary approval for a Resort Development to be known as The Homestead Golf Cottages and Homes which is in The Homestead Hotel Condominium Lot 2, Second Plat Amendment of The Homestead Master Plan. The Homestead Golf Cottages are located at 700 North Homestead Drive and are in the R-1-15 zone. This proposal includes five detached single-family homes and 16 condominiums located in two buildings.

The Homestead is a heritage landmark in Midway, and many tourists associate the names “Midway” and “Homestead” as one. The Homestead is an also important economic driver in Midway for both economic activity that has a residual impact on other businesses but also an important tax revenue source for the City which, in turn, helps keep property taxes low which is a benefit to all residents of Midway.

The master plan is 71.97 acres (this proposal covers 2.69 acres) and was approved for development in two phases (this proposal is lot 2 of phase 2). Lot 2 includes seven building pads, common area, and a private road. Five of the building pads are single-family homes and two are condominiums with eight units each. An amendment to the master in 2009 (Resolution 2008-24) prohibited lots 1-4 from use as transient rentals. It is anticipated that the other units will all be transient rentals because they are not specifically prohibited as nightly rentals. The Homestead Resort has a contract with Marriot that will brand the resort as part of the Marriot Autograph Collection. As part of the contract, The Homestead is pursuing condominiums and single-family residences that will be for sale. The RZ code does allow the ability to sell property. The master plan language also allows for some modifications regarding building footprint sizes and expanding the number of rental rooms. There is a maximum number of keys that are allowed is 453, and maximum amount of building footprint is also limited to 367,750 square feet. The proposed plan is well within those limits and will be discussed in more detail later in this report. Changes in room numbers and building footprints do not require a master plan amendment but are allowed through the preliminary and final approval process of each phase. The master plan states the following:

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 setbacks, and be subject to architectural review.

LAND USE SUMMARY:

- R-1-15 Zone
- Lot 2 of Phase 2
- 2.69 acres
- Private road 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.

ANALYSIS:

Density – The proposal includes five detached single-family homes and 16 condominiums located in two buildings. The master plan limits the number of keys to 453 with the proposal raising the resort total to 285.

Building Area –The proposed plan includes a building footprint area for the proposed plat is 30,056 square feet. This brings the total of the master plan to 268,432 square feet. The maximum amount of building footprint is limited to 367,750 square feet. Per the master plan agreement, it is allowed that the developer can increase the building area through the preliminary and final approval process of each phase.

Access – Lot 2 has two access points. The five single-family dwellings have an access easement from Bayhill Drive which is a private road maintained by the Links HOA. The easement was recorded on January 11, 2006, (see attached) and limits access through the Links to only the five lots. The 16 condominium units will have access through The Homestead resort from the main parking lots. Guests will arrive at the Cottages via the trails on the property and it is anticipated that the use of golf carts will be common.

Architecture Theme – The Visual and Architectural Committee (VAC) reviewed and recommended approval of the condominiums in their February 11, 2026, meeting. The single-family homes have yet to receive a recommendation. The master plan agreement does allow for structures to vary from the Swiss and Old European architectural theming that is generally required. The master plan states the following:

Building materials and colors that are compatible with the natural environment and the existing buildings in The Homestead are encouraged.

Setbacks – The proposal does appear to comply with setback requirements for the 2008 master plan and a recent code amendment that allows for 10’ setback when bordering a golf course. The master plan requires a 30’ setback along the south and east property lines of the plat. It appears the cottages and the single-family building pad #5 meet that requirement. The four single-family homes along the west boundary all comply with the required 10’ setback.

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. All future elevation certificates will be based on natural grade and will need to comply with the provisions of the master plan agreement. For this proposal, the five single-family homes will all need to comply with the 35’ height limit. The two condominium structures do not have that same requirement but cannot exceed the 5680’ elevation as stated in the master plan.

Building Area Dimensional Limitations – The 2006 code requires that building coverage not exceed 12,000 square feet per acre or greater than 27.5% of an acre. The building coverage for the entire master plan has an average building coverage of 3,730 square feet per acre which is 9% per acre. The percentage of coverage for this proposal is 25.7%.

Parking – The developer is required to build 465 stalls but is planning to build 510 stalls. Also, if parking demand is higher, the developer has the room to build 609 stalls on-site. The developer has expanded the density in the plat from two cottage units to 16 cottage units, which requires 14 more stalls. This brings the required number of stalls to 479, which is less than the 510 stalls that will be built. If there are parking issues, the current agreement gives the City the ability to require additional parking stalls to be constructed if it is agreed by the Planning Director and the City Engineer that there is a lack of parking.

Short-term rentals – All the units in the proposal may be short-term rentals except the single-family dwellings 1-4 which are the southernmost units in the proposal. Resolution 2008-24 prohibits lots 1-4 from use as transient rentals.

Water Rights – The amount of water rights required for the proposed plan has not yet been determined. The Water Board will review this item at a future meeting before final approval is presented to the Planning Commission. Water rights for the proposed plat will be dedicated to the City before recording the plat.

VISUAL AND ARCHITECTURAL COMMITTEE RECOMMENDATION:

The Visual and Architectural Committee (VAC) has reviewed several renderings of the condominiums and did recommend their approval in the VAC meeting on February 11, 2026. The five single-family homes have not yet been reviewed by the VAC. This review will take place before final approval of the plat. Once building permits are submitted to the City, staff will ensure that construction of those structures matches approved plans.

WATER BOARD RECOMMENDATION:

The amount of water rights required for the proposed plan has not yet been determined. The applicant will receive a recommendation from the Water Board before final approval. Water rights will then be dedicated to the City before the recording of the plat.

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 proposal does comply with requirements as described in the master plan.
- The proposal does comply with newly adopted setback requirements for structures bordering dedicated golf course open space.

ALTERNATIVE ACTIONS:

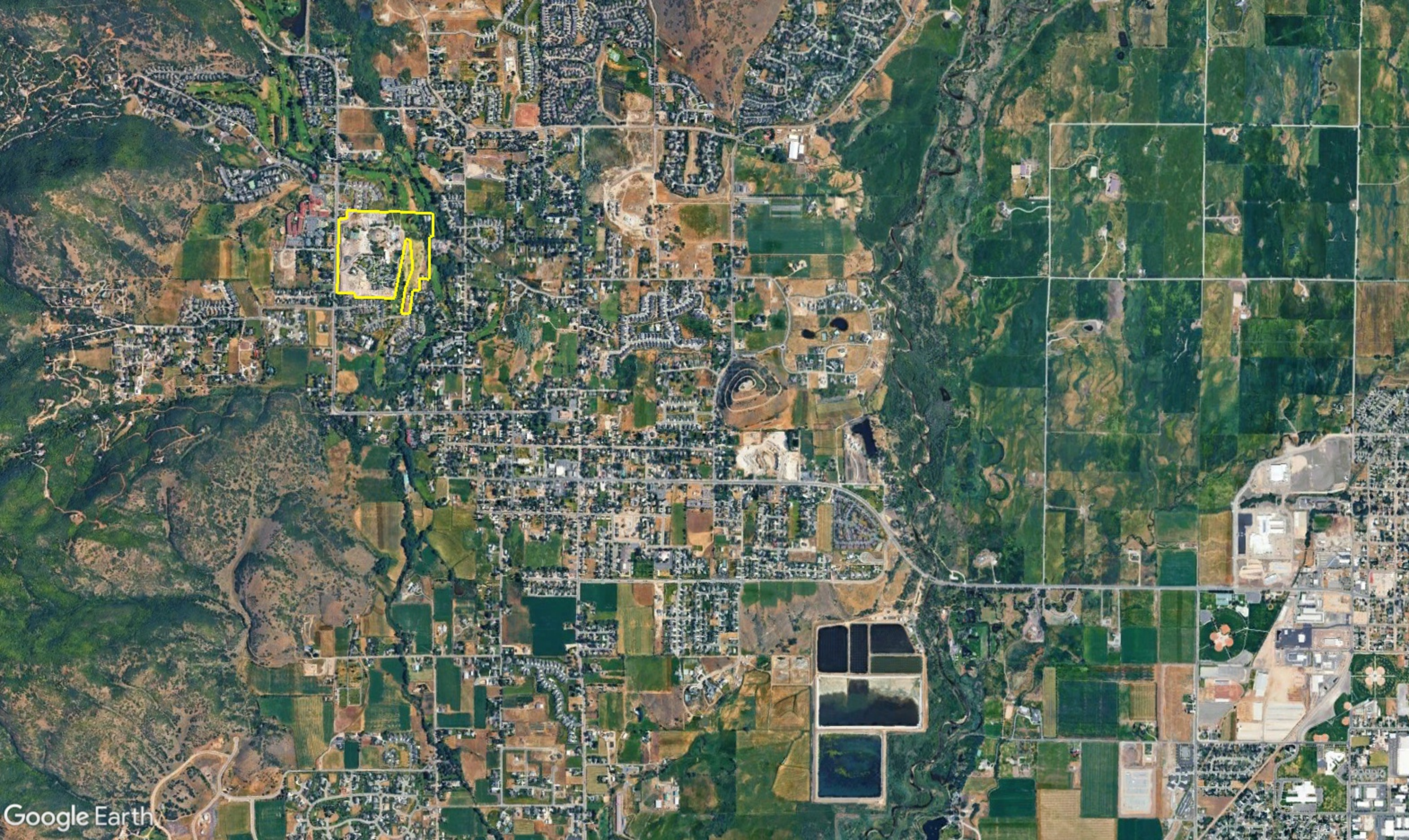
1. Recommendation of Approval (conditional). This action can be taken if the Planning Commission finds the proposal complies with code and master plan requirements.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed

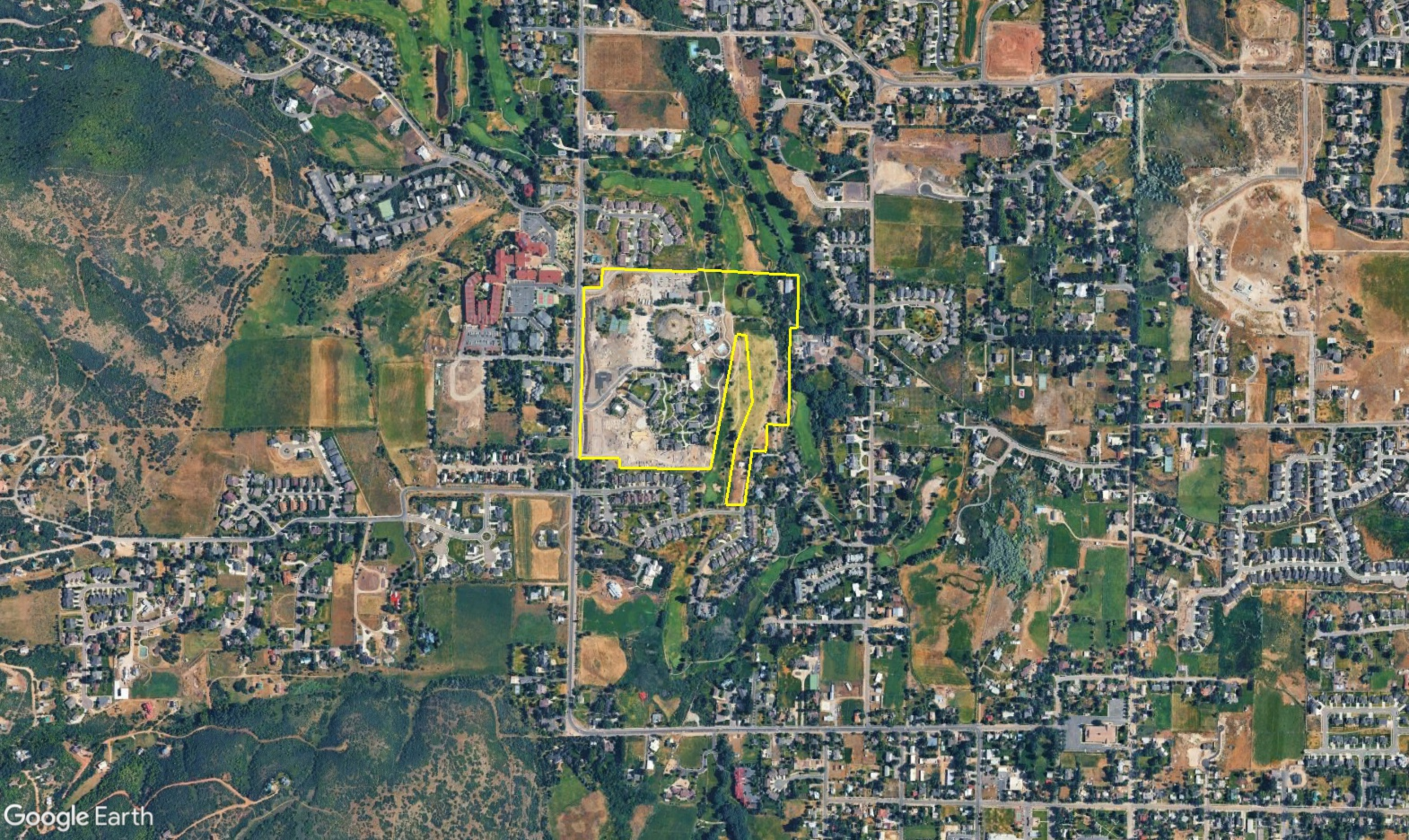
2. Continuance. This action can be taken if the Planning Commission finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again

3. Recommendation of Denial. This action can be taken if the Planning Commission finds that the request does not comply with code and master plan requirements.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial

PROPOSED CONDITIONS:

1. All lighting in the proposal will comply with current Midway requirements.
2. All required parking for each building and use shall be completed before the certificate of occupancy is issued for each building in the proposal.









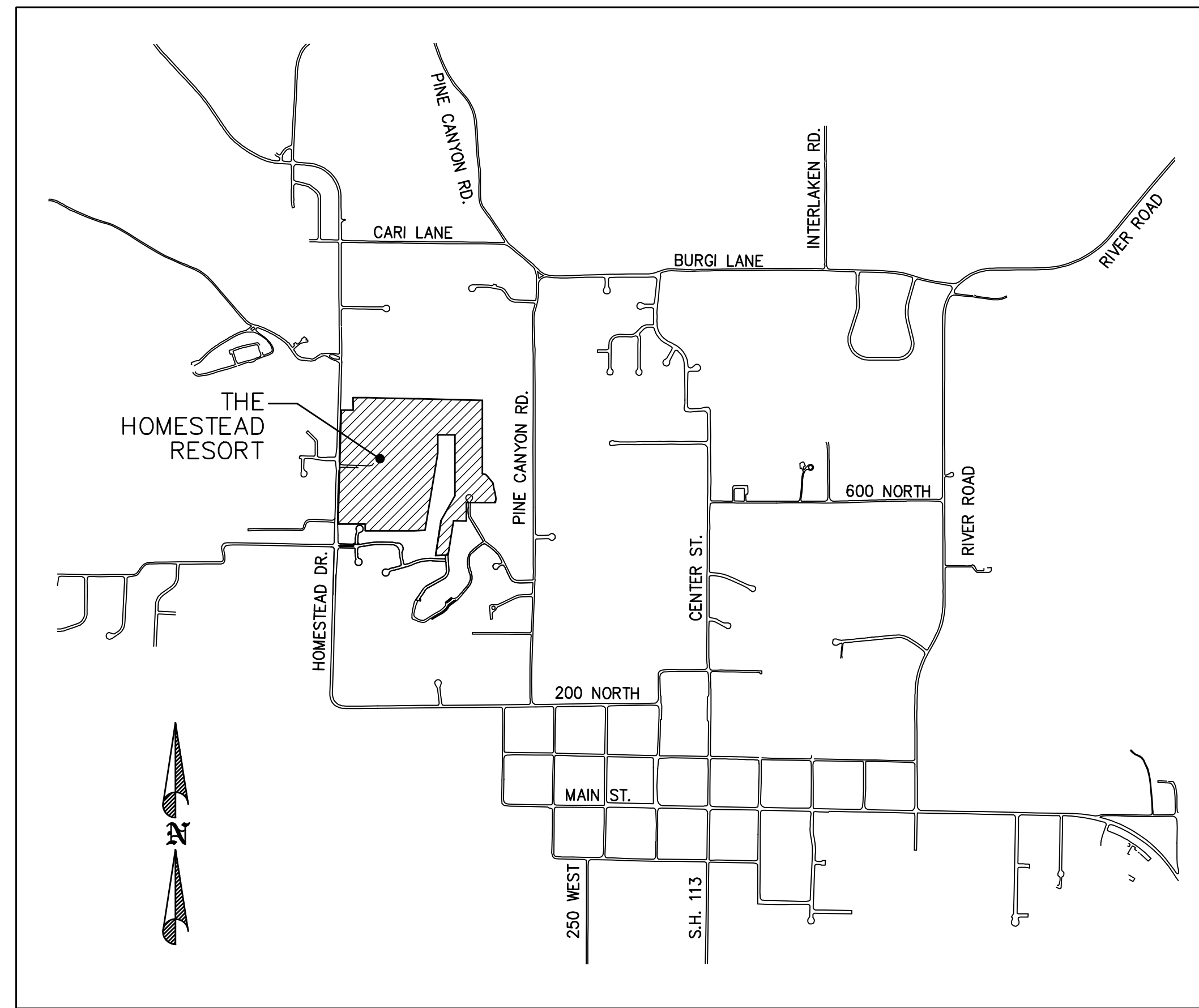


THE HOMESTEAD

GOLF COTTAGES AND HOMES

THE HOMESTEAD HOTEL CONDOMINIUM LOT 2, SECOND PLAT AMENDMENT

PRELIMINARY PLAN



MIDWAY CITY
VICINITY MAP

SHEET INDEX

- C1. OVERALL SITE PLAN
- C2. GOLF COTTAGES AND HOMES SITE PLAN
- C3. PRELIMINARY GRADING PLAN FOR GOLF COTTAGES AND HOMES
- C4. NORTH FAIRWAY DRIVE PLAN & PROFILE
- C5. ROAD CONSTRUCTION DETAILS
- C6. UTILITY PLAN
- C7. NORTH FAIRWAY DRIVE SEWER PLAN & PROFILE
- C8. SEWER CONSTRUCTION DETAILS
- C9. WATER PLAN
- C10. WATER CONSTRUCTION DETAILS
- C11. NORTH FAIRWAY DRIVE STORM DRAIN PLAN & PROFILE
- C12. STORM DRAIN CONSTRUCTION DETAILS
- C13. THE HOMESTEAD HOTEL CONDOMINIUM LOT 2, SECOND AMENDMENT OVERALL PLAT
- C14. THE HOMESTEAD HOTEL CONDOMINIUM LOT 2, SECOND AMENDMENT

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THE HOMESTEAD GOLF COTTAGES AND HOMES -- 5 MARCH 2026

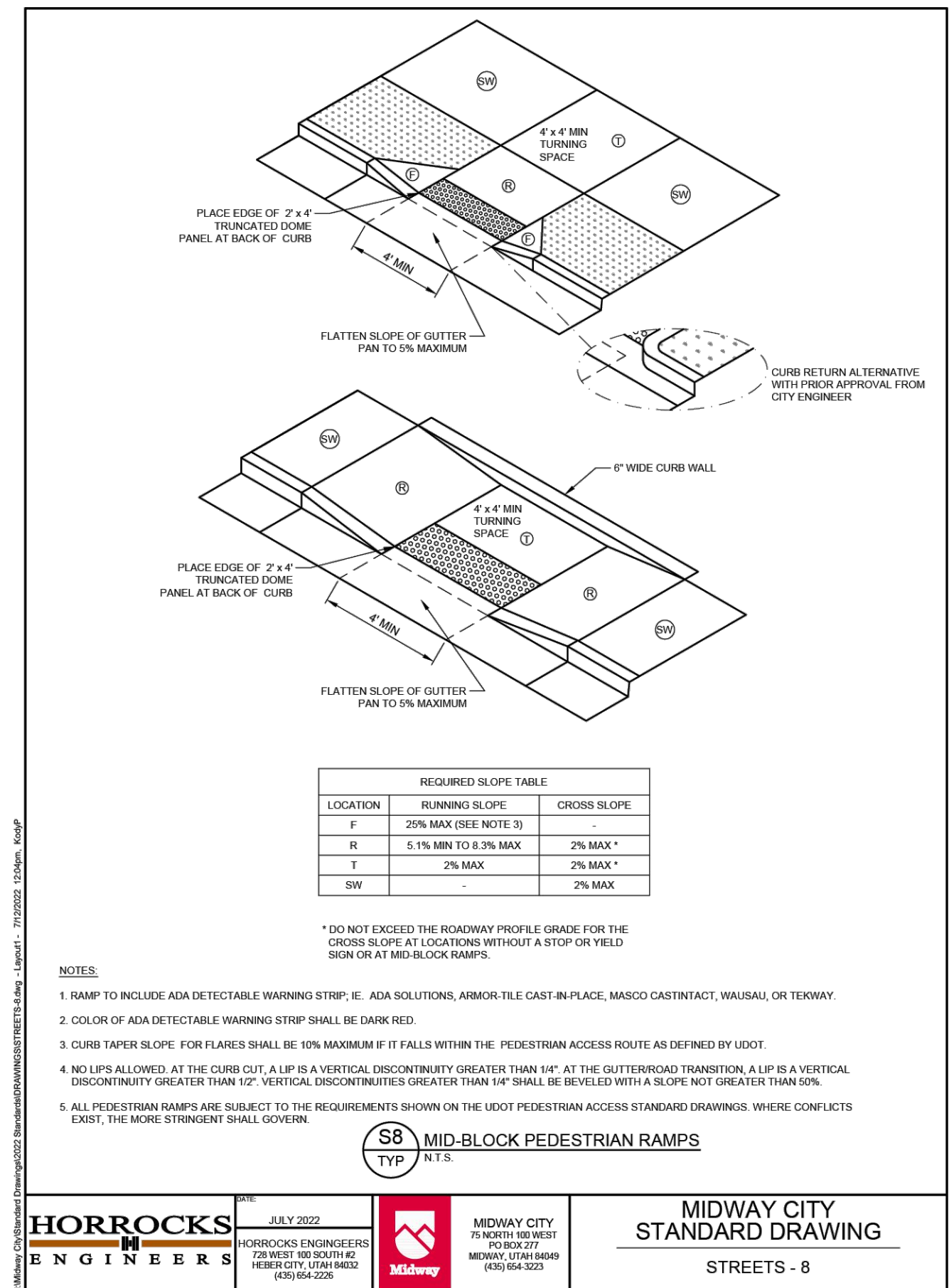
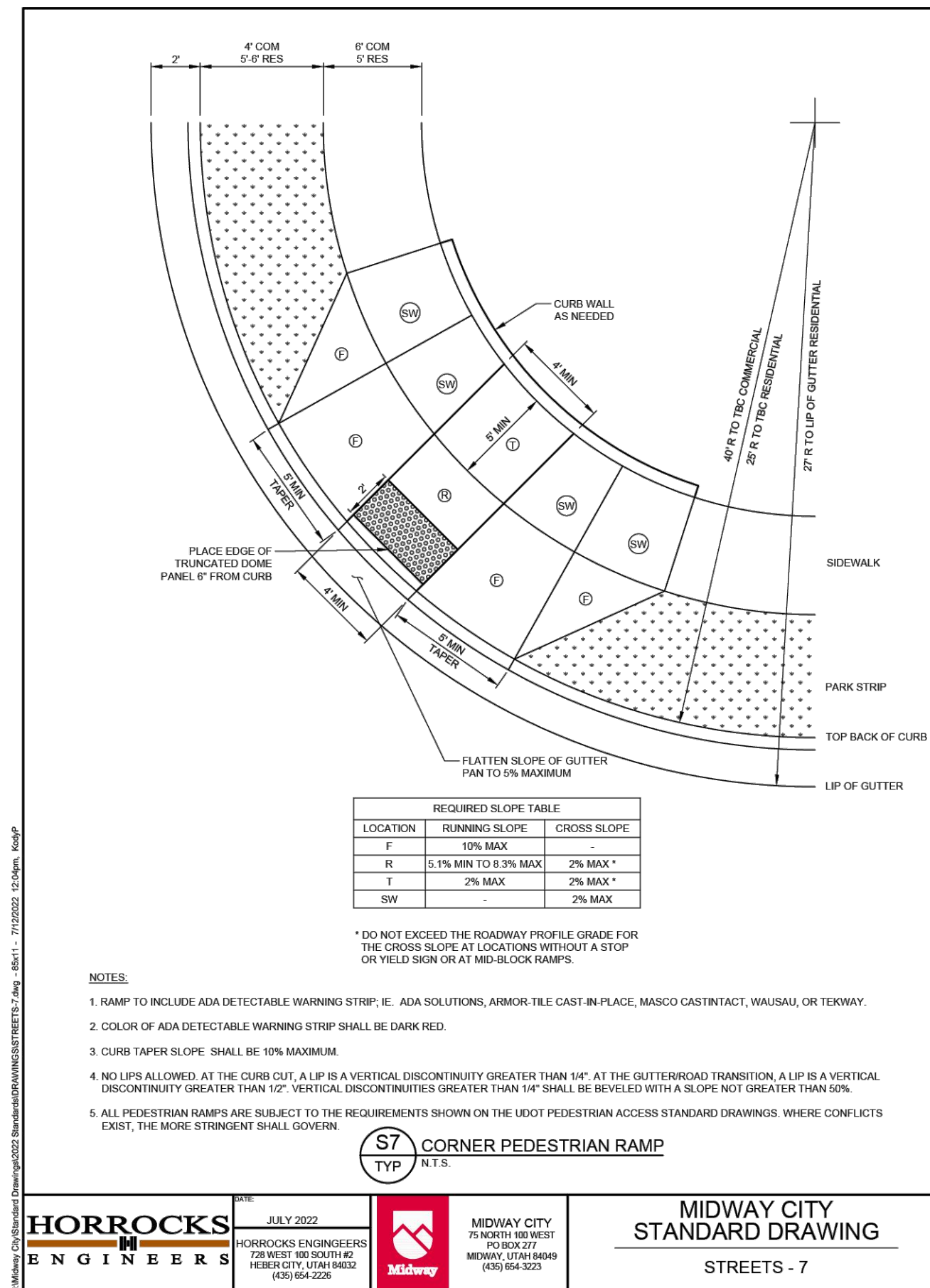
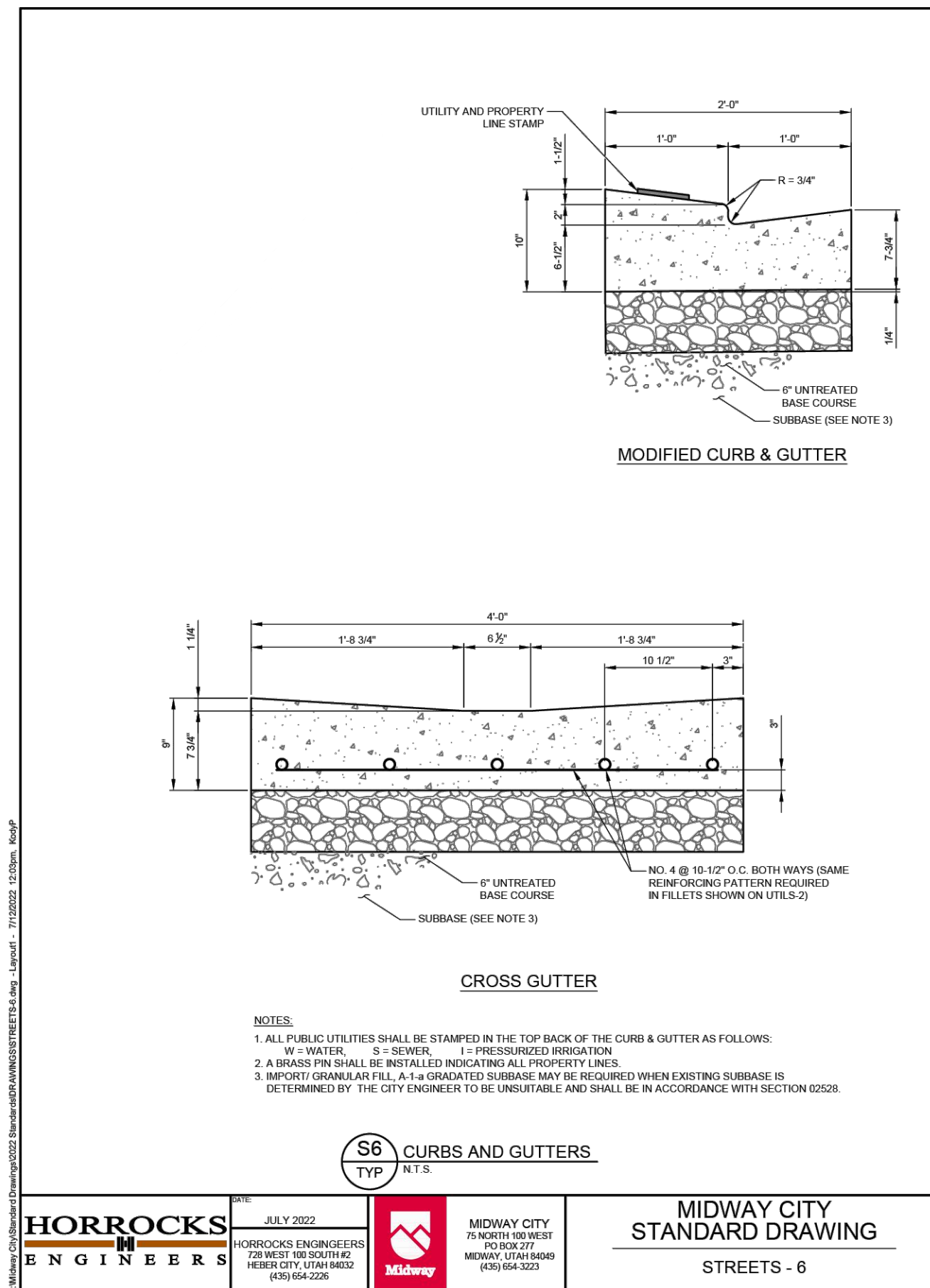
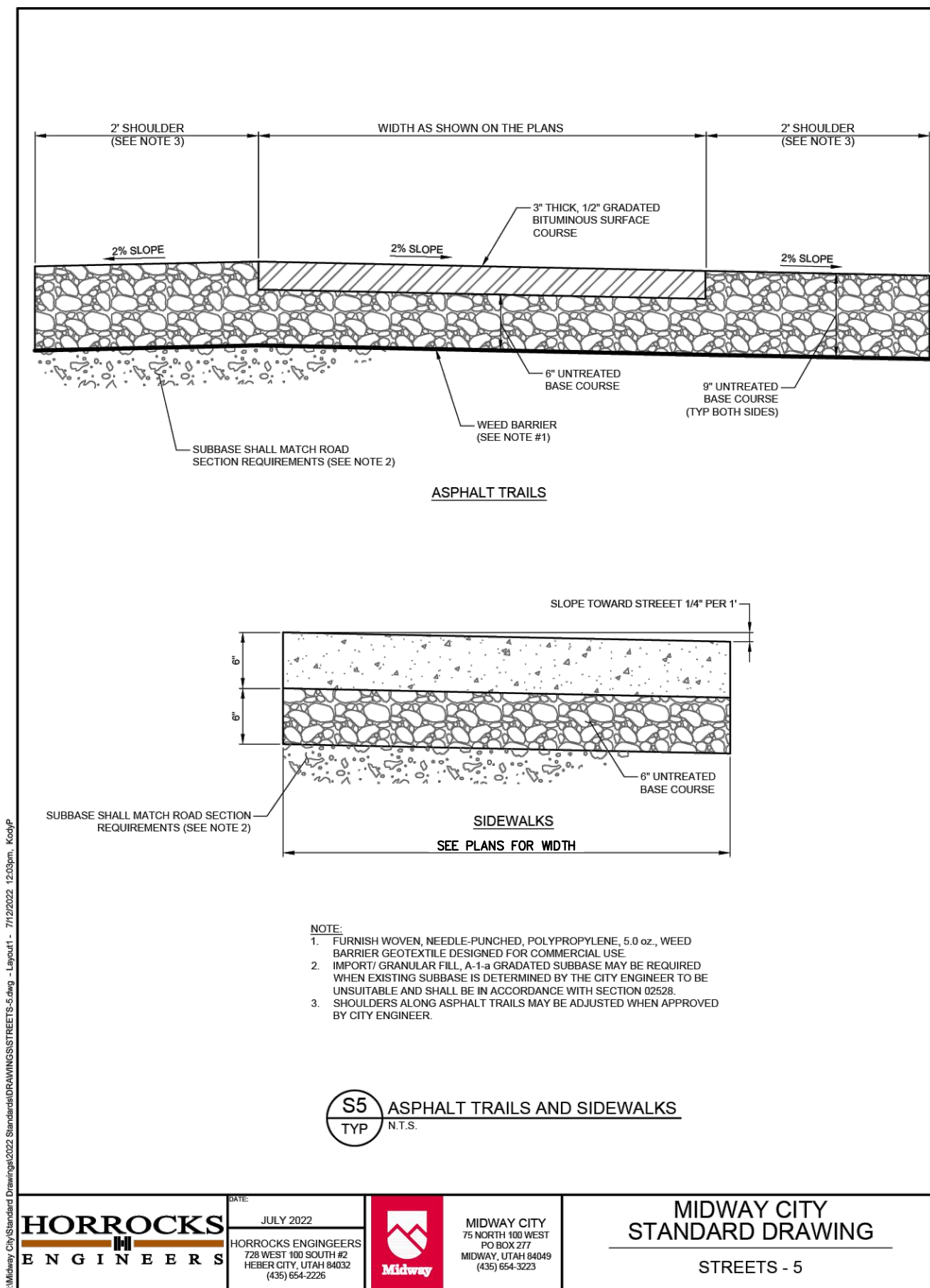
THE HOMESTEAD GROUP LLC
GOLF COTTAGES AND HOMES

COVER



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 NOT INTENDED FOR CONSTRUCTION,
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 PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 5 MAR 2026

DESIGN BY: PDB	DATE: 5 MAR 2026	SHEET
DRAWN BY: DEJ	REV:	0



3" ASPHALT
6" ROAD BASE
SUITABLE NATIVE
A-1a MATERIAL OR 8" MINIMUM
OF GRANULAR BORROW PER
GEOTECH REPORT

PRIVATE ROAD AND
PARKING LOT SECTION

ALL MATERIAL & INSTALLATION
TO MIDWAY CITY STANDARDS
AND SPECIFICATIONS

PRIVATE ROAD DETAIL

THE HOMESTEAD GROUP LLC
GOLF COTTAGES AND HOMES

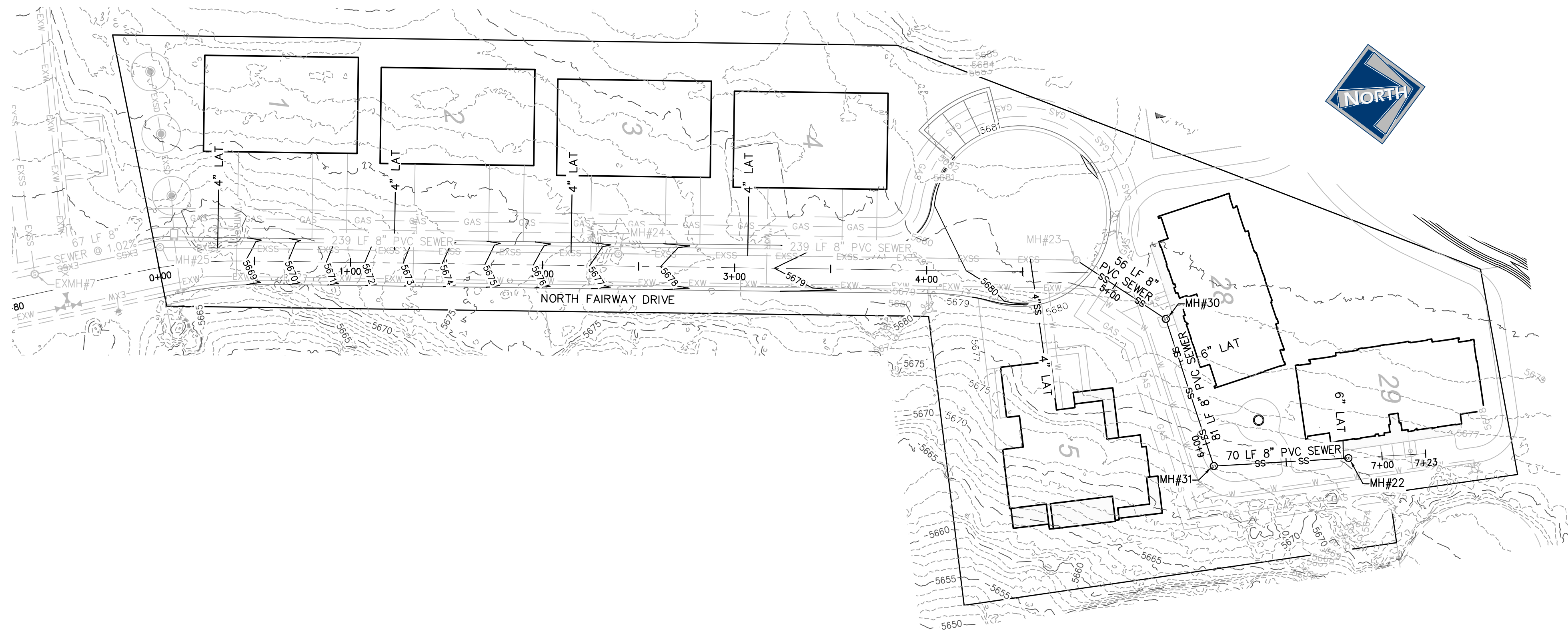
ROAD CONSTRUCTION
DETAILS



DESIGN BY: PDB
DRAWN BY: DEJ

DATE: 5 MAR 2026
REV:

SHEET
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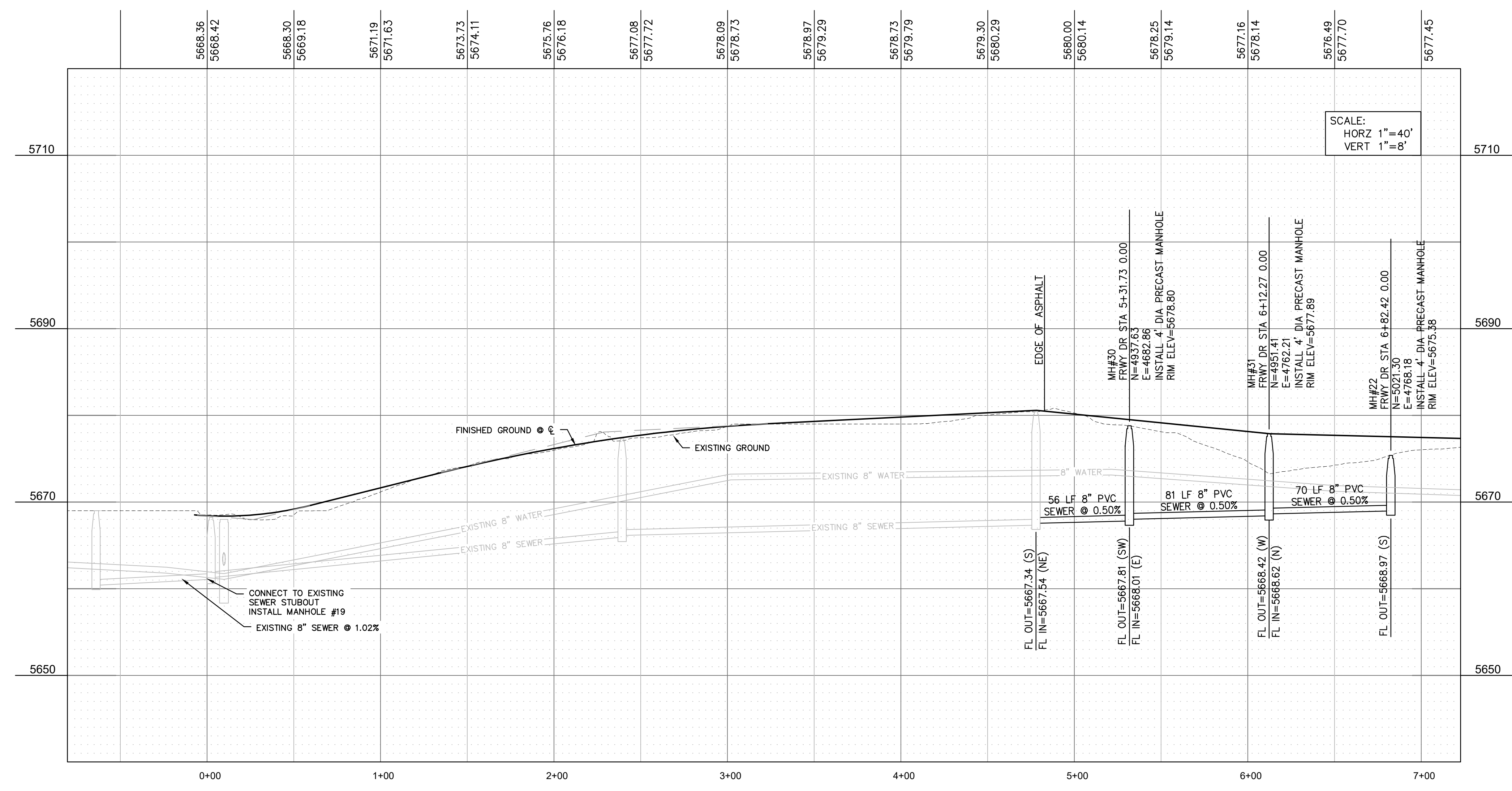
- LEGEND**
- EXPWR EXISTING POWER
 - EXGAS EXISTING GAS
 - EXSS EXISTING SEWER
 - SS PROPOSED 8" SEWER
 - EX8"W EXISTING 8" WATER
 - 8"WTR PROPOSED 8" WATER
 - PI PROPOSED PRESSURIZED IRRIGATION
 - EXPI EXISTING PRESSURIZED IRRIGATION
 - SD PROPOSED STORM DRAIN

BLUE STAKE NOTE:

- LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

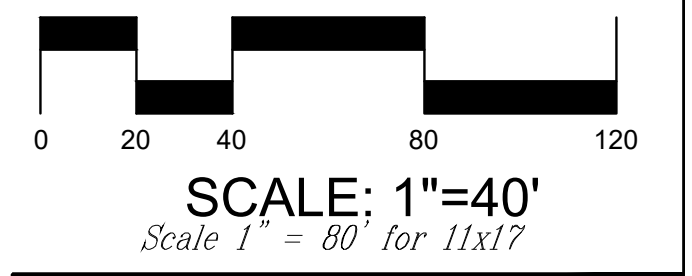
NOTES:

- ALL SEWER CONSTRUCTION SHALL MEET MIDWAY SANITATION DISTRICT STANDARDS AND SPECIFICATIONS.



5705.54 EXISTING ELEV.
5706.35 PROPOSED ELEV.

SCALE:
HORZ 1"=40'
VERT 1"=8'



THE HOMESTEAD GROUP LLC
GOLF COTTAGES AND HOMES

NORTH FAIRWAY DRIVE
SEWER PLAN & PROFILE STA 0+00-6+15



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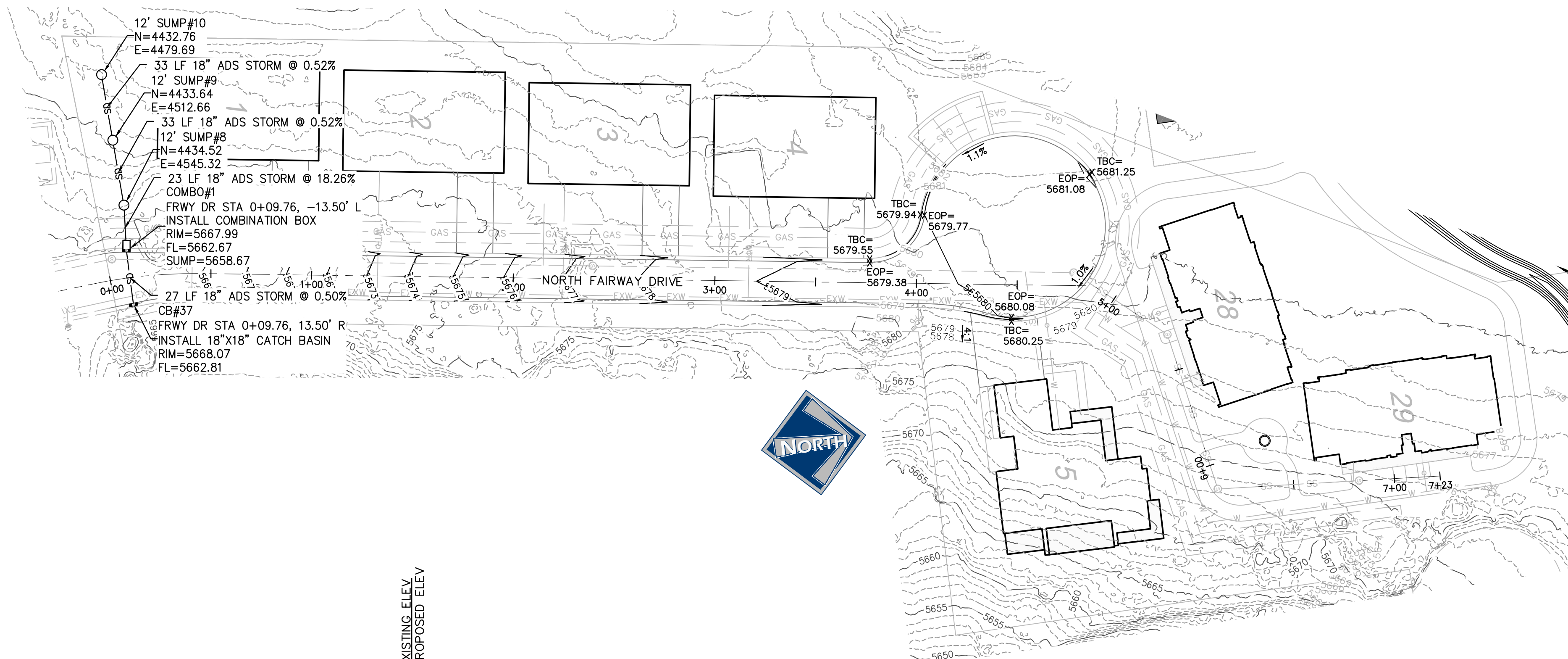
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DRAWN BY: DEJ

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REV:

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1. 11/15/2024 11:54 AM Paul D. Berg, P.E. (AutoCAD) (C:\Users\pberga\OneDrive - The Homestead Group LLC\Documents\Projects\2024\04\North Fairway Drive Sewer Plan & Profile.dwg) (P:\Projects\2024\04\North Fairway Drive Sewer Plan & Profile.dwg) (P:\Projects\2024\04\North Fairway Drive Sewer Plan & Profile.dwg)



- LEGEND**
- EXPWR EXISTING POWER
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NOTES:

- ALL STORM DRAIN CONSTRUCTION SHALL MEET MIDWAY CITY STANDARDS AND SPECIFICATIONS.

SUMP TABLE					
NAME	NORTHING	EASTING	RIM	PIPE FL	BOTTOM
SUMP#8	4434.52	4545.32	5671.50	5658.56	5653.50
SUMP#9	4433.64	4512.66	5674.00	5658.39	5653.50
SUMP#10	4432.76	4479.69	5676.50	5658.22	5653.50

RIM OF CATCH BASIN GRATE IS 67.59.
 14' SUMP DEPTH IS BASED ON THIS ELEVATION.
 BOTTOM OF SUMPS SHOULD BE 5653.50.
 TOTAL SUMP MANHOLE DEPTH EXCEEDS 14' SEE SUMP TABLE FOR RIM TO BOTTOM DEPTHS.

**Homestead Villas
 Final Storm Drainage Calculations**

5 June 2024

Table 1 - Runoff Coefficient for Drainage Areas

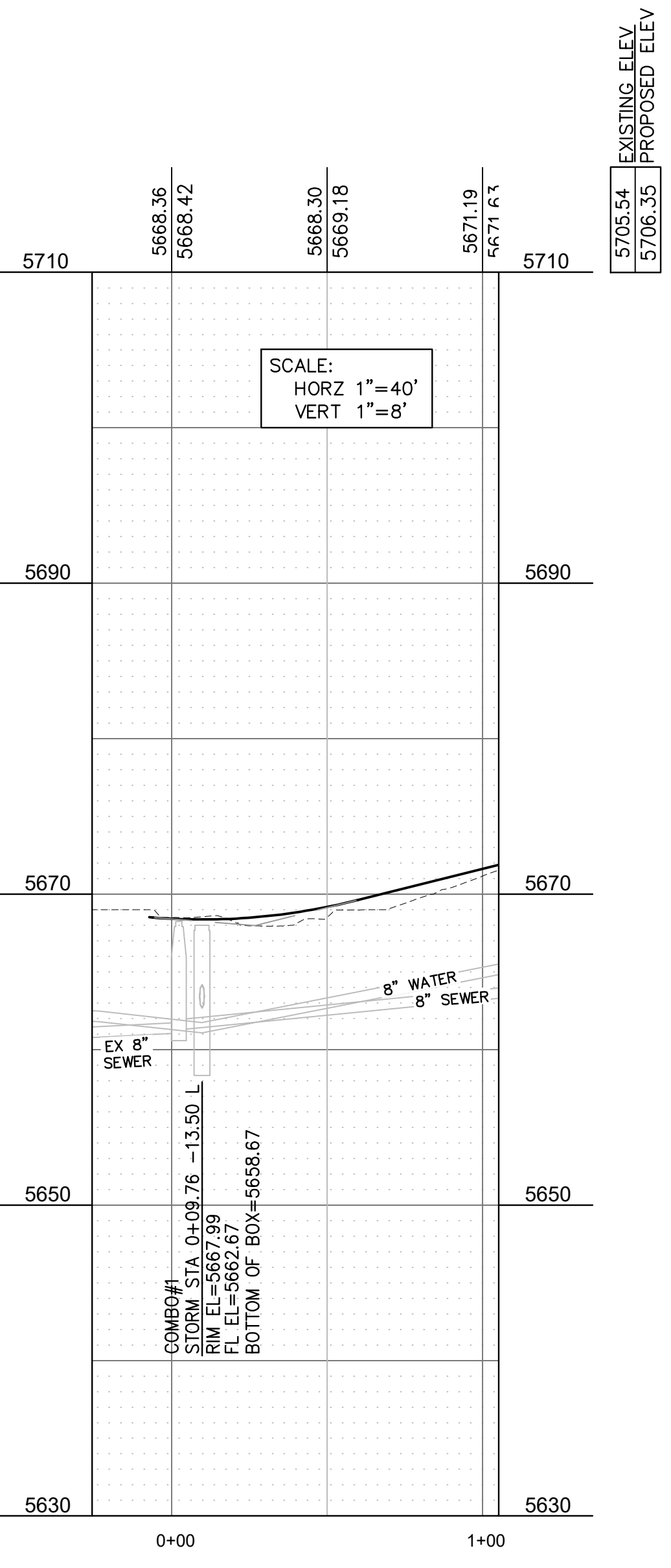
Drainage Area	Total Collected Area (acres)	C = 0.95			C = 0.90		C = 0.20	
		Building Pad (acres)	Road and Driveways (acres)	Landscaping (acres)	Composite Runoff Coefficient	Composite Runoff Coefficient	Composite Runoff Coefficient	
A	1.75	0.43	0.50	0.82	0.58	0.58		

Table 2 - Area A, 100 Year Storm Peak Runoff Rates and Volumes

Time Period (min)	Rainfall Intensity (in/hr)	Total Area (acres)	Developed Runoff Coefficient	Peak Runoff Rate (cfs)	Total Runoff Volume (cf)
15	4.08	1.75	0.58	4.17	3,755
30	2.76	1.75	0.58	2.82	5,080
60	1.71	1.75	0.58	1.75	6,295
120	0.96	1.75	0.58	0.98	7,068
180	0.65	1.75	0.58	0.66	7,176
360	0.36	1.74	0.58	0.36	7,750
720	0.21	1.75	0.58	0.21	9,276
1440	0.13	1.75	0.58	0.13	11,485

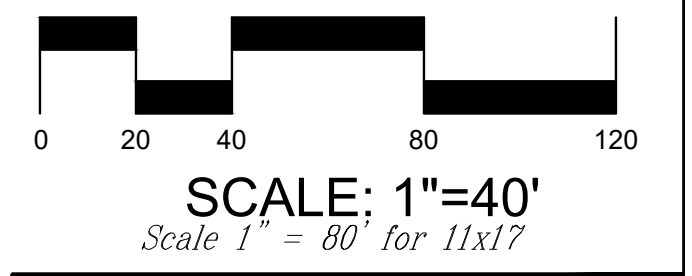
Table 3 - Sump Design Calculations for Area A

Time Period (min)	Total Runoff Volume (cf)	Percolation Rate (inch/hour)	3'-14" Sump Volume (cf)	Percolation from Sump (cf)	Total Sump Capacity (cf)
15	3,755	2.0	5,991	130	6,121
30	5,080	2.0	5,991	259	6,250
60	6,295	2.0	5,991	518	6,509
120	7,068	2.0	5,991	1,037	7,028
180	7,176	2.0	5,991	1,555	7,546
360	7,750	2.0	5,991	3,110	9,101
720	9,276	2.0	5,991	6,221	12,212
1440	11,485	2.0	5,991	12,442	18,433



SCALE:
 HORZ 1"=40'
 VERT 1"=8'

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 Plot Scale: 1/8"=1'-0"



THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

NORTH FAIRWAY DRIVE
 STORM DRAIN PLAN & PROFILE



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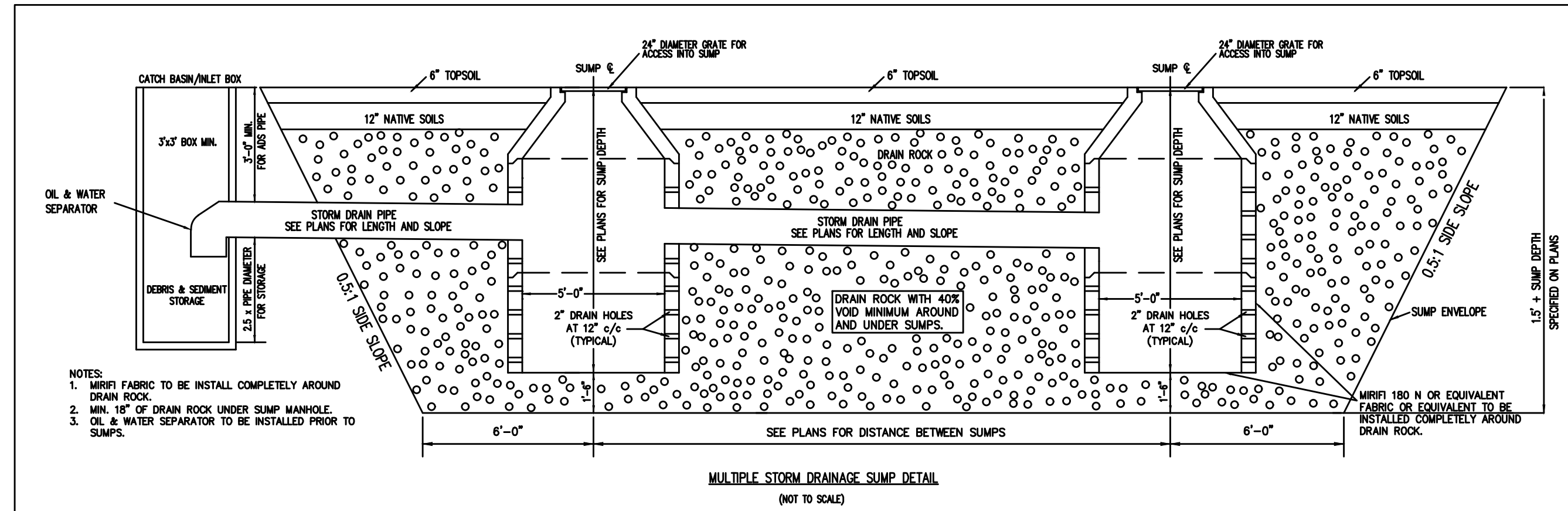
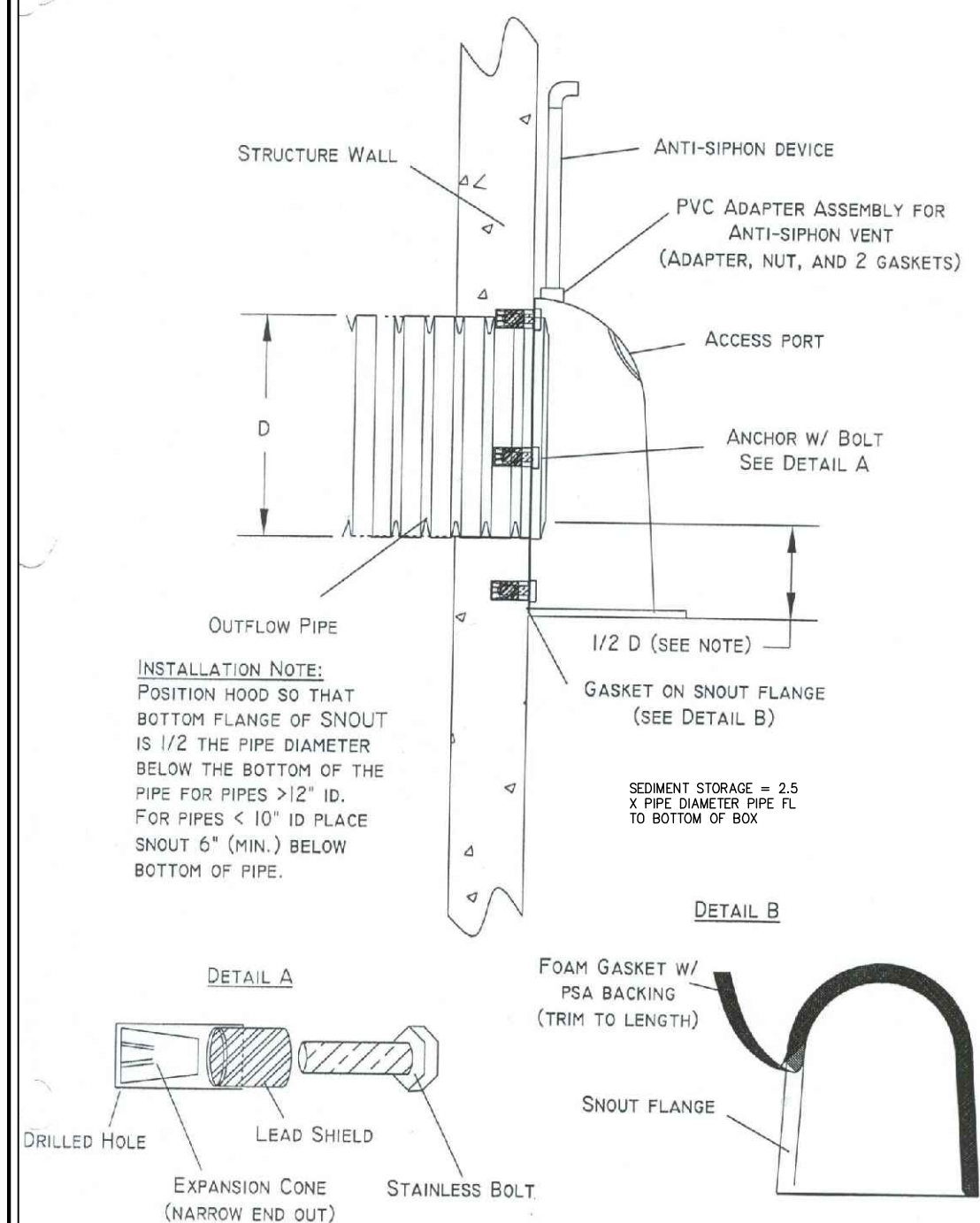
PAUL D. BERG P.E.
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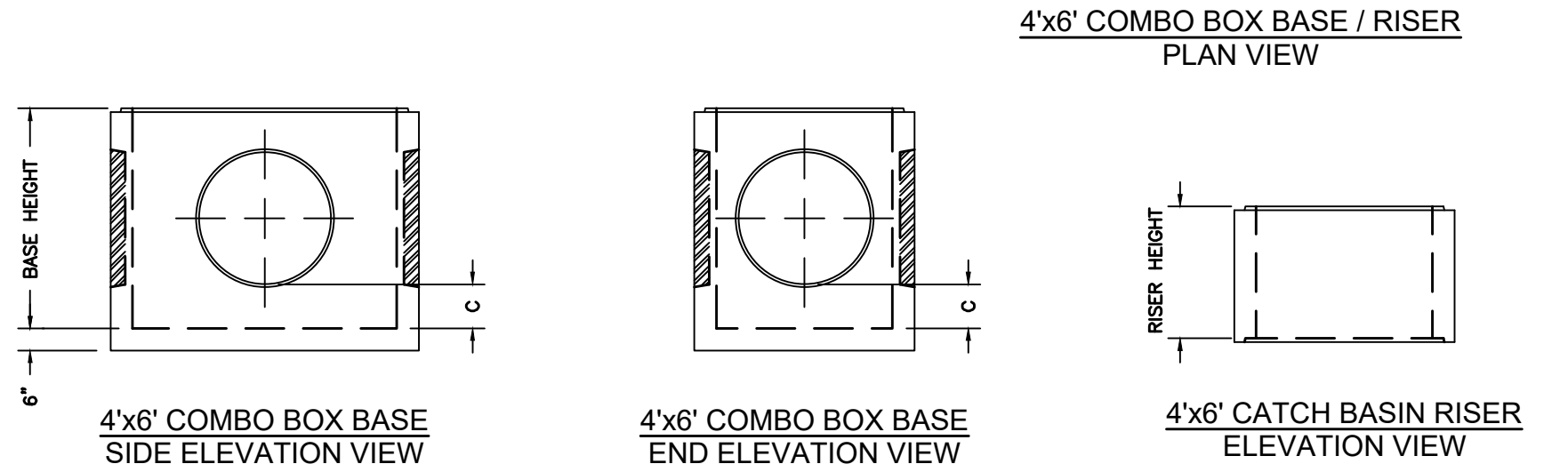
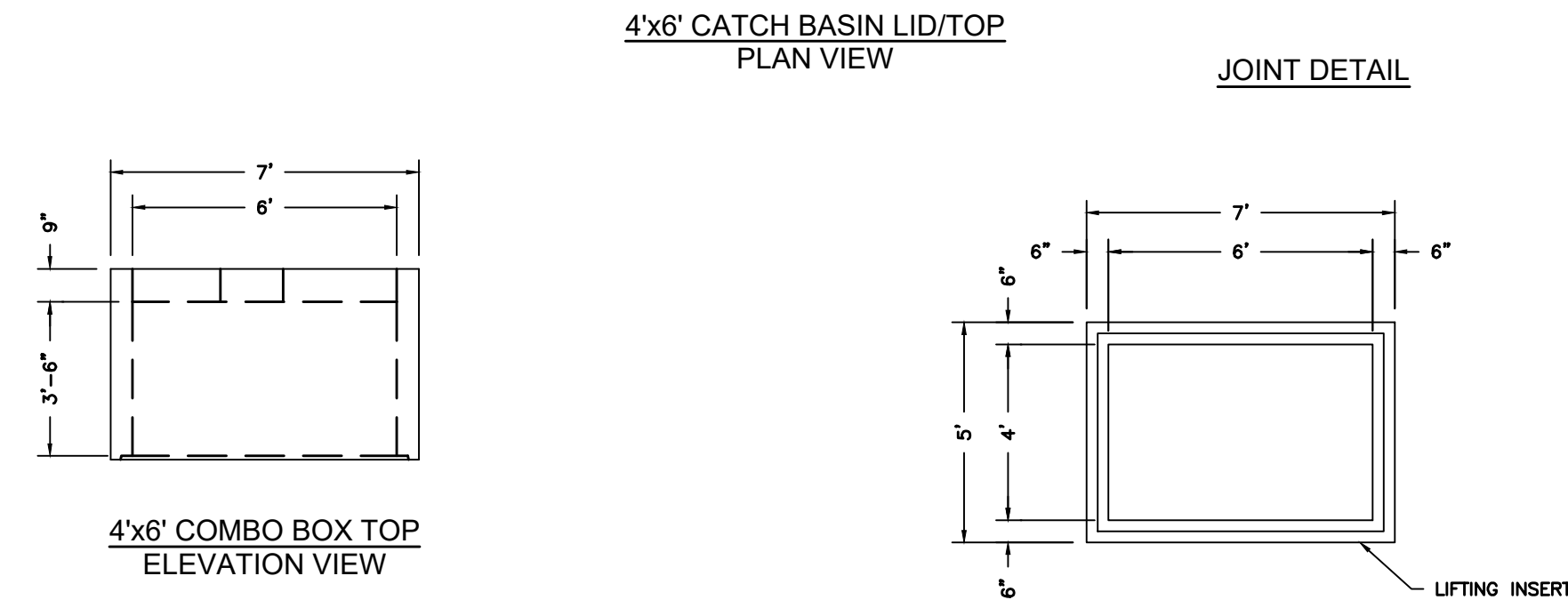
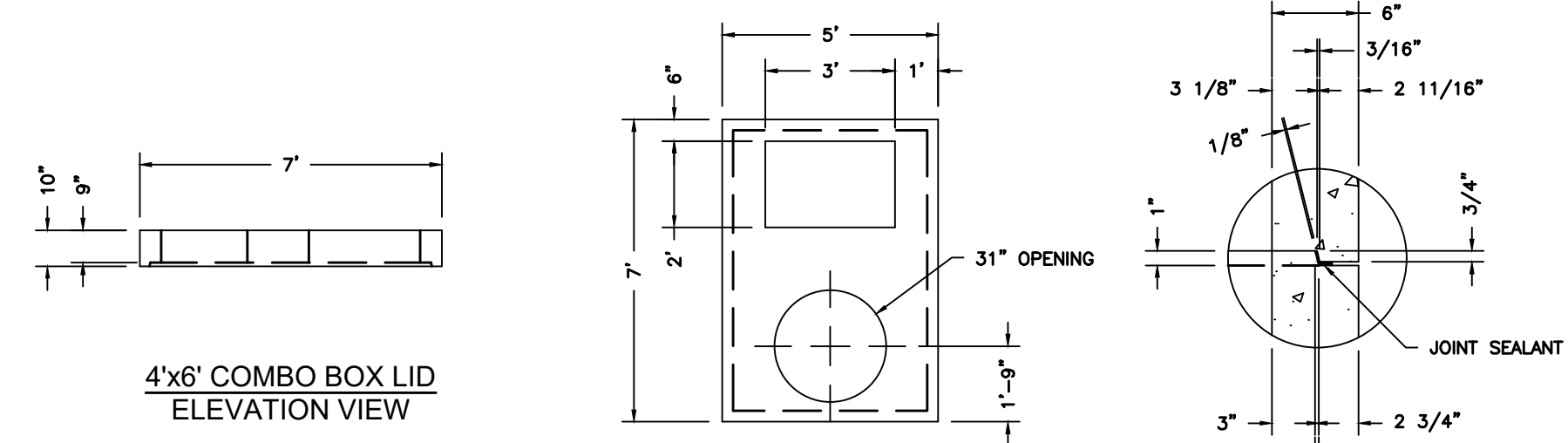
DATE: 5 MAR 2026
 REV:

SHEET
C11

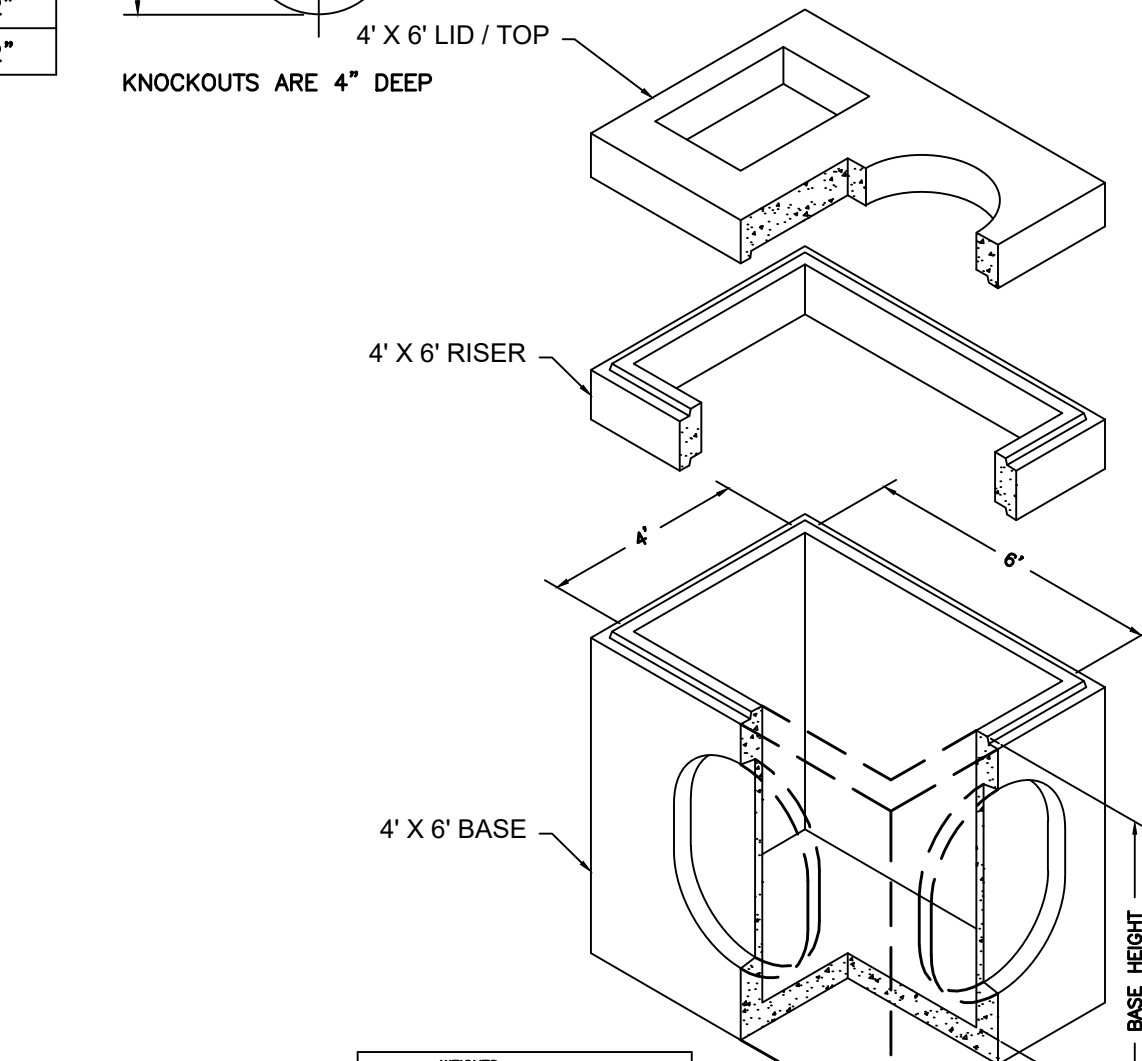
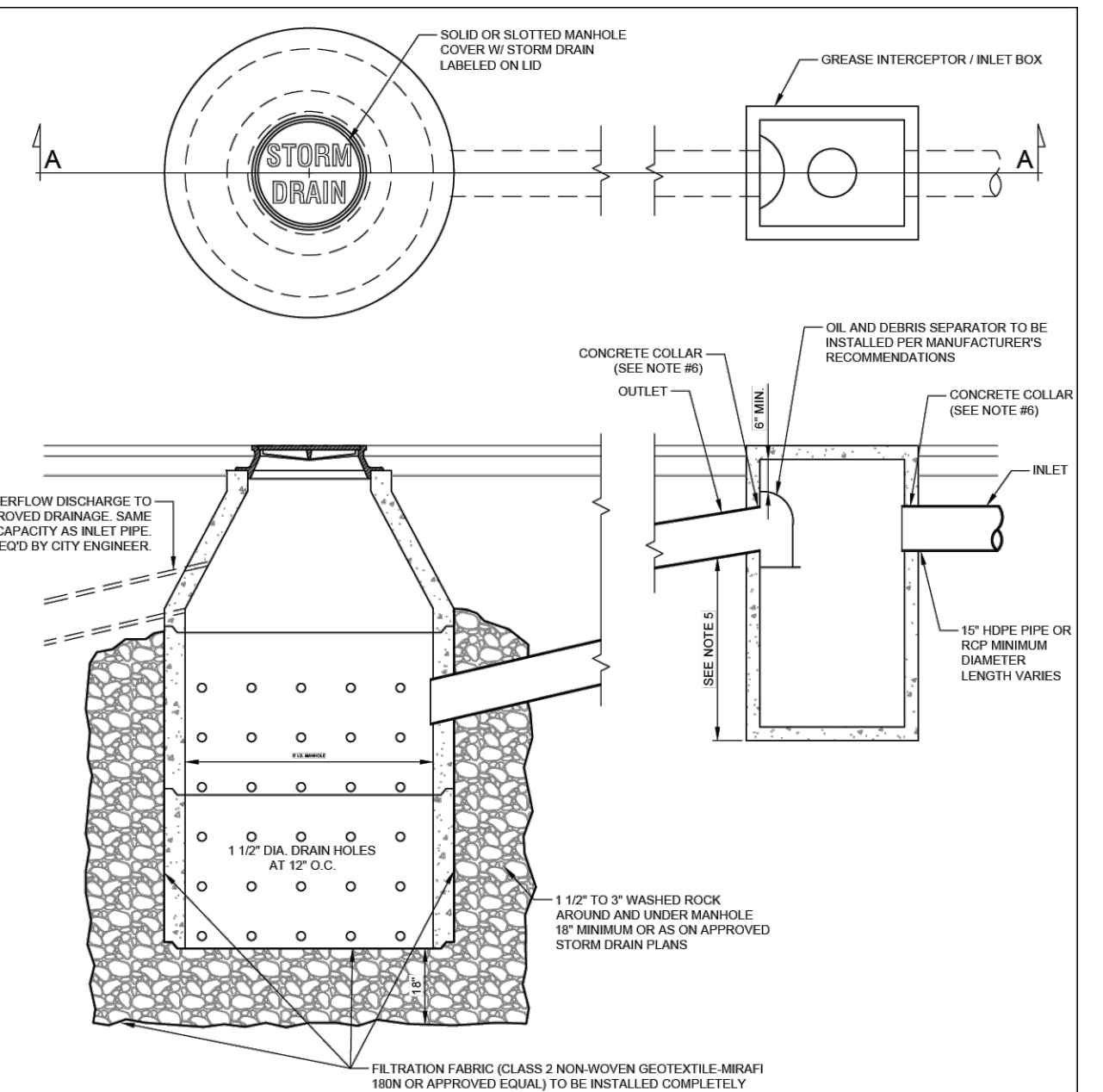
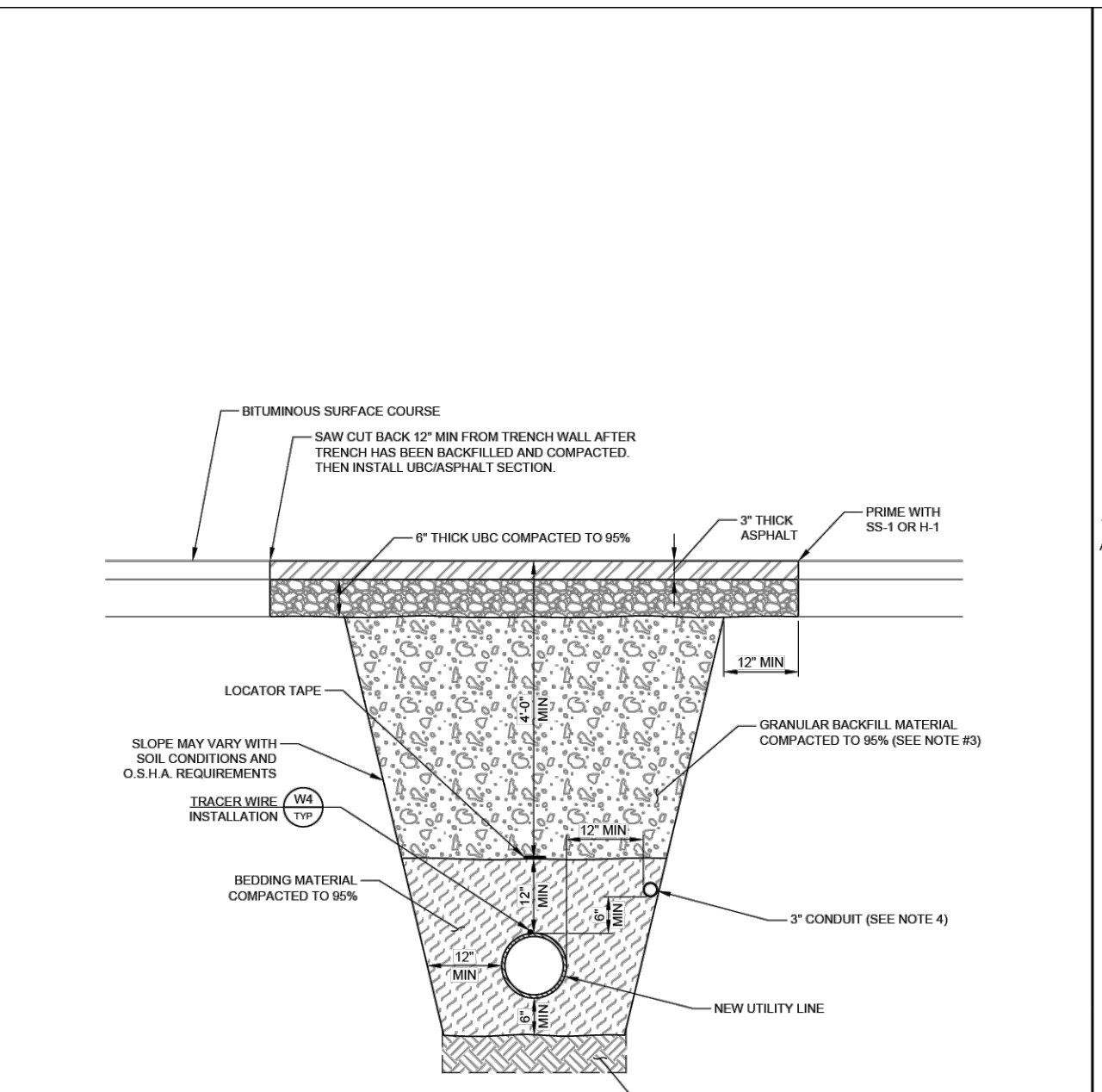
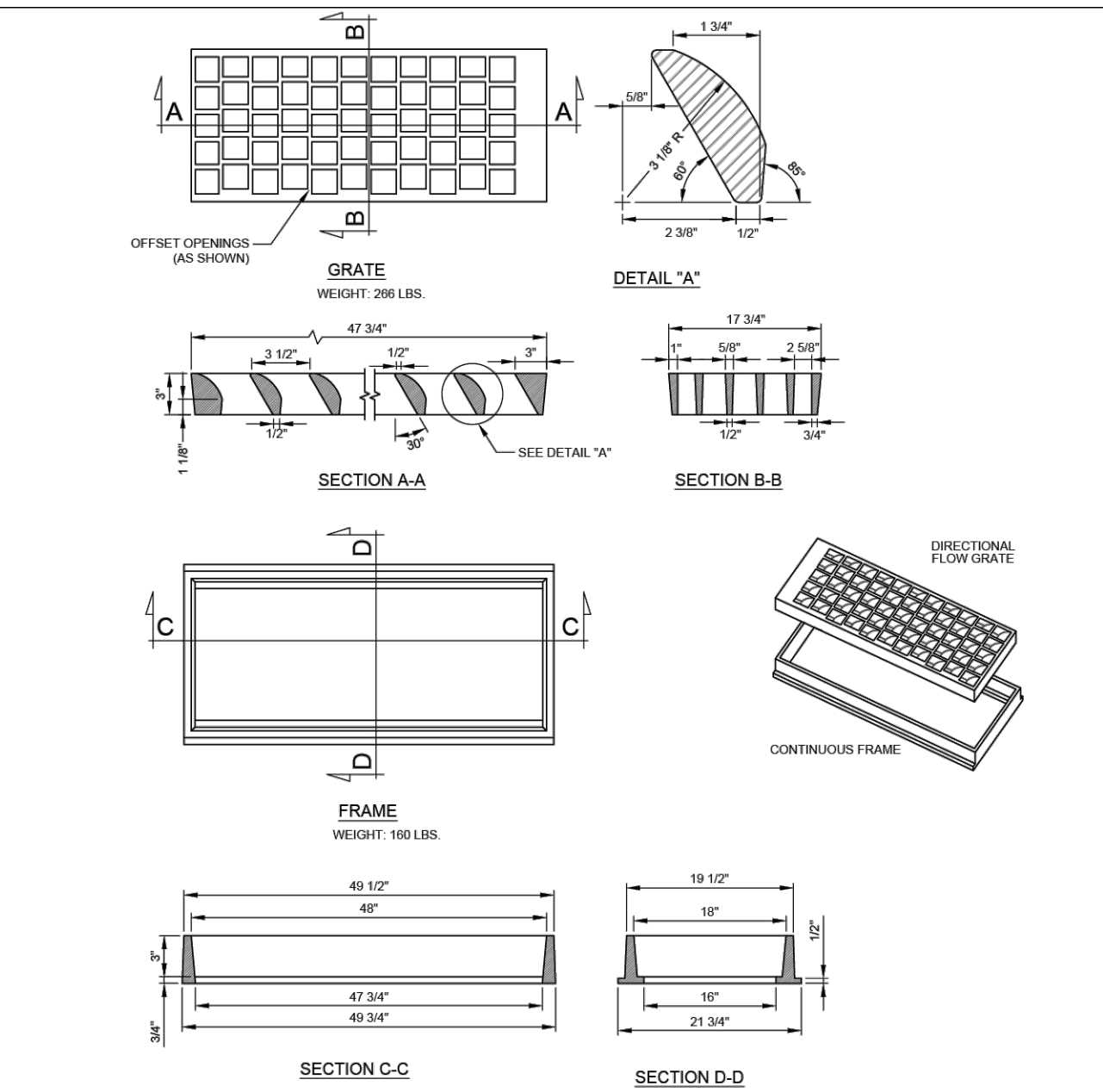
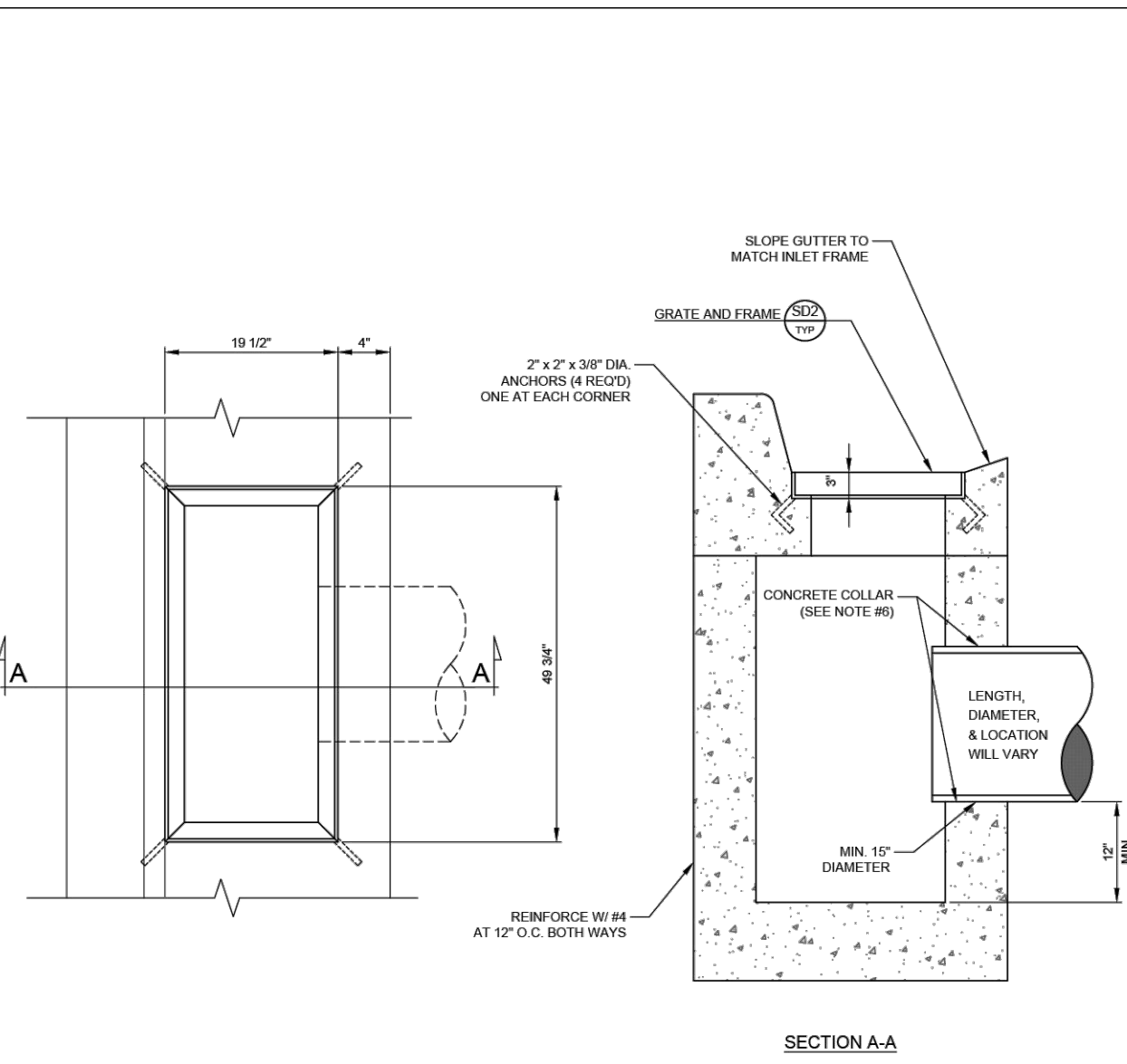
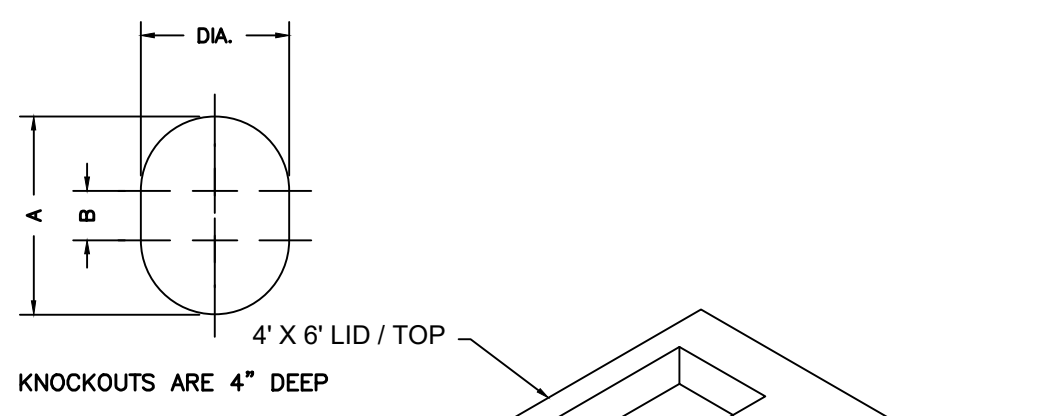
BEST MANAGEMENT PRODUCTS, INC.
"SNOUT" OIL & DEBRIS STOP
INSTALLATION DIAGRAM (TYPICAL)



- NOTES:**
 1. MFRS FABRIC TO BE INSTALLED COMPLETELY AROUND DRAIN ROCK.
 2. MIN. 1\"/>



BASE HEIGHT	WIDE SIDE KNOCKOUT DIMENSIONS			SHORT SIDE KNOCKOUT DIMENSIONS			
	DIA.	A	B	DIA.	A	B	C
3'-6"	36"	36"	0"	36"	36"	0"	0"
4'	36"	36"	0"	36"	36"	0"	0"
5'	36"	36"	0"	36"	36"	0"	12"
6'	36"	48"	12"	36"	48"	12"	12"



HEIGHT	BASE	RISER	LID/TOP
0'	2,245 #		2,750 #
1'		1,800 #	3,300 #
2'		4,850 #	
3'-6"	6,704 #		6,704 #
4'	7,230 #		
5'	8,880 #		
6'	10,530 #		

NOTES:
 1. Sump design complying with ASTM C-857 and
 2. Sump shall have a minimum 2\"/>

SD1 CURB DROP INLET BOX
 TYP N.T.S.

SD2 GRATE AND FRAME
 TYP N.T.S.

U1 UTILITY INSTALLATION IN EXISTING ROADWAY
 TYP N.T.S.

SD3 SUMP DISPOSAL
 TYP N.T.S.

Date: X:\Projects\2024\028 - Storm Drain Construction\Storm Drain Construction - 1.dwg (Auto Cad 2 Plot - Amendment)
 Author: X:\Projects\2024\028 - Storm Drain Construction\Storm Drain Construction - 1.dwg (Auto Cad 2 Plot - Amendment)
 Date: 2/28/2024 10:00:00 AM

THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

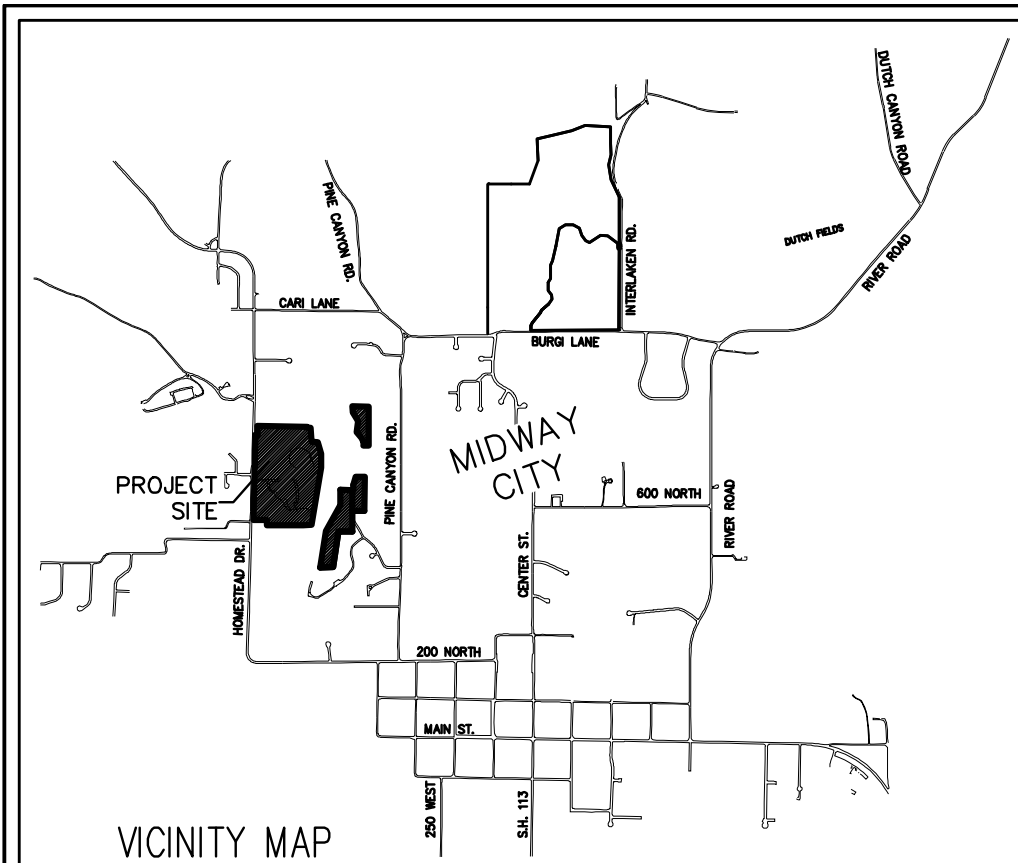
STORM DRAIN CONSTRUCTION DETAILS

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

DESIGN BY: PDB
 DRAWN BY: DEJ

DATE: 5 MAR 2026
 REV:

SHEET
C12



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



SCALE: 1"=100'

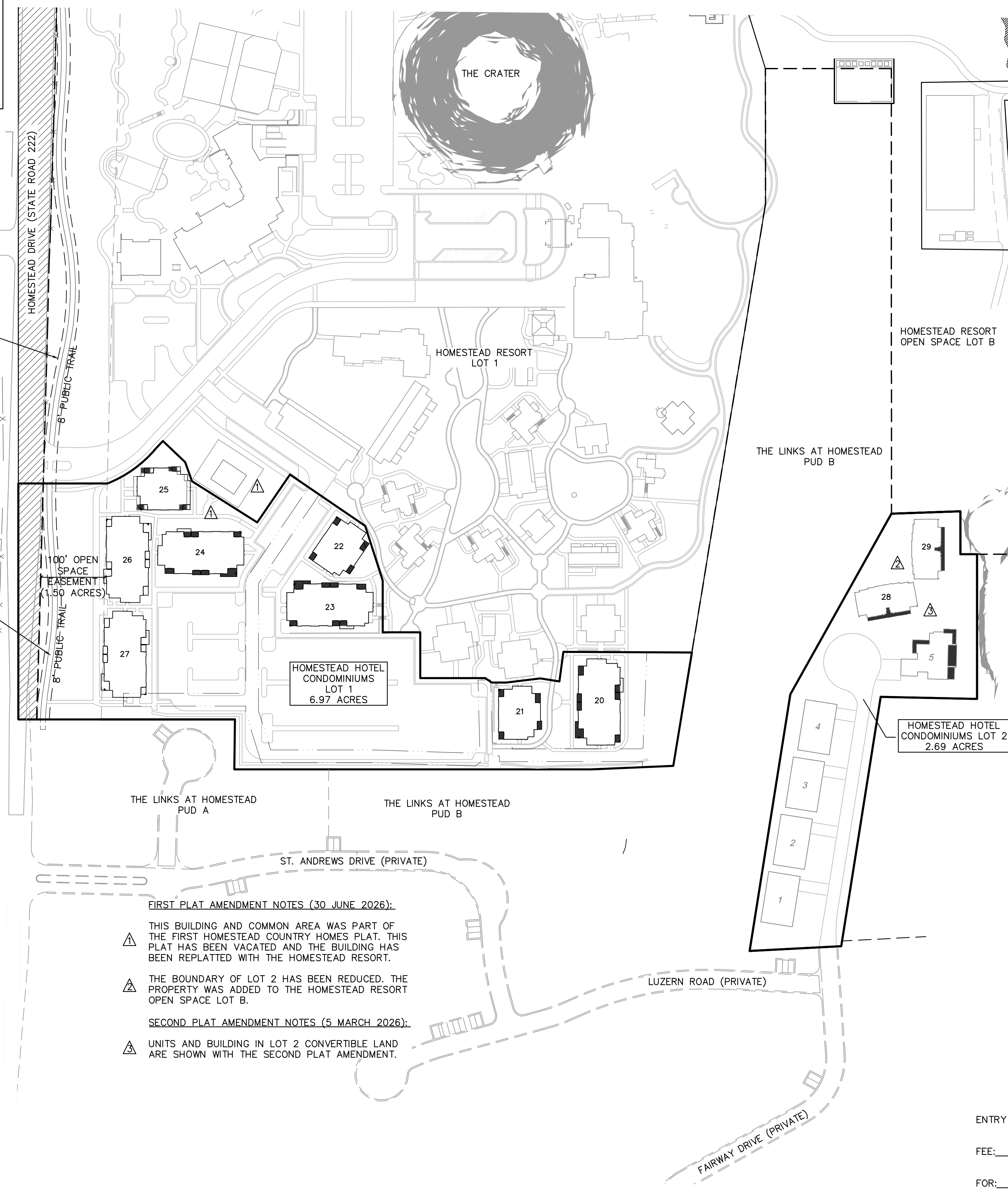
THE HOMESTEAD HOTEL CONDOMINIUMS—LOT 2 SECOND AMENDMENT

OVERALL PLAT

(PHASE 2 OF THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT)

LEGEND

- PLAT BOUNDARY
- STATE ROAD 222 RIGHT-OF-WAY DEDICATION (0.30 ACRES)



BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 156.85 FEET AND EAST 1026.56 FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE EAST 139.76 FEET; THENCE ALONG THE ARC OF A 191.00 FOOT RADIUS TO THE LEFT 93.33 FEET (CENTRAL ANGLE OF 27°59'45" AND A CHORD BEARING NORTH 54°25'31" EAST 92.40 FEET); THENCE NORTH 43°18'40" EAST 17.81 FEET; THENCE SOUTH 46°41'20" EAST 48.33 FEET; THENCE SOUTH 19°41'16" EAST 31.98 FEET; THENCE SOUTH 57°44'32" EAST 121.11 FEET; THENCE NORTH 34°23'44" EAST 91.20; THENCE SOUTH 55°36'16" EAST 143.19 FEET; THENCE SOUTH 17°44'29" EAST 90.25 FEET; THENCE SOUTH 81.22 FEET; THENCE EAST 59.01 FEET; THENCE SOUTH 72.00 FEET; THENCE EAST 102.28 FEET; THENCE SOUTH 55°13'25" EAST 12.34 FEET; THENCE EAST 22.88 FEET; THENCE NORTH 83°02'32" EAST 53.86 FEET; THENCE SOUTH 81°22'32" EAST 30.26 FEET; THENCE NORTH 07°52'02" EAST 46.72 FEET; THENCE SOUTH 89°46'27" EAST 202.00 FEET; THENCE SOUTH 09°18'54" WEST 180.80 FEET; THENCE SOUTH 87°37'31" WEST 129.08 FEET; THENCE WEST 561.02 FEET; THENCE NORTH 00°48'00" EAST 78.38 FEET; THENCE NORTH 89°59'59" WEST 340.58 FEET; THENCE NORTH 370.96 FEET TO THE POINT OF BEGINNING.

CONTAINING: 6.97 ACRES

BEGINNING AT A POINT WHICH IS NORTH 109.30 FEET AND EAST 2398.95 FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 88°00'38" WEST 108.42 FEET; THENCE SOUTH 00°07'36" WEST 67.43 FEET; THENCE EAST 26.30 FEET; THENCE SOUTH 227.47 FEET; THENCE NORTH 88°47'07" WEST 151.54 FEET; THENCE SOUTH 09°00'00" WEST 396.69 FEET; THENCE SOUTH 86°57'00" WEST 143.98 FEET; THENCE NORTH 09°00'00" EAST 408.50 FEET; THENCE NORTH 29°13'27" EAST 325.39 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.69 ACRES

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN M. BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532-2201 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

DATE _____ SURVEYOR (SEE SEAL BELOW) _____

OWNER'S CONSENT TO RECORD AND DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREON AS THE HOMESTEAD HOTEL CONDOMINIUMS, HAVE CAUSED A SURVEY TO BE MADE AND THIS PLAT MAP CONSISTING OF NINE (9) SHEETS TO BE PREPARED, AND I DO HEREBY GIVE CONSENT TO THE RECORDATION OF THIS PLAT MAP INCLUDING ALL PUBLIC UTILITY EASEMENTS, STATE ROAD RIGHT-OF-WAY DEDICATION AND PUBLIC TRAIL EASEMENTS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND

THIS _____ DAY OF _____, 20____

BY _____, THE HOMESTEAD GROUP LLC.
MANAGER

STATE OF UTAH) S.S.
COUNTY OF WASATCH)

ON THE _____ DAY OF _____, A.D. 2024, _____ DID PERSONALLY APPEAR BEFORE ME STATING THAT HE IS THE MANAGER OF THE HOMESTEAD GROUP LLC, A UTAH LIMITED LIABILITY COMPANY AND BEFORE ME SIGNED THE FOREGOING OWNERS DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT SAID COMPANY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC _____

ACCEPTANCE BY MIDWAY CITY

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

THIS _____ DAY OF _____, A.D. 20____

APPROVED _____ ATTEST _____
MAYOR CLERK-RECORDER (SEE SEAL BELOW)

APPROVED _____ APPROVED _____
CITY ATTORNEY CITY ENGINEER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

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

PLANNING DIRECTOR _____ CHAIRMAN, PLANNING COMMISSION _____

DATE: _____
MIDWAY SANITATION DISTRICT _____

DATE: _____
MIDWAY IRRIGATION COMPANY _____

COUNTY SURVEYOR'S CERTIFICATE

APPROVED AS TO FORM ON THIS _____ DAY OF _____, 20____

ROS# _____

COUNTY SURVEYOR

THE HOMESTEAD HOTEL CONDOMINIUMS—LOT 2 SECOND AMENDMENT OVERALL PLAT

LOCATED IN PORTIONS OF SECTIONS 27 & 34, T3S, R4E, SLB&M
A UTAH CONDOMINIUM PROJECT, _____ MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH

SCALE: 1" = 50 FEET SHEET 1 of 2

WASATCH COUNTY RECORDER

ENTRY # _____ DATE: _____ TIME: _____

FEE: _____ BOOK: _____ PAGE: _____

FOR: _____ BY: _____

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

THE HOMESTEAD HOTEL CONDOMINIUMS OVERALL PLAT - 5 MARCH 2026

HOMESTEAD DRIVE (STATE ROAD 222) RIGHT-OF-WAY DEDICATION DESCRIPTION:

BEGINNING AT A POINT WHICH IS NORTH 156.85 FEET AND EAST 1166.31 FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE EAST 39.72 FEET; THENCE SOUTH 01°28'43" WEST 371.08 FEET; THENCE WEST 30.15 FEET; THENCE NORTH 370.96 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.30 ACRES

THE HOMESTEAD HOTEL CONDOMINIUMS WAS ORIGINALLY RECORDED ON APRIL 3, 2025 AS ENTRY 557876 OF THE WASATCH COUNTY RECORDS. THE ORIGINAL PLAT CONTAINED 9 SHEETS. ONLY SHEETS 1 AND 9 ARE BEING AMENDED.

- FIRST PLAT AMENDMENT NOTES (30 JUNE 2026):**
- THIS BUILDING AND COMMON AREA WAS PART OF THE FIRST HOMESTEAD COUNTRY HOMES PLAT. THIS PLAT HAS BEEN VACATED AND THE BUILDING HAS BEEN REPLATTED WITH THE HOMESTEAD RESORT.
 - THE BOUNDARY OF LOT 2 HAS BEEN REDUCED. THE PROPERTY WAS ADDED TO THE HOMESTEAD RESORT OPEN SPACE LOT B.
- SECOND PLAT AMENDMENT NOTES (5 MARCH 2026):**
- UNITS AND BUILDING IN LOT 2 CONVERTIBLE LAND ARE SHOWN WITH THE SECOND PLAT AMENDMENT.

SURVEYOR
BRIAN M. BALLS, PLS
ATWELL, LLC
55 W CENTER ST.
HEBER CITY, UTAH 84032
PHONE (435) 654-9229

THE HOMESTEAD HOTEL CONDOMINIUMS

LOT 2 - SECOND AMENDMENT

(PHASE 2 OF THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT)

BASIS OF BEARINGS

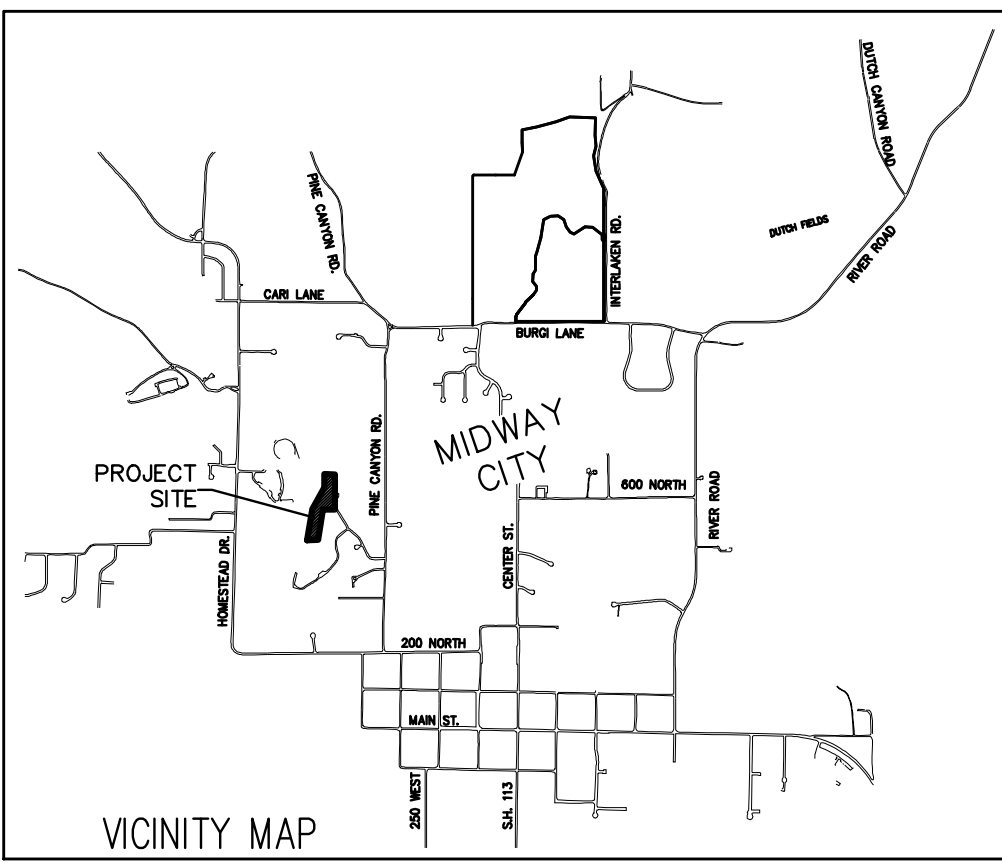
THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 01°59'08" EAST (MEASURED 2623.86') BETWEEN FOUND WASATCH COUNTY SECTION CORNER SURVEY MONUMENTS FOR THE NW & MID CORNERS OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 109.30 FEET AND EAST 2398.95 FROM THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 88°00'38" WEST 108.42 FEET; THENCE SOUTH 00°07'36" WEST 67.43 FEET; THENCE EAST 26.30 FEET; THENCE SOUTH 227.47 FEET; THENCE NORTH 88°47'07" WEST 151.54 FEET; THENCE SOUTH 09°00'00" WEST 396.69 FEET; THENCE SOUTH 86°57'00" WEST 143.98 FEET; THENCE NORTH 09°00'00" EAST 408.50 FEET; THENCE NORTH 29°13'27" EAST 325.39 FEET TO THE POINT OF BEGINNING.

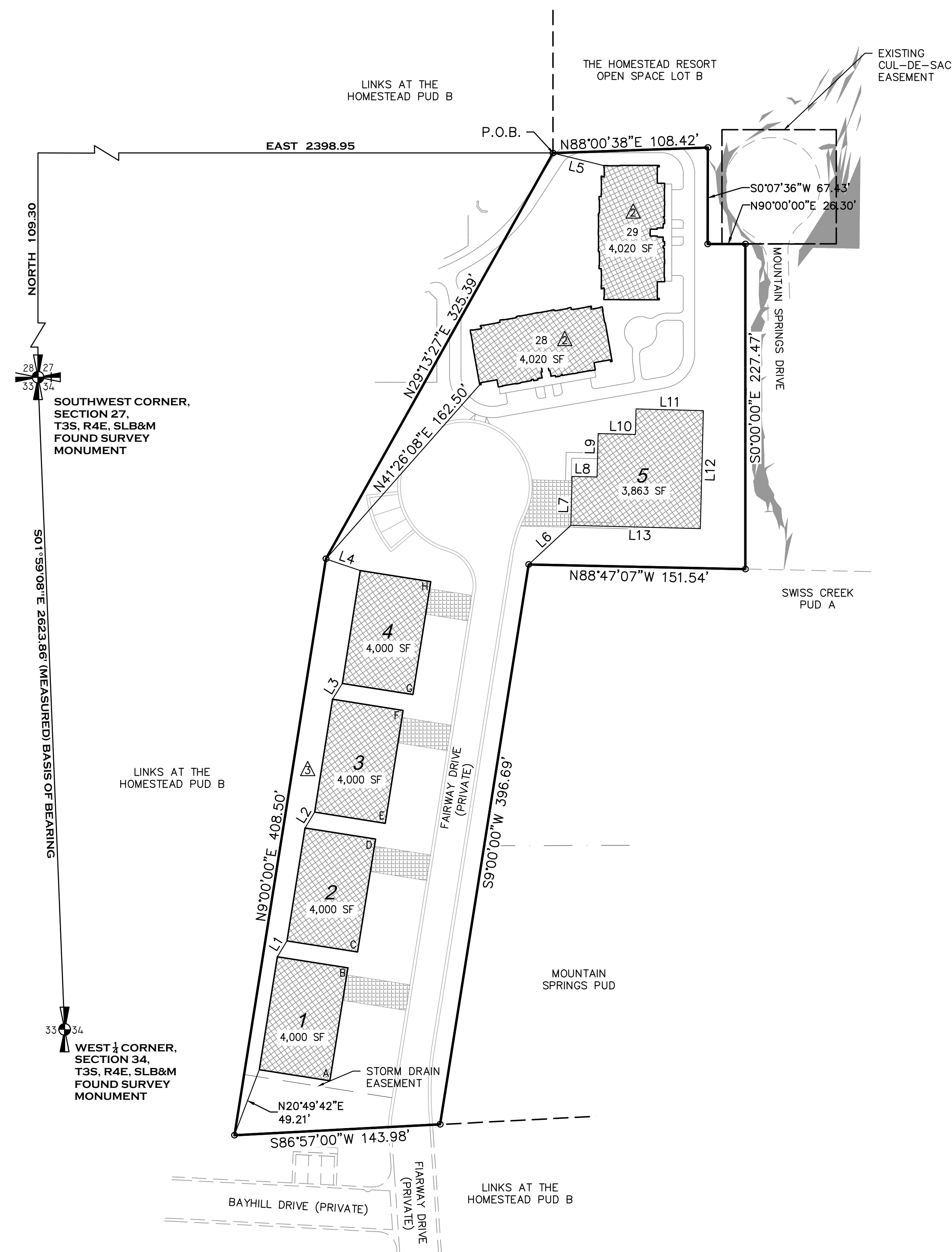
CONTAINING: 2.69 ACRES



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

LEGEND

- RESORT AREA (1.89 AC)
- PRIVATE AREA (0.69 AC)
- LIMITED COMMON (DRIVEWAYS) (0.11 AC)
- 25%+ SLOPES
- PLAT BOUNDARY



LINE #	LENGTH	DIRECTION
L1	13.01	N31°35'44"E
L2	12.97	N31°18'58"E
L3	12.99	N31°38'30"E
L4	25.34	S71°09'42"E
L5	36.62	S76°11'13"E
L6	40.26	N47°05'03"E
L7	34.24	S1°24'39"W
L8	17.49	N88°35'21"W
L9	30.39	N1°24'39"E
L10	26.15	N88°35'21"W
L11	47.11	N88°35'21"W
L12	82.58	N1°24'39"E
L13	90.66	S88°32'03"E

DEVELOPMENT NOTES:

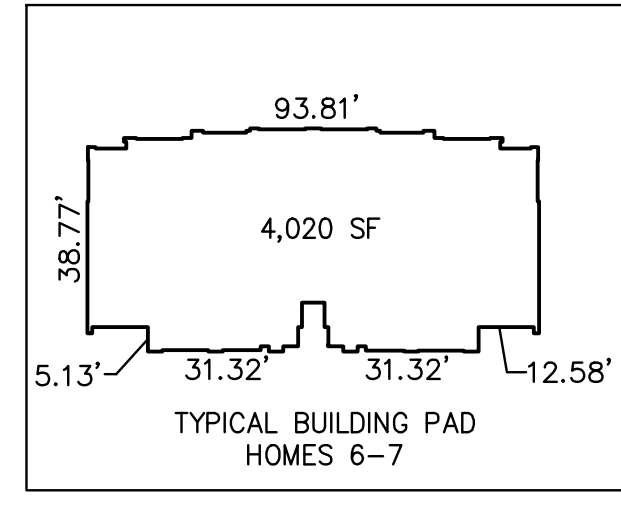
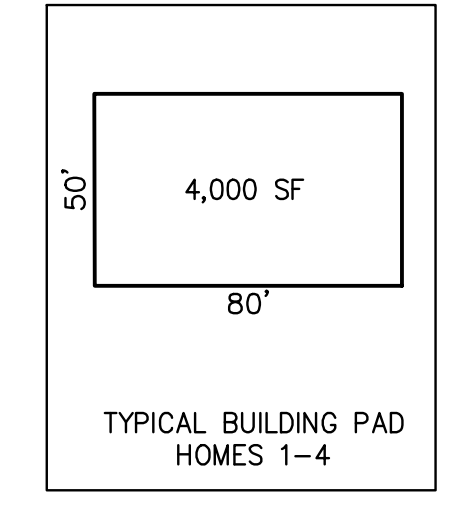
- THIS SHEET AMENDS SHEET 9 OF 9 OF THE ORIGINAL PLATS. THIS AMENDMENT SATISFIES DEVELOPMENT NOTE 1 REQUIRING A PLAT AMENDMENT TO OBTAIN BUILDING PERMITS.
- THE TWO (2) COTTAGES HAVE CHANGED TO TWO (2) - EIGHT (8) PLEX CONDO BUILDINGS.
- THE SETBACK NOTE HAS BEEN REMOVED DUE TO CHANGES IN THE RESORT CODE REGARDING SETBACKS.

BUILDING CORNER

CORNER	NORTHING	EASTING
A	4454.29	4524.73
B	4533.31	4537.19
C	4544.38	4544.10
D	4623.39	4556.65
E	4634.47	4563.40
F	4713.48	4575.95
G	4724.54	4582.76
H	4803.55	4595.31

ADDRESS TABLE

LOT	ADDRESS
1	XXX FAIRWAY DRIVE
2	XXX FAIRWAY DRIVE
3	XXX FAIRWAY DRIVE
4	XXX FAIRWAY DRIVE
5	XXX FAIRWAY DRIVE
6	XXX FAIRWAY DRIVE
7	XXX FAIRWAY DRIVE



NOTES:

- BUILDINGS 6 & 7 ARE PART OF A SHORT-TERM RENTAL PROJECT. THE USE BY ANY INDIVIDUAL OF A UNIT FOR MORE THAN 90 DAYS, IS PROHIBITED.
- THE CONDOMINIUM OWNERS ASSOCIATION SHALL HAVE AN EASEMENT FOR TEMPORARY BUILDING MAINTENANCE WITHIN THE CURTLAGE OF EACH CONDOMINIUM BUILDING (BUILDINGS 6 & 7).

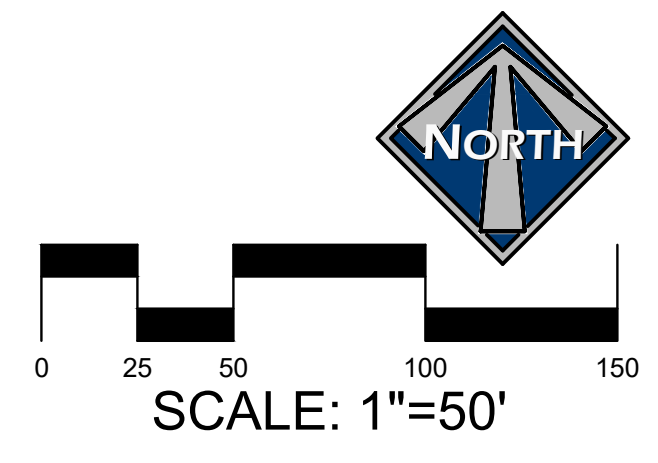
UTILITY NOTE:

1. ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN THE PLAT SHALL BE THE RESPONSIBILITY OF PROPERTY OWNER.

THE HOMESTEAD HOTEL CONDOMINIUMS LOT 2 PLAT - SECOND AMENDMENT - 5 MARCH 2026

SURVEYOR
BRIAN M. BALLS, PLS
ATWELL, LLC
55 W CENTER ST.
HEBER CITY, UTAH 84032
PHONE (435) 654-9229

DATE OF SURVEY: 25 JULY 2024



SURVEYOR'S SEAL

THE HOMESTEAD HOTEL CONDOMINIUMS LOT 2 - SECOND AMENDMENT

LOCATED IN PORTIONS OF SECTIONS 27 & 34, T3S, R4E, SLB&M A UTAH CONDOMINIUM PROJECT, MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH



RESOLUTION 2008-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH, EXECUTING AN AMENDED MASTER PLAN DEVELOPMENT AGREEMENT FOR THE HOMESTEAD RENOVATION AND EXPANSION

WHEREAS, The Homestead, Inc. ("Developer") has requested the City of Midway ("City") enter into an amended development agreement pursuant to Utah Code Annotated 10-9-101 *et seq.*, in order to allow for the improvement of The Homestead Resort ("Property"); and

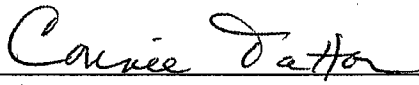
WHEREAS, Property is within the municipal boundaries of the City described on and attached to the development agreement as Exhibit "A"; and

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

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

Section I That pursuant to Utah Code Annotated 10-9-101 *et seq.*, the Developer is hereby granted an amended development agreement attached hereto, for the development and improvement of The Homestead Resort.

PASSED AND ADOPTED by the Council of the City this 12th day of November, 2008



Connie Tatton, Mayor

ATTEST:



Brad Wilson, City Recorder



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

This First Amendment to the Master Plan Development Agreement (“Amendment”) is made this ____ day of _____, 20____ by and between The Homestead, Inc. (“Developer”) and the City of Midway, a political subdivision of the State of Utah (the “City”). The parties have entered into the Master Plan Development Agreement dated September 18, 2008, as recorded in Wasatch County on October 3, 2008 as Entry No. 340720 in Book 0975 on pages 0002-0043 (the “Development Agreement”). This Amendment amends the Development Agreement.

Whereas, the Development Agreement concerns improvements to The Homestead Resort, located within the geographic limits of the City (the “Project”); and

Whereas, the City has granted final approval to Phase I of the Project’s Master Plan; and

Whereas, the purpose of this Amendment is to memorialize the agreements made between Developer and the City as part of the final approval for Phase I of the Master Plan.

Now, therefore, the Development Agreement is hereby amended as follows:

1. Final approval for Phase 1, consisting of 4 lots numbered Lots 1 through 4, was granted by the Midway City Council on November 12, 2008.
2. Lots 1 through 4 are prohibited from use as transient (nightly) rentals.
3. Lots 1 through 4 shall be accessed by a private driveway.
4. The driveway for Lot 4 must be located on the west side of the lot atop the bluff.
5. All buildings on Lot 4 shall be designed to step with the land and not excavate in a depression.
6. In conjunction with Phase I, Developer will construct an 8-foot trail and provide the necessary trail easement along Homestead Drive.
7. All construction will be conducted in accordance with the approved plans and shall be consistent with City standards and specifications.

DEVELOPER:

THE HOMESTEAD, INC.

By: _____

Name: _____

Its: _____

STATE OF UTAH)

: ss.

COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he/she is the _____ of The Homestead, Inc., and that said document was signed by him/her in behalf of said company, and that said company executed the same.

Notary Public

CITY:

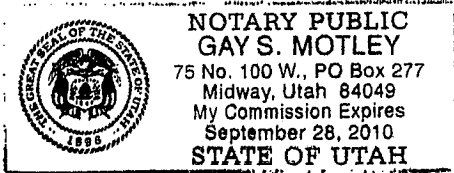
CITY OF MIDWAY

By: Connie Tatten
Name: Connie Tatten
Its: mayor

STATE OF UTAH)
) : ss.
COUNTY OF Wasatch)

On this 18 day of November, 2008, personally appeared Connie Tatten, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he/she is the Mayor of Midway City, a political subdivision of the State of Utah, and that said document was signed by him/her in behalf of said entity, and acknowledged to me that said entity executed the same.

Gay S. Motley
Notary Public



WHEN RECORDED, MAIL TO:

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

DECLARATION AND GRANT

OF

EASEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

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

By _____
Its: _____

DATE: ____ day of _____, 2005.

UTAH HOME BUILDING COMPANY,
a Utah corporation

By _____
Its: _____

DATE: ____ day of _____, 2005

GRANTEE: THE HOMESTEAD, INC.
a Utah corporation

Brett Mathwick

DATE: 29 day of December, 2005.

STATE OF Utah)
 : ss.
COUNTY OF _____)

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

Notary Public

STATE OF _____)
 : ss.
COUNTY OF _____)

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

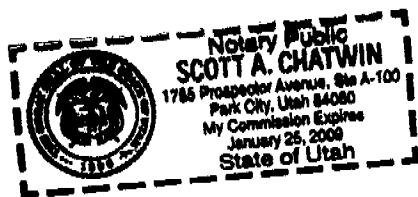
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Summit)

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

Scott Chatwin

Notary Public



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

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

By: [Signature]
Its: [Signature]

DATE: _____ day of _____, 2005.

UTAH HOME BUILDING COMPANY,
a Utah corporation

By: [Signature]
Its: [Signature]

DATE: _____ day of _____, 2005

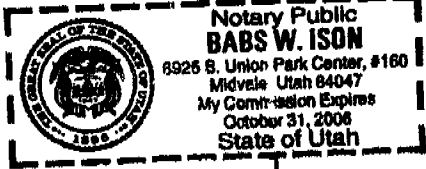
GRANTEE: THE HOMESTEAD, INC.
a Utah corporation

Brett Mathwick

DATE: 29 day of December, 2005.

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

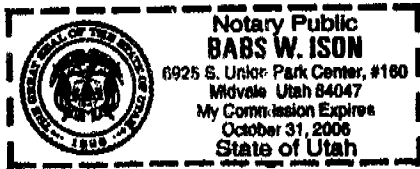
The foregoing instrument was acknowledged before me this 10th day of January, 2005, by Jeffrey P. Peterson the Manager of Fox Point, LLC, a Utah limited liability company.



Babs W. Ison
Notary Public

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

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



Babs W. Ison
Notary Public

STATE OF _____)
 : ss.
COUNTY OF _____)

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

Notary Public

OMI-0225
OMI-0270-1

EXHIBIT "A"

Description of Grantor Property

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

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

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

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

CONTAINS: 26.14 AC

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

EXHIBIT "B"

Description Access Point to Grantee's Property

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

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

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

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

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

