



PLANNING COMMISSION MEETING STAFF REPORT

DATE OF MEETING: June 9, 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: RZ/R-1-15

ITEM: 2

Paul Berg, agent for The Homestead Group LLC, is applying for Final 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 RZ/R-1-15 zone.

BACKGROUND:

Berg Engineering, agent for The Homestead Group LLC, is proposing final 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 RZ/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 activities that have 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:

- RZ/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 491 stalls but is planning to build 563 stalls (10 garage parking in homes). 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 – It is anticipated that the units in the proposal will be short-term rentals.

Landscaping Plan – A landscaping plan has been submitted for the development area. The amended Homestead master plan requires a landscaping barrier between the Fairway Drive cul-de-sac and the proposed cottage buildings. The purpose of the landscaping is to detour vehicles from using the cul-de-sac to access areas to the north.

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 Water Board reviewed this item during their meeting on May 4, 2026. After reviewing the proposed development plan, the Water Board recommended that 3.2 acre feet are dedicated to the City before the plat is recorded.

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:

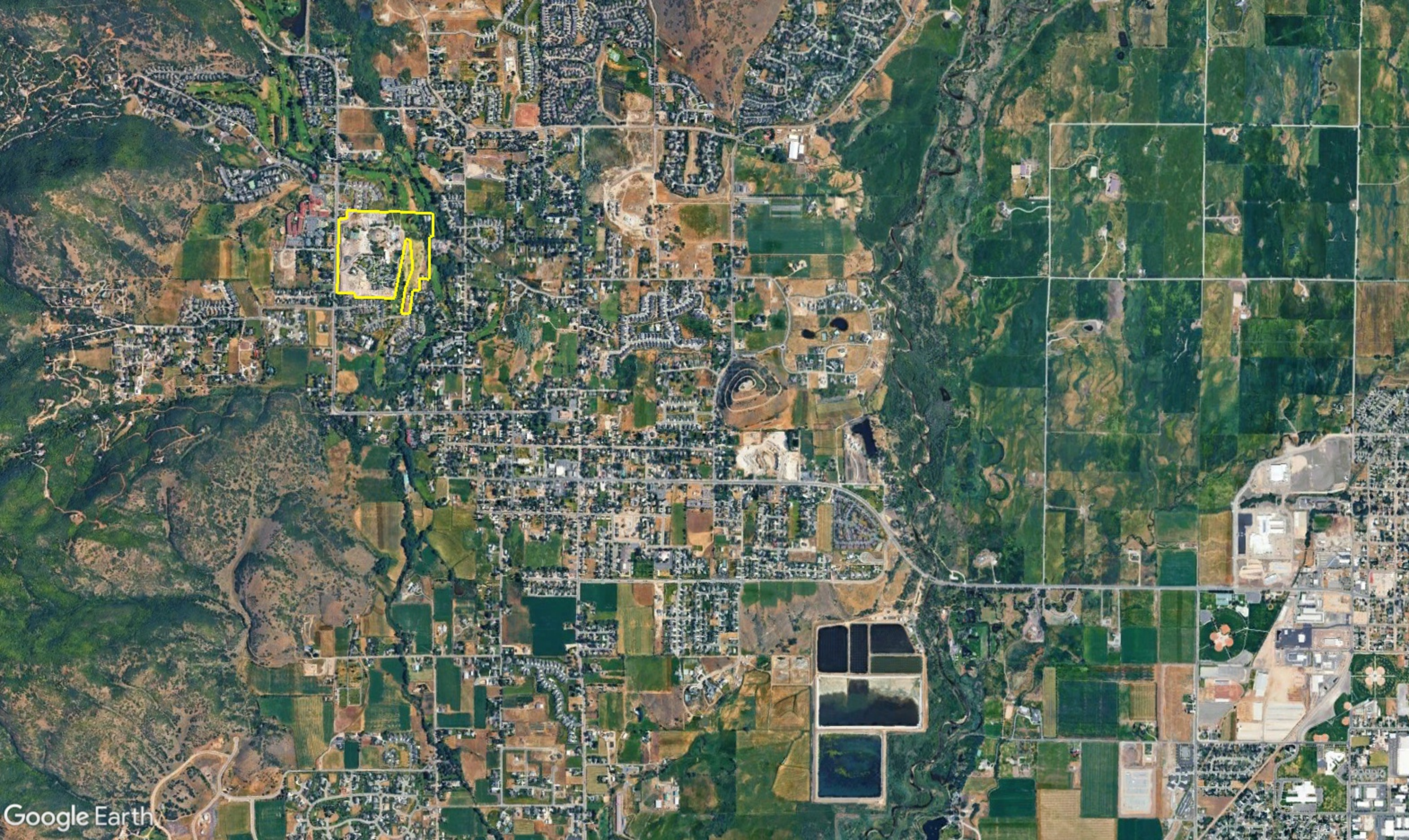
1. Recommendation of Approval (conditional). This action can be taken if the Planning Commission finds the proposal complies with code and master plan requirements.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed

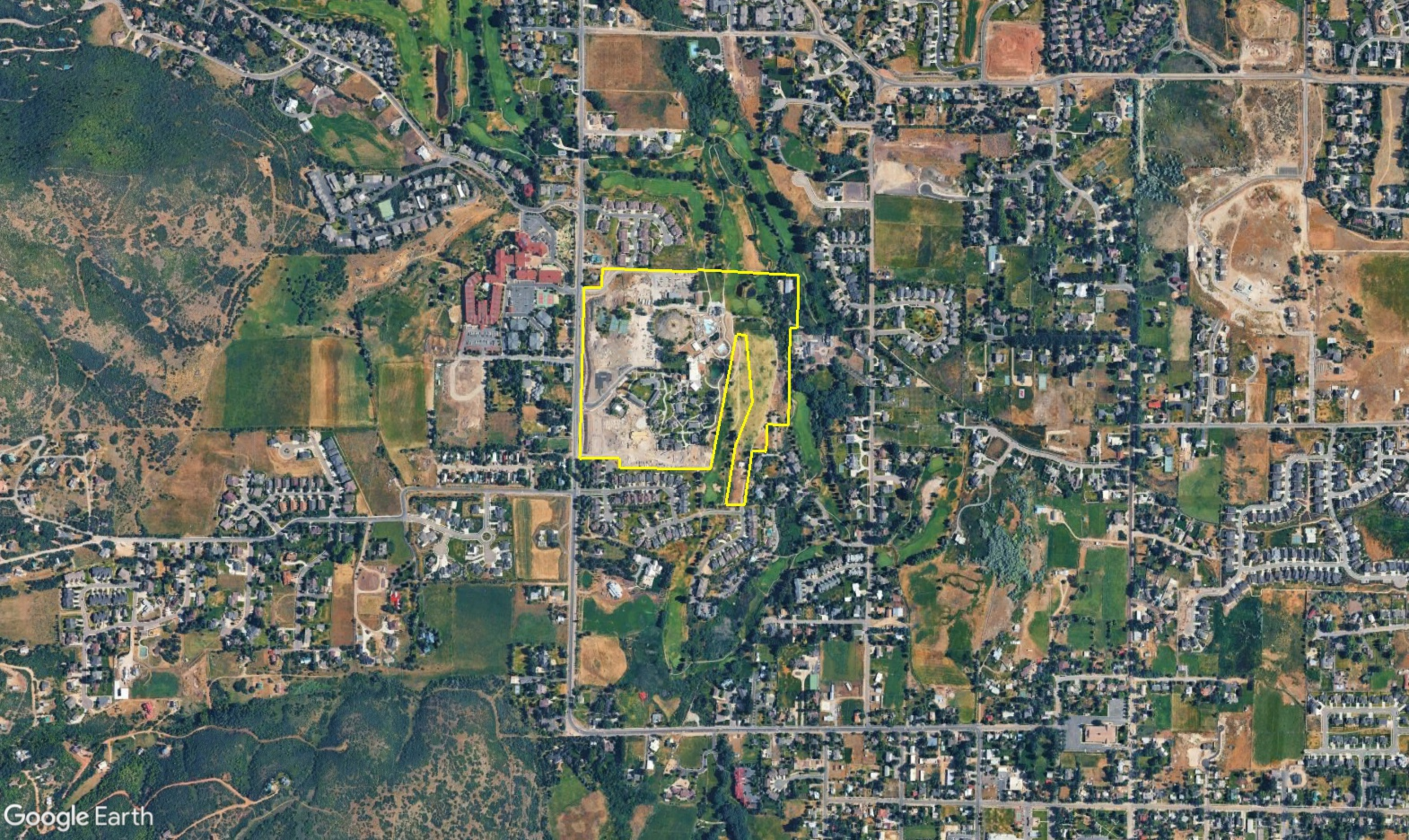
2. Continuance. This action can be taken if the Planning Commission finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again

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.











PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Ax	Acer truncatum x platanoides 'Warrenred' Pacific Sunset® Maple	3" Cal.	27
	Ce	Carpinus betulus 'JFS-KW1CB' Emerald Avenue® European Hornbeam	2.5" Cal.	24
	Cp	Cercis canadensis 'Pink Trim' Northern Herald® Eastern Redbud	2.5" Cal.	5
	Gi	Gleditsia triacanthos inermis 'Impcole' Imperial® Honey Locust	3" Cal.	5
	Pc	Prunus cerasifera 'Thundercloud' Flowering Plum	3" Cal.	2
	Si	Syringa reticulata 'Ivory Silk' Multi-Trunk Japanese Tree Lilac	3" Cal.	1

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Cs2	Cedrus deodara 'Snow Sprite' Snow Sprite Deodar Cedar	5'-7' H	11
	Cg	Chamaecyparis nootkatensis 'Glauca Pendula' Blue Weeping Nootka Cypress	8'-12' H	4
	Jt	Juniperus chinensis 'Trautman' Trautman Juniper	5'-7' H	17
	PW	Picea mariana 'Wellspire' Wellspire Black Spruce	B&B	24
	Pg	Picea orientalis 'Green Knight' Wells Green Knight Spruce	8'-10' H	12
	PF	Picea pungens glauca fastigiata 'Wells Blue' Tolem® Wells Blue Totem Columnar Spruce	B & B	7

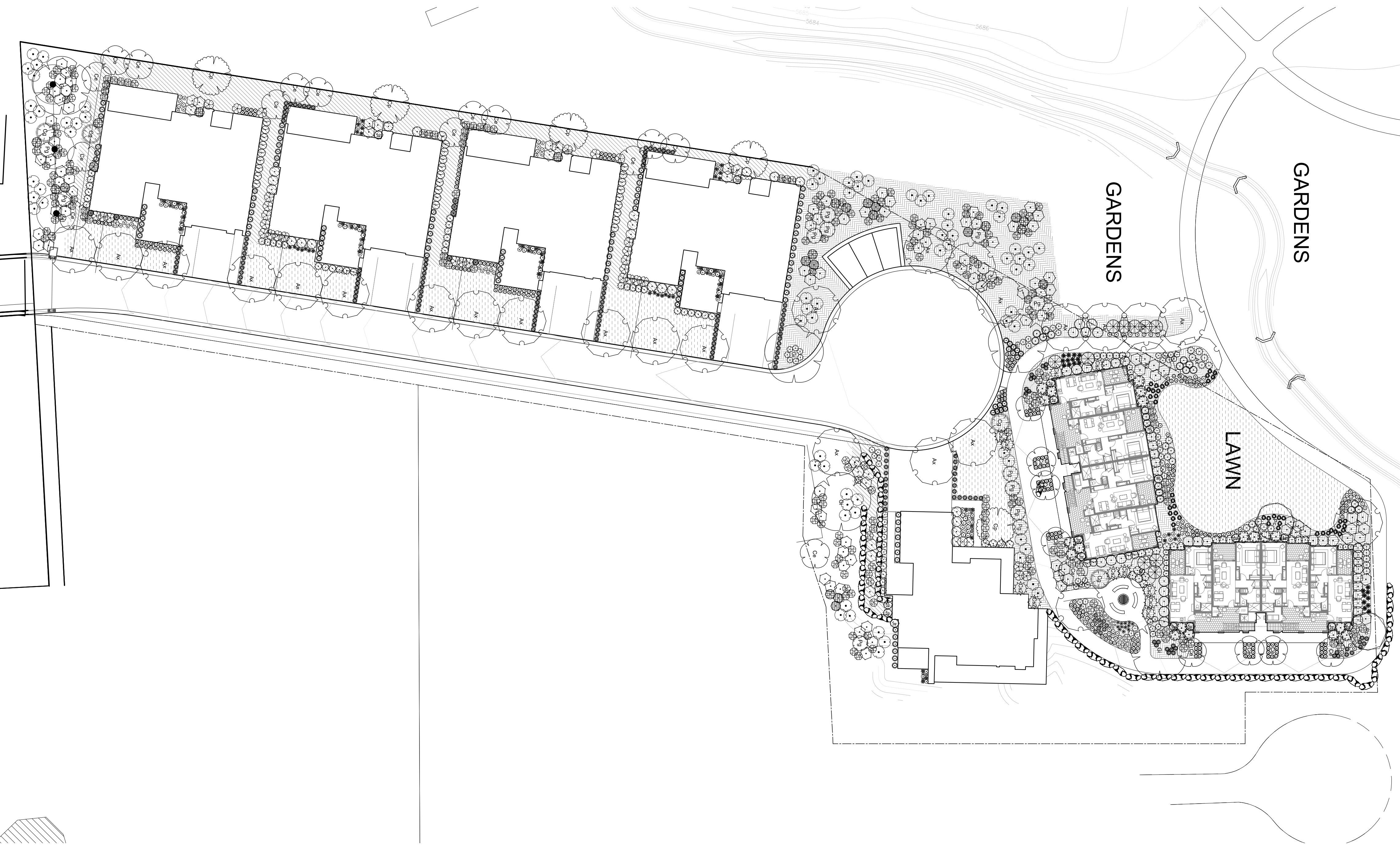
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Ch	Cornus alba 'Bailhalo' Ivory Halo® Tatarian Dogwood	5 gal	6
	Cf	Cornus stolonifera 'Farrow' Arctic Fire® Red Twig Dogwood	5 gal	16
	Fm	Forsythia x intermedia 'Mindor' Show Off® Forsythia	5 gal	19
	Hn	Hydrangea arborescens 'NCHA4' Incrediball® Blush Hydrangea	3 gal	12
	Hs3	Hydrangea paniculata 'Rensun' Strawberry Sundae® Panicle Hydrangea	5 gal	9
	Ph2	Perovskia atriplicifolia 'Blue Jean Baby' Blue Jean Baby Russian Sage	5 gal	70
	Pk	Physocarpus opulifolius 'UMNHarpell' First Editions® Fireside® Ninebark	3 gal	31
	Pj	Potentilla fruticosa 'Jackmanii' Jackman's Bush Cinquefoil	5 gal	22
	Rg	Rhus aromatica 'Fine Textured Select A' Lacette™ Fragrant Sumac	5 gal	10
	Sn	Spiraea nipponica 'Snowmound' Snowmound Spiraea	5 gal	19

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Cg2	Cryptomeria japonica 'Globosa Nana' Dwarf Japanese Cedar	5 gal	65
	Js	Juniperus sabinia 'Scandia' Scandia Juniper	5 gal	117
	Pj2	Pinus mugo 'Jakobsen' Jakobsen Mugo Pine	5 gal	190
	Td2	Taxus cuspidata 'Densiformis' Dense Japanese Yew	5 gal	23
	Th	Taxus x media 'Hicksii' Hicks Anglo-Japanese Yew	5 gal	31
	Vg	Viburnum rhytidophyllum 'Green Trump' Leatherleaf Viburnum	5 gal	74

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Cb	Calamagrostis brachytricha Korean Feather Reed Grass	5 gal	96
	Ph	Panicum virgatum 'Hot Rod' Hot Rod Switch Grass	5 gal	15
	Ph2	Pennisetum alopecuroides 'Hameln' Hameln Fountain Grass	5 gal	167
	Sb	Schizachyrium scoparium 'Blaze' Blaze Little Bluestem	5 gal	228

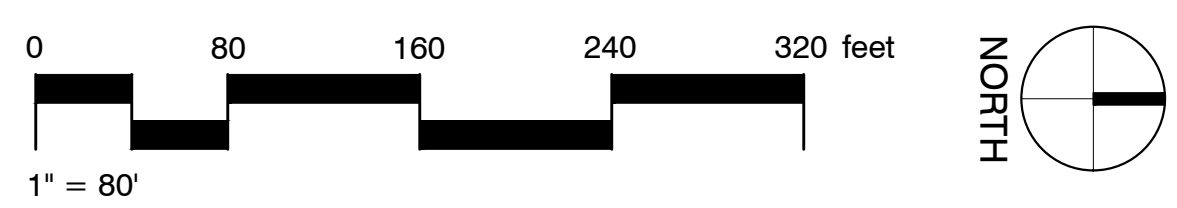
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
	Cb2	Coreopsis x 'Berry Chiffon' Berry Chiffon Tickseed	3 gal	12
	Ep	Echinacea purpurea 'PAS702918' PowWow® White Coneflower	4" pot	59
	Eo	Echinacea x 'TNECHKR' Kismet® Raspberry Coneflower	1 gal	60
	Es	Eriogonum umbellatum Sulfurflower Buckwheat	3 gal	43
	Gg	Gaillardia x grandiflora Blanketflower	3 gal	39
	Hf2	Heuchera x 'Fire Chief' Fire Chief Coral Bells	1 gal	6
	Hs	Heuchera x 'Pretty Pistachio' Primo® Pretty Pistachio Coral Bells	5 gal	26
	Hs2	Hymenoxys acaulis 'Sundancer' Sundancer Daisy	3 gal	17
	Rg2	Rudbeckia fulgida sullivantii 'Goldsturm' Goldsturm Coneflower	1 gal	21
	Sl	Salvia x 'Balyriclu' Lyrical™ Blues Meadow Sage	3 gal	77

SYMBOL	CODE	BOTANICAL / COMMON NAME	QTY
	Pp	Poa pratensis Kentucky Bluegrass	10,124 st
	LM	Landscape Mulching Organic Mulch	11,606 st
	LM1	Landscape Mulching Mineral Mulch	16,150 st



GENERAL NOTES

- REFER TO CIVIL ENGINEERS UTILITY AND PRECISE GRADING PLANS FOR UTILITY LOCATION AND FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY AS TO HOW TO PROCEED.
- VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNER'S REPRESENTATIVE IMMEDIATELY PRIOR TO COMMENCING WORK.
- EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO INSTALLATION. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD. FOR CONTRACTOR TO THEN INSTALL.
- VERIFY PLANT COUNTS AND SQUARE FOOTAGES. QUANTITIES ARE PROVIDED FOR OWNER INFORMATION ONLY. IF QUANTITIES ON PLANT LIST DIFFER FROM GRAPHIC INDICATIONS THEN GRAPHICS SHALL PREVAIL.
- PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
- TREES SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE AT NURSERY.
- PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
- PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY OWNER'S REPRESENTATIVE.
- ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS SHRUBS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
- FINISH GRADES OF SHRUB AREAS AND LAWNS/GRASSES SHALL BE 1 INCH BELOW ADJACENT PAVING OR EDGING.
- PROVIDE BURLAP WRAPPING TO SECOND BRANCH WITH 50% OVERLAP.
- ALL TREES OVER PARKING GARAGE TO HAVE ROOT ANCHORING SYSTEM, SEE DETAIL D3/LA600.
- ALL TREES WITHIN 4' OF A PAVED SURFACE TO RECEIVE ROOT BARRIER SYSTEM, SEE DETAIL A1/LA601.



730 Pacific Avenue
Salt Lake City, UT 84104
801.521.6186 | FFKR.com

HOMESTEAD RESORT
700 N HOMESTEAD DRIVE, MIDWAY UT, 84049
FAIRWAY RESIDENCES
LANDSCAPE PLANTING DOCUMENTS - 05/26/2026

DATE REVISION

PROJECT NUMBER 24015

LANDSCAPE PLANTING PLAN

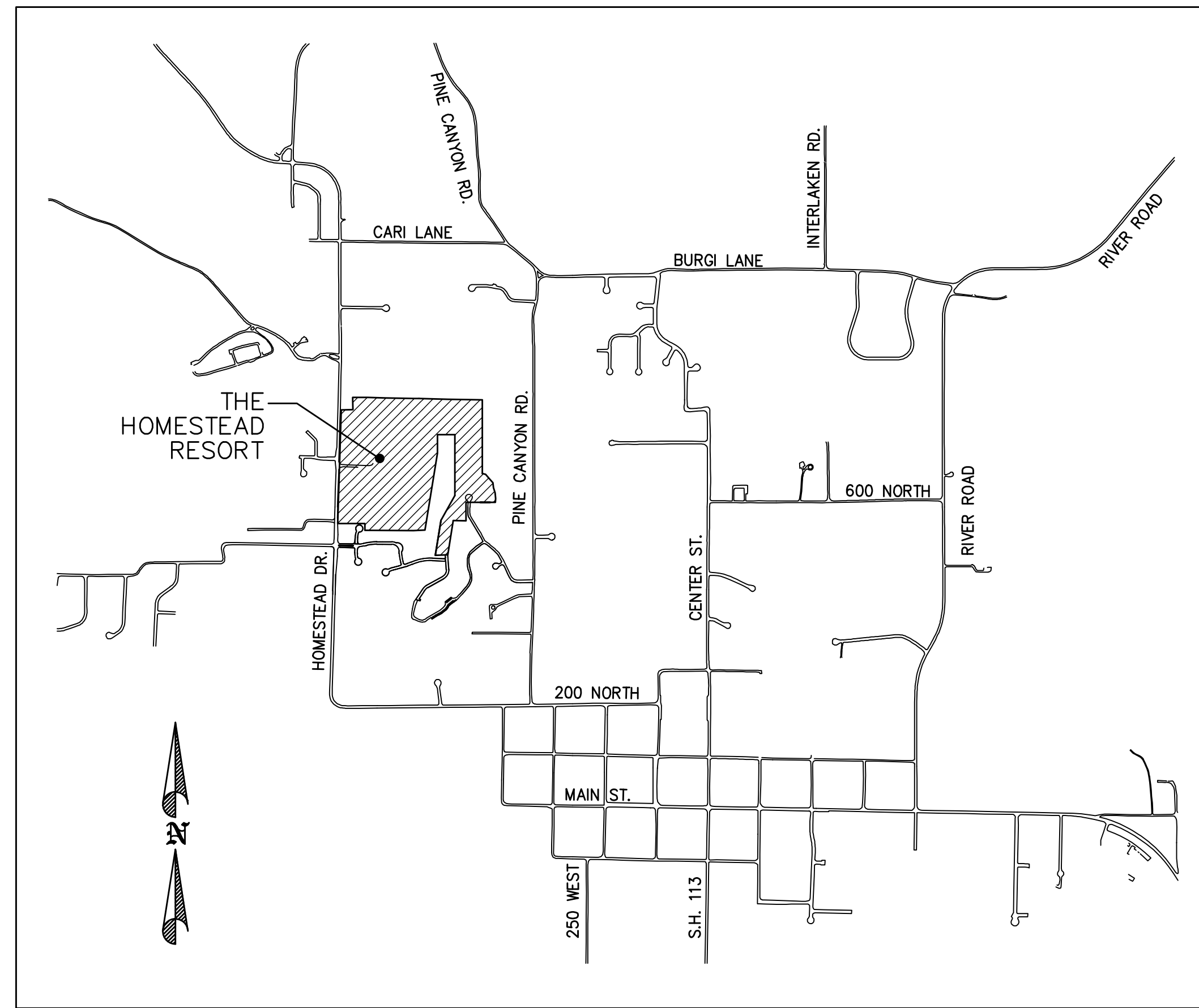
LA500

THE HOMESTEAD

GOLF COTTAGES AND HOMES

THE HOMESTEAD HOTEL CONDOMINIUM LOT 2, SECOND PLAT AMENDMENT

FINAL APPLICATION



MIDWAY CITY
VICINITY MAP

SHEET INDEX

CIVIL

- C1. OVERALL SITE PLAN
- C2. GOLF COTTAGES AND HOMES SITE PLAN
- C3. 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

LANDSCAPE


- LA500. LANDSCAPE PLANTING PLAN

PLATS

- 1. THE HOMESTEAD HOTEL CONDOMINIUM LOT 2, SECOND AMENDMENT OVERALL PLAT
- 2. THE HOMESTEAD HOTEL CONDOMINIUM LOT 2, SECOND AMENDMENT
- 3. BUILDING 28 FIRST AND SECOND FLOOR PLAN
- 4. BUILDING 29 FIRST AND SECOND FLOOR PLAN
- 5. BUILDING SECTIONS

File: \\V:\projects\2024\Homestead\Building\Plan_Sets\Submittals\2026_Golf_Cottages_and_Homes_Combd_Lot_2_Plat_Amendment\102_Plat.dwg
 Plot name: 00_102026.dwg | Plot date: May 13, 2026 | Plotted by: JDB

THE HOMESTEAD GOLF COTTAGES AND HOMES FINAL APPLICATION - 13 MAY 2026

THE HOMESTEAD GROUP LLC GOLF COTTAGES AND HOMES		
COVER		
		
<small>380 E Main St. Suite 204 Midway, Ut 84049 ph 435.657.9749</small>		
DESIGN BY: PDB DRAWN BY: DEJ	DATE: 13 MAY 2026 REV:	SHEET 0

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 PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 13 MAY 2026

LEGEND

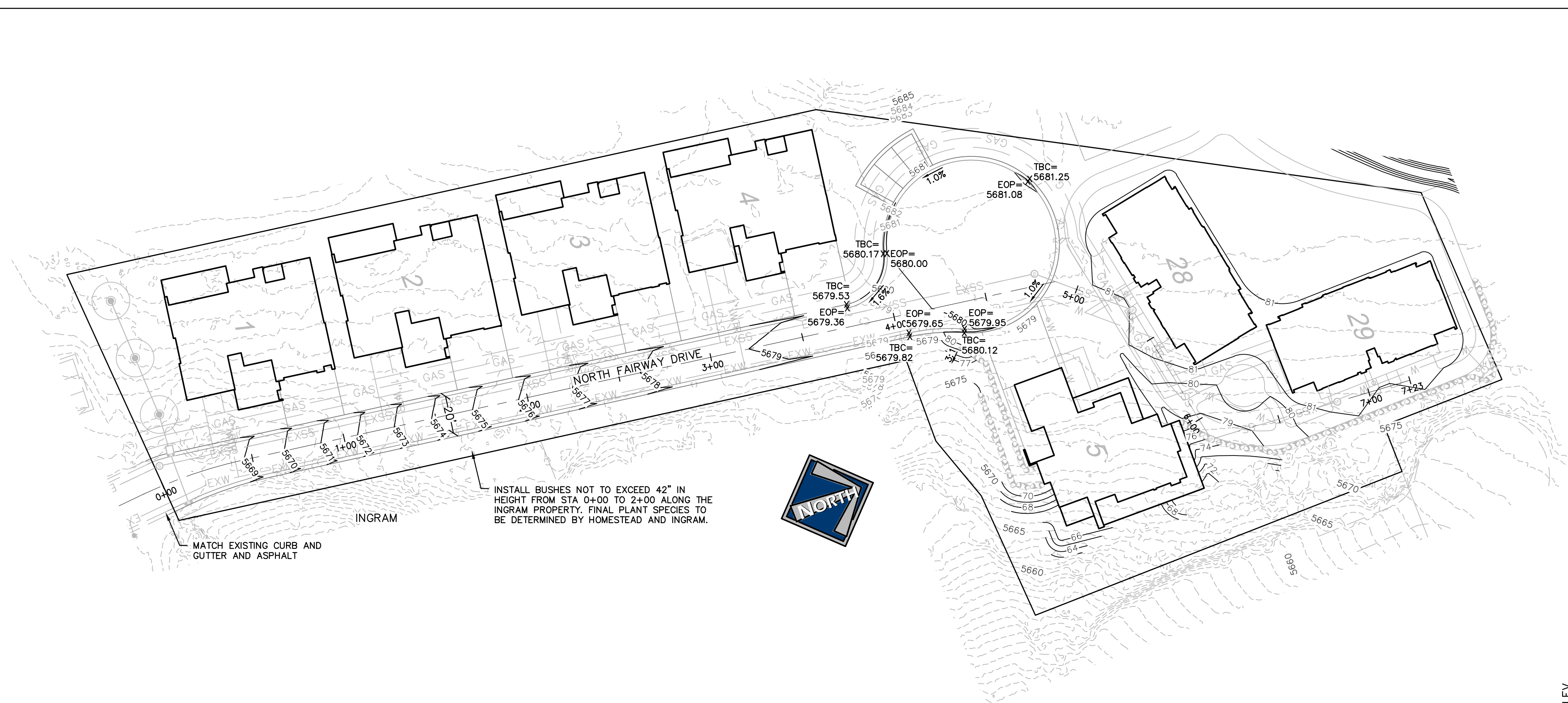
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- EXGAS — EXISTING GAS
- EXSS — EXISTING SEWER
- SS — PROPOSED 8" SEWER
- EX8"W — EXISTING 8" WATER
- 8"WTR — PROPOSED 8" WATER
- PI — PROPOSED PRESSURIZED IRRIGATION
- EXPI — EXISTING PRESSURIZED IRRIGATION
- SD — PROPOSED STORM DRAIN

BLUE STAKE NOTE:

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

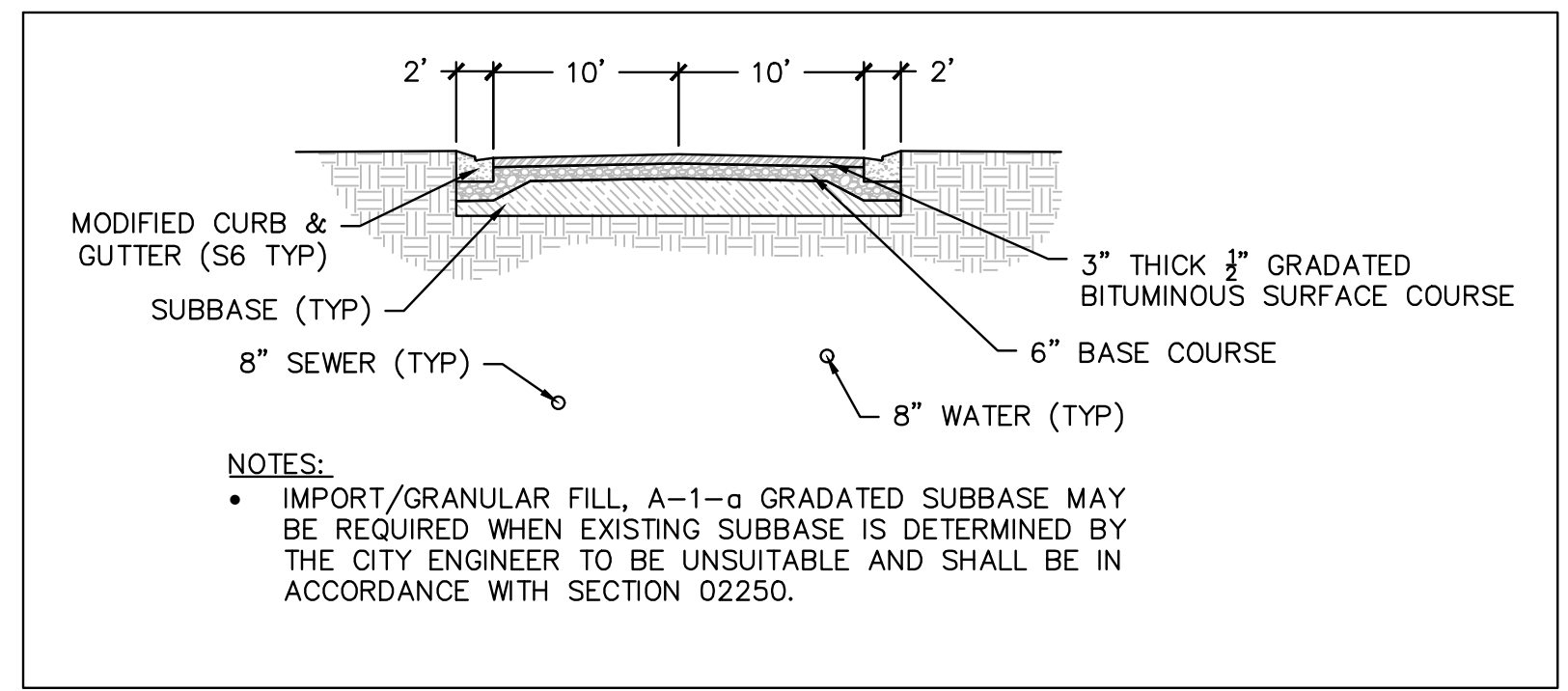
REVISION NOTES: 28 JULY 2025

- REDUCE NORTH FAIRWAY DRIVE FROM 26' TO 20' TO ALLOW A LARGER LANDSCAPE BUFFER NEXT TO NEIGHBORS TO PROTECT EXISTING LANDSCAPING AS APPROVED BY MIDWAY CITY COUNCIL.



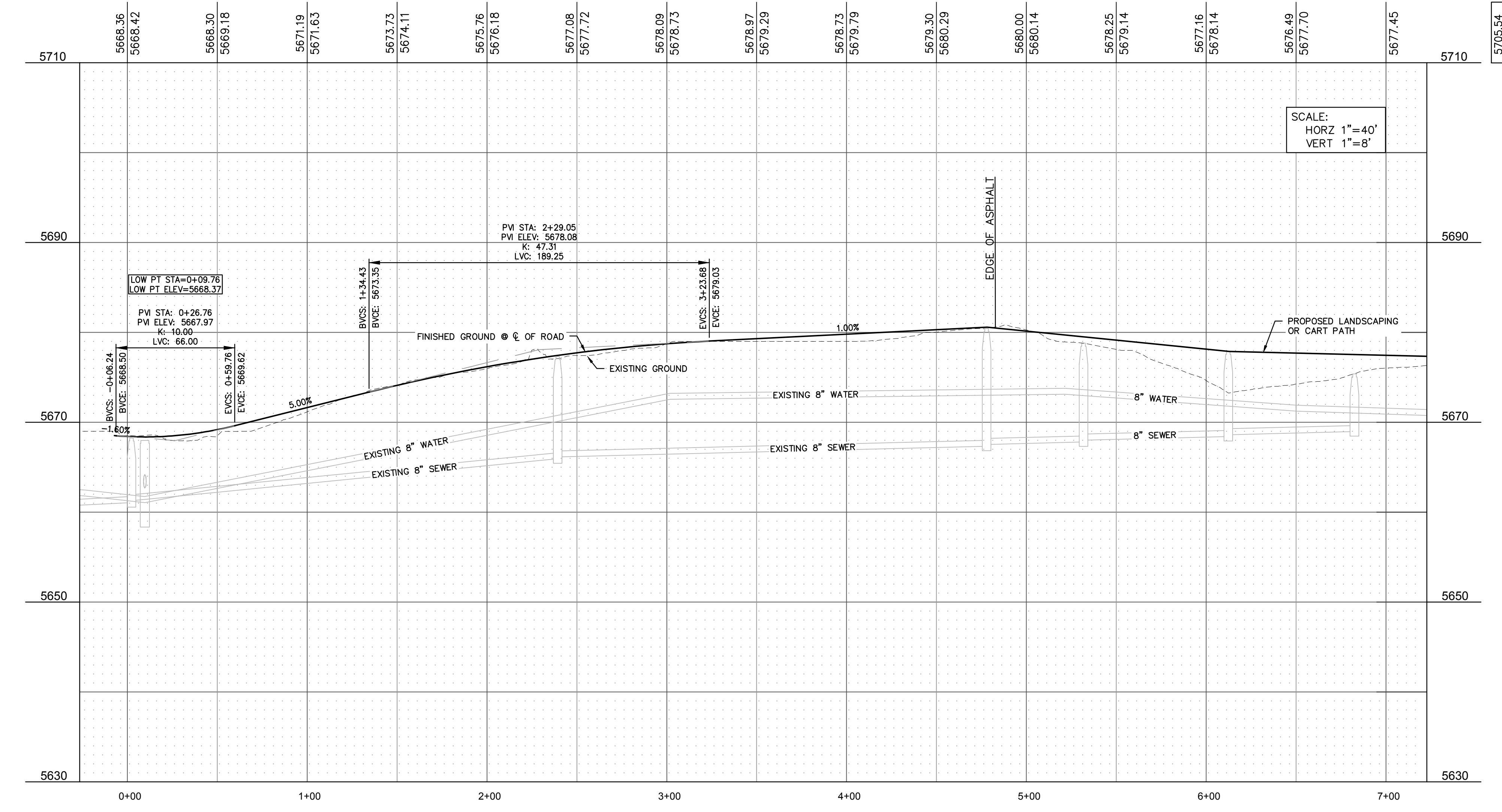
INSTALL BUSHES NOT TO EXCEED 42" IN HEIGHT FROM STA 0+00 TO 2+00 ALONG THE INGRAM PROPERTY. FINAL PLANT SPECIES TO BE DETERMINED BY HOMESTEAD AND INGRAM.

MATCH EXISTING CURB AND GUTTER AND ASPHALT



NOTES:

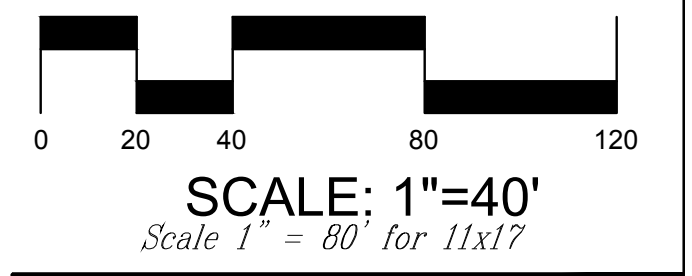
- IMPORT/GRANULAR FILL, A-1-a GRADATED SUBBASE MAY BE REQUIRED WHEN EXISTING SUBBASE IS DETERMINED BY THE CITY ENGINEER TO BE UNSUITABLE AND SHALL BE IN ACCORDANCE WITH SECTION 02250.



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

ROAD CONSTRUCTION NOTE:

- UTILITIES IN NORTH FAIRWAY DRIVE HAVE BEEN INSTALLED.
- CURB AND GUTTER HAS BEEN INSTALLED.
- SUBBASE AND BASE COURSE HAVE BEEN INSTALLED.
- ASPHALT STILL TO BE INSTALLED.



THE HOMESTEAD GROUP LLC
GOLF COTTAGES AND HOMES

NORTH FAIRWAY DRIVE
PLAN & PROFILE STA 0+00-10+00

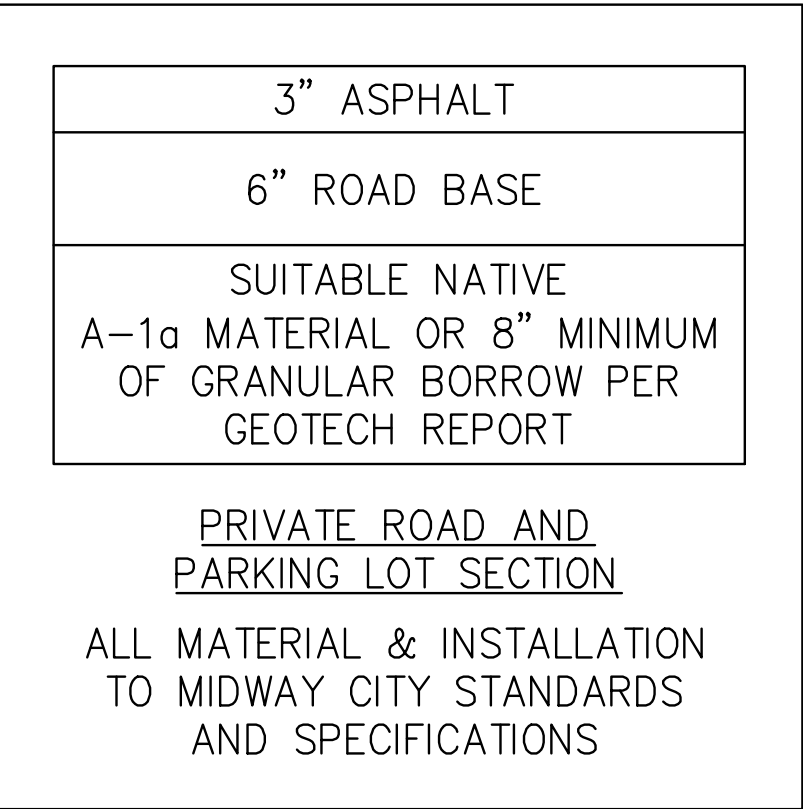
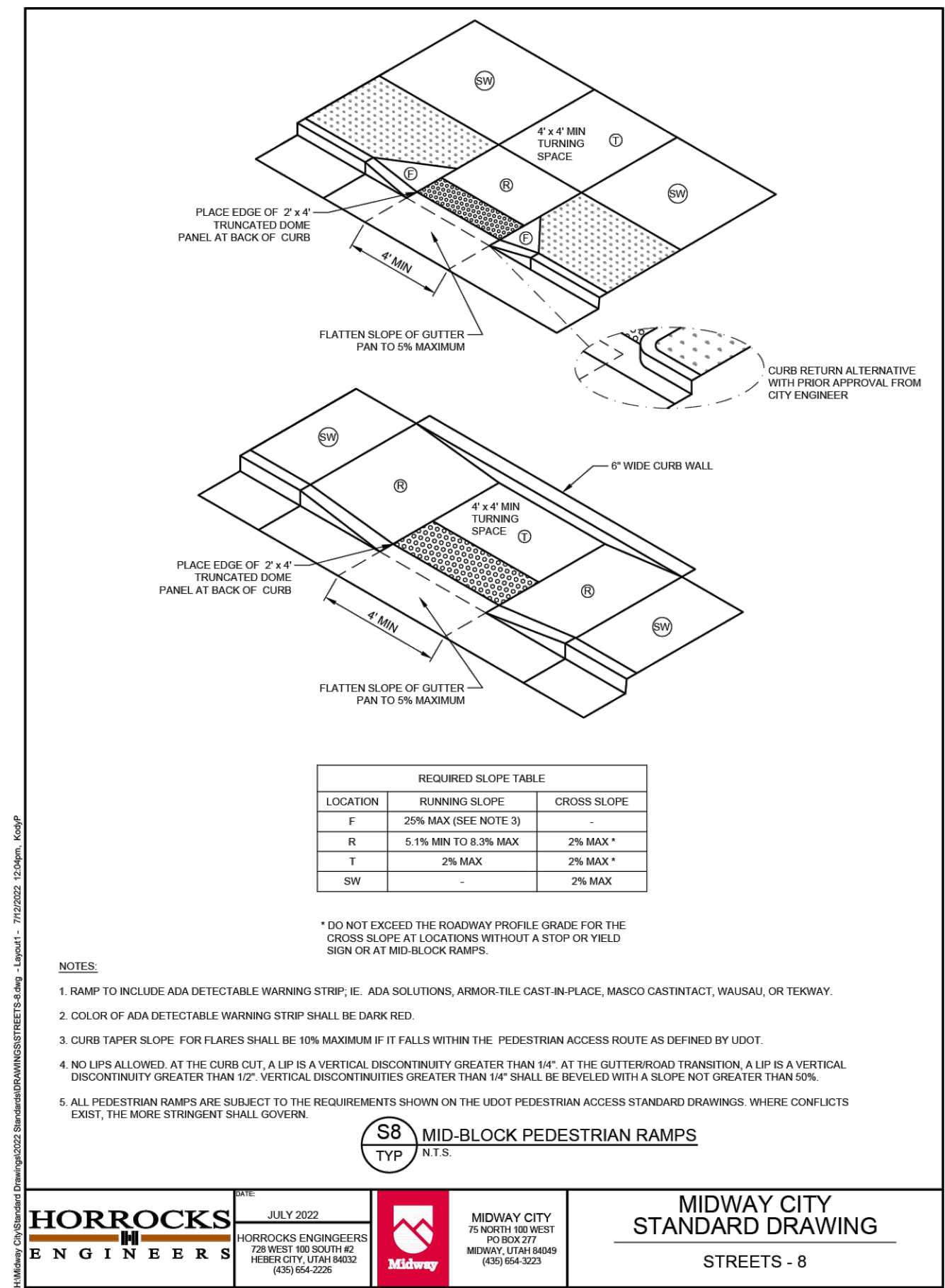
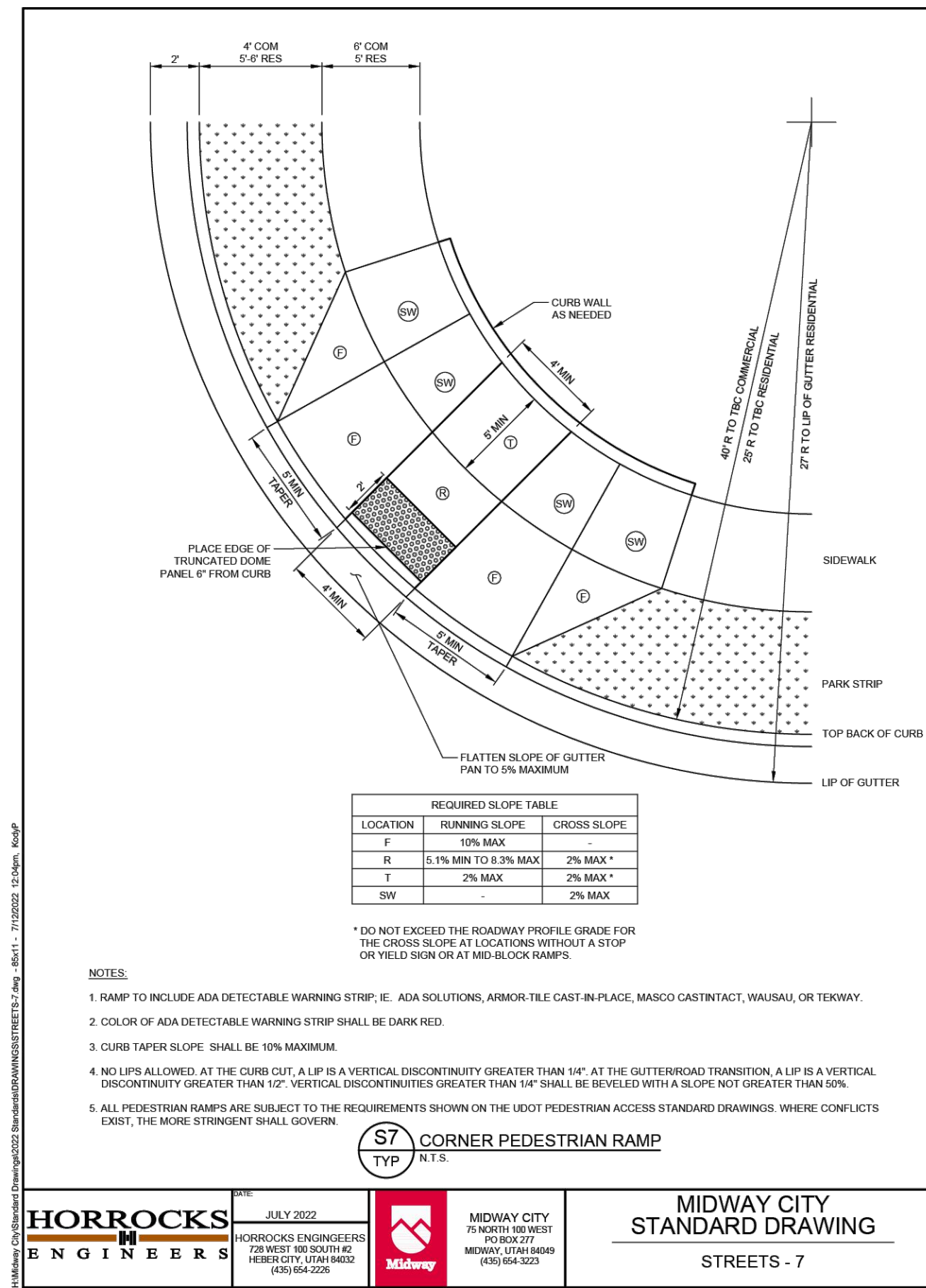
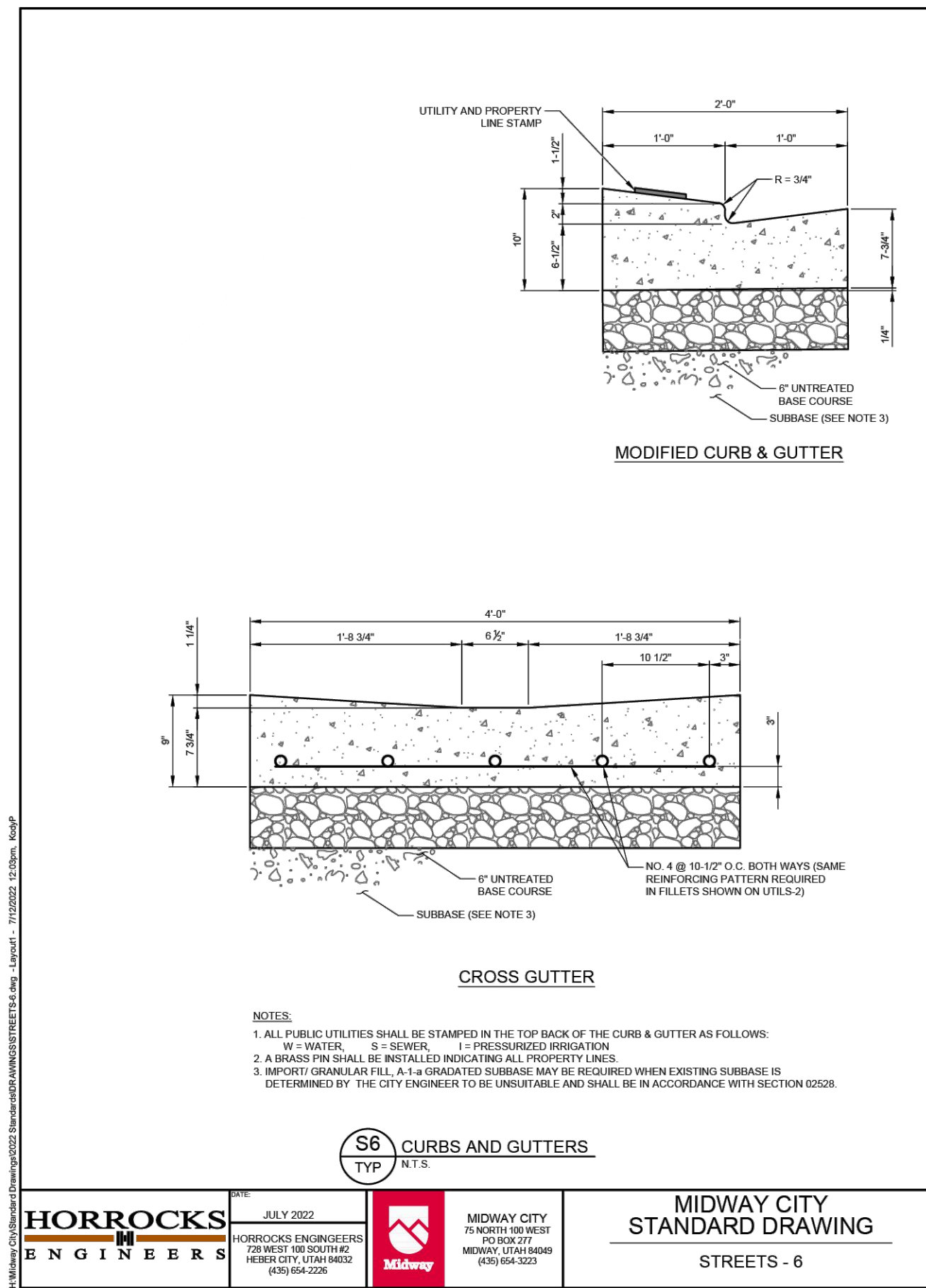
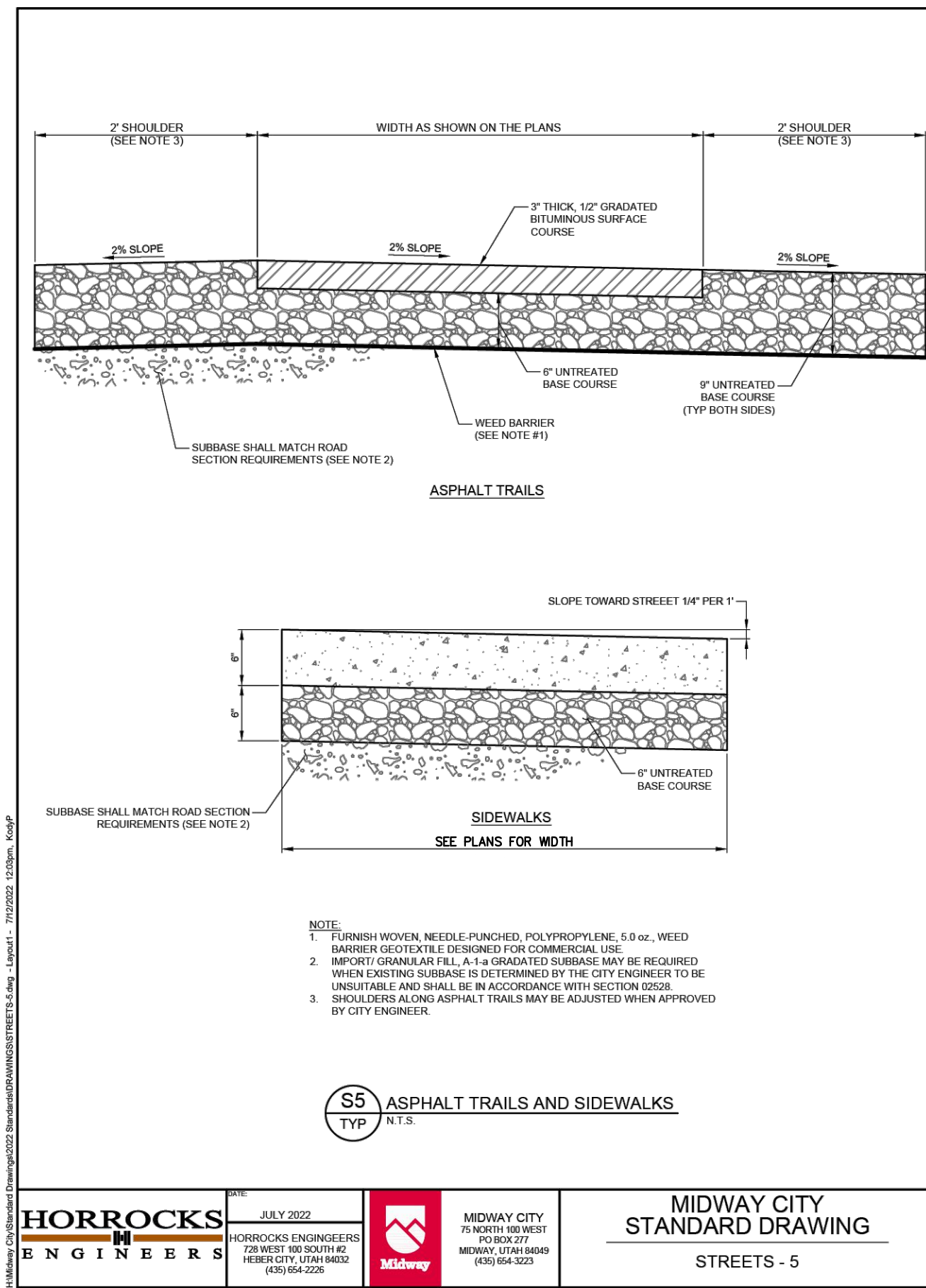


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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 13 MAY 2026

DESIGN BY: PDB DATE: 13 MAY 2026
DRAWN BY: DEJ REV: _____

SHEET
C4

File: S:\Projects\2024\2024 - North Fairway Drive - 2 (Permit Amendment)\02_Plan.dwg
 Print Name: C:\Users\pdp\OneDrive\Documents\2024\2024 - North Fairway Drive - 2 (Permit Amendment)\02_Plan.dwg
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PRIVATE ROAD DETAIL

with: V:\Projects\2022\2205 - Cedar & Maple - Plan Set\Submittals\2205 - Cedar & Maple - Home (Combo Lot 2 Plan Amendment)\02_Plan\Bldg Home_CEDAR_MAPLE_DETAILS.dwg | plot date: May 12, 2026 | plotted by: DMB

THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

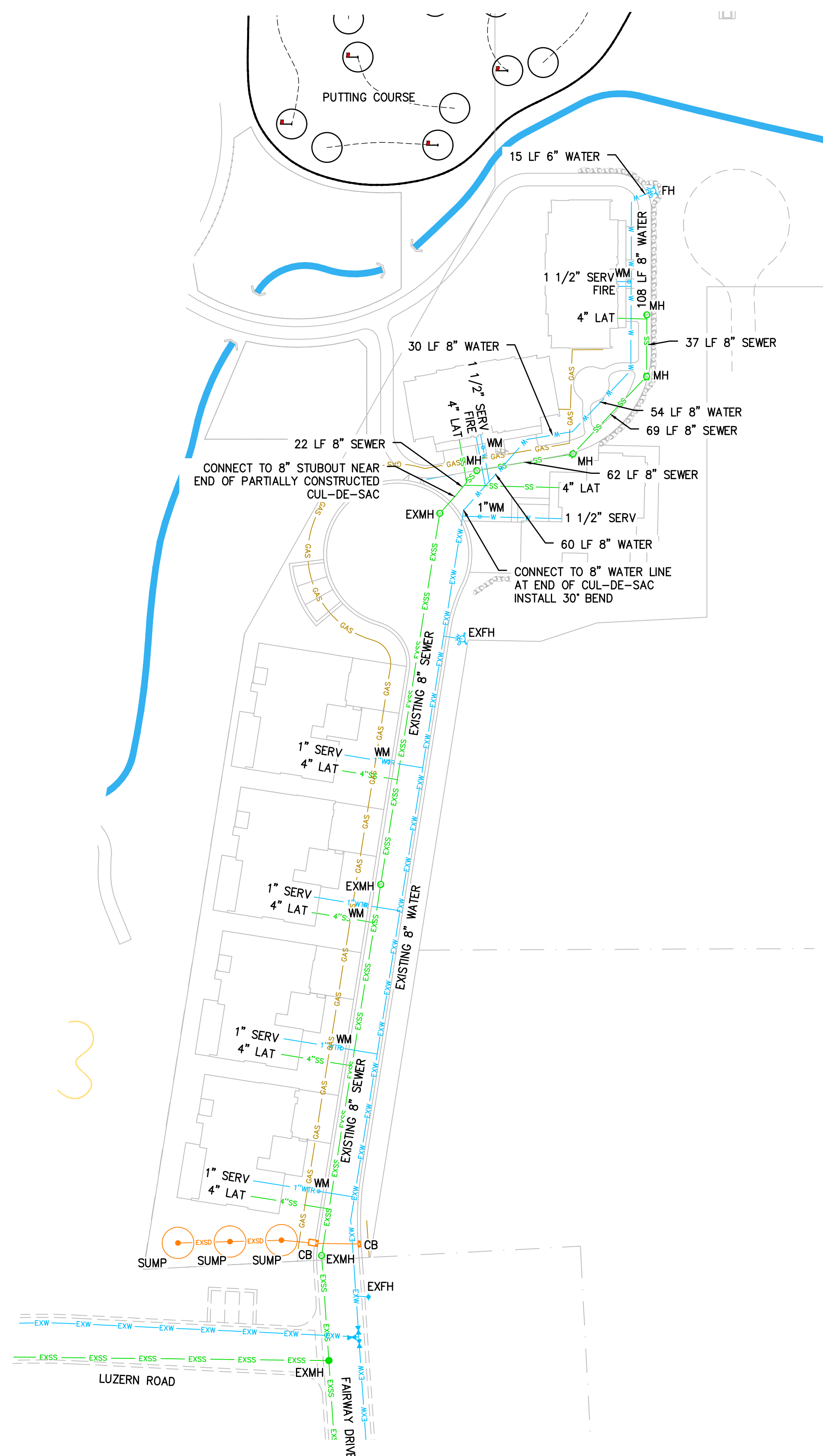
ROAD CONSTRUCTION
 DETAILS

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

DESIGN BY: PDB
 DRAWN BY: DEJ

DATE: 13 MAY 2026
 REV:

SHEET
C5



- LEGEND**
- HW — HOT WATER LINE FROM CRATER (PRIVATE)
 - EXGAS — EXISTING GAS LINE
 - GAS — GAS LINE
 - FL — FIRE LINES
 - EXSS — EXISTING SEWER
 - SS — 8" SEWER
 - EXW — EXISTING WATER
 - W — 8" WATER
 - PI — PRESSURIZED IRRIGATION
 - EXPI — EXISTING PRESSURIZED IRRIGATION
 - SD — STORM DRAIN
 - EXPWR — EXISTING POWER LINE
 - PWR — POWER LINE
 - WM — WATER METER
 - EXPP — EXISTING POWER POLE

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.

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.

WATER NOTES:

- ALL WATER IMPROVEMENTS SHALL MEET MIDWAY CITY STANDARDS AND SPECIFICATIONS.
- NEW 8" WATER SHALL BE C900 DR 18 PIPE.

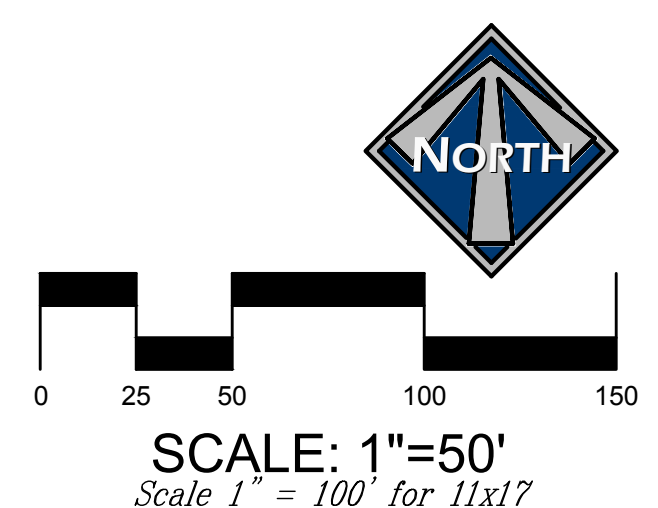
POWER NOTE:

- 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 NOTE:

- 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.

Path: \\V:\Projects\2026\2026 - Golf Cottages and Homes (Condo Lot 2 Plat Amendment)\02_Plan\02 - Utility Plan.dwg
 Date: 13 MAY 2026 11:05:11 AM
 User: PDB



THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

UTILITY PLAN



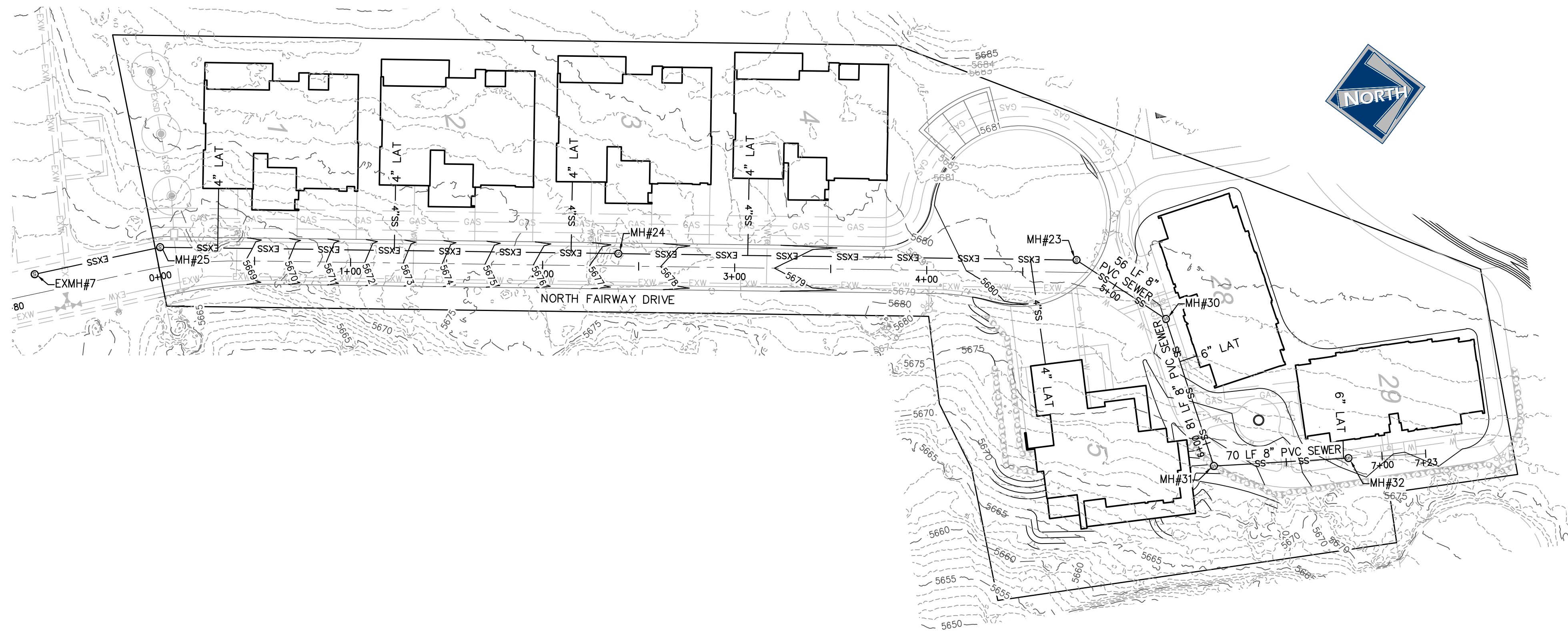
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PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 13 MAY 2026

DESIGN BY: PDB
 DRAWN BY: DEJ

DATE: 13 MAY 2026
 REV:

SHEET
 C6



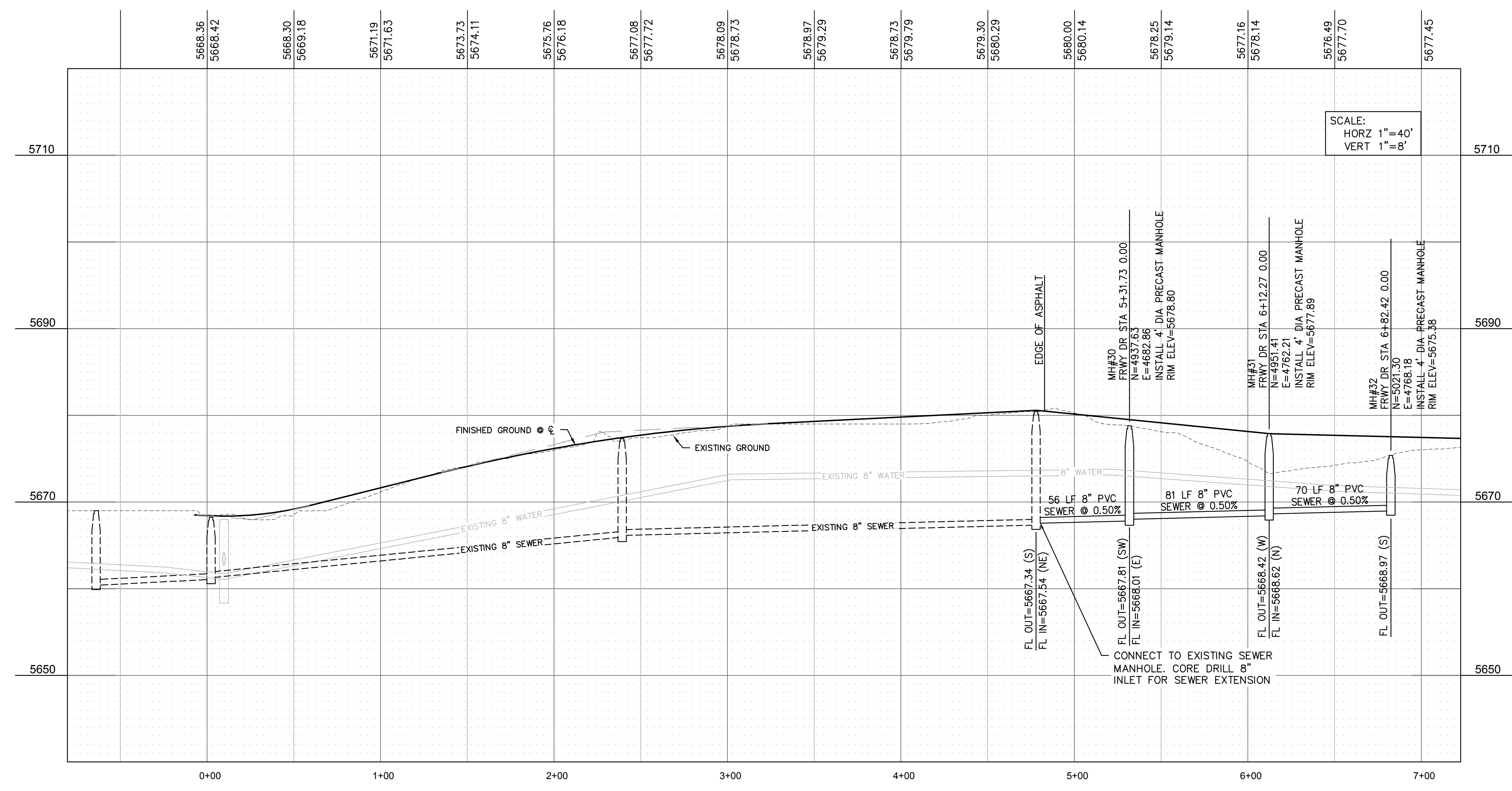
- LEGEND**
- EXPWR— EXISTING POWER
 - EXGAS— EXISTING GAS
 - EXSS— EXISTING SEWER
 - SS— PROPOSED 8" SEWER
 - EX8"W— EXISTING 8" WATER
 - 8"WTR— PROPOSED 8" WATER
 - PI— PROPOSED PRESSURIZED IRRIGATION
 - EXPPI— EXISTING PRESSURIZED IRRIGATION
 - SD— PROPOSED STORM DRAIN

BLUE STAKE NOTE:

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

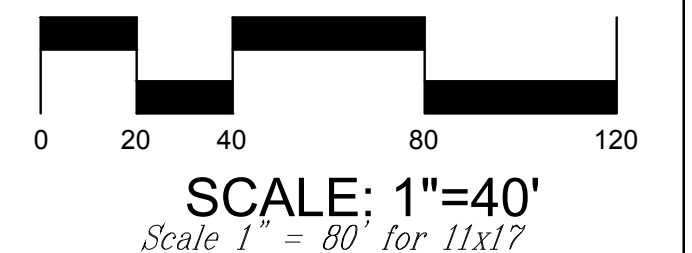
NOTES:

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



5705.54
5706.35
EXISTING ELEV.
PROPOSED ELEV.

SCALE:
HORIZ 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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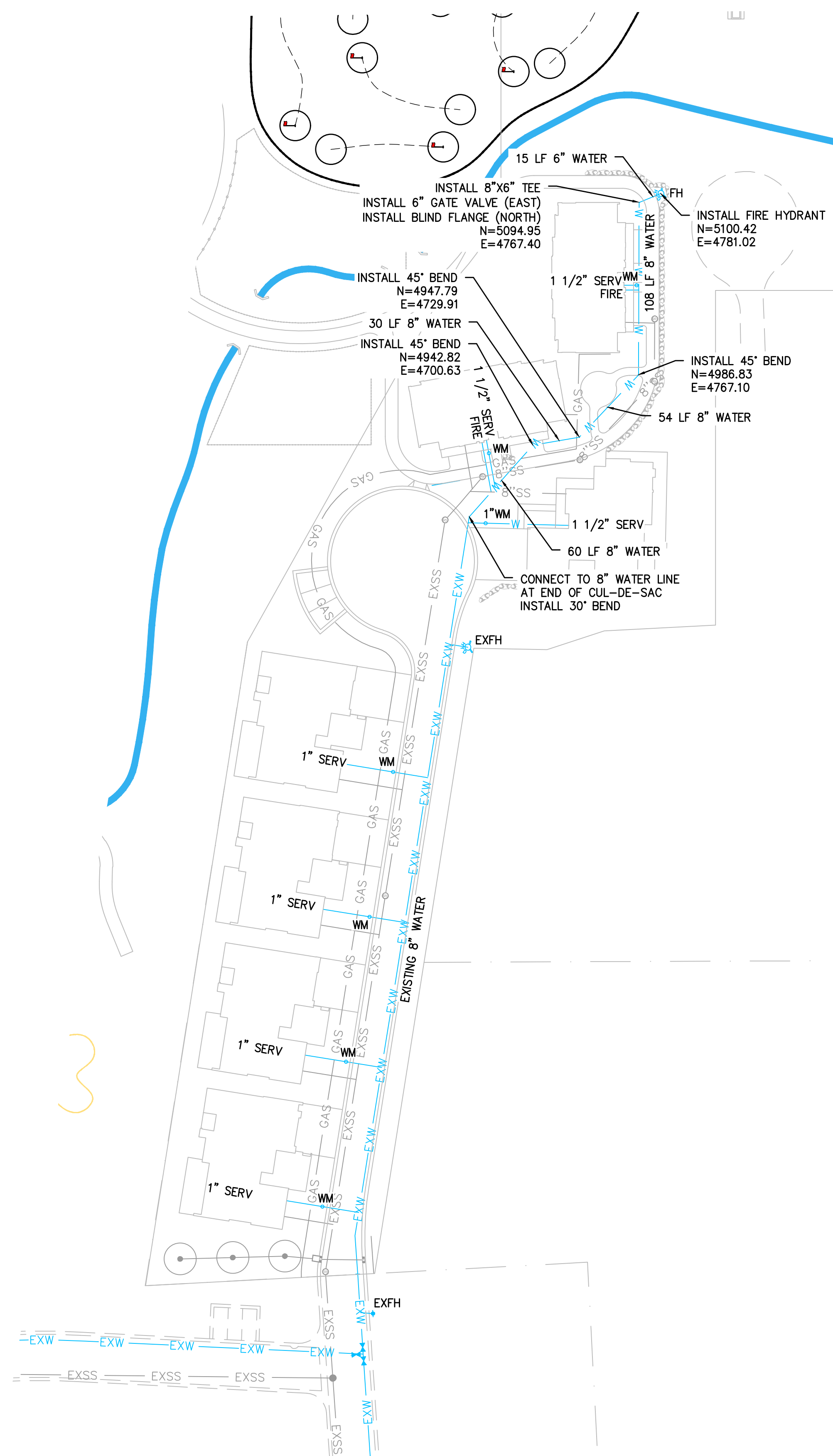
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SERIAL NO. 295595
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DATE: 13 MAY 2026
REV:

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 Date: 13 MAY 2026 11:01:40 AM
 Plot: 13 MAY 2026 11:01:40 AM



- LEGEND**
- HW — EXISTING HOT WATER LINE FROM CRATER (PRIVATE)
 - EXGAS — EXISTING GAS LINE
 - GAS — GAS LINE
 - EXFL — EXISTING FIRE LINES
 - EXSS — EXISTING SEWER
 - SS — PROPOSED SEWER
 - EXW — EXISTING WATER
 - #8WIR — PROPOSED 8" WATER
 - PI — PRESSURIZED IRRIGATION
 - EXPI — EXISTING PRESSURIZED IRRIGATION
 - SD — STORM DRAIN
 - EXPW — EXISTING POWER LINE
 - PWR — POWER LINE
 - WM ● WATER METER
 - EXPP ● EXISTING POWER POLE
 - FH ● FIRE HYDRANT

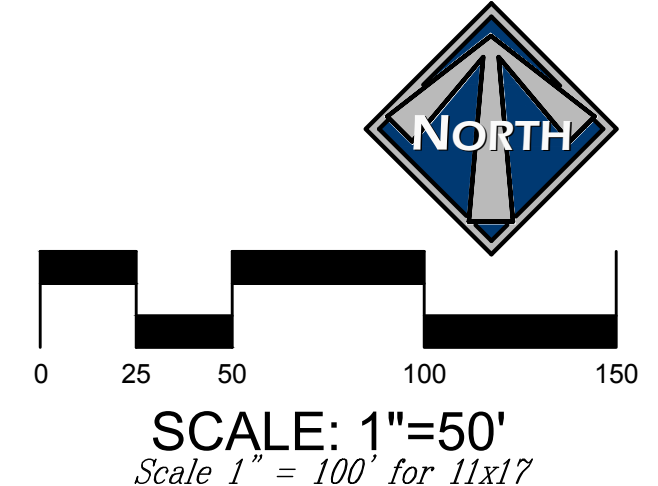
BLUE STAKE NOTE:

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

WATER NOTES:

- ALL WATER IMPROVEMENTS SHALL MEET MIDWAY CITY STANDARDS AND SPECIFICATIONS.
- NEW 8" WATER SHALL BE C900 DR 18 PIPE.

with 13 November 2024; Owner: The Homestead Group LLC; Project: Golf Cottages and Homes (Coods Lot 2 Plat Amendment) 02.Plan
 By: Paul D. Berg, P.E.; Date: 13 May 2026; File Path: \\server\projects\2024\02_Coods Lot 2 Plat Amendment\02.Plan



THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

WATER PLAN



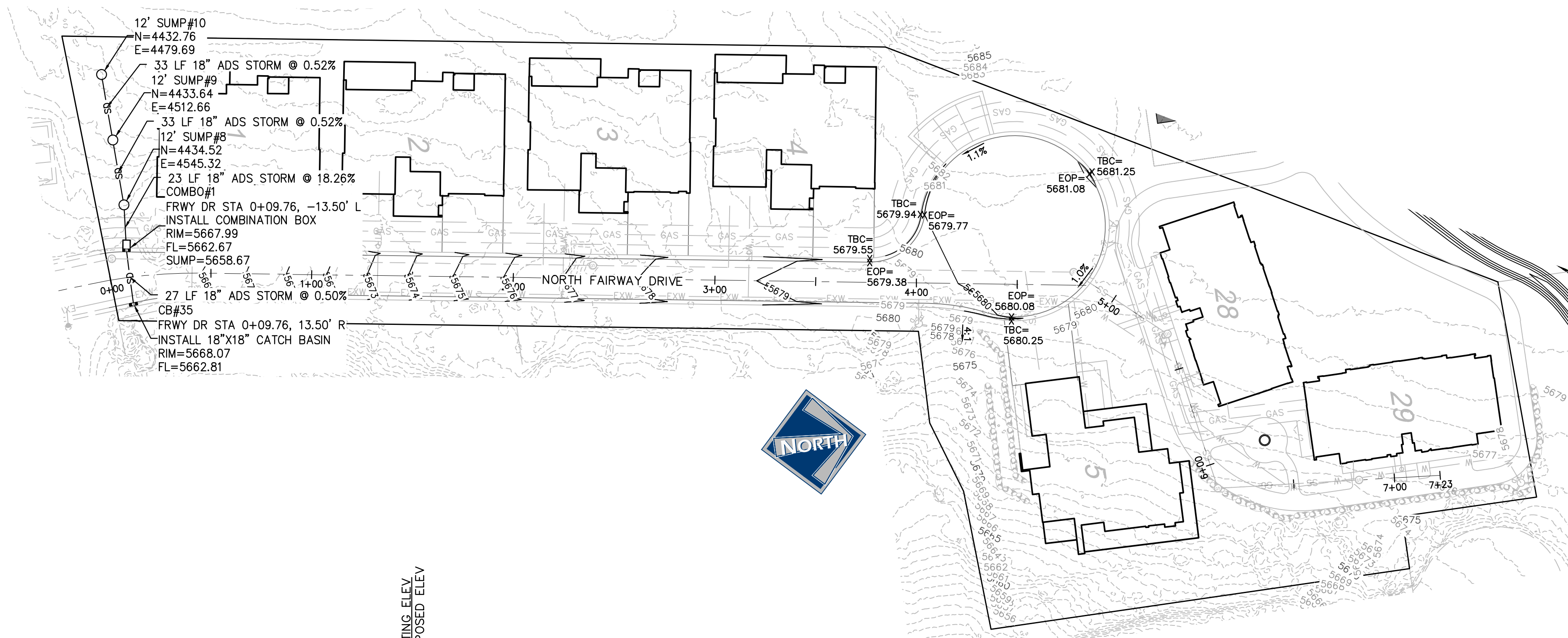
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DATE: 13 MAY 2026
 REV:

SHEET
C9



- 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 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

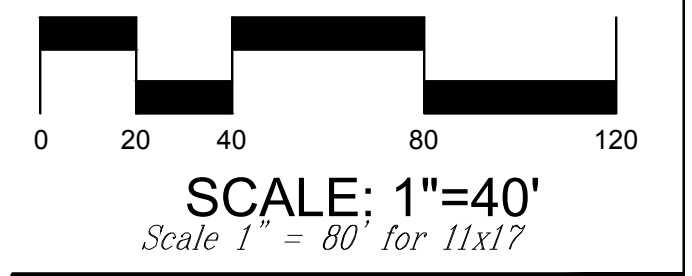
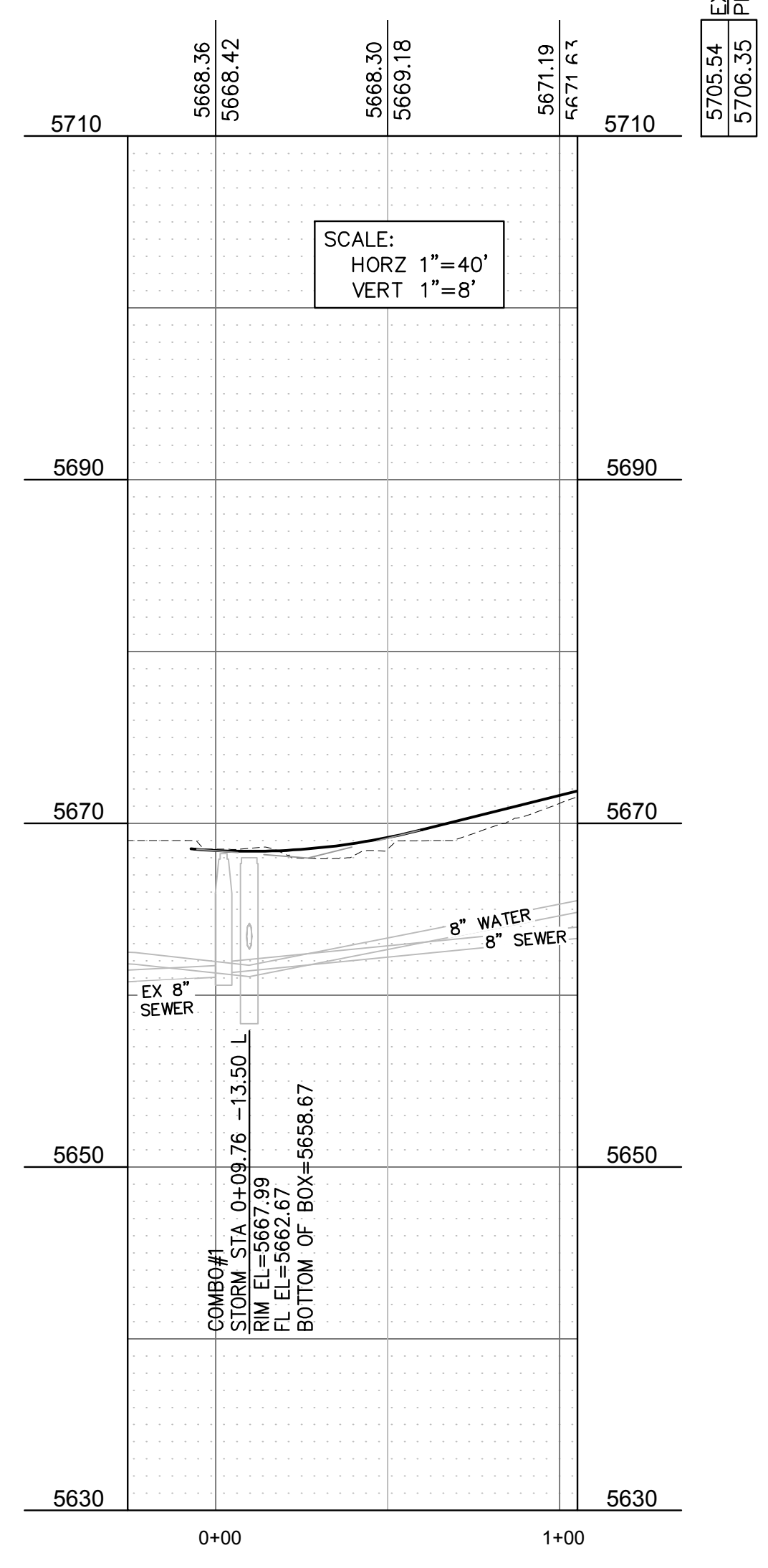
Drainage Area	Total Collected Area (acres)	C = 0.95			Composite Runoff Coefficient
		Building Pad (acres)	Road and Driveways (acres)	Landscaping (acres)	
A	1.75	0.43	0.50	0.82	0.58

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



THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

NORTH FAIRWAY DRIVE
 STORM DRAIN PLAN & PROFILE



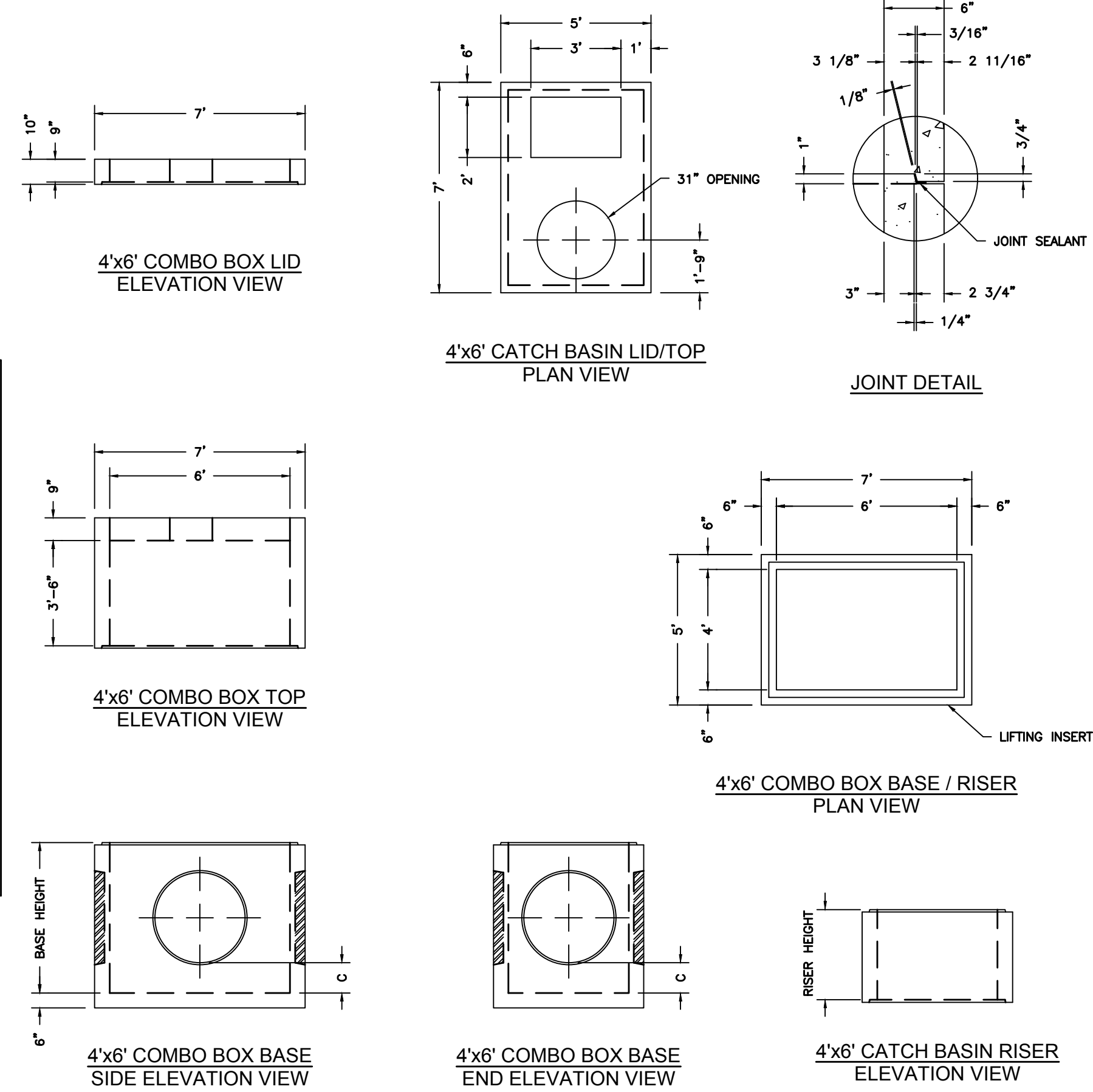
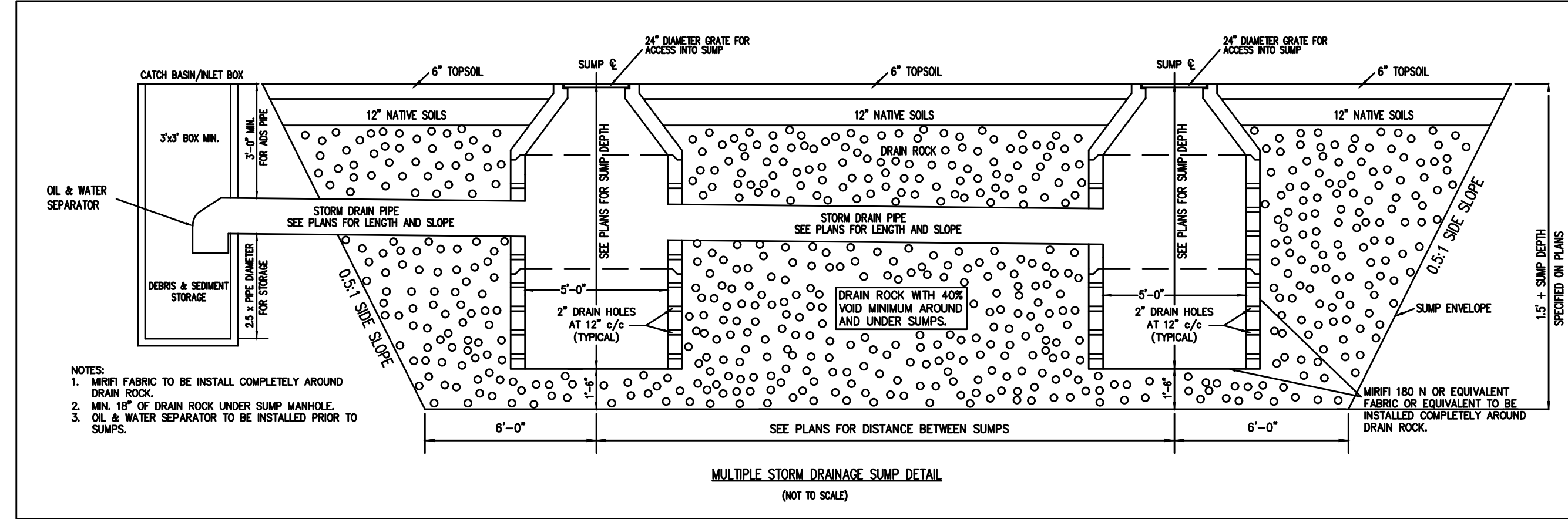
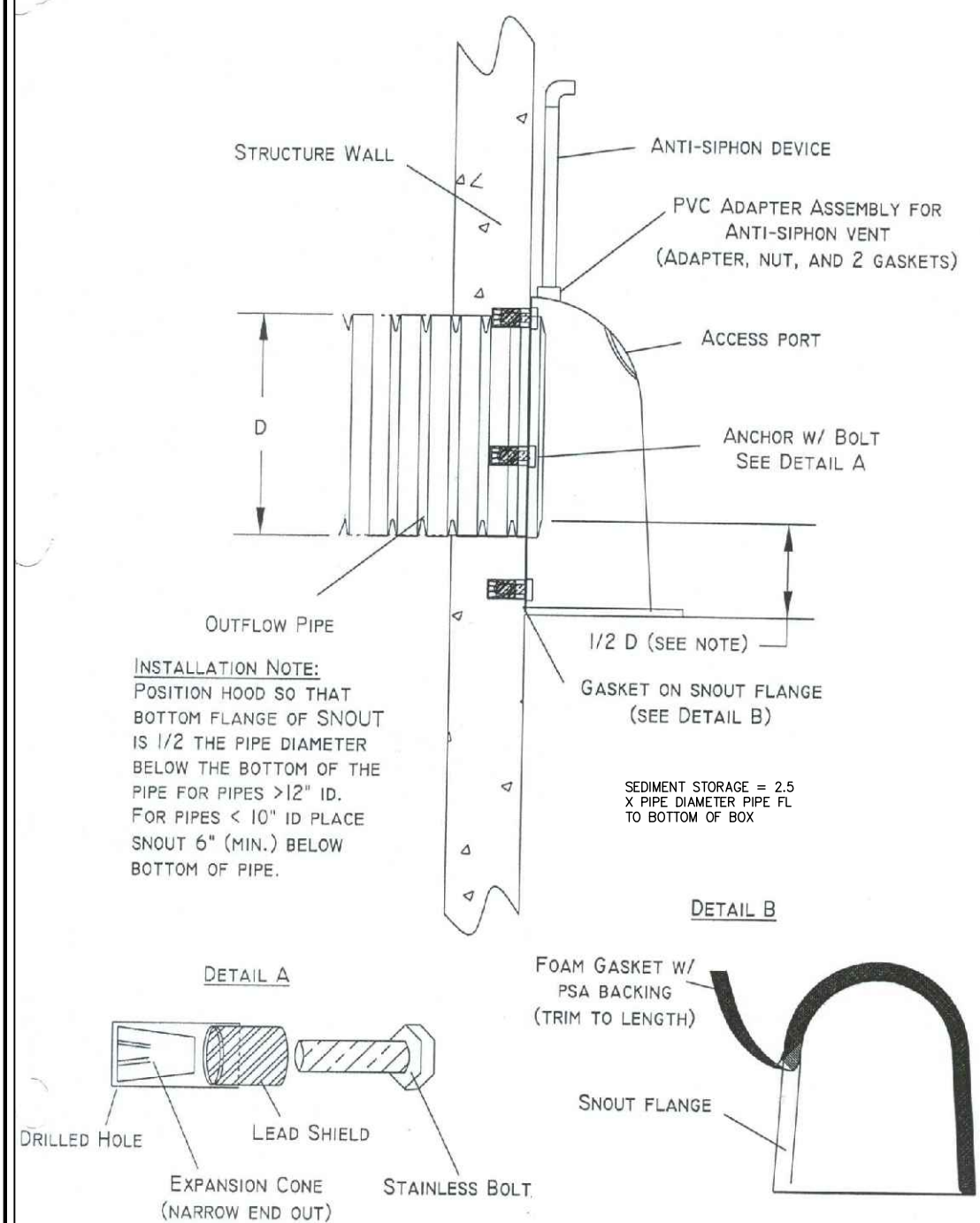
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PAUL D. BERG P.E.
 SERIAL NO. 295595
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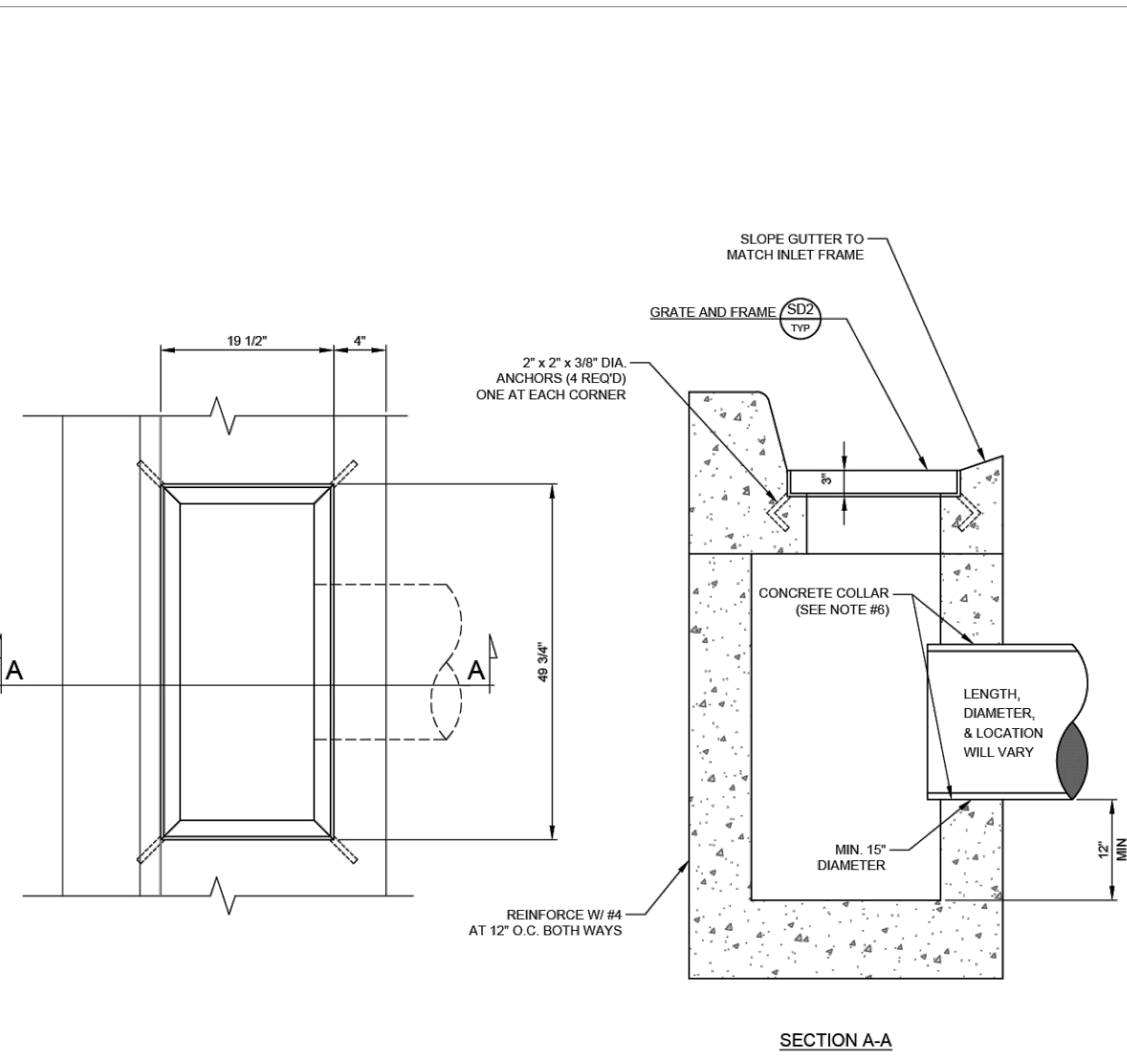
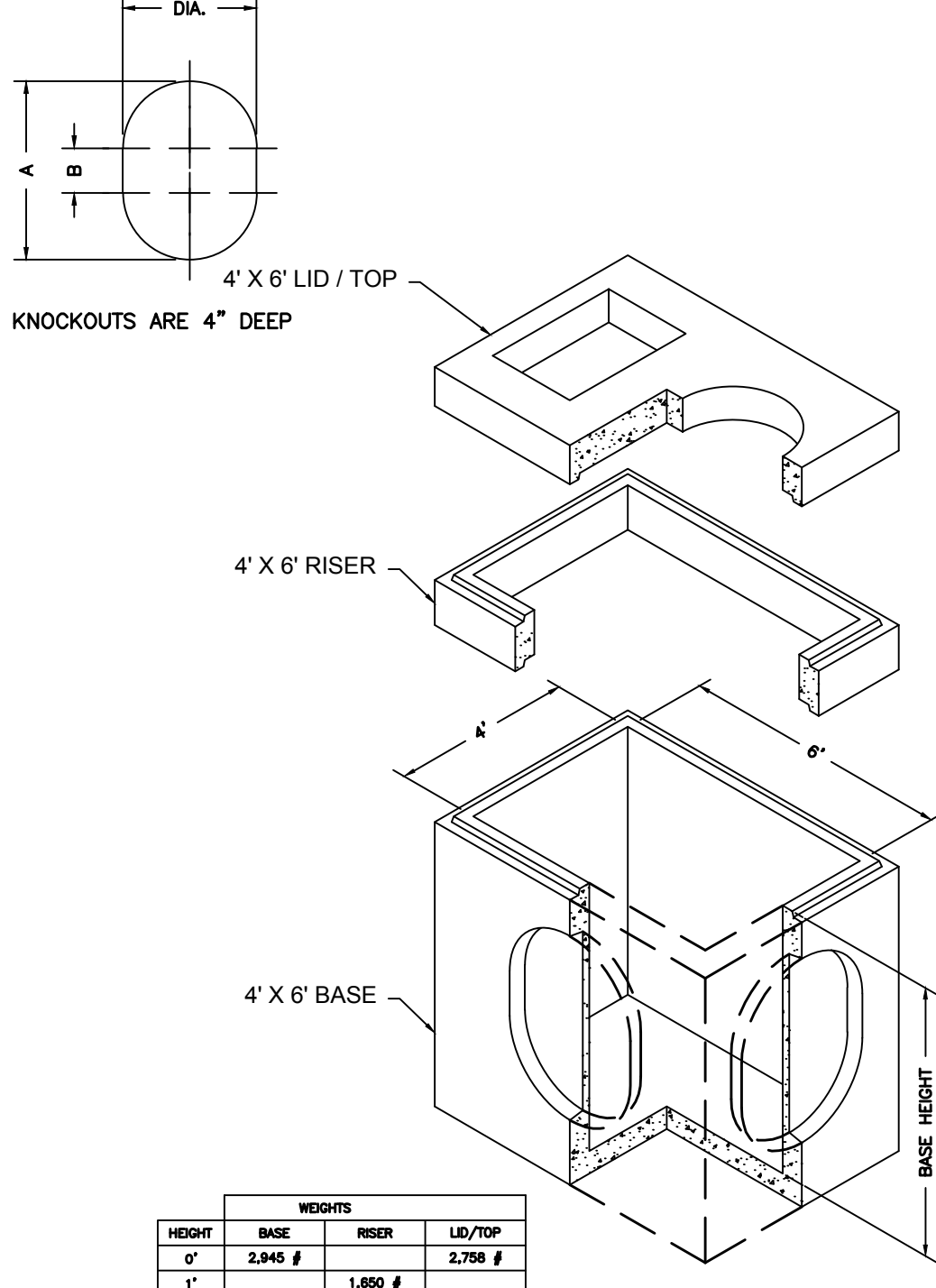
DESIGN BY: PDB DATE: 13 MAY 2026
 DRAWN BY: DEJ REV: C11

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 Date: 13 MAY 2026 10:00 AM
 User: paul.berg

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

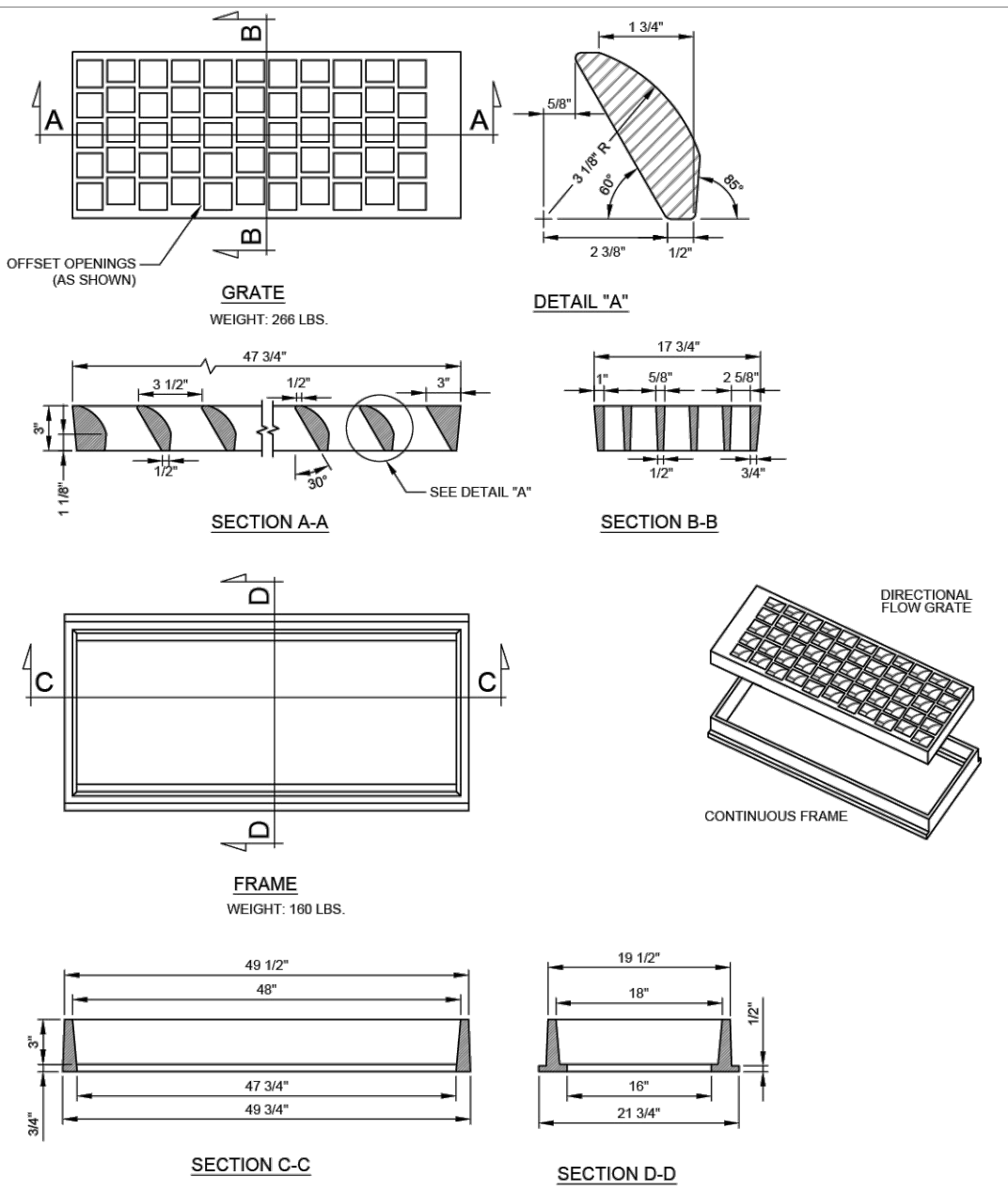


BASE HEIGHT	WIDE SIDE KNOCKOUT DIMENSIONS			SHORT SIDE KNOCKOUT DIMENSIONS			
	DIA.	A	B	DIA.	A	B	C
3'-6"	36"	36"	0"	36"	36"	0"	0"
4'	36"	36"	0"	36"	36"	0"	0"
5'	36"	36"	0"	36"	36"	0"	12"
6'	36"	48"	12"	36"	48"	12"	12"



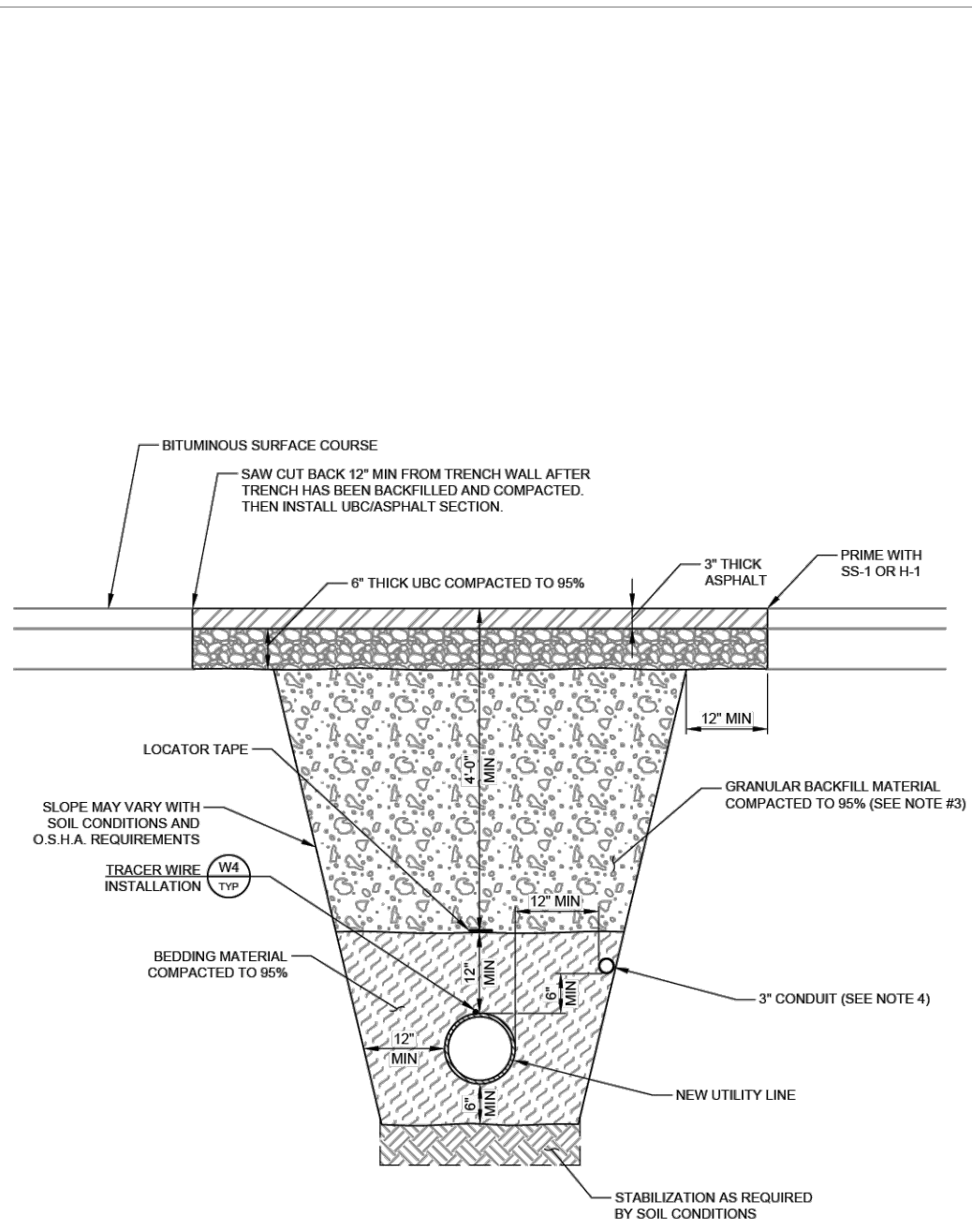
- NOTES:**
1. ALL FRAMES & GRATES TO BE CAST IRON
 2. CONSTRUCT BOX (WALL THICKNESS) TO MATCH EXISTING OR NEW TYPE OF CURB AS SHOWN
 3. INLET BOX SPACING SHALL NOT EXCEED 600 FEET UNLESS APPROVED BY THE CITY ENGINEER
 4. A SNOUT OR APPROVED EQUAL SHALL BE USED WHERE THE STORM WATER IS LEAVING THE STORM WATER SYSTEM AND ENTERING A SUMP, RETENTION DETENTION POND, OR DISCHARGE POINT
 5. IF SNOUT IS CALLED, SUMP DEPTH SHALL BE 36" FOR OUTLET DIA. 12" AND SMALLER FOR OUTLET DIA. 18" AND LARGER, SUMP DEPTH SHALL EQUAL 2.5 TO 3.0 TIMES THE DIA. OF THE OUTLET PIPE
 6. CONCRETE COLLARS ARE REQUIRED AT ALL STORM DRAIN PIPE CONNECTIONS TO MANHOLES OR INLETS. THE CONCRETE COLLAR SHALL SEAL THE STORM DRAIN PIPE TO MANHOLE OR INLET
 7. ALL MANHOLES, CATCH BASINS, VALVE BOXES AND VERTICAL STRUCTURES SHALL BE COMPACTED USING A JUMPING JACK TYPE DEVICE WITH MAXIMUM LIFT NOT TO EXCEED 6 INCHES OR AS RECOMMENDED BY JUMPING JACK MANUFACTURER. DENSITY TESTS SHALL BE TAKEN AT EVERY MANHOLE, CATCH BASIN, VALVE BOX AND VERTICAL STRUCTURES.

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



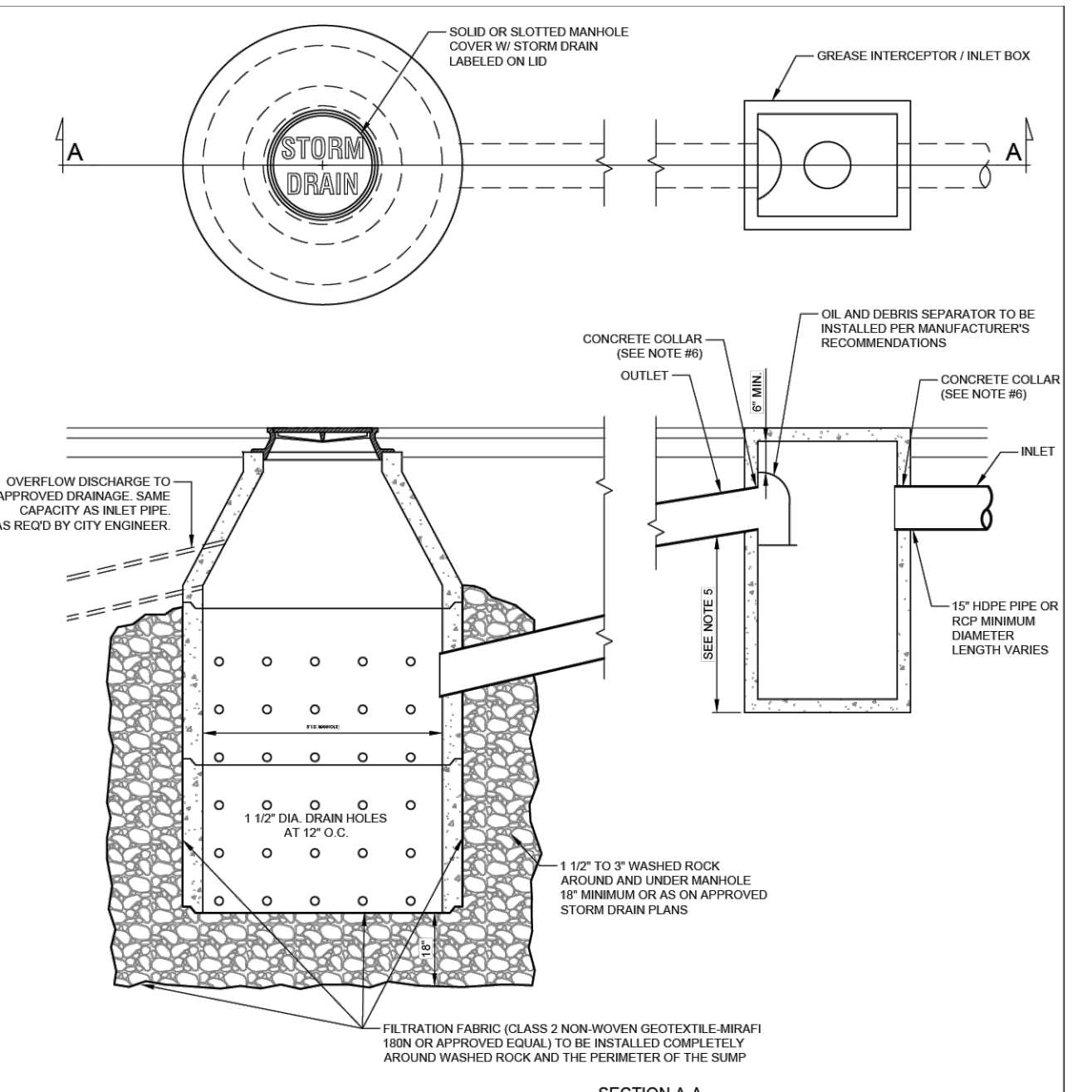
- NOTES:**
1. ALL DIMENSIONS ARE IN INCHES (IN) UNLESS OTHERWISE NOTED
 2. GRATE AND FRAME MAY BE FURNISHED IN EITHER DUCTILE IRON (ASTM A 246) OR GRADE (GG) OR CAST GRAY IRON (ASTM A 159, CLASS 30 (ASTM A 48))
 3. GRATE & FRAME SHALL BE DIAL 1-1803 OR APPROVED EQUAL

SD2 GRATE AND FRAME
 TYP N.T.S.



- NOTES:**
1. COMPACTED BEDDING MATERIAL SHALL CONSIST OF SAND, OR WELL GRADED CRUSHED ROCK, 1/2" MINIMUM MAXIMUM MATERIALS, METHOD AND COMPACTION SHALL BE APPROVED BY ENGINEER. PVA GRAVEL IS PROHIBITED, EXCEPT WHEN APPROVED BY ENGINEER
 2. USE PROPER MANNER TAPES APPROVED BY ENGINEER
 3. REFER TO SECTION 0220-3.08 FOR COMPACTION DETAILS
 4. MIDWAY CITY MAY CHOOSE AT THE CITY'S EXPENSE TO INSTALL 3" CONDUIT WITHIN TRENCH FOR FUTURE USE

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



- NOTES:**
1. CONSTRUCT DROP INLET BOX TO MATCH WIDTH OF CURB & GUTTER. MATCH INSIDE OF BOX TO INSIDE OF FRAME
 2. DIAL 1-1803 WITH ADJUSTABLE CURB BOX
 3. STANDARD CAST IRON MANHOLE RING & LID
 4. OIL SEPARATOR TO BE INSTALLED PRIOR TO SUMP
 5. INLET BOX DEPTH SHALL BE 36" FOR OUTLET DIA. 12" AND SMALLER FOR OUTLET DIA. 18" AND LARGER, SUMP DEPTH SHALL EQUAL 2.5 TO 3.0 TIMES THE DIA. OF THE OUTLET PIPE
 6. MIDWAY CITY MAY CHOOSE AT THE CITY'S EXPENSE TO INSTALL 3" CONDUIT WITHIN TRENCH FOR FUTURE USE

SD3 SUMP DISPOSAL
 TYP N.T.S.

HEIGHT	BASE	RISER	LID/TOP
9"	2,945 #	1,550 #	2,700 #
1'		3,300 #	
2'		4,850 #	
3'-4"	6,704 #		6,704 #
4'	7,530 #		
5'	8,880 #		
6'	10,530 #		

- NOTES:**
1. Knock design complies with ASTM C-887 and 2.5' with less than 2' of earth cover and on ASHTRIO 150-20 loading.
 2. Lifting insert type and location may change without notice.

THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES
STORM DRAIN CONSTRUCTION DETAILS



DESIGN BY: PDB
 DRAWN BY: DEJ
 DATE: 13 MAY 2026
 REV:
 SHEET C12

11/15/2025 10:54:54 AM - Design: Storm Drain Construction Details - 2 (Rev. 02) - 11/15/2025 10:54:54 AM - Design: Storm Drain Construction Details - 2 (Rev. 02) - 11/15/2025 10:54:54 AM - Design: Storm Drain Construction Details - 2 (Rev. 02)

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
DECIDUOUS TREES				
	Ax	Acer truncatum x platanoides 'Warrenred' Pacific Sunset® Maple	3" Cal.	27
	Ce	Carpinus betulus 'JFS-KW1CB' Emerald Avenue® European Hornbeam	2.5" Cal.	20
	Cp	Cercis canadensis 'Pink Trim' Northern Herald® Eastern Redbud	2.5" Cal.	5
	Gi	Gleditsia triacanthos inermis 'Impcole' Imperial® Honey Locust	3" Cal.	5
	Si	Syringa reticulata 'Ivory Silk' Multi-Trunk Japanese Tree Lilac	3" Cal.	1

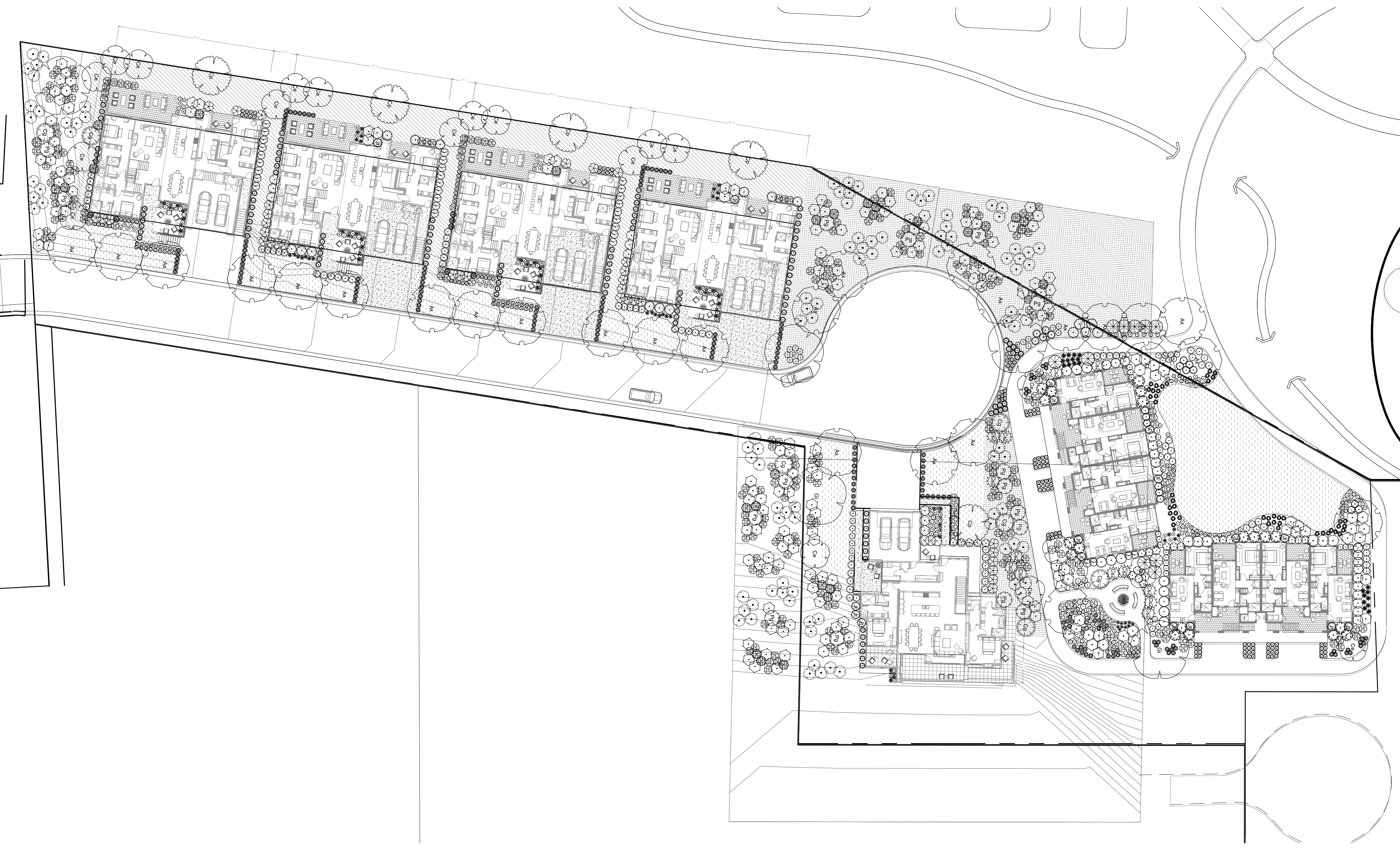
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
EVERGREEN TREES				
	Cs2	Cedrus deodara 'Snow Sprite' Snow Sprite Deodar Cedar	5'-7' H	13
	Cg	Chamaecyparis nootkatensis 'Glauca Pendula' Blue Weeping Nootka Cypress	8'-12' H	7
	Jt	Juniperus chinensis 'Trautman' Trautman Juniper	5'-7' H	17
	PW	Picea mariana 'Wellspire' Wellspire Black Spruce	B&B	28
	Pg	Picea orientalis 'Green Knight' Wells Green Knight Spruce	8'-10' H	16
	PF	Picea pungens glauca fastigiata 'Wells Blue Totem' Wells Blue Totem Columnar Spruce	B & B	7

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS				
	Ch	Cornus alba 'Bailhala' Ivory Halo® Tatarian Dogwood	5 gal	6
	Cf	Cornus stolonifera 'Farrow' Arctic Fire® Red Twig Dogwood	5 gal	16
	Fm	Forsythia x intermedia 'Mindor' Show Off® Forsythia	5 gal	19
	Hn	Hydrangea arborescens 'NCHA4' Incrediball® Blush Hydrangea	3 gal	12
	Hs3	Hydrangea paniculata 'Rensun' Strawberry Sundae® Panicle Hydrangea	5 gal	10
	Pn2	Perovskia atriplicifolia 'Blue Jean Baby' Blue Jean Baby Russian Sage	5 gal	62
	Pk	Physocarpus opulifolius 'UMNHarpell' First Editions® Fireside® Ninebark	3 gal	34
	Pj	Potentilla fruticosa 'Jackmanii' Jackman's Bush Cinquefoil	5 gal	22
	Rg	Rhus aromatica 'Fine Textured Select A' Lacette™ Fragrant Sumac	5 gal	10
	Sn	Spiraea nipponica 'Snowmound' Snowmound Spirea	5 gal	19

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
EVERGREEN SHRUB				
	Cg2	Cryptomeria japonica 'Globosa Nana' Dwarf Japanese Cedar	5 gal	73
	Js	Juniperus sabinia 'Scandia' Scandia Juniper	5 gal	166
	Pj2	Pinus mugo 'Jakobsen' Jakobsen Mugo Pine	5 gal	232
	Td2	Taxus cuspidata 'Densiformis' Dense Japanese Yew	5 gal	23
	Th	Taxus x media 'Hicksii' Hicks Anglo-Japanese Yew	5 gal	31
	Vg	Viburnum rhytidophyllum 'Green Trump' Leatherleaf Viburnum	5 gal	98
ORNAMENTAL GRASSES				
	Cb	Calamagrostis brachytricha Korean Feather Reed Grass	5 gal	94
	Ph	Panicum virgatum 'Hot Rod' Hot Rod Switch Grass	5 gal	15
	Ph2	Pennisetum alopecuroides 'Hameln' Hameln Fountain Grass	5 gal	165
	Sb	Schizachyrium scoparium 'Blaze' Blaze Little Bluestem	5 gal	240

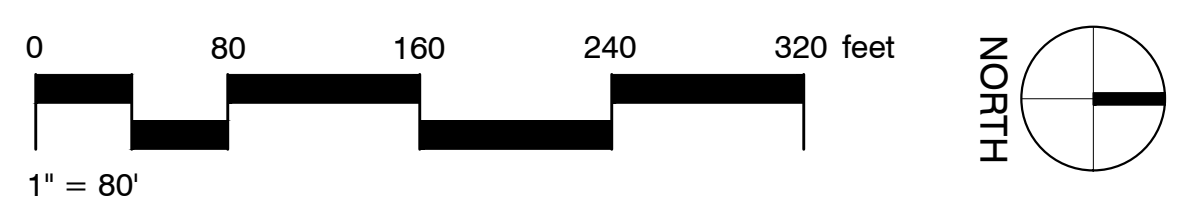
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
PERENNIALS				
	Cb2	Coreopsis x 'Berry Chiffon' Berry Chiffon Tickseed	3 gal	10
	Ep	Echinacea purpurea 'PAS702918' PowWow® White Coneflower	4"pot	60
	Eo	Echinacea x 'TNECHKR' Kismet® Raspberry Coneflower	1 gal	60
	Es	Eriogonum umbellatum Suffurflower Buckwheat	3 gal	44
	Gg	Gaillardia x grandiflora Blanketflower	3 gal	40
	Hf2	Heuchera x 'Fire Chief' Fire Chief Coral Bells	1 gal	6
	Hs	Heuchera x 'Pretty Pistachio' Primo® Pretty Pistachio Coral Bells	5 gal	26
	Hs2	Hymenoxys acualis 'Sundancer' Sundancer Daisy	3 gal	17
	Rg2	Rudbeckia fulgida sullivantii 'Goldsturm' Goldsturm Coneflower	1 gal	21
	Si	Salvia x 'Balyridu' Lyrical™ Blues Meadow Sage	3 gal	76

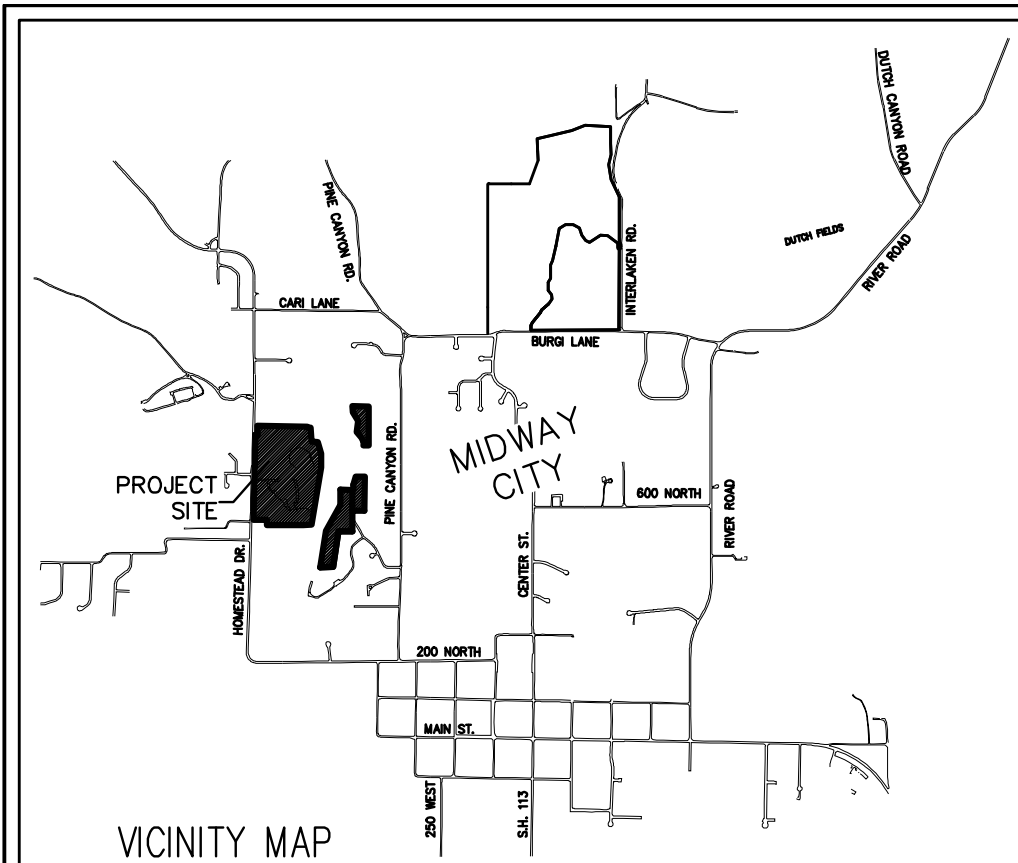
SYMBOL	CODE	BOTANICAL / COMMON NAME	QTY
GROUND COVERS			
	Pp	Poa pratensis Kentucky Bluegrass	9,993 sf
MULCH			
	LM	Landscape Mulching Organic Mulch	12,483 sf
	LM1	Landscape Mulching Mineral Mulch	6,629 sf



GENERAL NOTES

- REFER TO CIVIL ENGINEERS UTILITY AND PRECISE GRADING PLANS FOR UTILITY LOCATION AND FINAL GRADING. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY AS TO HOW TO PROCEED.
- VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT OWNER'S REPRESENTATIVE IMMEDIATELY PRIOR TO COMMENCING WORK.
- EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE OWNER'S REPRESENTATIVE IN THE FIELD PRIOR TO INSTALLATION. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD. FOR CONTRACTOR TO THEN INSTALL.
- VERIFY PLANT COUNTS AND SQUARE FOOTAGES. QUANTITIES ARE PROVIDED FOR OWNER INFORMATION ONLY. IF QUANTITIES ON PLANT LIST DIFFER FROM GRAPHIC INDICATIONS THEN GRAPHICS SHALL PREVAIL.
- PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
- TREES SHALL BEAR SAME RELATION TO FINISHED GRADE AS IT BORE AT NURSERY.
- PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
- PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY OWNER'S REPRESENTATIVE.
- ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS SHRUBS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
- FINISH GRADES OF SHRUB AREAS AND LAWNS/GRASSES SHALL BE 1 INCH BELOW ADJACENT PAVING OR EDGING.
- PROVIDE BURLAP WRAPPING TO SECOND BRANCH WITH 50% OVERLAP.
- ALL TREES OVER PARKING GARAGE TO HAVE ROOT ANCHORING SYSTEM, SEE DETAIL D3/LA600.
- ALL TREES WITHIN 4' OF A PAVED SURFACE TO RECEIVE ROOT BARRIER SYSTEM, SEE DETAIL A1/LA601.





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



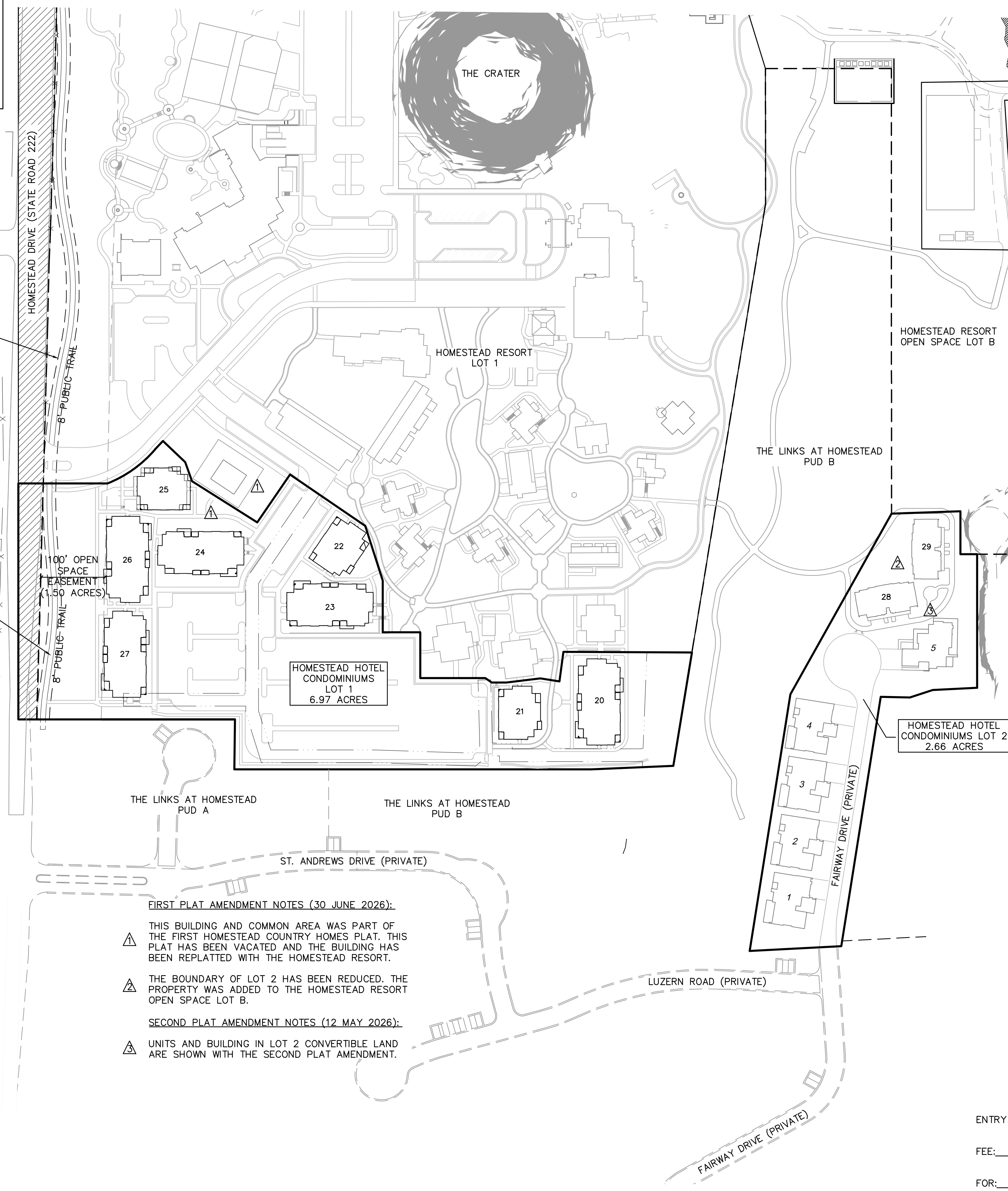
SCALE: 1"=100'

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 209.84 FEET; THENCE SOUTH 87°03'39" WEST 69.83 FEET; THENCE SOUTH 71°48'37" WEST 37.83 FEET; THENCE NORTH 88°47'07" WEST 45.84 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: 2.66 ACRES

20' PUBLIC TRAIL EASEMENT

20' PUBLIC TRAIL EASEMENT

100' OPEN SPACE EASEMENT (1.50 ACRES)

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 (12 MAY 2026):

- UNITS AND BUILDING IN LOT 2 CONVERTIBLE LAND ARE SHOWN WITH THE SECOND PLAT AMENDMENT.

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 CONDOS LLC.
MANAGER

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

ON THE _____ DAY OF _____, A.D. 2026, _____ DID PERSONALLY APPEAR BEFORE ME STATING THAT HE IS THE MANAGER THE HOMESTEAD GROUP CONDOS 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

WASATCH COUNTY RECORDER

ENTRY # _____ DATE: _____ TIME: _____
FEE: _____ BOOK: _____ PAGE: _____
FOR: _____ BY: _____

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 5

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

THE HOMESTEAD HOTEL CONDOMINIUMS OVERALL PLAT - 13 MAY 2026
 SURVEYOR: BRIAN M. BALLS, PLS, ATWELL, LLC, 55 W CENTER ST, HEBER CITY, UT 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

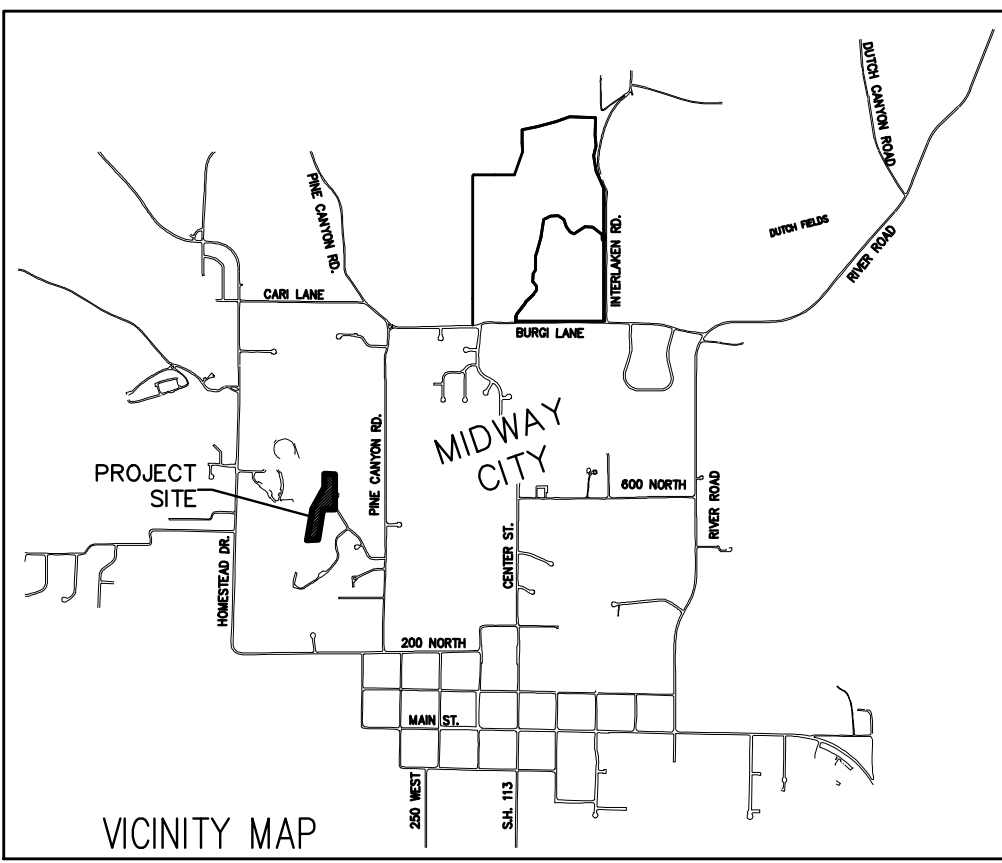
THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 01°59'08" EAST (MEASURED 2623.86') BETWEEN FOUND WASATCH COUNTY SECTION CORNER SURVEY MONUMENTS FOR THE NW & MID CORNERS OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

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 209.84 FEET; THENCE SOUTH 87°03'39" WEST 69.83 FEET; THENCE SOUTH 71°48'37" WEST 37.83 FEET; THENCE NORTH 88°47'07" WEST 45.84 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.

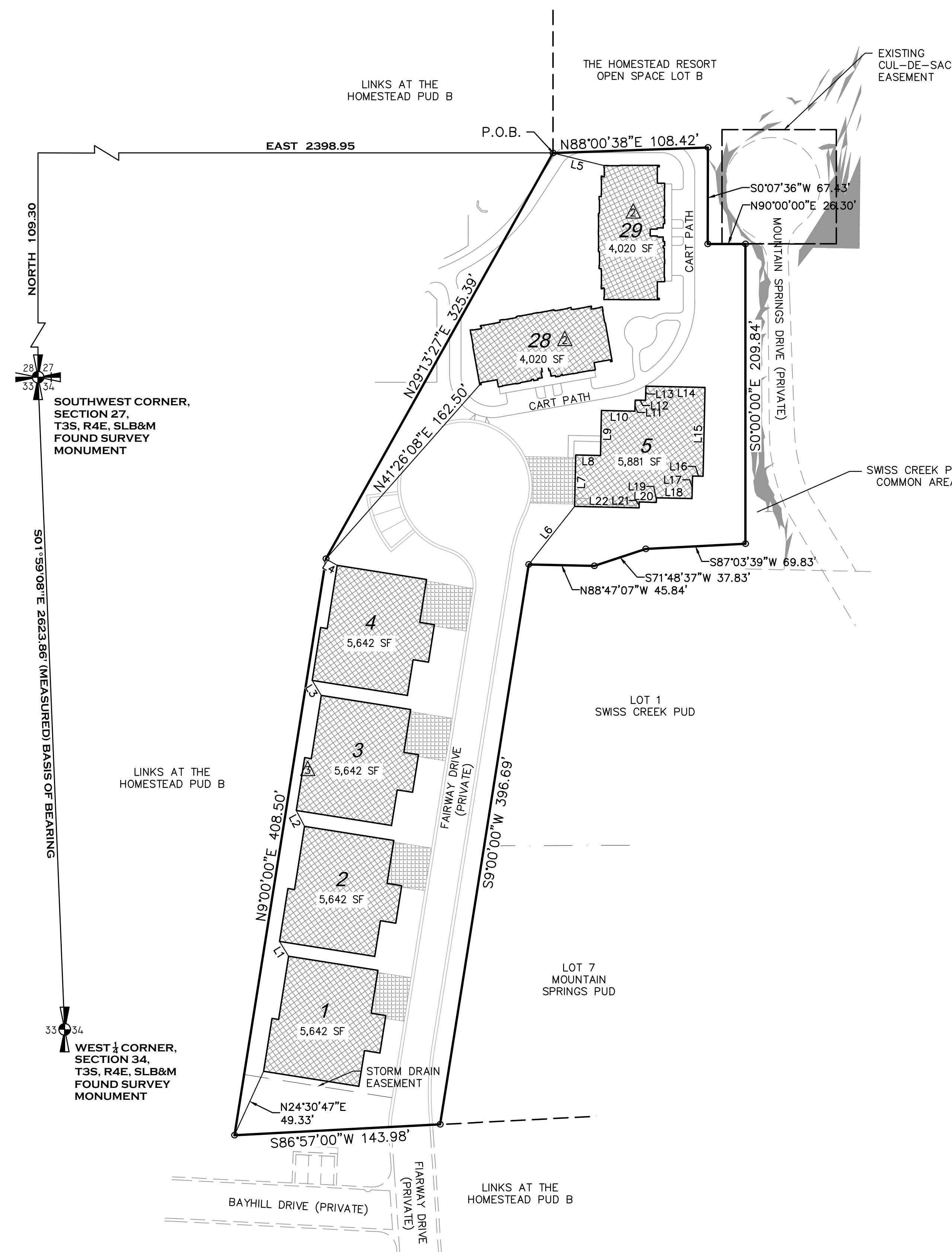
CONTAINING: 2.66 ACRES



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



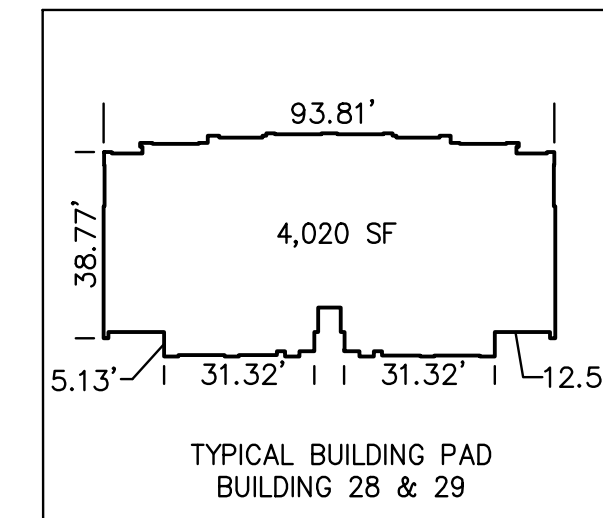
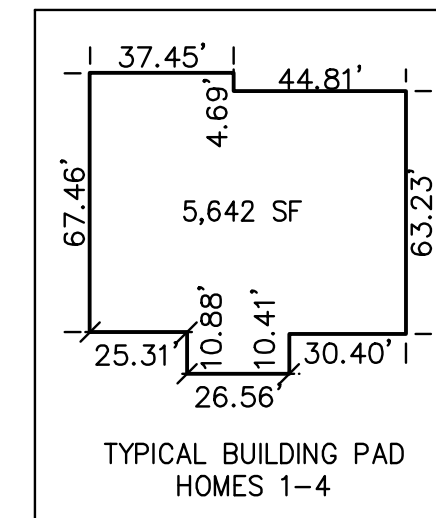
LINE #	LENGTH	DIRECTION
L1	12.22	N31°48'31"W
L2	12.51	N27°23'41"W
L3	12.36	N31°32'58"W
L4	9.07	S60°11'53"E
L5	36.62	S76°11'13"E
L6	51.70	N38°16'51"E

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.

ADDRESS TABLE

LOT	ADDRESS
1	XXX FAIRWAY DRIVE
2	XXX FAIRWAY DRIVE
3	XXX FAIRWAY DRIVE
4	XXX FAIRWAY DRIVE
5	XXX FAIRWAY DRIVE
28	700 NORTH HOMESTEAD DRIVE BLDG #28
29	700 NORTH HOMESTEAD DRIVE BLDG #29



NOTES:

- BUILDINGS 28 & 29 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 28 & 29).

UTILITY NOTE:

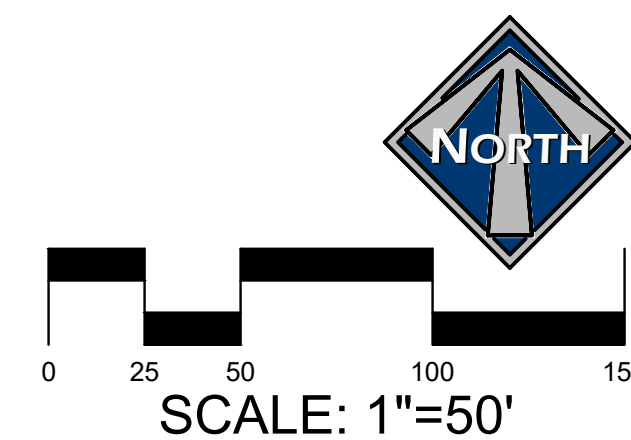
1. ALL STORM DRAIN UTILITIES AND THEIR MAINTENANCE WITHIN THE PLAT SHALL BE THE RESPONSIBILITY OF PROPERTY OWNER.

THE HOMESTEAD HOTEL CONDOMINIUMS LOT 2 - SECOND AMENDMENT - 13 MAY 2026

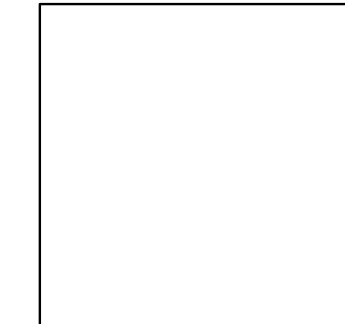
DATE: 25 JULY 2024
SURVEYOR: BRIAN M. BALLS, PLS ATWELL, LLC 55 W CENTER ST. HEBER CITY, UTAH 84032 PHONE (435) 654-9229

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

SCALE: 1" = 50 FEET

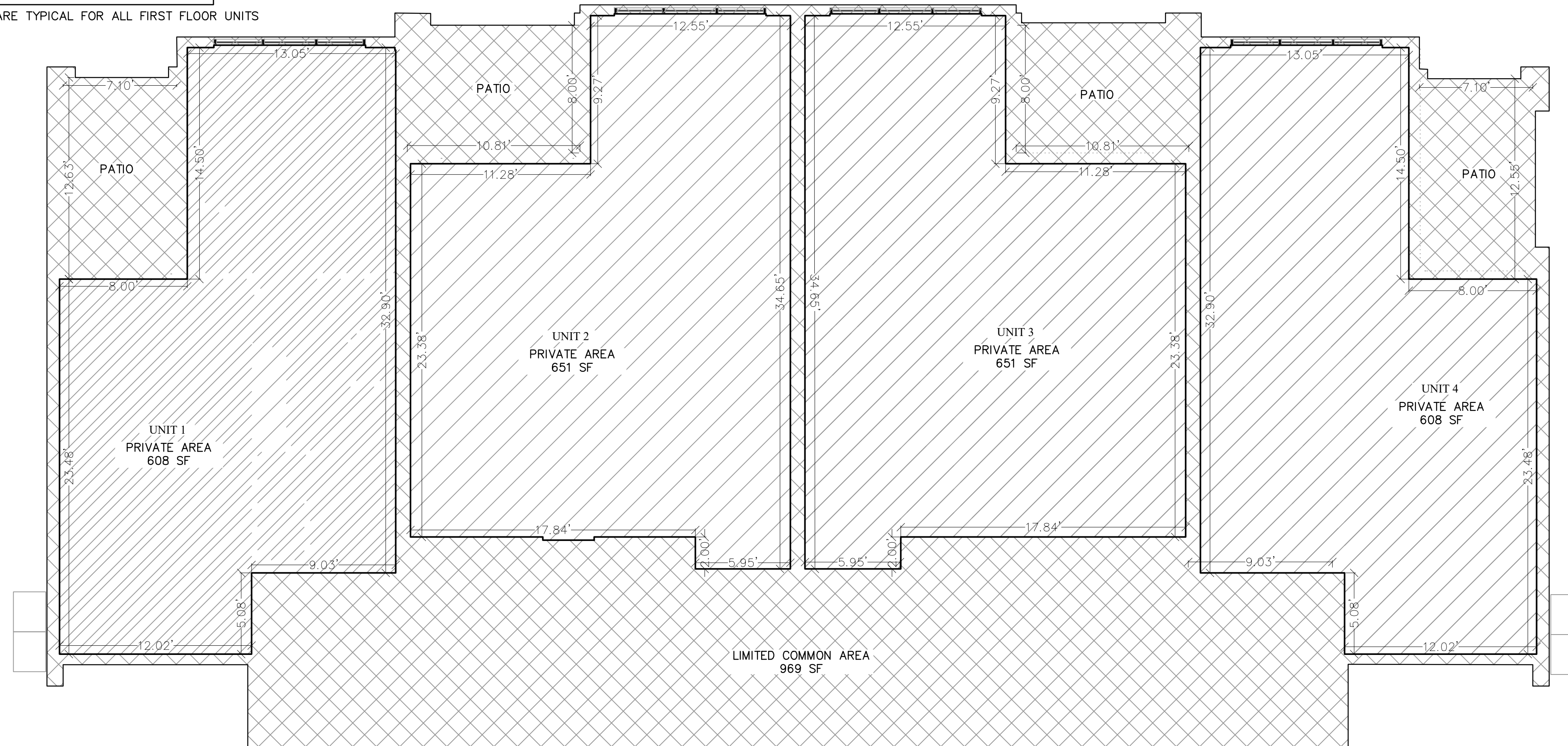
SHEET 2 of 5

THE HOMESTEAD GOLF COTTAGES

LOT 2 BUILDING 28 (8-UNIT BUILDING FOOTPRINT)

FIRST FLOOR PLAN

DIMENSIONS SHOWN ARE TYPICAL FOR ALL FIRST FLOOR UNITS



LEGEND	
	LIMITED COMMON AREA
	PRIVATE AREA

1ST FLOOR	
LIMITED COMMON AREA	1,055 SF
PRIVATE AREA	2,518 SF
2ND FLOOR	
LIMITED COMMON AREA	1,055 SF
PRIVATE AREA	2,518 SF

ADDRESS BLOCK

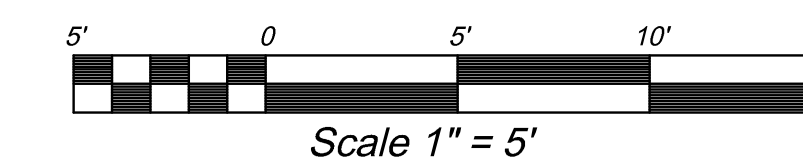
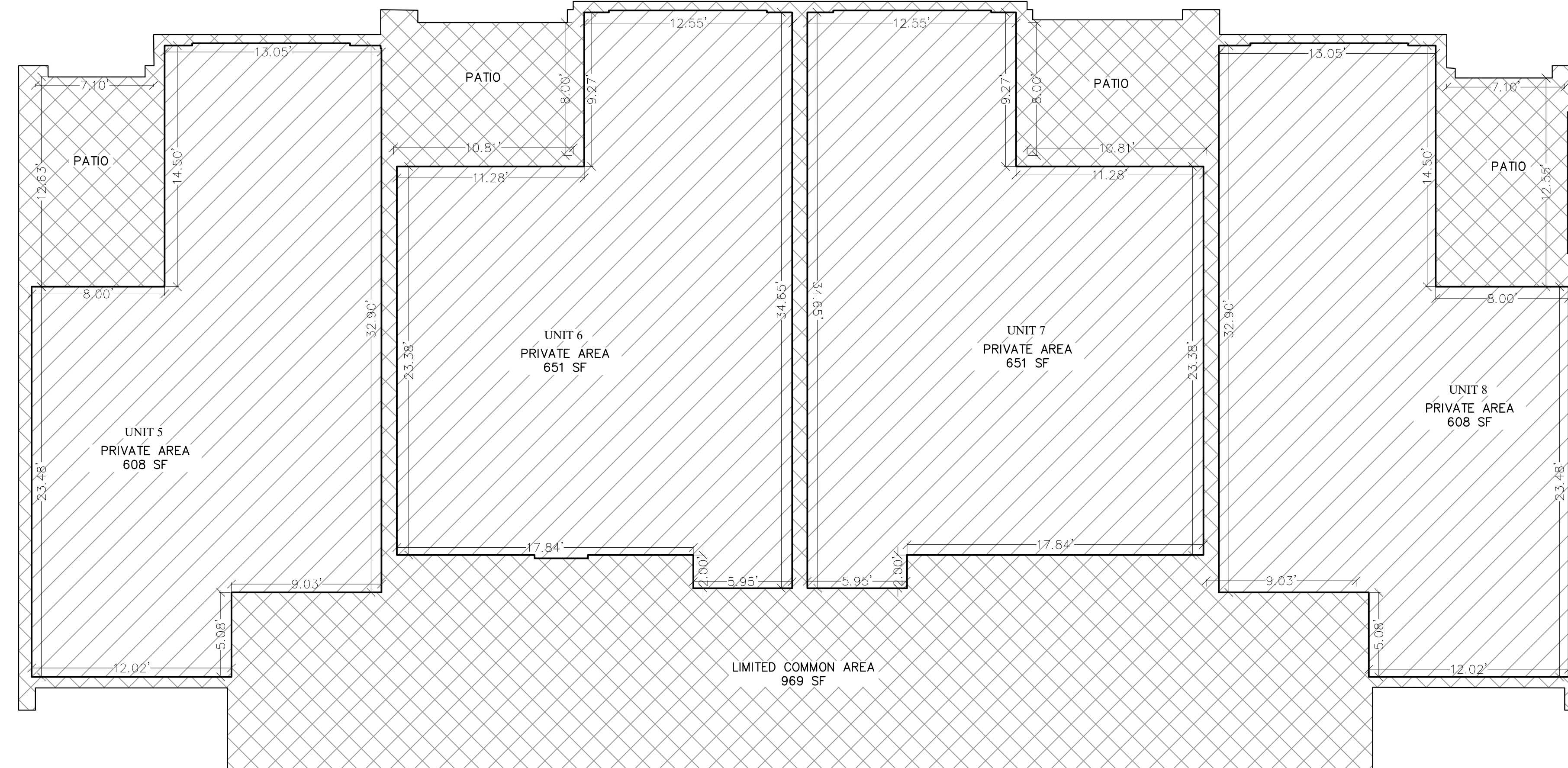
UNIT	ADDRESS
FIRST FLOOR	
1	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 1
2	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 2
3	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 3
4	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 4
SECOND FLOOR	
5	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 5
6	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 6
7	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 7
8	700 NORTH HOMESTEAD DRIVE BLDG #28, UNIT 8

NOTES:

- PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY BH ARCHITECTURE, 1452 SOUTH 6300 WEST, CEDAR CITY UTAH, 84720 (435) 701-4000.
- ALL BUILDING EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF THE EXTERIOR WALL SHEATHING.
- ALL UNIT INTERIOR DIMENSIONS ARE TO THE INSIDE FACE OF THE WALLBOARD.
- FOR COMPLETE DESCRIPTION OF OWNERSHIP CONDITIONS, COVENANTS, AND RESTRICTIONS, REFER TO BOOK _____ PAGES _____ RECORDED IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UT.
- ALL PRIVATE AREAS ARE "PAINT-TO-PAINT," MEANING TO THE INSIDE FACE OF THE WALLBOARD AROUND THE PERIMETER OF EACH UNIT.
- THE EXTERIOR FINISHES OF ALL BUILDINGS ARE COMMON AREA.

SECOND FLOOR PLAN

DIMENSIONS SHOWN ARE TYPICAL FOR ALL SECOND FLOOR UNITS



SURVEYOR'S SEAL

THE HOMESTEAD GOLF COTTAGES BUILDING 28 (8-UNIT BUILDING EXTERIOR FOOTPRINT)

LOCATED IN PORTIONS OF SECTIONS 27 & 34, T3S, R4E, SLB&M
A UTAH CONDOMINIUM PROJECT, _____ MIDWAY _____ CITY, WASATCH COUNTY, STATE OF UTAH
SCALE: 1" = _____ FEET

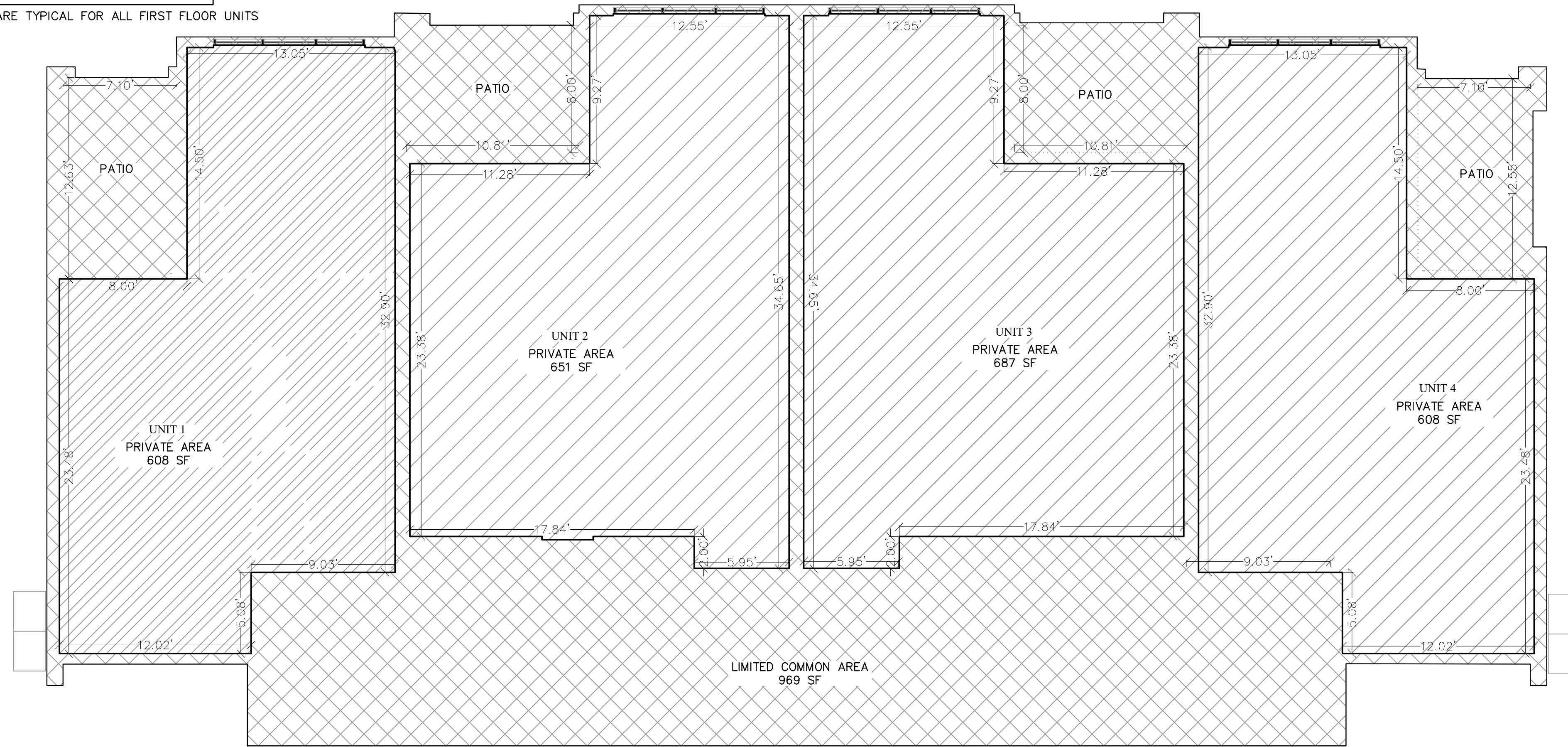
SHEET 3 of 5

THE HOMESTEAD GOLF COTTAGES

LOT 2 BUILDING 29 (8-UNIT BUILDING FOOTPRINT)

FIRST FLOOR PLAN

DIMENSIONS SHOWN ARE TYPICAL FOR ALL FIRST FLOOR UNITS



LEGEND	
	LIMITED COMMON AREA
	PRIVATE AREA

1ST FLOOR	
LIMITED COMMON AREA	1,055 SF
PRIVATE AREA	2,518 SF
2ND FLOOR	
LIMITED COMMON AREA	1,055 SF
PRIVATE AREA	2,518 SF

ADDRESS BLOCK

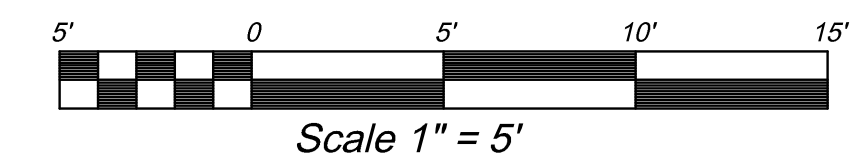
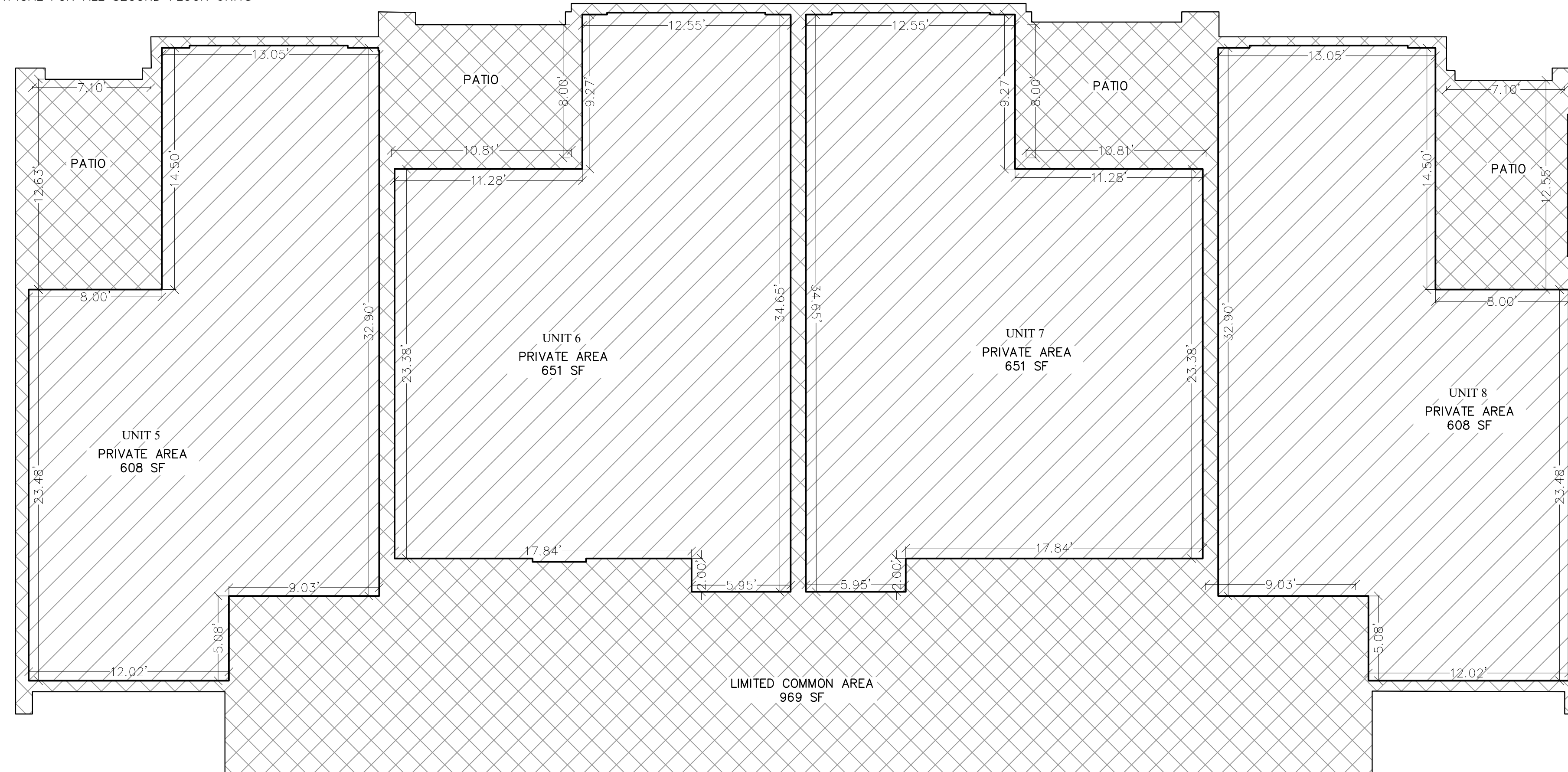
UNIT	ADDRESS
FIRST FLOOR	
1	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 1
2	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 2
3	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 3
4	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 4
SECOND FLOOR	
5	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 5
6	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 6
7	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 7
8	700 NORTH HOMESTEAD DRIVE BLDG #29, UNIT 8

NOTES:

- PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY BH ARCHITECTURE, 1452 SOUTH 6300 WEST, CEDAR CITY UTAH, 84720 (435) 701-4000.
- ALL BUILDING EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF THE EXTERIOR WALL SHEATHING.
- ALL UNIT INTERIOR DIMENSIONS ARE TO THE INSIDE FACE OF THE WALLBOARD.
- FOR COMPLETE DESCRIPTION OF OWNERSHIP CONDITIONS, COVENANTS, AND RESTRICTIONS, REFER TO BOOK _____ PAGES _____ RECORDED IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UT.
- ALL PRIVATE AREAS ARE "PAINT-TO-PAINT," MEANING TO THE INSIDE FACE OF THE WALLBOARD AROUND THE PERIMETER OF EACH UNIT.
- THE EXTERIOR FINISHES OF ALL BUILDINGS ARE COMMON AREA.

SECOND FLOOR PLAN

DIMENSIONS SHOWN ARE TYPICAL FOR ALL SECOND FLOOR UNITS



SURVEYOR'S SEAL

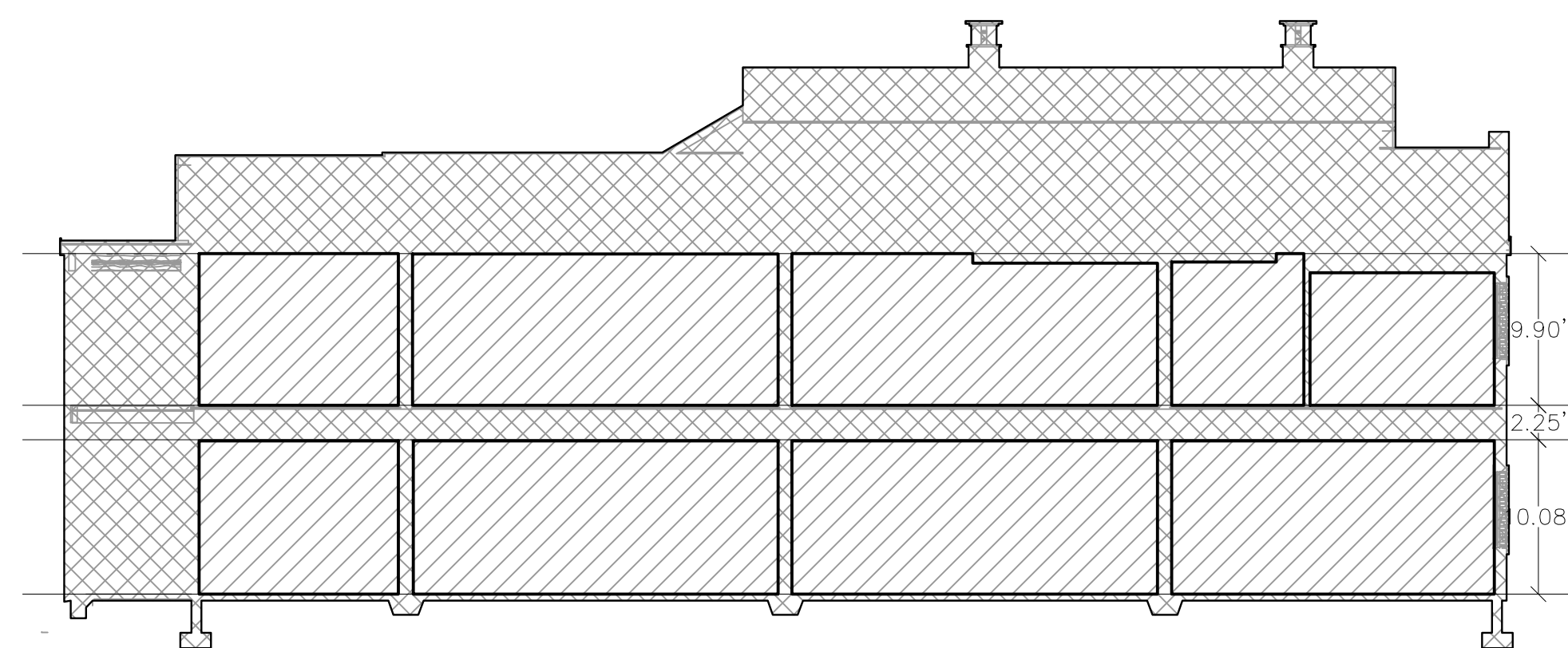
THE HOMESTEAD GOLF COTTAGES BUILDING 29 (8-UNIT BUILDING EXTERIOR FOOTPRINT)

LOCATED IN PORTIONS OF SECTIONS 27 & 34, T3S, R4E, SLB&M
A UTAH CONDOMINIUM PROJECT, _____ MIDWAY _____ CITY, WASATCH COUNTY, STATE OF UTAH
SCALE: 1" = _____ FEET

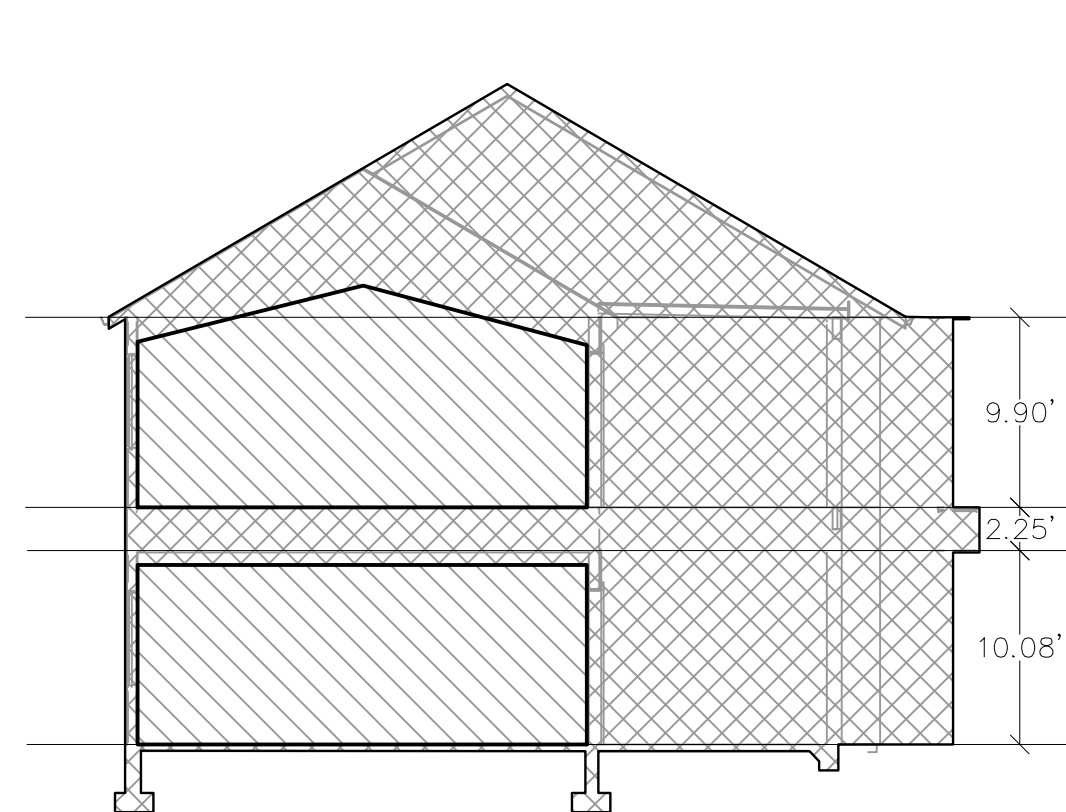
SHEET 4 of 5

THE HOMESTEAD GOLF COTTAGES

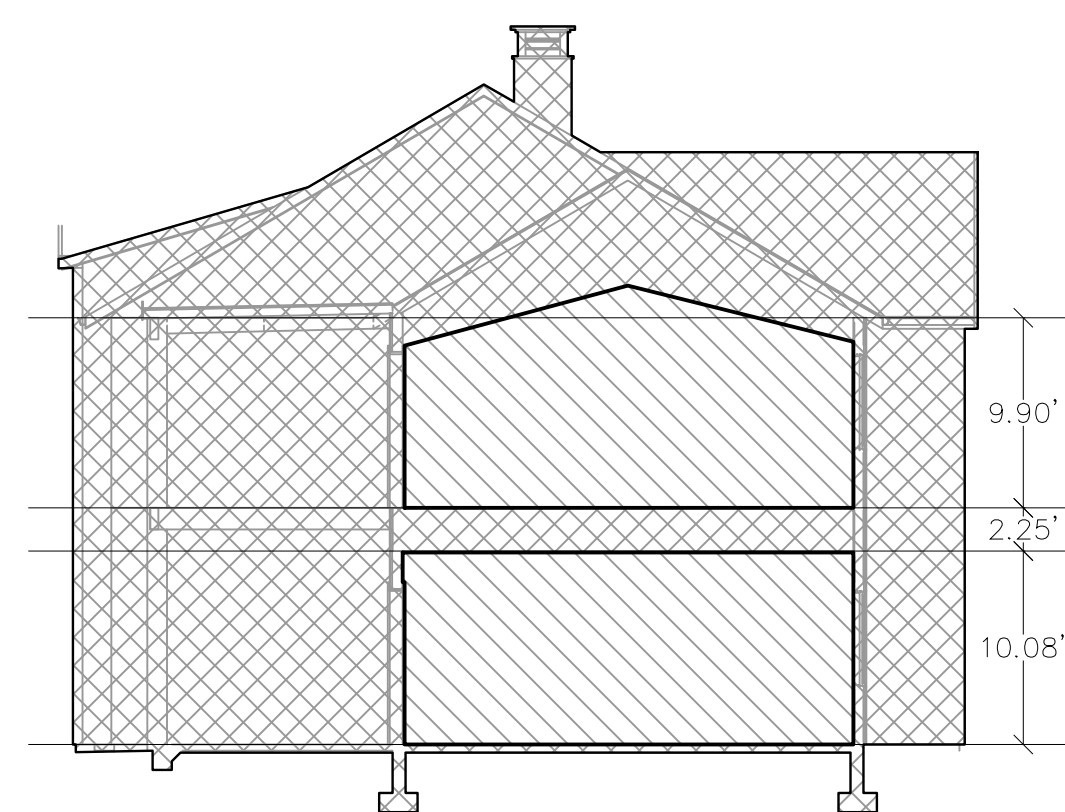
LOT 2
BUILDINGS 28 & 29
(8-UNIT BUILDING SECTIONS)



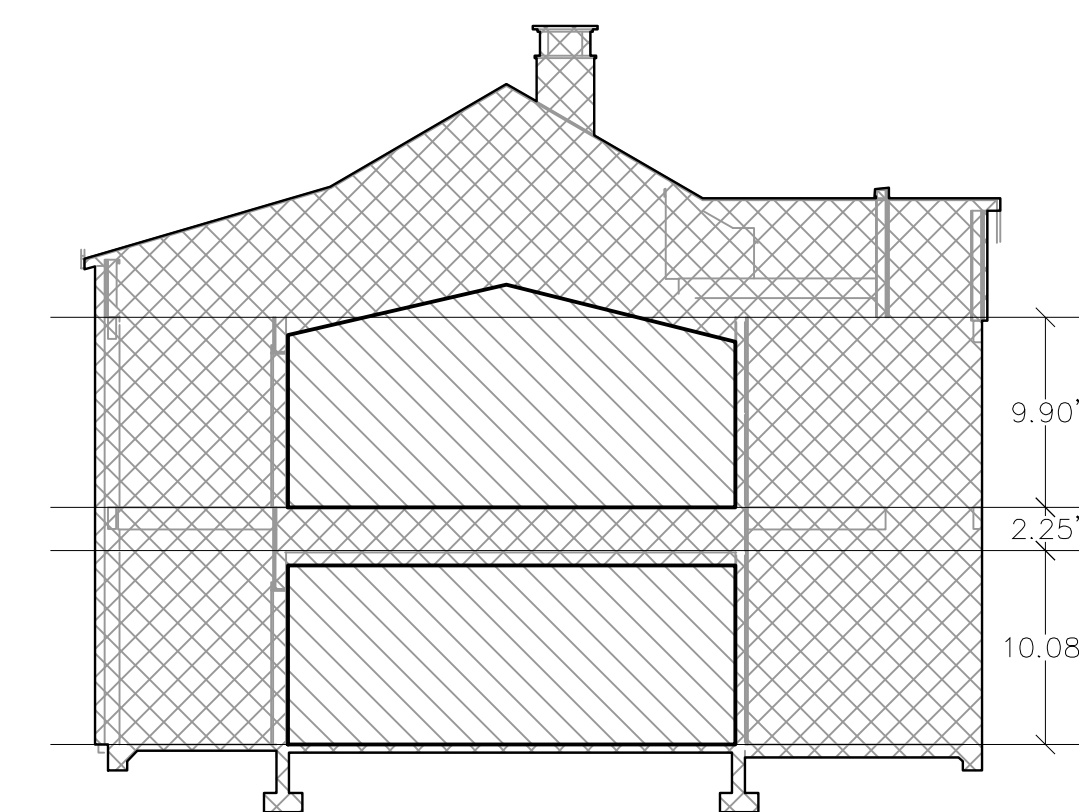
TYPICAL SECTION A-A



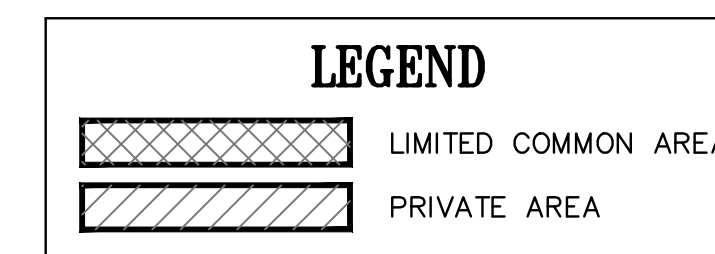
TYPICAL SECTION B-B



TYPICAL SECTION C-C

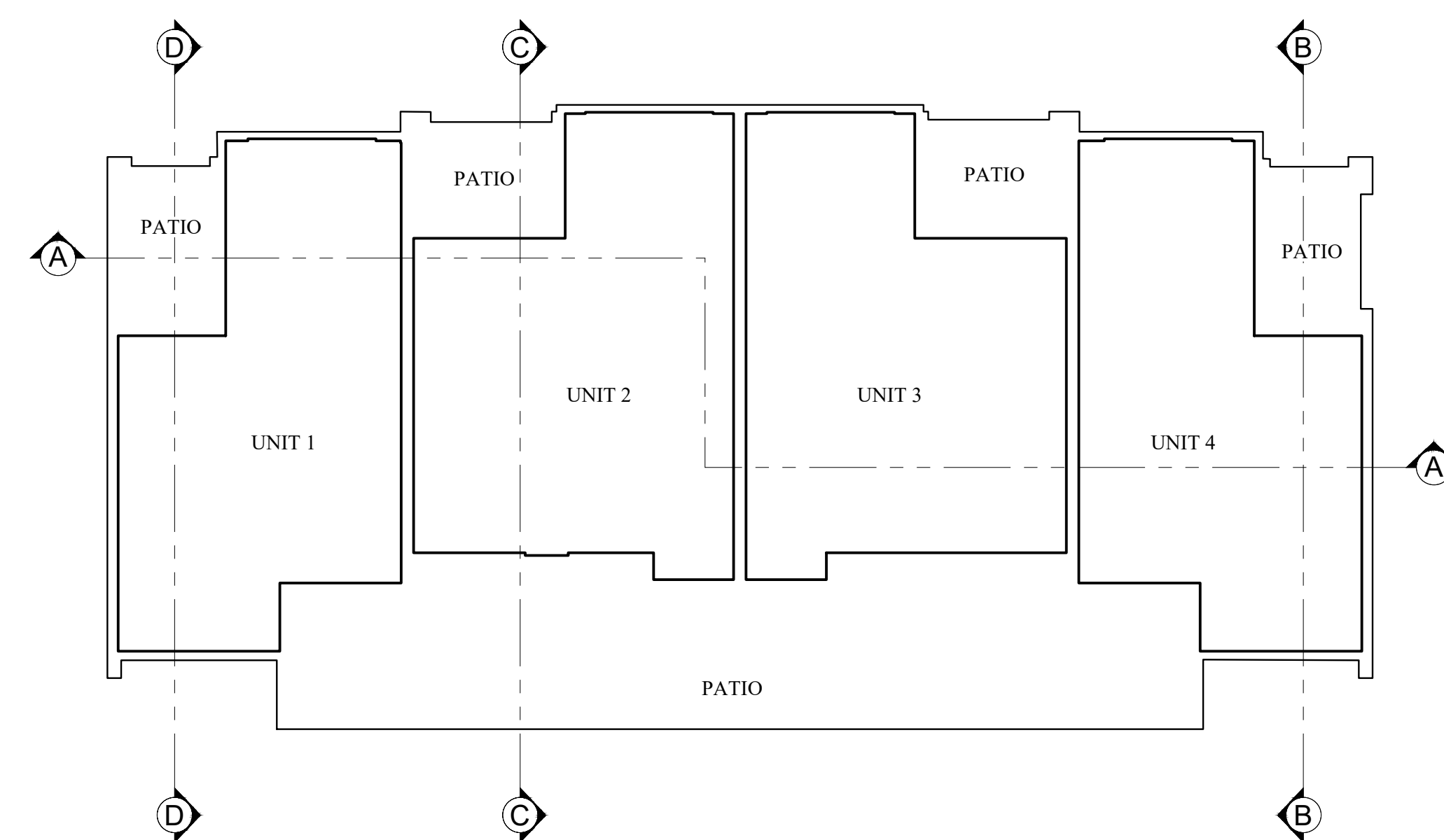


TYPICAL SECTION D-D

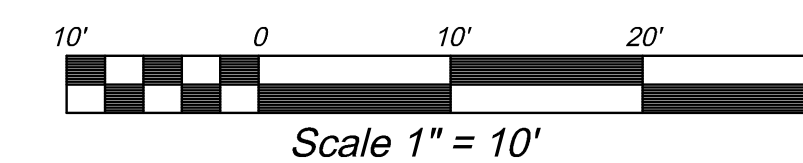


NOTES:

1. PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY BH ARCHITECTURE, 1452 SOUTH 6300 WEST, CEDAR CITY UTAH, 84720 (435) 701-4000.
2. ALL BUILDING EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF THE EXTERIOR WALL SHEATHING.
3. ALL UNIT INTERIOR DIMENSIONS ARE TO THE INSIDE FACE OF THE WALLBOARD.
4. FOR COMPLETE DESCRIPTION OF OWNERSHIP CONDITIONS, COVENANTS, AND RESTRICTIONS, REFER TO BOOK _____, PAGES _____ RECORDED IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UT.
5. ALL PRIVATE AREAS ARE "PAINT-TO-PAINT," MEANING TO THE INSIDE FACE OF THE WALLBOARD AROUND THE PERIMETER OF EACH UNIT.
6. THE EXTERIOR FINISHES OF ALL BUILDINGS ARE COMMON AREA.



SECTION KEY



SURVEYOR'S SEAL

THE HOMESTEAD GOLF COTTAGES

BUILDINGS 28 & 29

(8-UNIT BUILDING SECTIONS)

LOCATED IN PORTIONS OF SECTIONS 27 & 34, T3S, R4E, SLB&M
A UTAH CONDOMINIUM PROJECT, _____ MIDWAY _____ CITY, WASATCH COUNTY, STATE OF UTAH
SCALE: 1" = _____ FEET

path: \\V:\projects\2024\Bentley\Project\Master Plan for Shoggen\2026_Golf Cottages & Homes (Condo Lot 2 Plat Amendment)\02_Plat.dwg | plot date: May 15, 2026 | plotted by: lbj

THE HOMESTEAD GOLF COTTAGES - 13 MAY 2026

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.

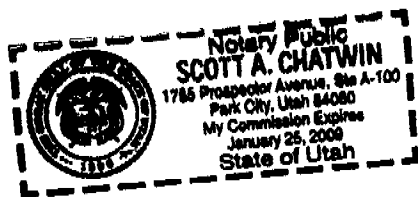
Notary Public

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

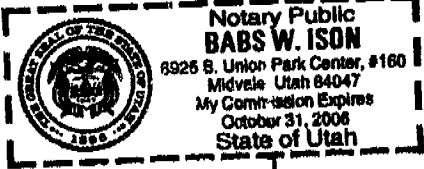
GRANTEE: THE HOMESTEAD, INC.
a Utah corporation

Brett Mathwick

DATE: 29 day of December, 2005.

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

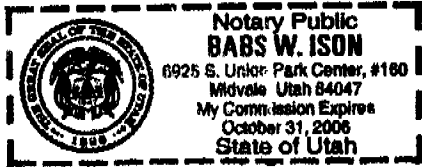
The foregoing instrument was acknowledged before me this 10th day of January, 2005, by Jeffrey P. Peterson the Manager of Fox Point, LLC, a Utah limited liability company.



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.

