



CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: May 5, 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: 9

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 RZ/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 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 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:

- 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.

Water Rights – The amount of water rights required for the proposed plan has not yet been determined. The Water Board will review this item during their May 4, 2026, meeting. 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 Water Board will review this item during their May 4, 2026, meeting. Water rights for the proposed plat will be dedicated to the City before recording the plat.

PLANNING COMMISSION RECOMMENDATION:

Motion by Commissioner Nokes: “I propose that we recommend the preliminary approval for the 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 and Resort zone, along with all of the conditions that were recommended tonight.”

Second: Commissioner Knight

Ayes: Commissioners: Nokes, Knight, Probst, Facer, Lineback, Winegar

Nays: None

Motion: Passed

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:

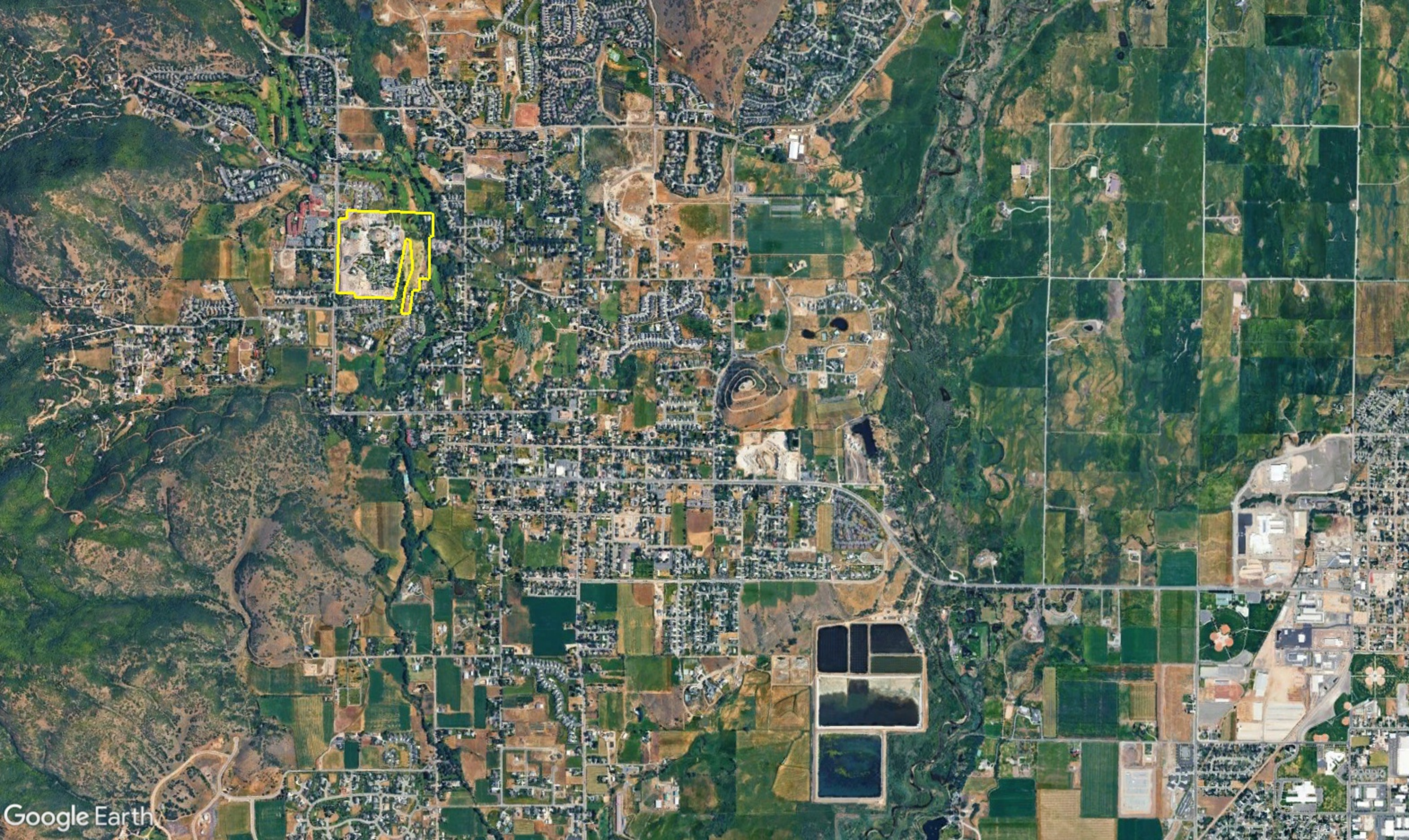
1. Approval (conditional). This action can be taken if the City Council finds the proposal complies with code and master plan requirements.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed

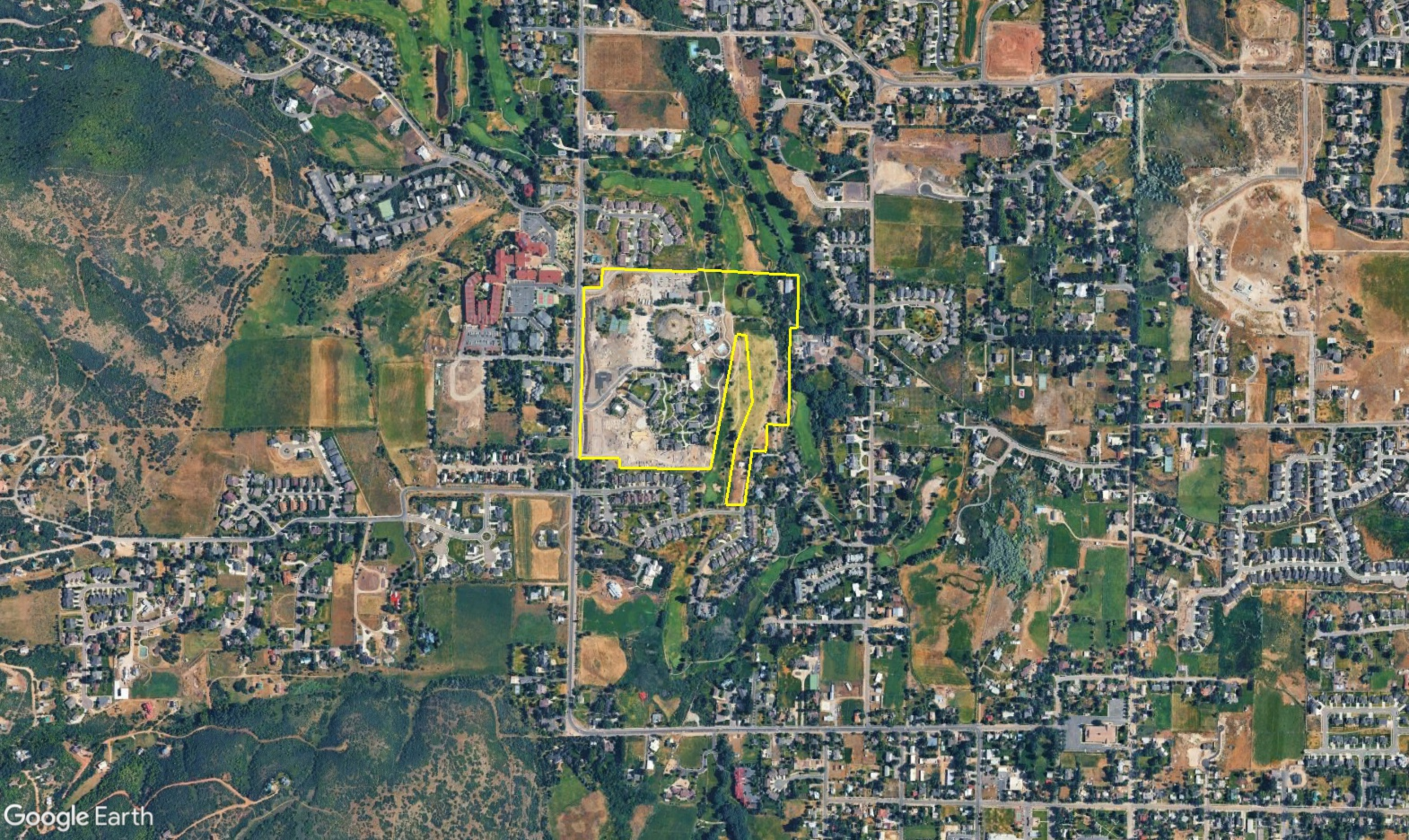
2. Continuance. This action can be taken if the City Council finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again

3. Denial. This action can be taken if the City Council 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.









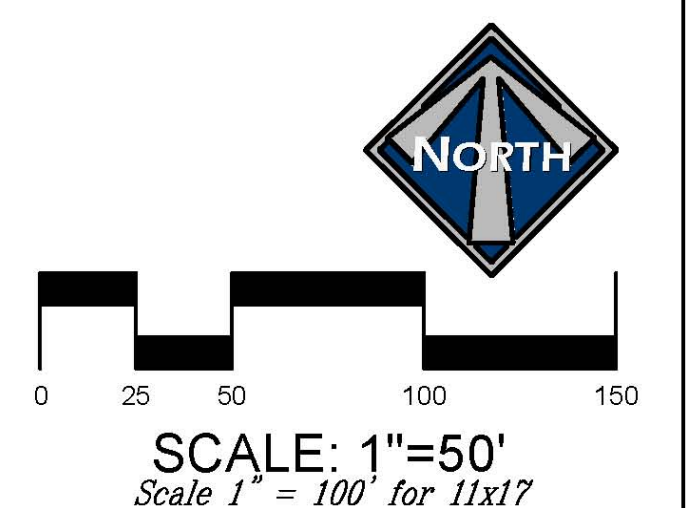




LEGEND

- +25% UNBUILDABLE SLOPES
- EXISTING BUILDINGS
- APPROVED 2021 MASTER PLAN BUILDING THAT HAVE NOT BEEN CONSTRUCTED
- APPROVED 2021 MASTER PLAN BUILDINGS BUT WITH A REVISED BUILDING LAYOUT OR NEW LOCATION
- PROPOSED NEW CONDO BUILDINGS IN 2024 AMENDED PLAN
- GRASS PAVER FIRE LANE
- ASPHALT TRAIL, PARKING OR ROADS
- CONCRETE
- FLAGSTONE PAVER
- PAVERS (SEE LANDSCAPE ARCHITECTS PLANS FOR COLOR AND TYPE)
- CRUSHED STONE
- SCREENING FENCE IMPROVEMENTS
- LANDSCAPED AREA (SEE LANDSCAPE ARCHITECT PLANS FOR DETAILS)
- 100 YEAR FLOODPLAIN

- REVISION NOTES: 5 FEBRUARY 2025**
- LOCATION OF MAINTENANCE BUILDING (30) HAS MOVED AND CONFIGURATION OF THE BUILDING HAS CHANGED.
 - CART BARN HAS BEEN COMBINED WITH THE MAINTENANCE BUILDING (30).
 - MAIN LOBBY BUILDING (13) HAS BEEN REVISED.
- REVISION NOTES: 24 MARCH 2025**
- BUILDING 25 HAS BEEN MOVED TO PROVIDE 10' OF SEPARATION FOR THE EXISTING BUILDING TO EAST INSTEAD OF 5'.
- REVISION NOTES: 28 JULY 2025**
- REDUCED NORTH FAIRWAY DRIVE FROM 26' TO 20' TO ALLOW A LARGER LANDSCAPE BUFFER NEXT TO NEIGHBORS TO PROTECT EXISTING LANDSCAPING.
- REVISION NOTES: 19 DECEMBER 2025**
- ACTIVITY CENTER FINAL DESIGN AND BUILDING 5 PRELIMINARY FOOTPRINT.



THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES
 GOLF COTTAGES AND HOMES
 SITE PLAN

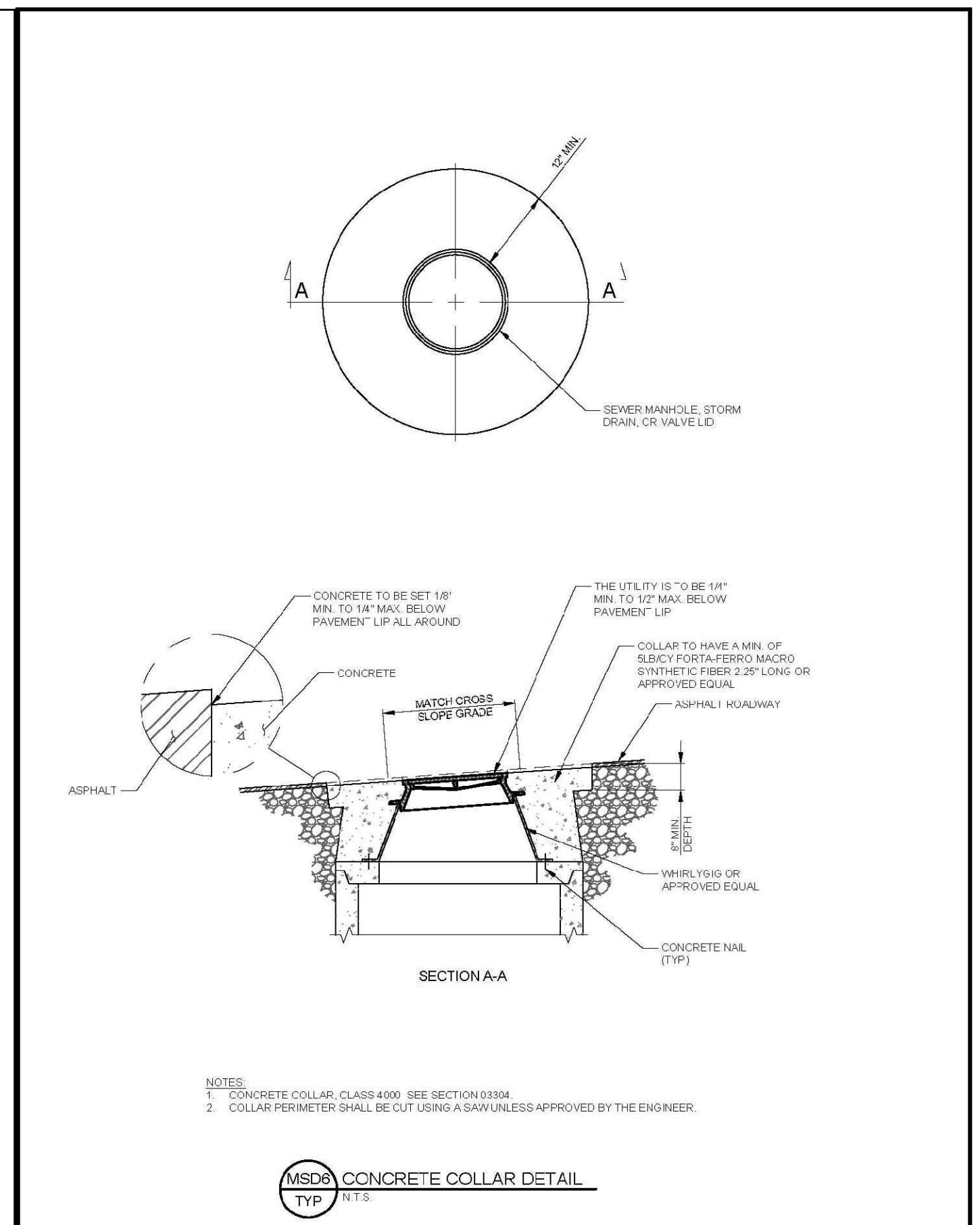
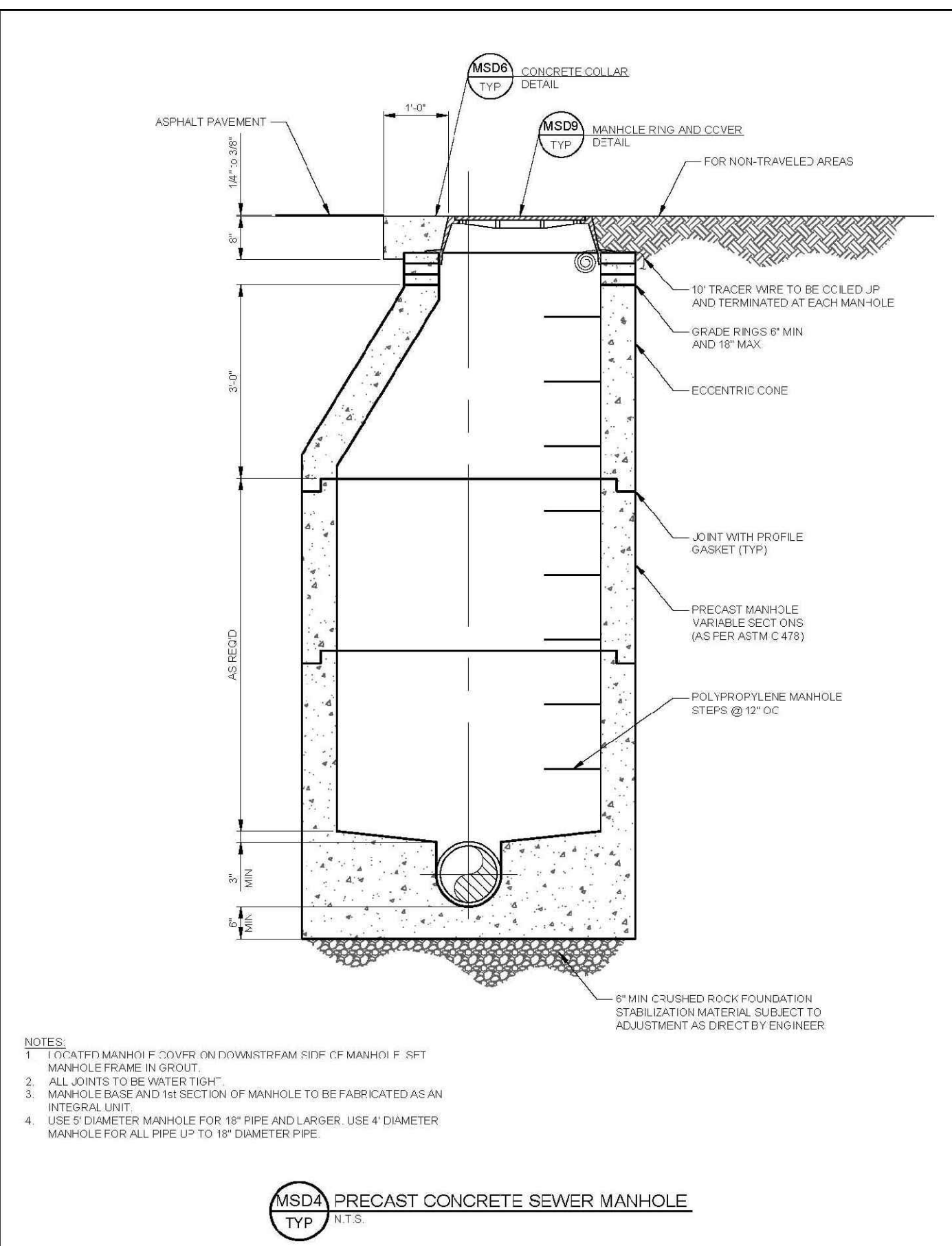
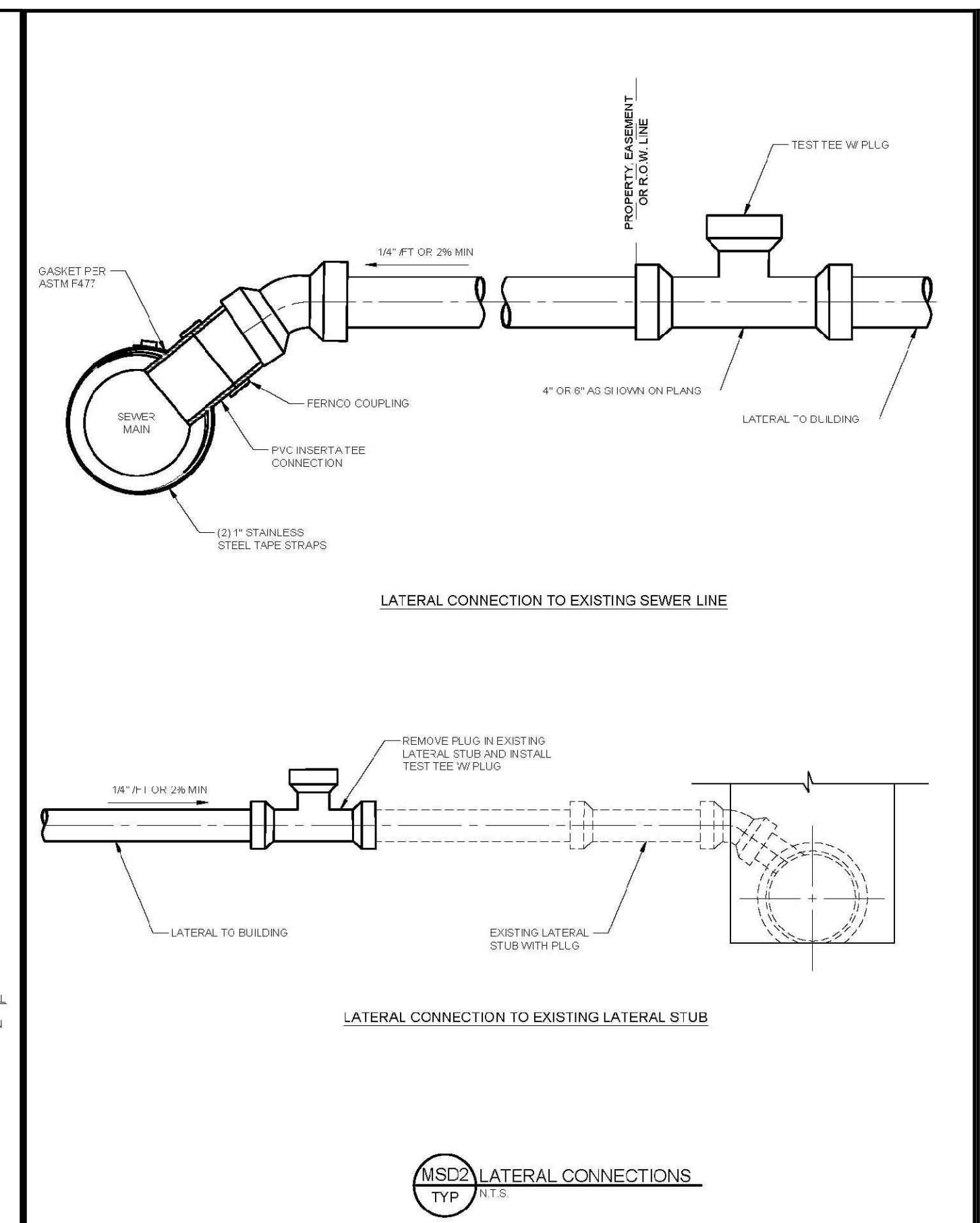
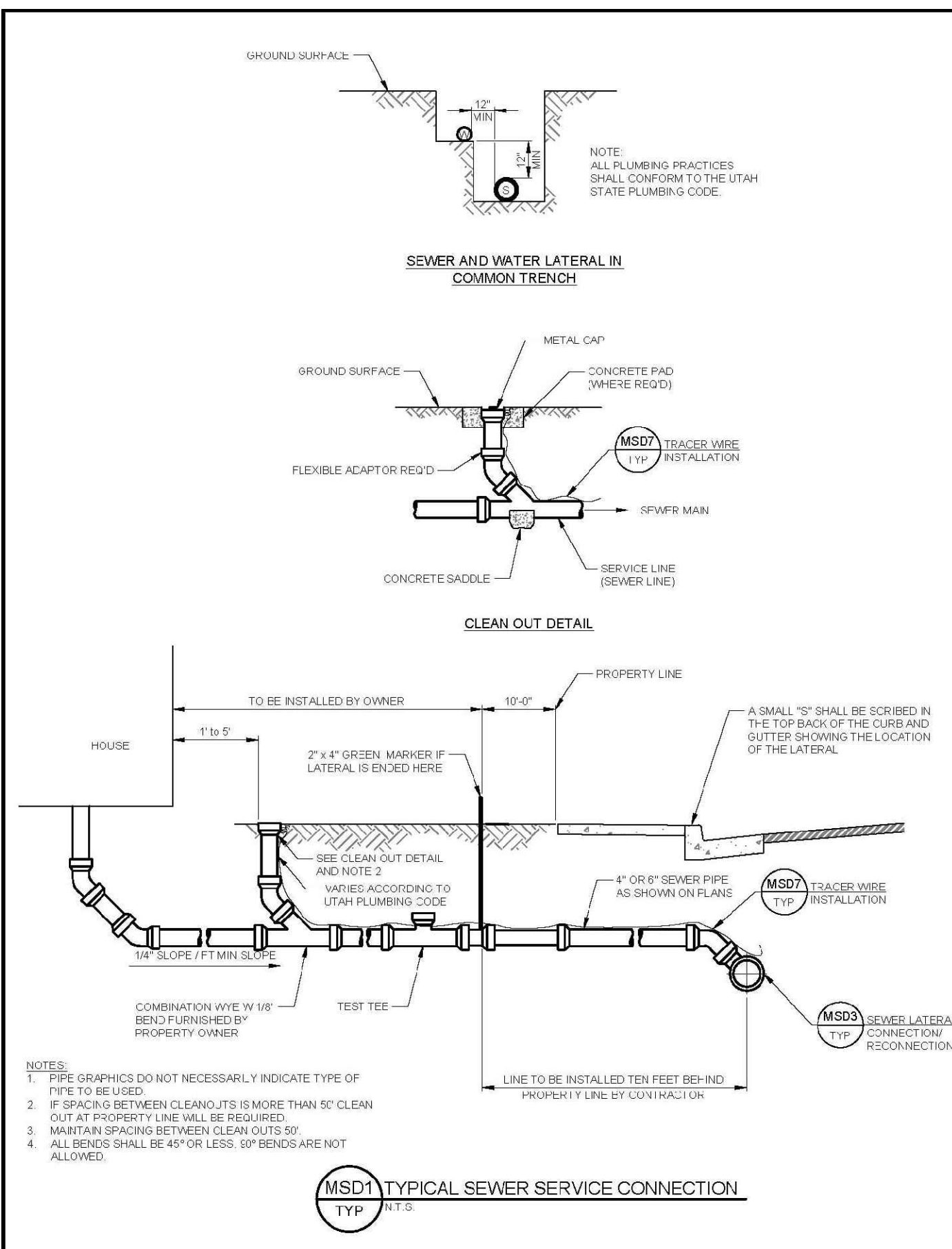


DESIGN BY: PDB DATE: 5 MAR 2026
 DRAWN BY: DEJ REV: C2

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 5 MAR 2026

with: V:\Projects\2024\Design\Golf Cottages and Homes\Golf Cottages and Homes (Condo Lot 2 (not amended))\Bldg 20\2024\2024-03-11\2024-03-11.dwg
 Date: 03/11/2024 11:00:00 AM
 User: pauldberg



HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 1

HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

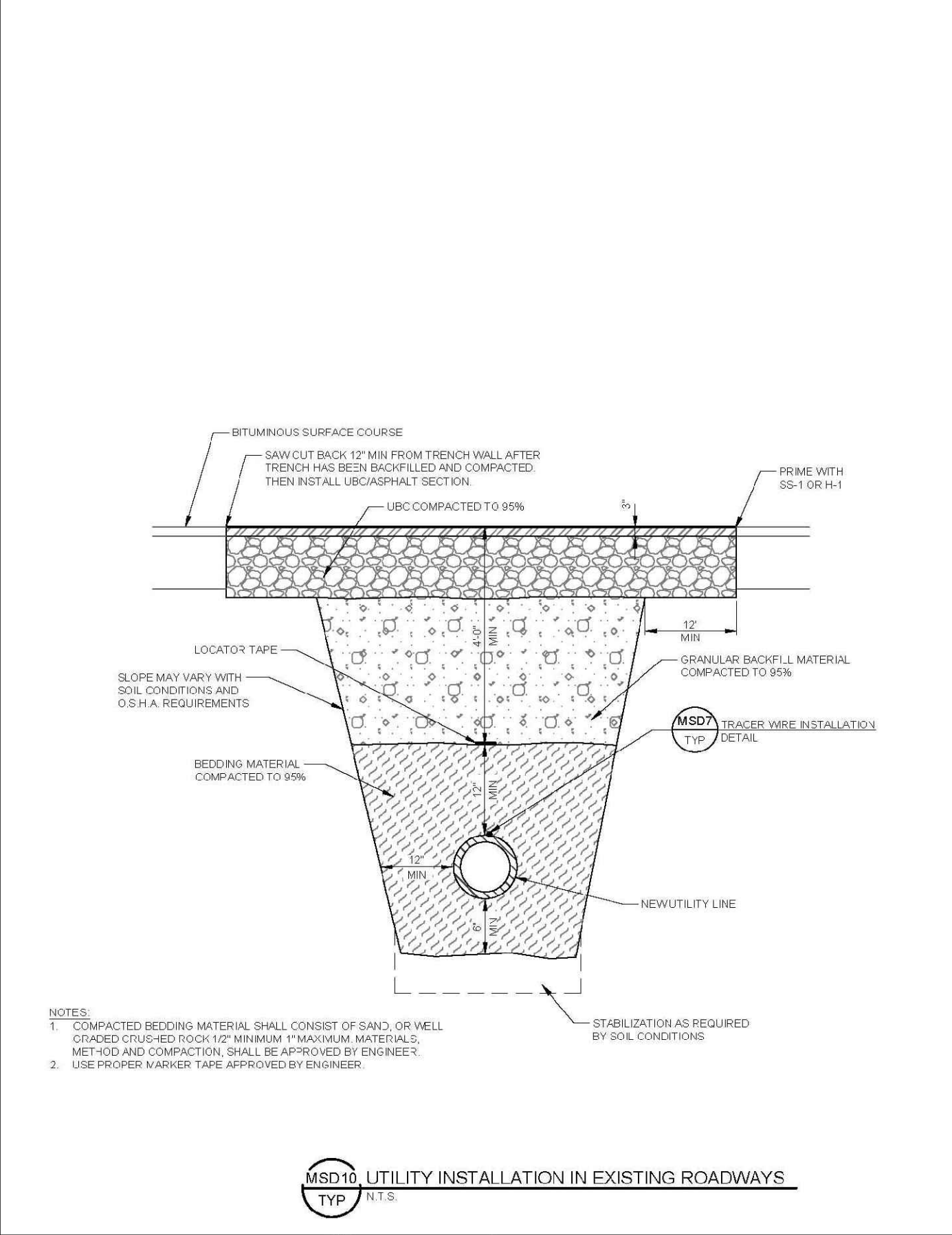
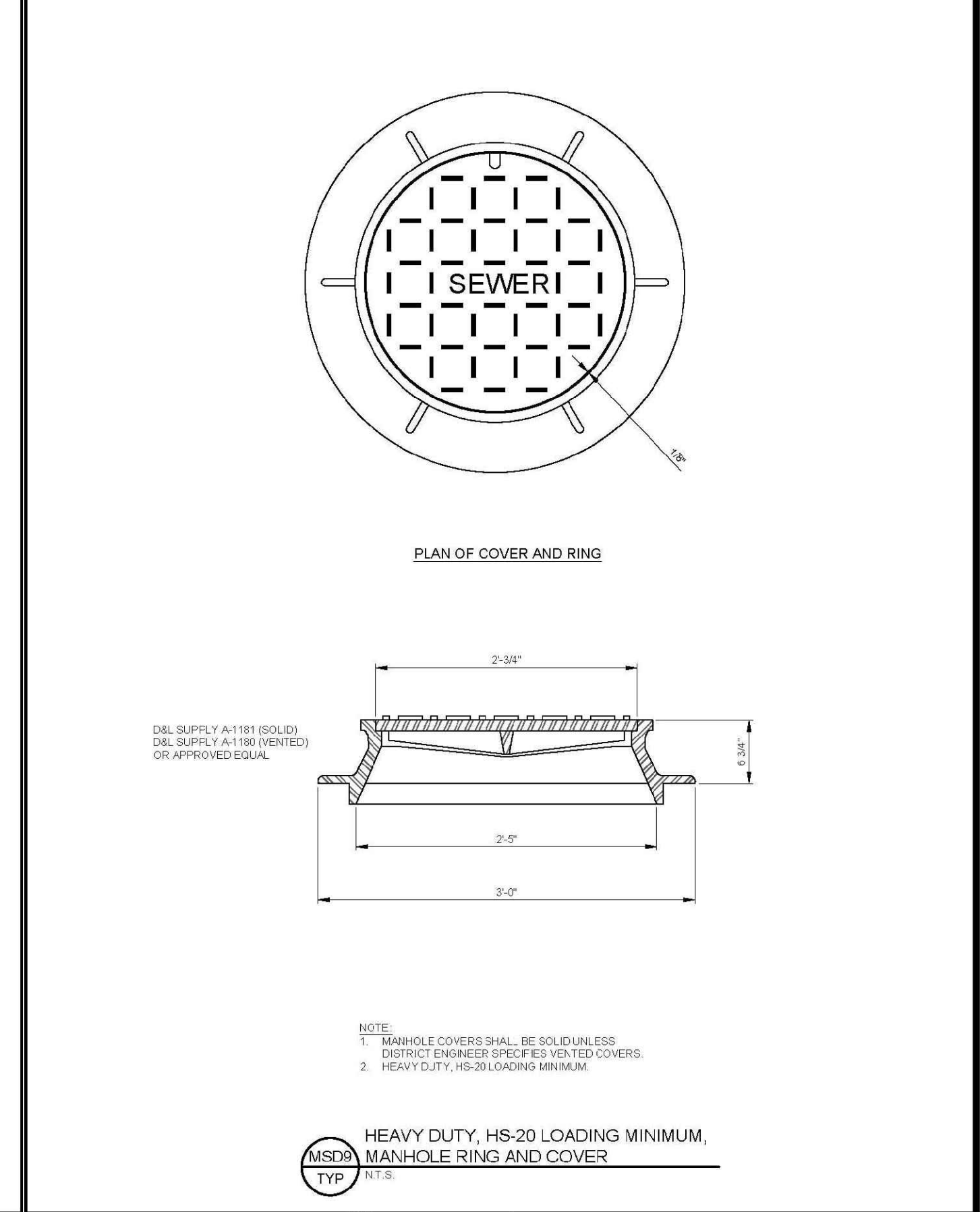
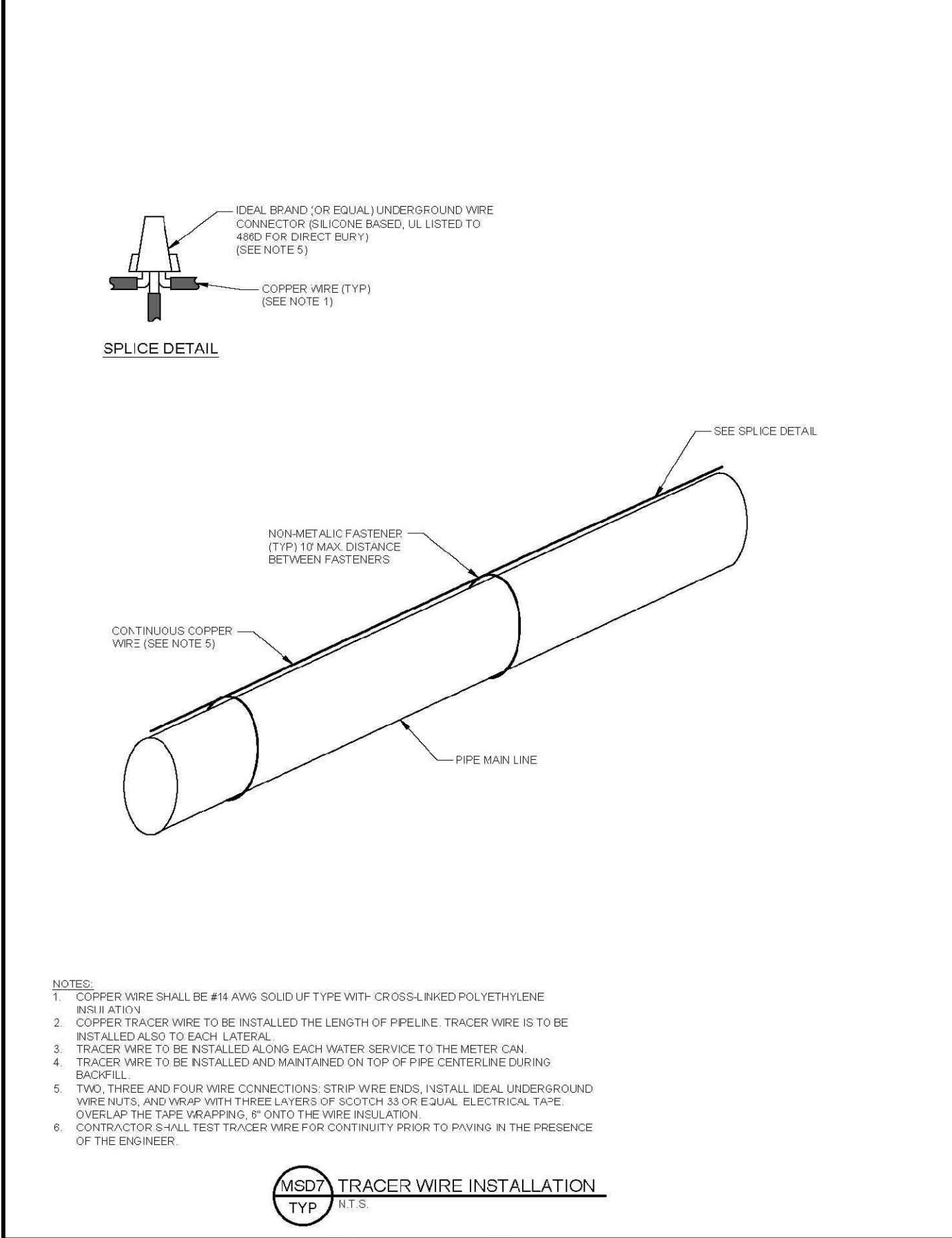
MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 2

HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 4

HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 6



HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 7

HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 9

HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 10

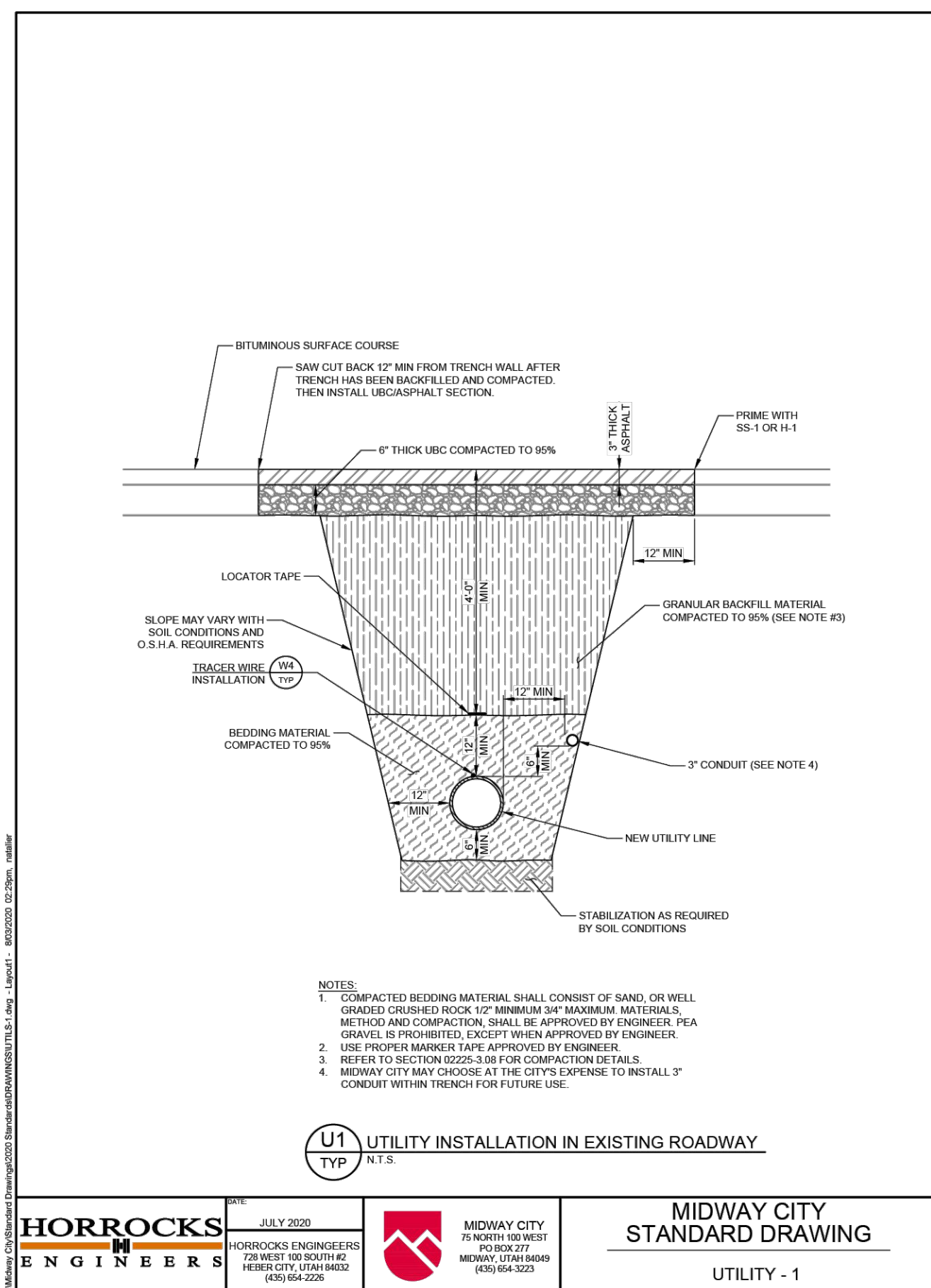
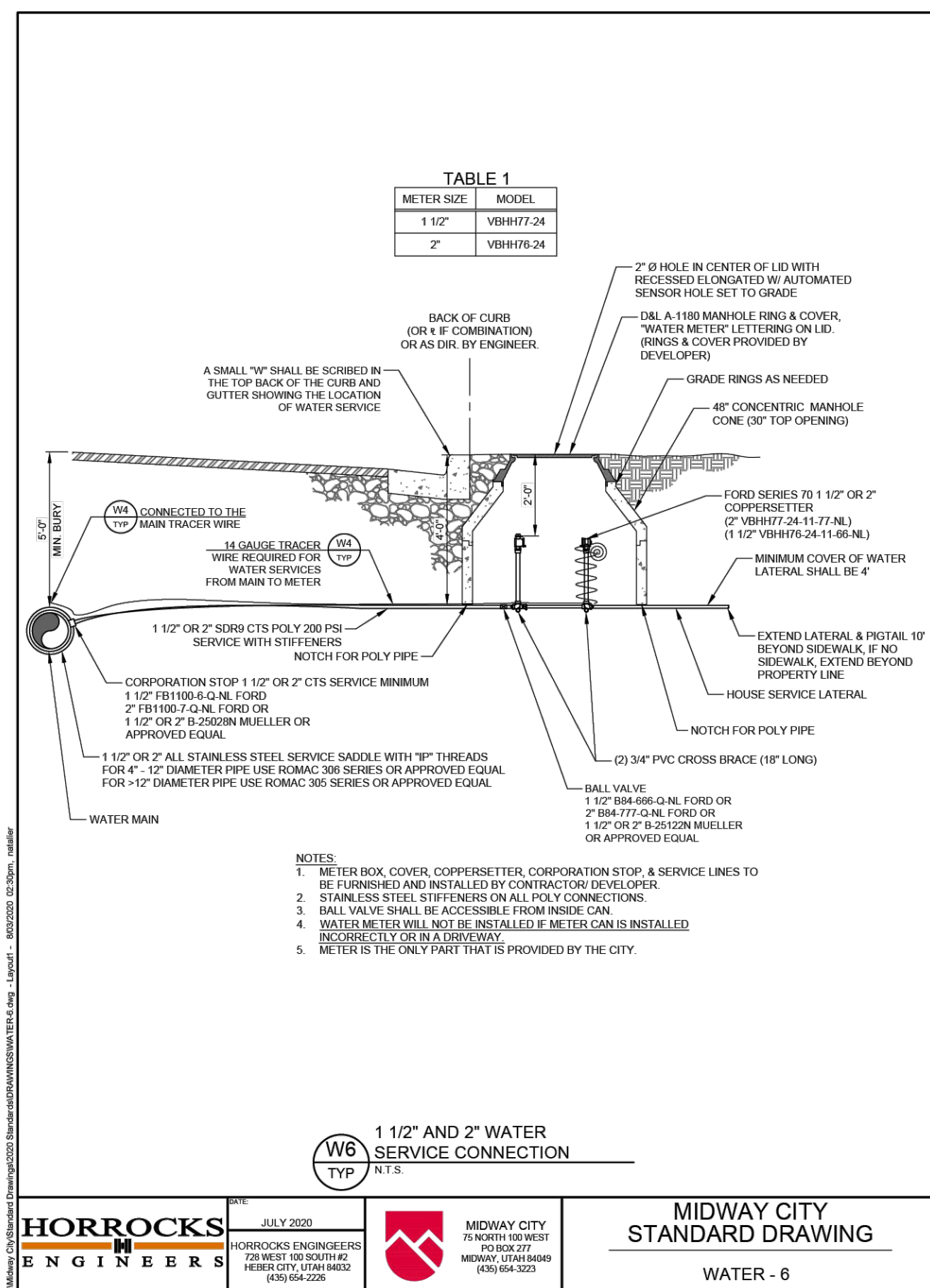
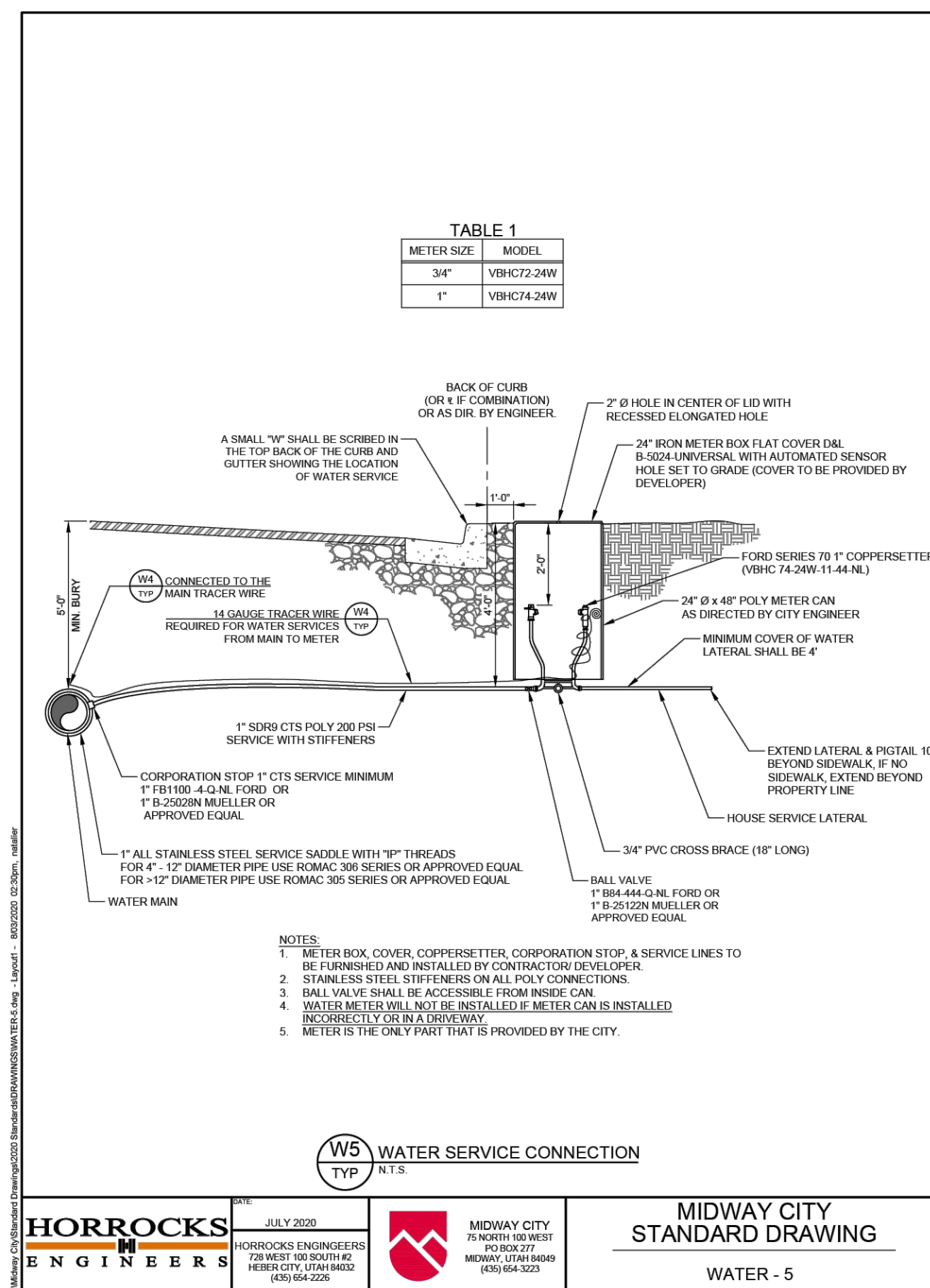
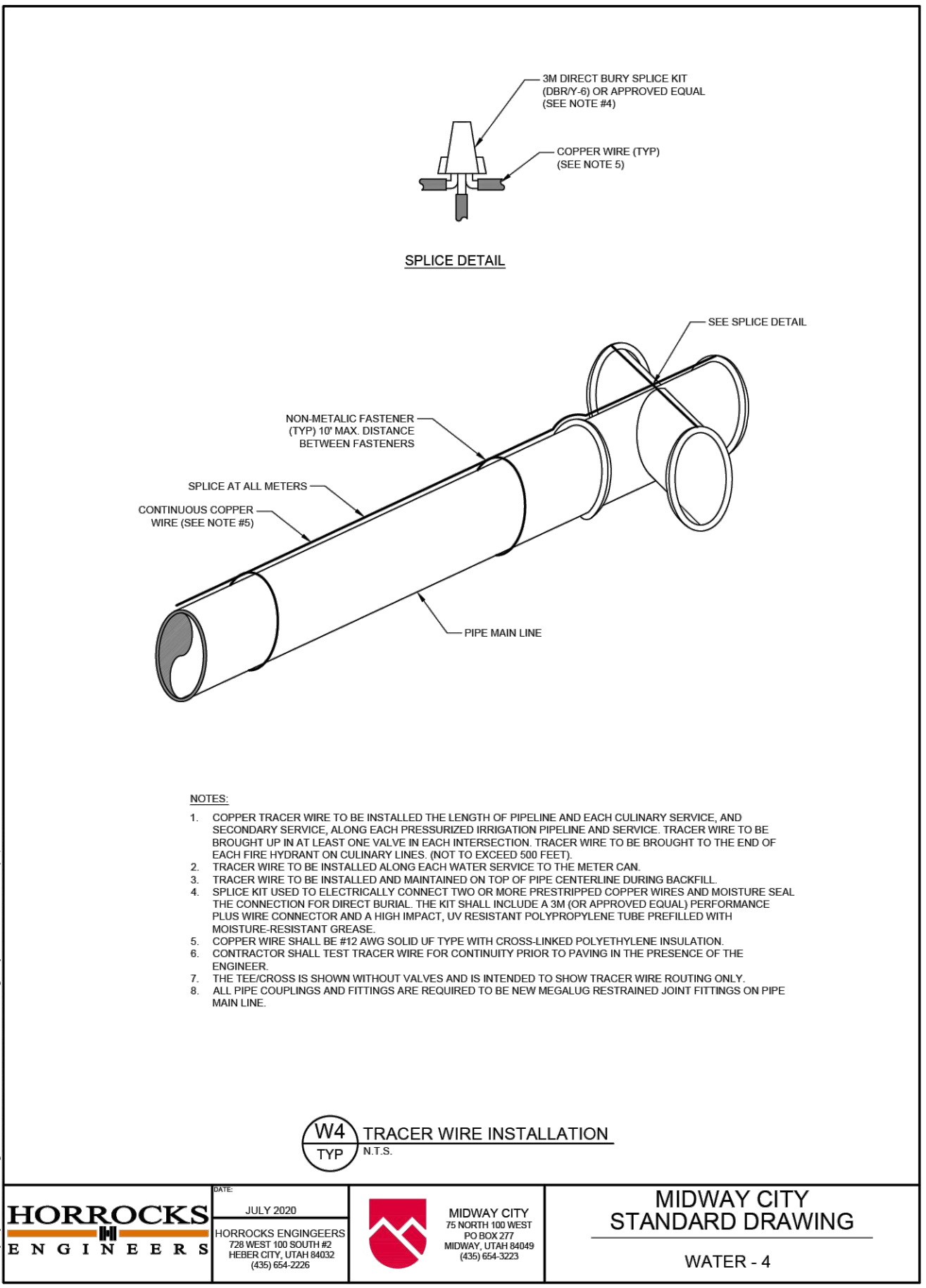
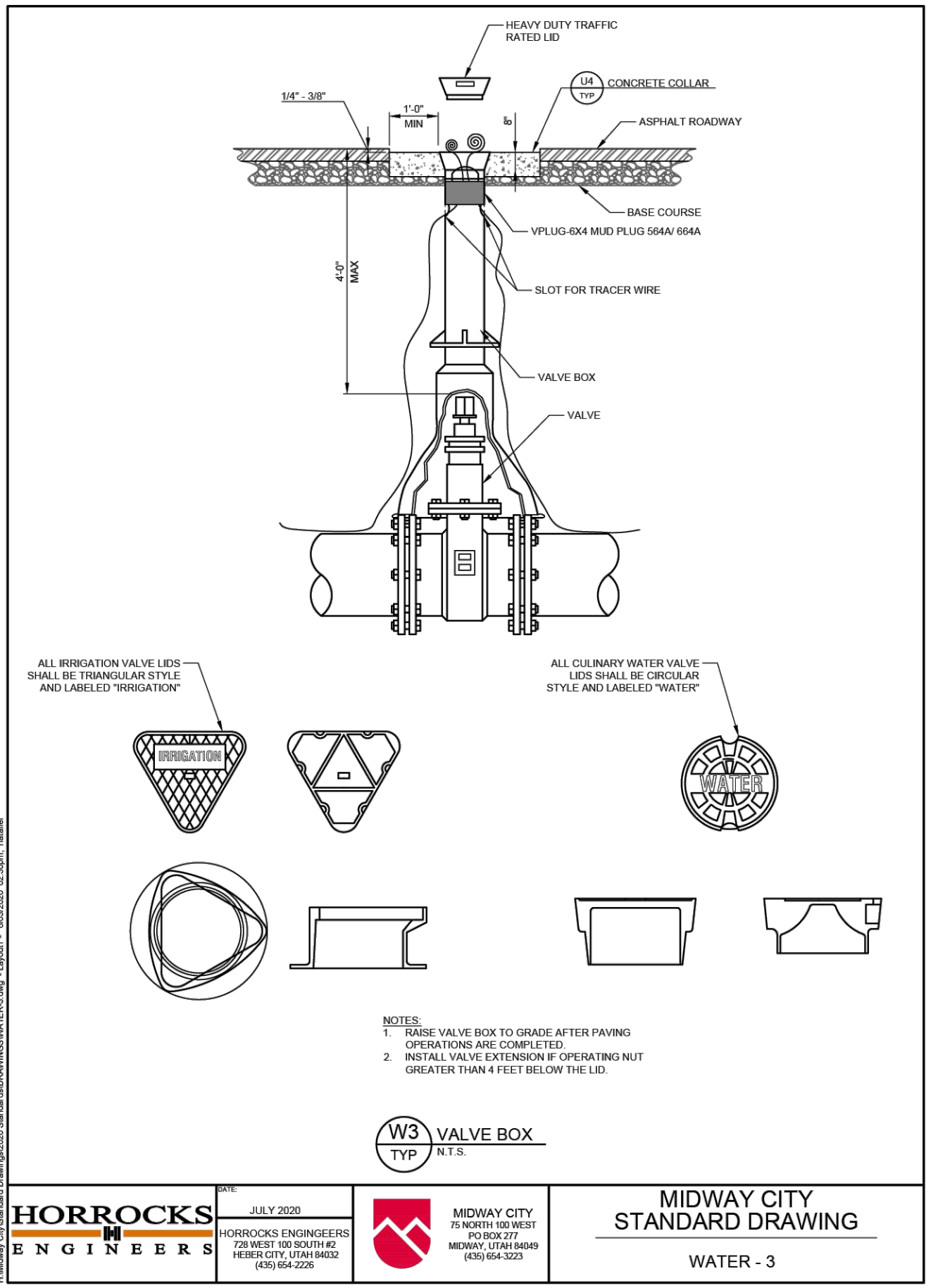
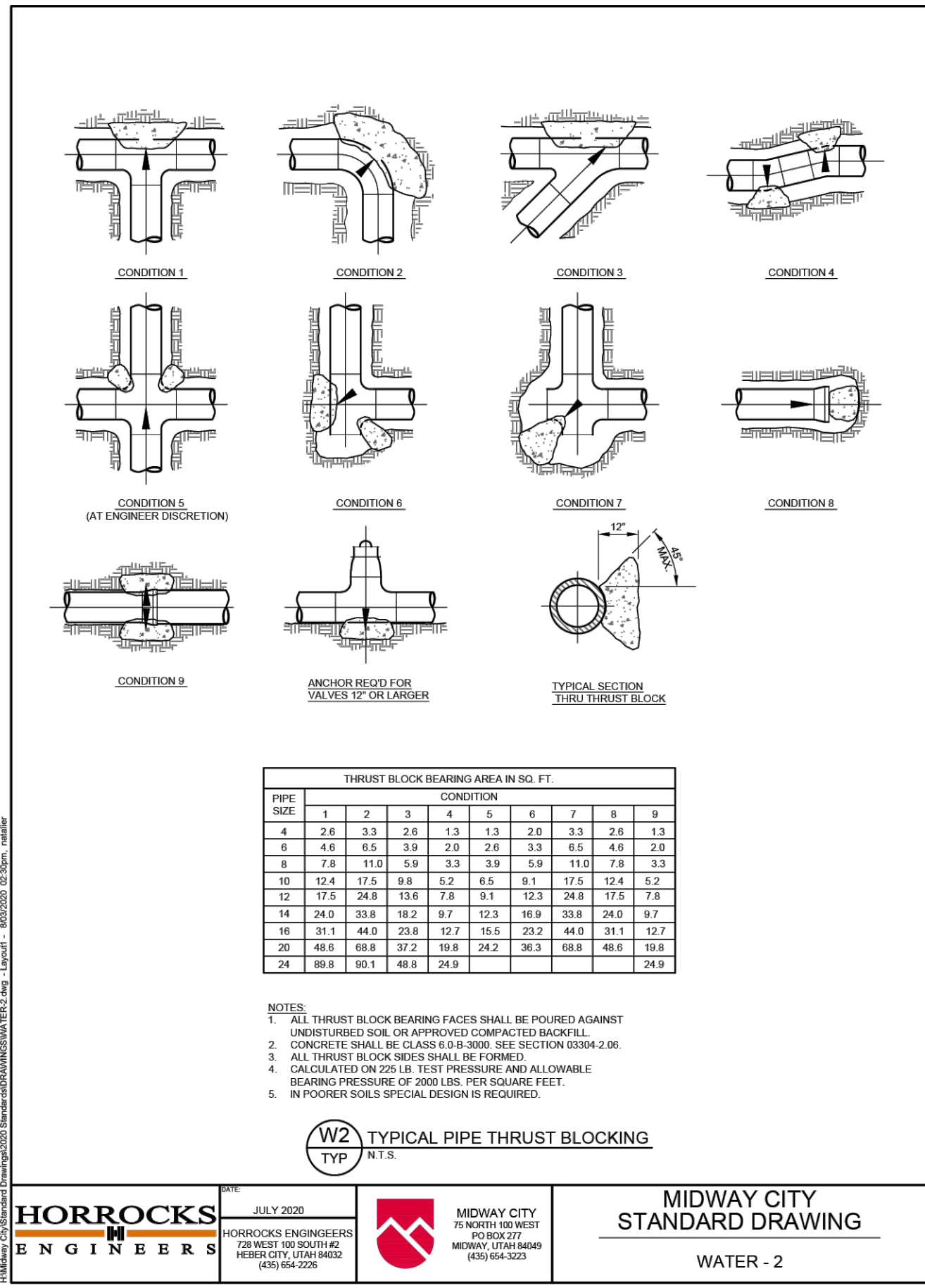
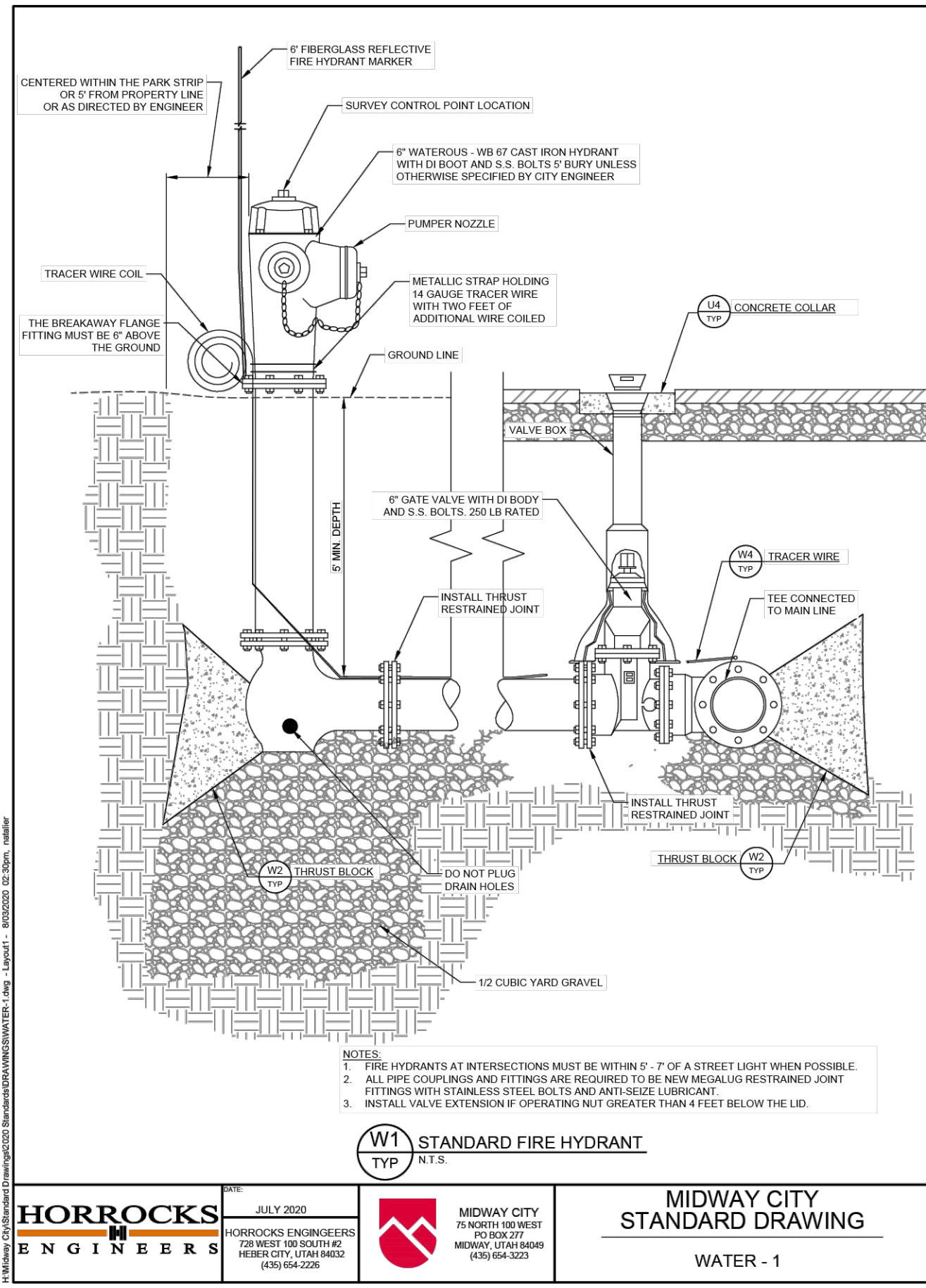
HORROCKS ENGINEERS MARCH 2014
 2162 West Grove Parkway, Suite 400, Pleasant Grove, UT 84062 (801) 765-5100

MIDWAY SANITATION DISTRICT STANDARD DRAWING
 SEWER - 5

THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

SEWER CONSTRUCTION
 DETAILS

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



THE HOMESTEAD GROUP LLC
GOLF COTTAGES AND HOMES

WATER CONSTRUCTION
DETAILS

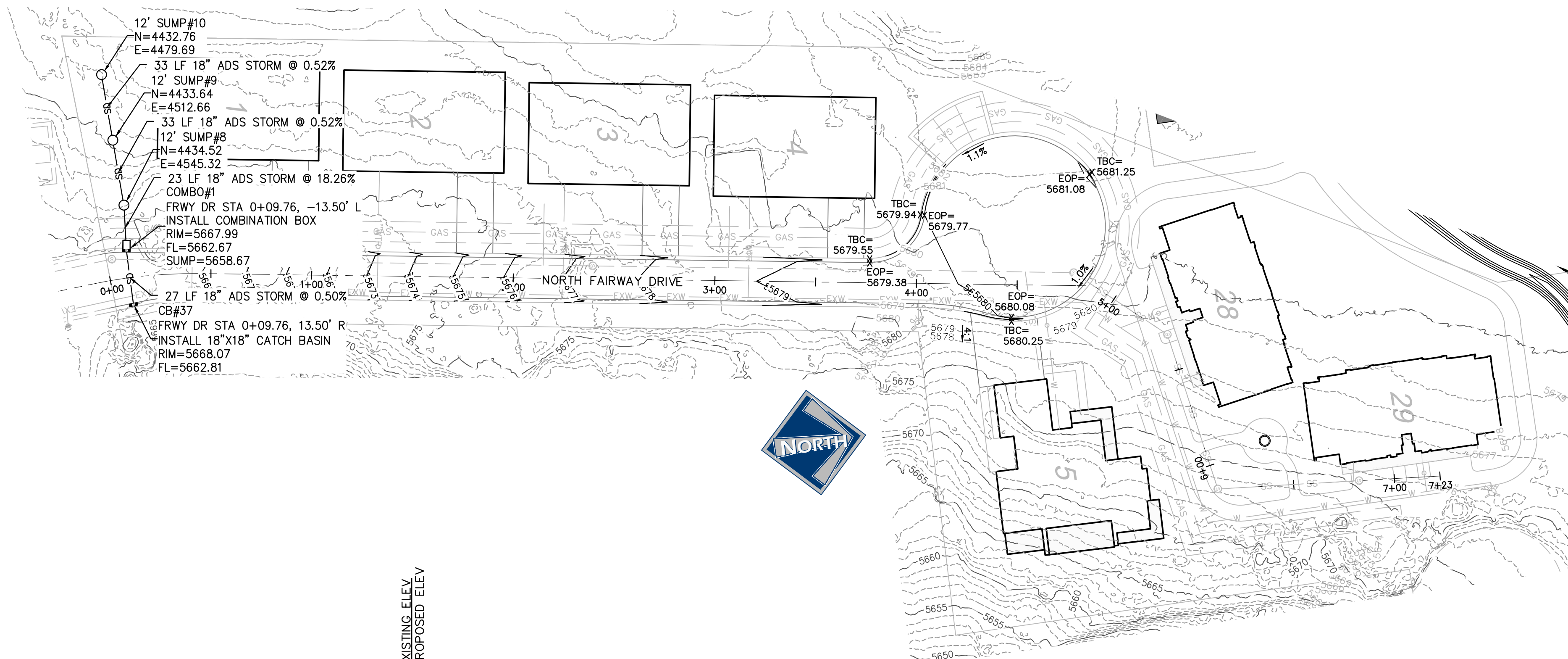
BERG ENGINEERING
380 E Main St. Suite 204
Midway, UT 84049
ph 435.657.9749

DESIGN BY: PDB
DRAWN BY: DEJ

DATE: 5 MAR 2026
REV:

SHEET
C10

with a 1/2" diameter hole in the center of the lid with recessed elongated w/ automated sensor hole set to grade.
 The meter box cover, copper setter, corporation stop & service lines to be furnished and installed by contractor/developer.
 Stainless steel stiffeners on all poly connections.
 Ball valve shall be accessible from inside can.
 Water meter will not be installed if meter can is installed incorrectly or in a driveway.
 Meter is the only part that is provided by the city.



- 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

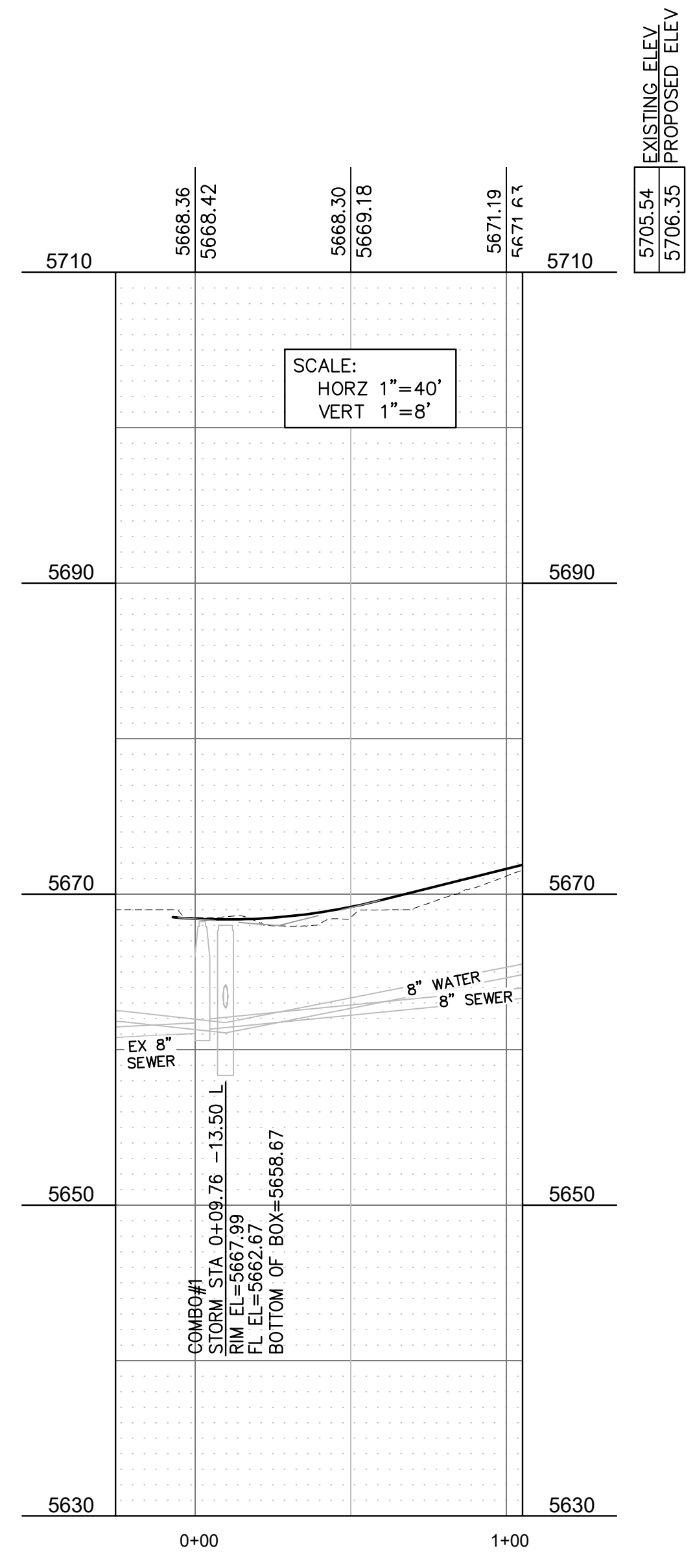
Drainage Area	Total Collected Area (acres)	C = 0.95 Building Pad (acres)	C = 0.90 Road and Driveways (acres)	C = 0.20 Landscaping (acres)	Composite Runoff Coefficient
A	1.75	0.43	0.50	0.82	0.58

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

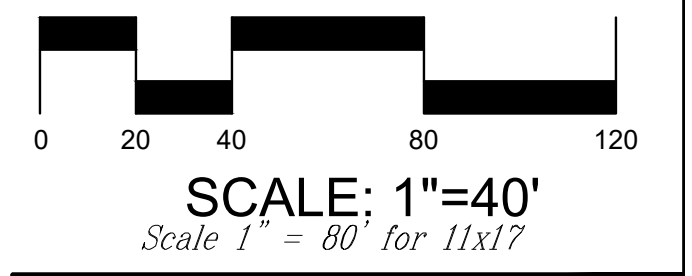
Time Period (min)	Rainfall Intensity (in/hr)	Total Area (acres)	Developed Runoff Coefficient	Peak Runoff Rate (cfs)	Total Runoff Volume (cf)
15	4.08	1.75	0.58	4.17	3,755
30	2.76	1.75	0.58	2.82	5,080
60	1.71	1.75	0.58	1.75	6,295
120	0.96	1.75	0.58	0.98	7,068
180	0.65	1.75	0.58	0.66	7,176
360	0.36	1.74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



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



THE HOMESTEAD GROUP LLC
 GOLF COTTAGES AND HOMES

NORTH FAIRWAY DRIVE
 STORM DRAIN PLAN & PROFILE



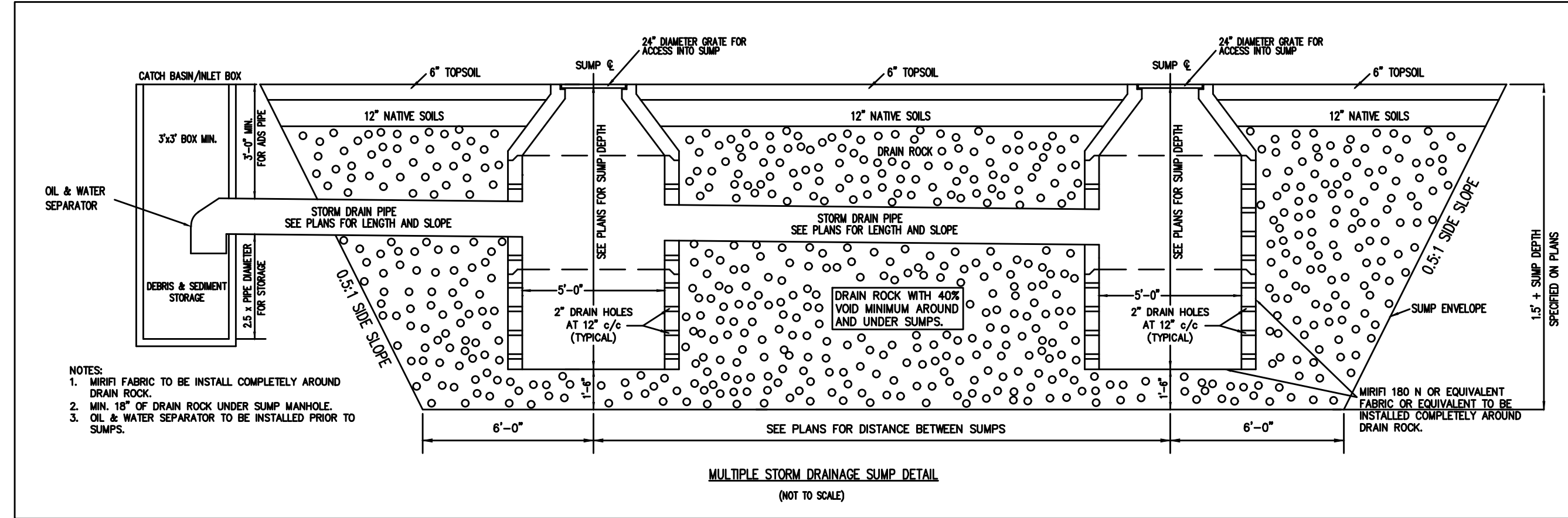
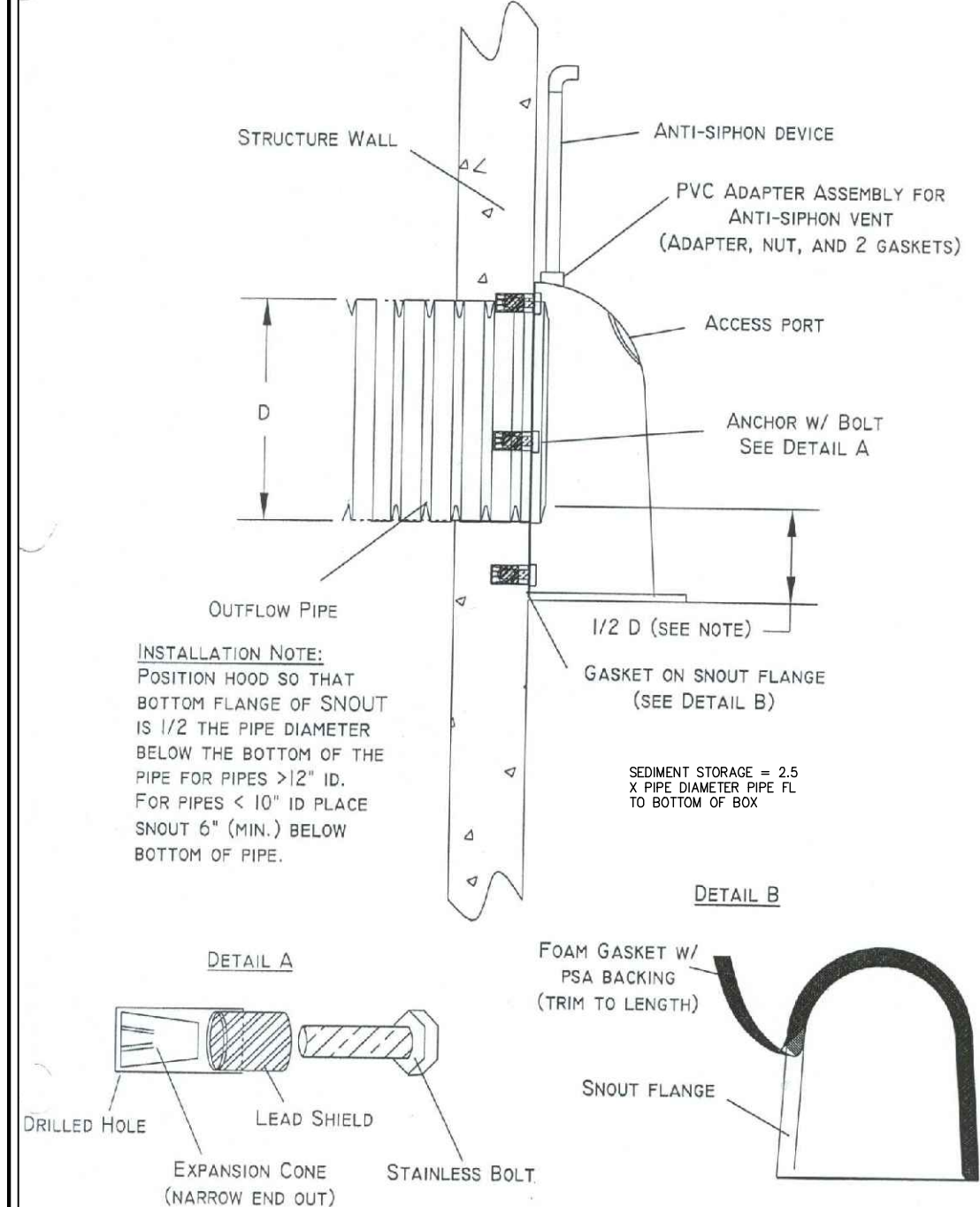
THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 5 MAR 2026

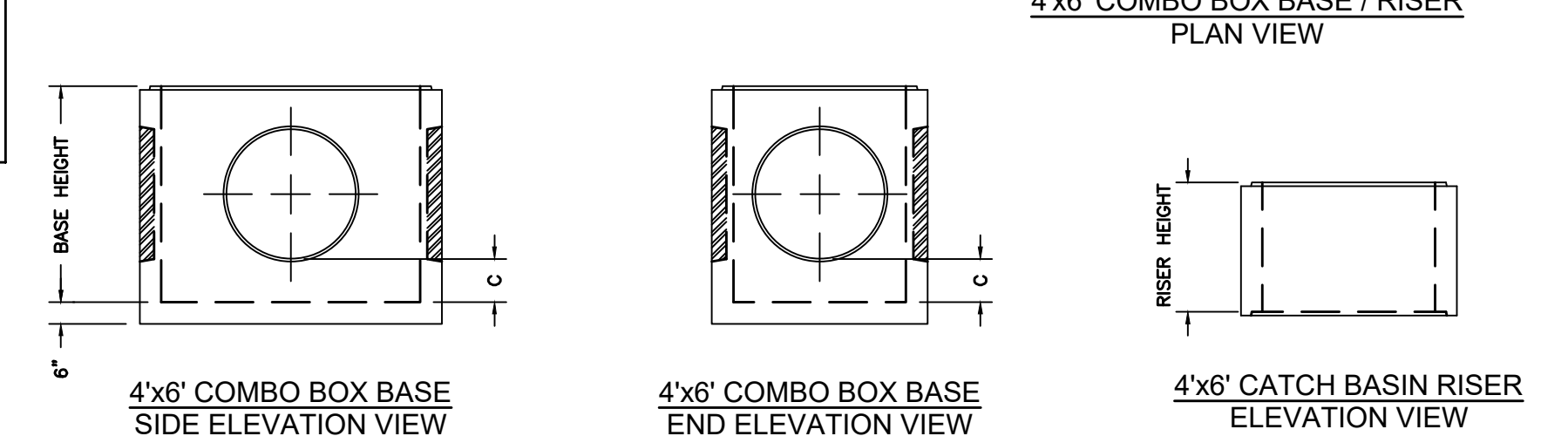
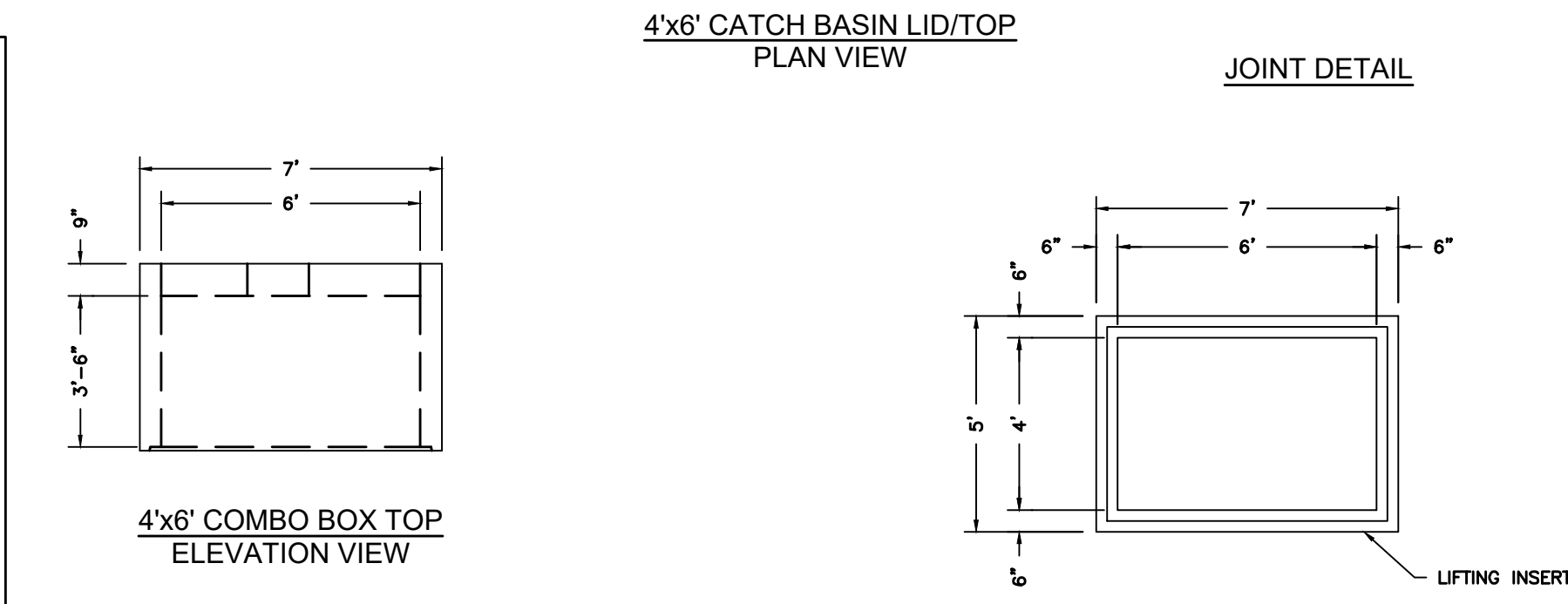
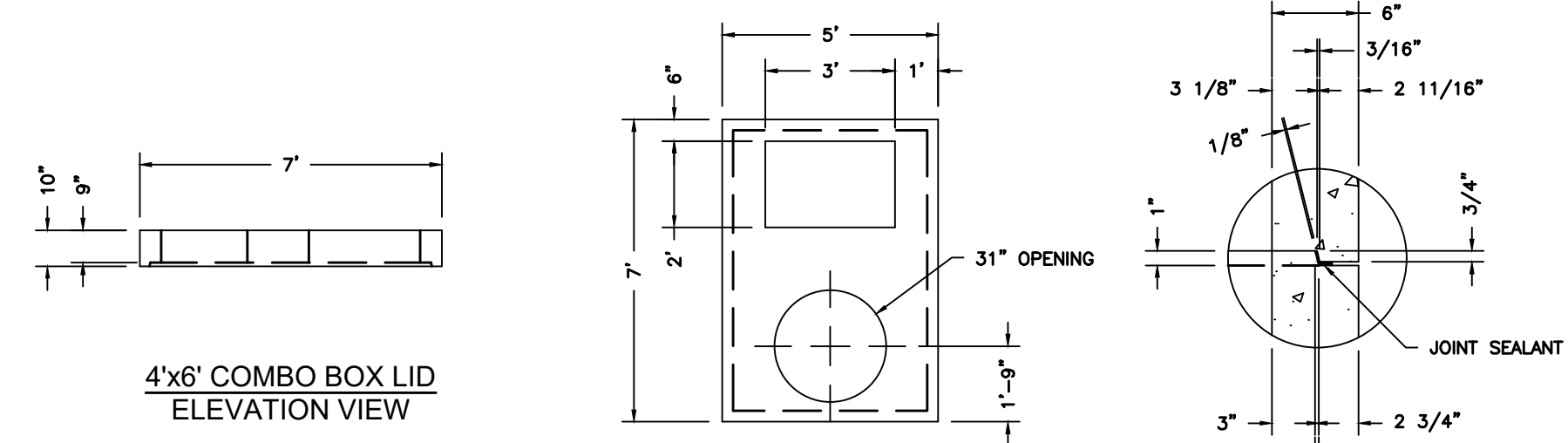
DESIGN BY: PDB DATE: 5 MAR 2026
 DRAWN BY: DEJ REV: C11

File: Y:\Projects\2024\Storm Drain\Storm Drain.dwg Plot Date: March 10, 2026 Plotter: HP DesignJet 500 Plot Size: 11x17
 Ref Name: C:\Users\paul.berg\AppData\Local\Temp\1\PlotTemp1.dwg

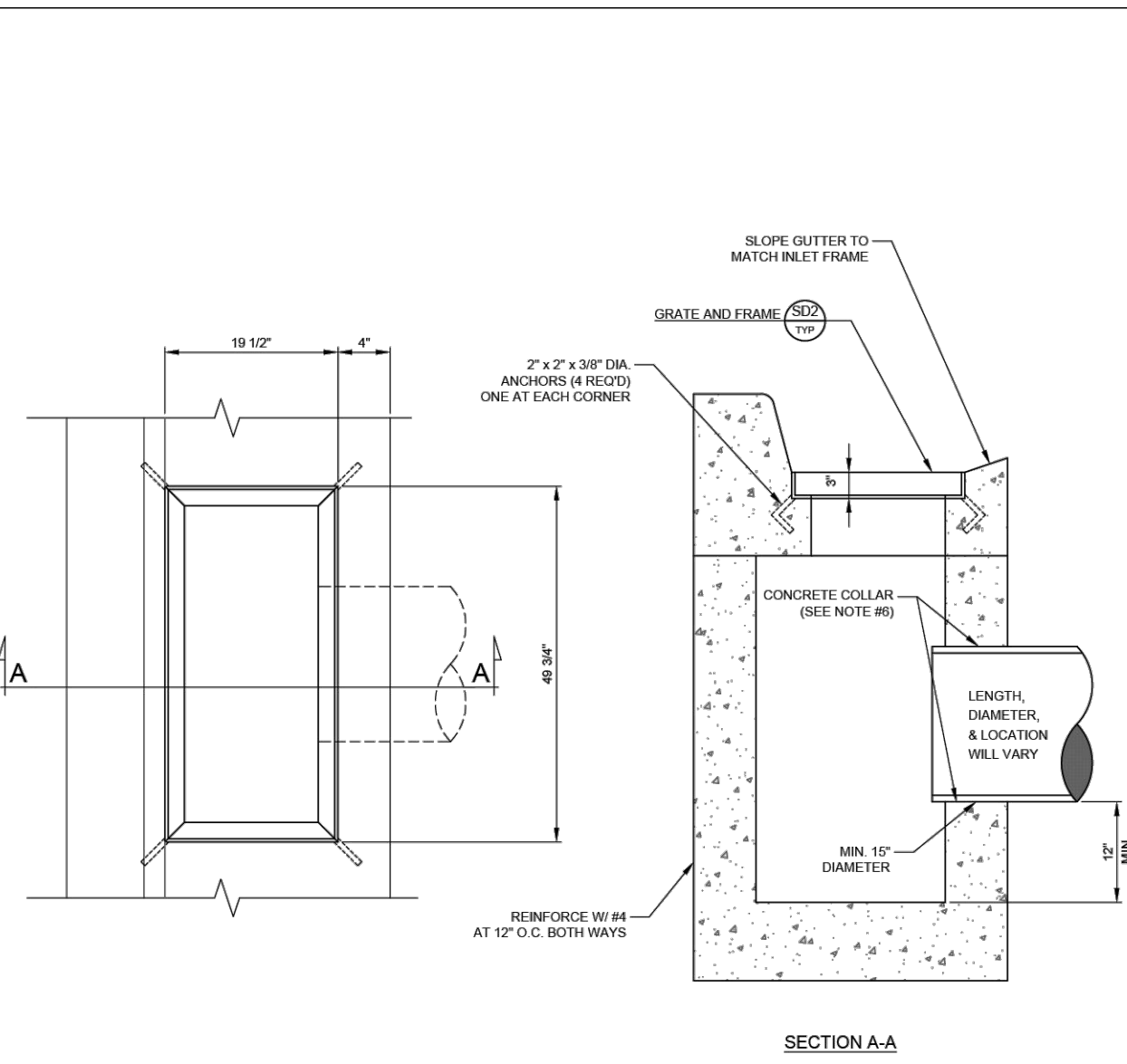
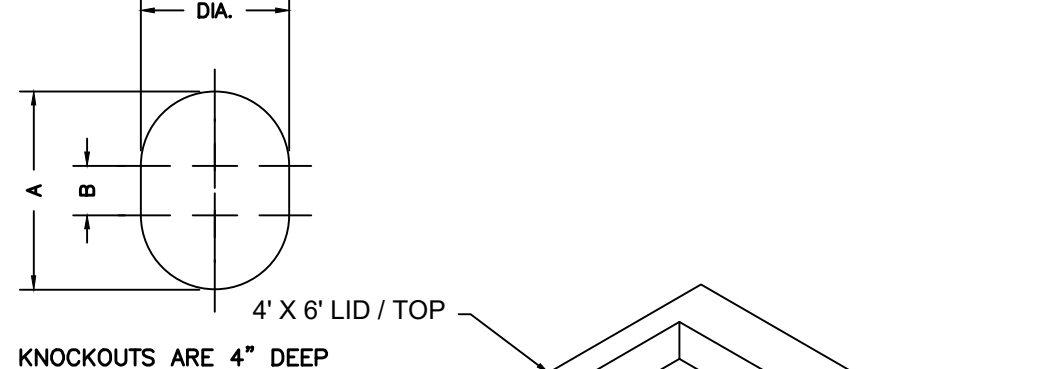
BEST MANAGEMENT PRODUCTS, INC.
"SNOUT" OIL & DEBRIS STOP
INSTALLATION DIAGRAM (TYPICAL)



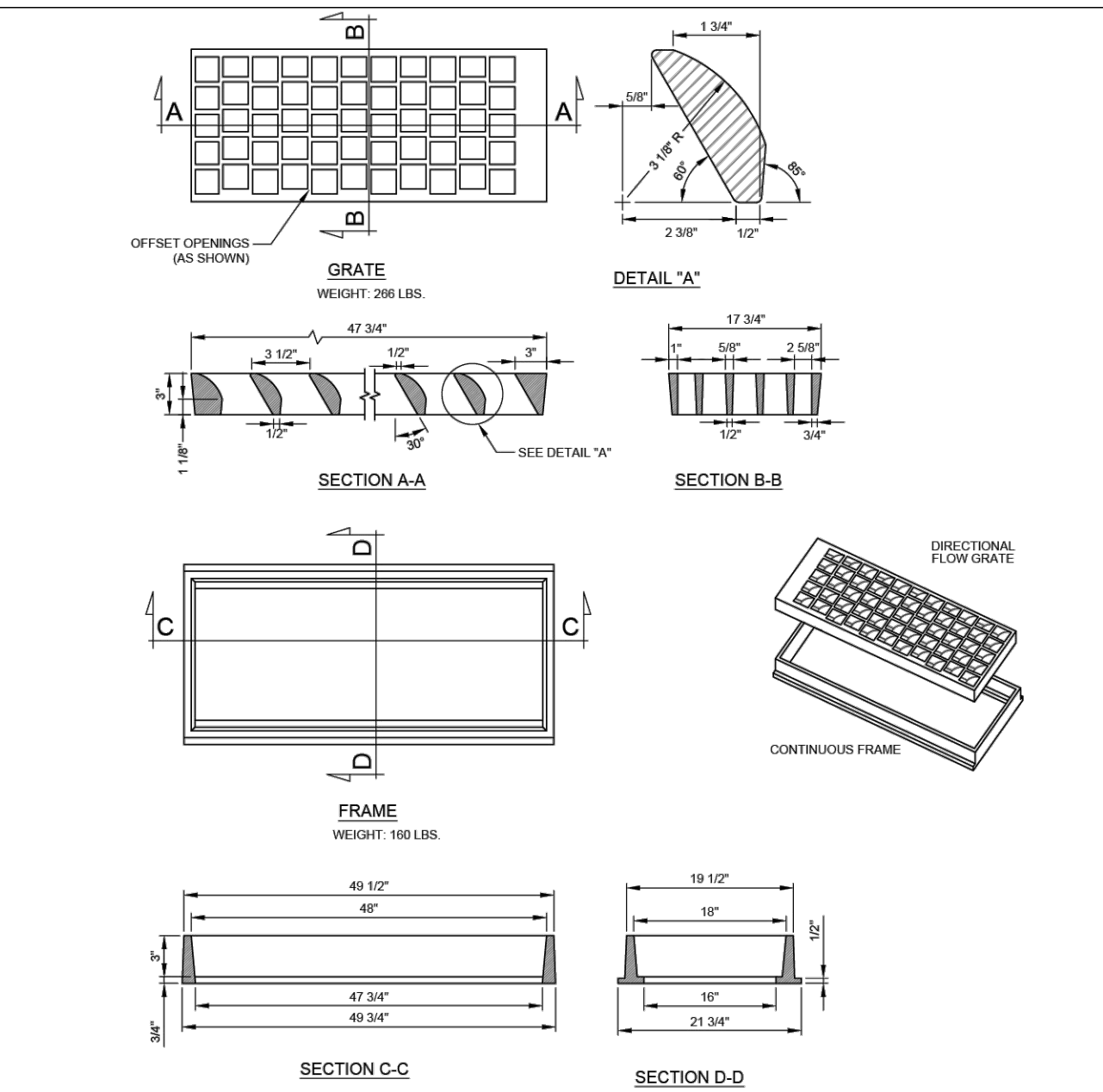
- NOTES:**
 1. MFRF FABRIC TO BE INSTALLED COMPLETELY AROUND DRAIN ROCK.
 2. MIN. 1\"/>



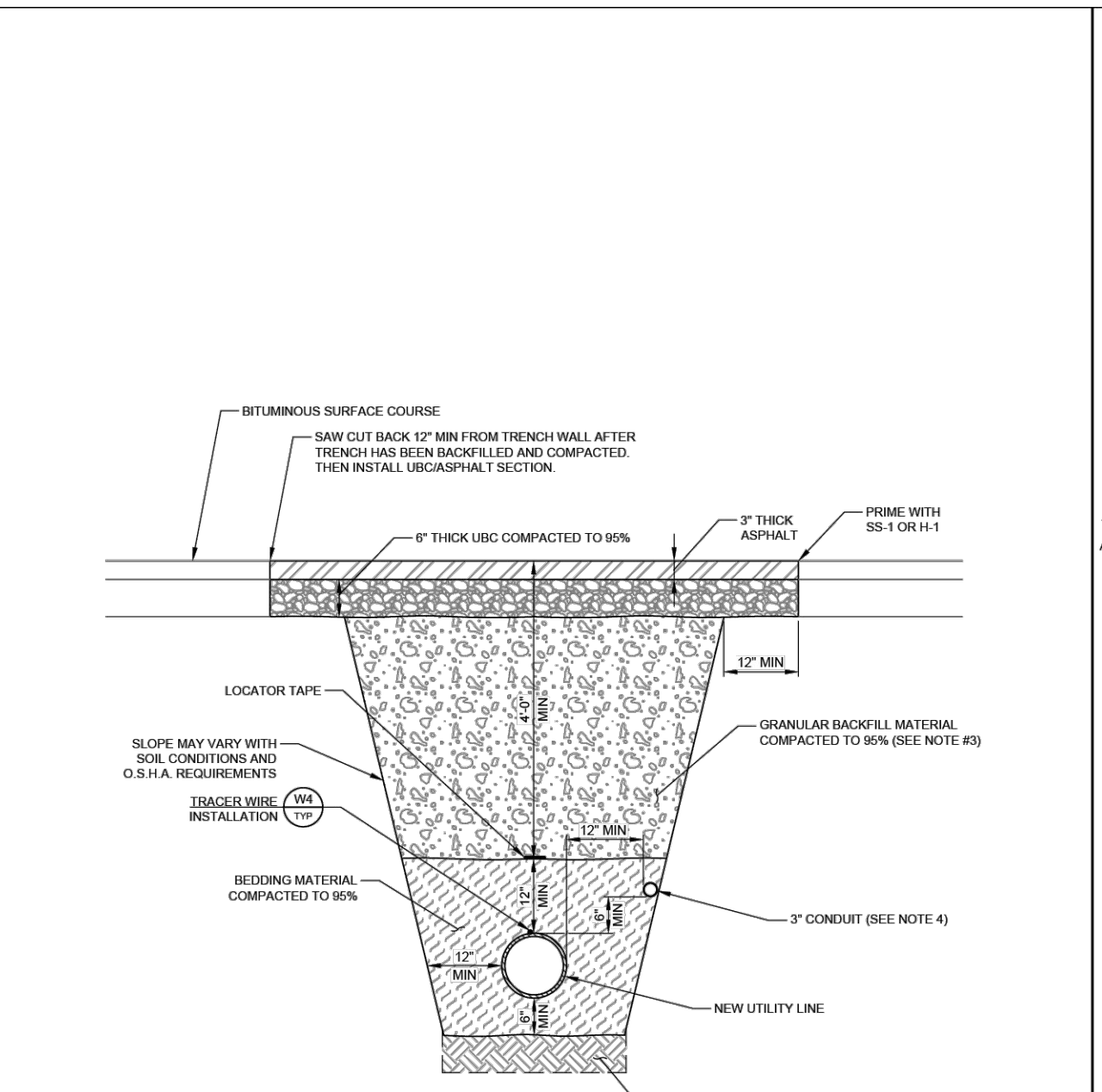
BASE HEIGHT	WIDE SIDE KNOCKOUT DIMENSIONS			SHORT SIDE KNOCKOUT DIMENSIONS		
	DIA.	A	B	DIA.	A	B
3'-6"	36"	36"	0"	36"	36"	0"
4'	36"	36"	0"	36"	36"	0"
5'	36"	36"	0"	36"	36"	0"
6'	36"	48"	12"	36"	48"	12"



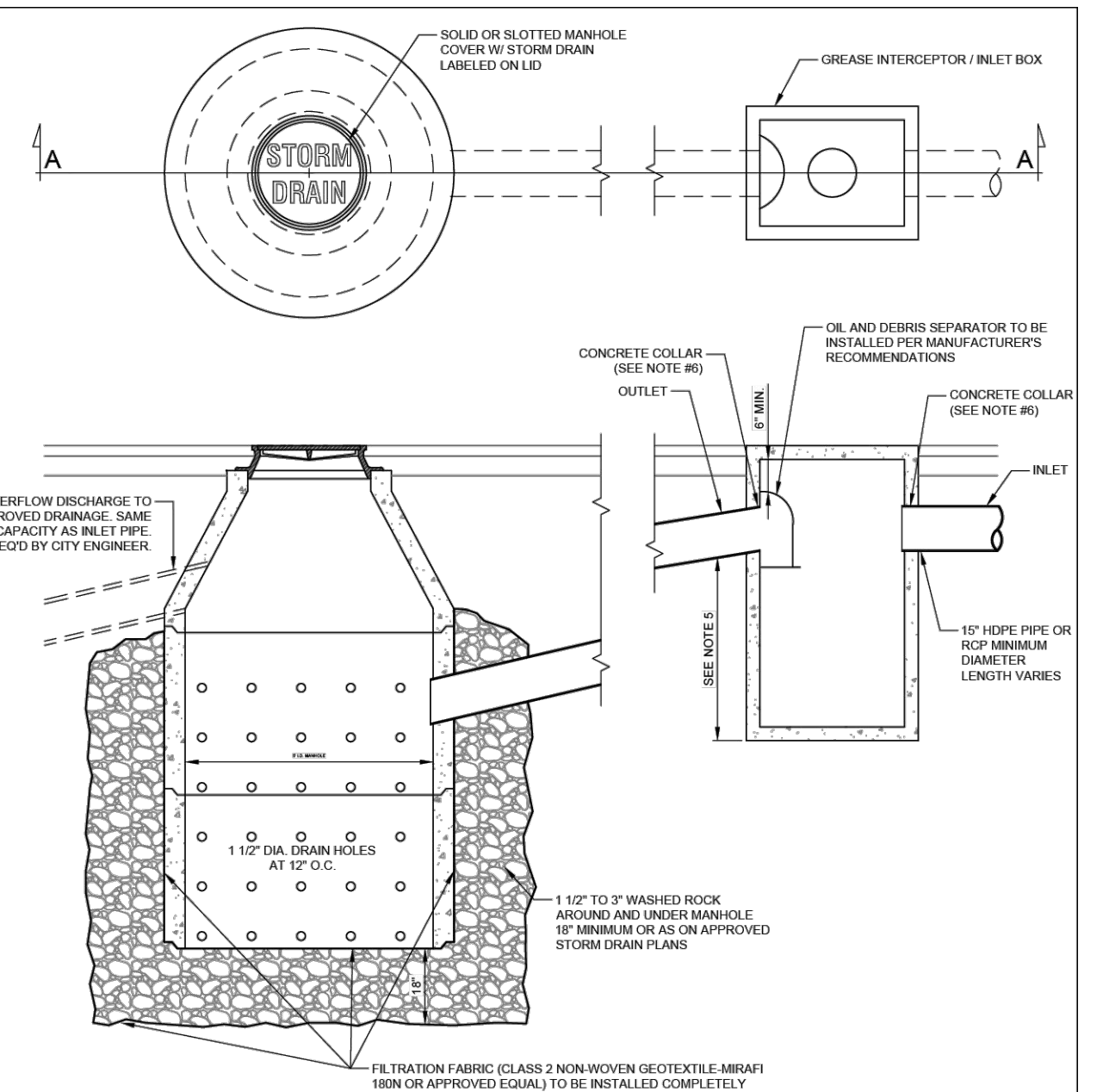
- NOTES:**
 1. ALL FRAMES & GRATES TO BE CAST IRON.
 2. CONSTRUCT BOX (WALL THICKNESS) TO MATCH EXISTING OR NEW TYPE OF CURB AS SHOWN.
 3. INLET BOX SPACING SHALL NOT EXCEED 500 FEET UNLESS APPROVED BY THE CITY ENGINEER.
 4. A SLOUT OR APPROVED EQUAL SHALL BE USED WHERE THE STORM WATER IS LEAVING THE STORM WATER SYSTEM AND ENTERING A SUMP, RETENTION TANK, DETENTION POND, OR DISCHARGE POINT.
 5. IF SLOUT IS INSTALLED, SUMP DEPTH SHALL BE 3\"/>



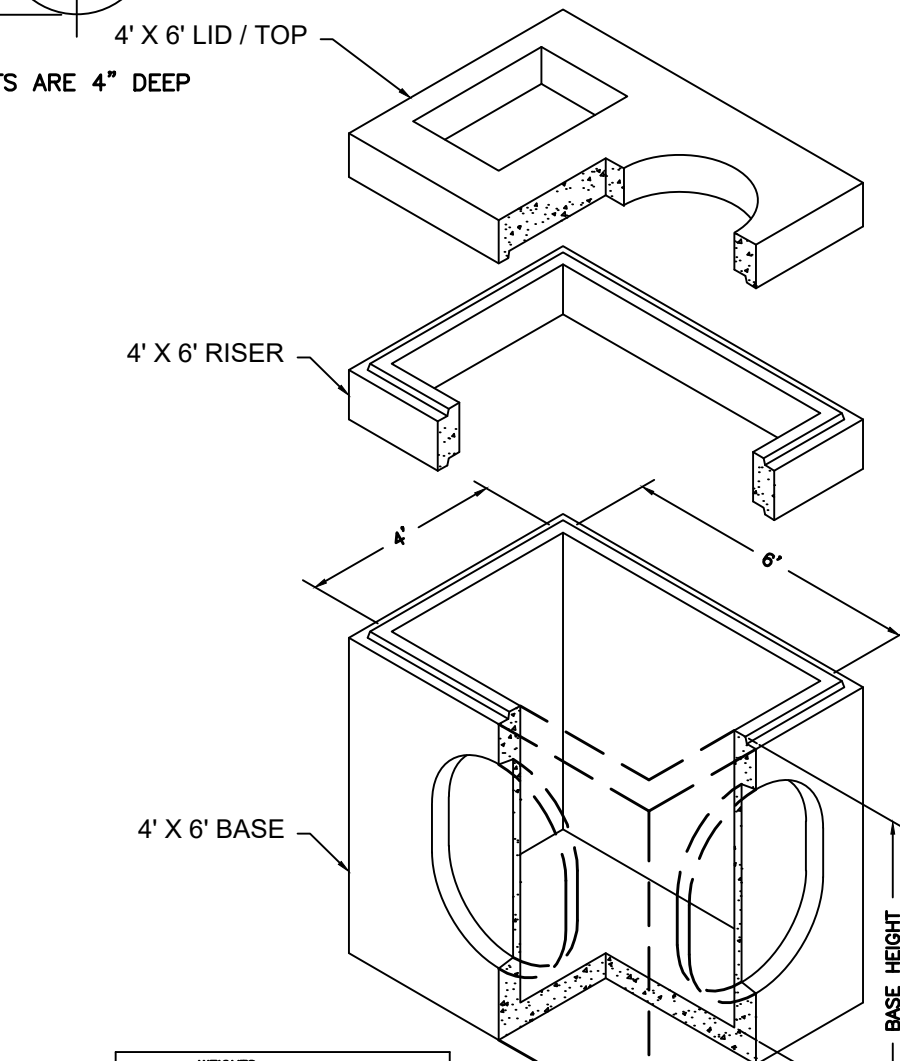
- DESIGN DATA:**
 MS 18 (MS-20) OR INTERSTATE A1 TERPANE
 LOADING IN ACCORDANCE WITH CURRENT
 ASHSTO AND INTERIM SPECIFICATIONS.
 DUCTILE IRON AND STRUCTURAL STEEL
 60-130 MPA



- NOTES:**
 1. COMPACTED BEDDING MATERIAL SHALL CONSIST OF SAND OR WELL GRADED CRUSHED ROCK 1/2\"/>



- NOTES:**
 1. CONSTRUCT DROOP INLET BOX TO MATCH WIDTH OF CURB & GUTTER. MATCH INSIDE OF BOX TO INSIDE OF FRAME.
 2. 1\"/>



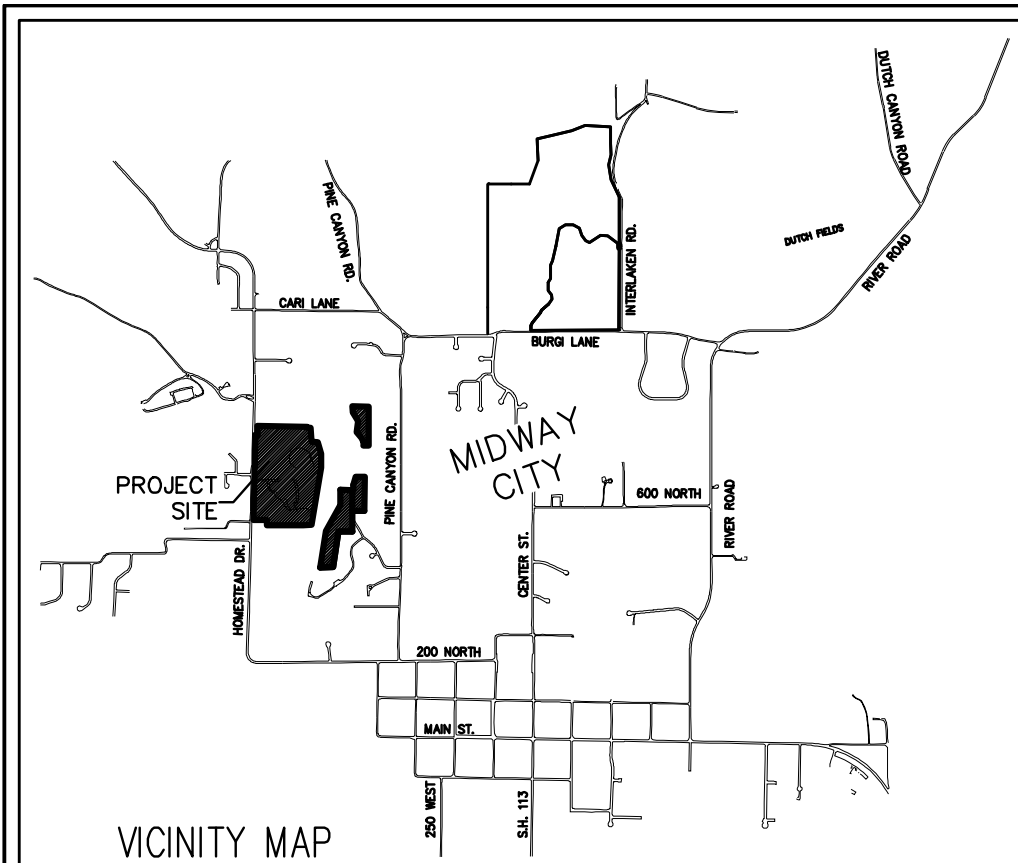
HEIGHT	BASE	RISER	LID/TOP
0'	2,245 #		2,750 #
1'		1,800 #	3,300 #
2'		4,850 #	
3'-6"	6,704 #		6,704 #
4'	7,230 #		
5'	8,880 #		
6'	10,530 #		

- NOTES:**
 1. Unit design complying with ASTM C-807 and
 2. Unit shall allow a min. 2\"/>

Date: X:\Projects\2024\028 - Storm Drainage\Storm Drain Construction Details\Storm Drain Construction Details.dwg
 Author: J. P. B. (J. P. B.)
 Date: 02/28/2024
 Project: 028

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



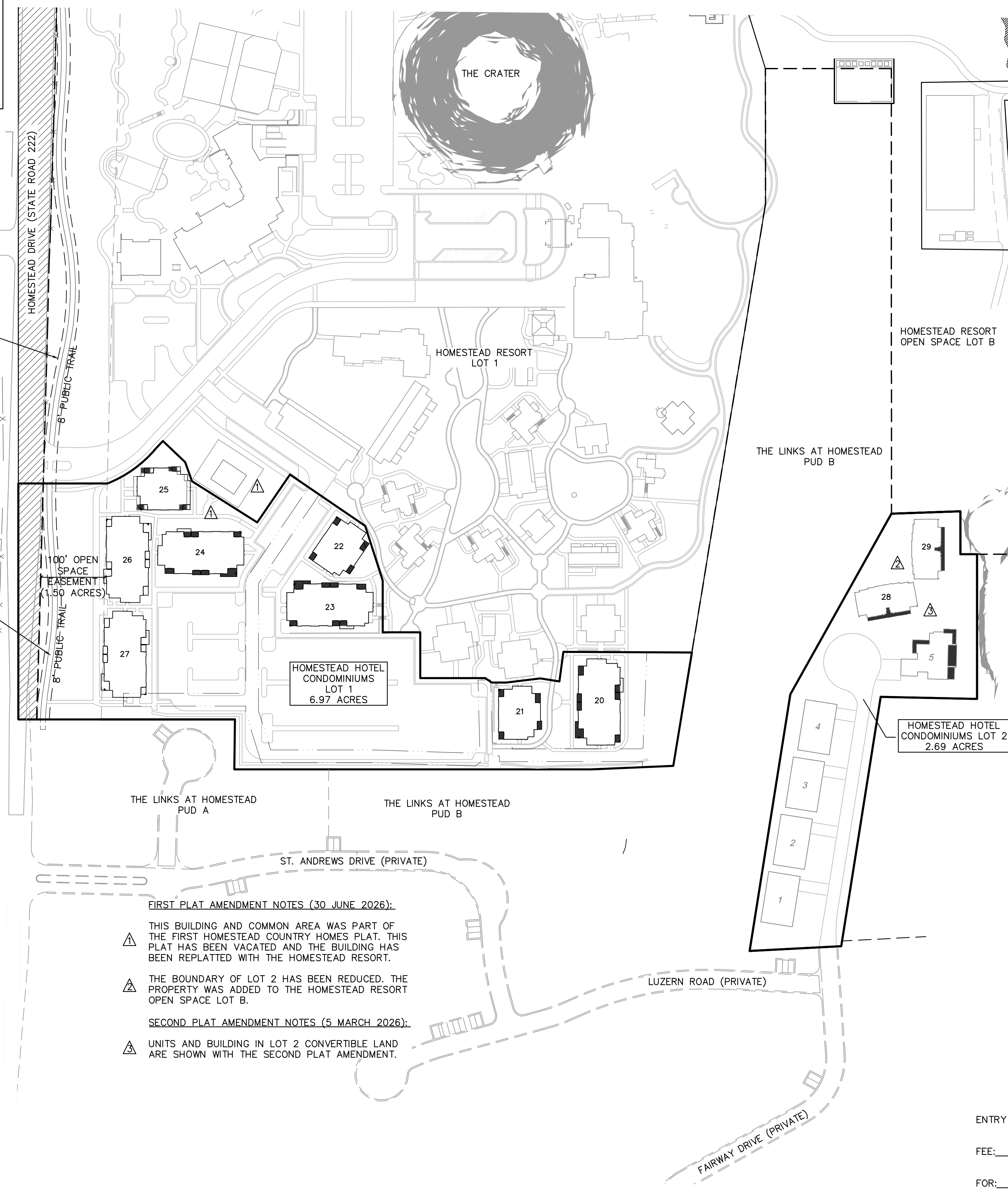
SCALE: 1"=100'

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

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'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
 SURVEYOR: BRIAN M. BALLS, PLS ATWELL, LLC 55 W CENTER ST. HEBER CITY, UTAH 84032 PHONE (435) 654-9229
 Brian M. Balls, PLS, Atwell, LLC, 55 W Center St, Heber City, UT 84032
 License: 334532-2201, State of Utah, Surveyors License Board, 1600 North 2000 West, Provo, UT 84601

THE HOMESTEAD HOTEL CONDOMINIUMS

LOT 2 - SECOND AMENDMENT

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

BASIS OF BEARINGS

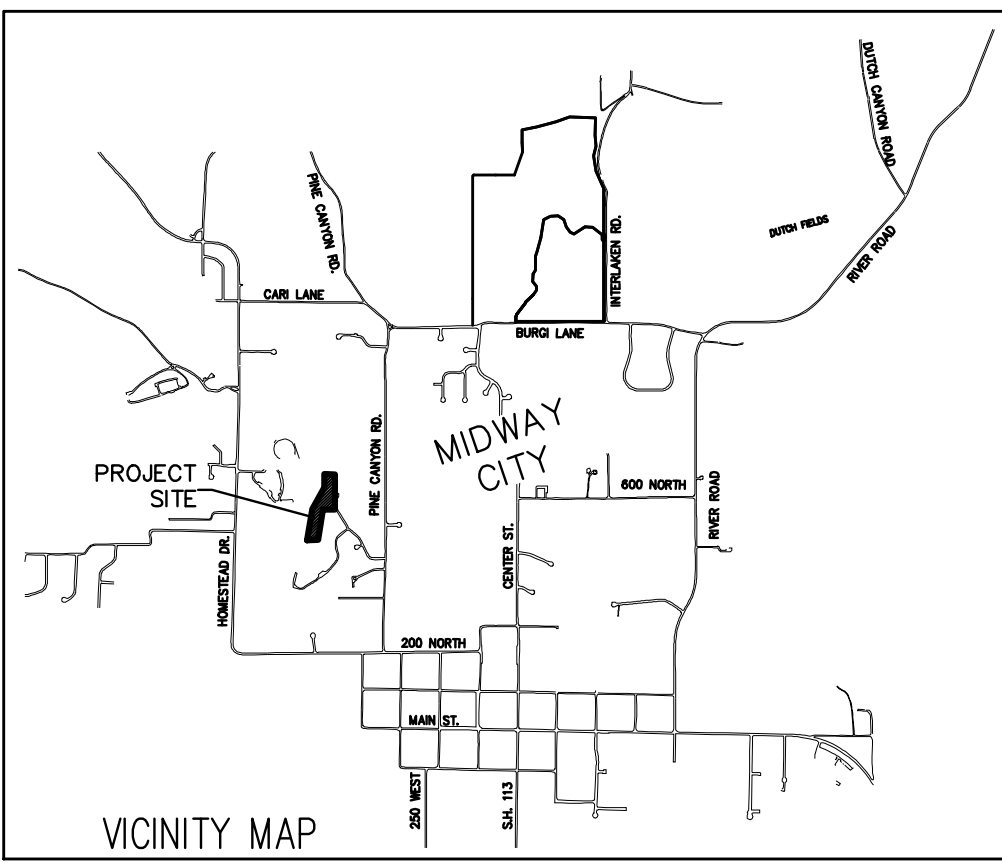
THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 01°59'08" EAST (MEASURED 2623.86') BETWEEN FOUND WASATCH COUNTY SECTION CORNER SURVEY MONUMENTS FOR THE NW & MID CORNERS OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

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.

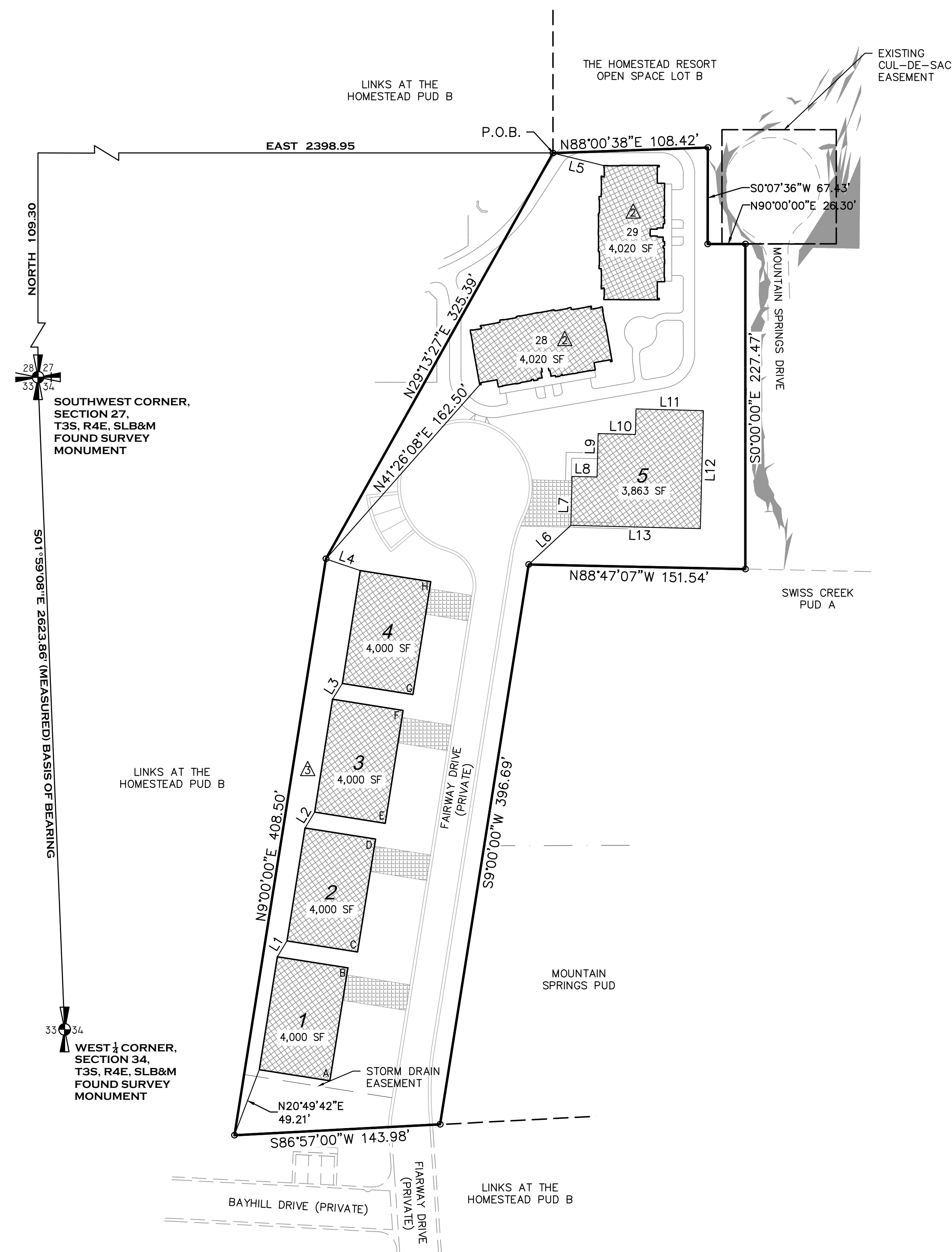
CONTAINING: 2.69 ACRES



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:

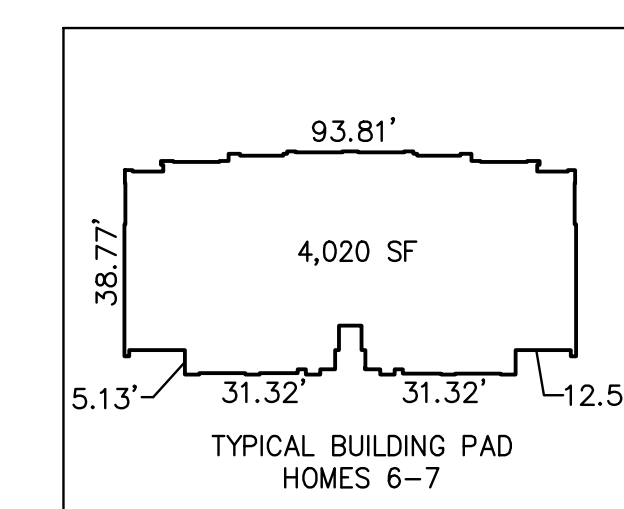
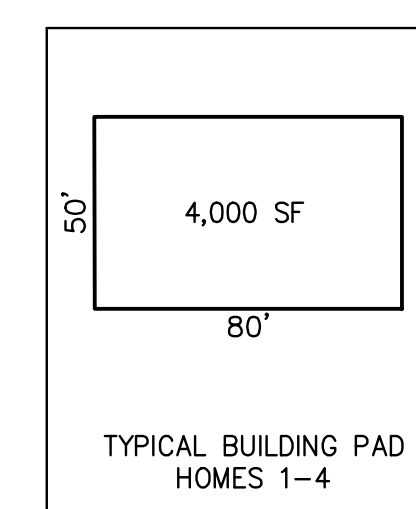
- THIS SHEET AMENDS SHEET 9 OF 9 OF THE ORIGINAL PLATS. THIS AMENDMENT SATISFIES DEVELOPMENT NOTE 1 REQUIRING A PLAT AMENDMENT TO OBTAIN BUILDING PERMITS.
- THE TWO (2) COTTAGES HAVE CHANGED TO TWO (2) - EIGHT (8) PLEX CONDO BUILDINGS.
- THE SETBACK NOTE HAS BEEN REMOVED DUE TO CHANGES IN THE RESORT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

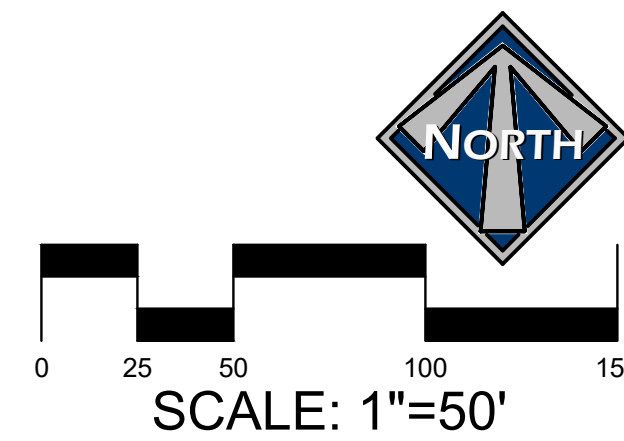
UTILITY NOTE:

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

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.

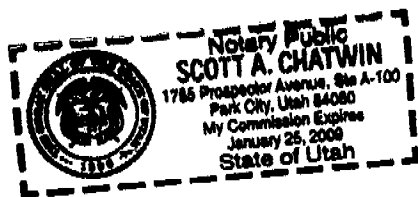
Notary Public

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

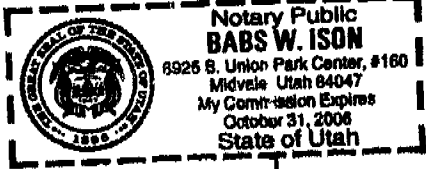
GRANTEE: THE HOMESTEAD, INC.
a Utah corporation

Brett Mathwick

DATE: 29 day of December, 2005.

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

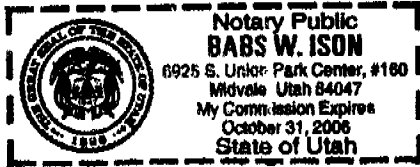
The foregoing instrument was acknowledged before me this 10th day of January, 2005, by Jeffrey P. Peterson the Manager of Fox Point, LLC, a Utah limited liability company.



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

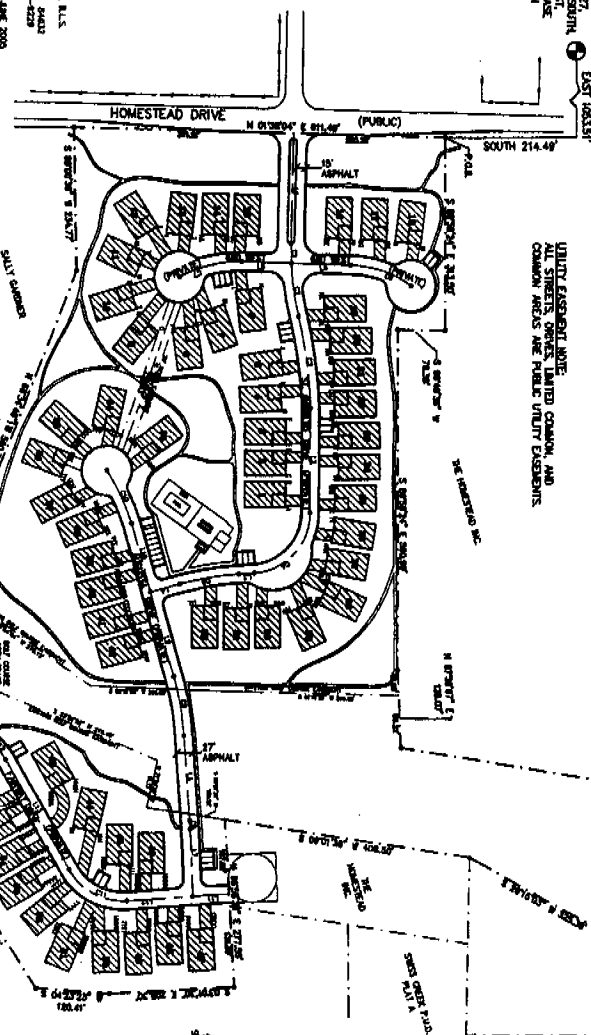
BEGINNING AT A POINT WHICH IS SOUTH 214.49 FEET AND EAST 1053.51 FEET FROM THE FOUND BRASS MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

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.

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
1	S 89°25'45" E	103.9717	11	S 89°25'45" E	103.9717
2	S 89°25'45" E	103.9717	12	S 89°25'45" E	103.9717
3	S 89°25'45" E	103.9717	13	S 89°25'45" E	103.9717
4	S 89°25'45" E	103.9717	14	S 89°25'45" E	103.9717
5	S 89°25'45" E	103.9717	15	S 89°25'45" E	103.9717
6	S 89°25'45" E	103.9717	16	S 89°25'45" E	103.9717
7	S 89°25'45" E	103.9717	17	S 89°25'45" E	103.9717
8	S 89°25'45" E	103.9717	18	S 89°25'45" E	103.9717
9	S 89°25'45" E	103.9717	19	S 89°25'45" E	103.9717
10	S 89°25'45" E	103.9717	20	S 89°25'45" E	103.9717



ACKNOWLEDGMENT
 STATE OF UTAH)
 COUNTY OF)
 I, _____, Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

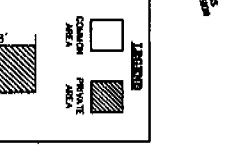
CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.

CONSENT OF MORTGAGEE TO RECORD
 I, _____, of the County of _____, State of Utah, do hereby consent to the recording of the foregoing instrument in my office on _____, 2008.



LOT	ADDRESS
1	1000 S. 1000 E.
2	1001 S. 1000 E.
3	1002 S. 1000 E.
4	1003 S. 1000 E.
5	1004 S. 1000 E.
6	1005 S. 1000 E.
7	1006 S. 1000 E.
8	1007 S. 1000 E.
9	1008 S. 1000 E.
10	1009 S. 1000 E.
11	1010 S. 1000 E.
12	1011 S. 1000 E.
13	1012 S. 1000 E.
14	1013 S. 1000 E.
15	1014 S. 1000 E.
16	1015 S. 1000 E.
17	1016 S. 1000 E.
18	1017 S. 1000 E.
19	1018 S. 1000 E.
20	1019 S. 1000 E.
21	1020 S. 1000 E.
22	1021 S. 1000 E.
23	1022 S. 1000 E.
24	1023 S. 1000 E.
25	1024 S. 1000 E.
26	1025 S. 1000 E.
27	1026 S. 1000 E.
28	1027 S. 1000 E.
29	1028 S. 1000 E.
30	1029 S. 1000 E.
31	1030 S. 1000 E.
32	1031 S. 1000 E.
33	1032 S. 1000 E.
34	1033 S. 1000 E.
35	1034 S. 1000 E.
36	1035 S. 1000 E.
37	1036 S. 1000 E.
38	1037 S. 1000 E.
39	1038 S. 1000 E.
40	1039 S. 1000 E.
41	1040 S. 1000 E.
42	1041 S. 1000 E.
43	1042 S. 1000 E.
44	1043 S. 1000 E.
45	1044 S. 1000 E.
46	1045 S. 1000 E.
47	1046 S. 1000 E.
48	1047 S. 1000 E.
49	1048 S. 1000 E.
50	1049 S. 1000 E.
51	1050 S. 1000 E.
52	1051 S. 1000 E.
53	1052 S. 1000 E.
54	1053 S. 1000 E.
55	1054 S. 1000 E.
56	1055 S. 1000 E.
57	1056 S. 1000 E.
58	1057 S. 1000 E.
59	1058 S. 1000 E.
60	1059 S. 1000 E.
61	1060 S. 1000 E.
62	1061 S. 1000 E.
63	1062 S. 1000 E.
64	1063 S. 1000 E.
65	1064 S. 1000 E.
66	1065 S. 1000 E.
67	1066 S. 1000 E.
68	1067 S. 1000 E.
69	1068 S. 1000 E.
70	1069 S. 1000 E.
71	1070 S. 1000 E.
72	1071 S. 1000 E.
73	1072 S. 1000 E.
74	1073 S. 1000 E.
75	1074 S. 1000 E.
76	1075 S. 1000 E.
77	1076 S. 1000 E.
78	1077 S. 1000 E.
79	1078 S. 1000 E.
80	1079 S. 1000 E.
81	1080 S. 1000 E.
82	1081 S. 1000 E.
83	1082 S. 1000 E.
84	1083 S. 1000 E.
85	1084 S. 1000 E.
86	1085 S. 1000 E.
87	1086 S. 1000 E.
88	1087 S. 1000 E.
89	1088 S. 1000 E.
90	1089 S. 1000 E.
91	1090 S. 1000 E.
92	1091 S. 1000 E.
93	1092 S. 1000 E.
94	1093 S. 1000 E.
95	1094 S. 1000 E.
96	1095 S. 1000 E.
97	1096 S. 1000 E.
98	1097 S. 1000 E.
99	1098 S. 1000 E.
100	1099 S. 1000 E.
101	1100 S. 1000 E.
102	1101 S. 1000 E.
103	1102 S. 1000 E.
104	1103 S. 1000 E.
105	1104 S. 1000 E.
106	1105 S. 1000 E.
107	1106 S. 1000 E.
108	1107 S. 1000 E.
109	1108 S. 1000 E.
110	1109 S. 1000 E.
111	1110 S. 1000 E.
112	1111 S. 1000 E.
113	1112 S. 1000 E.
114	1113 S. 1000 E.
115	1114 S. 1000 E.
116	1115 S. 1000 E.
117	1116 S. 1000 E.
118	1117 S. 1000 E.
119	1118 S. 1000 E.
120	1119 S. 1000 E.
121	1120 S. 1000 E.
122	1121 S. 1000 E.
123	1122 S. 1000 E.
124	1123 S. 1000 E.
125	1124 S. 1000 E.
126	1125 S. 1000 E.
127	1126 S. 1000 E.
128	1127 S. 1000 E.
129	1128 S. 1000 E.
130	1129 S. 1000 E.
131	1130 S. 1000 E.
132	1131 S. 1000 E.
133	1132 S. 1000 E.
134	1133 S. 1000 E.
135	1134 S. 1000 E.
136	1135 S. 1000 E.
137	1136 S. 1000 E.
138	1137 S. 1000 E.
139	1138 S. 1000 E.
140	1139 S. 1000 E.
141	1140 S. 1000 E.
142	1141 S. 1000 E.
143	1142 S. 1000 E.
144	1143 S. 1000 E.
145	1144 S. 1000 E.
146	1145 S. 1000 E.
147	1146 S. 1000 E.
148	1147 S. 1000 E.
149	1148 S. 1000 E.
150	1149 S. 1000 E.
151	1150 S. 1000 E.
152	1151 S. 1000 E.
153	1152 S. 1000 E.
154	1153 S. 1000 E.
155	1154 S. 1000 E.
156	1155 S. 1000 E.
157	1156 S. 1000 E.
158	1157 S. 1000 E.
159	1158 S. 1000 E.
160	1159 S. 1000 E.
161	1160 S. 1000 E.
162	1161 S. 1000 E.
163	1162 S. 1000 E.
164	1163 S. 1000 E.
165	1164 S. 1000 E.
166	1165 S. 1000 E.
167	1166 S. 1000 E.
168	1167 S. 1000 E.
169	1168 S. 1000 E.
170	1169 S. 1000 E.
171	1170 S. 1000 E.
172	1171 S. 1000 E.
173	1172 S. 1000 E.
174	1173 S. 1000 E.
175	1174 S. 1000 E.
176	1175 S. 1000 E.
177	1176 S. 1000 E.
178	1177 S. 1000 E.
179	1178 S. 1000 E.
180	1179 S. 1000 E.
181	1180 S. 1000 E.
182	1181 S. 1000 E.
183	1182 S. 1000 E.
184	1183 S. 1000 E.
185	1184 S. 1000 E.
186	1185 S. 1000 E.
187	1186 S. 1000 E.
188	1187 S. 1000 E.
189	1188 S. 1000 E.
190	1189 S. 1000 E.
191	1190 S. 1000 E.
192	1191 S. 1000 E.
193	1192 S. 1000 E.
194	1193 S. 1000 E.
195	1194 S. 1000 E.
196	1195 S. 1000 E.
197	1196 S. 1000 E.
198	1197 S. 1000 E.
199	1198 S. 1000 E.
200	1199 S. 1000 E.
201	1200 S. 1000 E.
202	1201 S. 1000 E.
203	1202 S. 1000 E.
204	1203 S. 1000 E.
205	1204 S. 1000 E.
206	1205 S. 1000 E.
207	1206 S. 1000 E.
208	1207 S. 1000 E.
209	1208 S. 1000 E.
210	1209 S. 1000 E.
211	1210 S. 1000 E.
212	1211 S. 1000 E.
213	1212 S. 1000 E.
214	1213 S. 1000 E.
215	1214 S. 1000 E.
216	1215 S. 1000 E.
217	1216 S. 1000 E.
218	1217 S. 1000 E.
219	1218 S. 1000 E.
220	1219 S. 1000 E.
221	1220 S. 1000 E.
222	1221 S. 1000 E.
223	1222 S. 1000 E.
224	1223 S. 1000 E.
225	1224 S. 1000 E.
226	1225 S. 1000 E.
227	1226 S. 1000 E.
228	1227 S. 1000 E.
229	1228 S. 1000 E.
230	1229 S. 1000 E.
231	1230 S. 1000 E.
232	1231 S. 1000 E.
233	1232 S. 1000 E.
234	1233 S. 1000 E.
235	1234 S. 1000 E.
236	1235 S. 1000 E.
237	1236 S. 1000 E.
238	1237 S. 1000 E.
239	1238 S. 1000 E.
240	1239 S. 1000 E.
241	1240 S. 1000 E.
242	1241 S. 1000 E.
243	1242 S. 1000 E.
244	1243 S. 1000 E.
245	1244 S. 1000 E.
246	1245 S. 1000 E.
247	1246 S. 1000 E.
248	1247 S. 1000 E.
249	1248 S. 1000 E.
250	1249 S. 1000 E.
251	1250 S. 1000 E.
252	1251 S. 1000 E.
253	1252 S. 1000 E.
254	1253 S. 1000 E.
255	1254 S. 1000 E.
256	1255 S. 1000 E.
257	1256 S. 1000 E.
258	1257 S. 1000 E.
259	1258 S. 1000 E.
260	1259 S. 1000 E.
261	1260 S. 1000 E.
262	1261 S. 1000 E.
263	1262 S. 1000 E.
264	1263 S. 1000 E.
265	1264 S. 1000 E.
266	1265 S. 1000 E.
267	1266 S. 1000 E.
268	1267 S. 1000 E.
269	1268 S. 1000 E.
270	1269 S. 1000 E.
271	1270 S. 1000 E.
272	1271 S. 1000 E.
273	1272 S. 1000 E.
274	1273 S. 1000 E.
275	1274 S. 1000 E.
276	1275 S. 1000 E.
277	1276 S. 1000 E.
278	1277 S. 1000 E.
279	1278 S. 1000 E.
280	1279 S. 1000 E.
281	1280 S. 1000 E.
282	1281 S. 1000 E.
283	1282 S. 1000 E.
284	1283 S. 1000 E.
285	1284 S. 1000 E.
286	1285 S. 1000 E.
287	1286 S. 1000 E.
288	1287 S. 1000 E.
289	1288 S. 1000 E.
290	1289 S. 1000 E.
291	1290 S. 1000 E.
292	1291 S. 1000 E.
293	1292 S. 1000 E.
294	1293 S. 1000 E.
295	1294 S. 1000 E.
296	1295 S. 1000 E.
297	1296 S. 1000 E.
298	1297 S. 1000 E.
299	1298 S. 1000 E.
300	1299 S. 1000 E.
301	1300 S. 1000 E.
302	1301 S. 1000 E.
303	1302 S. 1000 E.
304	1303 S. 1000 E.
305	1304 S. 1000 E.
306	1305 S. 1000 E.
307	1306 S. 1000 E.
308	1307 S. 1000 E.
309	1308 S. 1000 E.
310	1309 S. 1000 E.
311	1310 S. 1000 E.
312	1311 S. 1000 E.
313	1312 S. 1000 E.
314	1313 S. 1000 E.
315	1314 S. 1000 E.
316	1315 S. 1000 E.
317	1316 S. 1000 E.
318	1317 S. 1000 E.
319	1318 S. 1000 E.
320	1319 S. 1000 E.
321	1320 S. 1000 E.
322	1321 S. 1000 E.
323	1322 S. 1000 E.
324	1323 S. 1000 E.
325	1324 S. 1000 E.
326	1325 S. 1000 E.
327	1326 S. 1000 E.
328	1327 S. 1000 E.
329	1328 S. 1000 E.
330	1329 S. 1000 E.
331	1330 S. 1000 E.
332	1331 S. 1000 E.
333	1332 S. 1000 E.
334	1333 S. 1000 E.
335	1334 S. 1000 E.
336	1335 S. 1000 E.
337	1336 S. 1000 E.
338	1337 S. 1000 E.
339	1338 S. 1000 E.
340	1339 S. 1000 E.
341	1340 S. 1000 E.
342	1341 S. 1000 E.
343	1342 S. 1000 E.
344	1343 S. 1000 E.
345	1344 S. 1000 E.
346	1345 S. 1000 E.
347	1346 S. 1000 E.
348	1347 S. 1000 E.
349	

EXHIBIT "B"

Description Access Point to Grantee's Property

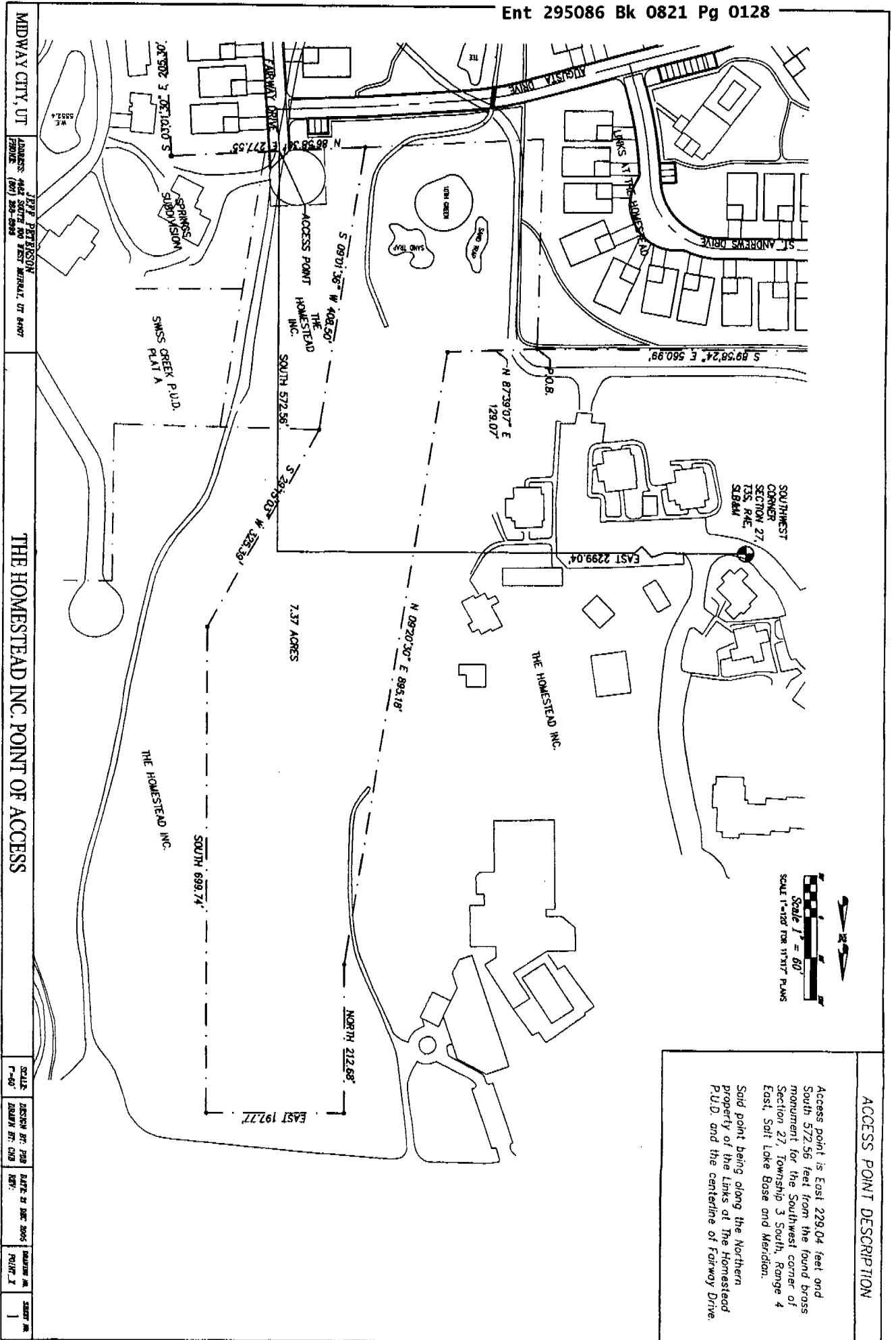
Property located in Wasatch County, Utah, more particularly described as follows:

**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.



ACCESS POINT DESCRIPTION

Access point is East 229.04 feet and South 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 Farway Drive.

MIDWAY CITY, UT
 JEFF PETERSON
 ADDRESS: 4642 SOUTH 700 WEST MIDWAY, UT 84047
 PHONE: (801) 263-6989

THE HOMESTEAD INC. POINT OF ACCESS

SCALE:	DESIGN BY:	DATE:	DATE OF REV:	DATE OF REV:	DATE OF REV:	DATE OF REV:
1"=60'	J.P.	7/28/06	11/21/06	03/06	03/06	03/06
	DRAWN BY:					
	CNS					
	POINT:					
	X					
	SHEET NO:					
	1					