

Midway City Council  
16 February 2021  
Regular Meeting

Resolution 2021-02 /  
Homestead Master Plan  
Amendment



Midway

**CITY COUNCIL MEETING STAFF REPORT**

**DATE OF MEETING:** February 16, 2021

**NAME OF PROJECT:** The Homestead Resort

**NAME OF APPLICANT:** The Homestead Group, LLC

**AUTHORIZED REPRESENTATIVE:** Scott Jones

**AGENDA ITEM:** Amendment to The Homestead Master Plan Amendment

**LOCATION OF ITEM:** 700 North Homestead Drive

**ZONING DESIGNATION:** RZ

**ITEM: 11**

Scott Jones, agent for The Homestead Group LLC, is proposing is proposing to amend the Homestead Master Plan Amendment that was approved by the City Council on September 1, 2020. The proposed amendment includes the revised and additional language in the agreement, addition of an Ice Cream Shop along with updated and revised exhibits. The master plan is 72.01 acres and contains 64.26 acres of open space. The property located at 700 North Homestead Drive and is in the Resort Zone (RZ).

**BACKGROUND:**

The Homestead Group, LLC is proposing an amendment to the approved, but not recorded, master plan amendment which was approved by the City Council on September 1, 2020. The proposed amendments are the following:

- Updates involving building permits to renovate existing structures.
  - Issues regarding water, parking, and architectural review will be handled with the building permit for any buildings proposed for renovation.
- The Milk House building will be converted into an ice cream shop.
  - This will not reduce the number of hotel rooms allowed per the agreement.
  - Water rights dedication requirements have been updated in Exhibit G.
  - Parking has also been addressed in Exhibit J.
- When parking lots and existing roads need to be upgraded will be determined during the building permit approval process.
- The addition of new building or expansion of existing facilities is also addressed in the proposed amendment.
- Future parking problems that may occur is also addressed and gives the City the right to require more parking in the future if needed.
  - Staff is recommending that any potential future parking area sites are identified and a map identifying them is included in the master plan.
- Exhibit C has been revised to clearly define the resort area and designate permanent open space in the resort core. The open space will be delineated on the plat.
- Exhibit H has been revised to clearly state the required and permanent open space outside the resort core. The open space will be delineated on the plat.
- Exhibit G: Resort Master Plan Parking Calculations has a minor modification addressing the conversion of the Milk House to an Ice Cream Parlor.

The applicant has asked for combined parking approval by the City Council for the proposed plan. This item has been discussed by the City Council in a previous meeting and it was planned that parking would be addressed during the preliminary approval stage of each phase. Since then, Exhibit J has been added to the Amended Master Plan Agreement which proposes that the required parking stalls are reduced based on combined uses and nationally recognized studies for resort development. The City Council must specifically approve and proposals to combine parking. Section 16.13.39 (D) states the following:

*D. Combined Parking Areas. The required off-street parking and loading facilities may be provided collectively for two (2) or more buildings or uses, provided that the total number of parking spaces shall not be less than the sum of the requirements for each of the individual uses. Nevertheless, if the applicant can show, by using recognized studies a lower parking requirement or parking need based on noncurrent use, the City Council may reduce the amount of parking. If any modification is*

*proposed to the approval, then the combined parking will be reassessed, and additional parking may be required based on the proposed change or use.*

Exhibit J (please see attached) contains the parking requirement and the proposal to decrease the parking stall requirement based on combined parking, peak day factor, peak hour factor, and hotel factor. The basis for reducing the parking is based on the principle that if guests visit the resort, many of them will be eating at restaurants on-site, attending conferences on-site, golfing, and using other amenities, such as the swimming pools, so the number of parking stalls can be reduced. The peak day factor and peak hour factor also reduce parking based on the principle that peak parking demand for different uses do not occur at the same time or same day so parking can be reduced.

Staff has reviewed the proposal and agrees with the general idea of combined parking and reducing the number of stalls required on site, though, staff does not agree with the reduction of stalls in three categories which include Estate Homes, Existing Guest Rooms, and New Guest Rooms. The proposal reduces the required stalls for these uses by approximately 20%. Staff recommends that the required number of stalls should remain at 100% for these uses and not the reduced number as shown below under proposed stalls.

	<u>Required stalls</u>	<u>Proposed stalls</u>
Estate Homes	10	8
Existing Guest Rooms	125	100
New Guest Rooms	49	39

If proposed stalls are not approved and the required stalls is the still required, the development will still have the required amount of parking stalls (assuming all other combined parking is approved by the City Council). The parking in the master plan proposal is 428 stalls. If the proposed combined parking plan is approved, then 387 stalls would be required which will leave 41 extra stalls. If staff's recommendation is required, then the number of required stalls would increase by 37 to 424. This would still exceed the number of required stalls by four stalls. Ultimately, the City Council will need to decide if they will allow combined parking and by what amount. If future parking problems are identified, then parking may be required to address a lack of parking giving the City some flexibility to adjust to future issues.

**POSSIBLE FINDINGS:**

- The proposed amendments clarify items that have been discovered since the agreement was approved in September of last year.

- Parking and water rights have been considered and adjusted for the addition of the Milk House building being converted to an ice cream shop.
- A provision has been added that will allow the City to require construction of more parking if parking issues occur.

**ALTERNATIVE ACTIONS:**

1. Approval (conditional). This action can be taken if the City Council finds the proposal is in the best interest of the City.
  - a. Accept staff report
  - b. List accepted findings
  - c. Place condition(s) if needed
2. 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 is not in the best interest of the City.
  - a. Accept staff report
  - b. List accepted findings
  - c. Reasons for denial



## RESOLUTION 2021-02

### **A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING A SECOND AMENDMENT TO THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT**

**WHEREAS**, the Midway City Council is granted authority under Utah law to make agreements in the public interest and to further the business of Midway City; and

**WHEREAS**, the City Council deems it appropriate to adopt a second amendment to the Homestead Renovation and Expansion Master Plan Development Agreement.

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

Section 1: The attached Second Amendment to the Renovation and Expansion Master Plan Development Agreement for the Homestead Resort is hereby approved and adopted.

Section 2: The Mayor is authorized to sign the document on behalf of Midway City.

**PASSED AND ADOPTED** by the Midway City Council on the     day of             2021.

MIDWAY CITY

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Celeste Johnson, Mayor

ATTEST:

(SEAL)

Exhibit A



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

THIS SECOND AMENDMENT TO THE HOMESTEAD RENOVATION AND EXPANSION MASTER PLAN DEVELOPMENT AGREEMENT (the “**Second Amendment**”) is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Second Amendment Effective Date**”), by and between THE HOMESTEAD GROUP, LLC, a Utah limited liability company (“**Developer**”), and CITY OF MIDWAY, a political subdivision of the State of Utah (“**City**”).

**RECITALS**

A. City and Developer, as assignee of Legacy Resorts, LLC, assignee of The Homestead, Inc., entered into that certain Homestead Renovation and Expansion Master Plan Development Agreement dated September 18, 2008, recorded October 3, 2008, as Entry No. 340720, in Book 975, at Pages 2–43 in the office of the Wasatch County Recorder, as amended by First Amendment to the Homestead Renovation and Expansion Master Plan Development Agreement dated November 10, 2010, recorded December 6, 2010, as Entry No. 365137, in Book 1026, at Pages 1944–1954 in the office of the Wasatch County Recorder (collectively, the “**Development Agreement**”).

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

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

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

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

**AMENDMENTS**

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

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

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

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

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

b. **Water.** Section 3.1(b)(4) is amended to add the following after the last sentence in the paragraph:

If, in the future, Developer and/or its successors and assigns proposes to use M&I water shares to cover its water requirements under this Agreement, Developer and/or its successors and assigns shall be required to enter into an agreement acknowledging that M&I water requires a lease payment on an annual basis that will continue into perpetuity, and that even though these shares shall be dedicated to the City, the on-going liability of the lease amounts will be billed to Developer and/or its successors and assigns, who shall have the obligations to pay the lease payments on the M&I water as they come due.

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

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

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

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

c. Developer shall be allowed to build one building that is 40’ feet tall, measured from natural grade, within 500’ feet of Homestead Drive. This building shall be known as the “Wedding Barn” and shall have a setback of approximately 150’ from the right-of-way line from Homestead Drive. The City Council and the VAC have reviewed this issue and agree that the 40’ height is acceptable based on the following: the distance from Homestead Drive, elevation drop from Homestead Drive to the location of

the Wedding Barn, and that the location of the Wedding Barn does not greatly impact views of the Mound from Homestead Drive. Based on the foregoing, City shall permit construction of the Wedding Barn but shall also require that the Wedding Barn be taken through preliminary and final approval.

f. Project Plans. The Projects Plans set forth in Subsection (9) that were originally attached to and incorporated in the Development Agreement as Exhibits are amended with the following Exhibits that are attached to this Second Amendment and which replace in their entirety those corresponding Exhibits of the Development Agreement:

- a. Exhibit A – Legal Description of the Property
- b. Exhibit B – Resort Master Plans, Consisting of Sheet Numbers:
  - (0) Vicinity Map
  - (1) Master Site Plan
  - (2) Existing Conditions/Sensitive Lands Map
  - (3) Land Use Plan
  - (4) Golf Course Cottages
- c. Exhibit C – Resort Core Designations
- d. Exhibit D – Copy of Kantons Easement
- e. Exhibit E – Existing Infrastructure of the Mound
- f. Exhibit F – Quitclaim Deed (for portion of trail along Homestead Drive)
- g. Exhibit G – Water Rights
- h. Exhibit H – Open Space Designation
- i. Exhibit I – Operations Plan for Resort (as long as the Resort is owned by one owner this shall not be required but if multiple owners own the Resort in the future, Developer shall comply with Section 3.1(b)(7) of the Development Agreement)
- j. Exhibit J – Parking Plan (showing running total required for parking in each phase, demonstrating parking based on square footage which complies with the 2006 Code, and a disclosure that applicant understands that should any additional density be requested in the future (i.e. additional square footage) additional parking shall be required as well)

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

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

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

Canyon Road that will be a maintenance road. There is also an emergency access that is in the southwest area of the proposed plan that exits onto Homestead Drive. This access may also be used to connect to the Homestead Trail for guests of the resort. One proposed change from the 2008 plan is to move the south entrance from Homestead Drive farther to the south by 300'. The 2008 plan shows the entrance aligning with Bigler Lane, but the new entrance would create a new intersection. Developer feels that this change will create a better entry to the Resort and will help save trees on the Property.

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

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

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

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

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

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

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

(d) **Building Permits – Renovations of Existing Buildings**. As renovations of existing buildings that do not change the size of the existing facility or the nature of use of the existing facility, the City approves Developer applying for building permits for the following improvements within the Project without the need to submit any additional preliminary and/or final plat documents:

- (1) Guest room renovations.
- (2) Main lobby and current meeting room building improvements

(e) **Building Permits – Alteration of Use or Expansion of Existing Facilities**. The parties recognize that the following alterations expand the size of the facility or alter the nature of the use of the facility, and as such, will need to be analyzed at the time each

building permit is pulled to address issues regarding water, parking, and architectural review. The parties agree that these issues will be addressed in the building permit process, and that the Developer will not be required to submit any additional preliminary and/or final plat documents to obtain the issuance of a building permit for the renovations/alterations below, but will be required to submit documentation acceptable to the City Planner and City Engineer regarding water, parking, and architectural review:

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

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

*(f) **Parking:*** The Parties acknowledge that there has been an agreement to reduce required parking from approximately 900 stalls to 428 stalls. The Parties agree that if, at any time, the reduced number of stalls creates parking problems either within the Resort Core or to surrounding areas, the City, through the City Planner and City Engineer can require additional parking to be installed within the Resort Core. The Parties agree that should the Developer disagree with the requirements of City Staff, it can appeal Staff's decision to the City Council.

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

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

If to City:

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

If to Developer:

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

With copy to:

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

With copy to:

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

6. **Confirmation.** Except as amended and revised by this Second Amendment, all terms and conditions in the Development Agreement remain unchanged and in full force and effect. In the event of any conflict between the terms of this Second Amendment and the Development Agreement, this Second Amendment shall control. This Second Amendment may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement.

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

*[Signatures and Acknowledgments Follow]*

**DEVELOPER:**

THE HOMESTEAD GROUP, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Scott Jones  
Its: Manager

STATE OF UTAH                    )  
  ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Scott Jones, personally known to me or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the foregoing document, as the Manager of THE HOMESTEAD GROUP, LLC, a Utah limited liability company.

\_\_\_\_\_  
Notary Public

**CITY:**

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

By: \_\_\_\_\_  
Name: Celeste Johnson  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Brad Wilson, City Recorder

STATE OF UTAH            )  
                                  ss  
COUNTY OF WASATCH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Celeste Johnson and Brad Wilson, personally known to me or whose identities were proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and who acknowledged that they signed the foregoing document as Mayor and City Recorder, respectively, of CITY OF MIDWAY, a political subdivision of the State of Utah.

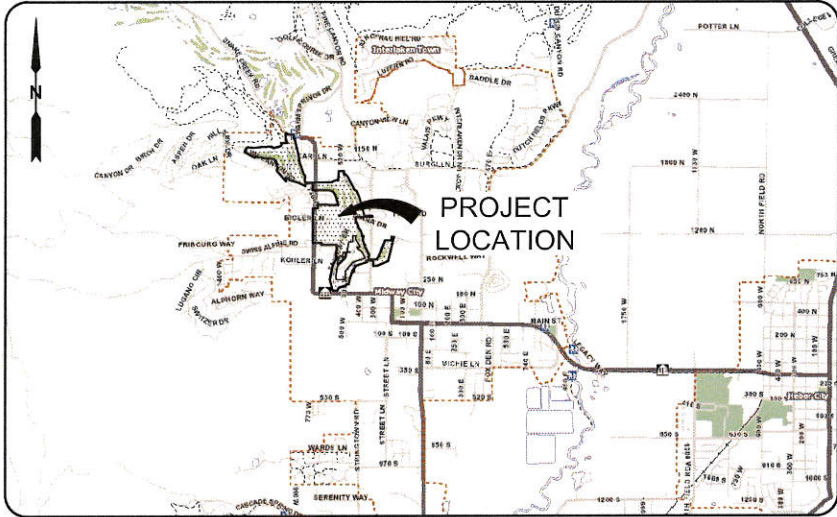
\_\_\_\_\_  
Notary Public



**[ATTACH EXHIBITS]**

# A.L.T.A./N.S.P.S. LAND TITLE SURVEY

LOCATED IN PORTIONS OF SECTION 27, 28 & 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN



VICINITY MAP

EXHIBIT A

## SURVEYOR'S CERTIFICATE

TO: THE HOMESTEAD GROUP LLC,  
FIRST AMERICAN TITLE INSURANCE COMPANY:  
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY OF WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2014 ANNUAL STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 18, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN OCTOBER, 2018.

BING CHRISTENSEN - PROFESSIONAL LAND SURVEYOR  
UTAH LICENSE NO. 145796  
10 WEST CENTER STREET  
SALT LAKE CITY, UTAH 84143  
405-554-0528

DATE

SURVEYOR'S SEAL

## SURVEY INDEX

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## SURVEY NARRATIVE

**PURPOSE:**  
AT THE INSTANCE OF THE CLIENT, THIS SURVEY REPRESENTS THE PERFORMANCE OF AN ALTA/NSPS LAND TITLE SURVEY IN CONFORMANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS AS ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION, THE AMERICAN CONGRESS ON SURVEYING AND MAPPING, AND THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (2014).

**CONTROLLING ELEMENTS AND CONCLUSIONS:**  
1. THIS SURVEY HAS COMMUNICATED DUE TO NUMBER OF PARCELS ASSOCIATED WITH THE OWNERSHIP AND INTEREST IN THE SUBJECT PROPERTY, INCLUDING FEE SIMPLE OWNERSHIP AND LICENSE, LEASE, AND EASEMENT INTERESTS, WITH SOME PARCELS BEING REFERENCED TO ONE SECTION CORNER AND OTHER PARCELS BEING REFERENCED TO ANOTHER SECTION CORNER, ETC. MORE SPECIFICALLY PARCELS 1 THROUGH 13 AND 41 THROUGH 43 ARE REFERENCED TO THE WEST ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WHICH IS AN EXISTING WASATCH COUNTY SURVEY MONUMENT THAT CORRECTLY IDENTIFIES THE LOCATION OF THE ORIGINAL OLD STONE MONUMENT FOR THIS SECTION CORNER. THEREFORE, IT IS THE OPINION OF THIS SURVEY THAT ALL PROPERTY DESCRIPTIONS REFERENCED TO THIS SECTION CORNER CAN BE ACCURATELY RETRACED USING THE EXISTING MONUMENT AS A BEARING.

PARCELS 15 THROUGH 18 ARE REFERENCED TO THE CENTER OF SAID SECTION 27. THE LOCATION OF THE CENTER HAS NEVER ORIGINALLY MONUMENTED AND THE LEGAL CENTER OF SECTION IS PRACTICALLY IMPOSSIBLE TO DETERMINE GIVEN THE LACK OF ORIGINAL STONE MONUMENT LOCATIONS SURROUNDING SAID SECTION 27. HOWEVER, SOME OF THE PROPERTY DESCRIPTIONS REFERENCED TO THE CENTER OF SECTION WERE CREATED USING A CALCULATED CENTER OF SECTION LOCATION BASED ON THE 1897 EAST 288.45 FEET FROM THE WEST ONE-QUARTER CORNER OF SECTION 27, MAKING IT POSSIBLE TO ACCURATELY RETRACE SUCH DESCRIPTIONS. INSTEAD, PARCEL 22 IS NOT SPECIFICALLY REFERENCED TO THE CALCULATED LOCATION FOR THE CENTER OF SECTION USED IN THE OTHER PARCELS LISTED AND, THEREFORE, IS THE ONLY PARCEL IN THIS GROUP WHOSE BOUNDARY LINES CANNOT BE RETRACED WITH CERTAINTY.

PARCELS 14, 19 THROUGH 25, 28 THROUGH 31, AND 46 AND 49 ARE ALL REFERENCED TO THE WHAT IS DESCRIBED AS THE PIPE MARKING THE LONG-ACCEPTED LOCATION OF THE ONE-QUARTER CORNER BETWEEN SECTIONS 27 AND 34. THE ACTUAL PIPE NO LONGER EXISTS BUT ITS POSITION IS REPERCUATED BY AN EXISTING MONUMENT ALIGNING ALL THESE PARCELS TO BE ACCURATELY RETRACED.

PARCELS 26, 27, 44, 45 ARE REFERENCED TO THE SOUTHWEST CORNER OF SAID SECTION 27 WHICH IS CURRENTLY MONUMENTED BY AN OFFICIAL COUNTY MONUMENT, BUT WHOSE LOCATION IS IN SERIOUS DOUBT AS BEING THE LOCATION OF THE ORIGINAL OLD STONE MONUMENT MARKING THE USE OF SAID MONUMENT SUBJECT TO RE-TRACING ANY PROPERTY DESCRIPTIONS REFERENCED TO THE SECTION CORNER.

PARCELS 32 THROUGH 40 AND PARCEL 47 ARE REFERENCED TO THE WEST ONE-QUARTER CORNER OF SECTION 27. THE WEST ONE-QUARTER CORNER OF SECTION 27 IS CURRENTLY MONUMENTED BY A WASATCH COUNTY SURVEY MONUMENT THAT ACCURATELY IDENTIFIES THE LOCATION OF THE ORIGINAL OLD STONE MONUMENT FOR THIS SECTION CORNER, AND THEREFORE CAN BE USED TO ACCURATELY RETRACE THE PROPERTY DESCRIPTIONS REFERENCED THERETO.

2. THIS SURVEY WAS EXECUTED UNDER THE ASSUMPTION THAT THE BASIS OF BEARINGS ESTABLISHED FOR THIS SURVEY CONFORMS TO TITLE BEARINGS.

3. THIS SURVEY REPRESENTS OPINIONS BASED ON FACTS AND EVIDENCE, AS THE EVIDENCE CHANGES OR IF NEW EVIDENCE IS DISCOVERED OR RECOVERED, THE SURVEYOR RESERVES THE RIGHT TO MODIFY OR ALTER HIS OPINION ACCORDINGLY.

4. THIS SURVEY AND ANY INFORMATION PROVIDED HEREON ARE INTENDED NEITHER TO CREATE NOR DESTROY LOT OF RECORD STATUS AND ASSOCIATED ENTIEMENTS. PROPERTY OWNERS AND INTERESTED PARTIES ARE ADVISED TO CONTACT CITY AND COUNTY PLANNING OFFICES FOR INFORMATION AND DIRECTION PERTAINING TO ISSUES OF LOT CONFORMANCE AND REQUIREMENTS FOR DEVELOPMENT.

5. THE EASTERLY BOUNDARY OF PARCELS 24, 25, AND 30 ARE WATER BOUNDARIES CONTROLLED BY EITHER THE EASTERLY OR WESTERLY BANKS OF SNAKE CREEK. THESE BOUNDARIES WERE MEASURED IN FEBRUARY, 2018 AND ARE SHOWN AS DASHED LINES. THESE BOUNDARIES ARE SUBJECT TO CHANGE DUE TO NATURAL CAUSES AND MAY OR MAY NOT REPRESENT THE ACTUAL LOCATION OF THE LINE OF TITLE.

6. THE FOLLOWING PARCELS FAIL TO MATHEMATICALLY CLOSE: 6, 8, 10, 20, 26, 27, 28, 37, 38, 41, 44, 45, AND 48.

7. IT WAS DETERMINED THAT NEW DESCRIPTIONS FOR PARCELS 6, PARCELS 11 AND 12, AND PARCELS 26, 27, 41, 44, 45, 47, 48, 50 MIGHT BE BENEFICIAL FOR FUTURE CONVEYANCES OF THESE PARCELS. THESE NEW DESCRIPTIONS ARE INCLUDED WITH THIS SURVEY.

8. IT IS THE OPINION OF THIS SURVEYOR THAT FIRST HOMESTEAD COUNTRY HOMES, AN AMENDMENT OF FIRST HOMESTEAD COUNTRY HOMES, SHOULD BE EXEMPTED FROM PARCELS 26, 27, 44, 45, 47 AND 50, SIMILAR TO THE EXCEPTION FOR PARCEL 41.

## ALTA/NSPS TABLE 'A' NOTES

- THE PROPERTY HAS A PHYSICAL ADDRESS OF 700 NORTH HOMESTEAD DRIVE.
- THE FLOOD ZONE CLASSIFICATIONS FOR MIDWAY CITY, SNAKE CREEK AND ZONE AE (DAMPEN) OF A STRAIN PLUS ARE ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF OBSTRUCTION SO THAT THE ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES OF FLOOD HEIGHTS AND ZONE X (AREAS OF 1% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVES FROM 1% ANNUAL CHANCE FLOOD) AS SHOWN ON FEMA FLOOD MAP PANEL 1145 OF 774, MAP NUMBER 48030012E, EFFECTIVE DATE MARCH 15, 2012.
- THE GROSS LAND AREA FOR SUBJECT PROPERTY IS AS SHOWN ON SHEET 4 AND GRAPHICALLY REPRESENTED ON SHEETS 3-11.
- ALL KNOWN APPURTENANCE OF SITE EASEMENTS OR SERVICED ARE AS SHOWN HEREON PER SHEET 7 - 11.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS ALTA/NSPS SURVEY WAS ESTABLISHED IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

## NEW DESCRIPTIONS FOR EXISTING PARCELS

### NEW DESCRIPTION FOR PARCEL 8:

BEGINNING NORTH 57.88 FEET AND EAST 10.81 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE WEST ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS, UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE), AND RUNNING THENCE NORTH 89°27'28" EAST 26.74 FEET; THENCE NORTH 4°58'12" EAST 26.80 FEET; THENCE NORTH 22°02'38" EAST 27.81 FEET; THENCE NORTH 0°11'51" WEST 45.71 FEET; THENCE NORTH 50°33'50" WEST 44.32 FEET; THENCE NORTH 00°18'50" WEST 148.97 FEET; THENCE SOUTH 00°48'53" WEST 70.01 FEET; THENCE SOUTH 09°33'33" EAST 62.16 FEET; THENCE SOUTH 03°24'00" EAST 60.53 FEET; THENCE WEST 23.52 FEET; THENCE NORTH 00°33'54" WEST 28.00 FEET; THENCE NORTH 07°03'27" EAST 84.68 FEET; THENCE NORTH 15°04'47" WEST 73.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHWESTERLY WITH A RADIUS OF 71.50 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 74°19'18" WEST; THENCE NORTHWESTERLY 23.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°26'41" (CHORD BEARS NORTH 47°09'02" WEST 22.45 FEET); THENCE NORTH 78°37'31" WEST 152.04 FEET; THENCE NORTH 78°19'00" WEST 141.48 FEET; THENCE SOUTH 80°54'25" EAST 143.36 FEET; THENCE NORTH 89°05'14" WEST 162.78 FEET; THENCE NORTH 89°24'58" WEST 152.54 FEET; THENCE NORTH 15°29'53" WEST 52.85 FEET; THENCE NORTH 58°51'00" WEST 289.58 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHWESTERLY WITH A RADIUS OF 117.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 31°08'00" WEST; THENCE NORTHWESTERLY 142.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°13'12" (CHORD BEARS NORTH 62°27'42" WEST 148.19 FEET); THENCE NORTH 21°13'14" EAST 26.06 FEET; THENCE NORTH 30°30'00" EAST 128.88 FEET; THENCE NORTH 80°39'00" EAST 38.27 FEET; THENCE SOUTH 84°03'16" EAST 103.27 FEET; THENCE SOUTH 84°03'16" EAST 103.27 FEET; THENCE NORTH 86°14'25" EAST 201.84 FEET; THENCE NORTH 80°48'20" EAST 131.48 FEET; THENCE NORTH 86°00'17" EAST 328.48 FEET; THENCE SOUTH 09°27'41" EAST 72.08 FEET; THENCE NORTH 86°14'25" EAST 143.36 FEET; THENCE NORTH 80°39'00" EAST 60.87 FEET; THENCE NORTH 85°23'28" EAST 182.20 FEET; THENCE NORTH 22°14'54" EAST 123.23 FEET; THENCE NORTH 82°57'41" EAST 172.59 FEET; THENCE EAST 172.59 FEET; THENCE SOUTH 21°26'28" EAST 31.38 FEET; THENCE SOUTH 10°18'00" EAST 100.00 FEET; THENCE SOUTH 02°49'00" EAST 100.00 FEET; THENCE SOUTH 12°14'00" EAST 100.00 FEET; THENCE SOUTH 04°04'00" EAST 100.00 FEET; THENCE SOUTH 03°05'00" WEST 200.00 FEET; THENCE SOUTH 18°45'00" WEST 100.00 FEET; THENCE SOUTH 22°50'00" WEST 100.00 FEET; THENCE SOUTH 05°44'00" WEST 50.73 FEET TO THE POINT OF BEGINNING.

### NEW DESCRIPTION FOR PARCELS 11 AND 12 COMBINED:

BEGINNING SOUTH 822.88 FEET AND EAST 1003.08 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE WEST ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS, UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE), AND RUNNING THENCE NORTH 89°12'00" EAST 87.45 FEET; THENCE NORTH 01°39'47" EAST 30.25 FEET; THENCE NORTH 89°12'00" WEST 80.27 FEET; THENCE SOUTH 00°49'00" WEST 25.38 FEET; THENCE NORTH 89°12'00" WEST 80.27 FEET; THENCE SOUTH 02°18'47" WEST 28.20 FEET; THENCE NORTH 89°12'00" WEST 75.45 FEET; THENCE NORTH 00°49'00" EAST 250.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5.832 ACRES.

### NEW DESCRIPTION FOR PARCELS 26, 27, 41, 44, 45, 47, AND 50 COMBINED:

BEGINNING SOUTH 1462.58 FEET AND EAST 1182.97 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE WEST ONE-QUARTER CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS, UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE), AND RUNNING THENCE SOUTH 89°09'00" EAST 761.80 FEET; THENCE SOUTH 00°48'00" WEST 17.93 FEET; THENCE SOUTH 89°17'00" EAST 729.38 FEET; THENCE SOUTH 09°23'34" WEST 432.03 FEET; THENCE WEST 58.30 FEET; THENCE SOUTH 50°04'00" WEST 24.23 FEET; THENCE SOUTH 02°24'47" EAST 117.45 FEET; THENCE SOUTH 89°07'00" WEST 66.33 FEET; THENCE SOUTH 00°34'47" WEST 8.08 FEET; THENCE SOUTH 00°34'47" WEST 81.615 FEET; THENCE NORTH 80°00'00" WEST 132.03 FEET; THENCE SOUTH 00°00'00" EAST 207.45 FEET; THENCE NORTH 89°07'00" WEST 151.53 FEET; THENCE SOUTH 00°00'00" WEST 388.45 FEET; THENCE NORTH 87°08'48" EAST 131.85 FEET; THENCE SOUTH 03°00'00" EAST 2.78 FEET; THENCE SOUTH 88°57'00" WEST 277.55 FEET; THENCE NORTH 09°00'00" EAST 408.50 FEET; THENCE NORTH 89°32'27" EAST 325.38 FEET; THENCE NORTH 00°01'38" WEST 89.74 FEET; THENCE SOUTH 89°58'20" WEST 192.77 FEET; THENCE SOUTH 00°01'38" EAST 216.88 FEET; THENCE SOUTH 00°01'38" WEST 89.74 FEET; THENCE SOUTH 87°51'44" WEST 89.18 FEET; THENCE SOUTH 87°51'44" WEST 182.00 FEET; THENCE SOUTH 80°00'00" WEST 560.88 FEET; THENCE NORTH 00°48'00" EAST 78.38 FEET; THENCE SOUTH 00°00'00" WEST 340.58 FEET; THENCE NORTH 00°00'00" EAST 1306.35 FEET; THENCE NORTH 88°00'00" EAST 200.41 FEET; THENCE NORTH 02°04'22" WEST 141.88 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:  
ANY PORTION LYING WITHIN FIRST HOMESTEAD COUNTRY HOMES, AN AMENDMENT OF FIRST HOMESTEAD COUNTRY HOMES, A P.L.D. RECORDED JULY 17, 2007, AS ENTRY NO. 233287, IN BOOK 945, AT PAGE 531 OF OFFICIAL RECORDS.

This survey is representative of the entire Homestead project, including all fee simple land, leased land and easements associated with the golf course, resort and resort operations. Not all areas within the land survey are part of the Master Plan Amendment, and as such, the land included within this survey is not all part of the open space designation described in the Master Plan Amendment. This document is only a land description reference of the areas associated with the Homestead, not necessarily as part of the Master Plan Amendment.

PROJECT L19-212	PREPARED FOR THE HOMESTEAD GROUP LLC.
SHEET 1 OF 11	PROJECT HOMESTEAD RESORT PROPERTY

## A.L.T.A. / N.S.P.S. LAND TITLE SURVEY

LOCATED IN PORTIONS OF SECTION 27, 28 & 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLBAM  
WASATCH COUNTY, UTAH

DRAWN BY: RMS		OPINION 10/19/2018
REVIEWED BY: BC/MPJ		
ISSUE DATE: 10/19/2018	Summit Engineering Group Inc. Structural & Civil Surveying 14 WEST CENTER - P.O. BOX 100 SALT LAKE CITY, UTAH 84143 P. 408-554-0528 F. 408-554-0528	QUALITY ASSURANCE ALL DRAWINGS SHALL BE CHECKED FOR ACCURACY AND COMPLETENESS BY A QUALITY ASSURANCE ENGINEER OR SURVEYOR. ALL DRAWINGS SHALL BE CHECKED FOR ACCURACY AND COMPLETENESS BY A QUALITY ASSURANCE ENGINEER OR SURVEYOR. ALL DRAWINGS SHALL BE CHECKED FOR ACCURACY AND COMPLETENESS BY A QUALITY ASSURANCE ENGINEER OR SURVEYOR.





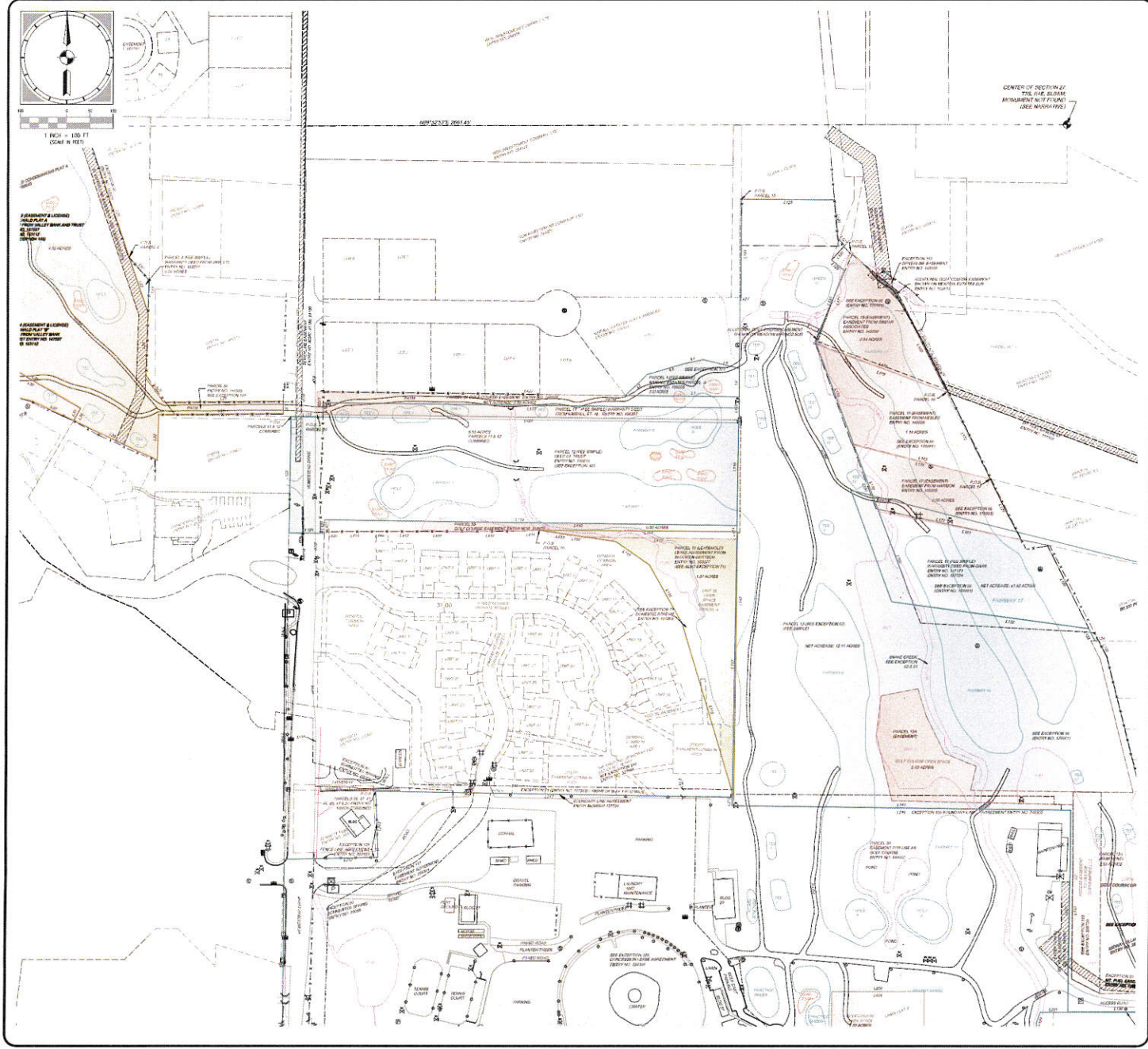








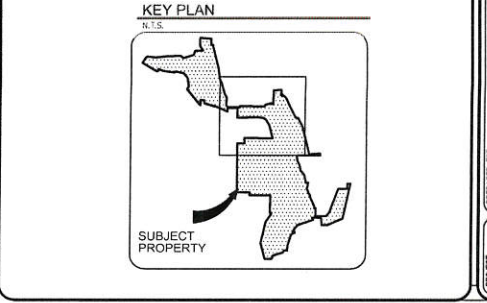
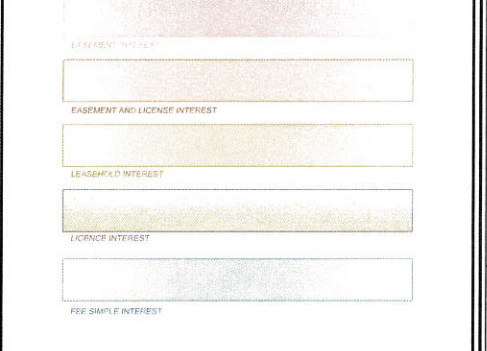




### LEGEND

▲ WET GROUND/MARSH	⊕ TELEPHONE PEDESTAL	⊕ FOUND SECTION CORNER
⊙ TREE	⊕ TELEPHONE MANHOLE	⊕ FOUND QUARTER CORNER
⊕ GULLY	⊕ ELECTRICAL PEDESTAL	⊕ FOUND MONUMENT
⊕ STORM DRAIN MAN HOLE LID	⊕ ELECTRIC BOX ON PAD	⊕ FOUND REBAR
⊕ STORM DRAIN CATCH BASIN	⊕ ELECTRICAL METER	⊕ FOUND REBAR AND CAP
⊕ WATER VALVE LID	⊕ CATV PEDESTAL	⊕ FOUND NUB AND JACK
⊕ WATER METER	⊕ GAS METER VALVE	⊕ FOUND PK NAIL
⊕ WATER SERVICE	⊕ UTILITY CONNECTION	⊕ FOUND SCRIBED "X"
⊕ WELL	⊕ BOLLARD	⊕ FOUND CONTROL POINT
⊕ FIRE HYDRANT	⊕ STOP SIGN	⊕ FOUND IRON NAIL MARKER
⊕ FIREWALKER HEAD	⊕ STREET SIGN	⊕ FOUND REBAR MARK
⊕ IRRIGATION CONTROL BOX	⊕ TRAFFIC SIGN	⊕ SET REBAR/STAMPED ALS-VALVE
⊕ SANITARY SEWER MANHOLE LID	⊕ PRIVATE POLE	⊕ SET MONUMENT
⊕ SANITARY SEWER CLEAN OUT	⊕ MAIL BOX	⊕ SET NUB AND JACK
⊕ SANITARY SEWER CLEAN OUT	⊕ FOUNTAIN	⊕ SET PK NAIL
⊕ SET BENCHMARK	⊕ PILLAR	⊕ SET SCRIBED "X"
⊕ SET BENCHMARK	⊕ SET CONTROL POINT STATION	

THIS PLAT MAP DOES NOT PURPORT TO SHOW EITHER IN FACT OR BY CIRCUMSTANCE, ANY OF ALL UTILITY COMPANY PIPES, WIRES, SERVICE BOXES, ETC., EITHER IN SERVICE OR ABANDONED, THAT MAY EXIST ON OR NEAR THE SUBJECT PROPERTY. SUPERSEDED ANY INDICATION AS TO THE LOCATION OF UNDERGROUND UTILITIES THAT MAY BE SHOWN ON THIS PLAT MAP IS BASED STRICTLY ON OBSERVABLE SURFACE EVIDENCE AND/OR VERBAL EXPLANATIONS. ALSO, ALTHOUGH A BELIEF STATEMENT WAS MADE TO CONTACT ALL UTILITY COMPANIES FOR INFORMATION FOR THIS SURVEY, NO USEFUL OR RELIABLE UTILITY MAPS OF RECORD WERE AVAILABLE TO THE SURVEYOR TO HELP ACCURATELY DETERMINE THE PRECISE LOCATION OF UNDERGROUND UTILITIES. NOTICE: ONLY BY OBTAINING ON THE EXACT LOCATION OF UNDERGROUND UTILITIES BE DETERMINED. CONTRACTORS, BUILDERS, AND EXCAVATORS ARE ADVISED TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION BY CONTACTING CORRESPONDING UTILITY COMPANIES (FOR BLUE STATES OF IOWA CALL 1-800-842-4111).



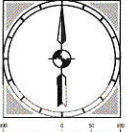
SUMMIT ENGINEERING GROUP, INC.  
1000 WEST 1000 SOUTH, SUITE 100  
SALT LAKE CITY, UTAH 84119  
TEL: 801-487-1111  
WWW.SUMMITENGINEERING.COM

**Summit Engineering Group Inc.**  
Structural • Civil • Surveying  
1000 WEST 1000 SOUTH, SUITE 100  
SALT LAKE CITY, UTAH 84119

PROJECT: THE HOMESTEAD GROUP LLC, PROJECT: HOMESTEAD RESORT PROPERTY  
DRAWN BY: RMB  
REVIEWED BY: BC/MPJ  
SCALE: AS SHOWN  
DATE: 10/17/2019

LOCATED IN PORTIONS OF SECTION 36, T4N, R12E, S40E, WASHCO COUNTY, UTAH

PREPARED FOR: THE HOMESTEAD GROUP LLC, PROJECT: HOMESTEAD RESORT PROPERTY  
PROJECT: L19-212  
SHEET: 8 OF 11



**LEGEND**

- |                              |                             |                                |
|------------------------------|-----------------------------|--------------------------------|
| ▲ WET GROUND/MARSH           | ⊕ TELEPHONE PEDESTAL        | ⊕ FOUND SECTION CORNER         |
| ⊕ TREE                       | ⊕ TELEPHONE MANHOLE         | ⊕ FOUND QUARTER CORNER         |
| ⊕ COLLEMBET                  | ⊕ ELECTRICAL PEDESTAL       | ⊕ FOUND INCLINEMENT            |
| ⊕ STORM DRAIN MAN HOLE LID   | ⊕ ELECTRICAL BOX ON PAD     | ⊕ FOUND REBAR                  |
| ⊕ WATER VALVE LID            | ⊕ ELECTRICAL METER          | ⊕ FOUND REBAR AND CAP          |
| ⊕ WATER METER                | ⊕ CATV PEDESTAL             | ⊕ FOUND FUR AND TACK           |
| ⊕ WATER SERVICE              | ⊕ GAS METER VALVE           | ⊕ FOUND TYPICAL NAIL           |
| ⊕ WELL                       | ⊕ SATELLITE DISH            | ⊕ FOUND SCRIBED "X"            |
| ⊕ FIRE HYDRANT               | ⊕ UTILITY CONNECTION        | ⊕ FOUND CONTROL POINT          |
| ⊕ SPRINKLER HEAD             | ⊕ ROLLING                   | ⊕ FOUND IR ID BY MARKER        |
| ⊕ IRRIGATION CONTROL BOX     | ⊕ STOP SIGN                 | ⊕ FOUND BENCH MARK             |
| ⊕ SANITARY SEWER MANHOLE LID | ⊕ STREET SIGN               | ⊕ SET IR/CAP STAMPED ALS-USION |
| ⊕ SANITARY SEWER CLEAN OUT   | ⊕ TRAFFIC SIGN              | ⊕ SET MONUMENT                 |
| ⊕ POWER POLE                 | ⊕ PRIVATE SIGN              | ⊕ SET HUB AND TACK             |
| ⊕ GUY POLE                   | ⊕ MAIL BOX                  | ⊕ SET PIN NAIL                 |
| ⊕ POWER & LIGHT POLE         | ⊕ FOUNTAIN                  | ⊕ SET PIN NAIL                 |
| ⊕ LIGHT POLE                 | ⊕ PILLAR                    | ⊕ SET SCRIBED "X"              |
| ⊕ GROUND GUY ANCHOR          | ⊕ SET CONTROL POINT STATION |                                |
| ⊕ SET BENCH MARK             |                             |                                |

THIS PLAN MAP DOES NOT PURPORT TO SHOW EITHER IN FACT OR BY OPERATIONS, ANY OF ALL UTILITY COMPANY PIPES, WELLS, SERVICE BORES, ETC., EITHER IN SERVICE OR ABANDONED, THAT MAY EXIST ON OR NEAR OR SUBJECT PROPERTY. SUBSEQUENT ANY INDICATION AS TO THE LOCATION OF UNDERGROUND UTILITIES THAT MAY BE SHOWN ON THIS PLAN MAP IS BASED SIMPLY ON OBSERVABLE SURFACE EVIDENCE AND/OR VISUAL EXPLANATIONS. ALSO, A "HOLD" OR "STOP" OFFER, BEING MADE TO CONTACT ALL UTILITY COMPANIES FOR INFORMATION, FOR THE SURVEYING OF RELIABLE UTILITY MAPS OF RECORD, MUST BE AVAILABLE TO THE SURVEYOR TO HELP ACCURATELY DETERMINE THE PROPER LOCATION OF UNDERGROUND UTILITIES. THEREFORE, ONLY BY DILIGENT CARE CAN THE EXACT LOCATION OF UNDERGROUND UTILITIES BE DETERMINED. CONTRACTORS, BUILDERS, AND EXCAVATORS ARE ADVISED TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND/OR EXCAVATION BY CONTACTING CORRESPONDING UTILITY COMPANIES FOR BLUE STAKES OR MARKING. CALL 1-800-662-1111.

PLATTED ADDRESS: \_\_\_\_\_  
 UNPLATTED ADDRESS: \_\_\_\_\_  
 FENCE LINE: \_\_\_\_\_

PREVIOUS INTEREST

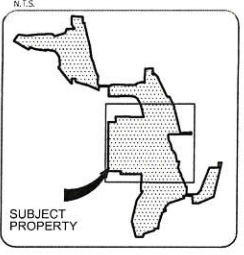
EASEMENT AND LICENSE INTEREST

LEASEHOLD INTEREST

LICENSE INTEREST

SEE SIMPLE INTEREST

**KEY PLAN**



PROJECT: THE HOMESTEAD GROUP LLC.  
 SHEET: L18-212  
 DATE: 9 OF 11

PREPARED FOR: THE HOMESTEAD GROUP LLC.  
 PROJECT: HOMESTEAD RESORT PROPERTY

LOCATED IN PORTIONS OF MAP 3 SOUTH, RANGE 4 EAST, SUBRANGE 10M  
 WASHINGTON COUNTY, UTAH

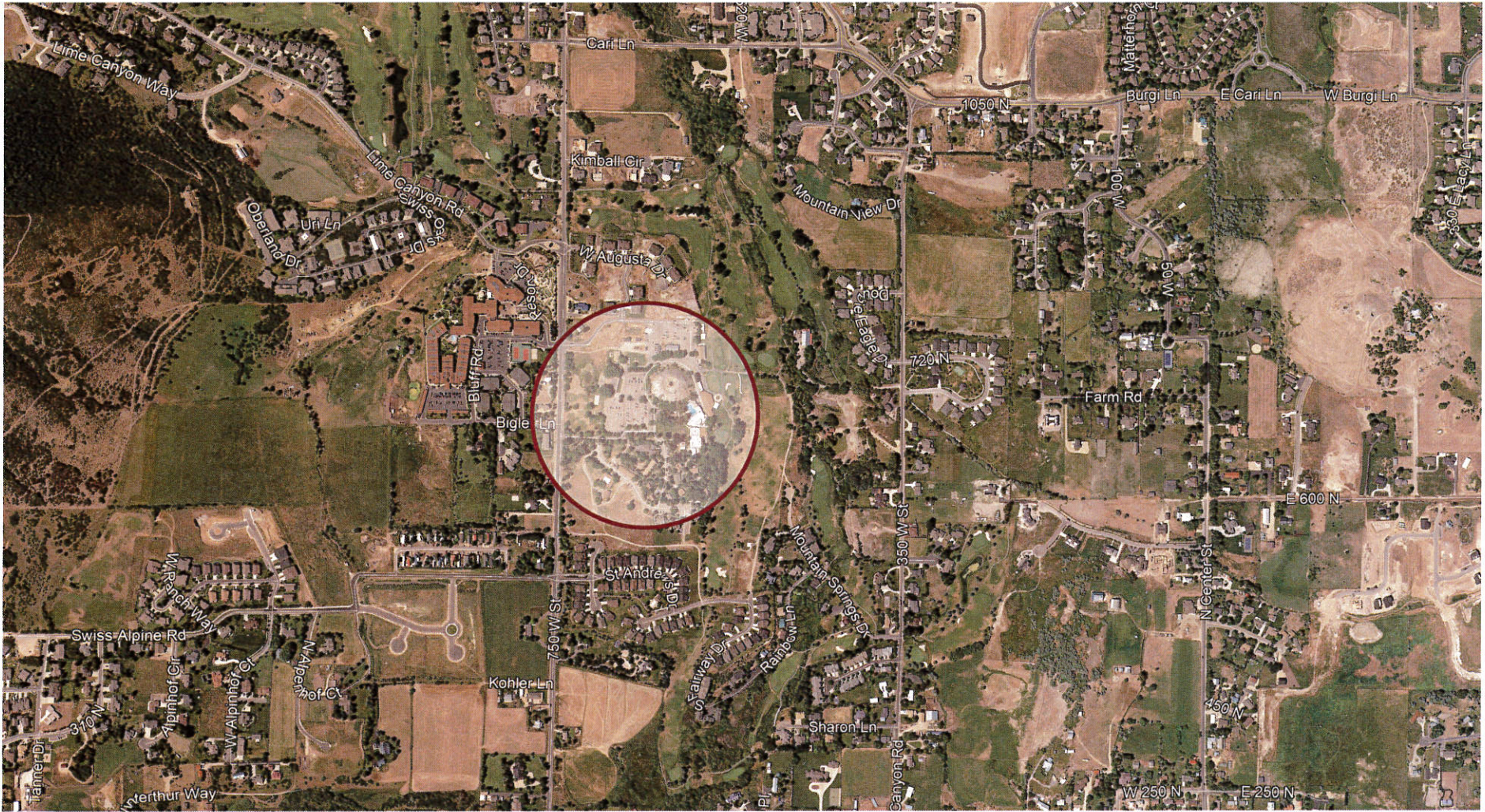
DRAWN BY: RMB  
 REVIEWED BY: BC/MPJ  
 ISSUE DATE: 10/19/2019

Summit Engineering Group Inc.  
 Summit • City • Kearns  
 10000 S. STATE ST. SUITE 100  
 SALT LAKE CITY, UT 84119  
 TEL: 801-487-8888  
 FAX: 801-487-8889  
 WWW.SUMMITENGINEERING.COM





# EXHIBIT B-0



## HOMESTEAD RESORT | CONTEXT AERIAL

JANUARY 4, 2021

LloydArchitects  
SALT LAKE CITY | SEATTLE

FFKR | LANDSCAPE & PLANNING

# EXHIBIT B-1

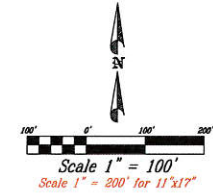
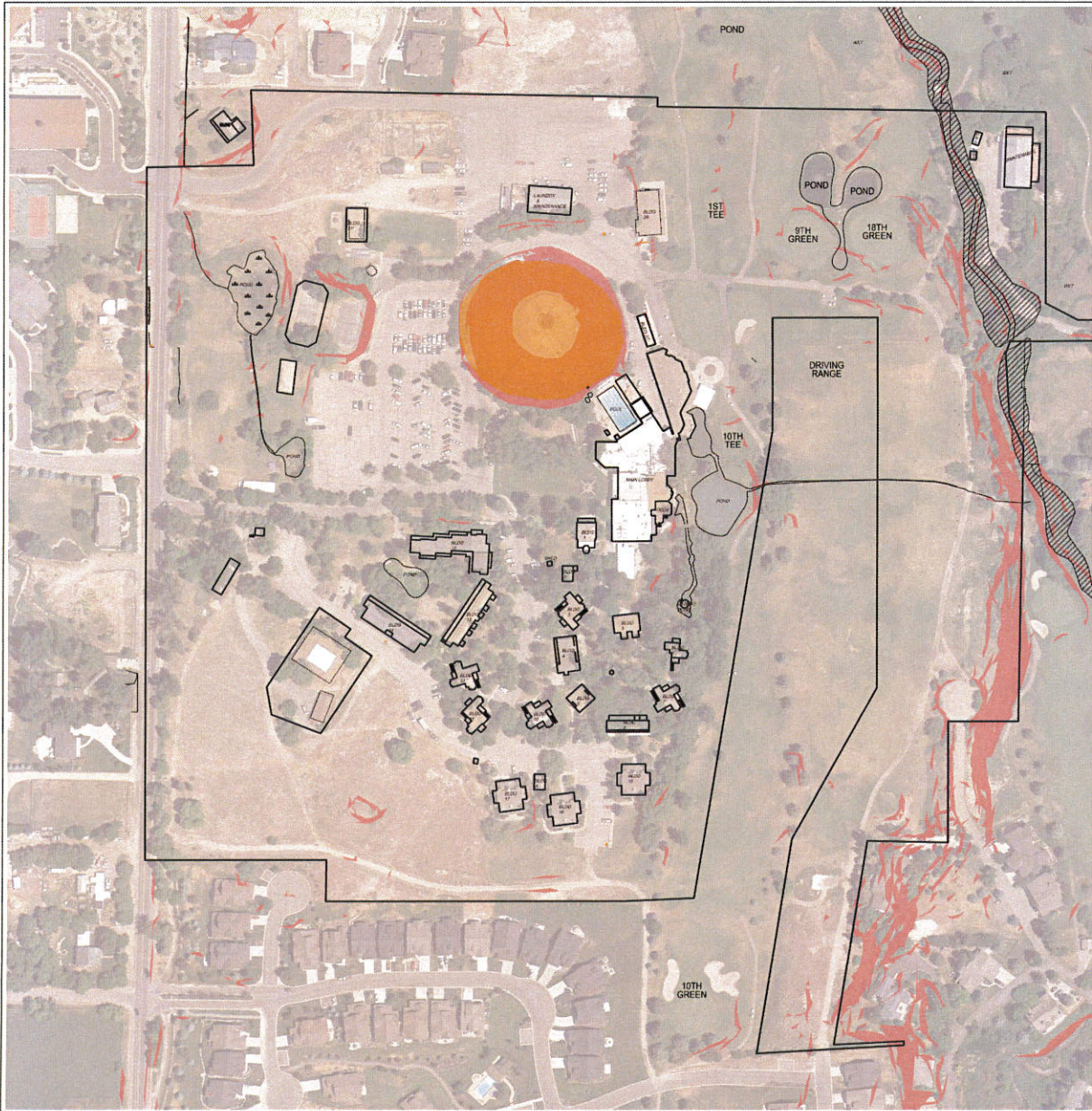


## HOMESTEAD RESORT | PRELIMINARY PLAN | SITE CONCEPT

JANUARY 4, 2021

LloydArchitects  
SALT LAKE CITY • SEATTLE

FFKR | LANDSCAPE & PLANNING



**EXISTING CONDITIONS:**

EXISTING BUILDING FOOTPRINT	116,196 SF
EXISTING PARKING SPACES	558 SPACES
EXISTING ASPHALT	7.20 ACRES

**LEGEND:**

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

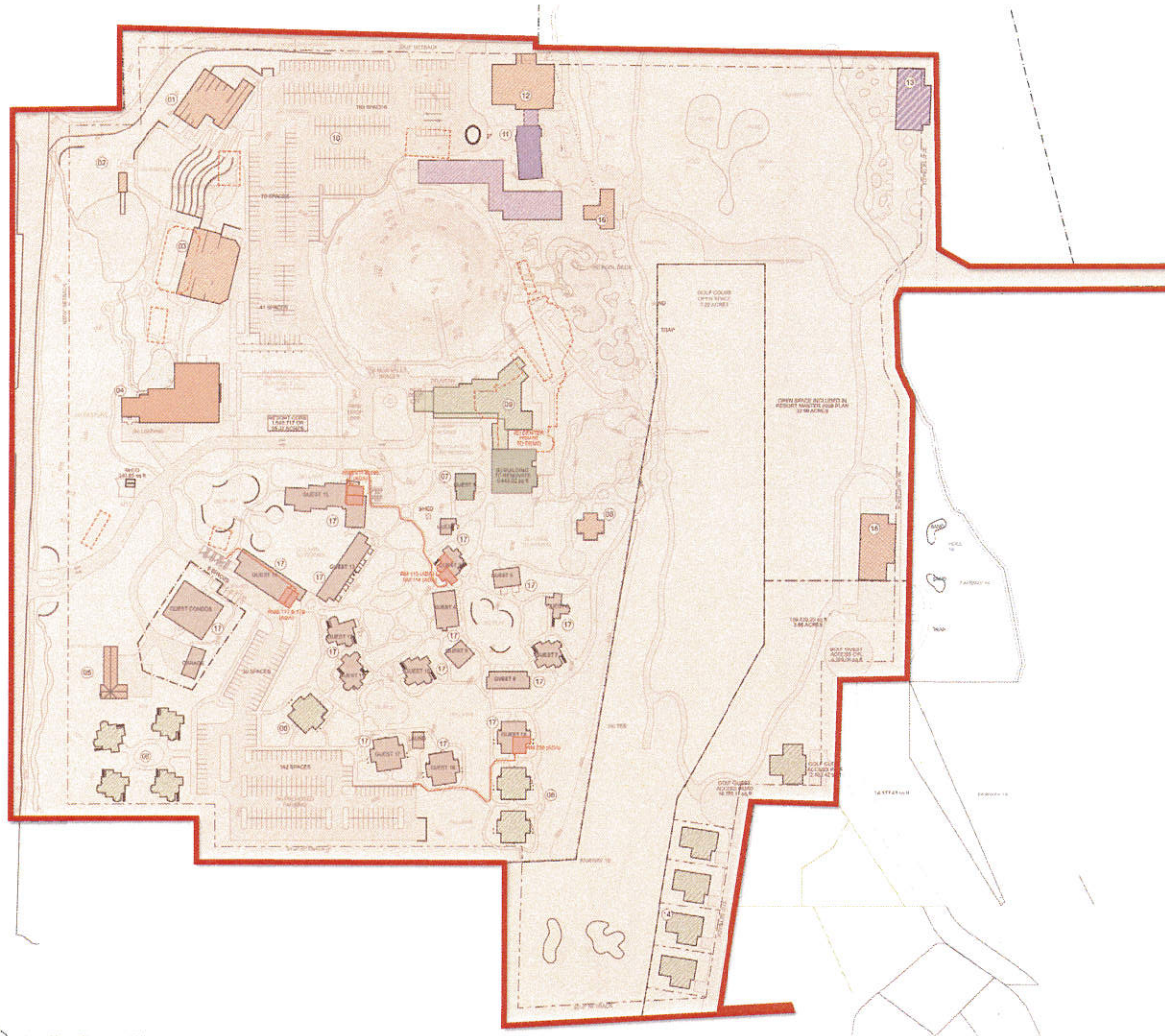
THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.  
 PAUL D. BERG, P.E.  
 SERIAL NO. 255985  
 DATE: 4 JANUARY 2021

SLATE CANYON THE HOMESTEAD	
EXISTING CONDITIONS & SENSITIVE LANDS	
	
380 E Main St, Suite 204 Midway, UT 84049 ph 435.657.9749	
DESIGN BY: CMB DRAWN BY: CMB	DATE: 4 JAN 2021 REV: _____ SHEET 74






# EXHIBIT B-3



## LEGEND:

 Recreational Resort Zone (RZ)

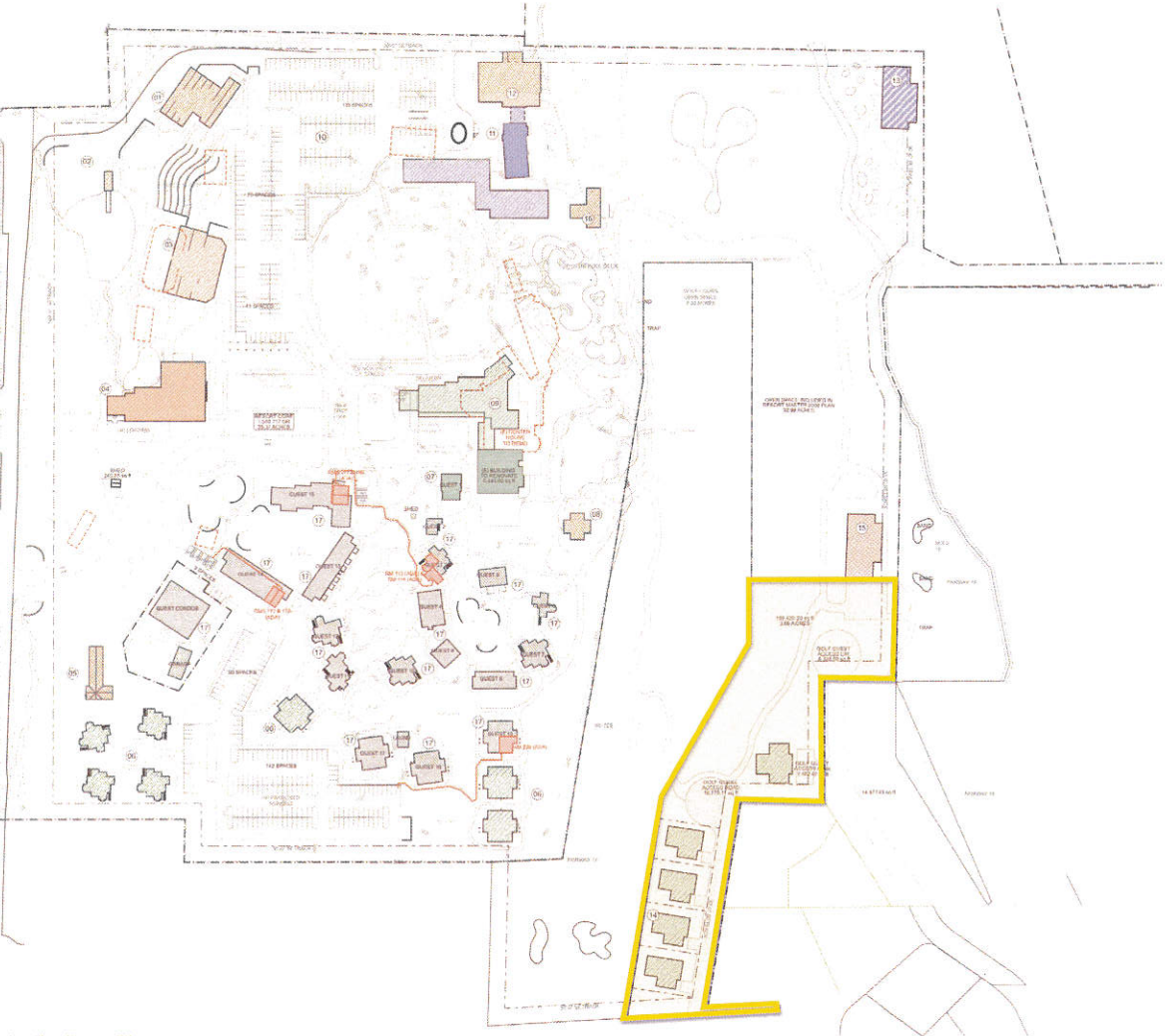


**HOMESTEAD RESORT | PRELIMINARY PLAN | LAND USE**  
JANUARY 4, 2021

**LloydArchitects**  
SALT LAKE CITY • SEATTLE

**FFKR** | LANDSCAPE & PLANNING

# EXHIBIT B-4



**LEGEND:**

 Golf Course Cottages

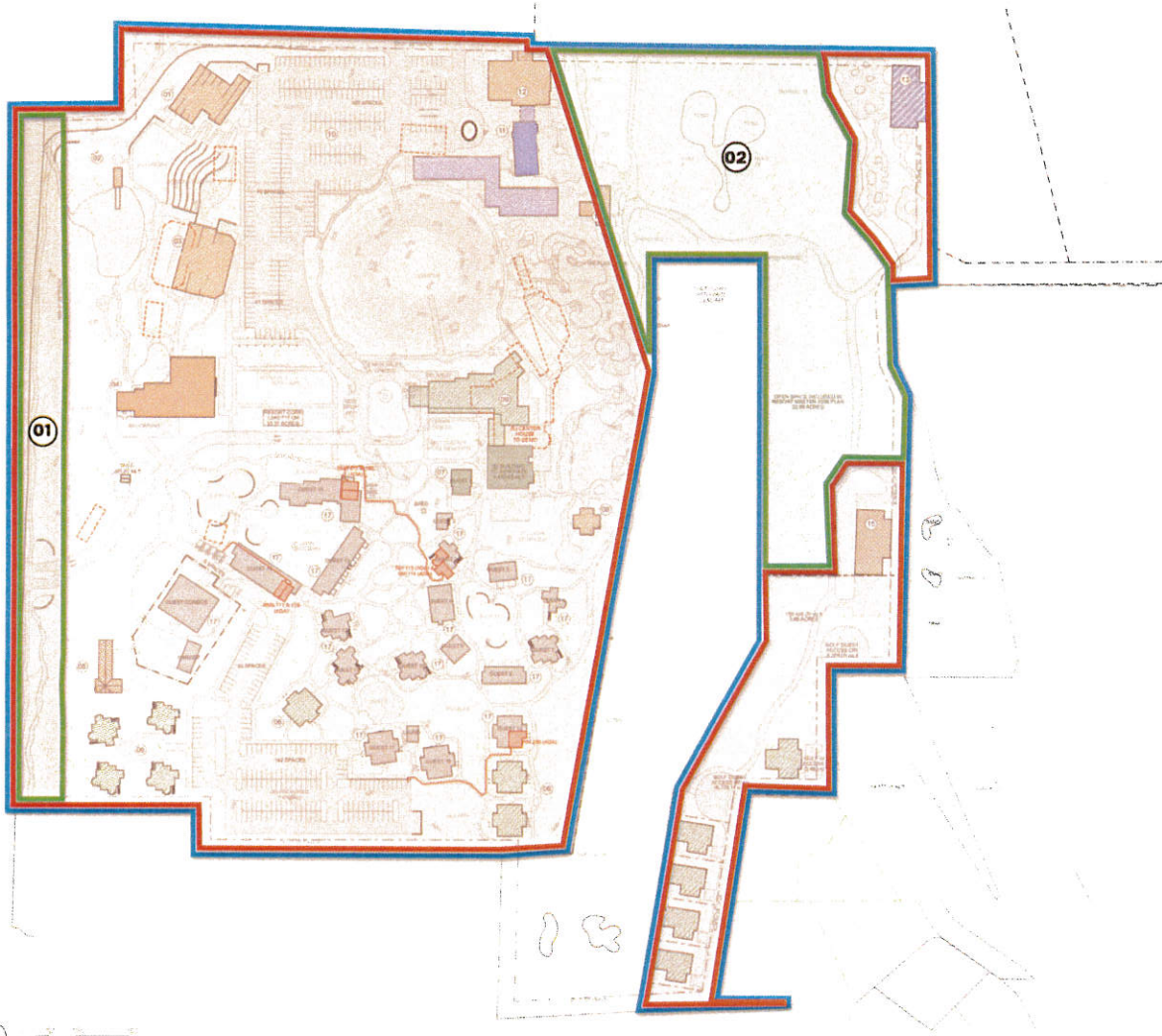


**HOMESTEAD RESORT | PRELIMINARY PLAN | GOLF COURSE COTTAGES**  
JANUARY 4, 2021

**LloydArchitects**  
SALT LAKE CITY • SEATTLE

**FFKR** | LANDSCAPE & PLANNING

# EXHIBIT C



**LEGEND:**

- Developable Area
- Resort Core: 51.32 Acres
- Permanent Open Space in Resort Core: 10.53 Acres
- 01 100' Open Space along Homestead Drive: 3.00 Acres
- 02 Golf Course Open Space in Resort Core: 7.53 Acres

**NOTE:**  
 Only the Resort Core areas shown on this exhibit may be developed. Golf course open space or open space along Homestead Drive included in the Master Plan is prohibited from development.



## Exhibit D

### Kantons Easement

Access and Utility easements as shown on the plat for The Kantons of Midway P.U.D. recorded April 12, 2006, as Entry No. 299707, in Book 845, at Page 509, and as Amended plat for The Kantons of Midway P.U.D. recorded June 12, 2007, as Entry No. 321488, in Book 942, at Page 82, and as Second Amended plat for The Kantons of Midway P.U.D. recorded May 15, 2014, as Entry No. 400867, in Book 1105, at Page 25 all of Official Records.

# EXHIBIT E



## LEGEND:

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

## HOMESTEAD RESORT | PRELIMINARY PLAN | MOUND INFRASTRUCTURE

JANUARY 4, 2021



LloydArchitects  
SALT LAKE CITY | SEATTLE

FFKR | LANDSCAPE & PLANNING

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Midway City  
P.O. Box 277  
Midway City, UT 84049

**QUITCLAIM DEED**

THE HOMESTEAD GROUP, LLC, a Utah limited liability company, Grantor, does hereby convey and quitclaim to MIDWAY CITY, a Utah municipal corporation, Grantee, the property legally described and depicted on Exhibit A attached hereto and incorporated herein by reference. (“**Property**”).

**USES AND OBLIGATIONS**

- A. **Public Access:** The parties agree that the Property deeded to Grantee shall be available to the general public as a recreational pathway for all types of recreational activity (“**Trail**”).
- B. **Trail Construction and Maintenance:** Grantee, at its sole cost, shall have the right to construct, reconstruct, repair, maintain, replace, and/or monitor the Trail built on the Property, including, but not limited to repairing pavement and/or trail surfaces, replacing material, repairing systems, and controlling erosion, weeds, litter, etc. Grantee, at its sole discretion, shall choose the type of surface for the Trail, which may include a permanent, impervious covering such as pavement or asphalt, and/or a backcountry surface such as gravel if deemed appropriate. Should a flood wash out or damage the Trail, Grantee shall have the right to reconstruct it, and to do any necessary fill work or install any necessary structures (i.e. culverts, bridges, etc.) needed to assure the Trail has continued connectivity and functionality. Grantor shall have no obligation nor responsibility regarding on-going maintenance of the Trail.
- C. **Tree Removal:** Grantor shall remove, at its sole cost and expense, all trees currently growing between Homestead Drive and the west edge of the Trail. Once these trees are removed, Grantee will have the ongoing obligation to control tree and weed growth between the Trail and Homestead Drive. Grantor shall remove all trees and existing overgrowth within the 2’ feet area on the east of the Trail so that the Trail can have an appropriate shoulder.
- D. **Tree Installation:** Grantor and Grantee agree to share equally in the costs to plant trees along the eastern edge of the Trail, which will serve the purpose, over time, of providing a protective barrier between the Trail and golf course.
- E. **Net Installation:** Grantee, at its sole expense, shall install netting along the eastern edge of the Trail for the purpose of protecting those using the Trail from the golf course, including any errant golf balls. Nets will be placed in height and location as deemed necessary by Grantee’s engineer in consultation with Grantor. Nets will further be of a type and appearance approved by Grantor. Grantee shall have all on-going maintenance obligations regarding the netting and shall maintain the same in good condition and repair. It is understood that the trees planted along the eastern edge of the Trail will, over time, create a natural barrier between the Trail and the golf course, and that the netting may be removed once Grantee and Grantor mutually agree that the tree growth is sufficient to protect the public and

users of the Trail. In the event Grantee fails to maintain the netting as required herein, and fails to remedy the same within thirty (30) days after receiving written notice from Grantor, Grantor may perform such maintenance whereupon Grantee agrees to immediately reimburse Grantor for the costs incurred by Grantor in completing the same.

- F. **Irrigation Lines:** There are several irrigation lines owned by Grantor that run into the Property being deeded to Grantee. Grantor shall remove these lines at its own cost prior to Grantee building the Trail.
- G. **Utility Easements:** There are also several main utility lines that run from the road under the Property being deeded to Grantee. Grantee does hereby grant a utility easement for each of these existing lines, in a width of 20 feet, to Grantor for the sole purpose of maintaining, operating, replacing and servicing these utility lines onto Grantor's property. Grantor understands that a paved trail will be installed over these existing lines and that any needed maintenance or repair to the lines that require alteration or repair of the trail will be the sole responsibility of Grantor.
- H. **Landscaping:** Grantee shall use care in installing the Trail so as not to unreasonably cut or remove vegetation or existing landscaping around the Trail. Grantor shall be responsible, at its sole cost, for all landscaping on the east side of the Trail.
- I. **Reverter:** In the event the Property ceases to be used as a public recreational pathway, Grantee, at the request of Grantor, shall promptly reconvey the Property to Grantor, without cost, free of the obligations imposed upon the Property as provided for herein.
- J. **Liability:** Grantor shall have no liability for injury associated with or caused by the Trail, and Grantee shall indemnify and hold Grantor harmless from the same.
- K. **Law:** This Deed shall be governed by the laws of the State of Utah both as to interpretation and performance.
- L. **Joint Venture:** This Deed in no way creates any type of agency relationship, joint venture, or partnership between the Grantee City and Grantor.
- M. **Entire Agreement:** This Deed, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.
- N. **Attorney's Fees:** Each party represents that it has the authority to enter into this Deed. The prevailing party in a dispute regarding this Deed shall be entitled to recover its reasonable attorney's fees and costs.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

*[Signatures and Acknowledgments Follow]*

**SIGNATURE PAGE  
TO  
QUITCLAIM DEED**

THE HOMESTEAD GROUP, LLC,  
a Utah limited liability company

\_\_\_\_\_  
By: Scott Jones  
Its: Manager

STATE OF UTAH                    )  
  ) ss  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC



**SIGNATURE PAGE  
TO  
QUITCLAIM DEED**

CITY OF MIDWAY,  
a Utah municipal corporation

ATTEST:

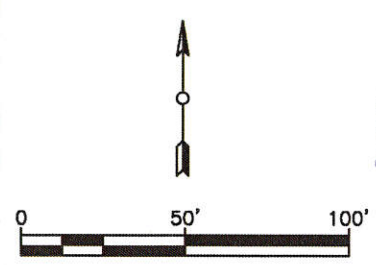
\_\_\_\_\_  
By: Celeste Johnson  
Its: Mayor

\_\_\_\_\_  
By: Brad Wilson  
City Recorder  
SEAL:

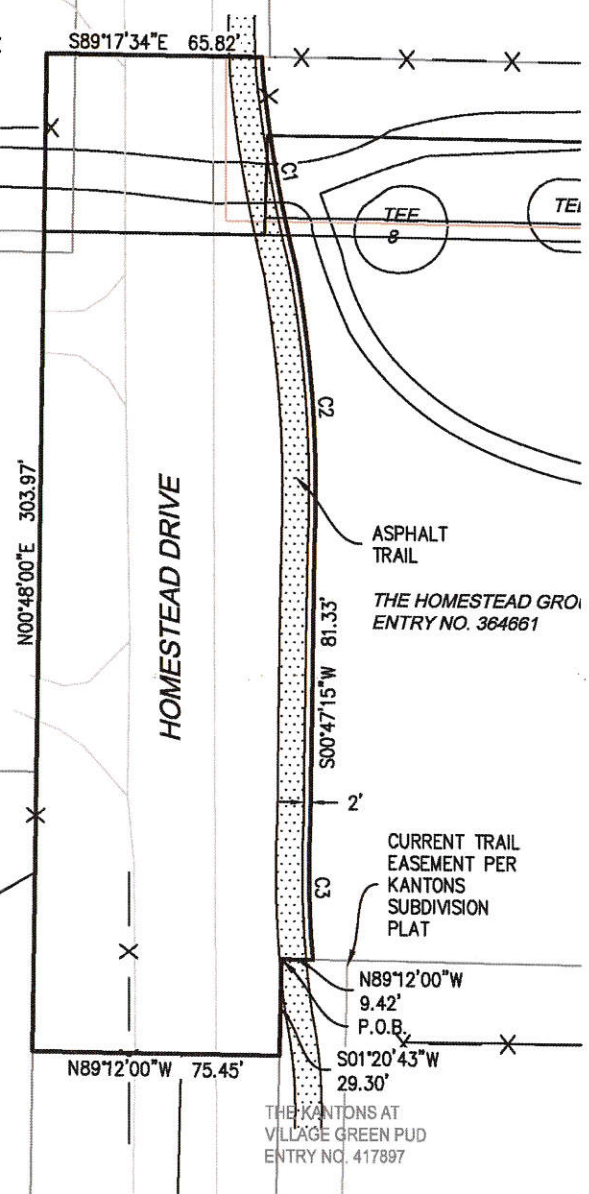
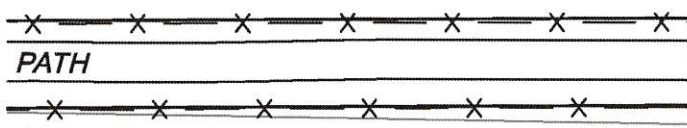
STATE OF UTAH                    )  
  ) ss  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC



KIMBALL ESTATES PLAT A AME1  
ENTRY NO. 194151  
LOT 1



**PARCEL DESCRIPTION**

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

PARCEL CONTAINS 0.556 ACRES.

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

PROJECT: L20-117  
DATE: 01/04/21  
SHEET: 1 OF 1  
DRAWN BY: KMB

PROJECT: HOMESTEAD TO MIDWAY CITY  
EXHIBIT NAME: EXHIBIT 'A'

55 WEST CENTER  
P.O. BOX 178  
HEBER CITY, UT 84032  
P: 435.854.9220  
F: 435.854.9231

**Summit Engineering Group Inc.**  
Structural • Civil • Surveying

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

# EXHIBIT G

## The Homestead Resort Preliminary Plan Additional Water Right Calculations

January 4, 2021

Revised February 10, 2021 per changes to the Milk House Building

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

### Project Information

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

Resolution 2008-09 A Master Plan Development Agreement for The Homestead Resort states in Section 3.1(b)(4) - Water

**"On May 5, 2008 the Midway Advisory Board determined that the Developer owns or leases enough water to provide an additional 107 acre-feet of water which is necessary to serve the improvements (including the golf course) identified on the project."**

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

The water right calculations below are based on the preliminary plan dated October 13, 2020.

Maps showing the existing irrigated areas and proposed irrigated areas are enclosed with this plan update.

There are 12.90 acres of irrigated area within the existing Homestead resort core.

The new master plan has 17.51 acres of irrigated area in the resort core.

The existing site has 0.72 acres of ponds. The new master plan has 0.79 acres.

**Table 1 - Water Use Requirements**

Use	Water Requirement		Source of Requirement	Return Flow Requirement	Total Required	
	Quantity	Unit			Quantity	Unit
Irrigated / landscaped area	3.00	acre-feet/acre	Midway Water Board	0.00	3.00	acre-feet/acre
Hotel resort unit	150	gpd/unit	Table 1, Utah Code R309-510	1.77	0.30	acre-feet/unit
Restaurant	35	gpd/seat	Table 2, Utah Code R309-510	1.77	0.07	acre-feet/seat
Swimming pools	10	gpd/person	Table 2, Utah Code R309-510	1.77	0.02	acre-feet/person
Retail and commercial	500	gpd/toilet	Table 2, Utah Code R309-510	1.77	0.99	acre-feet/toilet
Visitors (conference) center	5	gpd/person	Table 2, Utah Code R309-510	1.77	0.01	acre-feet/person
Spa and activity center	25	gpd/person	Table 2, Utah Code R309-510	1.77	0.05	acre-feet/person

**Table 2 - Change in Water Uses at The Homestead**

Use	Quantity	Unit	Comments
Existing units to be removed	-12	units	Only 12 existing units to be removed, 125 of the existing 137 units will remain.
Irrigated area added to resort	4.61	acres	
Pond area added to resort	0.07	acres	
Residential homes	5	homes	
New hotel units	49	units	42 units in 6-plex buildings, 4 in Virginia House and 3 in Center House
Additional restaurants seating	130	seats	
Additional restaurant (Milk House)	35	seats	See note 4.
Additional swimming pool capacity	206	person	Based on occupancy calculations on building permit plans.
Retail and commercial	2	toilet	See note 1.
Conference Center and Wedding Ba	864	person	Additional mens and womens toilet stalls in commercial and amenity areas
Spa	50	person	Proposed additional conference center capacity at The Homestead
Activity Center	40	person	Based on gym participant in the state code.

**Table 3 - Additional Water Needs for The Homestead Resort**

Use	Project Quantity	Unit	Water Requirement with Return Flow	Unit	Total (acre-feet)
Credit for removed hotel units	12	units	-0.30	acre-feet/unit	-3.60
Irrigated area added to resort	4.61	acres	3.00	acre-feet/acre	13.83
Pond area added to resort	0.07	acres	3.00	acre-feet/acre	0.21
Residential homes	5	homes	0.80	acre-feet/home	4.00
New hotel units	49	units	0.30	acre-feet/unit	14.70
New restaurant spaces	130	seats	0.07	acre-feet/person	9.10
Additional restaurant (Milk House)	35	seats	0.07	acre-feet/person	2.45
Swimming Pools	206	person	0.02	acre-feet/person	4.12
Retail and commercial	2	toilet	0.99	acre-feet/toilet	1.98
Conference Center and Wedding Ba	864	person	0.01	acre-feet/person	8.64
Spa	50	person	0.05	acre-feet/person	2.50
Activity Center	40	person	0.05	acre-feet/person	2.00

59.93 acre-feet of additional water rights for master p

### Notes:

- The existing swimming pools, hot tub and fitness center has an existing capacity of 194 people. The new swimming pools have a proposed capacity of 400 people for a net difference of 206.
- 1 acre-feet per year = 892 gallons per day
- The Midway Water Board policy was recently changed from 1.0 acre-feet per home to 0.80 acre-feet per home. This change represents a 1.77x return flow. The previous policy was 2x.
- The existing restaurants have a 172 seating capacity (Simons 96 and Fanny's 76). The new restaurants, bars and lounges have a capacity of 302 for an increase in restaurant capacity of 130 seats.
- Per the building permit application the Milk House food and beverage outlet has a occupancy of 35 people.



## ENGINEERING

civil engineering • land planning

380 E. Main, Suite 204  
Midway 84049 UT  
435.657.9749

December 23, 2020

Mayor Johnson  
Midway Water Advisory Board  
75 North 100 West  
Midway, Utah 84049

Re: Homestead Golf Course  
Water Rights for Golf Course Irrigation

Dear Mayor Johnson:

The Midway Water Board granted preliminary approval to the new master plan for The Homestead on November 2, 2020. A condition of the preliminary approval was to provide an accounting of the water rights for the golf course. This letter provides a summary of the water rights available for the golf course.

### **Golf Course Area**

The Homestead Golf Course was built in the late 1980's. The golf course contains 104 acres of irrigated area. This was documented with the approved 2008 Homestead Master Plan in the Jim Riley Engineering letter dated April 26, 2007. This area was recently confirm by the Hansen, Allen and Luce in their Water Right Evaluation of The Homestead Resort dated September 2020.

### **Water Rights**

On May 6, 2019, Steve Farrell made the following motion at the Midway Water Advisory Board meeting. *"..We again recognize that the Homestead owns 57.5 shares tied up in certificate number #3788, that they own 3 shares with Midway City/Turnberry in certificate number #3989, they have 33.84 shares in perpetual leases, they have a 40 share lease with the State of Utah that has a 50 year term, with 28 years remaining, which gives them a total amount of shares leased as 73.84 shares, and combined with the ownership shares they have a total of 134.34 shares of water available for their project. The Board accepts documentation provided by Judge Stuart Waldrip and Steve Eddington as legal notice given for the perpetual leases, (Sally Brinton (3), Keith Gertsch (1), Kyle Robertson (2), and Cottages on the Green (18.50))..."* This motion was approved unanimously.

Not specifically listed in the motion but included in the 134.34 share total is certificate # 3658 of 1.22 shares from The Kantons, certificate # 3668 of 7.50 shares from The Links and 0.62 shares dedicated for golf course area with the Midway Village PUD. Below is a summary of the Midway Irrigation Company shares that owned, leased or transferred to Midway City as part of a development approval.

<u>Owner</u>	<u>Certificate #</u>	<u>Shares</u>
The Homestead	3788	57.50
Midway City/Turnberry	3989	3.00
Midway City/Midway Village		0.62
Sally Brinton	2630	3.00
Keith Gertsch	3114	1.00
Kyle Robertson	3976	2.00
Cottages on the Green	3325	18.50
The Kantons	3658	1.22
The Links	3668	7.50
Utah State Parks		<u>40.00</u>
		134.34

In addition to the Midway Irrigation Company shares that are owned or leased, The Homestead also has irrigation rights in the Schneitter Spring (55-1497) and the Slough Ditch (55-1497). These water rights are not included in the master plan but are available for use by The Homestead. In their September 2020 report, Hansen, Allen and Luce has stated that *“between the water rights and the Midway Irrigation Company shares, The Homestead has the ability to irrigate 149 acres of land.”*

We request that this letter be provided to the Midway Water Board and reviewed at the January 4, 2021 board meeting in response to the condition of the preliminary approval motion.

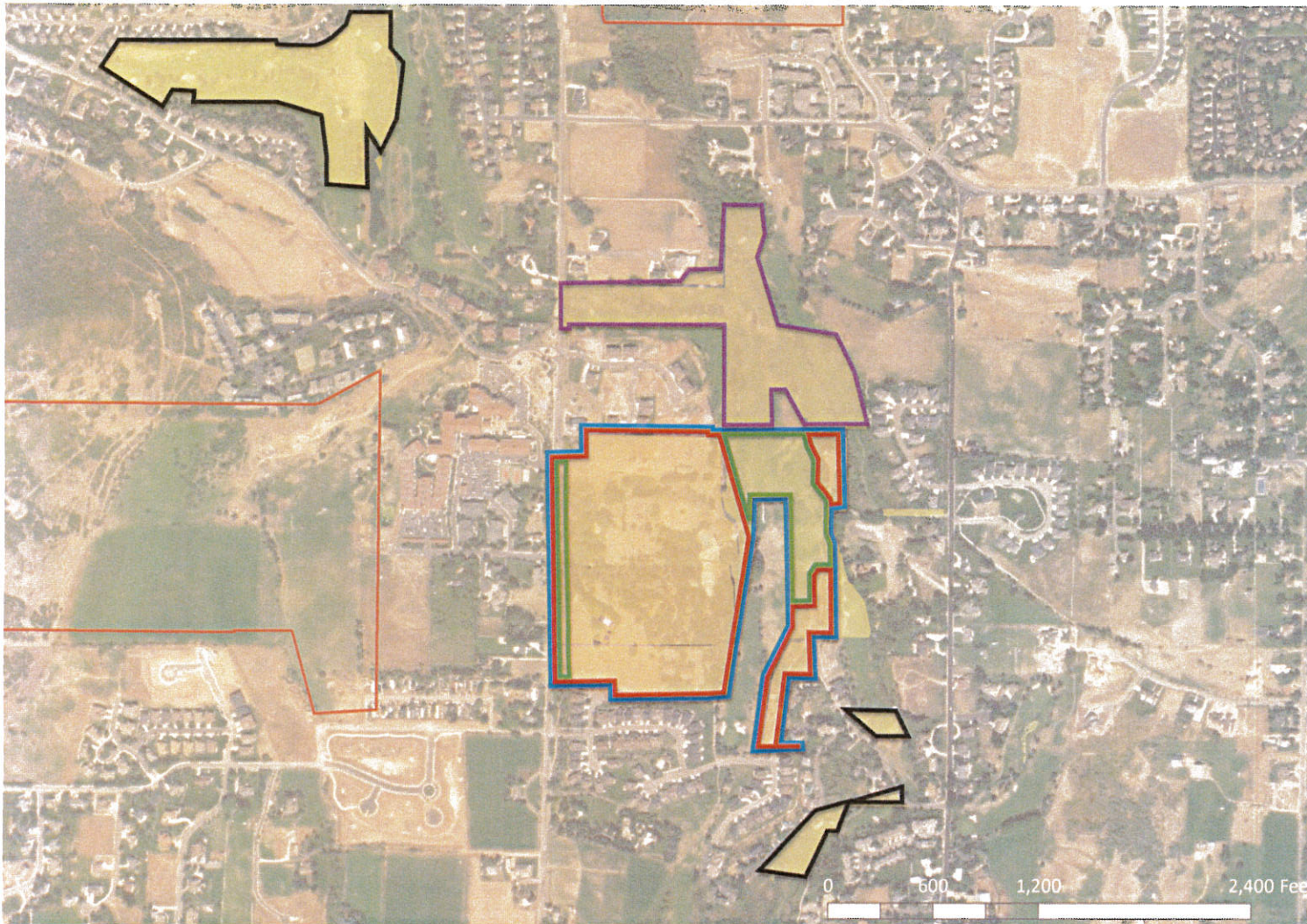
Respectfully,

  
Paul Berg, P.E.










# EXHIBIT H



## LEGEND:

-  Developable Area
-  Resort Core: 51.32 Acres
-  Permanent Open Space in Resort Core: 10.53 Acres
-  Golf Course Area Owned by The Homestead that is Not in the Master Plan: 19.49 Acres
-  Golf Course Open Space in Master Plan: 19.74 Acres

**HOMESTEAD RESORT OPEN SPACE**  
JANUARY 4, 2021

 **LloydArchitects**  
SALT LAKE CITY SEATTLE  
FFKR | LANDSCAPE & PLANNING



## The Homestead

### Resort Master Plan Parking Calculations

January 4, 2021

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

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

#### ELEMENTS OF PARKING DEMAND

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

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

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

- Transportation and Land Development, Institute of Transportation Engineers

#### MIDWAY CITY ORDINANCE

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

**Table 1 - Proposed Uses at The Homestead**

Use	Quantity	Unit	
Estate Homes	5	lots	
Existing Guest Rooms	125	rooms	
New Guest Rooms	49	rooms	
Event Barn	300	people	
New Conference Center	150	people	
Center House Ballroom	175	people	
Center House Restaurant and Bar	172	people	
Golf Grill	58	people	
Pizza Farm	52	people	
Activity Center	40	people	15 for Crater only + 25 for Wasatch Excursions
Spa Treatment	12	people	
Spa Pools	50	people	
Swimming Pools	400	people	
Golf Club Lounge	20	people	
Golf Course	88	people	18 groups of 4 plus 4 groups warming up
Amphitheater	100	people	Based on maximum capacity of previous concerts
Employees	25	employees	Estimated employees during peak evening hour

#### RESORT PARKING DEMAND

- Seasonal Variations
  - Peak use of recreation facilities occurs during summer period
- Time of Peak Use
  - Time of Peak Hour Demand is 7:00 - 8:00 pm
  - Peak day demand factor for hotel room parking 0.84 (2)
  - Peak hour demand factor for hotel parking is 0.95 (3)
  - Conferences mostly over in evening, 50% demand during peak hour period
  - Swimming pool demand on 75% during evening peak period.
  - Amenity and commercial/retail use drops to 75% during evening period.
  - Only 1/3 of staff is working during evening peak period. Maid service, maintenance, cleaning has gone home for the day.
- Shared Parking
  - 60% of convention center attendees are hotel guests (1)
  - 60% of the people at the restaurant are hotel guests (1)
  - 60% of the recreational and amenity users are guests at The Homestead

Sources:

- (1) International Association of Conference Centers
- (2) Parking Generation: A Summary of Parking Occupancy Data, Institute of Transportation Engineers
- (3) Shared Parking, The Urban Land Institute & Barton-Aschman Associates, Inc.

**Table 2 - Required Parking Spaces for The Homestead Resort Master Plan**

Use	Quantity	Unit	Parking Standard		Parking Space Subtotal	Peak Day Factor	Peak Hour Factor	Factor for Hotel Parking	Required Spaces	
			Quantity	Unit						
Estate Homes	5	lots	2	per unit	10	0.84	0.95	1.00	8	Midway Code 16.13.39.A.1
Existing Guest Rooms	125	rooms	1	per unit	125	0.84	0.95	1.00	100	Midway Code 16.13.39.A.4
New Guest Rooms	49	rooms	1	per unit	49	0.84	0.95	1.00	39	Midway Code 16.13.39.A.4
Event Barn	300	people	1	per 2 people	150	1.00	0.95	0.40	57	Midway Code 16.13.39.A.5
Center House Ballroom	175	people	1	per 2 people	88	1.00	0.50	0.40	18	Midway Code 16.13.39.A.5
Center House Restaurant and Bar	172	people	1	per 2 people	86	1.00	0.50	0.40	17	See Note 1.
Golf Grill	58	people	1	per 2 people	29	1.00	1.00	0.40	12	See Note 1.
Pizza Farm	52	people	1	per 2 people	26	1.00	1.00	0.40	10	See Note 1.
Activity Center	40	people	1	per 2 people	20	1.00	0.75	0.40	6	Midway Code 16.13.39.A.5
Spa Treatment	12	people	1	per 2 people	6	1.00	0.75	0.40	2	Midway Code 16.13.39.A.5
Spa Pools	50	people	1	per 2 people	25	1.00	0.75	0.40	8	Midway Code 16.13.39.A.5
Swimming Pools	400	people	1	per 2 people	200	1.00	0.75	0.40	60	Midway Code 16.13.39.A.5
Golf Club Lounge	20	people	1	per 2 people	10	1.00	0.75	0.40	3	Midway Code 16.13.39.A.5
Golf Course	88	people	1	per 2 people	44	1.00	0.75	0.40	13	Midway Code 16.13.39.A.5
Amphitheater	100	people	1	per 4 people	25	1.00	1.00	0.40	10	Midway Code 16.13.39.A.7
Employees	25	employees	1	per employee	25	1.00	1.00	1.00	25	Midway Code 16.13.39.A.4
<b>Total Parking Spaces Required for Resort</b>									<b>387</b>	
<b>Total Parking Spaces in Master Plan</b>									<b>428</b>	

Notes:

- Section 16.13.39 of the Midway City Zoning Ordinance requires 1 parking space per 250 sq. feet for restaurants. This analysis uses seating capacity instead of square feet which is a more accurate method to estimate parking for restaurants.
- Golf course occupancy is based on 4 golfers per group and 1 group per 18 holes plus 4 groups warming up = 88 people.
- The maximum number of daytime employees at The Homestead is 75. Number during peak evening period is 25.
- Renovations for a food and beverage outlet are proposed for the MilkHouse building. This outlet is for guests of the resort and is not anticipated to generate traffic from outside of the resort.