



**WHEN RECORDED, RETURN TO:**  
City Recorder  
Eagle Mountain City  
1650 E. Stagecoach Run  
Eagle Mountain, UT 84005

ENT 102350:2022 PG 1 of 29  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Sep 21 12:03 pm FEE 0.00 BY CH  
RECORDED FOR EAGLE MOUNTAIN CITY

**MASTER DEVELOPMENT AGREEMENT  
FOR  
TRIUMPH SUBDIVISION**

THIS MASTER DEVELOPMENT AGREEMENT (this “**Agreement**” or “**MDA**”) is made and entered as of the last date executed by the parties below (the “**Effective Date**”), by and between **Eagle Mountain City**, a Utah municipal corporation (“**Eagle Mountain**” or “**City**”) and **Belle Street Investments, LLC**, a Utah limited liability company (“**Developer**”).

**RECITALS**

A. Developer is the owner of approximately 161.99 acres of real property as described in Exhibit A (hereinafter the “**Property**”).

B. On January 18, 2022, the Eagle Mountain City Council approved a requested Rezone of the Property and a Master Plan / Preliminary Plat for development attached as Exhibit C (the “**Master Plan**”).

C. Developer and Eagle Mountain desire that the Property be developed in a unified and consistent fashion pursuant to the approved exhibits.

D. The Parties desire to enter into this MDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this MDA and the rights and responsibilities of Eagle Mountain to allow and regulate such development pursuant to the requirements of this MDA.

E. The Parties understand and intend that this MDA is a “Development Agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2022) *et seq.*

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Eagle Mountain and Developer hereby agree to the following:

**I. DEFINITIONS**

As used in this MDA, the words and phrases specified hereafter shall have the following meanings:

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**Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2022), *et seq.*

**Buildout** means the completion of all of the development on the entire Project in accordance with the Site Plan.

**City** means Eagle Mountain City, a political subdivision of the State of Utah.

**City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

**City's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA

**Conditions of Approval** means those conditions and stipulations imposed by the Council (defined below) in connection with the approval of the Rezone and General Plan Amendment, as specifically set forth in the Notice of Decision (defined below).

**Council** means the elected City Council of Eagle Mountain.

**Default** means a breach of this MDA as specified herein.

**Developer** means Belle Street Investments, and any of its later successors in interest or assignees as permitted by this MDA.

**Development** means the development of a portion of the Property pursuant to an approved Development Application.

**Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from the Eagle Mountain required for development of the Project.

**Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

**Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by the Eagle Mountain, effectuating a subdivision of any portion of the Project.

**Master Plan** means the Master Plan / Preliminary Plat approved by the City Council on January 18, 2022, a copy of which is attached hereto as Exhibit C.

**MDA** means this Master Development Agreement including all of its Exhibits.

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**Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

**Notice of Decision** means the City's certification by letter that the Rezone and Preliminary Plat, which include certain terms and conditions for development of the Project, have been approved and also sets forth the date of decision(s). A copy of the Notice of Decision is attached hereto as Exhibit D.

**Parcel** means an area within the Property that has been conveyed by or is proposed to be conveyed by metes and bounds prior to recordation of a plat of subdivision, which conveyance has occurred or is proposed to occur with the approval of the City pursuant to the provisions of Utah Code Ann. §10-9a-103(69)(c)(vi)(2021).

**Party/Parties** means, in the singular, Developer or the Eagle Mountain; in the plural Developer and Eagle Mountain.

**Project** means the Triumph Subdivision to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

**Property** means the approximately 161.99 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

**Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the Eagle Mountain or other public entities as a condition of the approval of a Development Application.

**Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as residence as illustrated on the Concept Plan.

**Rezone Exhibit** means the rezone exhibit approved by the City Council on January 18, 2022, a copy of which is attached hereto as Exhibit B.

## **II. GENERAL DEVELOPMENT OF THE PROJECT**

a. **Compliance with the Concept Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent they are applicable as specified in this MDA), the Master Plan, the Notice of Decision, and this MDA.

b. **Development Requirements.** Eagle Mountain has approved the Master Plan for the Project which shall serve as the Master Development Plan map and preliminary plat. Developer shall construct the Project in accordance with the Master Plan and the Conditions of Approval as set out in the Notice of Decision.

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### **III. PROPERTY ZONING AND DEVELOPMENT**

The Property is zoned Foothills Residential (FR). The Residential Parcel shall be developed in accordance with Chapter 17.25 of the City's Vested Laws. The lot configuration and road location within the FR zoned areas shall be consistent with the configuration on the Master Plan.

### **IV. ROADS AND TRAFFIC**

a. **Internal Roadways.** The Preliminary Plat/Plan depicts the proposed rights-of-way and access points within and for the Project. Developer shall be responsible for constructing all roads within the Project at Developer's expense.

b. **Dedication of Land for Future Rights-of-Way Build-Out.** Developer shall dedicate to the City lands as depicted on the Master Plan in conjunction with the recording of each phase of the Project wherein lies a portion of the land represented as a future roadway(s). Developer shall construct improvements to complete, per City standards: 1) the half-width build-out plus four-feet (4') of asphalt of Aviator Avenue (as an "arterial" right-of-way) along the full length of its abutment to, and along the western side of, the Project; and, 2) the half-width plus additional width to provide a minimum of twenty-four feet (24') of hard surface(d) access along/for full length of the two (2) rights-of-way (as a "collector" right-of-way) that are depicted on the plat as abutting the Project on its northern and southern ends, each such collector road running east/west. A map depicting the areas where Developer will improve the roads is attached hereto as Exhibit F.

### **V. PARKS AND OPEN SPACE**

a. **Park Plan.** The Master Plan shows the location of an approximately 3.98 acre park within Parcel B ("City Park"). A concept plan for the City Park is included in the Utility Plan set attached hereto as Exhibit E. Developer shall improve the City Park in accordance with Sections 16.35.105 and 17.25.040 of the City's Vested Laws to meet the parks and open space requirements for the Project. Prior to recording the first final plat for the Project, Developer shall submit a detailed plan for the City Park and receive approval for the park plan from the City Parks and Recreation Director and the Planning Director.

b. **Dedication of Park Improvements.** The City may require Developer to dedicate all Improved Open Space areas to either the City or an HOA for the Project based on the final configuration of the Improved Open Space. The City may require that Improved Open Space areas be dedicated to the City in conjunction with the recording of a final subdivision plat. The parties anticipate that Parcels A, C and D will be dedicated to and maintained by the HOA for the Project, and that Parcels B and E will be dedicated to and maintained by the City.

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## VI. VESTED RIGHTS

a. **Vested Rights Granted by Approval of this MDA.** The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA, Eagle Mountain's Vested Laws, and the Preliminary Plat/Plan except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

b. **Exceptions.** The vested rights and the restrictions on the applicability of Eagle Mountain's Future Laws to the Project as specified in subsection (a) above are subject to the following exceptions:

1. **Master Developer Agreement.** Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;
2. **State and Federal Compliance.** Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;
3. **Codes.** Any Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
4. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;
5. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*; or
7. **Compelling, Countervailing Interest.** Laws, rules or regulations that Eagle Mountain's land use authority finds and determines, on the record, are necessary to avoid

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jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2021).

## **VII. TERM OF AGREEMENT**

In accordance with Section 16.10.080 of the Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA.

## **VIII. BENCHMARKS**

As required by Section 16.10.080(B) of the Vested Law, the following development benchmarks shall occur. The parties acknowledge that Developer may plat and/or develop the project in multiple separate phases.

a. **First Final Plat:** The first final plat for the Project shall be submitted for approval within two (2) years from the Effective Date. The site work for the first final plat or site plan shall commence within two (2) years from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

b. **City Park:** In accordance with 16.35.105(A)(10) of the Vested Law, the approximately 3.98-acre park shall be fully completed prior to recording of the first final plat, or a separate cash escrow of \$3,750 per lot/unit must be put in place with the City with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20). In the case of inclement weather, the Developer may request an extension to this timeline, to be considered at the discretion of the City.

## **IX. PROCESSING OF DEVELOPMENT APPLICATIONS**

The procedure for processing Development Applications shall be in accordance with the procedural provisions of City's Future Laws. If Eagle Mountain denies a Development Application Eagle Mountain shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons Eagle Mountain believes that the Development Application is not consistent with this MDA, the Zoning and/or City's Vested Laws (or, if applicable, City's Future Laws).

## **IX. PUBLIC INFRASTRUCTURE**

a. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public

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Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to City's Vested Laws. Such construction must meet all applicable standards and requirements and must be approved by Eagle Mountain's engineer, or his designee.

b. **Utility Plan.** Attached hereto as Exhibit E is the Utility Plan for the Residential Parcel. Developer will construct the public utilities in accordance with the provided Utility Plan.

c. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by City's Vested Laws, unless otherwise provided by Utah Code § 10-9a-101, *et seq.*, as amended. The Applicant shall provide such bonds or security in a form acceptable to Eagle Mountain or as specified in City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on City's Vested Laws.

## **XI. UP-SIZING/REIMBURSEMENTS TO DEVELOPER**

Eagle Mountain may require Developer to reasonably "upsized" Public Infrastructure (i.e., to construct the infrastructure to a size larger than is reasonably required to service the Project) to accommodate future growth around the Project. If City requires upsizing, City and Developer shall first enter into an Impact Fee Reimbursement Agreement or similar payment reimbursement agreement to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, Eagle Mountain shall only be responsible to compensate Developer for the 10% cost increase. Notwithstanding the foregoing or anything else to the contrary contained herein, in no event shall Developer be required to upsize any improvements (or incur any costs for upsizing any improvements) if the Impact Fee Reimbursements available to Developer are not sufficient to cover the increased costs of such upsizing.

## **XII. DEFAULT**

a. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

b. **Contents of the Notice of Default.** The Notice of Default shall:

1. **Specific Claim.** Specify the claimed event of Default;
2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

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3. **Optional Cure.** If Eagle Mountain chooses, in its discretion, it may propose a method and time within 90 days for curing a/the Default(s) which shall be of no less than thirty (30) days duration.

c. **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

d. **Public Meeting.** Before any remedy in Section XIV may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

e. **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

**XIII. DEVELOPER’S EXCLUSIVE REMEDY**

Developer’s sole and exclusive remedy under this MDA shall be specific performance of the rights granted in this MDA and Eagle Mountain’s obligations under this MDA. IN NO EVENT SHALL EAGLE MOUNTAIN BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

**XIV. EAGLE MOUNTAIN’S REMEDIES UPON DEFAULT.**

Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

**XV. NOTICES.**

All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Developer:**

Belle Street Investments, LLC  
3688 E Campus Drive, Suite 100  
Eagle Mountain, UT 84005

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**To Eagle Mountain:**

City Recorder  
 Eagle Mountain City  
 1650 E. Stagecoach Run  
 Eagle Mountain, UT 84005

**XVI. NO THIRD-PARTY RIGHTS/NO JOINT VENTURE.**

This MDA does not create a joint venture relationship, partnership or agency relationship between Eagle Mountain, or Developer. Further, except as specifically set forth herein, the parties do not intend this MDA to create any third-party beneficiary rights.

**XVII. ASSIGNABILITY.**

The rights and responsibilities of Developer under this MDA shall run with the land and be binding on Developer and Developer's successors in interest. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein. The City's consent shall not be unreasonably withheld, conditioned or delayed. A denial of consent shall only be allowed if the proposed assignee does not have the financial capability of fulfilling the assigned rights and responsibilities.

1. **Sale of Lots.** Developer's selling or conveying lots to residential purchasers shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

2. **Notice.** Developer shall give Notice to the Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that the Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the Eagle Mountain with all necessary contact information for the proposed assignee.

3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

4. **Sale of a Parcel.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Developer may sell a Parcel as provided in Utah Code Ann. § 10-a-103(62)(c)(vi) (2019) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public

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Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a sub-developer upon a subsequent subdivision of the Parcel that creates individually developable lots.

5. Assignees and Successors in Interest Bound by MDA. Developer's successors in interest as holders of title to the Property (except purchasers of completed Residential Dwelling Units) and assignees shall be bound by the terms of this MDA.

**XVIII. NO WAIVER.**

Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

**XIX. SEVERABILITY.**

If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

**XX. FORCE MAJEURE.**

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

**XXI. TIME IS OF THE ESSENCE.**

Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

**XXII. HEADINGS.**

The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

**XXIII. APPLICABLE LAW.**

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This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah.

**XXIV. VENUE.**

Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah.

**XXV. ENTIRE AGREEMENT.**

This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

**XXVI. MUTUAL DRAFTING.**

Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any particular portion of this MDA.

**XXVII. RECORDATION AND RUNNING WITH THE LAND.**

This MDA or notice of this MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. Upon the sale of a completed Residential Dwelling Unit to a retail purchaser, this Agreement shall automatically terminate and be deemed released as an encumbrance against such Residential Dwelling Unit. An electronic copy of Eagle Mountain's Vested Laws may be included as part of the original copy of this MDA with the Eagle Mountain Recorder.

**XXVIII. AUTHORITY.**

The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DATED this 6<sup>th</sup> day of July, 2022.

**BELLE STREET INVESTMENTS, LLC**  


Print Name: SCOT HAZARD

Title: MANAGER

**DEVELOPER ACKNOWLEDGMENT**

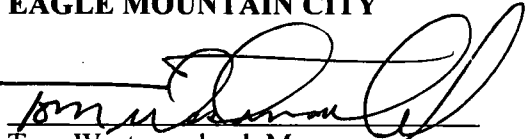
STATE OF UTAH )  
 )  
COUNTY OF Utah ) :ss.

On the 6 day of July, 2022, personally appeared before me Scot Hazard, who being by me duly sworn, did say that (s)he is the Manager of **Belle Street Investments, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

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




DATED this 5 day of July, 2022.

**EAGLE MOUNTAIN CITY**  
  
\_\_\_\_\_  
Tom Westmoreland, Mayor

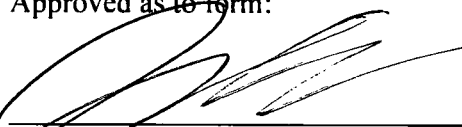
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ATTEST:

  
Lianne Pengra, CMC  
Chief Deputy Recorder



Approved as to form:

  
City Attorney

**TABLE OF EXHIBITS**

Exhibit "A"	Legal Description of Property
Exhibit "B"	Rezone Exhibit
Exhibit "C"	Master Plan
Exhibit "D"	Utility Plan (including landscape drawings)
Exhibit "E"	Road Improvement Diagram

**LEGAL DESCRIPTION**  
**PREPARED FOR**  
**TRIUMPH SUBDIVISION**  
**EAGLE MOUNTAIN CITY, UTAH**  
 (February 9, 2022)  
 20-0055

**BOUNDARY DESCRIPTION**

A tract of land located in the E1/2 and SW1/4 of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian more particularly described as follows:

Beginning at the North 1/4 Corner of said Section 19; thence S89°55'59"E along the Section line 946.76 feet to the East line of Lake Mountain Road as described in Deed Entry No. 148895:2007 in the Office of the Utah County Recorder; thence S01°59'21"W along said East line of Lake Mountain Road 828.69 feet; thence S89°55'59"E 397.25 feet to the 1/16th (40 acre) Section line; thence S00°05'03"W along said 1/16th Section line 4,509.43 feet to the South line of said Section 19; thence N89°47'14"W along said South line of Section 638.50 feet to the East line of said Lake Mountain Road; thence N03°26'46"E along said East line of Lake Mountain Road 56.09 feet; thence N89°47'09"W 690.14 feet to the 1/4 Section line of said Section 19; thence N89°48'33"W 315.18 feet; thence N02°54'04"E 1,279.81 feet to the 1/4 Section line of said Section 19; thence S89°51'23"E along said 1/4 Section line 254.43 feet to the 1/4 Section Line; thence N00°10'50"E along the 1/4 Section line 3,999.68 feet to the point of beginning.

Contains: 161.99 acres+/-

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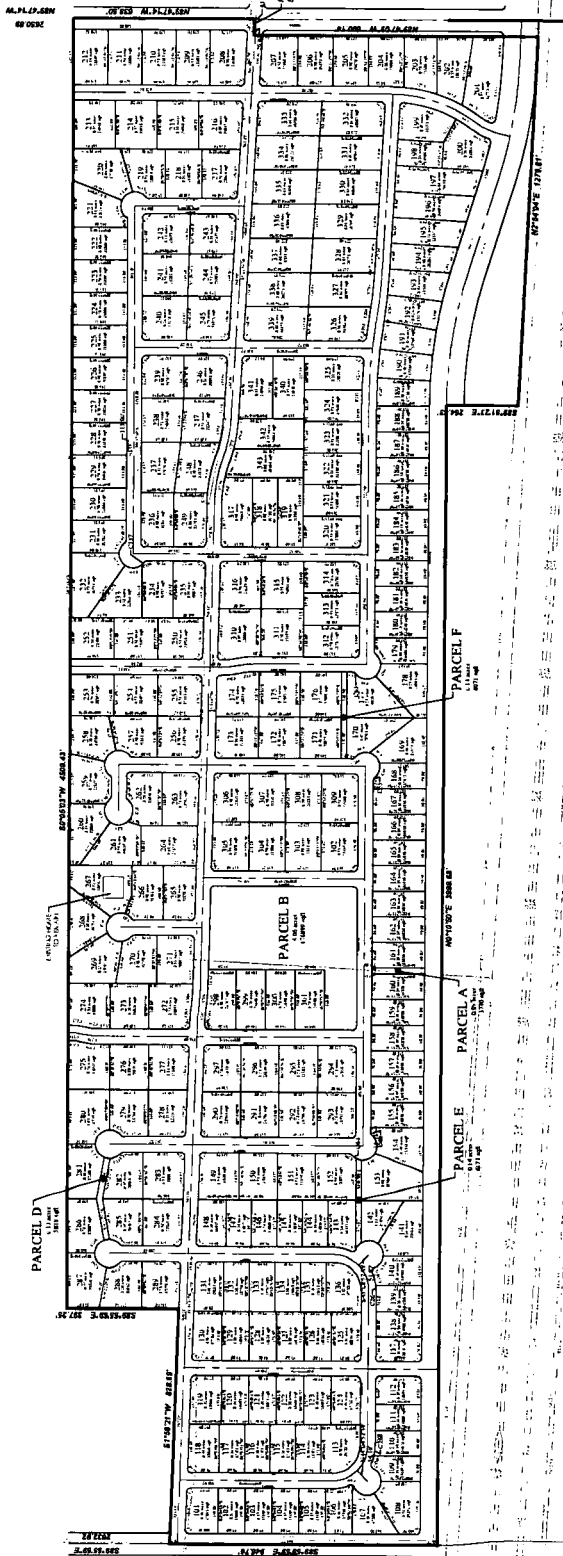
**EXHIBIT "B"**  
**REZONE EXHIBIT**

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Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

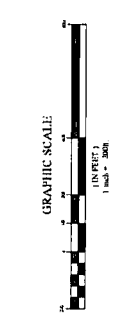
**Future Land Use Designation: Foothill Residential**  
**Zone: Foothill Residential (FR)**



**CONCEPT TABULATIONS**  
 TOTAL ACRES: 4162.00 ACRES  
 SINGLE FAMILY LOTS: 243 (9 NEW)  
 1/2-ACRE LOTS: 162  
 TOTAL DENSITY: 1.5 UNITS/ACRE  
 OPEN SPACE: 85 ACRES (4.03 AC/D)  
 AVERAGE LOT SIZE: 21,115 SQFT

**ZONE REQUIREMENTS**  
 ZONE: FOOHILL RESIDENTIAL (FR)  
 MINIMUM LOT SIZE: 10,890 SQFT  
 AVERAGE LOT SIZE: 21,780 SQFT  
 OPEN SPACE: 750 SQFT PER LOT  
 LOT FRONTAGE: 90'  
 ON CUL-DE-SAC: 50'

**ZONE REQUIREMENTS (CONT.)**  
 LOCAL ROW WIDTH: 53'  
 MINOR COLLECTOR WIDTH: 77'  
 MINOR ARTERIAL WIDTH: 122'  
 CUL-DE-SAC RADIUS: 50'  
 CUL-DE-SAC LENGTH: 400' MAXIMUM  
 BLOCK LENGTH: 1,000'  
 1,200' WITH WALKWAY  
 CONNECTIVITY INDEX SCORE: 1.5 MINIMUM



**TRIUMPH master plan**

EAGLE MOUNTAIN, UTAH COUNTY  
 1/6/2022  
 29-0055



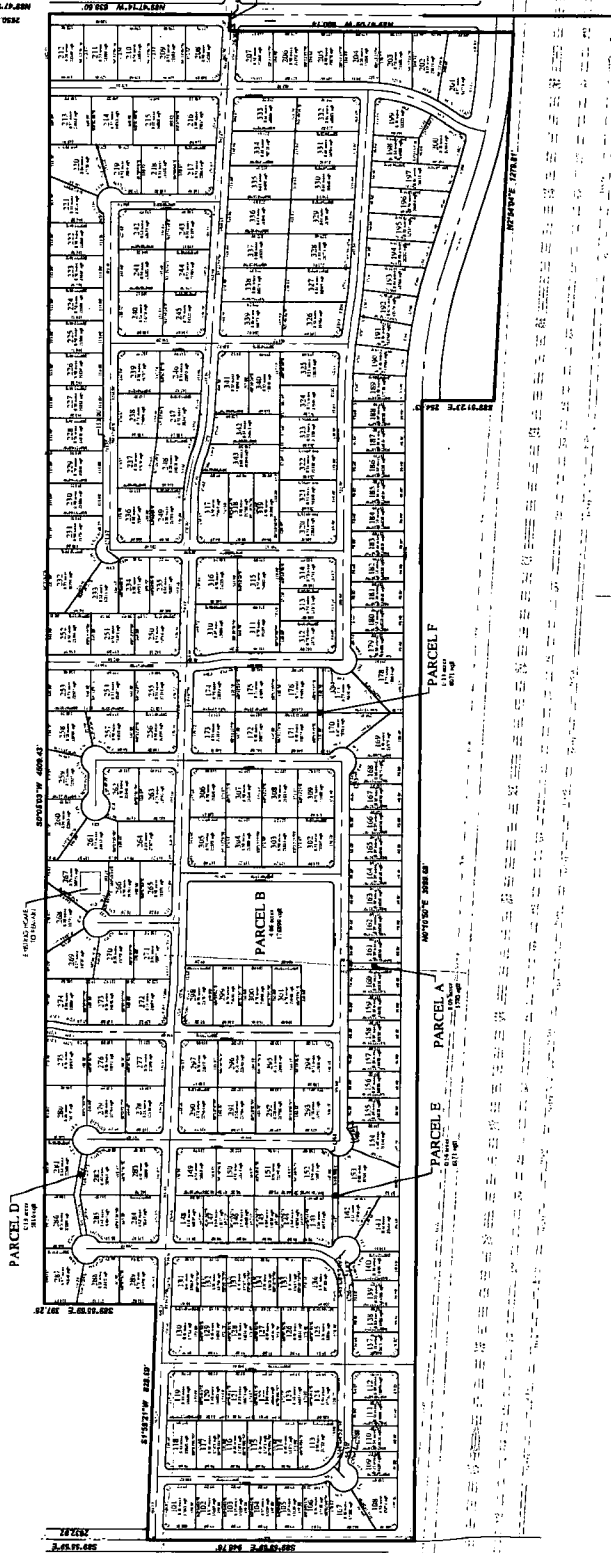
**EXHIBIT "C"**  
**MASTER PLAN**

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Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.

AL PL 17-089  
03 DEC



**ZONE REQUIREMENTS (CONT.)**

- LOCAL ROW WIDTH: 53'
- MINOR COLLECTOR WIDTH: 77'
- MINOR ARTERIAL WIDTH: 122'
- CUL-DE-SAC RADIUS: 50'
- CUL-DE-SAC LENGTH: 400' MAXIMUM
- BLOCK LENGTH: 1,000'
- CONNECTIVITY INDEX SCORE: 1.5 MINIMUM

**ZONE REQUIREMENTS**

- ZONE: FOOTHILL RESIDENTIAL (FR)
- MINIMUM LOT SIZE: 10,890 SQFT
- AVERAGE LOT SIZE: 21,780 SQFT
- OPEN SPACE: 750 SQFT PER LOT
- LOT FRONTAGE: 90'
- ON CUL-DE-SAC: 50'

**CONCEPT TABULATIONS**

- TOTAL ACREAGE: ± 162.00 ACRES
- SINGLE FAMILY LOTS: 242 (9 NEW)
- 1/2-ACRE LOTS: 162
- 1-ACRE LOTS: 81
- OPEN SPACE: 12 UNITS/ACRE
- 8.5 ACRES (10.03 REQ'D)
- AVERAGE LOT SIZE: 2,113 SQFT



**TRIUMPH master plan**

EAGLE MOUNTAIN, UTAH COUNTY

1/6/2022

20-6055

**EXHIBIT "D"**  
**UTILITY PLAN (INCLUDING LANDSCAPE PLANS)**

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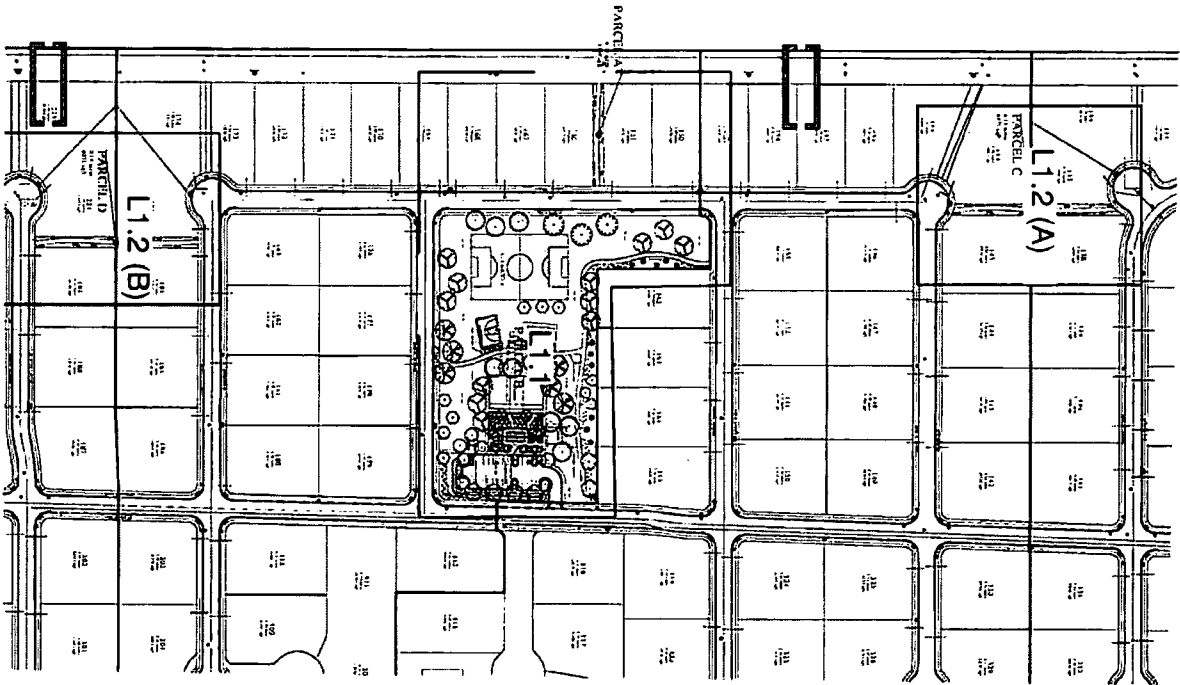












**PLANT SCHEDULE**

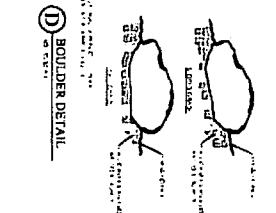
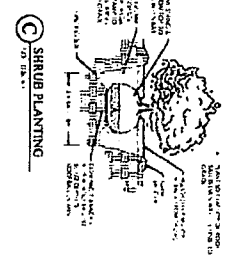
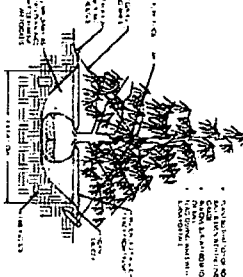
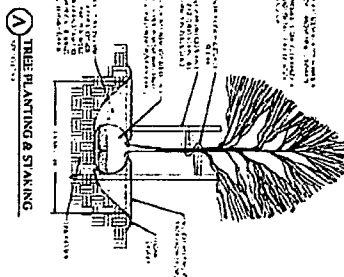
PLANT	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	QTY
1	(Symbol)	Redwood	<i>Sequoia sempervirens</i>	12" DBH	1
2	(Symbol)	White Fir	<i>Abies concolor</i>	12" DBH	1
3	(Symbol)	Blue Spruce	<i>Picea sitchensis</i>	12" DBH	1
4	(Symbol)	Colorado Spruce	<i>Picea colorata</i>	12" DBH	1
5	(Symbol)	Douglas Fir	<i>Picea douglasii</i>	12" DBH	1
6	(Symbol)	Western Hemlock	<i>Tsuga heterophylla</i>	12" DBH	1
7	(Symbol)	Western Red Cedar	<i>Juniperus occidentalis</i>	12" DBH	1
8	(Symbol)	Western Juniper	<i>Juniperus occidentalis</i>	12" DBH	1
9	(Symbol)	Western White Pine	<i>Pinus strobus</i>	12" DBH	1
10	(Symbol)	Western Yellow Pine	<i>Pinus ponderosa</i>	12" DBH	1
11	(Symbol)	Western Larch	<i>Larix laricina</i>	12" DBH	1
12	(Symbol)	Western White Pine	<i>Pinus strobus</i>	12" DBH	1
13	(Symbol)	Western Yellow Pine	<i>Pinus ponderosa</i>	12" DBH	1
14	(Symbol)	Western Larch	<i>Larix laricina</i>	12" DBH	1
15	(Symbol)	Western White Pine	<i>Pinus strobus</i>	12" DBH	1
16	(Symbol)	Western Yellow Pine	<i>Pinus ponderosa</i>	12" DBH	1
17	(Symbol)	Western Larch	<i>Larix laricina</i>	12" DBH	1
18	(Symbol)	Western White Pine	<i>Pinus strobus</i>	12" DBH	1
19	(Symbol)	Western Yellow Pine	<i>Pinus ponderosa</i>	12" DBH	1
20	(Symbol)	Western Larch	<i>Larix laricina</i>	12" DBH	1

**LANDSCAPE NOTES**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.

**LANDSCAPE LEGEND**

1. LANDSCAPE LEGEND: TREE PLANTING & STAKING
2. LANDSCAPE LEGEND: SHRUB PLANTING
3. LANDSCAPE LEGEND: EVERGREEN PLANTING & CUTTING
4. LANDSCAPE LEGEND: BOULDER DETAIL



OVERALL LANDSCAPE PLAN

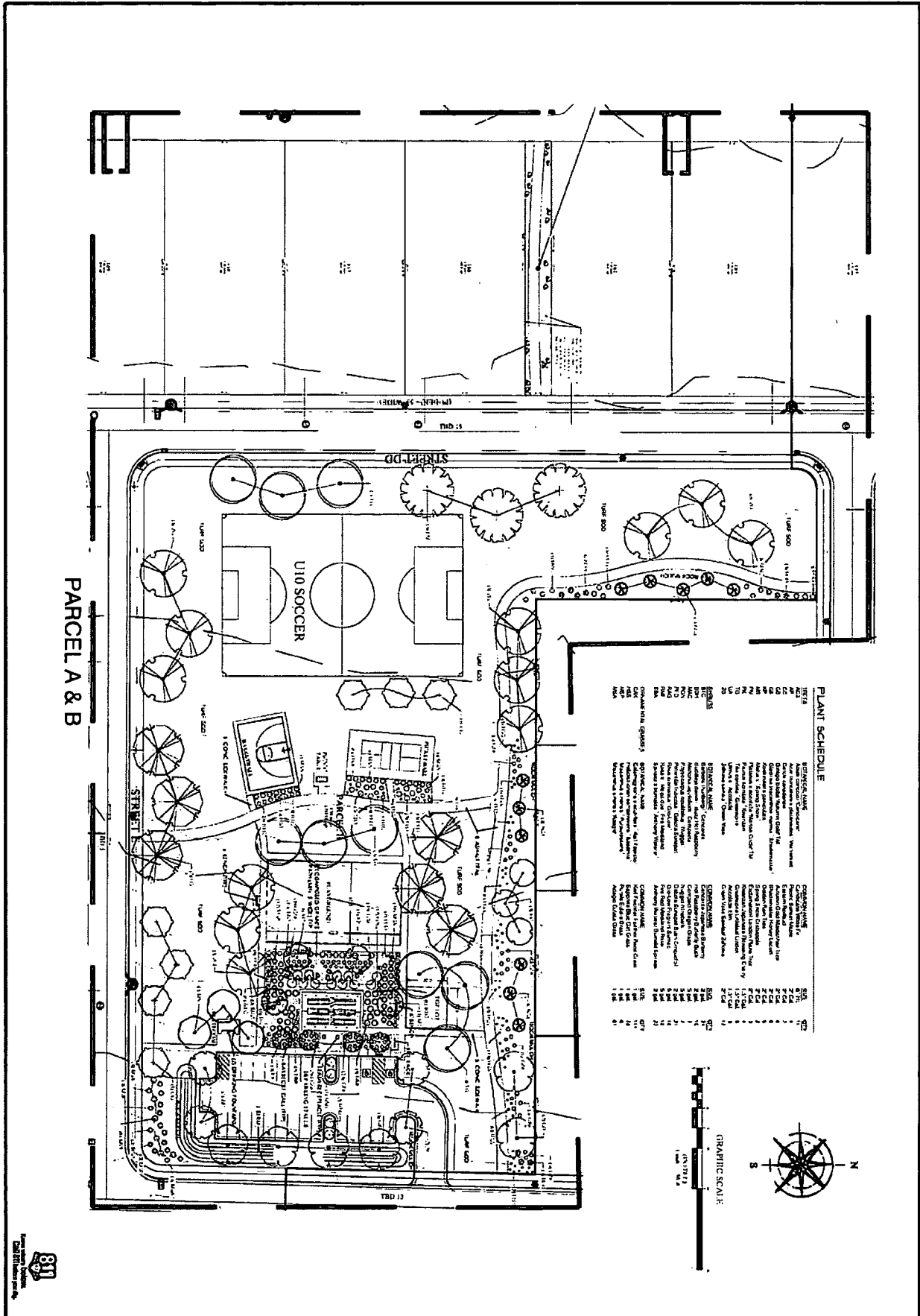
L1.0

**TRIUMPH PRELIMINARY**

EAGLE MOUNTAIN CITY, UTAH

LANDSCAPE PLAN

**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6969 S. FULTON PLACE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 312-6075  
www.focus-ut.com



**LANDSCAPE PLAN**

L1.1

**TRIUMPH PRELIMINARY**

EAGLE MOUNTAIN CITY, UTAH

**LANDSCAPE PLAN**

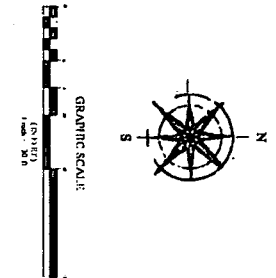
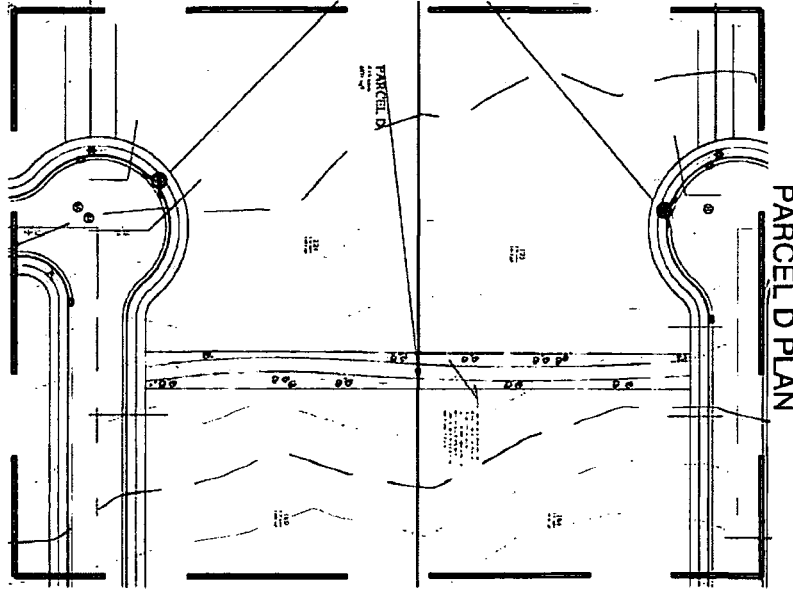
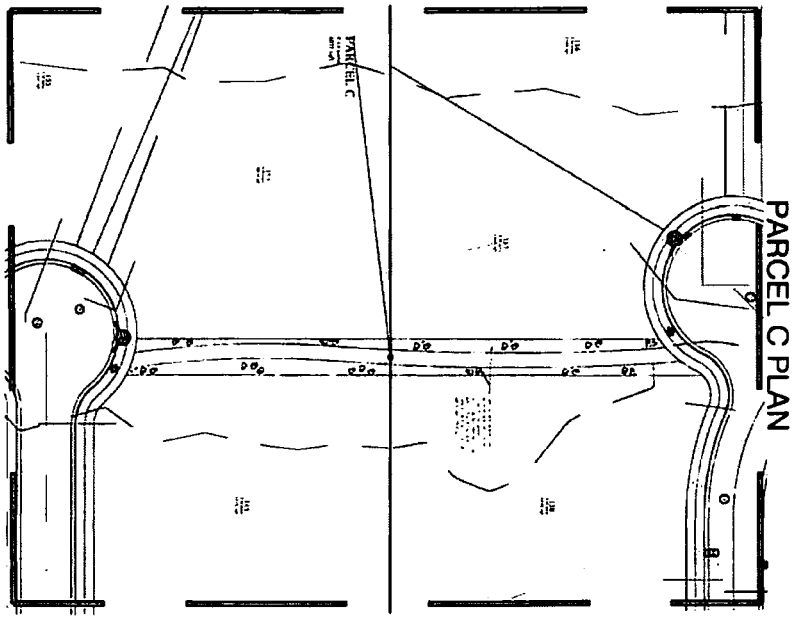
**FOCUS**

ENGINEERING AND SURVEYING, LLC

6649 S HIGH TECH DRIVE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 322-0075  
WWW.FOCUSURV.COM

### PLANT SCHEDULE

PLANT	QUANTITY	REMARKS	DATE
1.00	1	PLANT SCHEDULE	01/20/22
1.01	1	PLANT SCHEDULE	01/20/22
1.02	1	PLANT SCHEDULE	01/20/22
1.03	1	PLANT SCHEDULE	01/20/22
1.04	1	PLANT SCHEDULE	01/20/22
1.05	1	PLANT SCHEDULE	01/20/22
1.06	1	PLANT SCHEDULE	01/20/22
1.07	1	PLANT SCHEDULE	01/20/22
1.08	1	PLANT SCHEDULE	01/20/22
1.09	1	PLANT SCHEDULE	01/20/22
1.10	1	PLANT SCHEDULE	01/20/22
1.11	1	PLANT SCHEDULE	01/20/22
1.12	1	PLANT SCHEDULE	01/20/22
1.13	1	PLANT SCHEDULE	01/20/22
1.14	1	PLANT SCHEDULE	01/20/22
1.15	1	PLANT SCHEDULE	01/20/22
1.16	1	PLANT SCHEDULE	01/20/22
1.17	1	PLANT SCHEDULE	01/20/22
1.18	1	PLANT SCHEDULE	01/20/22
1.19	1	PLANT SCHEDULE	01/20/22
1.20	1	PLANT SCHEDULE	01/20/22
1.21	1	PLANT SCHEDULE	01/20/22
1.22	1	PLANT SCHEDULE	01/20/22
1.23	1	PLANT SCHEDULE	01/20/22
1.24	1	PLANT SCHEDULE	01/20/22
1.25	1	PLANT SCHEDULE	01/20/22
1.26	1	PLANT SCHEDULE	01/20/22
1.27	1	PLANT SCHEDULE	01/20/22
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1.45	1	PLANT SCHEDULE	01/20/22
1.46	1	PLANT SCHEDULE	01/20/22
1.47	1	PLANT SCHEDULE	01/20/22
1.48	1	PLANT SCHEDULE	01/20/22
1.49	1	PLANT SCHEDULE	01/20/22
1.50	1	PLANT SCHEDULE	01/20/22



NO.	DATE	DESCRIPTION
1	01/20/22	PRELIMINARY
2	01/20/22	REVISION
3	01/20/22	REVISION
4	01/20/22	REVISION
5	01/20/22	REVISION
6	01/20/22	REVISION
7	01/20/22	REVISION
8	01/20/22	REVISION
9	01/20/22	REVISION
10	01/20/22	REVISION

# TRIUMPH PRELIMINARY

## EAGLE MOUNTAIN CITY, UTAH

### LANDSCAPE PLAN

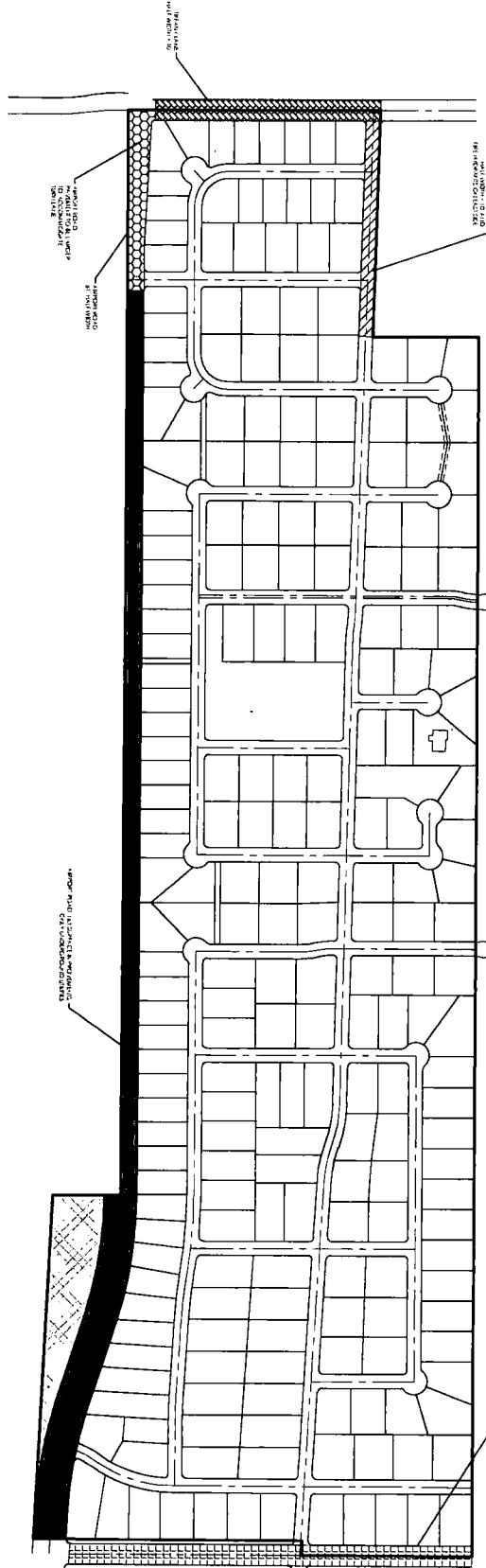
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 CHECKED BY: [Name]



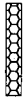
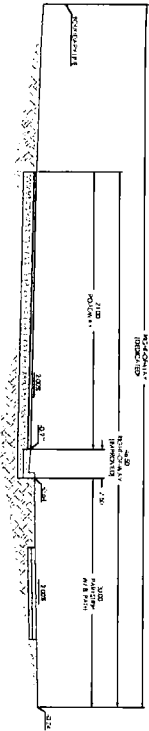
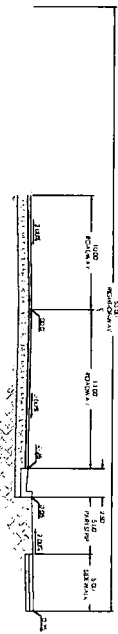
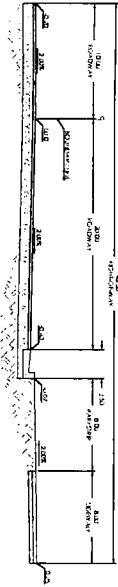
6999 S 11200 TECH DRIVE SUITE 208  
 MERVILE UTAH 84051  
 TEL: (435) 312-6871  
 WWW.FOCUS-UTAH.COM

**EXHIBIT "E"**  
**ROAD IMPROVEMENT DIAGRAM**

{00621968.DOCX /}



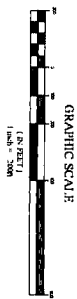
NOTE: FENCING ALONG ARTERIAL AND COLLECTOR ROADS FOR REAR AND SIDES OF LOTS TO BE DURABLE 6' PRIVACY FENCE OF CONCRETE OR MASONRY.



61' (HALF WIDTH)

48' (HALF WIDTH + 10')

53' RESIDENTIAL ROAD



NO.	DATE	DESCRIPTION

**TRIUMPH**  
EAGLE MOUNTAIN, UTAH COUNTY, UTAH  
**EXHIBIT F**

FOR REVIEW ONLY

**FOCUS**  
ENGINEERING AND SURVEYING, I.L.C.  
6949 S HIGH TECH DRIVE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 352-0975  
www.focusi.com

**EXHIBIT F**

DATE: 10/20/22  
DRAWN BY: JSA  
CHECKED BY: JSA  
SCALE: AS SHOWN