WHEN RECORDED, MAIL TO:
Ivins City
Attn: City Recorder
85 N. Main St.
Ivins, UT 84738

Parcel No: I-SB-21-B-1

DEVELOPMENT AGREEMENT FOR THE HAFEN FARMS SUBDIVISION
IVINS CITY, WASHINGTON COUNTY, UTAH

This Development Agreement ("Agreement") is entered into as of this _____ day of _____, 2022, by and between _____, owner/developer ("developer") of certain real property located in Ivins City, Washington County, Utah, on which owner/developer proposes to develop a project known as the _____ Subdivision (the "Project"), and Ivins City, a municipality and political subdivision of the State of Utah, by and through its City Council ("City").

RECITALS

A. Developer desires to develop a parcel of real property approximately 9.21 acres in size located at approximately 350 South and 450 East, Ivins City, Washington County, Utah, the legal description of which is set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), on which it proposes the development of a certain subdivision known as the Hafen Farms Subdivision, consisting of a total of 35 residential lots, as more fully reflected on Exhibit B attached hereto and incorporated herein.

B. The Project shall be developed in a single phase, with construction to begin after receipt of Final Plat approval.

C. Developer acknowledges that it must comply with all City development standards and ordinances, including applicable zoning and subdivision ordinances, fencing regulations, design guidelines, and design & construction standards, as well as the standards and specifications set forth and/or incorporated herein.

D. Developer acknowledges the potential shortage of culinary and/or secondary water in the City and understands that building permits will be issued only upon water availability as determined by the Washington County Water Conservancy District.

E. This Development Agreement is intended to set forth the entire agreement between the Developer and the City regarding the development of the Project.

F. Ivins City is acting pursuant to authority under The Municipal Land Use, Development, and Management Act (U.C.A. §§10-9a-101 et. seq., as amended from time to time, hereinafter the "Act"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Developer and Ivins City hereby agree as follows:

1. Recitals; Findings. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference. The City finds that the development of the Property pursuant to this Agreement and applicable City ordinances will result in meaningful planning and economic benefits to, and shall further the health, safety and welfare of the City and its residents by, among other things: (i) requiring development of the Property in a manner consistent with the applicable rules, regulations and policies of the City; (ii) providing for the dedication of infrastructure improvements to be completed as set forth herein and/or as consistent with current State or City regulations; and (iii) preserving the natural beauty and view of the surrounding environment through agreed upon construction materials and building

height limitations. The City is entering into and approving this Agreement pursuant to its authority under the Act and City ordinances, policies and regulations and has made certain determinations with respect to the Property and, in the exercise of its legislative discretion, has elected to approve this Agreement as an agreement, compromise, and settlement as to the matters covered by this Agreement.

2. Development.

a. Project Plans. Any construction plans approved by the City related hereto, the Preliminary Plan as reflected in Exhibit B and the Final Plat to be approved, as well as any exhibits attached hereto (collectively the "Project Plans"), are integral parts of this Agreement. The City's approval of the Project is based upon the City's reliance that the Project will be developed in accordance with the standard and quality of improvements, unit densities, dedication of easements, roadways, and other improvements, as represented in the Project Plans and this Agreement.

b. Development Guidelines. The following development guidelines shall be part of the Project Plans:

i. Exterior materials shall only be stucco, stone, brick, exposed concrete or concrete block.

ii. All exterior colors shall be in compliance with City Code;

iii. No metal or vinyl siding shall be allowed, however metal detailing and accent may be on a case by case basis, i.e. copper, rusted steel patina.

iv. All exterior lighting shall be in compliance with City Code.

v. All fencing within or around the Project shall be constructed of colored masonry, rock, stucco, and/or exposed colored concrete throughout the Project; and

vi. No metal roofing materials shall be allowed; however metal detailing and accent may be on a case by case basis. All other roofing material shall be in compliance with City Code.

vii. Fire access / turnaround and fire hydrant shall be installed in compliance with the Fire Code adopted by Ivins City.

c. Development. Upon execution of this Agreement by the City, the Developer is authorized to develop the Property as set forth in this Agreement and in accordance with the types, densities and intents of the land uses set forth in the Project Plans and this Agreement.

d. Stormwater Plan. Developer's stormwater plan includes abandoning the current stormwater facilities existing along the eastern boundary of the Project and rerouting the stormwater system through new upsized facilities to be constructed by Developer as shown on Exhibit C – Stormwater Plan attached hereto and incorporated herein in full (the "Stormwater Improvements"). In addition, once the Stormwater Improvements are installed and accepted by the City, Developer shall prepare for abandonment the abandoned stormwater facilities by either removing such facilities in conjunction with grading activity or by filling such facilities with concrete or other material as approved by the City. The anticipated cost of the Stormwater Improvements and other work required by this Section 2(d) is $63,800 as shown on the Project Proposal attached hereto as Exhibit D. Developer shall pay $30,000 of the costs shown on Exhibit D and the City shall pay the remaining $33,800. Nothing herein relieves Developer of having all construction activities to either construct the Stormwater Improvements or prepare the abandoned stormwater facilities approved by the City as otherwise required by law.

e. Consideration for Stormwater Improvements. As consideration for Developer contributing toward the cost of the obligations required by section 2.d. above, including all required upsizing, the City shall convey to Developer the land shown in red on Exhibit C labeled as "Land for disposal" (the "Abandoned Stormwater Land"). The conveyance shall occur by including the Abandoned

Stormwater Land on the Final Plat, with the City signing the plat as an owner with intent to convey. The City hereby disclaims all warranties of title and condition with regard to the Abandoned Stormwater Land. Developer expressly acknowledges that it will receive the Abandoned Stormwater Land "as-is" for all purposes.

3. Documentation Supporting Provisions Herein. If the City determines that any provision of this Agreement requires a separate (recordable or otherwise) document/agreement to protect or clarify the City's rights pursuant to the intent of the parties under this Agreement, both parties shall cooperate in preparing and completing such documents.

4. Default. If Developer is in default of any term of this Agreement, the City shall have no obligation to approve any other application made by Developer or any other party regarding the Property or any other property owned by, or being developed by, Developer or Owner in Ivins City. Further, the City may order Developer to stop all development activities until such default is cured.

5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by Ivins City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.

6. Subdivision Plat Approvals and Compliance with City Design and Construction Standards. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of Ivins City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Ivins City, including but not limited to, the Ivins City Subdivision Ordinance and Standards and Specifications for Design and Construction.

7. Agreement to Run with the Land. This Agreement shall be recorded against the Property described in Exhibit A and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property. Additionally, Developer shall provide appropriate notes upon the Final Plat prior to recordation giving notice of the primary provisions of this Agreement.

8. Miscellaneous Terms.

a. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent signed by the Mayor with the approval of the City Council, which consent shall not be unreasonably withheld.

b. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. However, in the event Developer fails to proceed in a timely fashion resulting in the revocation or loss of Final Plat or Preliminary Plan approvals for the Project, the City may terminate this Agreement and require a new Development Agreement as part of any future approval process.

c. No Joint Venture, Partnership or Third-Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

d. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

e. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

f. Previous Agreements. Except as otherwise expressly provided herein, this Agreement is the exclusive agreement of the parties and replaces and supersedes all prior agreements between the parties pertaining to this Project.

g. Amendments. The Developer and the City agree to cooperate and pursue and amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in this Agreement and the development of the Property in light of any changes in market conditions or development requirements. All amendments shall be in writing and shall be approved and signed by both the Developer and the City. Any amendment to this Agreement shall be recorded.

h. Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

i. Survival. It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

j. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

k. Plat Notes. Primary provisions of this Agreement, as determined by the City, shall be included as notes on any Final Plat of the Project, as well as incorporated into the Project Restrictive Covenants documents.

IN WITNESS WHEREOF, the parties have executed this Development Agreement the day and year first above written.

IVINS CITY:

_____
Chris Hart, Mayor

Attest:

_____
Kari D. Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, _____, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

OWNER / DEVELOPER:

XXXXXX

_____
XXXXXX

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the ___ day of _____, _____, personally appeared before me _____, whose identity is Personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that _____ is the Owner of the _____ SUBDIVISION and that the foregoing document was signed by _____ by authority, and _____ acknowledged before me that _____ executed the document for its stated purpose.

_____
Notary Public

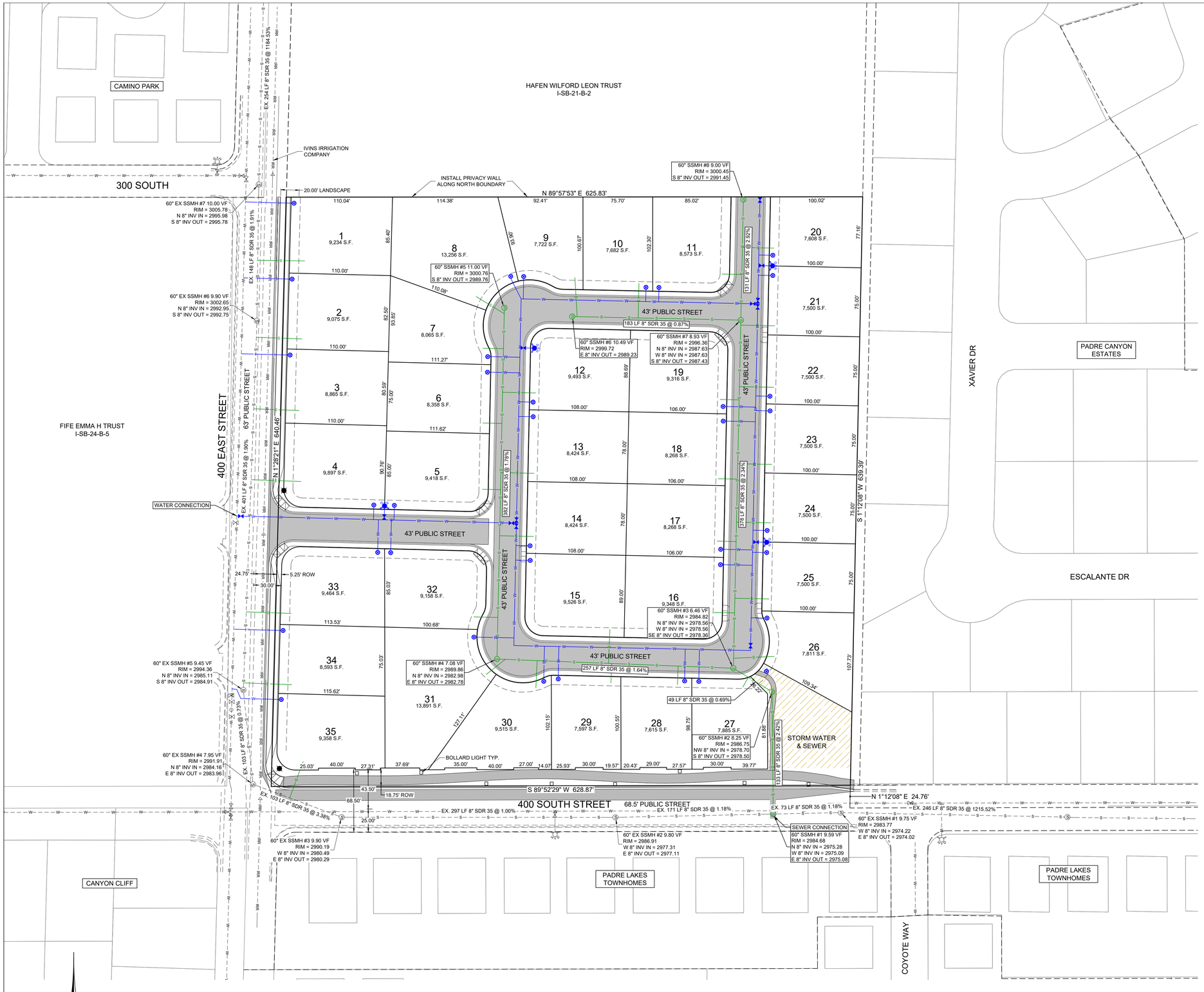
EXHIBIT A – Legal Description

HAFEN FARMS LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS S 89°52'29" W 1961.23 FEET ALONG THE CENTER SECTION LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND N 1°12'08" E 24.76 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, AND RUNNING THENCE S 89°52'29" W 628.87 FEET; THENCE N 1°28'21" E 640.46 FEET, TO THE SOUTH LINE OF LOT 3, BLOCK 12, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 89°57'53" E 625.83 FEET ALONG SAID SOUTH LINE, TO A POINT ON THE WEST BOUNDARY LINE OF PADRE CANYON ESTATES PHASE 6, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE S 1°12'08" W 639.39 FEET ALONG SAID BOUNDARY LINE AND THE EXTENSION THEREOF, TO THE POINT OF BEGINNING.

CONTAINS 401,333 SQ FT OR 9.21 ACRES MORE OR LESS

EXHIBIT B – Preliminary Plan





VICINITY MAP
(N.T.S.)

LEGAL DESCRIPTION

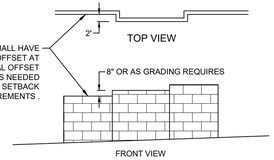
BEGINNING AT A POINT WHICH IS S 89°52'29" W 1961.23 FEET ALONG THE CENTER SECTION LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND N 1°12'08" E 24.76 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, AND RUNNING THENCE S 89°52'29" W 628.87 FEET; THENCE N 1°28'21" E 640.46 FEET, TO THE SOUTH LINE OF LOT 3, BLOCK 12, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 89°57'53" E 625.83 FEET ALONG SAID SOUTH LINE, TO A POINT ON THE WEST BOUNDARY LINE OF PADRE CANYON ESTATES PHASE 6, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE S 1°12'08" W 639.39 FEET ALONG SAID BOUNDARY LINE AND THE EXTENSION THEREOF, TO THE POINT OF BEGINNING.

CONTAINS 401,333 SQ FT OR 9.21 ACRES MORE OR LESS

LEGEND

- FIRE HYDRANT
- EXISTING FIRE HYDRANT
- WATER GATE VALVE
- EXISTING WATER GATE VALVE
- 3/4" WATER LATERAL & SERVICE WITH BOX
- EXISTING WATER LINE
- C-900 CLASS 150 WATER LINE 8"Ø UNLESS SIZE NOTED OTHERWISE
- IRRIGATION VALVE
- EXISTING IRRIGATION VALVE
- IRRIGATION LATERAL & SERVICE
- EXISTING WATER LINE
- 4" IRRIGATION LINE
- SEWER MANHOLE (SIZE AS NOTED ON PLAN)
- 4" PVC SEWER LATERAL
- EXISTING SEWER LINE
- 8" SDR 35 PVC SEWER LINE
- SUBDIVISION BOUNDARY
- PROPOSED LOT LINE
- EASEMENT LINE
- PROPOSED CURB & GUTTER
- INSTALL LIGHT BOLLARD (70' MAX SPACING)
- INSTALL ADA RAMP (PER CITY STD)
- RING & LID MONUMENT
- EXISTING COBRA LIGHT
- PROPOSED STREET LIGHT
- COMMON AREA (TO BE DEDICATED TO IVINS CITY)

PRIVACY WALL DETAIL
(400 SOUTH)

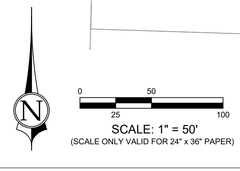


AREA: 9.21 ACRES
UNITS: 35 LOTS
DENSITY: 3.8 DU/ACRE

43' PUBLIC STREETS
CURRENT LAND USE: MDR
CURRENT ZONE: R-1-7.5

APPLICANT
CLARK COLLEDGE
1192 E DRAPER PKWY #447
DRAPER, UT 84020
CLARK@CLARKCOLLEDGE.COM

OWNER
HAFEN FARMS LLC
1192 E DRAPER PKWY #447
DRAPER, UT 84020



SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

Exhibit B - Hafen Farms Preliminary Plan

HAFEN FARMS
PRELIMINARY PLAN
PARCEL: I-SB-21-B-1

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

CivilScience

HAFEN FARMS
PRELIMINARY PLAN
LOCATED IN IVINS, UTAH

PROJ. #:24613
DRAWN BY: BLW
DATED: 05/29/2025
CHECKED BY:
SCALE OF SHEET
HOR SCALE: 1" = 50'

SHEET 1 OF 4

CAMINO PARK

HAFEN WILFORD LEON TRUST
I-SB-21-B-2

300 SOUTH

FIFE EMMA H TRUST
I-SB-24-B-5

63' PUBLIC STREET

400 EAST STREET

43' PUBLIC STREET

43' PUBLIC STREET

43' PUBLIC STREET

400 SOUTH STREET 68.5' PUBLIC STREET

SDCB #1
GRATE = 3000.28
S 18" INV OUT = 2995.34

SDCI #7
GRATE = 2997.12
SE 12" INV OUT = 2990.80

SDCI #8
GRATE = 2995.63
N 18" INV IN = 2986.72
SW 18" INV OUT = 2986.72

SDCI #6
GRATE = 2995.08
NE 18" INV IN = 2989.17
NW 12" INV IN = 2989.17
S 18" INV OUT = 2989.17

SDCI #5
GRATE = 2985.91
N 18" INV IN = 2982.06
SE 18" INV OUT = 2982.06

SDCI #4
GRATE = 2988.31
E 18" INV OUT = 2984.30

SDCI #3
GRATE = 2985.32
W 18" INV IN = 2981.76
SE 18" INV OUT = 2981.76

DBL SDCI #2
GRATE = 2985.51
NW 18" INV IN = 2981.63
NW 18" INV IN = 2981.63
SE 18" INV OUT = 2981.63

SDCI #1
GRATE = 2983.39
N 12" INV IN = 2979.58
E 12" INV OUT = 2979.58

OUTLET #1
GRATE = 2986.00
S 12" INV OUT = 2983.00

EX SDCI #1
RIM = 2982.83
NEW 12" INV IN = 2979.39
INV OUT = 2979.39

END SECTION #1
18" INV = 2984.00

1 9,234 S.F. PAD=3005.9
2 9,075 S.F. PAD=3004.1
3 8,865 S.F. PAD=3002.5
4 9,897 S.F. PAD=3000.9
5 9,418 S.F. PAD=2997.9
6 8,358 S.F. PAD=2999.9
7 8,065 S.F. PAD=3002.1
8 13,258 S.F. PAD=3002.5
9 7,722 S.F. PAD=3002.0
10 7,682 S.F. PAD=3001.7
11 8,573 S.F. PAD=3000.0
12 9,493 S.F. PAD=2999.0
13 8,424 S.F. PAD=2997.0
14 8,424 S.F. PAD=2995.5
15 9,526 S.F. PAD=2993.5
16 PAD=2990.5
17 8,268 S.F. PAD=2992.0
18 8,268 S.F. PAD=2994.5
20 7,608 S.F. PAD=3000.5
21 7,500 S.F. PAD=2997.5
22 7,590 S.F. PAD=2995.5
23 7,500 S.F. PAD=2993.9
24 7,500 S.F. PAD=2992.0
25 7,500 S.F. PAD=2990.4
27 7,885 S.F. PAD=2986.5
28 7,615 S.F. PAD=2987.5
29 7,597 S.F. PAD=2989.0
30 9,515 S.F. PAD=2990.0
31 13,891 S.F. PAD=2991.0
32 9,158 S.F. PAD=2996.0
33 9,464 S.F. PAD=2997.2
34 8,593 S.F. PAD=2995.7
35 9,358 S.F. PAD=2994.0

PAD=2997.8
PAD=2988.8

12" HDPE 62 L.F. @ 2.61%
18" HDPE 35 L.F. @ 7.04%
18" HDPE 153 L.F. @ 5.63%
8" HDPE 294 L.F. @ 2.42%
18" HDPE 174 L.F. @ 1.46%
18" HDPE 58 L.F. @ 0.74%
18" HDPE 58 L.F. @ 0.22%
18" HDPE 43 L.F. @ 5.45%
12" HDPE 27 L.F. @ 12.89%
12" HDPE 31 L.F. @ 0.60%

EX PAD=3000 ±
EX PAD=2997 ±
EX PAD=2995 ±
EX PAD=2994 ±
EX PAD=2992 ±
EX PAD=2992 ±
EX PAD=2986 ±

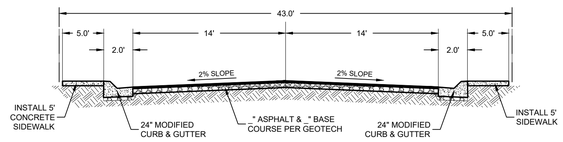
PADRE CANYON ESTATES
XAVIER DR
ESCALANTE DR
EXISTING STORM DRAIN (CITY)
STORM WATER & SEWER
CANYON CLIFF
PADRE LAKES TOWNHOMES
PADRE LAKES TOWNHOMES
COYOTE WAY

0 50
25 100
SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

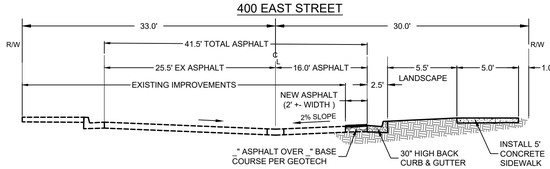
LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED LOT LINES
- EXISTING LOT LINES
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED RETAINING WALL
- DRAINAGE FLOW DIRECTION
- PAD= 00.00 — FINISH PAD ELEVATION
- LOCATION ELEVATION — SPOT ELEVATION

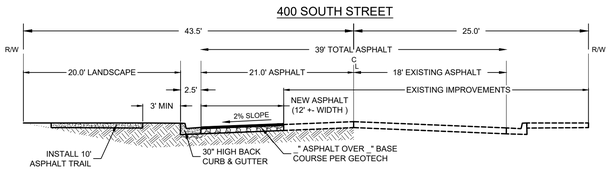
43' PUBLIC STREET



400 EAST STREET



400 SOUTH STREET



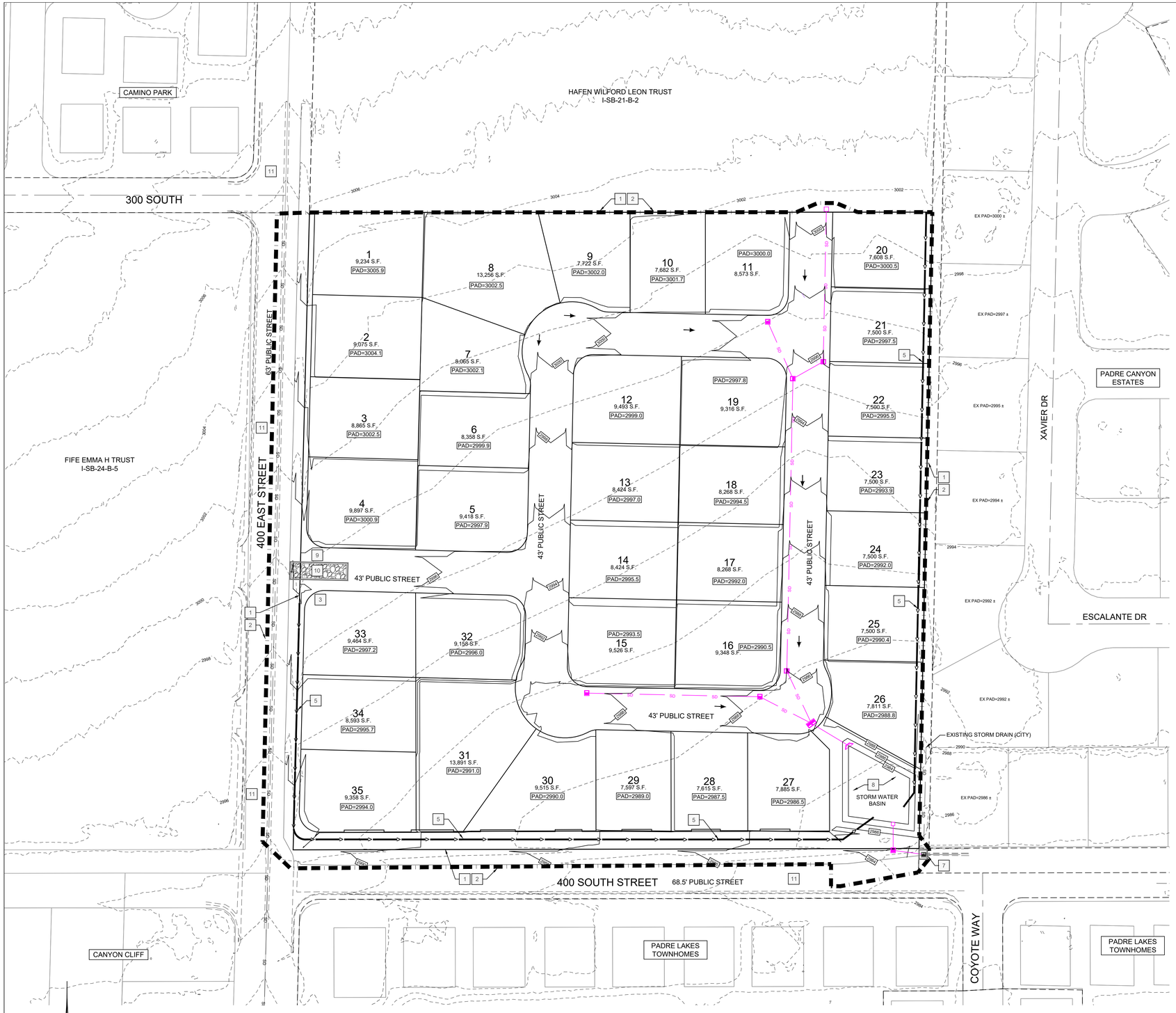
HAFEN FARMS
PRELIMINARY GRADING & DRAINAGE

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

HAFEN FARMS
PRELIMINARY GRADING & DRAINAGE
LOCATED IN IVINS, UTAH

PROJ. #:24613
DRAWN BY: BLW
DATED: 05/29/2025
CHECKED BY:
SCALE OF SHEET
HOR SCALE: 1" = 50'

SHEET 2 OF 4



CONSTRUCTION NOTES:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING THE EROSION CONTROL FACILITIES SHOWN.
2. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. ADDITIONAL CONTROL DEVISES MAY BE REQUIRED UPON INSPECTION OF PROPOSED FACILITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREETS CLEAN AND FREE FROM DEBRIS FROM TRAFFIC FROM THE SITE.
4. ALL STORM DRAIN FACILITIES ON SITE AND ADJACENT TO THE SITE NEED TO BE PROTECTED FROM SITE RUNOFF. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.
5. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX AND PLANTING SPECIFICATIONS.
6. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING ARE IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
7. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY AND REMOVED WHEN THE SITE IS PAVED.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.
9. BLOWING DUST MUST BE CONTROLLED AT ALL TIMES. INSTALLATION OF A SILT SCREEN AND SITE WATERING SHALL BE USED TO CONTROL DUST. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
11. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
12. ALL MEASURES CONTAINED IN THIS PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. ANY NEEDED CLEANING AND REPAIRS NEED TO BE DONE IMMEDIATELY UPON DISCOVERY. ALL UTILITY LINES SHALL BE CLEANED OF DIRT AND DEBRIS PRIOR TO BEING PUT INTO SERVICE DOWN-GRADE LINES MUST BE PROTECTED FROM WASH-WATER DURING THE CLEANING TO AVOID CONTAMINATION AND COMPROMISING OUTFALL CLEANLINESS.

CONSTRUCTION KEYNOTES

1. PROPERTY BOUNDARY
2. LIMITS OF CONSTRUCTION
3. CONCRETE WASHOUT (LINED / IMPERVIOUS)
4. EARTH DIKES AND DRAINAGE SWALES
5. BERM (OR EQUIVALENT)
6. RIP-RAP
7. STORM DRAIN INLET PROTECTION
8. DETENTION BASIN
9. ENTRANCE / OUTLET TIRE WASH
10. STABILIZED CONSTRUCTION ENTRANCE
11. **STREET SWEEPING AND VACUUMING**

LEGEND

- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- PROPOSED LOT LINES
- EXISTING LOT LINES
- LIMITS OF CONSTRUCTION
- EXISTING CURB & GUTTER
- EARTH DIKES AND DRAINAGE SWALES
- BERM (OR EQUIVALENT)
- DRAINAGE FLOW DIRECTION
- STORM DRAIN INLET PROTECTION
- TEMP. CONSTRUCTION EXIT (ROCK TO BE 4" MIN. X 12" DEEP MIN.)

N

0 50
25 100
SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

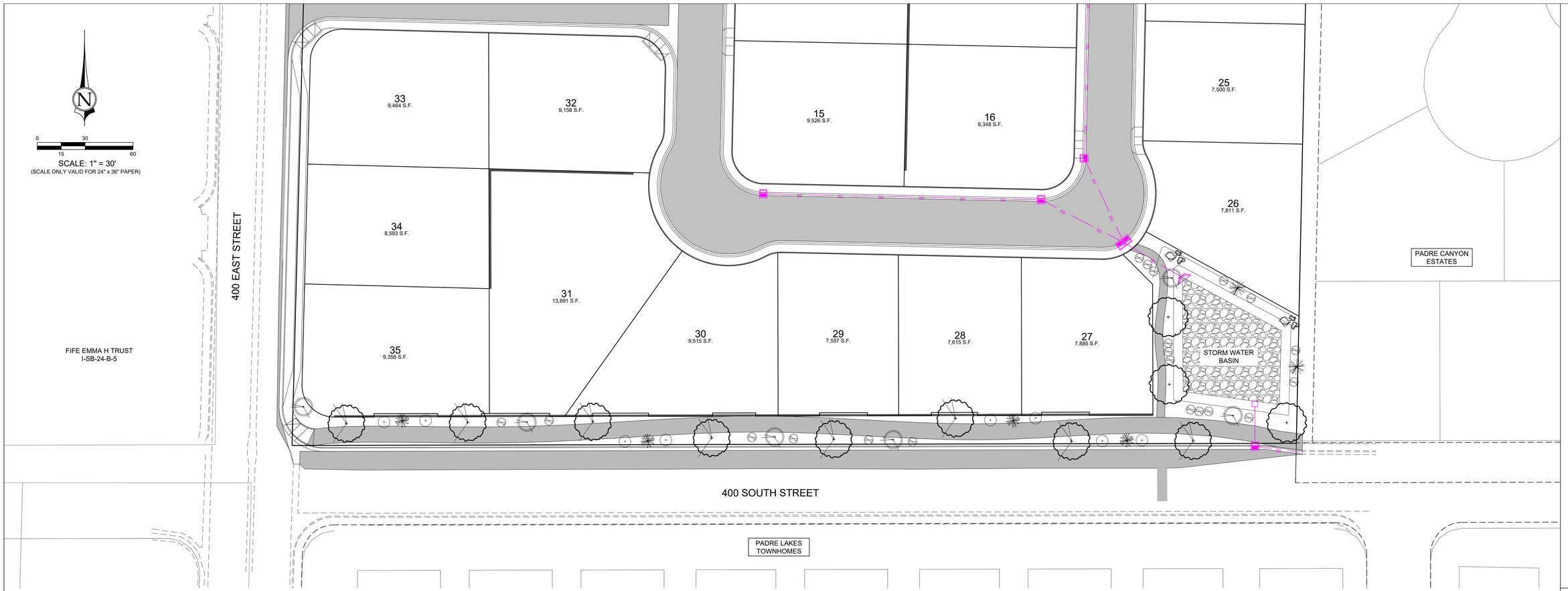
HAFEN FARMS
DUST & EROSION CONTROL PLAN

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

HAFEN FARMS
DUST & EROSION CONTROL PLAN
LOCATED IN IVINS, UTAH

PROJ. #:	24613
DRAWN BY:	BLW
DATED:	05/09/2025
CHECKED BY:	
SCALE OF SHEET HOR SCALE:	1" = 50'

SHEET 3 OF 4



1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

GENERAL CONSTRUCTION NOTES:

1. NOTES SHALL BE USED FOR GENERAL REFERENCE IN CONJUNCTION WITH ALL WORK ELEMENTS SHOWN ON THE ENCLOSED PLANS.
2. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS, AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING WORK. NOTIFY OWNER'S REPRESENTATIVE SHOULD CONFLICTS ARISE.
3. REFER TO ENGINEERING PLANS FOR CONSTRUCTION AND GRADING CONSIDERATIONS OF THE SITE. CROSS REFERENCE WORK THAT MAY IMPACT IMPROVEMENTS SHOWN ON THESE DOCUMENTS.
4. LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE AND ALL GRADING AT +/- 3"
5. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
6. CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATIONS OF UNDERGROUND SERVICES AND IMPROVEMENTS.
8. PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
9. CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDSCAPE SHALL BE RE-INSPECTED DURING FINAL INSPECTION. ANY DAMAGED AREAS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
12. THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAGMEN OR OTHER NECESSARY SAFEGUARD.
13. ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND THE OWNER. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES. ENGINEER SHALL NOT BE RESPONSIBLE FOR DISCREPANCIES IN CONTRACT, PAYMENT AMOUNTS, SCHEDULE OR QUALITY OF WORKMANSHIP.

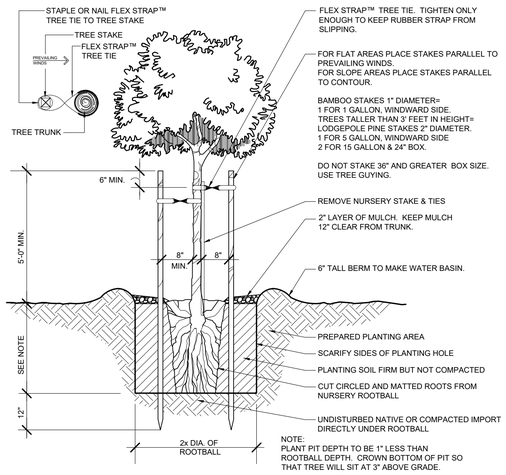
LANDSCAPE NOTES:

1. LANDSCAPE AREAS ARE DEFINED AS ALL NON-PAVED AREAS DISTURBED BY CONSTRUCTION. SLIGHT VARIATIONS MAY EXIST BETWEEN ON-SITE CONDITIONS AND DRAWINGS. CONTRACTOR SHALL ADJUST PLANTING LAYOUT AS REQUIRED TO MAINTAIN PLANT QUANTITIES AND DESIGN INTENT.
2. THE LANDSCAPE ARCHITECT/ OWNER'S REPRESENTATIVE SHALL APPROVE ANY AND ALL SUBSTITUTIONS.
3. LOCATE PLANTS AWAY FROM OBSTACLES SUCH AS FIRE HYDRANTS, TRANSFORMERS, AND LIGHT FIXTURES.
4. ALL PLANT MATERIAL SHALL MEET INDUSTRY STANDARDS. THE LANDSCAPE ARCHITECT OR HIS REPRESENTATIVE RESERVES THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE.
5. ALL TREES TO BE STAKED SHALL BE STAKED OUTSIDE ROOTBALL, SEE TREE STAKING DETAIL FOR MORE INFORMATION. TREES SHALL BE A MINIMUM OF 3' FROM CURB OR SIDEWALK, SHRUBS SHALL BE 2' OR MORE AWAY FROM CURBS OR SIDEWALKS. REFER TO PLANS AND MAINTAIN SHRUB MASSING AS SHOWN AWAY FROM HARDSCAPE.
6. SOIL MIX FOR ALL TREES, SHRUBS, & GROUND COVER SHALL BE : 3 PARTS TOPSOIL, 1 PART NUTRIFIED GROUND BARK MULCH OR APPROVED EQUAL.
7. GRANULAR TOP DRESSING / ROCK MULCH SHALL EXTEND UNDER SHRUBS AND RAKED UNIFORMLY ALONG CURBS, SIDEWALKS AND WALLS.

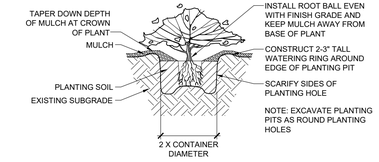
LANDSCAPE MATERIALS & PLANT LIST

Symbol	Common Name	Scientific Name	Qty	Size	Notes
	Trees				
	MAVERICK MESQUITE	PROSOPIS GLANDULOSA 'MAVERICK'	3	24" BOX	STAKED
	HOLLY OAK	QUERCUS ILEX	3	24" BOX	STAKED
	Accents				
	YELLOW BIRD OF PARADISE	CAESALPINIA GILLIESII	4	15 GAL	
	RED YUCCA	HESPERALOE PARVIFLORA	13	3' X 3'	
	GRAY DESERT SPOON	DASYLIRION WHEELERI	7	5' X 5'	
	Shrubs				
	TEXAS RANGER, MIX	LEUCOPHYLLUM CANDIDUM, LAEVIGATUM	10	5 GAL	
	Flowering Perennials				
	DESERT PAINTBRUSH	CASTILLEJA CHROMOSA	40	1 GAL	
	ROCK MULCH TYPE 1	1/2" MINUS CHAT - LIGHT BROWN	5,990 s/f	1/2" MINUS. 3" DEPTH	
	ROCK MULCH TYPE 2	1.5"-6" ROCK MULCH - "CAPPUCCINO"	6,055 s/f	3"-6" DIA. 3" MIN. DEPTH	
	BOULDERS	BEIGE SANDSTONE	26	3'-5' DIA.	

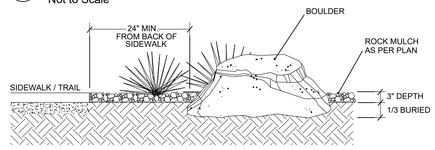
L-1 TREE PLANTING & STAKING DETAIL
Not to Scale



L-2 SHRUB PLANTING DETAIL
Not to Scale



L-3 ORNAMENTAL BOULDER LOCATION & PLACEMENT
Not to Scale



NOTES:
1. SOIL MIX FOR ALL TREES, SHRUBS & GROUND COVER SHALL BE: 3 PARTS TOPSOIL, 1 PART NITRIFIED GROUND BARK MULCH OR APPROVED EQUAL.

HAFEN FARMS
PRELIMINARY LANDSCAPE PLAN

LOCATED IN IVINS, UTAH

PROJ. #:24613
DRAWN BY: BLW
DATED: 05/29/2025
CHECKED BY:
SCALE OF SHEET
HOR SCALE: 1" = 50'

SHEET
4
OF
4

EXHIBIT C – Stormwater Plan

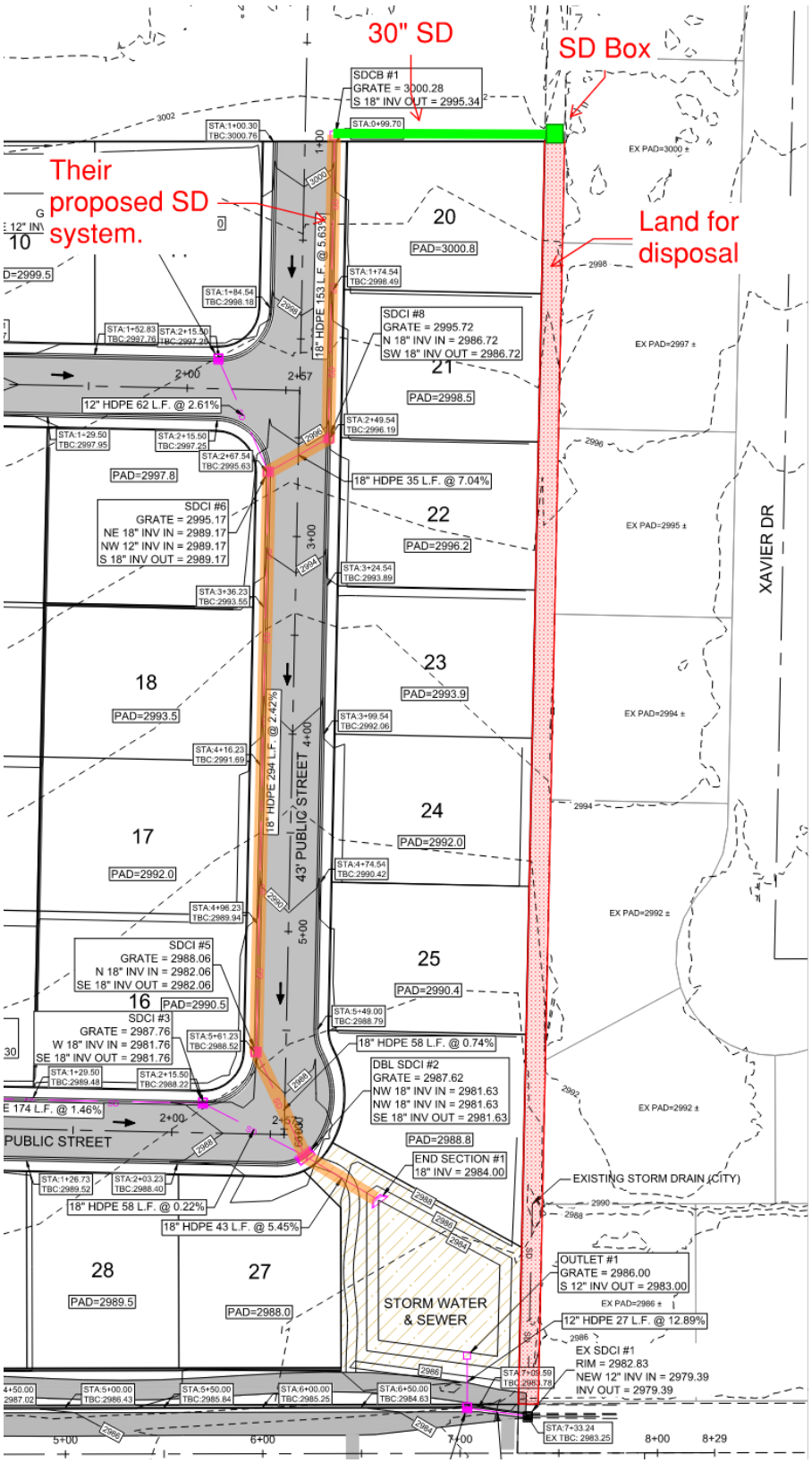


EXHIBIT D – Stormwater Improvements Project Proposal

Royal T ENTERPRISES

PROJECT PROPOSAL

Project: Hafen Farms
Quote #: 2025-b25

Customer: Hafen Farms
Date: 7/14/2025 (Valid for 30 Days)

05 - Storm Drain				
Storm Drain - Tie-In	1	ea	3,300.00	3,300
Storm Drain - 30"Mainline	100	lf	105.00	10,500
Storm Drain - 18"- 30" Mainline price diffrence	600	lf	47.00	28,200
Storm Drain - Drop Inlet Boxes price incease for upsizing	5	ea	700.00	3,500
Storm Drain - Drop Inlet Boxes 4x4 for tie into exs	1	ea	5,500.00	5,500
Storm Drain - Remove or slurry with concrete ends	640	lf	20.00	12,800
Total Storm Drain				**63,800**

Total Proposal	**63,800**

Terms and Conditions

- This proposal is based on plans from (engienerr) (dated) (Statius)
- Exclusions are: Surveying, Testing, Permits, and Fees.
- All utilities/drain lines installed to 5' outside of the building; Fire Riser installation & all utilities/drains connections by Others.
- Royal T Enterprises is not responsible for damage to finished subgrade, road base, concrete, and/or asphalt surfaces by other trades. Any re-grading that may be required due to the activities of other trades, after the completion of Royal T Enterprises' work scope, will be billed additionally.
- Royal T Enterprises will install track out pad, and burms required by SWPPP. Additional track out rock will be $500 per load. The SWPPP/BMP's provided by Others, during the prosecution of our scope(s) of work.
- Landscaping, gas, & site electrical/JUC work are excluded from this bid proposal.
- Subcontractor-provided quantities are estimates only. Payment for unit price work performed by subcontractors will be based on as-measured quantities after completion of their portion of the work.
- In the event that encountered field conditions are markedly different than those represented in the plans, Royal T Enterprises reserves the right to negotiate an agreeable change in compensation.

● In the event that rock that cannot be excavated is hit that isn't already indicated on the soils report, Royal T Enterprises reserves the right to negotiate additional compensation for hammering, blasting, or additional equipment needed to perform the task.

● This bid proposal excludes any and all work not specifically outlined in the above items.

● Any blasting necessary for excavation or trenching will be billed at the current blasting rates plus 15%.

● Any changes/addenda to the above-referenced plans constitute a change to our scope of work and will allow us additional/modified compensation.

● General Conditions for this proposal will be billed in two equal installments on the first and second pay requests, if applicable.

● If accepted, this proposal is to be included as part of the contract documents, if a subcontractor agreement is to follow.

● Concrete, Asphalt, Pipe and all other materials, do not include any future price increases. Current market fluctuations render it impossible for Royal T Enterprises to guarantee these prices. Any significant material price increase occurring during the prosecution of related scope items will be applied to this estimate and or contract.

● Annual interest of eighteen (18)% will be applied monthly after thirty (30) days past due on outstanding invoices. The customer agrees to pay all costs associated with the collection of any unpaid invoices.

Approval

Proposal Total: $63,800

Hafen Farms

(Signature)

Clark Colledge

(Printed Name)

(Date)

Royal T Enterprises, Inc.

(Signature)

Tj Griffiths

(Printed Name)

(Date)

335 E St. George Blvd. Ste 101
St. George, UT 84770
435.627.8414
Tj@royaltusa.com

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU

