59

When recorded, mail to:
Kari Jimenez
City Recorder
Ivins City
85 N. Main St.
Ivins, UT 84738

DOC # 20250038143
Agreement Page 1 of 59
Gary Christensen Washington County Recorder
11/04/2025 09:57:18 AM Fee $ 0.00
By IVINS CITY

Parcel No. I-6-2-6-330, I-6-2-7-410

DEVELOPMENT AGREEMENT
Chinle Cliffs Subdivision

Ivins City, a Utah municipal corporation (the "City"), Chinle Cliffs, Inc. ("Developer"), and Teancum Properties LLC ("Adjacent Landowner") hereby enter this instrument effective as of 7-17-2025 (the "Effective Date").

RECITALS

A. Developer is authorized to act on behalf of the owners of approximately 129 acres of real property, commonly known as parcel numbers I-6-2-6-330 (approximately 31.01 acres) and I-6-2-7-410 (approximately 98.06 acres) (collectively, the "Property"). The Property is more particularly described on Exhibit A, which legal description is incorporated herein in full for all purposes. The land owning entities affirm their consent to this Agreement by their signature hereto.

B. The Property is located within the municipal boundaries of the City and therefore is subject to all laws and regulations applicable to property located therein, except as otherwise described herein. The City is acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act (UCA §§ 10-9a-101 et. seq) as may be amended from time to time, as well as the ordinances and regulations of the City governing land within the municipal boundaries of the City as may be amended from time to time.

C. The Property is also subject to a "Settlement Agreement" entered into between the then owners of the Property and the City effective as of August 14, 2006. The terms of the Settlement Agreement supersede the laws of the City as described therein. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit B, which agreement is incorporated herein in full for all purposes.

D. Developer desires to develop the Property materially consistent with the Settlement Agreement (the "Project") into a 130 lot residential subdivision to be known as "Chinle Cliffs Subdivision." A true and correct copy of the preliminary plan (including phasing) for the Project is attached hereto as Exhibit C (the "Preliminary Plan"), which Preliminary Plan is incorporated herein in full for all purposes. Exhibit C consists of 18 pages which will be presented to the Ivins City Planning Commission. Enforceability of this Agreement is conditioned upon approval of the Preliminary Plan by the Planning Commission.

E. As part of the Project, Developer desires to complete the development in phases and is seeking outcomes that vary from those that would otherwise be required by City Code. To the extent Developer desires to receive development rights from the City

to develop the Property not otherwise defined by governing laws and/or the Settlement Agreement, such rights must be defined in an agreement between Developer and the City.

F. The City has determined that the development of the Property pursuant to this instrument and applicable governing law 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 governing law; and (iii) preserving the natural beauty and view of the surrounding environment through agreed upon construction materials and building height limitations.

G. Adjacent Landowner is developing land adjacent to the Property and has determined that participating in the development of the Project as described herein will be to its benefit.

H. The parties have discussed various issues with regard to the development of the Project, have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in a final written expression of their agreement.

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which as adequate consideration the parties hereby acknowledge, the parties agree as follows:

1. Development of the Project. Developer shall develop the Project materially consistent with the Preliminary Plan and the Settlement Agreement. So long as Developer's requests for approvals as required by governing law materially match the Preliminary Plan and comply with the Settlement Agreement and otherwise comply with governing law, including regarding timing, the City shall approve such requests in the normal course of its business.

(a) Timely Development. In order to preserve Developer's rights herein, Developer must develop the Project, including the individual phases as contemplated herein and the completion of improvements to infrastructure which development shall from time to time require, within the timeframes required by the Ivins City Code.

(b) Costs of Development. Unless otherwise set forth herein, Developer shall bear the cost of all development and infrastructure improvement necessitated by development of the Project, regardless of whether such improvement is located on the Property.

(c) Modifications to the Project. Except as otherwise agreed to in writing by the City in the City's sole discretion, or shown on the Preliminary Plan, Developer may not (1) add any property to the Project, (2) increase the density of the project above 130 lots, (3) reconfigure the size, boundaries, or locations of any lot, street, or open space, including any open space dedicated to the City, (4) increase the size of any allowed disturbance area (as defined in the Settlement Agreement) on any lot, or (5) alter

the design elements authorized by the Settlement Agreement, except as may otherwise be allowed by existing governing law, or (6) alter any other element of the Project, except as may otherwise be allowed by existing governing law.

2. City Rights. Notwithstanding any language contained herein to the contrary, the City may exercise its legislative and/or police power in the future as allowed by law, subject to Developer's right to develop the Project as described herein. This Agreement is not intended to and does not bind the City's governing legislative body (the "City Council") in the independent exercise of its legislative discretion with respect to its powers, except as expressly stated otherwise herein. This instrument shall not be binding on the City unless and until it is approved by the Ivins City Council in a public meeting at which the development agreement is a properly agendized item for review.

3. Compliance with Laws and Regulations. Unless expressly stated otherwise herein, Developer shall comply with all applicable laws and requirements of the City for development of the Project, including the payment of fees and compliance with the City's design and construction standards for public improvements. Such laws and regulations include, but are not limited to, Title 14, "Buildings and Construction," Title 15, "Subdivision Regulations," Title 16, "Zoning Regulations," Title 16, Chapter 11, "General Development Standards", Title 16, Chapter 12, "Supplementary Development Standards," and Title 16, Chapter 19, "Site Plan and Building Design Guidelines and Standards." Except as otherwise expressly stated herein, the City retains all discretion to deny all non-compliant applications, construction drawings, or other required approvals as allowed by law.

4. No Guarantee of Water Availability. Developer acknowledges the potential shortage of culinary and/or secondary water in the City. Developer shall be solely responsible to secure all necessary approvals from the Washington County Water Conservancy District for culinary and secondary water. If Developer fails to secure any such approvals, the City may refuse to issue building permits until Developer secures such approvals and otherwise complies with applicable law.

5. Improvements; Dedications. Developer shall prepare and provide to the City a final plat dedicating to the City all roads shown on the Preliminary Plan as public roads and easements for public utilities as required by City Code. In addition, until the recording of the applicable final plat(s) Developer hereby grants the City an access easement across the Property as shown on the Preliminary Plan as "Access Easement," it being understood that the City needs access to the property to the east owned by the federal government. Upon recording of applicable final plat(s) converting the access easement into public streets, the access easement granted herein covered by such plat(s) shall terminate.

In addition to the final plats, the parties shall take the following actions, all of which are depicted on "Exhibit D: Development Agreement Objectives."

(a) Park. The City shall purchase the area shown on Exhibit D as the "Future City Park" (the "Park Land") by paying Developer $1,360,000, constituting fair market value as determined by appraisal dated May 28, 2025. Upon the City's payment to Developer of the purchase price for the Park Land, Developer shall convey free and clear title to the Park Land to the City. This Agreement shall serve as the purchase

agreement. Closing costs shall be split by Developer and the City, except that the City shall pay for any policy of title insurance requested by the City. The City shall be fully responsible to improve the park at its sole cost. Developer shall convey to Adjacent Landowner any portion between Fitness Way and Adjacent Landowner's property; upon which conveyance Adjacent Landowner shall improve Fitness Way and dedicate it to the City and any remaining part of the portion conveyed to Adjacent Landowner shall be owned by Adjacent Landowner. By their signatures hereto, all owners of the Park Land represent that they are all of the owners of the Park Land and have all necessary and required authority to convey the Park Land to the City as described herein. Further, all owners of the Park Land covenant to execute all documents necessary to transfer free and clear title to the Park Land to the City consistent with this section. If any of the owners of the Park Land, whether signatories hereto or not, fail to execute any documents necessary to convey the Park Land to the City, or otherwise fail to cooperate to effectuate the transfer of free and clear title as contemplated hereby, the City may terminate this Agreement in full.

(b) Fitness Way Frontage. Adjacent Landowner shall bear the cost of completing the surface improvements for the roadway labeled on Exhibit D as the "Fitness Way Frontage.

(c) Regional Stormwater Detention Basin. As part of the improvements required to obtain approvals for the first phase of the Project, Developer shall construct the area shown on the Preliminary Plan as the "Detention Basin" pursuant to all requirements of the City Code. The Detention Basin is intended to serve the Project and other land, including but not limited to the project being developed by Adjacent Landowner. The City shall not contribute to the cost of constructing the Detention Basin in any manner; except that the City may, at its cost, landscape the Detention Basin in a manner consistent with its improvement of the Park Land. Developer shall dedicate the Detention Basin to the City at no cost to the City. Upon dedication, the City shall maintain the Detention Basin. If Adjacent Landowner determines that it needs the Detention Basin prior to completion by Developer, Adjacent Landowner may elect to construct a temporary detention basin in the same location pursuant to specifications approved at that time by the City. Thereafter Developer shall complete construction of the Detention Basin as part of its first phase of construction. Upon completion of the Detention Basin or temporary basin, the existing detention basin located at Fitness Way and Guy Lane will no longer be needed.

(d) Access Points. Concurrent with the execution of this Agreement Adjacent Landowner, and/or any other entity owning or claiming a property interest in the land affected by this subsection, shall dedicate to the City all public right of way necessary to provide access to the Project along Kwavasa Drive, Juniper Way and Guy Lane (the "Access Points"). Draft Roadway Dedication documents sufficient to dedicate the Access Points to the City are attached hereto as Exhibit "E". Developer shall improve all Access Points that are not already improved pursuant to City specifications.

(e) Access Easement. The City may, at its own cost, elect to grade, and install road-base and chip seal surface along the Access Easement (the "Access Easement Improvements). In lieu of the City completing the Access Easement Improvements, Developer may, on or before the date the City intends to commence the

Access Easement Improvements, fully construct Chinle Cliffs Drive. If Developer timely completes the full improvement of Chinle Cliffs Drive, the City shall reimburse Developer an amount equal to the amount the City would have spent to complete the Access Easement Improvements.

(f) Park Access and Utilities. The area shown on Exhibit "D" as "Park Access Road" shall also be conveyed as part of the acquisition of the Park Land. The Developer will retain a municipal utility easement in an alignment acceptable to the City but generally within the Park Access Road area. Construction of surface improvements, if any, shall be the responsibility of the City and Adjacent Landowner, with each responsible to pay for half of the cost of constructing the surface improvements. This allows access from Adjacent Landowner's Property. Developer shall construct all other improvements needed to fully construct the Park Access Road, including but not limited to all underground utilities needed within the Park Access Road. It is understood by the parties that "Park Access Road" is not the name of this road, but that the name of this road will be decided upon at a later date.

(g) Electricity and Sewer Extensions. The City may, at its own cost, elect to extend electricity and or a small diameter pressure sewer line through the Project to any land that it owns adjacent to the Project (the "Extension Improvements") through either the Park Access Road or the Access Easement at the City's discretion. The City will coordinate with Developer regarding the location and depth of the Extension Improvements to avoid, if possible, the need to rebuild such improvements when roads are fully developed. In lieu of the City completing the Extension Improvements, Developer may, on or before the date the City intends to commence the Extension Improvements, extend electricity and/or sewer in the same manner as the Extension Improvements. If Developer timely completes the Extension Improvements, the City shall reimburse Developer an amount equal to the amount the City would have spent to complete the Extension Improvements.

(h) Possible Future Access. Developer shall provide a point of roadway access to adjoining property for possible future connection to parcel I-SB-53 located north of the Project. The access shall be created during final platting of the relevant subdivision phase in a manner and location substantially the same as shown on Exhibit "D". Developer shall have no obligation to improve the access road described in this subsection. If said access is needed by the owner of I-SB-53 before final plating an access for utilities and fire shall be granted by Developer upon request.

(i) Booster Pump Easement. If necessary, Adjacent Landowner shall provide an easement for the construction of a culinary water booster pump or shall dedicate the land for the booster pump. If a booster pump is necessary, the easement's manner and location shall be as is generally depicted on Exhibit "D." The pump station detail and color shall meet HOA similar standards to the existing pool equipment buildings and be approved by the City and Teancum Properties. Alternatively, it may be feasible to avoid the need for the booster pump by sourcing culinary water for the Project from an alternative offsite water line. The Parties acknowledge that such an outcome would have aesthetic and operational advantages over the booster pump alternative and agree to cooperate toward vetting and, if feasible, implementing such a solution.

6. Failure to Comply. If Developer is in breach of any terms hereof or any governing law, the City may withhold and/or revoke any approvals required for development of the Project.

7. Recording. Notwithstanding any other language contained herein, the obligations herein imposed upon Developer are intended to run with the Property and the obligations herein imposed upon Adjacent Developer are intended to run with the adjacent property being developed by Developer. The City may record this Agreement and/or a notice of this Agreement with the Washington County Recorder to provide notice of the burdens and obligations contained herein to any subsequent purchaser, or other interested party, of the Property or Adjacent Developer's property. With regard to Adjacent Developer's property, once Adjacent Developer has completed its obligations described herein, the City shall record a release of any notice recorded against Adjacent Developer's property.

8. Miscellaneous Terms.

(a) Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this instrument are, by this reference, fully incorporated into this instrument and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this instrument are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this instrument in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this instrument unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do so, and this instrument must be construed fairly and equally as to all parties as if drafted jointly by them. If there is any conflict between the terms of this instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Limit on Authority; No Partnership. Nothing herein shall be deemed to give either party the authority to act on behalf of the other in any manner or create any type of joint venture or partnership between the parties in any manner.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This instrument is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

(d) Entire Agreement. The parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This instrument supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the

terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this instrument.

(e) Amendment. The parties shall not amend or modify this instrument in any way unless in writing signed by the parties.

(f) Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this instrument in order to carry out the intent of the parties in consummating this transaction.

(g) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(h) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this instrument. The parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

(i) Forum and Law. Utah law shall govern this instrument without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this instrument shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(j) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to Ivins City:	Ivins City Attn: City Manager 85 N. Main St. Ivins, UT 84738
with a copy to:	Ivins City Attn: City Attorney

85 N. Main St.
Ivins, UT 84738

If delivered to Developer: Chinle Cliffs, Inc.
c\o Ed Burgess
1472 E 3950 S
St. George, UT 84790

If delivered to Adjacent Landowner Teancum Properties LLC
c\o

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

(k) Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

(l) Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile and other copies shall have the same force and effect as the original.

***

[*Remainder of page intentionally left blank; signature pages follow*]

In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

LAND OWNERS

QUALITY DEVELOPMENT, LLC

9/22/2025
Date

By: Ed Burgess
Name: Ed Burgess
Position: Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 22 day of September, 2025, before me personally appeared Ed Burgess, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of Quality Development, LLC. and that the foregoing document was signed by him/her in behalf of Quality Development, LLC, by authority of its bylaws or resolution of its board of directors/owners, and Ed Burgess acknowledged before me that Quality Development, LLC, executed the foregoing document for its stated purpose.

Jason a Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

CRS HOLDINGS, LLC

9-22-25
Date

By:
Name: Brett Burgess
Position: MANAGER

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 22 day of September, 2025, before me personally appeared Brett Burgess, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of CRS Holdings, LLC, and that the foregoing document was signed by him/her in behalf of CRS Holdings, LLC, by authority of its bylaws or resolution of its board of directors/owners, and Brett Burgess acknowledged before me that CRS Holdings, LLC, executed the foregoing document for its stated purpose.

Jason a Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

PRIME DIRECTIVE HOLDINGS, LLC

10-22-2025
Date

By: _____
Name: John Ryan Thomas
Position: Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 22 day of October, 2025, before me personally appeared John Ryan Thomas, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of Prime Directive Holdings, LLC, and that the foregoing document was signed by him/her in behalf of Prime Directive Holdings, LLC, by authority of its bylaws or resolution of its board of directors/owners, and John Ryan Thomas acknowledged before me that Prime Directive Holdings, LLC, executed the foregoing document for its stated purpose.

Jason a Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

HER FAMILY MATTERS, LC

10-22-25
Date

By: _____
Name: H Allan Carter
Position: Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 22 day of October, 2025, before me personally appeared H Allan Carter, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of Her Family Matters, LC, and that the foregoing document was signed by him/her in behalf of Her Family Matters, LC, by authority of its bylaws or resolution of its board of directors/owners, and H Allan Carter acknowledged before me that Her Family Matters, LC, executed the foregoing document for its stated purpose.

Jason a Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

JKE FAMILY, LC

9-23-25
Date

By: Kevin Encc
Name: Kevin Encc
Position: Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 23 day of September, 2025, before me personally appeared Kevin Encc, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of JKE Family, LC, and that the foregoing document was signed by him/her in behalf of JKE Family, LC, by authority of its bylaws or resolution of its board of directors/owners, and Kevin Encc acknowledged before me that JKE Family, LC, executed the foregoing document for its stated purpose.

Jason A Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

E&T IVINS, LLC

9-24-25
Date

By:
Name: EDWARD L. BOWLER
Position: MANAGER

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 24 day of September, 2025, before me personally appeared Edward Bowler, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of E&T Ivins, LLC, and that the foregoing document was signed by him/her in behalf of E&T Ivins, LLC, by authority of its bylaws or resolution of its board of directors/owners, and Edward Bowler acknowledged before me that E&T Ivins, LLC, executed the foregoing document for its stated purpose.

Jason A Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

S&A IVINS, LLC

9-25-25
Date

By: _____
Name: Stan Blake
Position: Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 25 day of September, 2025, before me personally appeared Stan Blake, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the Manager of S&A Ivins, LLC, and that the foregoing document was signed by him/her in behalf of S&A Ivins, LLC, by authority of its bylaws or resolution of its board of directors/owners, and Stan Blake acknowledged before me that S&A Ivins, LLC, executed the foregoing document for its stated purpose.

_____
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

IVINS CITY

October 16, 2025
Date

By: _____
Chris Hart, Mayor

Attested: By: _____
Kari Jimenez, City Recorder

IVINS CITY Corporate Seal WASHINGTON COUNTY

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 16th day of October, 2025, personally appeared before me Christ Hart and Kari Jimenez, whose identities are personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them in behalf of Ivins City by authority of its ordinances, and acknowledged to me that Ivins City executed the foregoing document for its stated purpose.

Brenda Pendleton
Notary Public

BRENDA PENDLETON
Notary Public, State of Utah
Commission # 734989
My Commission Expires
01/18/2028

CHINLE CLIFFS, INC.

9-22-25
Date

By: Ed Burgess
Name: Ed Burgess
Position: President

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 22 day of September, 2025, before me personally appeared Ed Burgess, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the President of Chinle Cliffs, Inc. and that the foregoing document was signed by him/her in behalf of Chinle Cliffs, Inc., by authority of its bylaws or resolution of its board of directors/owners, and Ed Burgess acknowledged before me that Chinle Cliffs, Inc., executed the foregoing document for its stated purpose.

Jason A Lyle
Notary Public

JASON A LYLE
Notary Public, State of Utah
Commission #733904
My Commission Expires
10/26/2027

TEANCUM PROPERTIES LLC

10-14-25
Date

By: _____
Name: Lance Anderson
Position: Member

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 14 day of October, 2025, before me personally appeared Lance Anderson, whose identity is personally known to me (or proved on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did say that he/she is the member of Teancum Properties LLC and that the foregoing document was signed by him/her in behalf of Teancum Properties LLC by authority of its operating agreement or resolution of its board of directors/owners, and _____ acknowledged before me that Teancum Properties, LLC executed the foregoing document for its stated purpose.

Brenda Pendleton
Notary Public

BRENDA PENDLETON
Notary Public, State of Utah
Commission # 734989
My Commission Expires
01/28/2028

EXHIBIT A
Legal Description

CHINLE CLIFFS OVERALL BOUNDARY DESCRIPTION REVISED 4-21-25

BEGINNING AT THE QUARTER CORNER COMMON TO SECTIONS 6 & 7, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°09'36" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2082.160 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 87°01'03" WEST ALONG THE SOUTHERLY LINE OF SAID NORTH 1/2, A DISTANCE OF 1330.208 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 00°08'19" EAST ALONG THE SIXTEENTH LINE, A DISTANCE OF 777.660 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 88°01'05" WEST ALONG THE SIXTEENTH LINE, A DISTANCE OF 1380.931 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 01°18'50" EAST ALONG THE SECTION LINE, A DISTANCE OF 1204.270 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 00°52'02" EAST ALONG THE SECTION LINE, A DISTANCE OF 1339.010 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 89°22'59" EAST ALONG THE SIXTEENTH LINE, A DISTANCE OF 679.806 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN WARRANTY DEED RECORDED ON JULY 1, 1998 AS ENTRY NUMBER 00608965, IN BOOK 1231, ON PAGE 298 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE BOUNDARY OF SAID DEED THE FOLLOWING (5) FIVE COURSES: (1) SOUTH 01°26'50" WEST 199.201 FEET; (2) SOUTH 37°47'21" EAST 2144.080 FEET; (3) NORTH 37°23'06" EAST 865.398 FEET; (4) NORTH 52°36'00" WEST 233.540 FEET TO A POINT OF CURVATURE; AND (5) RUNNING NORTHWESTERLY ALONG THE ARC OF A 330.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°49'24", A DISTANCE OF 142.972 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NORMANDY ROAD, BEING A PART OF THE GUY LANE, EARL ROAD AND NORMANDY ROAD, ROADWAY DEDICATION PLAT AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (4) FOUR COURSES: (1) SOUTH 52°32'04" EAST 427.152 FEET TO A POINT OF CURVATURE; (2) RUNNING SOUTHEASTERLY ALONG THE ARC OF A 150.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 53°13'06", A DISTANCE OF 139.325 FEET; (3) SOUTH 00°41'02" WEST 11.400 FEET TO THE SECTION LINE; AND (4) SOUTH 89°38'58" EAST ALONG THE SECTION LINE, A DISTANCE OF 30.000 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,620,225 SQ. FT., (129.023 ACRES)

EXHIBIT B
Settlement Agreement

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between **QUALITY DEVELOPMENT, LLC, DUCKY & DUCKIE, LTD., JKE, LC, EDWARD L. BOWLER, and STAN BLAKE** (collectively referred to herein as "Owner"), and **IVINS CITY**, a political subdivision of the State of Utah (the "City"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Owner acquired title to, and is now seeking approvals to develop, a parcel of real property located in Ivins City consisting of approximately 128 acres of unimproved land (the "Property"); and

WHEREAS, a summary of relevant facts and timeline is attached hereto as Exhibit "A" and by this reference is incorporated herein; and

WHEREAS, the primary issue in dispute between the Parties is whether the City's August 5, 2004 Ordinance No. 2004-20 establishing temporary regulations pertaining to subdivision and site plan approvals on environmentally sensitive lands, the final and permanent version of which was adopted February 3, 2005 as Ordinance No. 2005-03 and is now commonly known as the "Sensitive Lands Ordinance," governs and controls Owner's proposed development; and

WHEREAS, it is otherwise agreed that at the time the Owner filed a subdivision application with the City, the property was governed by the City's Zoning Ordinance as revised May, 2000, and whereby the property was zoned "Planned Development" (PD); and

WHEREAS, by joint resolution of the state Legislature during the 2005 General Session (S.J.R. 3), entitled "Resolution Encouraging Mediation," state and local government entities were urged "to use alternative dispute resolution as a preferred option of preventing and resolving conflicts, reducing litigation costs, and resolving disputes for the benefit of the citizens of the state of Utah;" and

WHEREAS, the Parties have followed S.J.R. 3 and have utilized the services of Craig M. Call, Utah's Private Property Ombudsman, to mediate and resolve the above-referenced issues in dispute; and

WHEREAS, while preserving their legal positions on the primary issue in dispute until Case No. 040501540, entitled Quality Development, L.L.C. v. Ivins City, is dismissed with prejudice, the Parties desire to resolve the primary issue in dispute by entering into this Settlement Agreement to allow reasonable development of the Property while protecting issues critical to the City identified in the Sensitive Lands Ordinance, such as: preserving ridgelines; avoiding mass-grading by restricting areas of disturbance; minimizing visual mass by lessening density and by requiring variation in the placement and screening of 2-story walk-out basements;

and imposing reasonable regulations governing building height, cuts and fills, and heights of retaining walls;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby stipulate and agree as follows:

AGREEMENT

1. Density. The Owner shall be allowed to develop the Property to a maximum density of 130 units, the layout of which shall be in accordance with the Site Plan showing the layout of all streets and lots which is attached hereto as Exhibit "B" and by this reference is incorporated herein.

2. Open Space. Areas that are to remain open space are depicted on the attached Site Plan. Although Owner has voluntarily offered to dedicate these open space areas to the City, the City does not presently wish to accept the dedication of these areas. Therefore, the Parties hereby agree to amend the Legend on the attached Site Plan from "Dedicated Open Space" to merely "Open Space."

3. Ridgeline and View-Shed Protection. Owner has demonstrated that homes on the twelve or thirteen lots located within one hundred vertical feet (100') of the ridgeline directly to the south of the Property would not project above said ridgeline as viewed from Highway 91 north of the Property, approximately near the intersection of 400 West Street and Highway 91. Therefore, the Parties agree that homes may be constructed on each of the 130 lots depicted on the attached Site Plan.

4. Maximum Limits of Disturbance Area. The Maximum Limits of Disturbance Area for each lot shall be 15,000 square feet. All grading, excavation, filling and construction disturbance, except for driveways and sewer if the topography prohibits placement of the sewer in the driveway, must occur within the Maximum Limits of Disturbance Area. However, up to an additional 1,500 square feet of disturbance area shall be allowed for each lot where the topography of the lot demonstrates the need for such additional disturbance in order to mitigate cuts and fills for lot improvement.

5. Minimizing Mass.

    a. Variety of Faces/Facades. Buildings shall be asymmetrical or irregular in shape, with frequent breaks/changes in the facade. Each building façade (front, back, sides) shall be broken up into multiple planes, with a minimum difference of two (2) feet between planes. There shall be no long continuous facades longer than forty feet (40') in length, unless interrupted by a mass or jog in plane. No more than thirty-five percent (35%) of the 2-story side of the building may be exposed as the full 2-story building height. The other portions of the 2-story side shall be bermed and screened; however, neither walls nor fences shall be considered proper screening of the 2-story side of the building for determining the thirty-five percent (35%) exposure allowance.

b. Fifty Percent (50%) Maximum Visible 2-Story. No more than fifty percent (50%) of the total lots (65) on the Property are allowed to have the full 2-story portion of the home visible from any of three view points on Highway 91: Main Street and Highway 91; 400 West and Highway 91; and 400 South and Highway 91. Neither walls nor fences shall be considered proper screening of the 2-story side of the building for determining visibility of the full 2-story portion from the foregoing viewpoints.

c. Maximum Building Height. All buildings shall be one-story with optional walk-out basements on lots where the topography permits and the lot has been specifically identified on the attached Site Plan as one on which a walk-out basement is permitted. Wall heights may not exceed nine (9) feet on the basement level, nine (9) feet on the main level, with a reasonable floor truss in between, and roof with a maximum pitch of 4/12.

d. Roofs. Roofs shall be flat or hipped in configuration. All roof planes shall have an approximate maximum pitch of 4/12. There shall be no long continuous rooflines (fascia line of the roof) longer than forty feet (40') in length, unless interrupted by a mass or jog in plane.

e. Fences and Walls. All fences and walls shall be located within the maximum limits of disturbance area for each lot.

   i. Generally, no retaining wall shall exceed three (3) feet in height, measured from the immediately adjacent lowest natural or finished grade, without demonstrating that the retaining wall minimizes filled areas on the lot and is screened from view along Highway 91 by the house, berming or landscaping.

   ii. Similarly, retaining walls shall not be terraced or stacked in any manner that increases the height of any retaining wall, or series of retaining walls, to a height greater than three (3) feet, from the immediately adjacent lowest natural or finished grade, without demonstrating that the retaining wall minimizes filled areas on the lot and is screened from view along Highway 91 by the house, berming or landscaping.

   iii. Retaining walls shall be constructed of materials, or be finished to blend the wall with the surrounding landscape colors and features. All exposed portions of any retaining wall(s) shall be treated and finished and be a color so that no untreated concrete, concrete block or similar materials are visible.

f. Benching and Terracing Prohibited. Generally, no cutting, grading, filling, excavating, benching, or terracing of any proposed lot or parcel shall be permitted or authorized to occur outside of the maximum limit of disturbance area, as defined in paragraph 4 above, for each lot or parcel without demonstrating hardship due to physical constraints caused by the topography of the lot.

6. Streets. The alignment, design and maximum grade for all streets within the proposed development on the Property shall be as depicted on the attached Site Plan.

7. Cut and Fill on Lots. The parties recognize that reasonable development may require cuts and fills. All proposed areas of cut and fill on lots shall meet the following requirements:

   a. Generally, cut and fill areas shall be minimized. However, reasonable cuts and fills may be allowed if necessary to construct a one-story home. Generally, screened cut areas are preferred over fill areas.

   b. All cut and fill areas shall be located within, and included in the maximum limits of disturbance area for each lot, as provided in paragraph 4 above.

   c. All cut and fill areas shall be re-contoured to the natural, varied contour of surrounding terrain with a maximum tapered slope back to natural grade of not greater than 2:1.

   d. All areas of cut and fill shall be temporarily protected from erosion during the period of construction and shall be revegetated or otherwise protected from erosion before receiving a certificate of occupancy.

   e. Where reasonably practicable, no fill areas shall exceed three (3) vertical feet, measured from the naturally occurring grade. All non-retained fill slopes shall be re-contoured to the natural, varied contour of surrounding terrain with a maximum tapered slope back to natural grade of not greater than 2:1.

   f. Cut areas on lots shall be allowed for the purpose of siting a primary structure or in areas that are screened from view along Highway 91.

   g. Feathering cut and filled areas back to the natural, varied contour of the surrounding terrain is encouraged in lieu of the use of retaining walls.

8. Landscaping and Re-vegetation. A Landscape Plan for the development improvements (as opposed to individual lots) shall be provided during the subdivision approval process, prepared by a registered landscape architect, that identifies all proposed landscape, screening and buffering features and materials, significant natural features; proposed plant materials list with type, quantity, size and compatibility with the natural landscape; location and species of plant materials existing on the site; and methods for the re-vegetation of all disturbed areas. All proposed plant materials should be drought tolerant. Native vegetation shall be identified and preserved to the maximum extent possible in the landscape plan.

9. Development Plan and Design Guidelines. In order to further protect the interests of the City, and to preserve the quality, beauty and integrity of the proposed development,

the Parties shall develop a Development Plan and Design Guidelines that are consistent with this Agreement and that will be incorporated into the Owner's covenants, conditions and restrictions (CC&R's), as well as into a Development Agreement between the Owner and the City that will be part of Owner's Preliminary Plat approval. Such Development Plan and Design Guidelines shall address the following:

a. Conceptual Site Plan:
   i. Site Plan;
   ii. Residential Lots; and
   iii. Public Amenities.

b. Development Principles:
   i. Desert Vernacular Style;
   ii. Site-sensitive Design;
   iii. Sense of Arrival;
   iv. Sense of Place (including streetscape, medians, landscaping, lighting and street signage); and
   v. Sense of Community.

c. Natural Areas and Trails:
   i. Natural Areas; and
   ii. Trails and Circulation.

d. Design Guidelines:
   i. Purpose and Powers of the Design Guidelines;
   ii. Site Design Guidelines (including limits of disturbance, streets and driveways, grading);
   iii. Architectural Guidelines (including form and massing, roof, windows, entries and porches, patios, garages and parking, lighting, building systems and accessories, and approved building materials, colors, and reflectivity); and
   iv. Landscape Guidelines (including residential landscape design and preferred plant species).

e. Design Review
   i. Design Review Committee (including establishment and duties.

10. Application Process. Upon approval and execution of this Agreement, Owner may file a Preliminary Plan application with the City for its proposed development on the Property that complies with the requirements of this Agreement and the City's current Subdivision Ordinance. The decisions of applicable Land Use Authorities (i.e. Zoning Administrator, Sensitive Lands Committee, Planning Commission and City Council) governing subdivision applications for development of the Property shall be consistent with and governed by the terms of this Agreement.

11. As part of the approval process for a subdivision on the Property, the parties shall enter into a detailed Development Agreement that conforms to the terms of this Settlement Agreement

and that addresses all of the elements required in a Written Text under the City's prior Zoning Ordinance, as well as all of the elements required by the City's current Subdivision Ordinance. The executed Development Agreement shall be approved by the Ivins City Council prior to becoming effective and shall be a condition of Final Plat approval for any development on the Property. Also as part of the approval process shall be the ratification of the prior division of a larger parcel of land by the dedication of Normandy Road which resulted in the Property becoming a separate parcel.

12. The parties agree that in the event that unforeseen, unanticipated, or particular circumstances arise related to the development of the Property or construction thereon or on any lot within the proposed subdivision, the parties and/or the lot owner shall negotiate in good faith to resolve such issues to allow for reasonable development and construction on the Property and the lots thereon in accordance with the parties' intent to mitigate visibility from Highway 91.

13. The City agrees to review any and all submittals with regard to the Property or any construction thereon in good faith and in a timely manner. The City shall review, process, and treat all such submittals in the same manner as with regard to any other property or subdivision within the City.

14. Dismissal of Civil No. 040501540, Quality Development, LLC vs. Ivins City. The parties hereto agree that Owner's pending litigation against the City shall remain dormant while Owner obtains approval of its proposed development on the Property in accordance with the provisions outlined herein. In the event Developer elects to develop the Property in phases, Developer shall seek and obtain Final Plat approval for the entire subdivision master plan and then be allowed to record each phase according to the schedule set forth in the Development Agreement with Ivins City. Upon Owner obtaining Final Plat approval of a subdivision on the Property, or in the event Owner sells, transfers or assigns its interest in the Property or in the event more than 20% of the ownership interest of a party designated herein as Owner is sold, transferred or assigned (other than Owner forming a new entity comprised of the parties designated herein as Owner and not any new parties), prior to obtaining Final Plat approval, Quality Development, LLC shall immediately dismiss with prejudice Civil No. 040501540, Quality Development, LLC vs. Ivins City and Owners not a party to that action shall execute a release waiving the same claims raised in that action.

15. Controlling Law and Venue. This Agreement has been made under the laws of the State of Utah and such laws shall control its enforceability. Any action to interpret or enforce this Agreement shall be brought in the Fifth District Court in and for Washington County, State of Utah.

16. Binding on Heirs and Assigns. The terms and conditions of this Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior or concurrent agreements; no oral or written terms or conditions which are not expressly contained in this Agreement shall be binding. This Agreement may not be amended except by written agreement of the parties.

This Agreement shall become effective when executed by the parties and approved by the Ivins City Council.

OWNER:

QUALITY DEVELOPMENT, LLC

Ed Bu[illegible]

Manager

Dated: 8/11/06

DUCKY & DUCKIE, LTD.

[signature]

Manager H. Allan Gaither, Mgr. of Zorch, L.C., the General Partner

Dated: 8/14/06

JKE, LC.

[signature]

Manager

Dated: 8/14/06

[signature]

EDWARD L. BOWLER, Individually

Dated: 8/14/06

[signature]

STAN BLAKE, Individually

Dated: 8/14/06

IVINS CITY:

[signature]

R. Daren Barney, Mayor

Dated: [illegible]

IVINS CITY Corporate Seal WASHINGTON COUNTY

Attest:

[signature]

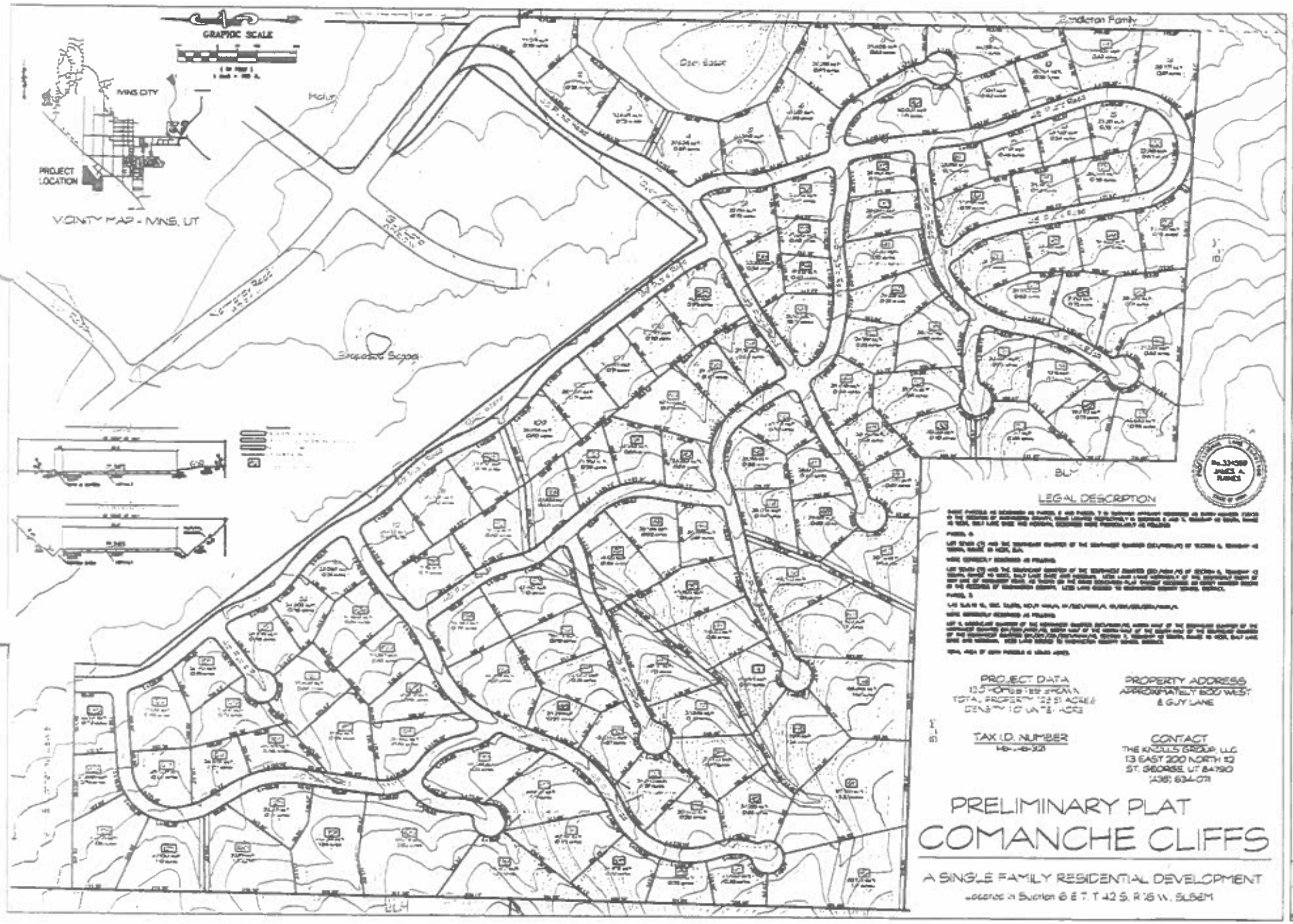
Terri Fabio, City Recorder

EXHIBIT "A"

Comanche Cliffs Subdivision – Quality Development

[Summary]

~June 2004:	Zoning Administrator fields telephone inquiry as to Land Use/Zoning/Density re: property in question. -Told caller that property was "Low Density," zoned "PD" -that the "PD" zone did not establish any base density and that the maximum density allowed in "Low Density" would be 2.5 units/acre.
7/30/04	City Council Agenda posted giving notice of proposed Temporary Ordinance affecting hillside development
8/2/04 a.m.	Zoning Administrator meets with Developer(s) -Told them that the City Council had noticed a public meeting for 8/5/04 for the adoption of a Temporary Ordinance that would affect hillside development.
8/2/04 p.m.	Developers file Concept Plan Application & Fee with the City
8/5/04	City Council adopted the Temporary Ordinance affecting hillside development. (Ord. No. 2004-20)
8/11/04	Development Review Committee meeting to consider the Developers' Concept Plan -Staff Report requires a second road access into the property for public safety reasons.
8/31/04	Staff Report on Concept Plan made to Planning Commission
9/2/04	Staff Report on Concept Plan made to City Council
~9/3/04	Quality Development files suit alleging invalidity of Temporary Ordinance.
Nov-Jan	Staff meetings with Developers regarding their input on proposed Sensitive Lands Ordinance; Developers participate in numerous public hearings before the Planning Commission and City Council giving their input on the proposed Sensitive Lands Ordinance.
2/3/05	Sensitive Lands Ordinance adopted by City Council. (Ord. No. 2005-03)
3/11/05	Ivins City accepts service of Summons & Complaint.


GRAPHIC SCALE
MINS CITY
PROJECT LOCATION
VICINITY MAP - MINS, UT
Anderson Family
Deer Basin
Holm
Stagecoach Spring
BLM
LEGAL DESCRIPTION
PROJECT DATA
PROPERTY ADDRESS
APPROXIMATELY 800 WEST & GUY LANE
TAX I.D. NUMBER
CONTACT
THE KNOLLS GROUP, LLC
13 EAST 200 NORTH #3
ST. GEORGE, UT 84790
(435) 634-071
PRELIMINARY PLAT
COMANCHE CLIFFS
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
Location in Section 6 & 7, T 42 S, R 16 W, SLB&M

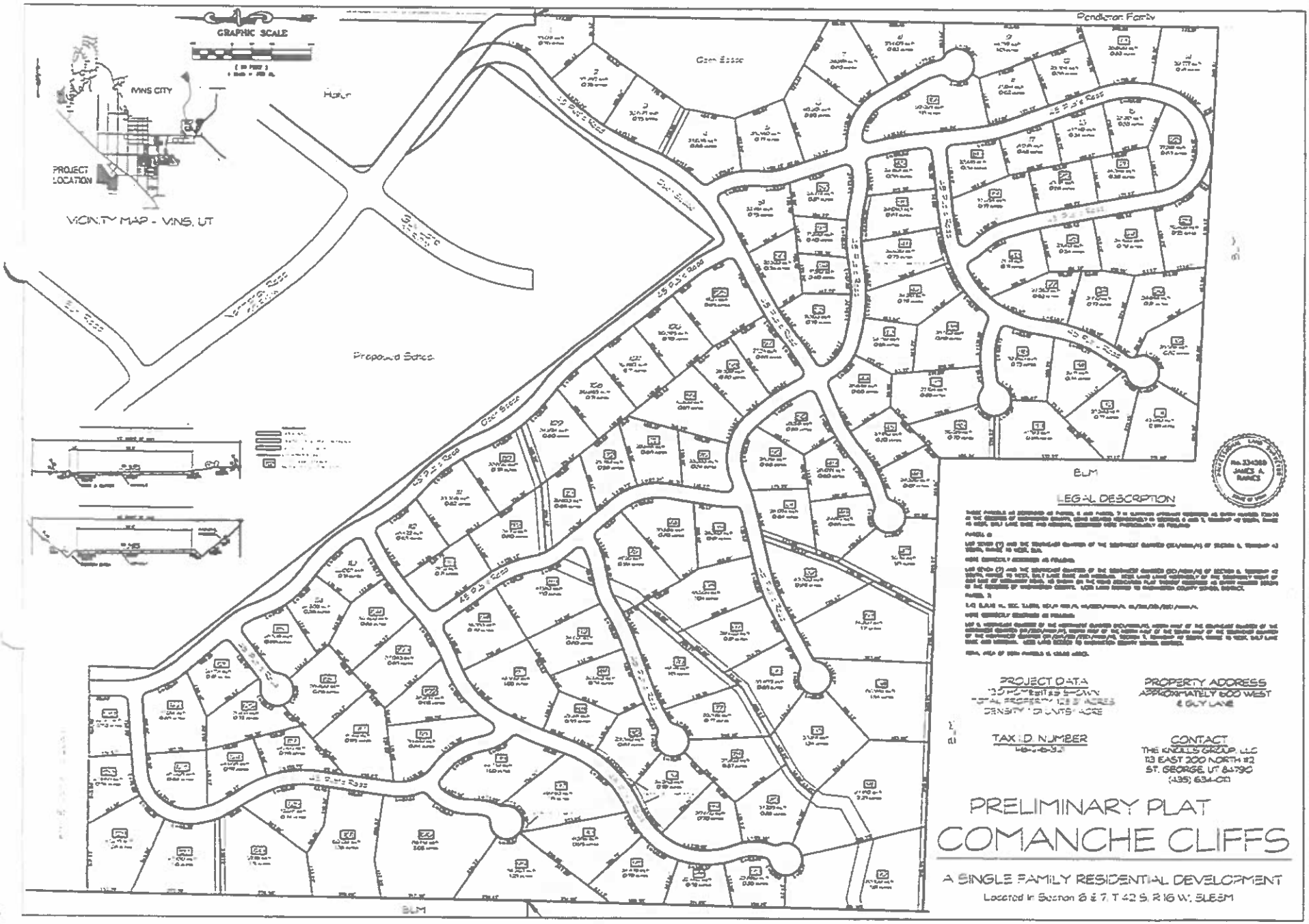
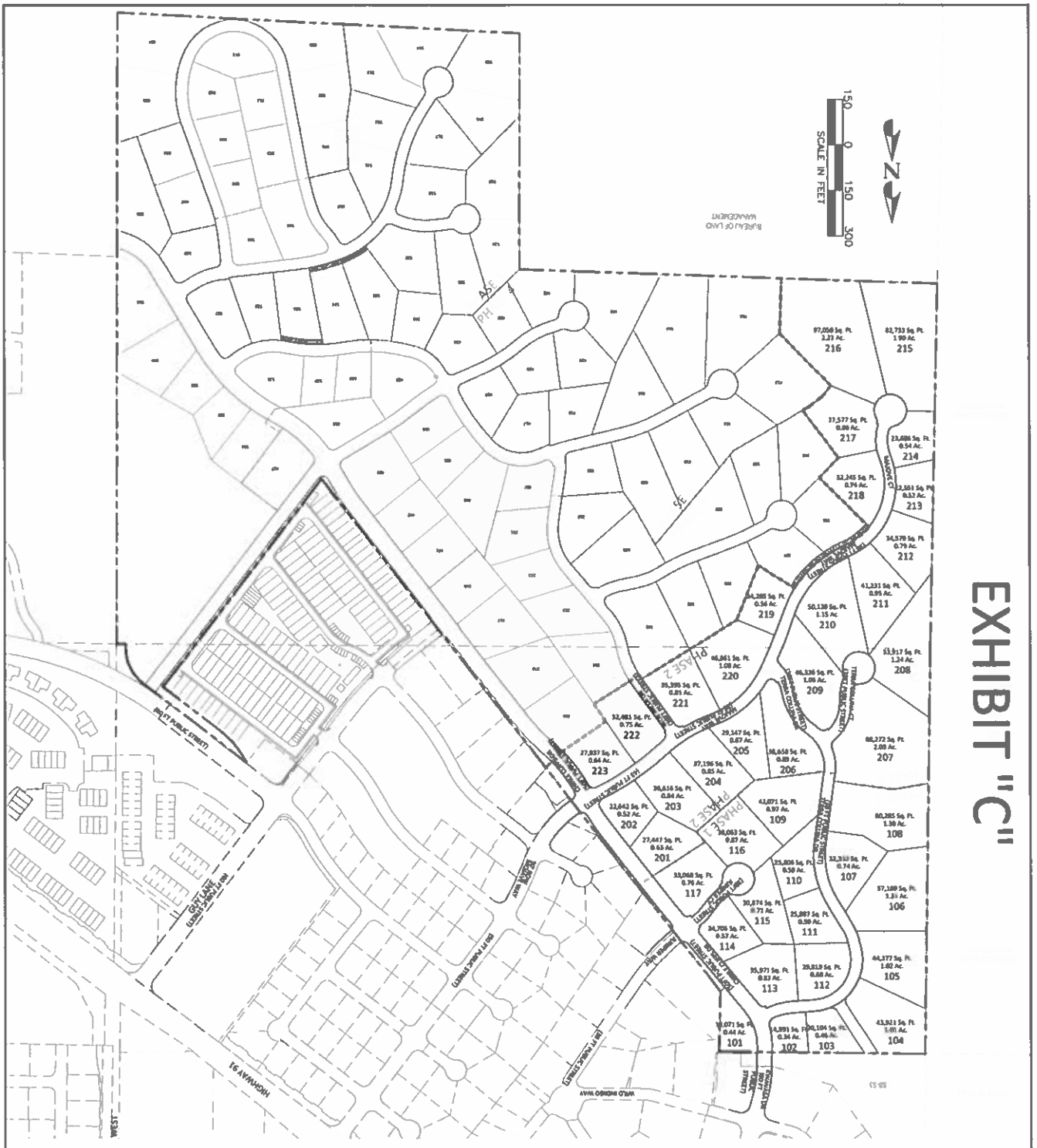

GRAPHIC SCALE
VINS CITY
PROJECT LOCATION
VICINITY MAP - VINS, UT
Pendleton Family
Prepared Space
BLM
LEGAL DESCRIPTION
PROJECT DATA
PROPERTY ADDRESS
APPROXIMATELY 600 WEST
& GUY LANE
TAX ID NUMBER
CONTACT
THE KNOLLS GROUP, LLC
13 EAST 200 NORTH #3
ST. GEORGE, UT 84790
(435) 634-0111
PRELIMINARY PLAT
COMANCHE CLIFFS
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
Located in Section 6 & 7, T 42 S, R 16 W, SLB&M

EXHIBIT C
Preliminary Plan



DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH STE. #2
St. George, UT 84770
Office (435) 628-2121

PROJECT NAME:
CHINLE CLIFFS
PRELIMINARY PLAN
COVER SHEET

SHEET NAME:
EXHIBIT "C"

NO.	DESCRIPTION	DATE	APP'D

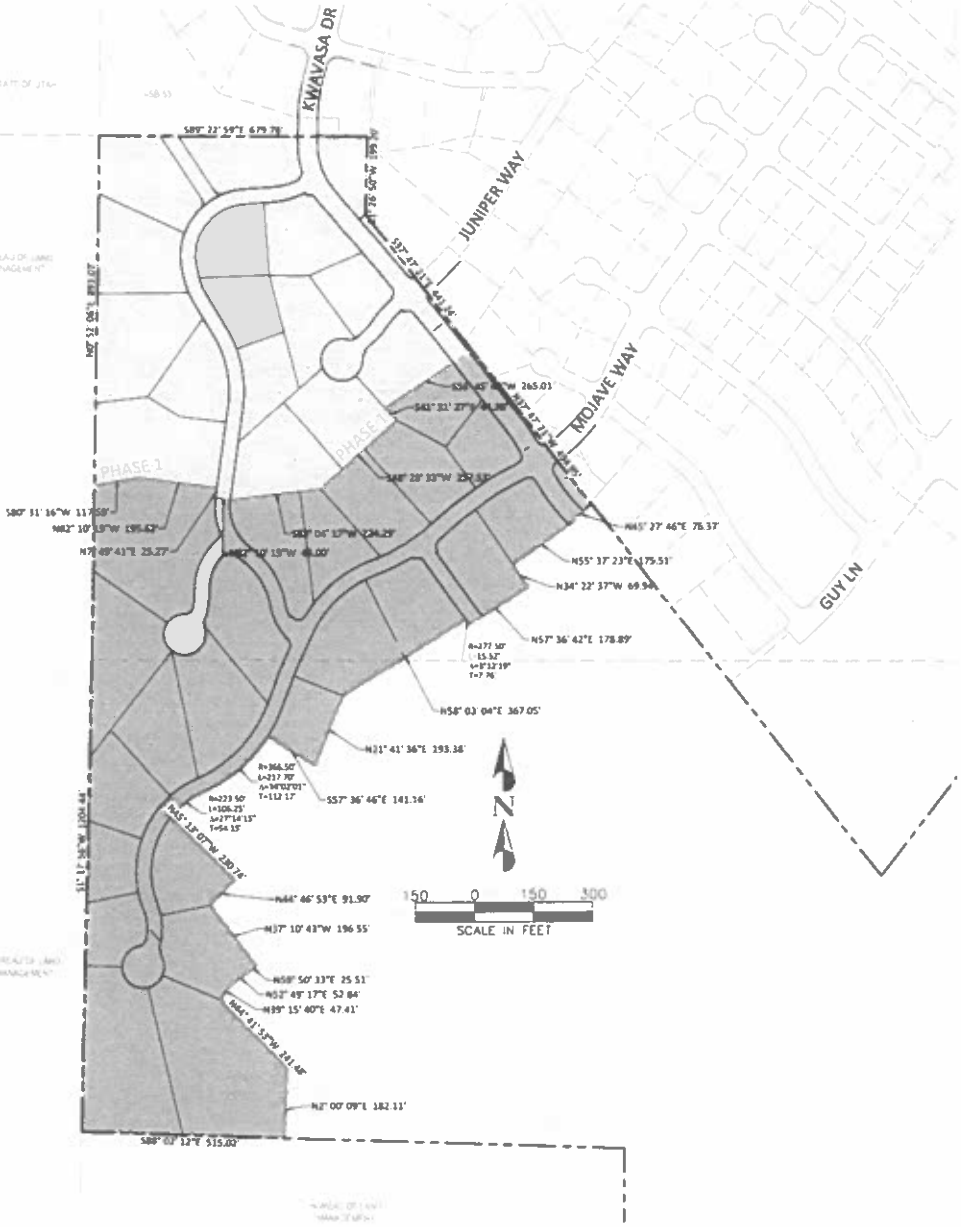
EX-C
1 OF 1 TOTAL

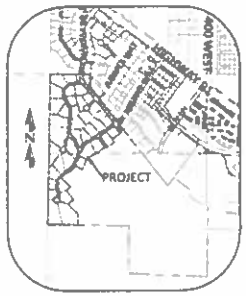
PRELIMINARY PLAN

FOR

CHINLE CLIFFS
PHASES 1 - 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6 &
NORTHWEST QUARTER OF SEC 7, TOWNSHIP
42 SOUTH, RANGE 16 WEST, S.L.B.&M.





VICINITY MAP
SCALE 1"1000

LEGAL DESCRIPTION:

PHASE 1

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING NORTH 89°22'39" EAST ALONG SAID SECTION LINE, A DISTANCE OF 445.986 FEET FROM THE WESTERLY SECTION CORNER COMMON TO SECTIONS 6 & 7 TOWNSHIP 42 SOUTH RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°22'39" EAST ALONG SAID SECTION LINE, A DISTANCE OF 679.78 FEET; THENCE NORTH 0°22'39" WEST 1311.07 FEET; THENCE SOUTH 37°47'17" EAST 441.24 FEET; THENCE SOUTH 36°45'00" WEST 265.01 FEET; THENCE SOUTH 43°32'27" WEST 84.38 FEET; THENCE SOUTH 48°28'33" WEST 257.13 FEET; THENCE SOUTH 30°06'17" WEST 234.29 FEET; THENCE NORTH 82°10'19" WEST 195.62 FEET; THENCE SOUTH 80°31'16" WEST 117.58 FEET; THENCE NORTH 7°49'41" EAST 25.27 FEET; THENCE NORTH 82°10'19" WEST 46.00 FEET; THENCE NORTH 45°27'46" EAST 78.37 FEET; THENCE NORTH 55°37'23" EAST 175.51 FEET; THENCE NORTH 34°22'37" WEST 69.94 FEET; THENCE SOUTH 57°36'42" WEST 178.89 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 277.50 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 32°23'18" WEST) A DISTANCE OF 15.52 FEET, THROUGH A CENTRAL ANGLE OF 3°12'19"; THENCE NORTH 58°03'04" EAST 367.05 FEET; THENCE NORTH 21°41'36" EAST 193.38 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 366.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°02'01", A DISTANCE OF 217.70 FEET; THENCE SOUTH 57°36'46" EAST 141.16 FEET TO A POINT ON THE ARC OF A 233.50 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 32°23'14" WEST); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°14'15", A DISTANCE OF 111.02 FEET; THENCE NORTH 45°13'07" WEST 230.76 FEET; THENCE NORTH 44°46'53" EAST 91.90 FEET; THENCE NORTH 37°10'43" WEST 196.55 FEET; THENCE NORTH 58°50'33" EAST 25.51 FEET; THENCE NORTH 52°49'17" EAST 52.84 FEET; THENCE NORTH 39°15'40" EAST 47.41 FEET; THENCE NORTH 44°41'57" WEST 241.48 FEET; THENCE NORTH 2°00'09" EAST 182.11 FEET; THENCE SOUTH 88°02'12" EAST 515.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 681,963 SQ. FT., 15.654 ACRES

PHASE 2

BEGINNING AT THE WESTERLY SECTION CORNER COMMON TO SECTIONS 6 & 7, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°22'39" EAST ALONG SAID SECTION LINE, A DISTANCE OF 445.986 FEET; THENCE NORTH 80°31'16" EAST 117.584 FEET; THENCE SOUTH 82°10'19" EAST 195.624 FEET; THENCE SOUTH 07°49'41" WEST 25.271 FEET; THENCE SOUTH 82°10'19" EAST 46.000 FEET; THENCE NORTH 30°06'17" EAST 234.285 FEET; THENCE NORTH 48°28'33" EAST 257.126 FEET; THENCE NORTH 43°32'27" EAST 84.376 FEET; THENCE NORTH 36°45'00" EAST 265.013 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT CERTAIN WARRANTY DEED RECORDED ON JULY 1, 1996 AS ENTRY NUMBER # 00600844, IN BOOK 1231, ON PAGE 258 IN THE WASHINGTON COUNTY RECORDER'S OFFICE, THENCE SOUTH 37°47'17" EAST ALONG SAID BOUNDARY, A DISTANCE OF 441.241 FEET; THENCE SOUTH 36°45'00" WEST 265.013 FEET; THENCE SOUTH 43°32'27" WEST 84.376 FEET; THENCE SOUTH 48°28'33" WEST 257.126 FEET; THENCE SOUTH 30°06'17" WEST 234.285 FEET; THENCE NORTH 82°10'19" WEST 46.000 FEET; THENCE NORTH 07°49'41" EAST 25.271 FEET; THENCE NORTH 82°10'19" WEST 195.624 FEET; THENCE SOUTH 80°31'16" WEST 117.584 FEET TO THE POINT OF BEGINNING.

CONTAINS 681,963 SQ. FT., 15.654 ACRES

PHASE 2

BEGINNING AT THE WESTERLY SECTION CORNER COMMON TO SECTIONS 6 & 7, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°22'39" EAST ALONG SAID SECTION LINE, A DISTANCE OF 445.986 FEET; THENCE NORTH 80°31'16" EAST 117.584 FEET; THENCE SOUTH 82°10'19" EAST 195.624 FEET; THENCE SOUTH 07°49'41" WEST 25.271 FEET; THENCE SOUTH 82°10'19" EAST 46.000 FEET; THENCE NORTH 30°06'17" EAST 234.285 FEET; THENCE NORTH 48°28'33" EAST 257.126 FEET; THENCE NORTH 43°32'27" EAST 84.376 FEET; THENCE NORTH 36°45'00" EAST 265.013 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT CERTAIN WARRANTY DEED RECORDED ON JULY 1, 1996 AS ENTRY NUMBER # 00600844, IN BOOK 1231, ON PAGE 258 IN THE WASHINGTON COUNTY RECORDER'S OFFICE, THENCE SOUTH 37°47'17" EAST ALONG SAID BOUNDARY, A DISTANCE OF 441.241 FEET; THENCE SOUTH 36°45'00" WEST 265.013 FEET; THENCE SOUTH 43°32'27" WEST 84.376 FEET; THENCE SOUTH 48°28'33" WEST 257.126 FEET; THENCE SOUTH 30°06'17" WEST 234.285 FEET; THENCE NORTH 82°10'19" WEST 46.000 FEET; THENCE NORTH 07°49'41" EAST 25.271 FEET; THENCE NORTH 82°10'19" WEST 195.624 FEET; THENCE SOUTH 80°31'16" WEST 117.584 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,319,238 SQ. FT., 30.284 ACRES

GENERAL NOTES AND RESTRICTIONS

1. BECAUSE THESE LOTS ARE LOCATED IN A SENSITIVE LAND AREA, A DETAILED GRADING AND DRAINAGE PLAN PREPARED, STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER FOR EACH OF THE LOTS IS REQUIRED TO BE SUBMITTED WITH THE BUILDING PERMIT

DEVELOPMENT AGREEMENT NOTE:

AN AUTHORIZED DEVELOPMENT AGREEMENT HAS BEEN EXECUTED ADDRESSING NEVADA, FIRE, INCLUDING BUT NOT LIMITED TO ACCESS FROM CHINLE CLIFFS TO EXISTING PUBLIC STREETS KWAVASA DR, JUNIPER WAY, MOJAVE WAY AND GUY LN AS WELL AS STREET ADDRESSES & DETENTION BASIN AGREEMENT AND PARK BOUNDARY SEE SUMMARY DOCUMENT FOR AGREEMENT AND DETAILS

SITE DATA:

SITE AREA	41.35 ACRES
TOTAL DWELLING UNITS	40 UNITS
DENSITY	0.96 DU/AC

SHEET INDEX

SHEET	NO	DESCRIPTION
P-1	1	PRELIMINARY PLAN
SP-1-3	2-4	SITE PLAN AND UTILITIES
GD-1-7	5-8	GRADING AND STORM DRAIN
DT-1	9	DETAILS AND SECTIONS
EC-1	10	EROSION CONTROL PLAN
LS-1	11	LANDSCAPE PLANS
PP-1-6	12-17	PLAN & PROFILE PLAN

OWNER/DEVELOPER

QUALITY DEVELOPMENT LLC
1472 S 3950 S
ST GEORGE, UTAH 84790

CONTACT

LOGAN BLAKE, PE
(435) 628-3120

BENCHMARK

SOUTHWEST CORNER SECTION 6, TOWNSHIP 42 SOUTH, RANGE 17 WEST, SALT LAKE BASE & MERIDIAN
1968 WASHINGTON COUNTY BRASS CAP

5137.068 (FEET) NAVD 88

Know what's below. Call 811 before you dig
BLUE STAKES OF UTAH
www.bluestakes.org

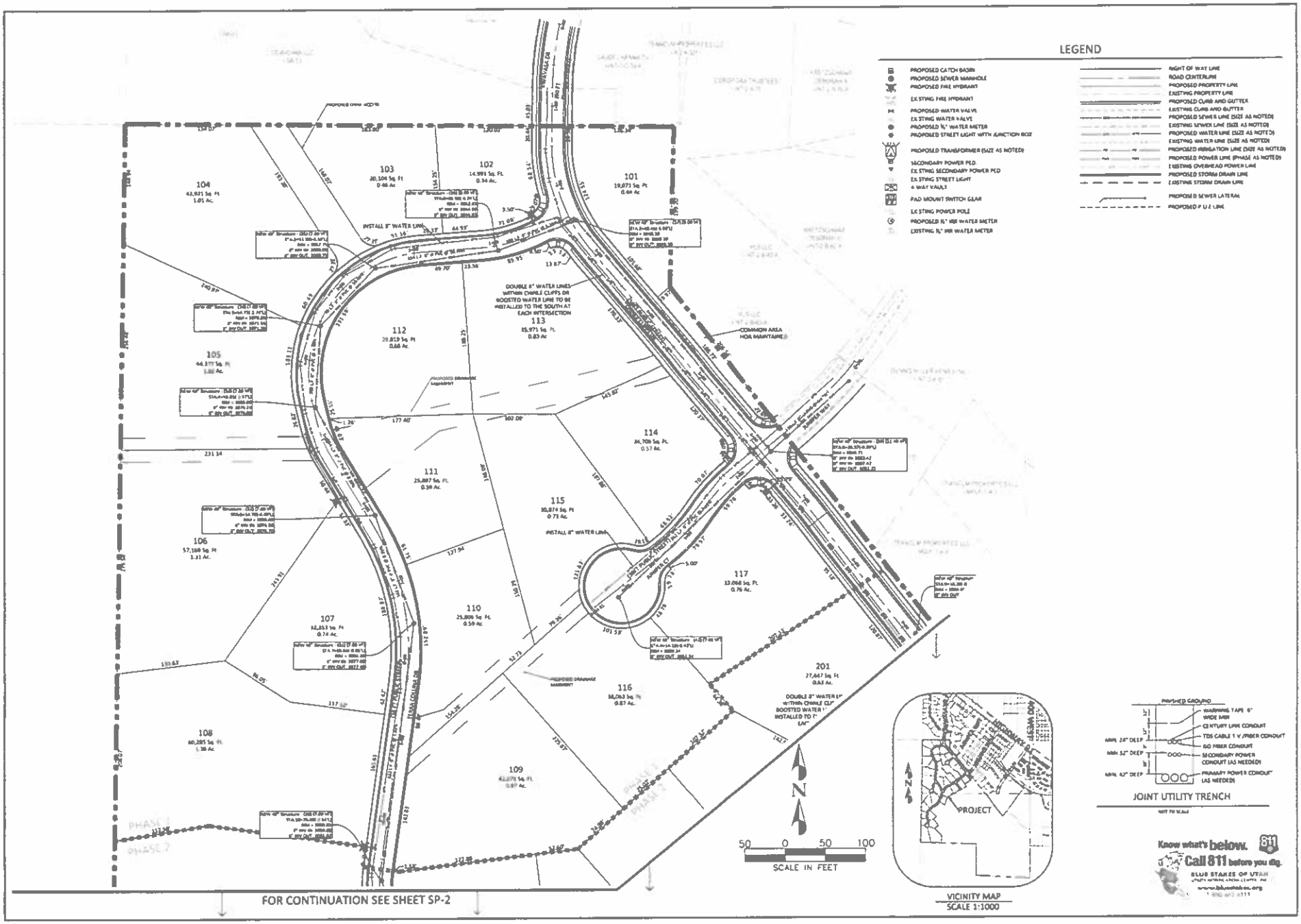
DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
118 EAST 200 NORTH STE #1
St George, UT 84770
Office (435) 628-3120

CHINLE CLIFFS
PHASE 1 - 2
LOCATED IN IVINS, UTAH

PRELIMINARY PLAN

PP-1

1 OF 17 TOTAL



CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

SITE PLAN & UTILITIES

DSG ENGINEERING, INC
LAND PLANNERS AND SURVEYORS, CIVIL ENGINEERS
110 EAST 200 NORTH STE #2
St. George, UT 84770
Office (435) 628-3121

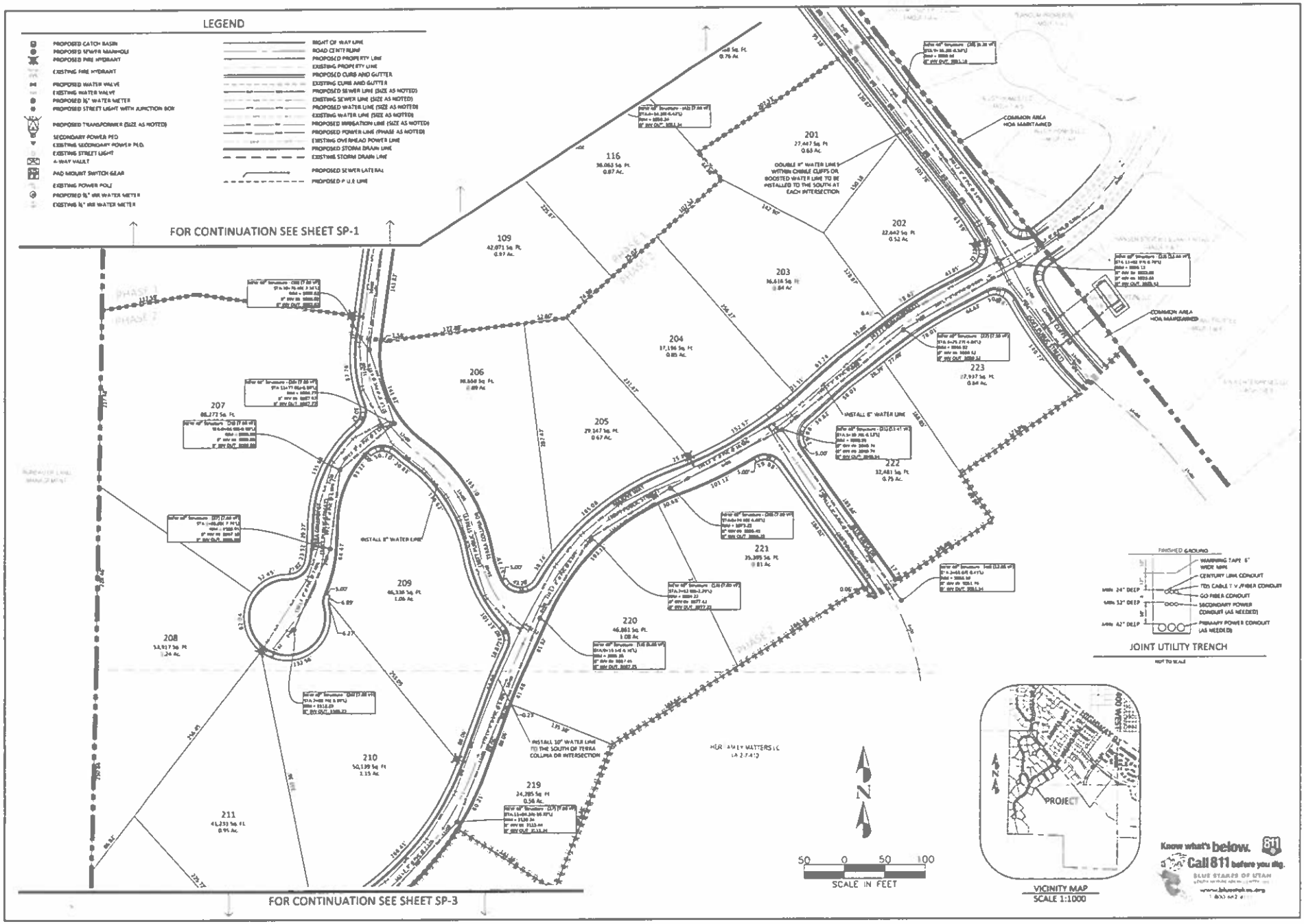
DG

DATE	MAY 2020
PM	LB
DRAWN BY	NT
DESIGNED BY	NT
CHECKED BY	LB
PROJECT NO.	14-052
SCALE	1" = 50'

SHEET NUMBER

SP-1

2 OF 17 TOTAL



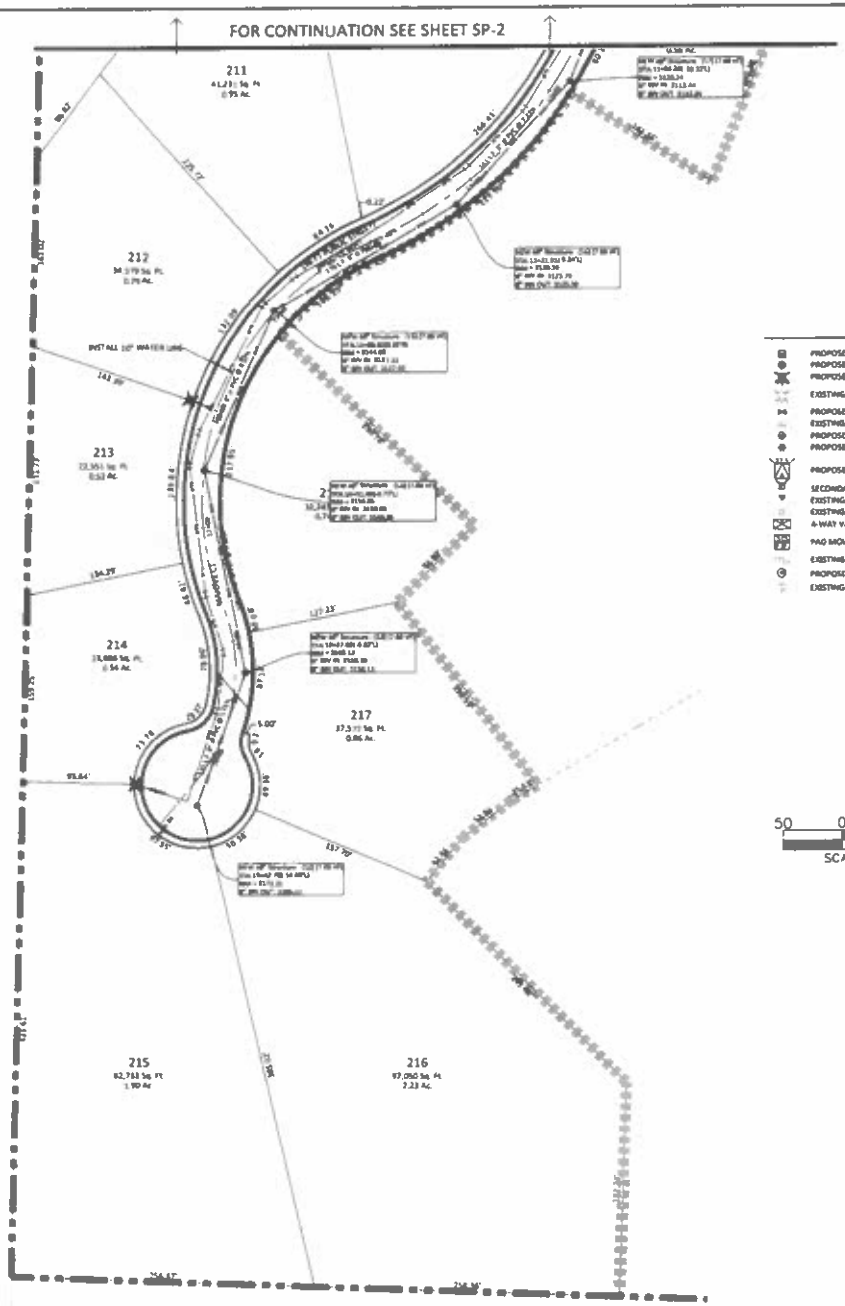
CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

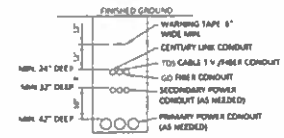
SITE PLAN & UTILITIES

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 EAST 200 NORTH STE #1
ST. GEORGE, UTAH 84770
OFFICE (435) 628-2131

SP-2

3 OF 17 TOTAL





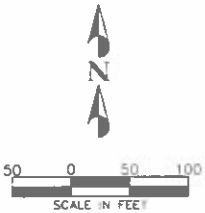
JOINT UTILITY TRENCH

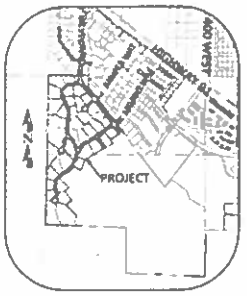
NOT TO SCALE

LEGEND

- PROPOSED CATCH BASIN
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- PROPOSED ¾" WATER METER
- PROPOSED STREET LIGHT WITH JUNCTION BOX
- PROPOSED TRANSFORMER (SIZE AS NOTED)
- SECONDARY POWER PED
- EXISTING SECONDARY POWER PED
- EXISTING STREET LIGHT
- 4-WAY VAULT
- PAD MOUNT SWITCH GEAR
- EXISTING POWER POLE
- PROPOSED ¾" IRR WATER METER
- EXISTING ¾" IRR WATER METER

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SEWER LINE (SIZE AS NOTED)
- EXISTING SEWER LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- EXISTING WATER LINE (SIZE AS NOTED)
- PROPOSED IRRIGATION LINE (SIZE AS NOTED)
- PROPOSED POWER LINE (PHASE AS NOTED)
- EXISTING OVERHEAD POWER LINE
- PROPOSED STORM DRAIN LINE
- EXISTING STORM DRAIN LINE
- PROPOSED SEWER LATERAL
- PROPOSED PIPE LINE





VICINITY MAP
SCALE 1:1000

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www.bluestakes.org
1-800-662-4111

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
119 EAST 200 NORTH, SUITE #2
ST. GEORGE, UTAH 84770
OFFICE (435) 628-7321

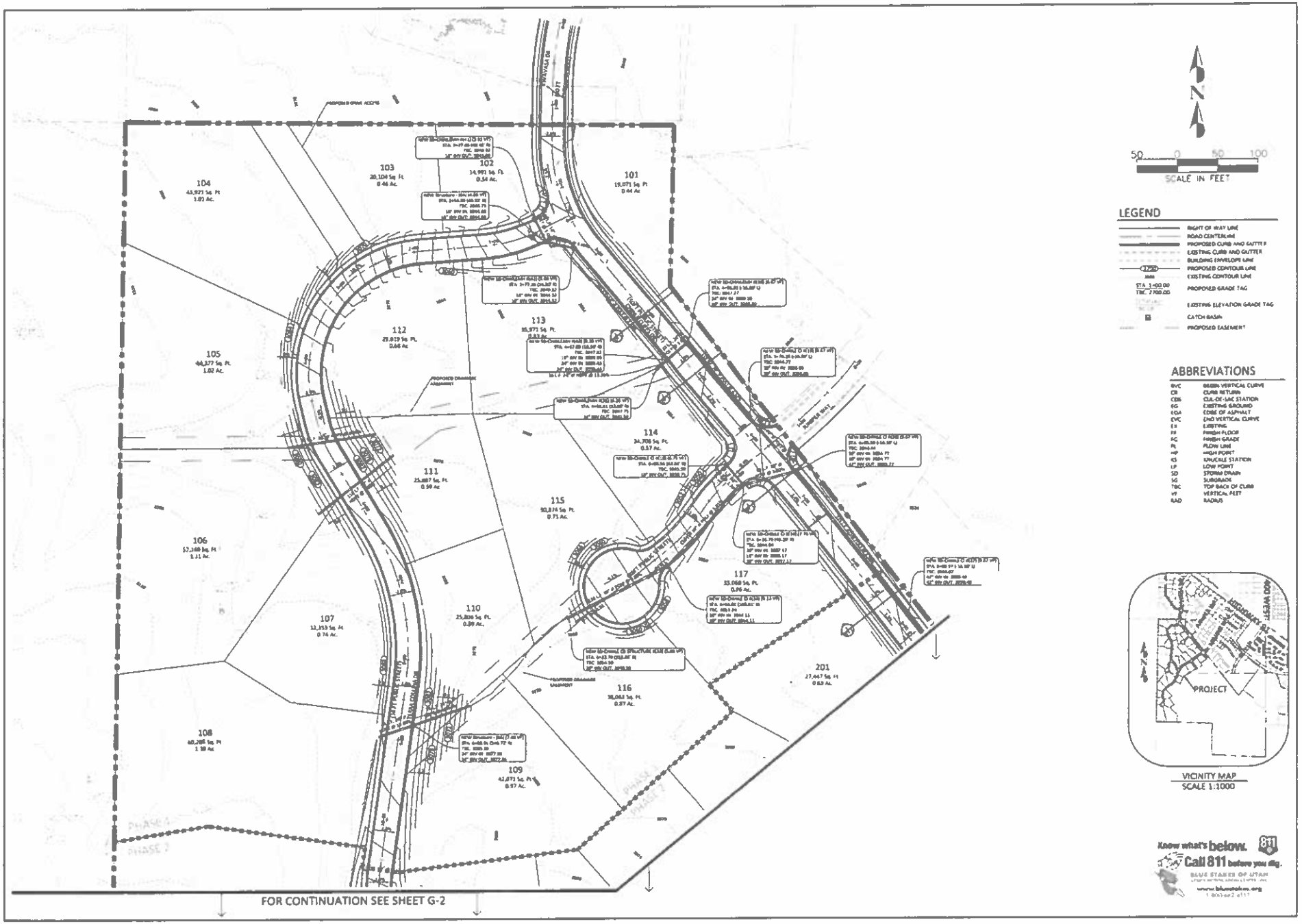
CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

SITE PLAN & UTILITIES

DATE MAY 2025
PM LB
DRAWN BY MT
DESIGNED BY MT
CHECKED BY LB
PROJECT NO. 24-052
SCALE 1" = 50'
SHEET NUMBER

SP-3

4 OF 17 TOTAL



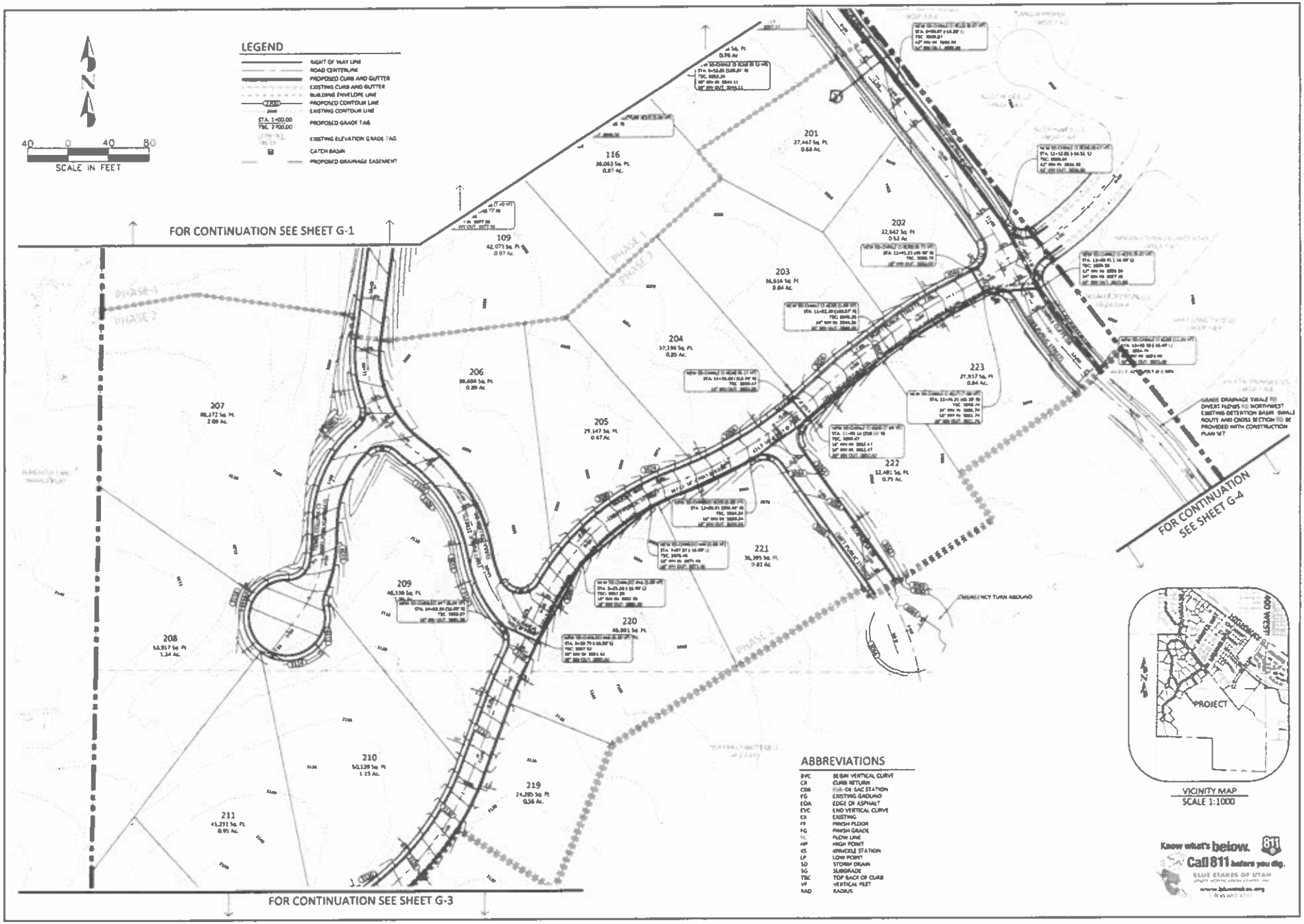
CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

GRADING & DRAINAGE PLAN

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

G-1

5 OF 17 TOTAL



CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

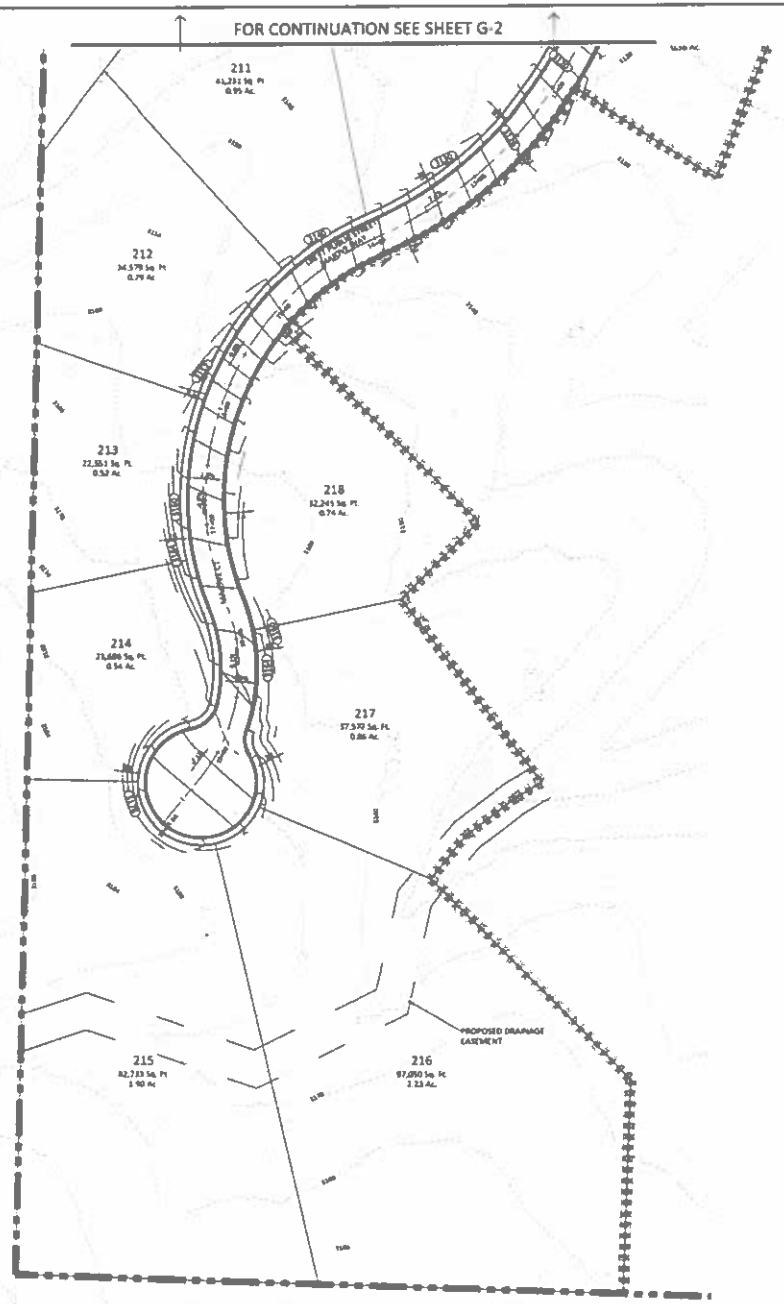
GRADING & DRAINAGE PLAN

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
135 EAST 300 NORTH STE #1
St. George, UT 84770
(801) 635-9229

DG

DATE	AUG 2021
PM	
DRAWN BY	
DESIGNED BY	
CHECKED BY	
PROJECT NO.	
SCALE	

SHEET NUMBER
G-2
6 OF 17 TOTAL



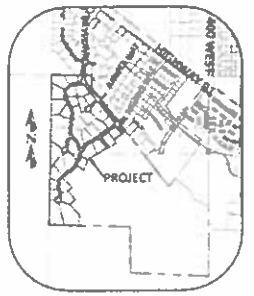
LEGEND

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- BUILDING ENVELOPE LINE
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- STA. 3+00.00 TBC: 2700.00 — PROPOSED GRADE TAG
- EXISTING ELEVATION GRADE TAG
- CATCH BASIN
- PROPOSED DRAINAGE EASEMENT

N

40 0 40 80

SCALE IN FEET



VICINITY MAP
SCALE 1:1000

ABBREVIATIONS

BVC	BEGIN VERTICAL CURVE
CB	CURB RETURN
COS	CUL-DE-SAC STATION
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
E	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
HP	HIGH POINT
IS	ONVICKLE STATION
LP	LOW POINT
SD	STORM DRAIN
SG	SUBGRADE
TBC	TOP BACK OF CURB
VF	VERTICAL FEET
RAD	RADIUS

EARTHWORK

CUT: 20,385 C.Y. FILL: 17,596 C.Y. NET: 2,853 C.Y. *

* ALL EARTHWORK VOLUMES ARE FOR ESTIMATING PURPOSES ONLY. THEY REPRESENT THE DIFFERENCE BETWEEN EXISTING AND FINISH GRADE SURFACES. CONTRACTOR IS RESPONSIBLE FOR ALL FINAL VOLUMES.

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1-800-662-4111

CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

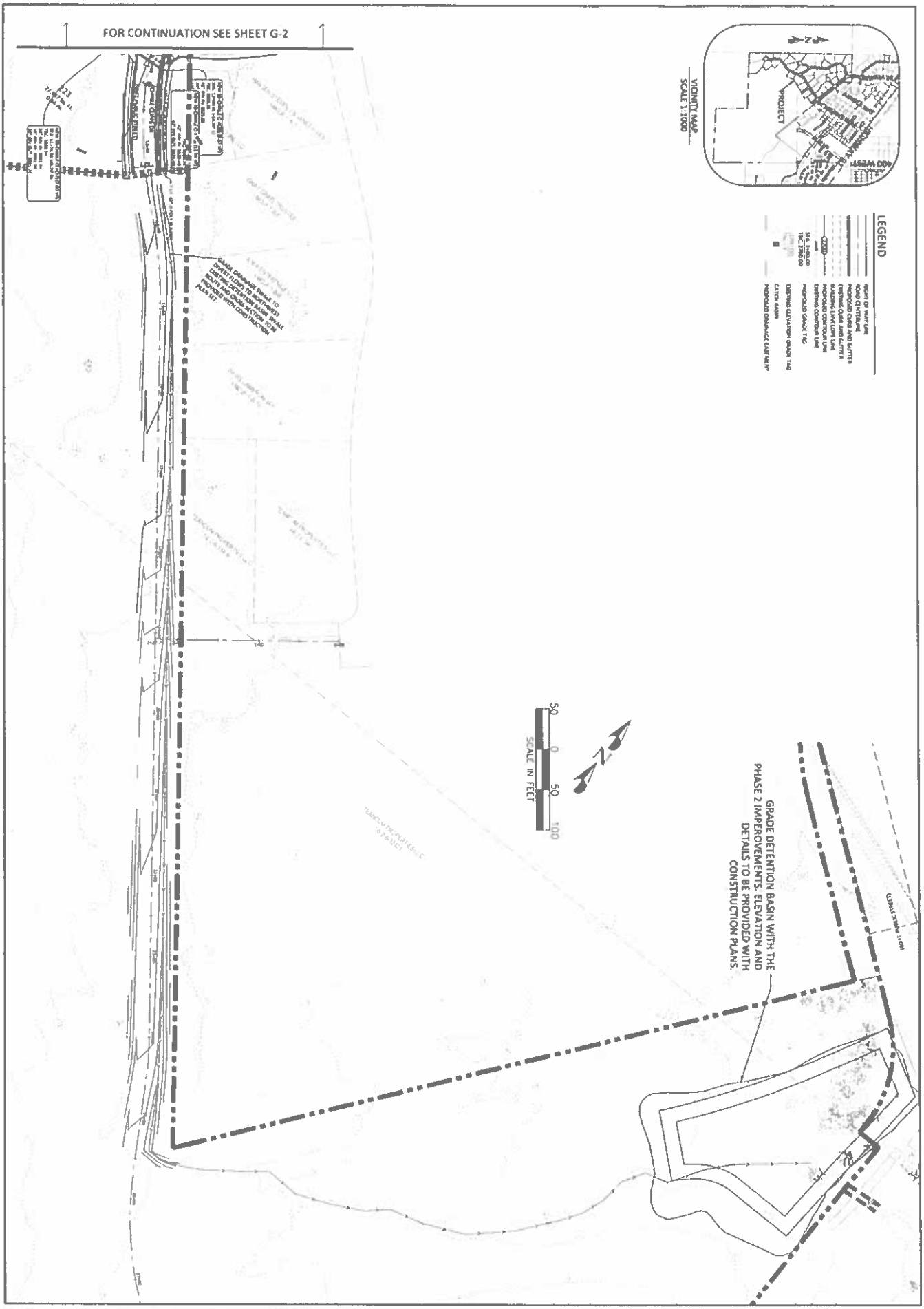
GRADING & DRAINAGE PLAN

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
215 EAST 300 NORTH STE #2
St. George, UT 84770
Office: (435) 628-2133

DATE: JULY 2025
PM: LB
DRAWN BY: NT
DESIGNED BY: NT
CHECKED BY: LB
PROJECT NO: 24-052
SCALE: 40

G-3

7 OF 17 TOTAL



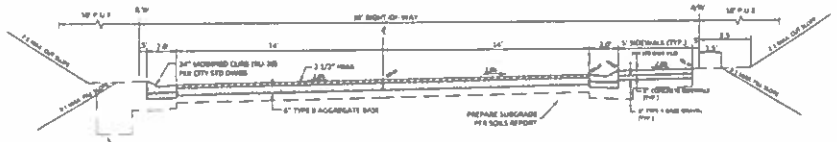
DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 300 NORTH STE #3
St. George, UT 84770
Office (435) 628-3121

CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

GRADING & DRAINAGE PLAN

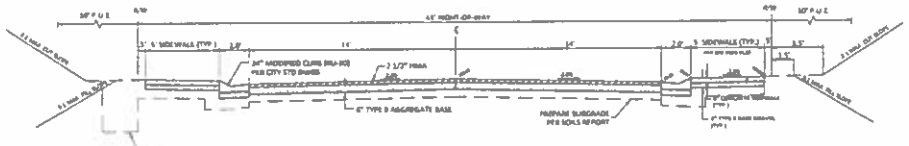
G-4

8 OF 17 TOTAL



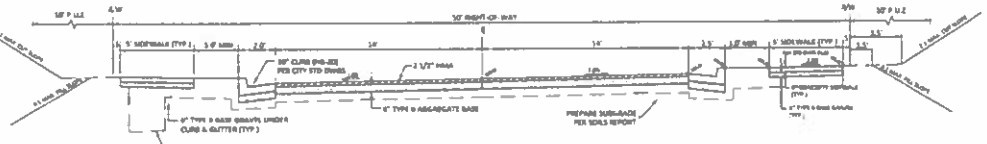
38' IVINS CITY RESIDENTIAL ALTERNATIVE - 2% CROSS SLOPE SECTION

N.T.S.



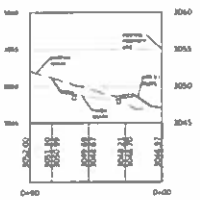
43' IVINS CITY RESIDENTAL ALTERNATIVE - TYPICAL SECTION

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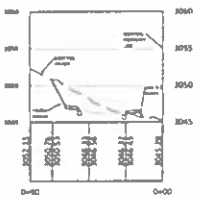


50' IVINS CITY RESIDENTIAL STANDARD - 2% CROSS SLOPE SECTION

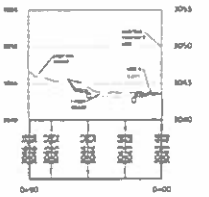
N.T.S.



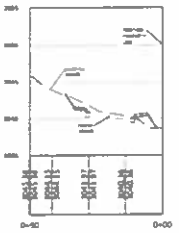
SECTION 1
H: 1"=50'
V: 1"=10'



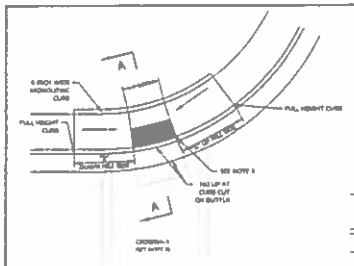
SECTION 2
H: 1"=50'
V: 1"=10'



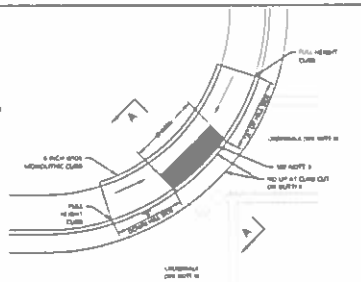
SECTION 3
H: 1"=50'
V: 1"=10'



SECTION 4
H: 1"=50'
V: 1"=10'



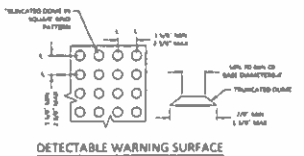
CORNER PEDESTRIAN RAMP SINGLE CROSSING



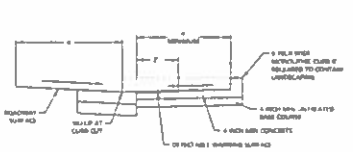
CORNER PEDESTRIAN RAMP DUAL CROSSING

NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]



DETECTABLE WARNING SURFACE



SECTION A-A

ADA ACCESSIBLE RAMP RIGHT-OF-WAY

N.T.S.

SLOPE TABLE

	MAX SLOPE %	MAX CROSS SLOPE %
PARKING SPACE	2%	2% (1)
RAMP	8.33%	2% (2)
CLEAR SPACE	2%	2% (3)
SIDEWALK	STREET GRADE	2%

(1) PARKING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. CROSS SLOPE IS PERPENDICULAR TO PEDESTRIAN TRAVEL.

(2) LENGTH OF RAMP SHALL BE AS SHOWN ON PLANS. MAXIMUM IS MEASURED TO FACE OF CURB.

(3) WHERE NO CONSTRAINT OF CLEAR SPACE, PARKING SLOPE ACROSS CURB CUT MAY MATCH GUTTER PAN. IF NOT CONSTRAINED, CLEAR SPACE SHALL BE 2% CROSS SLOPE AT CURB CUT.

DO NOT EXCEED THE STEEPEST GRADE FOR THE CROSS SLOPE OF LANDINGS WITHOUT STEP OR HAND RAILS.

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
330 EAST 3RD NORTH STE #2
ST. GEORGE, UTAH 84770
OFFICE (435) 628-2121

CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

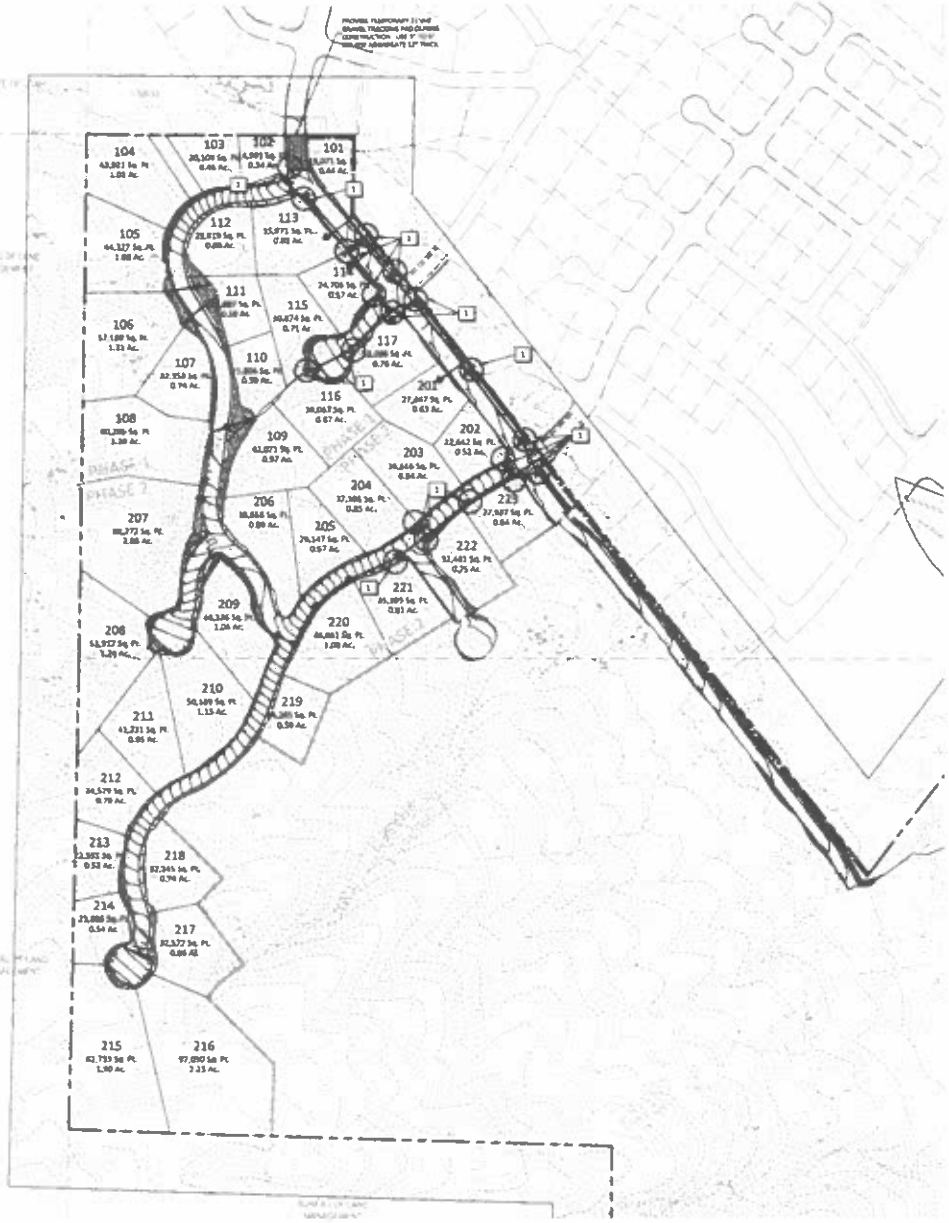
DETAILS

DATE	MAY 2025
PM	MT
DRAWN BY	VC
DESIGNED BY	VC
CHECKED BY	LG
PROJECT NO.	24-052
SCALE	AS

SHEET NUMBER

DT-1

9 OF 17 TOTAL



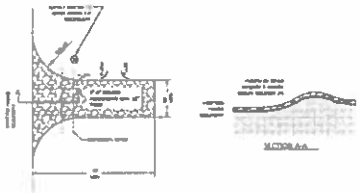
CONSTRUCTION NOTES

1. PROVIDE STORM DRAIN INLET PROTECTION (FILTERSOCK)

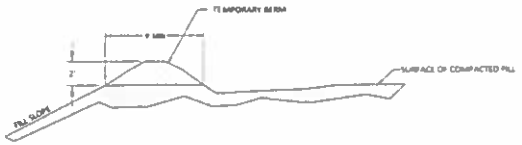
LEGEND

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED PROPERTY LINE
- PROPOSED CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED STORM DRAIN LINE (SIZE AS NOTED)
- SEDIMENT BERM LINE
- PROPOSED STORM DRAIN INLET PROTECTION (FILTERSOCK)

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE / EXIT



SEDIMENT BERM



NOTES:

1. COMPACT THE RIDGE OF EXISTING SOIL TO PROVIDE A TEMPORARY BERM THAT DIVERTS STORM RUNOFF FROM RECENTLY CONSTRUCTED SLOPES. REPAIR ANY EROSION OF THE BERM IMMEDIATELY
2. TEMPORARY BERMS ARE TYPICALLY USED IN CONJUNCTION WITH SLOPE DRAINS

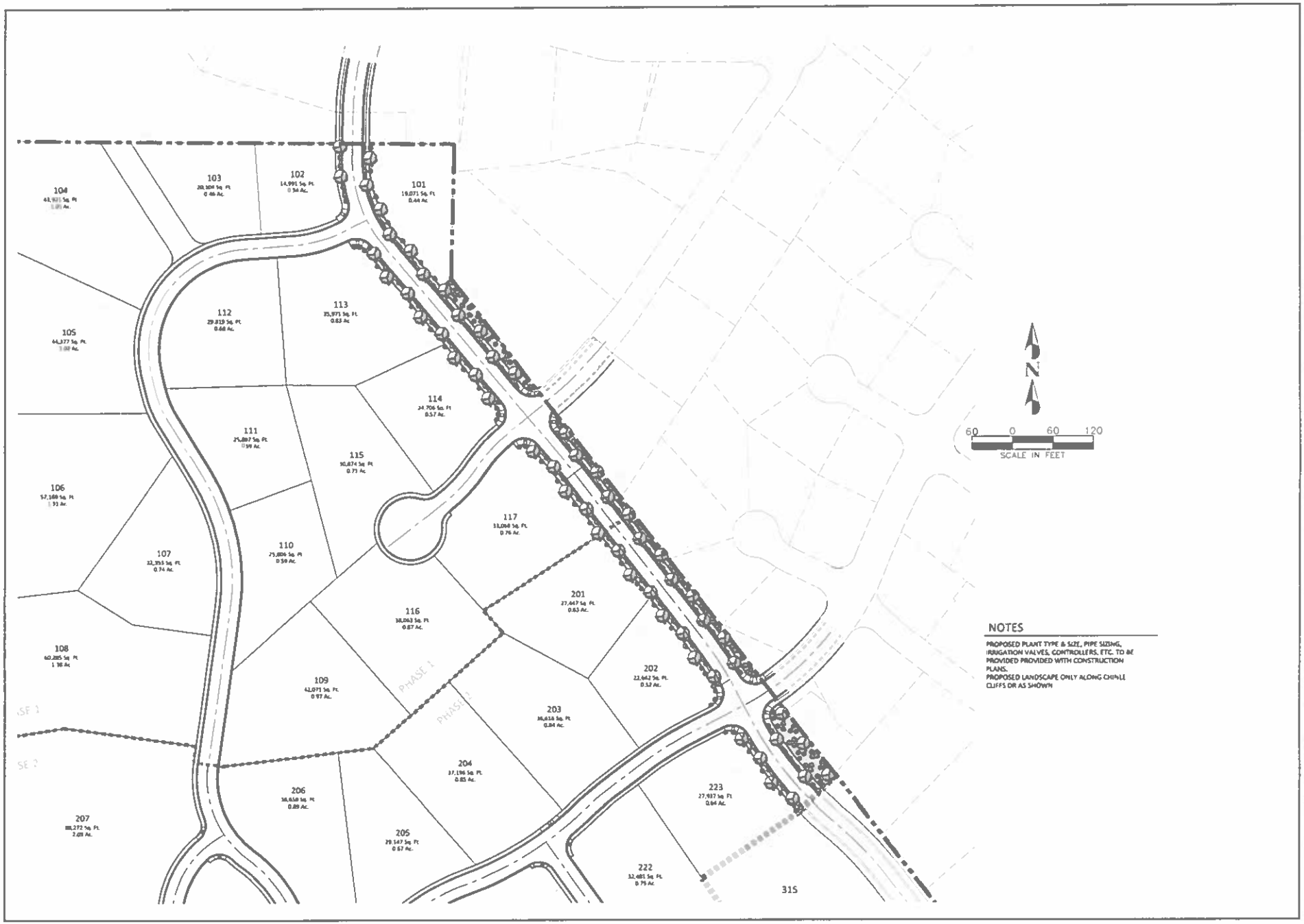
CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

EROSION CONTROL PLAN

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 EAST 800 NORTH STE #1
St. George, UT 84770
Office 435.656.9121

DATE	JULY 2025
PM	MT
DRAWN BY	MT
DESIGNED BY	MT
CHECKED BY	CB
PROJECT NO.	24-052
SCALE	AS SHOWN

SHEET NUMBER
EC-1
10 OF 17 TOTAL



NOTES

PROPOSED PLANT TYPE & SIZE, PIPE SIZING, IRRIGATION VALVES, CONTROLLERS, ETC. TO BE PROVIDED PROVIDED WITH CONSTRUCTION PLANS.
PROPOSED LANDSCAPE ONLY ALONG CHINLE CLIFFS OR AS SHOWN

CHINLE CLIFFS
PHASE 1-2
LOCATED IN IVINS, UTAH

PRELIMINARY PLAT - LANDSCAPE PLAN

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

LS-1

11 OF 17 TOTAL

LEGEND

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED SEWER LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED IRRIGATION LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CATCH BASIN

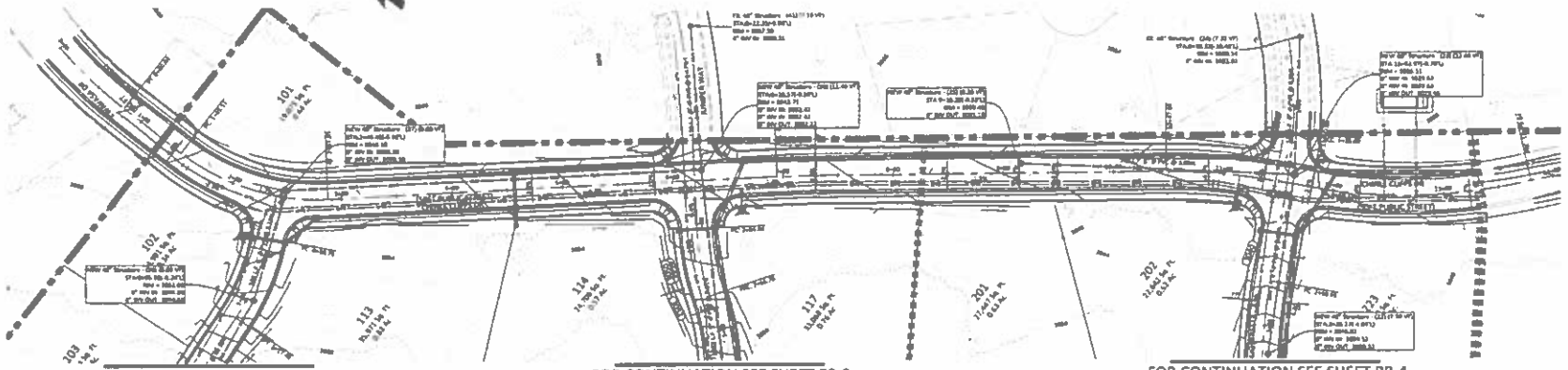
NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.
2. THIS SITE IS NOT LOCATED WITHIN A HILLSIDE OVERLAY ZONE

ABBREVIATIONS

BVC	BEGIN VERTICAL CURVE
CB	CURB RETURN
CDS	CUL-DE-SAC STATION
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
EX	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
HP	HIGH POINT
ES	KNUCKLE STATION
LP	LOW POINT
SD	STORM DRAIN
SG	SUBGRADE
SSMH	SANITARY SEWER MANHOLE
TBC	TOP BACK OF CURB
VF	VERTICAL FEET
RAD	RADIUS
DBL	DOUBLE

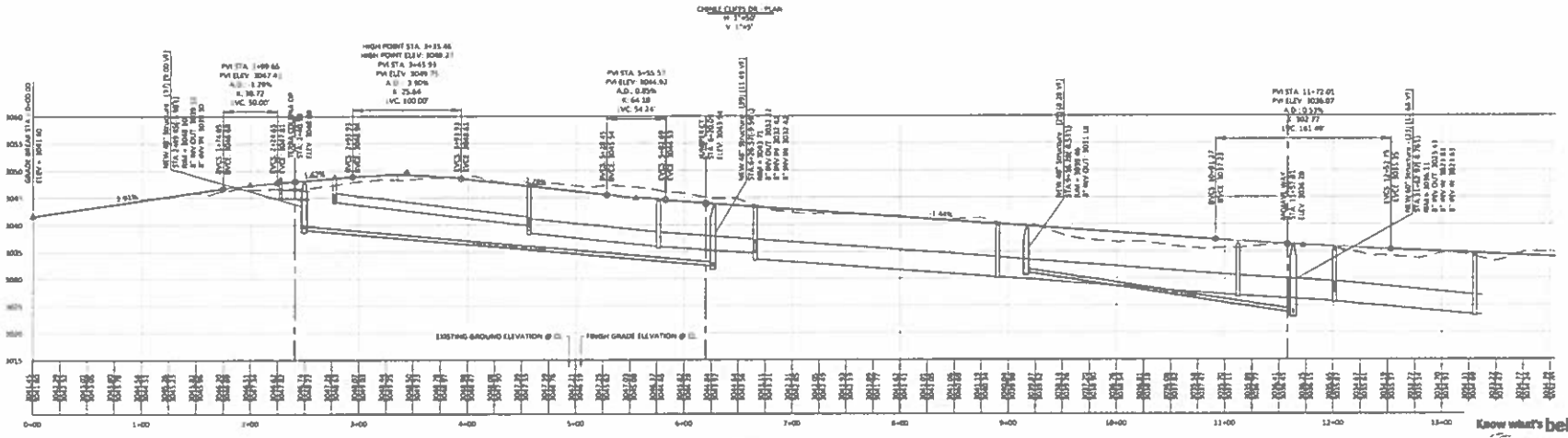
50 0 50 100
SCALE IN FEET



FOR CONTINUATION SEE SHEET PP-2

FOR CONTINUATION SEE SHEET PP-3

FOR CONTINUATION SEE SHEET PP-4



CHINLE CLIFFS DR - PLAN
H 1"=50'
V 1"=5'

CHINLE CLIFFS DR - PROFILE
H 1"=50'
V 1"=5'

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH

CHINLE CLIFFS
PHASE 1-2
LOCATED IN ST. GEORGE, UTAH

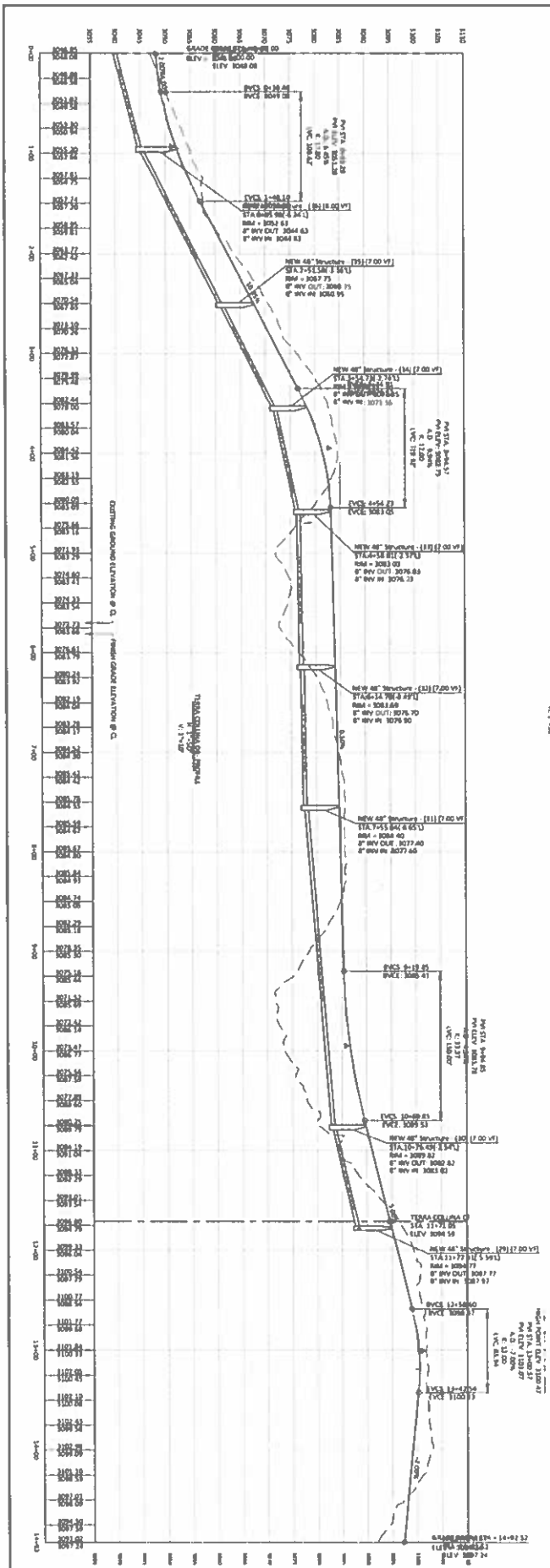
CHINLE CLIFFS DR - PLAN & PROFILE

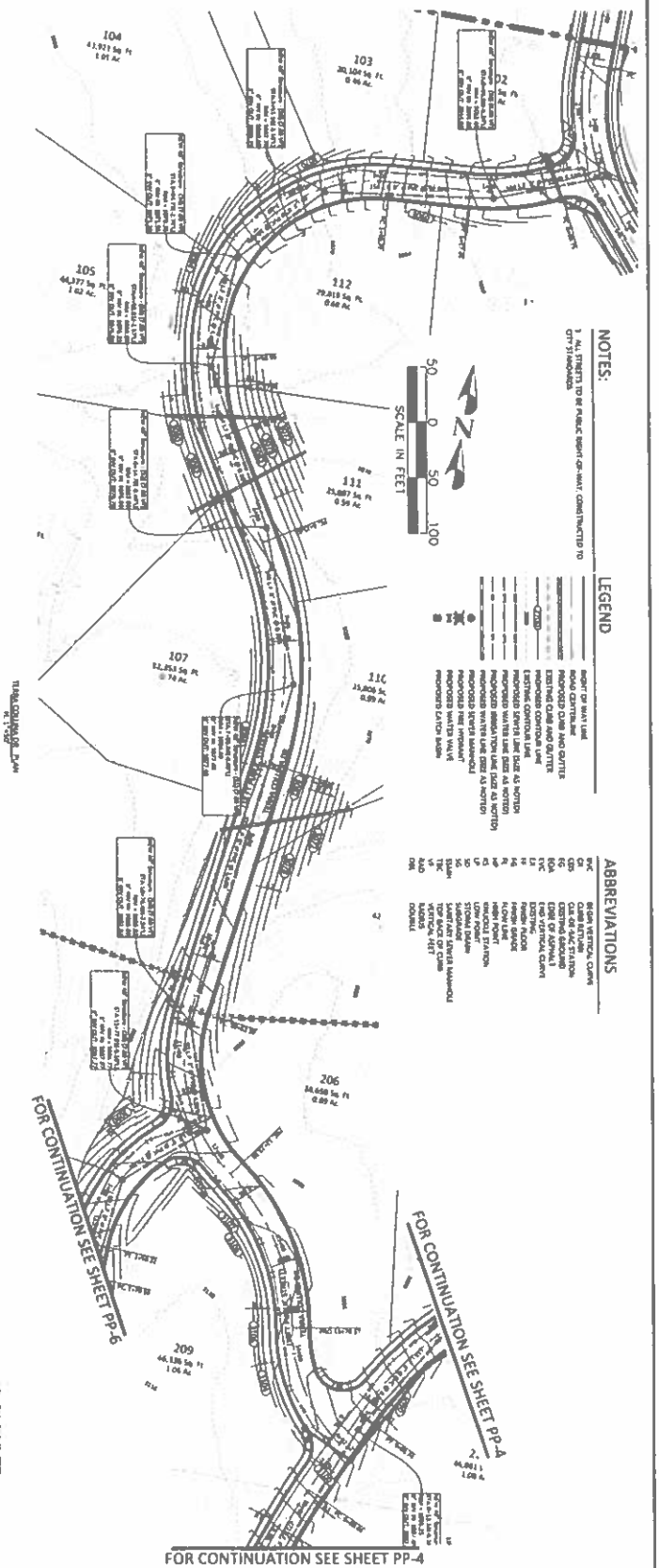
DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 EAST 300 NORTH STE #1
ST. GEORGE, UT 84770
OFFICE 435.628.2111

DATE MAY 2021
PM TS
DRAWN BY TS
DESIGNED BY TS
CHECKED BY TS
PROJECT NO 14-052
SCALE 1"=50'

PP-1

12 OF 17 TOTAL





PP-2	DSG ENGINEERING, INC LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS 113 EAST 200 NORTH STE #2 St. George UT 84770 Office (435) 628 2121	CHINLE CLIFFS PHASE 1-2 LOCATED IN ST. GEORGE, UTAH TERRA COLLINA DR - PLAN & PROFILE

13 OF 17 TOTAL

NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

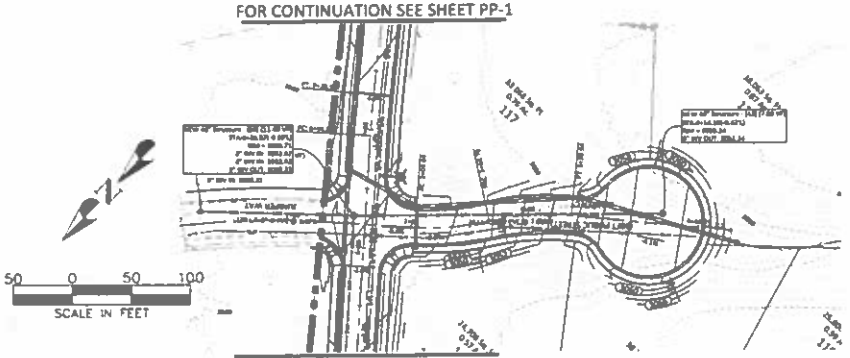
LEGEND

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED SEWER LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED IRRIGATION LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CATCH BASIN

ABBREVIATIONS

BVC	BEGIN VERTICAL CURVE
CB	CURB RETURN
CDS	CUL-DE-SAC STATION
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
EX	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
HP	HIGH POINT
KS	KNUCKLE STATION
LP	LOW POINT
SD	STORM DRAIN
SG	SUBGRADE
SSMH	SANITARY SEWER MANHOLE
TBC	TOP BACK OF CURB
VF	VERTICAL FEET
RAD	RADIUS
DBL	DOUBLE

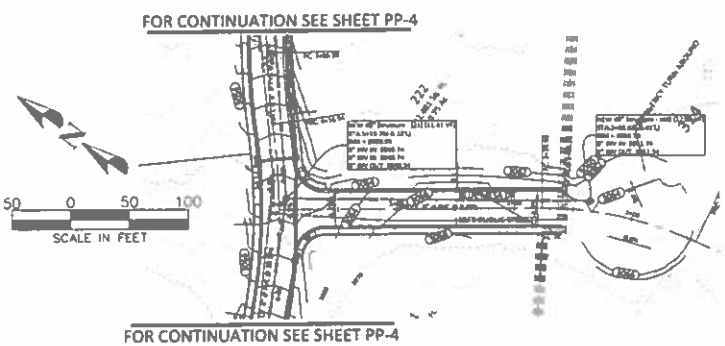
FOR CONTINUATION SEE SHEET PP-1



FOR CONTINUATION SEE SHEET PP-1

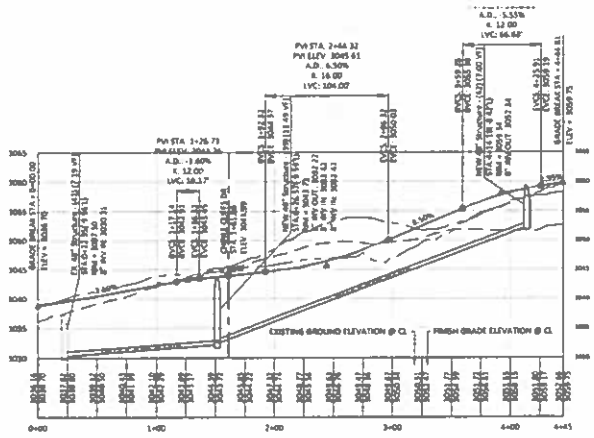
BUMPER CT - PLAN
H 1"=50'

FOR CONTINUATION SEE SHEET PP-4

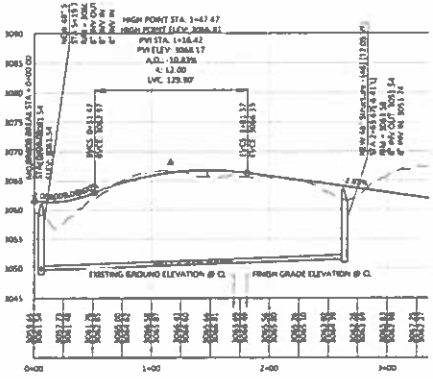


FOR CONTINUATION SEE SHEET PP-4

BLUE MESA DR - PLAN
H 1"=50'



BUMPER CT - PROFILE
H 1"=50'
V 1"=10'



BLUE MESA DR - PROFILE
H 1"=50'
V 1"=10'

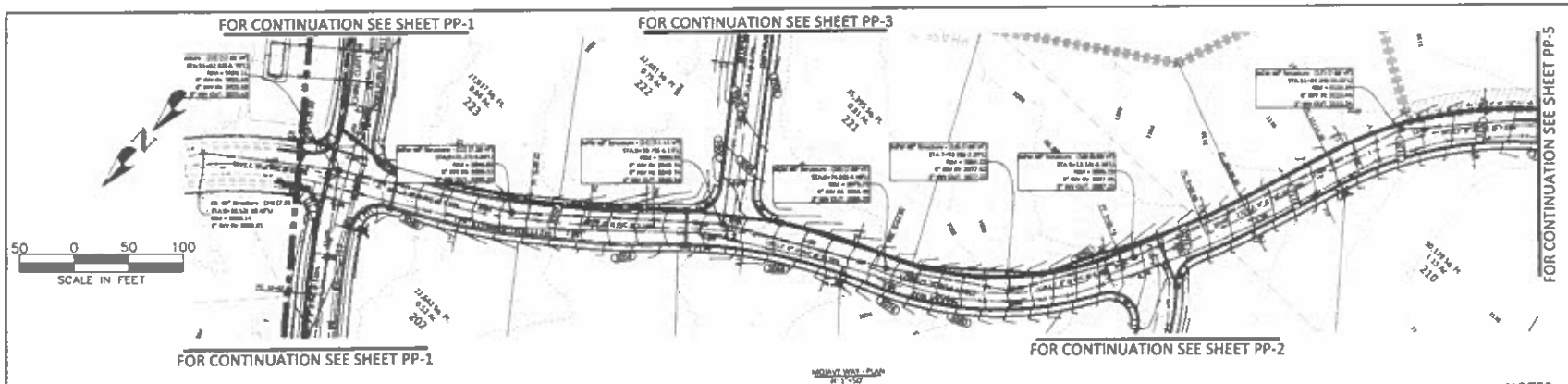
DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 EAST 200 NORTH STE #2
St. George, UT 84770
OFFICE (435) 628-3311

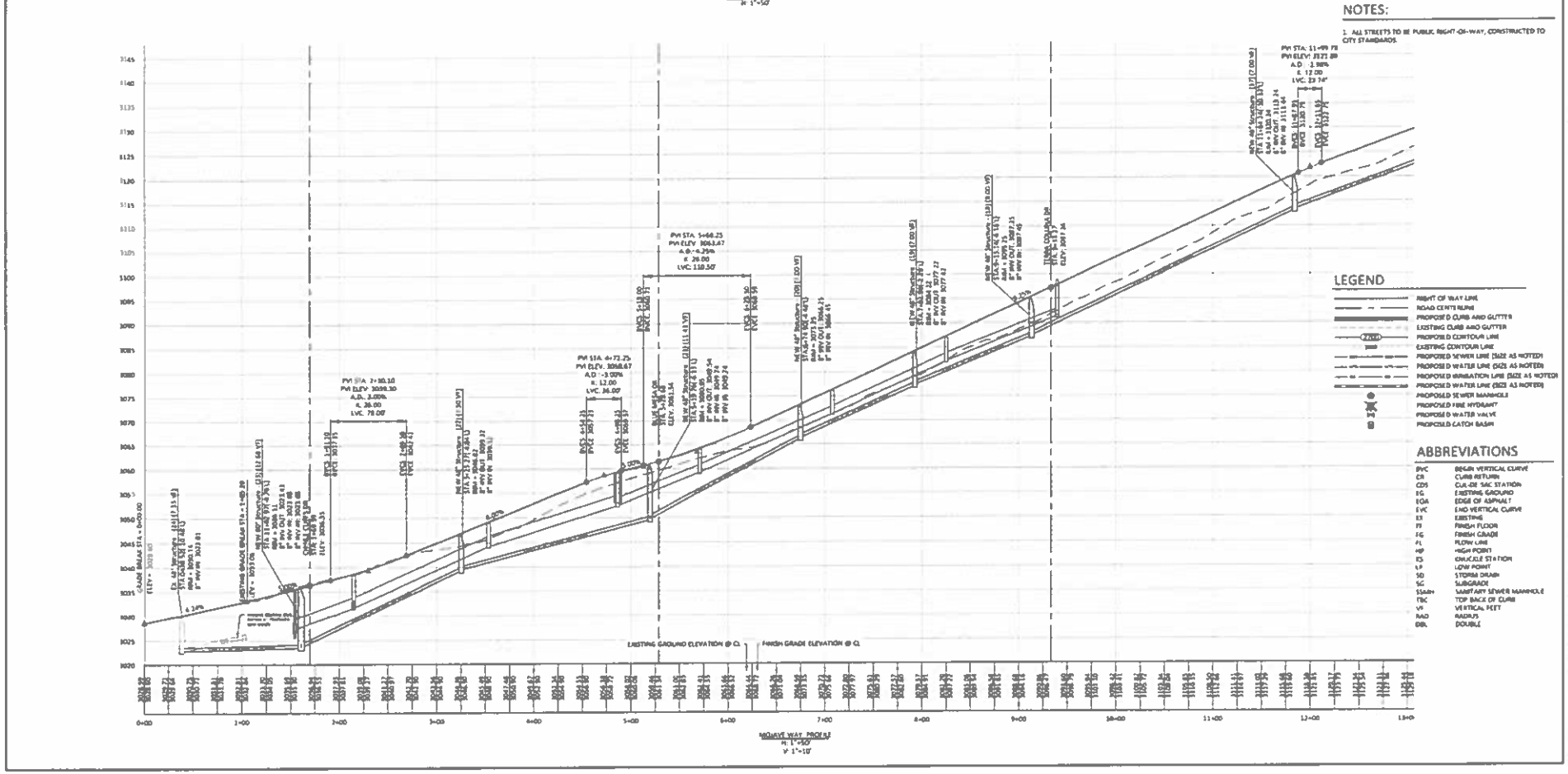
CHINLE CLIFFS
PHASE 1-2
LOCATED IN ST. GEORGE, UTAH

JUNIPER/BLUE MESA - PLAN & PROFILE

DATE: Aug 2025
PM:
DRAWN BY:
REVIEWED BY:
CHECKED BY:
PROJECT NO: 14-051
SCALE: 1"=50'

SHEET NUMBER
PP-3
14 OF 17 TOTAL





CHINLE CLIFFS
PHASE 1-2
LOCATED IN ST. GEORGE, UTAH

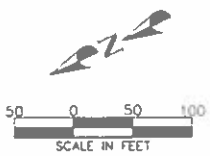
MOJAVE WAY - PLAN & PROFILE

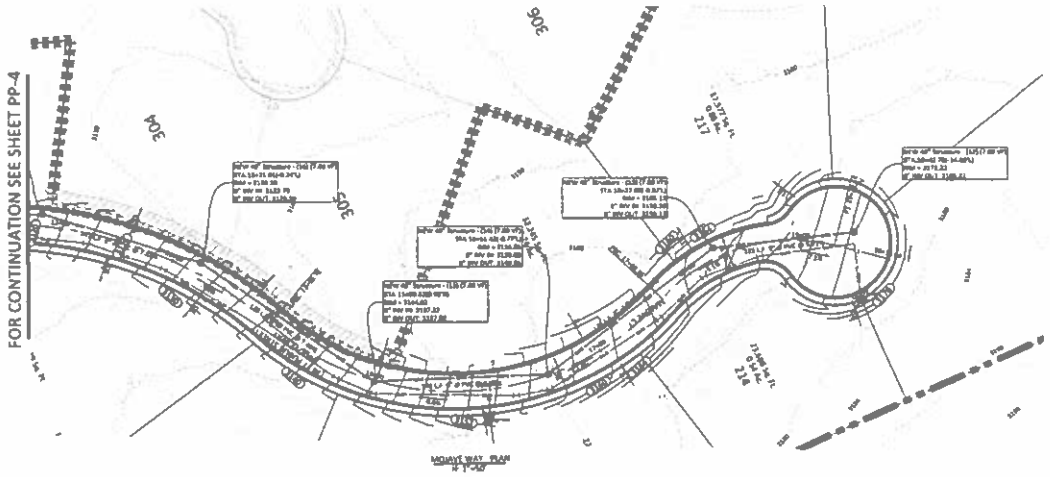
DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 EAST 200 NORTH STE #2
St. George, UT 84770
Office (435) 628-2123

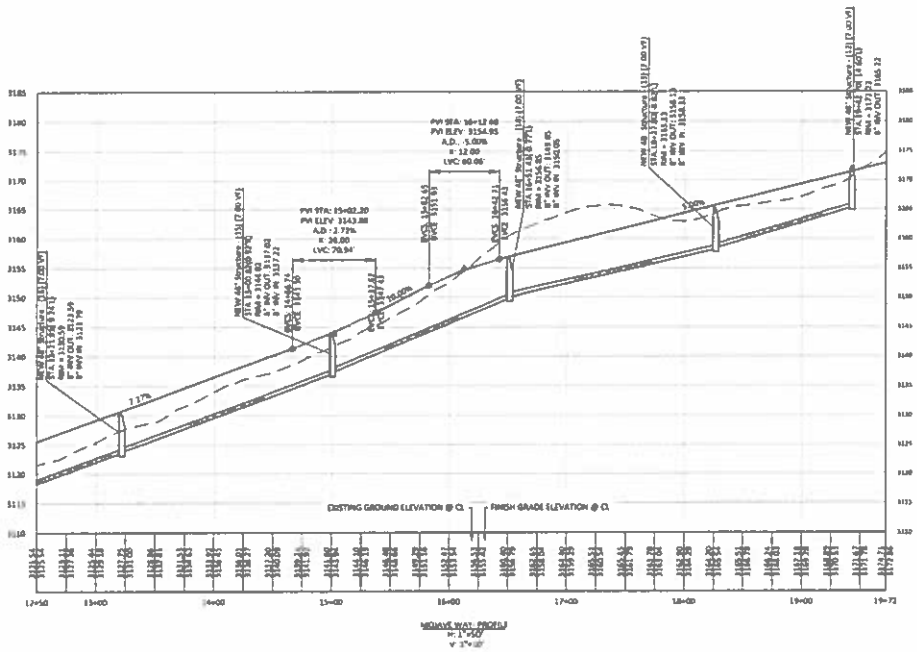
DATE 4-1-2025
PM
DRAWN BY
DESIGNED BY
CHECKED BY
PROJECT NO. 24-052
SCALE 1" = 50'

PP-4

15 OF 17 TOTAL







NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

LEGEND

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED SEWER LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED IRRIGATION LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CATCH BASIN

ABBREVIATIONS

BVC	BEGIN VERTICAL CURVE
CR	CURB RETURN
CDS	CUL-DE-SAC STATION
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
EX	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
HP	HIGH POINT
CS	CRUCIBLE STATION
LP	LOW POINT
SD	STORM DRAIN
SG	SUBGRADE
SSMH	SANITARY SEWER MANHOLE
TBC	TOP BACK OF CURB
VP	VERTICAL PILE
RAD	RADIUS
DBL	DOUBLE

CHINLE CLIFFS
PHASE 1-2
LOCATED IN ST. GEORGE, UTAH

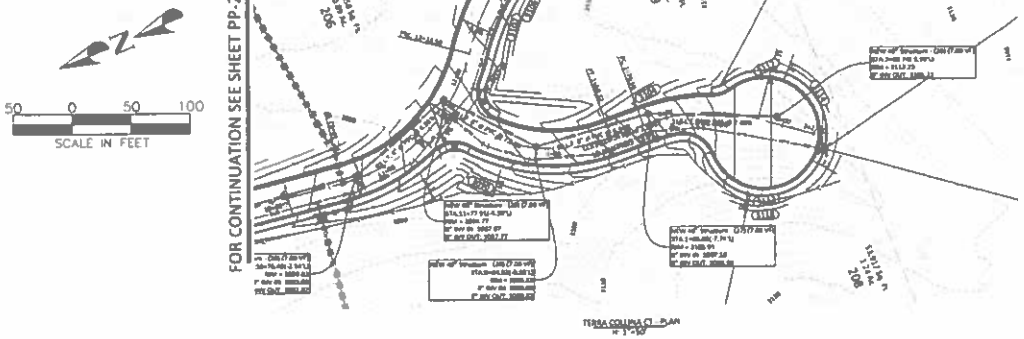
MOJAVE WAY - PLAN & PROFILE

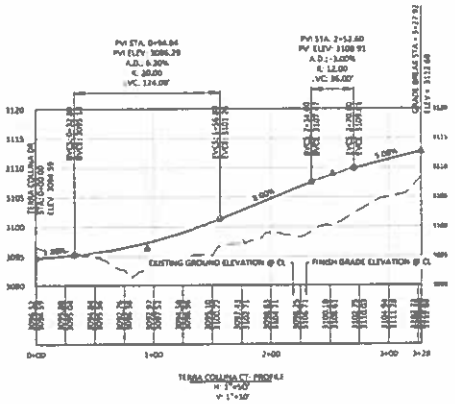
DSG ENGINEERING, INC
LAND PLANNERS, LANDSCAPE ARCHITECTS, CIVIL ENGINEERS
111 EAST 300 NORTH STE #2
St. George UT 84770
Office (435) 628 3121

PP-5

16 OF 17 TOTAL

FOR CONTINUATION SEE SHEET PP-2





NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.

LEGEND

- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- PROPOSED SEWER LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED IRRIGATION LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED CATCH BASIN

ABBREVIATIONS

BVC	BEGIN VERTICAL CURVE
CB	CURB RETURN
CON	CUL-OR-SAC STATION
EG	EXISTING GROUND
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
EX	EXISTING
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
HP	HIGH POINT
KS	KNUCKLE STATION
LP	LOW POINT
SD	STORM DRAIN
SG	SUBGRADE
SSMH	SANITARY SEWER MANHOLE
TBC	TOP BACK OF CURB
VF	VERTICAL FEET
RAD	RADIUS
DBL	DOUBLE

CHINLE CLIFFS
PHASE 1-2
LOCATED IN ST. GEORGE, UTAH

SHEET NAME: TERRA COLLINA CT - PLAN & PROFILE

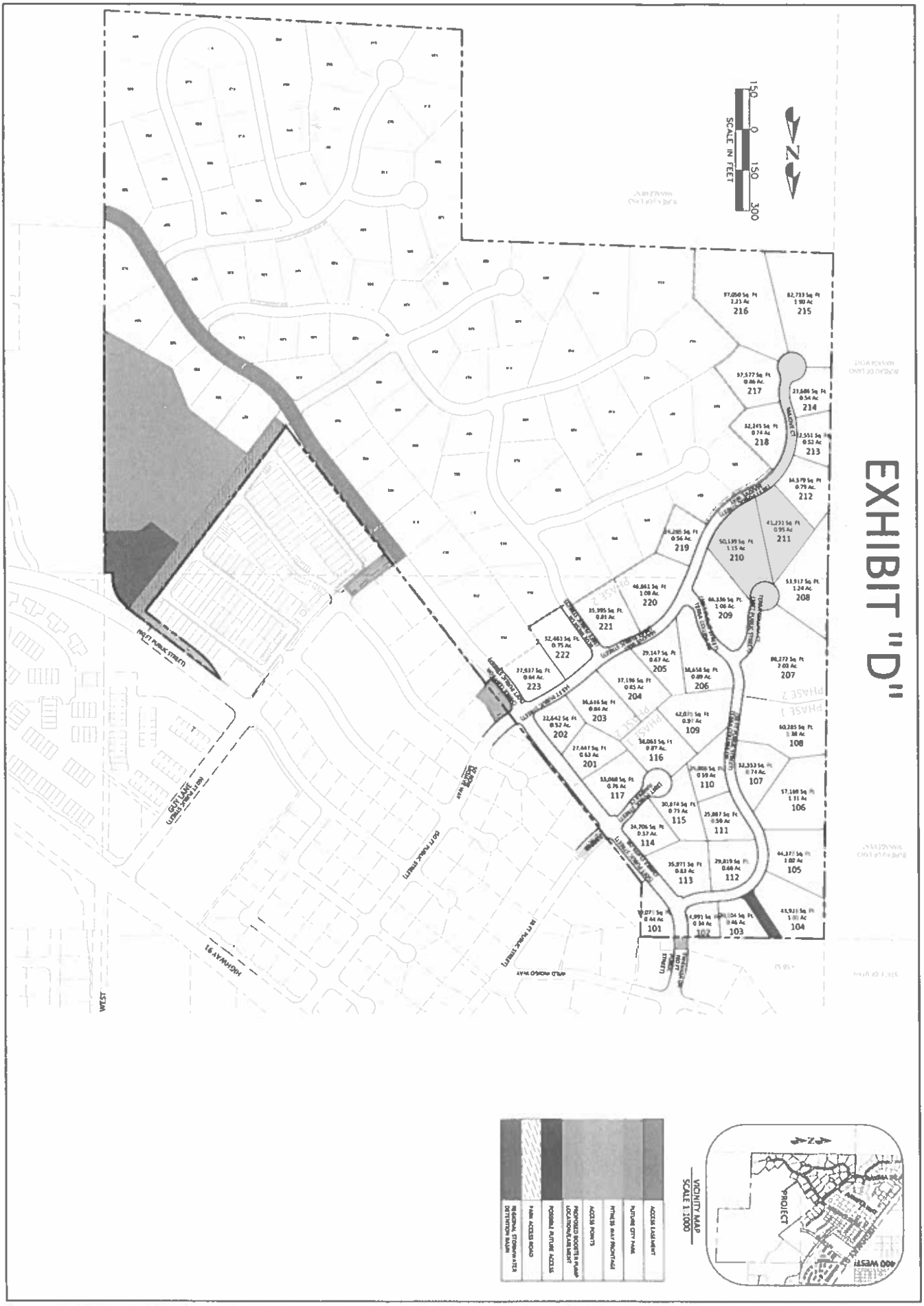
DSG ENGINEERING, INC
LAND PLANNER(S), LAND SURVEYOR(S), CIVIL ENGINEER(S)
313 EAST 200 SOUTH STE #1
St. George, UT 84770
Office (435) 628-3311

DATE: JULY 2025
PM:
DRAWN BY:
DESIGNED BY:
CHECKED BY: J.D.
PROJECT NO: 24-082
SCALE:
SHEET NUMBER:

PP-6

17 OF 17 TOTAL

EXHIBIT D
Development Agreement Objectives



DSG ENGINEERING, INC LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS 113 EAST 200 NORTH STE #2 St George, UT 84770 Office (435) 628-2121	CHINLE CLIFFS DEVELOPMENT AGGREEMENT OBJECTIVE EXHIBIT "D"	NO. / DESCRIPTION / DATE / APP'D	EX-D 1 OF 1 TOTAL

EXHIBIT E
Roadway Dedication Documents

WHEN RECORDED, MAIL TO:

Kari D. Jimenez	Copy to Grantor
Ivins City Recorder	ANA Enterprises, L.L.C.
85 North Main	887 N Coyote Gulch Court
Ivins, Utah 84738	Ivins, Utah 84738

Tax ID: I-6-2-6-340, I-6-2-6-334-A, I-6-2-6-32401

DEED OF DEDICATION
GUY LANE

KNOWN BY ALL MEN THESE PRESENTS, that A N A Enterprises, LLC, a Utah limited liability company, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the Ivins City, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following described property located in the County of Washington, State of Utah:

See 'Exhibit A' for Legal Description

TO HAVE AND TO HOLD such property to Grantee, Ivins City, forever for the uses and purposes normally associated with constructing, maintaining, repairing, operating a public roadway for the transportation of traffic, drainage, utilities and other public purposes.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this 31 day of October, 2025.

GRANTOR: A N A Enterprises, L.L.C., a Utah limited liability company

Lance Anderson, Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this the 31 day of October, 2025 before me Brenda Pendleton, a notary public, personally appeared Lance Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.

Notary Public

BRENDA PENDLETON
Notary Public, State of Utah
Commission # 734989
My Commission Expires
01/28/2028

ACCEPTANCE OF DEDICATION

Ivins City, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

IVINS CITY

Chris Hart, Mayor

IVINS CITY Corporate Seal WASHINGTON COUNTY

ATTEST:

Kari D. Jimenez, City Recorder

APPROVED AS TO FORM:

Bryan Pack, City Attorney

EXHIBIT "A" LEGAL DESCRIPTION

THE EXTENSION OF GUY LANE TO THE WESTERLY BOUNDARY GRANTOR'S LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING NORTH 89°38'58" WEST ALONG SAID SECTION LINE, A DISTANCE OF 935.329 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 52°12'39" WEST 132.904 FEET; THENCE NORTH 37°47'21" WEST 55.000 FEET; THENCE NORTH 52°12'39" EAST 141.511 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 975.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°01'06", A DISTANCE OF 51.364 FEET TO THE SOUTHWESTERLY CORNER OF THE GUY LANE RIGHT-OF-WAY AND THE SOUTHWESTERLY BOUNDARY OF THE MOJAVE FLATS PHASE 1-B SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 40°48'28" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 55.000 FEET TO THE SOUTHEASTERLY CORNER OF SAID GUY LINE RIGHT-OF-WAY AND A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 40°48'27" WEST); THENCE ALONG THE ARC OF A 1030.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°01'06", A DISTANCE OF 54.262 FEET; THENCE SOUTH 52°12'39" WEST 8.607 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO AND PARALLEL WITH THE NORTHERLY AND SOUTHERLY LINES OF THE ABOVE DESCRIBED PARCEL

WHEN RECORDED, MAIL TO:

Kari D. Jimenez
Ivins City Recorder
85 North Main
Ivins, Utah 84738

Copy to Grantor
ANA Enterprises, L.L.C.
887 N Coyote Gulch Court
Ivins, Utah 84738

Tax ID: I-6-2-6-3271

DEED OF DEDICATION
JUNIPER WAY

KNOWN BY ALL MEN THESE PRESENTS, that A N A Enterprises, LLC, a Utah limited liability company, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the Ivins City, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following described property located in the County of Washington, State of Utah:

See 'Exhibit A' for Legal Description

TO HAVE AND TO HOLD such property to Grantee, Ivins City, forever for the uses and purposes normally associated with constructing, maintaining, repairing, operating a public roadway for the transportation of traffic, drainage, utilities and other public purposes.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this 31 day of October, 2025.

GRANTOR: A N A Enterprises, L.L.C., a Utah limited liability company

Lance Anderson, Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this the 31 day of October, 2025 before me Brenda Pendleton, a notary public, personally appeared Lance Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.

Brenda Pendleton
Notary Public

BRENDA PENDLETON
Notary Public, State of Utah
Commission # 734989
My Commission Expires
01/28/2028

ACCEPTANCE OF DEDICATION

Ivins City, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

IVINS CITY

Chris Hart, Mayor

ATTEST:

Kari D. Jimenez, City Recorder

APPROVED AS TO FORM:

Bryan Pack, City Attorney

EXHIBIT "A" LEGAL DESCRIPTION

THE EXTENSION OF JUNIPER WAY TO THE WESTERLY BOUNDARY GRANTOR'S LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00° 52'02" WEST ALONG THE SECTION LINE, A DISTANCE OF 1700.478 FEET AND SOUTH 89°07'58" EAST 809.995 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 40°16'16" WEST), AND RUNNING THENCE ALONG THE ARC OF A 731.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°53'27", A DISTANCE OF 113.434 FEET TO THE SOUTHWESTERLY CORNER OF THE JUNIPER WAY RIGHT-OF-WAY AND A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE INDIGO TRAILS PHASE 2-A SUBDIVISION; THENCE SOUTH 49°09'44" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 38.000 FEET TO THE SOUTHEASTERLY CORNER OF SAID GUY LINE RIGHT-OF-WAY AND A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 49°09'44" WEST); THENCE ALONG THE ARC OF A 769.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°00'49", A DISTANCE OF 120.978 FEET; THENCE NORTH 37°47'21" WEST 38.034 FEET TO THE POINT OF BEGINNING.

WHEN RECORDED, MAIL TO:

Kari D. Jimenez
Ivins City Recorder
85 North Main
Ivins, Utah 84738

Copy to Grantor
Cowichan, L.L.C.
800 N. Kayenta Parkway
Ivins, Utah 84738

Tax ID: I-SB-53

DEED OF DEDICATION
KWAVASA DRIVE

KNOWN BY ALL MEN THESE PRESENTS, That Cowichan, LLC, a Utah limited liability company, Grantor herein, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by the Ivins City, a Utah municipal corporation, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following described property located in the County of Washington, State of Utah:

See 'Exhibit A' for Legal Description

TO HAVE AND TO HOLD such property to Grantee, Ivins City, forever for the uses and purposes normally associated with constructing, maintaining, repairing, operating a public roadway for the transportation of traffic, drainage, utilities and other public purposes.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Dedication this 31 day of October, 2025.

GRANTOR: Cowichan, L.L.C., a Utah limited liability company

Lance Anderson, Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this the 31 day of October, 2025 before me Brenda Pendleton, a notary public, personally appeared Lance Anderson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged they executed the same.

Notary Public

BRENDA PENDLETON
Notary Public, State of Utah
Commission # 734989
My Commission Expires
01/28/2028

ACCEPTANCE OF DEDICATION

Ivins City, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

IVINS CITY

Chris Hart, Mayor

ATTEST:

Kari D. Jimenez, City Recorder

APPROVED AS TO FORM:

Bryan Pack, City Attorney

EXHIBIT "A" LEGAL DESCRIPTION

THE EXTENSION OF KWAVASA DRIVE TO THE SOUTHERLY BOUNDARY GRANTOR'S LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00° 52'02" WEST ALONG THE SECTION LINE, A DISTANCE OF 1338.974 FEET AND SOUTH 89°07'58" EAST 503.424 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°45'56" EAST 44.952 FEET TO THE SOUTHWESTERLY CORNER OF THE KWAVASA DRIVE RIGHT-OF-WAY AND A POINT ON THE SOUTHERLY BOUNDARY OF THE INDIGO TRAILS PHASE 1-A SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°24'19" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 50.000 FEET TO THE SOUTHEASTERLY CORNER OF SAID KWAVASA DRIVE RIGHT-OF-WAY AND A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 89°12'42" EAST); THENCE ALONG THE ARC OF A 376.070 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°01'22", A DISTANCE OF 0.149 FEET; THENCE SOUTH 00°45'56" WEST 44.822 FEET; THENCE NORTH 89°22'59" WEST 50.000 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO AND PARALLEL WITH THE WESTERLY LINE OF THE ABOVE DESCRIBED PARCEL