CHINLE CLIFFS | PROPOSED LIMITED AMENDMENT

Discussion draft with Ivins City • November 2026

A. Summary of requested changes

- Release the separately approved higher-density parcel from the Chinle Cliffs project, the 130-lot preliminary plan, and the 2006 Settlement Agreement; identify the released acreage by a mutually approved legal description and revised plan.
- Confirm that the released parcel will be governed by its separate City approvals and generally applicable requirements, without carrying forward the Chinle Cliffs settlement's project-specific design restrictions.
- For the retained Chinle Cliffs property, replace the settlement's architectural provisions (facade articulation, visible two-story limitations, roof forms and related controls) with otherwise applicable Ivins City standards; eliminate the separate design-guidelines/design-review-committee requirement.
- Simplify related fencing, grading and landscaping prescriptions where practical, **without expanding approved disturbance areas or diminishing environmental protections.**
- Allocate the cost of the regional detention basin fairly between the retained project and the released parcel, reflecting the capacity and drainage benefits attributable to each. Document the allocation and implementation before conveyance or applicable development approvals. Ensure retained parcel has a practicable route to connect its planned storm drain facilities to the detention basin.

What is NOT being requested

- No increase in density on the retained Chinle Cliffs acreage, and no reopening of the separately approved density entitlement on the released parcel.
- No enlargement of approved limits of disturbance, reduction of protected open space, or relaxation of ridgeline and view-shed protections on the retained property.
- No wholesale renegotiation of the settlement, infrastructure commitments, or the City's ordinary engineering, building and subdivision requirements, except possibly the targeted detention-basin cost allocation.

B. Proposed amendment concepts / preliminary draft language (exhibits yet to be created)

1. Released Parcel; Retained Property

The parties acknowledge the City Council's separate approval of residential development on the portion of the Property legally described on new Exhibit [__] (the "Released Parcel"). The approved development departs in material ways from the Preliminary Plan codified in the Development Agreement. Therefore, effective upon approval and recordation of this Amendment, the Released Parcel is removed from the "Property" and "Project" governed by the Development Agreement and from the land subject to the Settlement Agreement attached as Exhibit B. Neither the 130-lot Preliminary Plan nor the Settlement Agreement's project-specific design, architectural, grading, landscaping or review requirements shall apply to the Released Parcel. Development of the Released Parcel shall be governed by its separate City approvals and otherwise applicable law. The balance of the Property (the "Retained Property") shall remain subject to the Development Agreement and Settlement Agreement as expressly modified herein. The parties shall replace the affected plans and legal descriptions with conforming exhibits and clarify the resulting approved lot count for the Retained Property.

2. Architectural and design standards on Retained Property

Notwithstanding anything to the contrary in Exhibit B, Sections 5(a)–(d) and 9 of the Settlement Agreement are superseded as to the Retained Property. Residential structures shall be subject to the building-height, architectural, roof-design and other building-design standards otherwise applicable under the Ivins City Code. Walk-out basements

are permitted to the extent otherwise allowed by those standards. No separate project-specific architectural guidelines, design review committee, or additional discretionary architectural approval shall be required by the City pursuant to the Settlement Agreement.

3. Fences, grading and landscaping

Sections 5(e), 7 and 8 of the Settlement Agreement are superseded as to their detailed design and procedural prescriptions by otherwise applicable City fencing, retaining-wall, grading and landscaping standards; provided that the approved limits of disturbance, dedicated open space, ridgeline and view-shed protections, and applicable requirements to stabilize and revegetate disturbed areas remain in effect.

4. Regional detention basin; shared cost

Notwithstanding Section 5(c) of the Development Agreement, responsibility for the reasonable, approved design and construction costs of the regional detention basin shall be allocated among the owners/developers of the Retained Property and Released Parcel according to an allocation schedule approved by the City and the affected owners, based on attributable stormwater demand, capacity and benefit. The parties shall agree on construction responsibility, payment timing, reimbursement/security arrangements, and any allocation attributable to other benefited properties before [closing / first applicable final plat approval]. The City's existing maintenance obligation following dedication is unchanged. No owner shall be required to fund another owner's allocated share except as expressly agreed in writing.

5. Conforming provisions; preservation

References in the Development Agreement to the Property, Project, Preliminary Plan, 130-lot limit and Settlement Agreement shall be read consistently with the Released Parcel exclusion and revised exhibits. Changes to individual home designs permitted by this Amendment shall not constitute prohibited Project modifications under Section 1(c). Except as expressly amended, the Development Agreement and Settlement Agreement remain in effect as to the Retained Property, including applicable density, open-space, ridgeline, view-shed and disturbance protections. The parties will execute and record any releases, consents and conforming instruments reasonably necessary to implement this Amendment.