WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY RECORDER
55 NORTH MAIN
IVINS, UT 84738

RE: PARCEL NOS. I- IV-3-A; I-IV-2-2; & I-IV-2-3

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between IVINS CITY, a political subdivision of the State of Utah (the "City"), and E & B IVINS, LLC, a Utah Limited Liability Company, ("Owner"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Owner resides at 53 West 400 South, Ivins City, Utah (Parcel No. I-IV-3-A) and also has legal title to Parcel No. I-IV-2-2 Ivins, Utah (hereinafter "the Property") and Parcel No. I-IV-2-3; and

WHEREAS, the City desires to obtain from Owner five foot (5') easement along 400 South that adjoins the Property for use as a landscape buffer; and

WHEREAS, Owner desires to amend the subdivision Plats for Ivins View and Ivins View II adjust the lot line with his neighbor to give his neighbor an additional ten feet (10') of back yard space and still allow for the installation of recreational facilities on the Property for use by Owner in conjunction with his residence that adjoins the Property to the west: and

WHEREAS, but for the amendment of these Plats, Owner would not currently be required dedicate any additional land to the City as additional 400 South right-of-way as a landscape buffer and could install all of his recreational facilities as planned, a legal issue exists as to whether Owner, by amending these Plats to grant his neighbor additional back yard space, should trigger a requirement for dedicating additional right-of-way for a landscape buffer or whether such a requirement could constitute an exaction on Owner; and

WHEREAS, it would be in the best interests of the Parties to resolve the disputed issue by settlement agreement rather than by litigation;

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

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AGREEMENT

1. Five foot (5') Easement Granted for Landscape Buffer. Owner does hereby agree to grant to the City a five foot (5') easement across that portion of the Property along and adjoining the 400 South right-of-way as a landscape buffer. Said Easement, together with a plat note showing the easement area as a "no build are" shall be set forth on the amended Plat. Owner further agrees to landscape and maintain the landscape buffer at his expense.
2. Petition to Amend Plat. The City agrees not to require Owner to dedicate any additional property than that agreed to be conveyed in paragraph (1) above in regards to Owner's Petition to Amend the Ivins View Plats.
3. No Driveway onto 400 South. Owner agrees to no driveway access being allowed directly onto 400 South from Parcel Nos. I-IV-2-2 and I-IV-2-3. Owner shall include as a note on any subsequently amended Plat for Ivins View II that said parcels have no driveway access to Main Street.
4. Settlement of Disputed Claims. It is understood that this settlement is a compromise of a disputed claim. The Parties hereby declare that they have read and understand the terms of this Settlement Agreement and have signed this Agreement voluntarily. The Parties further declare that it is their express intention to forever waive, release and discharge any and all claims or causes of actions whatsoever against each other that they may have related to the subdivision of the Property.
5. 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.
6. 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 and shall run with the land.
7. 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.

IVINS CITY:

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CHRIS HART, Mayor

Dated:_____

E & B IVINS, LLC:

_____
ERIC LARSEN, Manager/Member

Dated:_____

ATTEST:

_____

Kari Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of June, 2015, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

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Notary Public

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COUNTY OF WASHINGTON)

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Dated:_____

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ERIC LARSEN, Manager/Member

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