Purchase Agreement for
Fire Lake Park Parking Lot

This agreement is made and entered into effective this _____ day of _____, 2018, by and between Kayenta Homesites, Inc., a Utah Corporation, and R.T. Marten of Ivins City, Utah ("Sellers"), and Ivins City, a Utah Municipality, ("Ivins") all collectively known as the "parties".

Property:

Located at approximately 1600 West Old Highway 91, Lot "P1", 0.723 acres, of the future to be recorded subdivision in Ivins City called Crescent Moon Village Phase 1A. Also described with meets and bounds in Attachment A.

The parties of this agreement agree to the following purchasing terms, for which these terms are binding on all heirs, successors and assigns.

1. Purchase Price: The purchase price for the Property is $145,000.
2. Method of Compensation: In accordance with the "Ivins Reservoir Park Memorandum of Understanding" dated February 5, 2009 Ivins City and Seller are working together to install reservoir access roadway. The seller agrees to accept Ivins payment of the seller's portion of the access roadway in lieu of direct payments, estimated at $120,000. The remaining payment will be a cash payment estimated at approximately $25,000.
3. Landscape Buffer: The sellers hold a perpetual landscape buffer easement on the Ivins Reservoir Parcel (Washington County Document #20090009040), Ivins City agrees to execute a memorandum of understanding (MOU) to agree to hold back the service roadway 15 feet from the easement and to install a natural desert style landscape in the area between the service roadway and the property boundary.
4. Construction: The seller agrees to allow Ivins to start construction on the access roadway and parking lot improvements prior to payment for the property.
5. Settlement and Closing: Closing will take place after construction is completed and all expenses by Ivins City are determined. The cost of escrow, title fees, and title insurance costs will be shared equally between the parties. Delivery of clear title upon Ivins paying the purchase price and providing the signed landscape MOU to the sellers.

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

IVINS CITY:

By:_____
Chris Hart, Mayor

Attest:

By:_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this ___ day of _____, 20__, before me personally appeared Chris Hart and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

_____
Notary Public

SELLER:

By:_____
R T Marten

STATE OF UTAH
County of Washington

On this 13th day of February, 2018 before me personally appeared R Terry Marten whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

Notary Public
ERIN TORRICELLI
Commission #682568
My Commission Expires
April 7, 2019
State of Utah

_____
Notary Public

By:_____
R T Marten, President, Kayenta Homesite, Inc.

STATE OF UTAH
County of Washington

On this 13th day of February, 2018, before me personally appeared R Terry Marten whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

Notary Public
ERIN TORRICELLI
Commission #682568
My Commission Expires
April 7, 2019
State of Utah

_____
Notary Public

Attachment A: Lot P1 of Crescent Moon Village Phase 1A

FUTURE IVINS CITY PARCEL

BEGINNING AT A POINT BEING NORTH 01° 22' 13" EAST 1,092.78 FEET ALONG THE SECTION LINE AND EAST 1.00 FOOT FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 17 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 06°40'08" WEST 20.90 FEET; THENCE SOUTH 06°40'08" WEST 51.96 FEET; THENCE SOUTH 64°26'12" WEST 53.29 FEET; THENCE NORTH 84°16'53" WEST 27.41 FEET; THENCE SOUTH 65°12'05" WEST 31.01 FEET; THENCE SOUTH 13°02'23" EAST 38.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 76°41'56", HAVING A RADIUS OF 5.00 FEET (RADIUS POINT BEARS NORTH 45°08'26" WEST), AND WHOSE CHORD BEARS SOUTH 83°12'32" WEST 6.20 FEET; THENCE ALONG THE ARC OF SAID CURVE 6.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°22'01", HAVING A RADIUS OF 35.00 FEET (RADIUS POINT BEARS SOUTH 31°30'05" WEST), AND WHOSE CHORD BEARS NORTH 67°10'55" WEST 10.57 FEET; THENCE ALONG THE ARC OF SAID CURVE 10.61 FEET; THENCE SOUTH 82°53'21" WEST 45.33 FEET; THENCE SOUTH 82°53'21" WEST 20.50 FEET; THENCE NORTH 01°22'12" EAST 215.43 FEET; THENCE SOUTH 88°38'35" EAST 195.29 FEET; THENCE SOUTH 64°38'53" WEST 34.94 FEET; THENCE SOUTH 24°46'44" EAST 29.54 FEET; THENCE SOUTH 08°55'05" EAST 21.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.723 ACRES.