WHEN RECORDED, MAIL TO:

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

APN: I-PC-7-19

# PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into the _____ day of _____, 2018, by and between IVINS CITY, a municipal corporation of the State of Utah ("Grantor") and LINDA S. O'NEILL, Successor Trustee of the GEORGE H. AND LINDA S. O'NEILL FAMILY TRUST, originally dated August 22, 1996 ("Grantee"), residing at 466 Cordero Drive, Ivins City, Utah, Parcel No. I- PC-7-19.

## RECITALS

WHEREAS, Grantee is the owner of a certain parcel of real property commonly known as 466 Cordero Drive, Ivins City, Utah, designated as Lot 19 on the Final Plat for Padre Canyon Estates Phase 7 recorded in the Washington County Recorder's office on June 2, 1999, in Book 1336, at Page 723 ("Grantee's Property"); and

WHEREAS, Grantor is the owner of a certain parcel of real property directly adjacent to the rear lot line of Grantee's Property that is designated as "City Park" on the recorded Final Plat for Padre Canyon Estates Phase 7; and

WHEREAS, Grantee desires to purchase, and Grantor agrees to sell, the 1,275 square foot portion of the City Park designated on Exhibit "A" attached hereto and incorporated herein by this reference (the "Purchased Property") as part of Grantee's rear yard according to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereby agree as follows:

## AGREEMENT

1. Purchase Price. The purchase price for Grantee acquiring title to the Purchased Property shall be $2.00 per square foot. Therefore, Grantee agrees to pay to Grantor, and Grantor agrees to accept as full consideration for the purchase of the Purchased Property, the sum of $2,550.00 as the full purchase price for the Purchased Property. Grantee shall tender payment of the full purchase price to Grantor within thirty (30) days from the execution by both parties of this Agreement.

2. Conveyance. Within a reasonable time of Grantee tendering to Grantor the full purchase price for the Purchased Property, Grantor shall record a Quitclaim Deed conveying title to the Purchased Property from Grantor to Grantee.

3. Assumption of Risk. Grantee hereby acknowledges that the Purchased Property is directly adjacent to a drainage/wash area and may be exposed to the threat of flooding, erosion or other related injury or damage. Grantee hereby expressly assumes all risk associated with any such flooding, erosion and/or other injury or damage that may occur to the Purchased Property or to Grantee's Property, or the users thereof, as a result of any running or standing water in or around said drainage/wash area adjacent to the Purchased Property.

4. Grantor not Liable. Grantee shall indemnify, defend, and hold Grantor and its employees, officers, divisions, partners, agents, successors and assigns (collectively the "Indemnitees") harmless from and against any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively the "Claims") arising from or relating to (a) any use of the Purchased Property by Grantee or its guests, agents, successors or assigns, (b) any act or omission of Grantee or its guests, agents, successors or assigns, (c) and any bodily injury, property damage, accident, or casualty to or involving Grantee or its guests, agents, successors or assigns on the Purchased Property and adjacent areas. Grantee, as a material part of the consideration of this Purchase Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage or injury of Grantee or Grantee's property.

5. Attorneys' Fees. In the event that this Purchase Agreement or any provision hereof shall be enforced by an attorney employed or retained by Grantor, whether by suit or otherwise, the fees and costs of such attorney shall be paid by Grantee.

6. Assignability. This Purchase Agreement shall be recorded in the Washington County Recorder's office and shall "run with the land" and be binding against all successor or assigns of the parties hereto, including all successors in interest to Grantee's Property.

7. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or within three (3) days of depositing same in the United States mail, by registered or certified mail, addressed as follows:

If to Grantor:

Ivins City Attorney
55 North Main Street
Ivins, Utah 84738

If to Grantee:

LINDA O'NEILL
466 S. Cordero Drive
Ivins, Utah 84738

8. Miscellaneous. This instrument constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded

and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

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

GRANTOR:

GRANTEE:

_____
Chris Hart, Ivins City Mayor

_____
LINDA S. O'NEILL

Attest:

_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH )
ss.
County of Washington )

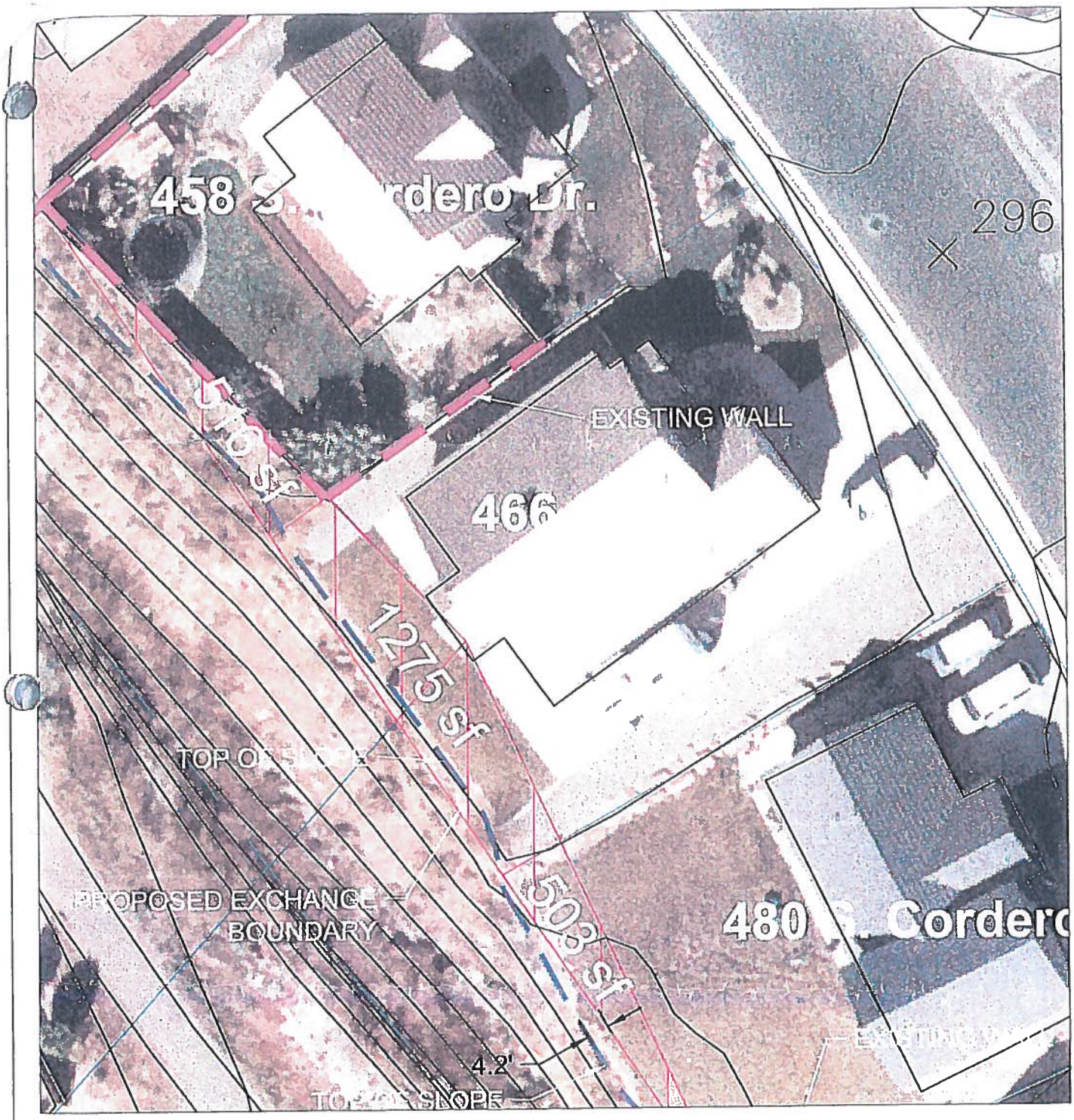
On this ___ day of _____, 2018, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and City Recorder of **Ivins 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

STATE OF UTAH )
ss.
County of Washington )

On the ___ day of _____, 2018, personally appeared before me LINDA S. O'NEILL, personally known to or proved to me on the basis of satisfactory evidence, to be the person(s) whose name is signed on the foregoing document and who acknowledged before me that she executed the document for its stated purpose.

_____
Notary Public




SCALE
1" = 30'

-30' -15' 0 30' 60' 90'

N

IVINS CITY
55 N. Main Street
Ivins, Utah 84738
435-634-0689
435-674-5486 (fax)

SCALE: 1"=30'
DATE: 10/8/08
DWG BY: CRG
CKD BY: CRG

466 S. CORDERO DRIVE
(PADRE CANYON ESTATES PHASE 7 & 8)
PROPOSED LOT AJUSTMENTS
EXHIBIT "A"

IVINS