PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into the _____ day of October, 2020, by and between IVINS CITY, a municipal corporation of the State of Utah ("Grantor") and Clifford V Gustin and Leann G. Gustin, Trustees, or their successors in trust, under the Clifford V Gustin and Leann G. Gustin Revocable Family Living Trust dated December 11, 2014, and any amendments thereto ("Grantee).

RECITALS

WHEREAS, Grantee is the owner of a certain parcel of real property designated as Lot 21 on the Final Plat for Tenaya Sands Subdivision Phase 2 as recorded in the Washington County Recorder's office, APN I-TSS-2-21 (the Grantee's Property"); and

WHEREAS, Grantor is the owner of real property directly adjacent to and north of the rear lot line of Grantee's Property as depicted on Exhibits "A" and "B" attached hereto and by this reference incorporated herein ("Grantor's Property"); and

WHEREAS, Grantee has requested to purchase that portion of Grantor's Property that directly abuts their property to the north as part of their rear yard area good and valuable consideration determined to be the price per square foot paid for Grantee's Property; and

WHEREAS, Grantor has agreed to sell and Grantee has agreed to purchase Grantor's Property shown on Exhibits "A" and "B" in accordance with the terms and conditions of this Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereto agree as follows:

AGREEMENT

1. Purchase Price. The purchase price for Grantee acquiring title to the City's Property shall be determined by multiplying the price per square foot that Grantee paid in 2017 for parcel I-TSS-2-21 by the square footage of the City's Property that Grantee is seeking to purchase. The purchase price for parcel I-TSS-2-21 in 2017 was $169,750 and that lot was 13, 682 square feet in size. Therefore, the price per square foot is $12.41. The total square footage of the City's Property is 2,085 square feet. Multiplying that square footage (2,085 sq. ft.) by the price per square foot as calculated above ($12.41) results in a purchase price of $25,868. Therefore, Grantee agrees to pay to Grantor, and Grantor agrees to accept as full consideration for the purchase of the Grantor's Property, the sum of $25,868.

2. Time of Payment. Pursuant to the Revocable License Agreement dated February 23, 2018, previously executed by the parties to this agreement, Grantee removed the existing block

wall that was constructed along the rear property line of parcel I-TSS-2-21 and agreed to construct a new wall along as indicated on Exhibits "A" and "B" attached hereto. Grantee intends to build a swimming pool in back of the house Grantee intends to construct on said parcel. Therefore, Grantee desires to wait until the completion of the swimming pool before constructing a new wall along the new property line resulting from this Agreement. Grantee agrees to construct the new rear wall within two years from the date of this Agreement.

3. 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.

4. Indemnification. Grantee shall indemnify, defend, and hold Grantor and its 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 this Agreement or Grantee's use of the Purchased 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:

Cliff Gustin
142 N Madera Trail
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

Clifford V. Gustin, Trustee

Leann G. Gustin, Trustee

Attest:

Kari Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
County of Washington)

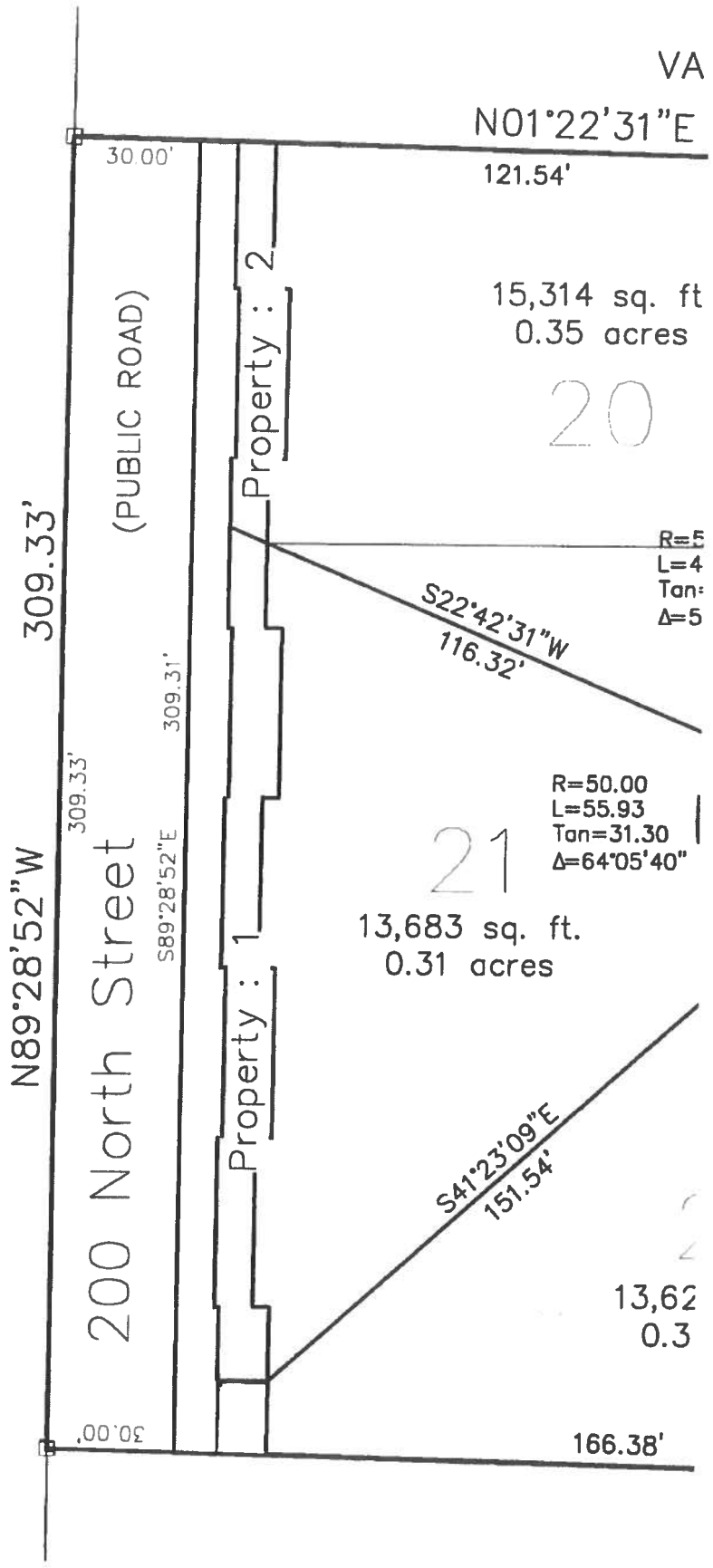
On this ___ day of October, 2020, before me personally appeared CHRIS HART and KARI JIMENEZ whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and City Recorder of **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 October, 2020, personally appeared before me CLIFFORD V. GUSTIN AND LEANN G. GUSTIN, personally known to or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are signed on the foregoing document and who acknowledged before me that he/she/they executed the document for its stated purpose.

_____
Notary Public


VA
N01°22'31"E
121.54'
30.00'
15,314 sq. ft
0.35 acres
20
Property : 2
(PUBLIC ROAD)
309.33'
R=5
L=4
Tan=
Δ=5
S22°42'31"W
116.32'
309.31'
S89°28'52"E
309.33'
N89°28'52"W
200 North Street
R=50.00
L=55.93
Tan=31.30
Δ=64°05'40"
21
13,683 sq. ft.
0.31 acres
Property : 1
S41°23'09"E
151.54'
13,62
0.3
30.00'
166.38'

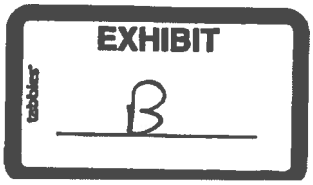
EXHIBIT

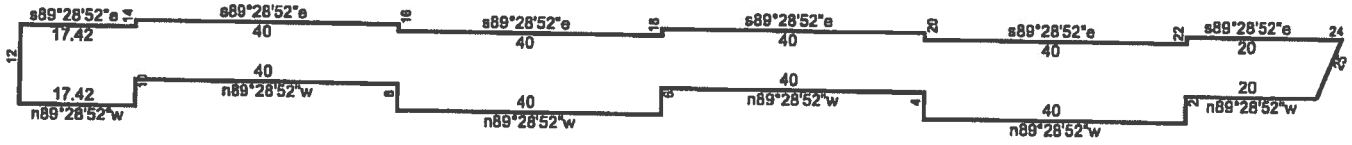
A

PARCEL 1
(TENAYA SANDS PHASE 2 – LOT 21)

BEGINNING AT A POINT N89°24'17"W 731.43. FEET ALONG THE TOWNSHIP LINE AND NORTH 1,282.24 FEET FROM THE NORTH 1/4 CORNER OF SECTION 6 (BRASS CAP IN IRON RING AND LID), TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°28'52" WEST 20.00 FEET; THENCE SOUTH 00°31'08" WEST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE NORTH 00°31'08" EAST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE NORTH 00°31'08" EAST 4.00 FEET; THENCE NORTH 89°28'52" WEST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 4.00 FEET; THENCE NORTH 89°28'52" WEST 17.42 FEET; THENCE NORTH 00°31'08" EAST 12.00 FEET; THENCE SOUTH 89°28'52" EAST 17.42 FEET; THENCE NORTH 00°31'08" EAST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE NORTH 00°31'08" EAST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE SOUTH 00°31'08" WEST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 40.00 FEET; THENCE NORTH 00°31'08" EAST 1.00 FEET; THENCE SOUTH 89°28'52" EAST 20.00 FEET; THENCE SOUTH 89°28'52" EAST 3.67 FEET; THENCE SOUTH 22°42'31" WEST 9.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2085.60 SQUARE FEET OR 0.048 ACRES.





	2/7/2018
Scale: 1 inch= 25 feet	File:

Tract 1: 0.0479 Acres (2086 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/442429), Perimeter=445 ft.

01 n89.2852w 20
02 s00.3108w 4
03 n89.2852w 40
04 n00.3108e 4
05 n89.2852w 40
06 s00.3108w 4
07 n89.2852w 40
08 n00.3108e 4
09 n89.2852w 40
10 s00.3108w 4
11 n89.2852w 17.42
12 n00.3108e 12
13 s89.2852e 17.42
14 n00.3108e 1
15 s89.2852e 40
16 s00.3108w 1
17 s89.2852e 40
18 n00.3108e 1
19 s89.2852e 40
20 s00.3108w 1
21 s89.2852e 40
22 n00.3108e 1
23 s89.2852e 20
24 s89.2852e 3.67
25 s22.4231w 9.72

EXHIBIT
B