

LOT PURCHASE AGREEMENT
For
THE CROSSINGS AT LAKE CREEK
PHASE D
A Planned Residential Development

THIS AGREEMENT dated this _____ day of _____, 20____, by and between **THE CROSSINGS AT LAKE CREEK XIV, LLC and/or assigns**, hereinafter referred to as “Seller” and _____ **and/or assigns**, hereinafter referred to as “Buyer,”

W I T N E S S E T H:

WHEREAS Seller is the owner of certain lots in THE CROSSINGS AT LAKE CREEK Planned Residential Development located in Wasatch County, State of Utah; and

WHEREAS Seller has obtained final plat approval for Phase D (XIV) of THE CROSSINGS AT LAKE CREEK; and

WHEREAS Buyer desires to purchase a lot, within Phase D (XIV) of THE CROSSINGS AT LAKE CREEK for construction of a single family residence thereon subject to the terms and provisions of this agreement, the final recorded Phase D (XIV) plat, the CC&R’s, as defined hereafter, governing the property, and all applicable County ordinances, codes, standards, requirements, rules and regulations (the “Applicable Requirements”);

NOW, THEREFORE, for and in consideration of the agreements and promises set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **The Property:** Buyer agrees to purchase, and Seller agrees to sell to Buyer, the following lot, located within Phase D (XIV) of THE CROSSINGS AT LAKE CREEK (the “Property”).

<u>Lot # (as identified in the Final Plat)</u>	<u>Price</u>
<u>Lot#</u> _____	\$ _____

Lot Address (as identified in the Final Plat)

Heber City, UT 84032

The sales price includes the right to receive sufficient water for one culinary connection for each lot (but does not include the culinary connection fee, which must be paid by Buyer). It also includes the right to receive sufficient irrigation water to irrigate one quarter acre of landscaping. However, the fee for such irrigation connection is not included in the sales price and must be paid by the Buyer. The lot is sold as an improved subdivision lot meaning, for purposes of this Agreement, that the lot is located in an improved subdivision with sewer, culinary water, irrigation water, gas, electrical and telephone utility lines that are or will be stubbed by the Developer into

the right-of-way abutting the lot. The sale of this lot does not include any water rights, mineral rights, structures or improvements, other than those reflected in the final recorded plat. The lot is sold as is and for constructing thereon a single family residential dwelling consistent with Applicable Requirements.

2. **Purchase Price and Non-Refundable Purchase Deposit:** The Purchase Price for the Property is \$ _____ (the "Purchase Price"). The Purchase Price shall be paid as follows:
- a. \$ _____ (10% of Purchase Price) **non-refundable** purchase deposit.

This deposit shall be paid directly to Seller, The Crossings at Lake Creek XIV, LLC, in the form of a check concurrent with the execution of this Agreement. The purchase deposit is **non-refundable** to the Buyer.
 - b. \$ _____ credit for Buyer's reservation fee, if any, paid on _____(DATE), making the balance due on the **non-refundable deposit** \$ _____.
 - c. \$ _____ **balance of Purchase Price due at Closing.**

Buyer's obligation to purchase the Property is **NOT** conditioned upon financing, appraisals, or any other contingencies, except as may be expressly set forth hereafter in this Agreement.

3. **Closing:** This purchase and sale transaction shall be closed on or before _____ (the "Closing"). Notwithstanding any provision in this Agreement to the contrary, the parties expressly understand and agree that **TIME IS OF THE ESSENCE** as to the Closing date set forth herein and other dates required by this Agreement. Closing shall occur when (a) Buyer and Seller have signed and delivered to each other (or to the escrow/title company), all documents required by this Agreement, by the lender, by written escrow instructions signed by the Buyer and the Seller, and by applicable law; (b) the monies required to be paid under these documents have been delivered to the escrow/title company in the form of collected or cleared funds; (c) the deed which the Seller has agreed to deliver pursuant to this Agreement has been delivered to the title/escrow company for recordation upon Closing; and (d) said deed is recorded by the escrow/title company. Seller and Buyer shall each pay one-half of the escrow closing fees, unless otherwise agreed by the parties in writing. Taxes and assessments for the current year shall be pro-rated as of the date of Closing.
4. **Title Insurance:** At Closing, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.
5. **Condition of Title:** Seller will convey good and marketable title to Buyer at Closing by Special Warranty Deed. Buyer agrees, however, to accept title to the property

subject to the following matters of record: easements, deed restrictions, CC&R's, (meaning covenants, conditions and restrictions), rights-of-way, and notes, restrictions and limitations in the recorded plat. Buyer agrees to be responsible for taxes, assessments, homeowner's association dues, utilities, all connection fees, impact fees, and other fees and obligations incurred or accruing after Closing.

6. **Termination:** In the event Buyer fails to complete the performance required by the Buyer under the terms of this Agreement after the nonrefundable deposit is paid: (a) Buyer shall have no further right, title, estate or interest in the Property; (b) Seller shall be released from any obligation to convey the Property to Buyer and may immediately re-sell or otherwise deal with the property without regard to the rights previously held by the Buyer; (c) Seller shall retain the purchase deposit; (d) Seller shall have the right to pursue all other rights and remedies available in law or equity; and (e) Seller, at their sole option, may choose to extend the Closing deadline for Buyer with the understanding that Buyer will pay 15% interest, compounded monthly, accruing on the full Purchase Price from the date of the original Closing deadline as stated in paragraph 3 above until the date on which the Closing actually occurs and monies are funded.. Termination, and Seller's rights and remedies upon termination, shall occur immediately and automatically, without further notice or right to cure, if Buyer fails to close timely or to otherwise timely comply with the other deadlines set forth in this Agreement, because **TIME IS OF THE ESSENCE** in this agreement.

Buyer's initials: _____

7. **Owner/Broker Disclosure:** It is understood by all parties that Tracey M. Cannon, a member of The Crossings at Lake Creek XIV, LLC is a licensed real estate broker in the States of Utah and Idaho and is owner/president of Cannon Associates, Inc.
8. **Agency Disclosure:** Cannon Associates, Inc. represents The Crossings at Lake Creek XIV, LLC as its Listing/Selling Broker and Listing/Selling Agent as disclosed in the Agency Relationship Disclosure document attached hereto. This sales Agreement is not to be construed as a Buyer Agency or Limited Agency Agreement with Buyer. If the Buyer does not have a real estate agent, the Buyer will sign the Unrepresented Buyers Agency Disclosure form at the end of this contract. If the Buyer does have a real estate agent, said agent will be responsible to provide an agency disclosure form

The Listing/ Selling Agent _____ represents **Seller.**

The Listing/ Selling Broker _____ represents **Seller.**

The Buyers Agent _____ represents **Buyer.**

The Buyers Broker _____ represents **Buyer.**

Buyer's Initials _____ **Seller's Initials** _____

Buyer's Agent contact information:

Buyer's Agent		Brokerage
Address		Work Phone
Cell Phone	Fax No.	E-mail

9. **Marketing Rights:** In order to maintain consistency and continuity for the entire Crossings at Lake Creek project, all homes built by or for the Buyer for the intent to sell and lots being resold shall be listed with Cannon Associates, Inc., a Utah Real Estate Brokerage. Cannon Associates, Inc. reserves the right to decline any proposed listing, or to co-list a property if it is in the best interest of the project and the builder. Those who choose not to list with Cannon Associates, Inc., may list the home or lot with another brokerage or sell the home or Lot on a 'For sale by Owner' basis and pay The Crossings at Lake Creek LLC a marketing fee of 1% of total purchase price due at Closing. This marketing fee will be charged on all sales under contract before February 1 2013. (This agreement will be recorded on each Lot as a notice of interest.)

10. **Seller's Disclosures:**
 Geotechnical and environmental reports available upon written request by Buyer.

Buyer has received the following and it is the responsibility of the Buyer to become familiar with all of the information contained therein:

- Addendum 1: Notes to Purchaser as per recorded plat.
- Master Declarations of Covenants, Conditions and Restrictions
- Individual Lot map and topographical information
 (Prior to Lot construction)
- Work is underway on the electrical, telephone, and gas lines—all will be finished when weather permits.
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- The Property is sold as an improved vacant lot, as is, where is, with all faults, as set forth in Section 1 hereof.

Buyers acknowledge receipt of the foregoing documents.

Buyer's Initials _____

11. **Covenants, Conditions and Restrictions and the Architectural Control**

Committee: Buyer understands that there are Master Declarations of Covenants, Conditions and Restrictions (“CC&R’s”) recorded against the Property limiting and governing the use and development thereof, and that there is also an Architectural Control Committee (“ACC”) established to ensure consistency and quality of construction within The Crossings at Lake Creek. **Buyer of this lot agrees to disclose and provide a copy of the “Notes To The Purchaser” as provided in Addendum 1, the Master CC&R’s, and the requirements of the ACC to any subsequent purchaser or assign of Buyer.**

Buyer agrees that all dwellings, outbuildings, improvements, structures, grading and landscaping on the Property may only be undertaken or constructed in accordance with the CC&R’s and as approved by the ACC, WHICH APPROVAL MUST BE OBTAINED PRIOR TO APPLYING FOR OR RECEIVING A BUILDING PERMIT FROM WASATCH COUNTY. Prior to completing architectural and landscaping plans, an ACC member will be available for consultation as to the proposed construction or anticipated improvement to the Property. That consultation should occur before Buyer makes plan submissions to or requests ACC approval of plans for the Property.

12. **General Lot Damage & Cleanup Bond - \$1,000:** From the date of Closing, Buyer is responsible for any damages to improvements including sidewalk, curb, gutter, water meter boxes, missing water box lids, rings, utility lines, etc., (the “Improvements”), abutting the Property caused by construction activity involving the Property. Buyer is also responsible to remove excess dust, dirt, mud and construction debris deposited on or tracked across the Improvements or the Property resulting from construction involving the Property, and to keep the Property and the abutting Improvements in a neat, clean and safe condition during construction. Seller recommends that Buyers require builders to provide dirt ramps over concrete curb, gutter and sidewalks to protect improvements during construction period. During construction buyer agrees to obtain and locate on the Property and off the road and sidewalk, a large trash receptacle, and to replace (or dump in an approved landfill location) the trash receptacle as often as it becomes full.

It is the Buyer’s responsibility to keep the lot reasonably clean and clear of weeds and trash - CC&R 6.06. The Lot must be kept clean continuously throughout the construction process - CC&R 10.05.

At Closing Buyer agrees to deposit into escrow ONE THOUSAND DOLLARS (\$1,000.00) per lot purchased by Buyer at Closing, with Seller’s Title Company or Third Party Escrow designated by Seller. All or part of the escrowed funds may be used to make any needed repairs and/or necessary street and/or lot cleaning until Seller’s final Warranty Bond is released from Wasatch County. At which time, remaining said funds will be returned to Buyer within 45 days if the above mentioned improvements pass final inspection. Deductions from the escrowed monies will require no authorization from Buyer. For additional information refer to CC&R section 5.09.

Buyer's initials: _____

13. **Utilities & Fees** : Seller will provide utilities to the right-of-way abutting the Property line. Buyer is responsible to connect utilities to the improvements on the Property, including any dwelling. Buyer is responsible to pay for water meter, irrigation meter, all utility, assessment and connection fees. In addition Buyer is responsible to obtain any required building permit(s), and to pay any Building Permit fees and impact fees Wasatch County and various water and sewer districts may assess or require. **Buyer is responsible for blue staking and checking depth and location of sewer lines and all other utilities prior to construction.**
14. **Notices**: All notices or other communications required or provided to be sent by any party hereunder shall be in writing and shall be given by personal delivery (including by any messenger or courier service or facsimile) or by deposit in the United States mail first class, registered or certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses set forth beneath their signatures. Notice shall be deemed to have been received upon personal delivery or three days after deposit in the United States mail if mailed.
15. **Further Documents and Survival of Provisions**: Buyer and Seller hereby agree to promptly perform all acts and complete, execute and deliver all documents necessary or appropriate in order to complete the purchase contemplated hereunder and in order to meet all requirements incident to the purchase provided for herein or the issuance of the owner's policy of title insurance to Buyer.
16. **Severability**: In the event any term, condition or provision of this Purchase Agreement is declared illegal, invalid or unenforceable for any reason, the remaining terms, conditions and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
17. **Legal Fees and Applicable Law**: In the event legal action is necessary to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs and reasonable attorney's fees incurred in that action. This Agreement shall be construed pursuant to the laws of the State of Utah.
18. **Counterparts**: This Agreement may be executed in counterparts. The execution by all of the parties hereto by each signing a counterpart hereof shall constitute a valid execution, and this Agreement and all of its counterparts so executed shall be deemed for all purposes to be a single instrument. Facsimile (fax) transmission of a signed copy of this Agreement, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original.
19. **Authority of Signers**: If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
20. **Complete Agreement**: This Agreement together with its addenda, any attached exhibits, and Seller Disclosures constitutes the entire Agreement between the parties

and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or Agreements between the parties. This Agreement cannot be changed except by signed written agreement of the parties.

- 21. **Risk Of Loss:** All risk of loss to the Property, including physical damage or destruction to the Property or to its improvements due to any cause except ordinary wear and tear or eminent domain taking, shall be borne by the Seller until Closing, at which time the risk of loss shall transfer to Buyer.

- 22. **TIME IS OF THE ESSENCE:** Time is of the essence regarding the dates set forth in this Agreement. Extensions at seller's option, must be agreed to in writing by all parties prior to the closing date of this contract.. Unless otherwise explicitly stated in this Agreement or in an extension Agreement (a) performance under each Section of this Agreement which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement.

- 23. THE ONLY REPRESENTATIONS AND PROMISES BY SELLER, ITS EMPLOYEES OR AGENTS ARE SET FORTH HEREIN, OR IN ANY OTHER AGREEMENT SIGNED BY SELLER, AND BUYER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS OR PROMISES HAVE BEEN MADE TO OR RELIED UPON BY BUYER.

- 24. BEFORE SELLER EXECUTES THIS PURCHASE AGREEMENT, BUYER SHALL WRITE IN BELOW ANY REPRESENTATIONS OR PROMISES WHICH ARE NOT OTHERWISE SET FORTH IN THIS PURCHASE AGREEMENT, BUT WHICH HAVE BEEN MADE BY SELLER OR ITS PURPORTED EMPLOYEES OR AGENTS, AND IF THERE ARE NONE, BUYER SHALL SO INDICATE BY CHECKING THE BOX "NONE":

- NONE
- OTHER, AS SPECIFIED BELOW:

BUYER:

(Buyer's Signature)

(Date)

(Buyer's Signature)

(Date)

Address: _____

Home Phone: _____

Bus. Phone: _____

Fax: _____

Email: _____

Buyer's Social Security or Tax ID Number

SELLER:

THE CROSSINGS AT LAKE CREEK XIV, LLC

A Utah Limited Liability Company

By: _____

Its: Manager, Tracey M. Cannon

(Date)

Address: 455 East 400 South #400

Salt Lake City, Utah 84111

Tel. (801) 363-2999 Fax (801) 363-3013

**ADDENDUM NO. 1
TO
THE CROSSINGS AT LAKE CREEK
PHASE D (XIV) PURCHASE CONTRACT**

NOTES TO PURCHASERS

1. Project streets are public roads and will be maintained by Wasatch County.
2. Street Lighting improvements are contemplated within The Crossings at Lake Creek.
3. Geotechnical Report- Notice is hereby given to lot owners that the following geotechnical report has been prepared for this planned residential development and has been filed with the Wasatch County Planning Office: Geotechnical Investigation. The Crossings at Lake Creek Development” File #35-839001.001. This report outlines existing soils and geologic conditions present for the area covered by the subdivision plat. Specific recommendations as to site preparation and grading, building foundations and subsurface water conditions are stated therein and should be adhered to for all building and utility construction. There are some areas that have shown higher water tables and rock, as defined in such report and during construction of the infrastructure. It is recommended to all buyers that they take the necessary precautions including but not limited to the determination for basements, adequate sub-drain systems and elevation of the building floor above the natural grade elevation.
4. Building Setbacks- The setback from the porch or front plane of the dwelling is a minimum thirty (30) foot from the front Lot Line. Together, the two side yards must be a minimum of thirty (30) feet with a minimum of 10 feet on one side. On a case by case basis a variance from the ACC may be given to decrease the minimum to twenty (20) feet total for the two side yards together. The minimum distance from the back Lot Line to the Dwelling must be thirty (30) FEET. On a case by case hardship basis a variance from the ACC may allow the distance from the back Lot line to the Dwelling to be decreased to twenty (20) feet. The minimum setback from the porch or front plane of a Dwelling built on a corner Lot must be thirty (30) feet in the front yard and twenty (20) feet on the corner side.
5. Rear Entrance Driveways - Driveway access from the rear through the open space on lots is prohibited.
6. Lot Storm Drain Easements – Lots #1340, 1341 1322, 1326 and 1327 as defined on the plat contain drainage swales, which will have to be maintained in an operating condition. These facilities are or will be constructed within easements shown on this final plat map and dedicated to Wasatch County. Property owners shall not fill swales or otherwise build permanent structures within said easements that would interfere with intended drainage, repair maintenance and/or operation of this storm drain system.
7. Storm Water Quality – Storm Drain and Water Quality reports have been prepared and are available for review in the County Engineer’s Office.
8. Sewer Laterals – Contractors shall verify sewer lateral depth and set foundation elevation to provide adequate fall into sewer laterals. In some circumstances to accommodate lower basements, lateral lines have been added on the rear of Lots #1308-1315.
9. Irrigation - Secondary irrigation shall be provided to each lot sufficient to irrigate all non-hard surfaces of the lot up to one quarter acre. Lot owners may neither irrigate nor install landscaping that requires irrigation on more than one quarter acre of any lot unless the lot owner independently secures additional water resources sufficient to irrigate additional landscaped areas above and beyond the allotment of the development. The amount of irrigation water provided to each lot is based on a normal water year and regional availability and is not guaranteed. The Crossings at Lake Creek Home Owners Association and/or

the managing secondary irrigation entity providing the secondary water shall have the right to restrict, reduce, regulate, or curtail the amount and timing of delivered secondary water. In order to manage limited water resources, The Crossings at Lake Creek Home Owners Association and/or the managing secondary irrigation entity may choose specific days, times, and amounts of water to be used by Lot Owner(s). The specified amount of secondary irrigation provided to each specific Lot Owner may be billed and regulated by use of a meter, at the discretion of The Crossings at Lake Creek Home Owners Association, or the managing secondary irrigation entity. Over usages of water beyond the specified allocation for a lot will be addressed by the managing secondary irrigation entity and/or The Crossings at Lake Creek Home Owners Association and may include, but not limited to: overage charges, usage curtailment and/ or service disconnection. The secondary irrigation provided to each lot shall remain with the lot and cannot be traded, sold or otherwise reallocated to another Lot or person without the written consent of the Home Owners Association and Wasatch County.

10. Park Strip - Each Owner of a Lot shall maintain the grass, trees and plantings located in the public right of way areas between paths/sidewalks and the street curb where applicable and all other right of way area adjacent to owners lot on the front or side of his or her Lot and any other similar area which attaches to such Owner's lot and which is located between the boundary line of said Lot and the area of any street, sidewalk, path or similar area. Specifically, each Owner shall keep the park strip area properly cultivated and free of trash, weeds and unsightly material.
11. Vertical Elevations - Buildings with walkout basements shall step from level to level as possible, avoiding unbroken vertical elevations. Elevations shall be designed to emphasize horizontal lines by use of stepped levels and/or balconies and decks. Exterior design shall include 360 degree architecture as the building steps down from level to level. The building shall not exceed 35 feet from the natural grade at each level (excluding a chimney or other approved extensions) as per 16.21.11 and 16.08.09. All plans must be approved by the Architectural Control Committee prior to submitting for a Building Permit.
12. Open Space Common Area - The Crossings at Lake Creek, a planned residential development, includes open space common areas. These common areas permit the construction and use of Association trails, recreation facilities, bridges, picnic areas, common horse pastures, pressurized irrigation system, ponds, and recreation buildings and facilities. They include easements for the construction, operation and maintenance of Twin Creeks Sewer System, Twin Creeks Water System, Wasatch County Storm Drain and Water Quality Systems, including detention ponds and Public Utilities. Detention basins and related facilities for water quality and storm water purposes are included within the Association Open Space and Common Areas. These facilities will require regular removal of sediment accumulation and other cleaning and maintenance practices. Wasatch County Public Works will be responsible for the maintenance of said systems after acceptance from the developer. The developer shall hold fee title to Single Lettered Lots "A" through "F", in Phase I referred to as the common open space area, until such a time as the County approves the transfer of title to The Crossings at Lake Creek Homeowners Association.
13. Trails - Position of trails within the Common Open Space Area shown on the submitted County trail plan is approximate only. Construction considerations will govern the actual location of the constructed trails. If Wasatch County adopts a county wide trail system, the trails within this project may be connected to such trail system. Trails will be limited to non-motorized travel with designated pedestrian paths and horse trails, and will be dedicated for public use.
14. Homeowner's Association will be responsible for the repair, operation and maintenance of the following facilities within the subdivision: Common Area Buildings and Structures, Trail Systems, and Common Area recreation facilities.
15. Noxious Weeds - In addition to the erosion control and landscaping planting installed by the developer and/or the Homeowner's Association, the following parties shall be responsible for the control and eradication of noxious weeds on all areas of the property.
 - 1) The developer until such time that individual lots are sold.
 - 2) The individual lot owner after each lot is purchased.
 - 3) The Crossings at Lake Creek Homeowners Association on Open Space Common Areas.

16. Governing Documents and Parties - Project documents have been prepared for the subdivision and will govern the use of land within the development. The Declaration of Covenants, Conditions, Restrictions of The Crossings are available to all by public record in the office of the Wasatch County Recorders Office. The same may be amended from time to time. Owners are advised to become familiar with said document. The governing parties to said document are The Crossings at Lake Creek Homeowners Association and its bylaws and the Architectural Control Committee. Each homeowner is required to submit construction and landscaping plans to the Architectural Control Committee prior to a Wasatch County building permit being issued.
17. The payment of water and sewer connection fees is the responsibility of each lot owner at the time of building permit application. Water and sewer fees have not been paid by the developer. Prior to the time of building permit, lot owners will be required to pay reservation fees on water and sewer.
18. Fire sprinklers may be required based on the area of the home.
19. No structure shall be built within 50' of a 100 year flood plain without obtaining a conditional use permit, as per County Ordinance.
20. Ridgeland Requirements—Ridge line requirements apply to Lots 1402, 1403, 1404, 1405, and 1406. The Building pads for these custom home Lots are on the Phase 14 recorded plat. The ridge line is defined as the highest elevation of the building pad (designated below for each Lot). Buildings on the ridge line shall step from level to level as possible, avoiding unbroken vertical elevations. Elevations shall be designed to emphasize horizontal lines by use of stepped levels and /or balconies and decks. Additionally, as the building steps down from level to level, the building shall not exceed 35' from the natural grade at each level (excluding a chimney or other approved extensions) as per 16.21.11 and 16.08.09. The Architectural Control Committee shall approve of all ridge line designs and height prior to the Wasatch County Planning Staff's review of the proposed building plans. No two-story homes will be allowed on these lots, but finished space may be incorporated into the roof area with dormers, etc. as long as the total height does not exceed thirty-five (35) feet above the highest elevation of the building pad.

Lot 1402	6020 feet
Lot 1403	6023 feet
Lot 1404	6023 feet
Lot 1405	6015 feet
Lot 1406	6004 feet
21. Lots 1322, 1323, and 1326 may only have access from the cul-de-sac.