



A. U.S. Department of Housing and Urban Development

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
6. File Number 22699		7. Loan Number
8. Mortgage Ins. Case No.		

Settlement Statement (HUD-1)

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

D. Name & Address of Borrower: Wasatch County School District
Wasatch County School District

E. Name & Address of Seller: Kimberly Lane, Personal Representative for Elizabeth Jeanne Cuillard

F. Name & Address of Lender:

G. Property Location: of Section 17, Township 4 South, Range 5 East, Wasatch County, Utah; of Section 17, Township 4 South, Range 5 East, Wasatch County, Utah

525 East 3000 South, Heber City, UT 84032

H. Settlement Agent: Atlas Title Insurance Agency, Inc. (435) 657-1220
Place of Settlement: 490 West 100 South, Heber City, UT 84032

I. Settlement Date: 1/30/2013
Proration Date: None
Disbursed Date: 2/5/2013

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	450,000.00	401. Contract sales price	450,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	240.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110. Garbager 2-5-13--3- 2/5/2013 to 3/31/2013	28.80	410.	
111. Daniels Irrigation transfer fee	50.00	411.	
112. Report of COnveyance DWR	40.00	412.	
120. Gross Amount Due from Borrower:	450,358.80	420. Gross Amount Due to Seller	450,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reduction in Amount Due to Seller	
201. Deposit or earnest money	10,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	15,793.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2013 to 2/5/2013	270.24	511. County taxes 1/1/2013 to 2/5/2013	270.24
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515. Garbage 2012	154.00
216.		516.	
217.		517. Garbage 1-1-13--2-5-13	19.20
218.		518. Daniels Municipal Water Dec, Jan	141.40
219.		519.	
220. Total Paid by/for Borrower	10,270.24	520. Total Reduction Amount Due Seller:	16,377.84
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller:	
301. Gross amount due from borrower (line 120)	450,358.80	601. Gross amount due to seller (line 420)	450,000.00
302. Less amount paid by/for borrower (line 220)	10,270.24	602. Less total reduction in amount due seller(line 520)	16,377.84
303. CASH (X)FROM ()TO BORROWER	440,088.56	603. CASH ()FROM (X)TO SELLER	433,622.16

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.
SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).


You are required by law to provide Atlas Title Insurance Agency, Inc. (435) 657-1220 with your correct taxpayer identification number. If you do not provide Atlas Title Insurance Agency, Inc. (435) 657-1220 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Kimberly Lane, Personal Representative for Elizabeth Jeanne Cuillard

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		2/1/13 9:33 AM	File Number: 22699	
700.	Total Real Estate Broker Fees based on : \$450,000.00 @ 3.0000% = \$13,500.00		Paid From	Paid From
	Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$13,500.00 to Prudential Real Estate		Funds at	Funds at
702.			Settlement	Settlement
703.	Commission paid at settlement \$13,500.00		0.00	13,500.00
704.				
705.				
800. Items Payable in Connection with Loan				
801.	Our origination charge (from GFE#1)			
802.	Your credit or charge (points) for specific interest rate chosen (from GFE#2)			
803.	Your adjusted origination charges (from GFE A)		0.00	
804.	Appraisal fee (from GFE#3)			
805.	Credit report (from GFE#3)			
806.	Tax service (from GFE#3)			
807.	Flood certification (from GFE#3)			
808.				
809.				
810.				
811.				
812.				
900. Items Required by Lender to Be Paid in Advance				
901.	Daily interest charges (from GFE#10)			
902.	Mortgage insurance premium (from GFE#3)			
903.	Homeowner's insurance (from GFE#11)			
904.				
905.				
1000. Reserves Deposited with Lender				
1001.	Initial deposit for your escrow account (from GFE#9)		0.00	
1002.	Homeowner's insurance			
1003.	Mortgage insurance			
1004.	City property taxes			
1005.	County property taxes			
1006.	Annual Assessments (maint.)			
1007.				
1008.				
1009.	Aggregate Adjustment			
1100. Title Charges				
1101.	Title services and lender's title insurance (from GFE#4)		0.00	
1102.	Settlement or closing fee to Atlas Title Inst		125.00	125.00
1103.	Owner's title insurance to Atlas Title Insurance Agenc (from GFE#5)		0.00	2,053.00
1104.	Lender's title insurance			
1105.	Lender's title policy limit			
1106.	Owner's title policy limit \$450,000.00			
1107.	Agent's portion of the total title insurance premium \$0.00			
1108.	Underwriter's portion of the total title insurance premium			
1109.	Agent Name: Atlas Title Insurance Agency, Inc.			
1110.	Underwriter Name: First American Title Insurance Company			
1111.	Doc Prep to Atlas Title Insurance Agency, Inc.		75.00	75.00
1112.	Express mail to Atlas Title Insurance Agency, Inc.			40.00
1113.				
1200. Government Recording and Transfer Charges				
1201.	Government recording charges (from GFE#7)		0.00	
1202.	Deed/Mortgage/Release Deed \$40.00		40.00	
1203.	Transfer taxes (from GFE#8)		0.00	
1204.	City/County tax/stamps			
1205.	State tax/stamps			
1206.				
1300. Additional Settlement Charges				
1301.	Required services that you can shop for (from GFE#6)		0.00	
1302.				
1303.				
1304.				
1305.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		240.00	15,793.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.



Wasatch County School District

Kimberly Lane, Personal Representative for Elizabeth Jeanne Cuillard



Wasatch County School District

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Atlas Title Insurance Agency, Inc.

Date

SELLER'S AND/OR BORROWER'S STATEMENT Seller's and Borrower's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers

Sellers



Wasatch County School District

Kimberly Lane, Personal Representative for Elizabeth Jeanne Cuillard



Wasatch County School District

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

ESCROW CLOSING AGREEMENT

Atlas Title Ins. Agency, Inc. - Heber

Addr: 490 West 100 South Heber City, UT 84032 Ph: 435.657.1220 Fax: 435.657.1225

Date: 1/30/2013

File No.: 22699

Buyer(s) and Seller(s) hereby acknowledge and agree with one another and with Atlas Title Insurance Agency, Inc. ("Atlas Title") as follows:

1. Legal Counsel Notice:

In compliance with Utah State Law, Atlas Title and its employees have not given nor will they give legal advice in any form to the Buyer(s) or Seller(s). Buyer(s) and Seller(s) hereby acknowledge that Atlas Title, in accordance with lenders' instructions and instructions from Buyer(s) and Seller(s), has prepared and furnished documents necessary to comply with those instructions. If the Buyer(s) or Seller(s) has any questions about the execution of said documents they are hereby advised by Atlas Title to seek legal counsel. Seller(s) and Buyer(s) agree to hold Atlas Title and its employees harmless from any claims resulting from a failure to seek such counsel.

2. Additional Interest on Loan:

Atlas Title has ordered payoffs and has estimated the loan payoffs based on the written payoffs it has received. In case of a delay in the receipt of funds or completion of escrow requirements, any additional interest or penalties on the loan resulting from the delay will be the responsibility of the borrower(s) named on that loan.

3. Tax Proration Disclaimer:

The undersigned Buyer(s) and Seller(s) do hereby understand and agree that the proration for general property taxes as provided in the attached closing statement was calculated by utilizing an actual amount for the general property taxes from the preceding or estimate of the current year. Accordingly, the Buyer(s) and Seller(s) do hereby hold Atlas Title free and harmless from any liability or damages caused by an inaccurate proration for general property taxes resulting from any variation or difference in the actual general property taxes due for the current year. Buyer(s) and Seller(s) agree to make the proper proration as may be required subsequent to closing and hereby accept and agree on the tax proration figures shown

____ Prorated Taxes shown on the HUD are considered to be FINAL. Seller Initial _____ Buyer Initial BB KJ

4. Recording Documents and Disbursement of Funds:

Buyer and Seller hereby acknowledge that they have read and approved all documents prepared or presented in connection with this transaction and hereby instruct Atlas Title to close and record all documents relevant to this transaction. Upon the receipt of good and valid funds and upon Lender's approval (if required), Atlas Title is instructed to disburse funds pursuant to the settlement statement agreed to and approved by the undersigned Buyer and Seller unless other instructions are given to Atlas Title. You are further authorized to make any necessary adjustments or changes on interest, payoff, recording fees, and other approved payments after the signing of this instrument. Seller Initial _____ Buyer Initial BB KJ

5. Insurance Instructions:

The Buyer(s) hereby acknowledges and agrees that Atlas Title is not responsible for obtaining any fire, hazard, or flood insurance and that the sole responsibility for obtaining any fire, hazard or flood insurance lies with the buyer unless otherwise agreed to between the Buyer and Seller.

A Home Warranty Plan will ____ / will not ____ be provided by Seller to the Buyer.

6. Acknowledgement of Receipt of Commitment:

Buyer(s) acknowledges that he/she/they is aware of and has received a copy of the Title Commitment issued by Atlas Title and that the property being insured by the policy to be issued under this escrow is subject to title conditions disclosed therein. In addition to the standard exceptions, those exceptions which are not required by agreement or by the lenders' instructions to be cleared will appear on the final policy. Buyer(s) acknowledges that he/she/they is aware of said exceptions, has received a copy of the Title Commitment issued by Atlas Title and that the property being insured by the policy to be issued under this escrow is subject to title conditions disclosed therein.

7. Utilities Agreement

Buyer and Seller hereby acknowledge and agree that any and all service charges or assessments levied by any utility company will be paid by the Buyer and Seller directly. All final charges to date of closing will be paid directly to the utility company by the Seller on or before the Buyer taking possession of the property. Buyer and Seller agree that Atlas Title will not be held liable for the failure of any one party to pay the utilities or assessments levied on the property.

8. Title Vesting for Subject Property:

9. Sellers Proceeds:

Seller(s) request Atlas Title to deliver proceeds as indicated:

- I will pick up proceeds at Atlas Title.
- Mail Check to:
- Wire Funds to my account (I have provided a cancelled copy of a check)

10. Additional Instructions:

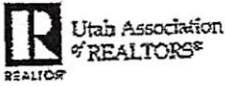
The undersigned Buyer(s) and Seller(s) hereby instruct Atlas Title to make the following changes necessary to close this transaction:


Buyer: Wasatch County School District

Seller: Kimberly Lane, Personal Representative for Elizabeth Jeanne Cuillard


Buyer: Wasatch County School District

Seller:



REAL ESTATE PURCHASE CONTRACT



This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 1st day of November, 2012 ("Offer Reference Date") WCSD ("Buyer") offers to purchase from Kim Lane ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$10,000.00 in the form of District Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage: Title Company Atlas title Phone: _____
Received by: [Signature] on 01/07/2013 (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 525 E 3000 S. Heber City, Wasatch County, UT 84032 also described as: _____ City of Heber City, County of Wasatch, State of Utah, Zip 84032 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): washers dryers refrigerators water softeners microwave ovens other (specify) Basketball Standard: Ceiling Fan: Compactor: Dishwasher: Portable: Microwave: Play Gym: Range: Range Hood: Refrigerator: Washer: Window Coverings: Wood Stove The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: _____

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: Any and all culinary and irrigation shares associated with property

2. PURCHASE PRICE. The purchase price for the Property is \$400,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- \$10,000.00 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
- \$N/A (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer; if an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
- \$N/A (c) Seller Financing (see attached Seller Financing Addendum)
- \$390,000.00 (d) Balance of Purchase Price in Cash at Settlement
- \$400,000.00 PURCHASE PRICE. Total of lines (a) through (d)

Buyer's Initials [Signature] Date 11/1/12 Seller's Initials [Signature] Date 11/5/12
for WCSD

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____, The provisions of this Section 3.3 shall survive Closing.

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC: Seller's Agent Debbie Whiting, represents Seller both Buyer and Seller as a Limited Agent; Seller's Brokerage Prudential Utah Real Estate - Heber, represents Seller both Buyer and Seller as a Limited Agent; Buyer's Agent Self Represented, represents Buyer both Buyer and Seller as a Limited Agent; Buyer's Brokerage Self Represented, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available through any other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

Buyer's Initials AK Date 11/1/12 Seller's Initials [Signature] Date 11/5/12

for WESD

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION.

Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if

Buyer's Initials AK Date 11/12/12 Seller's Initials [Signature] Date 11/15/12
 for WESD

applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. _____ Seller Financing Addendum FHA/VA Loan Addendum Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) Other (specify) _____

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan WILL WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by Buyer Seller and shall be issued by a company selected by Buyer Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by Buyer Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

Buyer's Initials KGAB Date 11/11/12 Seller's Initials [Signature] Date 11/5/12
for WESD

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller, provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Buyer's Initials RS Date 11/12/12 Seller's Initials [Signature] Date 11/5/12
for JCS

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline November 09, 2012 (Date)
 (b) Due Diligence Deadline November 23, 2012 (Date)
 (c) Financing & Appraisal Deadline _____ (Date)
 (d) Settlement Deadline December 03, 2012 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on November 02, 2012 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

[Signature] 11/1/12 (Buyer's Signature) (Offer Date) [Signature] 11/1/12 (Buyer's Signature) (Offer Date)

WCSD (Wasatch County School District) 101 E. 200 No. (Buyer's Names) (PLEASE PRINT) (Notice Address) Heber, UT 84032 (Zip Code) (Phone)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

[X] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1

[] REJECTION: Seller rejects the foregoing offer.

[Signature] 11/5/12 12:50 EST (Seller's Signature) (Date) (Time) _____ (Seller's Signature) (Date) (Time)
Cullard Esate (Seller's Names) (PLEASE PRINT) _____ (Notice Address) _____ (Zip Code) _____ (Phone)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials KJ Date 11/1/12 Seller's Initials _____ Date _____
for WCSD

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [] ADDENDUM [x] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/01/12, including all prior addenda and counteroffers, between WCSD as Buyer, and Kim Lane as Seller, regarding the Property located at 525 E 3000 S, Heber City, UT 84032. The following terms are hereby incorporated as part of the REPC:

- 1. Seller response time (section 25. of REPC) to be extended to 5:00 PM November 5, 2012.
- 2. Purchase price to be \$542,000.00.
- 3. This is an estate sale. Above sales price is subject to court approval.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [x] REMAIN UNCHANGED [] ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [] Seller [x] Buyer shall have until 5:00 [] AM [x] PM Mountain Time on 11/06/12 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Kim Lane 11/5/12 12:50 PM
 [] Buyer [x] Seller Signature (Date) (Time) [] Buyer [] Seller Signature (Date) (Time)
 Kim Lane

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[] ACCEPTANCE: [] Seller [] Buyer hereby accepts the terms of this ADDENDUM.

[x] COUNTEROFFER: [] Seller [x] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2.

Chris Kermer 11-5-12 *Kate Johnson* 11/5/12
 (Signature) (Date) (Time) (Signature) (Date) (Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.





ADDENDUM NO. 2
TO



REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 5th day of November, 2012 including all prior addenda and counteroffers, between WCSD as Buyer, and Kim Lane as Seller, regarding the Property located at _____ The following terms are hereby incorporated as part of the REPC:

1. Purchase price to be \$450,000.00

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5 : 00 AM PM Mountain Time on November 08, 2012 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 11-5-12 [Signature] 11/5/12
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

[Signature] 11/9/2012 10:25 EST
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials AK 11-5-12 Seller's Initials [Signature]

ADDENDUM NO. 3
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [] ADDENDUM [x] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/01/12, including all prior addenda and counteroffers, between wcsd as Buyer, and Kim Lane as Seller, regarding the Property located at 525 E 3000 S, Heber, UT 84032. The following terms are hereby incorporated as part of the REPC:

1. Offer reference date shall be known as November 1, 2012 on all addenda.
2. Seller response time (section 25. of REPC) to be extended to 5:00 PM November 9, 2012.
2. Purchase price to be \$450,000.00 pending court approval.
3. Contract deadlines (24. of REPC) shall be as follows:
 - (a) Seller Disclosure Deadline shall be 8 days after court approval.
 - (b) Due Diligence Deadline shall be 22 days after court approval.
 - (d) Settlement Deadline shall be 32 days after court approval.
4. Buyer earnest money deposit of \$10,000.00 shall be deposited into an escrow account at Atlas Title, Heber, no later than four days after court approval.
5. Any offers received prior to December 10, 2012 shall be considered by seller to be backup offers.
6. Should court approval not be obtained by December 10, 2012, this offer shall lapse.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [] REMAIN UNCHANGED [x] ARE CHANGED AS FOLLOWS: see dates above

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [] Seller [x] Buyer shall have until 5:00 [] AM [x] PM Mountain Time on 11/12/12 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<u>Kim Lane</u>	<u>11/9/2012</u>	<u>10:34 EST</u>			
[] Buyer [x] Seller Signature	(Date)	(Time)	[] Buyer [] Seller Signature	(Date)	(Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: [] Seller [] Buyer hereby accepts the terms of this ADDENDUM.

[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

<u>Chris Hansen</u>	<u>11/12/12</u>	<u>10:00</u>	<u>Keith Johnson</u>	<u>11/12/12</u>	<u>10:00 am</u>
(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
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THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/01/12 including all prior addenda and counteroffers, between Kia Lease as Buyer, and Kia Lease as Seller, regarding the Property located at 125 N 3000 S, Beber, 84012. The following terms are hereby incorporated as part of the REPC:

1. #2 of addendum 3 should state: response time for addendum 2 shall be extended to 5:00 PM November 9, 2012.
2. Re #6. of addendum 4, deadline for court approval shall be extended to January 10, 2013.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 3:00 AM PM Mountain Time on 12/10/12 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Kia Lease 12/7/12 11:28AM
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)
Kia Lease

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
 ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO.
Cara Heimer 12/10/12 Kia Lease 12/10/12
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM
(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 8, 2001. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



ADDENDUM NO. 5
TO

REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 11/01/12, including all prior addenda and counteroffers, between wcsd as Buyer, and Kim Lane as Seller, regarding the Property located at 525 E 3000 S, Heber, UT 84032. The following terms are hereby incorporated as part of the REPC:

1. Seller received notification of court approval on January 3, 2013.
2. As per addendum 3 the contract deadlines (.24 of REPC) shall be as follows:
 - (a.) Seller disclosure deadline shall be January 11, 2013.
 - (b.) Due diligence deadline shall be January 25, 2013.
 - (c.) Settlement deadline shall be February 4, 2013.
3. \$10,000 earnest money shall be deposited to an escrow account at Atlas Title, Heber, no later than Monday, January 7.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: see above

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5:00 AM PM Mountain Time on 01/07/13 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<u>Kim Lane</u> <input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	<u>1/5/13</u> (Date)	<u>6:15 CST</u> (Time)	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller Signature	(Date)	(Time)
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ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

<u>Crew Hennis</u> (Signature)	<u>1/7/12</u> (Date)	<u>Board Pres</u> (Time)	<u>Scott Johnson</u> (Signature)	<u>1/7/13</u> (Date)	<u>9:45am</u> (Time)
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REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
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THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.





ADDENDUM NO. 6
TO



REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 1st day of November, 2012 including all prior addenda and counteroffers, between WCSD as Buyer, and Kim Lane as Seller, regarding the Property located at 525 East 3000 South, Heber, UT 84032. The following terms are hereby incorporated as part of the REPC:

1. With regards to 1.4 "water service" of the REPC, buyer misstated that "any and all culinary and irrigation shares associated with property" are excluded from this sale.

Buyer and Seller agree that 20 shares of Daniel Water are included in the sale of the property as advertised on the Wasatch Front MLS.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5:00 AM PM Mountain Time on January 18, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 01/17/13 Keith Johnson 1/17/13 9:00am
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.
 COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

[Signature] 1/17/13 3:01
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.
(Signature) (Date) (Time) (Signature) (Date) (Time)

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Buyer's Initials WC/KS Seller's Initials [Signature]