



STEWART RANCHES AGREEMENT

THIS ADDENDUM (the "ADDENDUM") is attached to and forms part of a "Real Estate Purchase Agreement" (the "AGREEMENT") that is entered into by Ivory Homes, a Utah limited partnership ("SELLER"), on the AGREEMENT DATE, with the BUYER and for the LOT described below. Capitalized terms used in this ADDENDUM (except bold capitalized terms) shall have the meanings for such terms that appear in the AGREEMENT.

AGREEMENT DATE: _____

Lot _____ of Stewart Ranches Subdivision, located in

BUYER: _____

the city of Francis, Summit County, Utah

The provisions of the AGREEMENT are modified, supplemented or deleted as follows; otherwise, all of the terms and provisions of the AGREEMENT shall remain in full force and effect.

- 1) Buyer acknowledges receipt of the following information for Stewart Ranches Homeowners Association: (a) a copy of the associations governing documents which may include the Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations, if any; and (b) a copy of the association's most recent financial statement, if any, that includes any reserve funds held by the association or by a subsidiary of the association; and (c) a copy of the budget of the association which reflects the current monthly assessments for the association. Seller makes no representations or guarantees that association fees will not increase over time or that governing documents may not be amended, supplemented or altered in the future.
- 2) At closing, Buyer will pay \$1,000.00 (\$250.00 Set-Up, \$250.00 Capitalization and \$500.00 Reinvestment Fee) as an Initial Assessment. HOA monthly fees are Master Association Assessment is \$80.00, Single Family Benefitted Assessment is \$130.00 plus \$80.00 for a total of \$210.00/month; Townhome Benefitted Assessment is \$135.00 plus \$80.00 for a total of \$215.00/month. Please refer to the HOA Budget as the fees are estimated and subject to change.
- 3) Ivory Homes will install full yard landscaping with a natural look which may include native grasses and waterwise plants in the front and rear yards and will follow the street tree planting plan. Ivory Homes will be responsible for front yard fencing that will be installed at the time of landscaping. Additional fencing on the rear and side yard lot lines must match the 4 rail fencing installed by the developer and Ivory Homes. The additional fencing will require ARC approval prior to being installed by the homeowner. In cases where landscaping is not installed at the time of closing based on weather or other circumstances approved Summit County, Ivory Homes will install when weather permits.
- 4) All home exteriors will be subject to approval from the Architectural Review Committee. All homes will require full siding wrap with brick or natural stone. Dark Sky exterior lighting is required at Stewart Ranches along with common roof shingle color and style. No 9' basements are currently allowed.
- 5) Upon transfer of ownership to Homeowner, Homeowner understands, agrees, and assumes the responsibility of remaining in compliance with all requirements of the EPA Storm Water Pollution Plan and will prevent sediment and debris from leaving their property and entering the storm water drainage system.
- 6) **DEPOSIT NON-REFUNDABILITY.** Notwithstanding anything to the contrary in any of the contracts between the Buyer and the Seller, including but not limited to sections 4.2.2 of the Real Estate Purchase Agreement, all deposits, including the Initial Deposit, are unconditionally non-refundable.

When signed below by BUYER, the foregoing provisions comprise additional terms and conditions to the original AGREEMENT presented by BUYER to SELLER for acceptance. By signing below, BUYER and SELLER shall be bound by the AGREEMENT as modified by the foregoing provisions.

BUYER:

DATE: _____

IVORY HOMES

By: _____

Title: _____

Date: _____

LOCATED IN SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

LONE ROCK RANCHES LLC
LONERR-1

FUTURE PHASE

12300 SOUTH ILL LLC
LONERR-2

LAZENBY
CD 2121STEWART RANCHES
SUBDIVISION

PHASE 1
LOCATED IN SOUTHWEST AND SOUTHEAST
QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 8 EAST,
SALTIKAW BASIN AND MEDIAN.

PEEG CONSULTING
SALVAGE AND REPAIRS

GATEWAY CONSULTING, INC.

4417 Highway 100, Box 100, Grand
 Rapids, MI 49508
 616-796-1100 FAX
 616-796-1101

Civil, Environmental • Consulting • Labor Planning
CONSTRUCTION MANAGEMENT

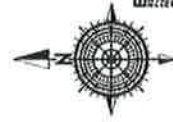
ENTRY NO. 01185691

[illegible]

50 0 50 100
SCALE IN FEET
1:50 (94' X 36" SIZE ONLY)

3

STEWART BLANCHES SUBDIVISION PHASE 1

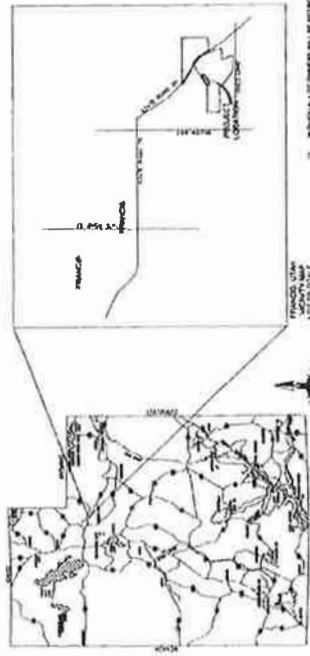
[illegible][illegible]

STEWART RANCHES SUBDIVISION
PHASE 4

LOCATED IN SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

ROCKY MOUNTAIN POWER
I, the undersigned, hereby certify that the above described property is not subject to any existing or proposed utility easements or rights of way for the transmission or distribution of electric energy, gas, steam, or other utility service, and that the same is free and clear of all such encumbrances.

COMMERCIAL LIABILITY SUBDIVISION
I, the undersigned, hereby certify that the above described property is not subject to any existing or proposed commercial liability subdivision, and that the same is free and clear of all such encumbrances.



1. The undersigned hereby certifies that the above described property is not subject to any existing or proposed utility easements or rights of way for the transmission or distribution of electric energy, gas, steam, or other utility service, and that the same is free and clear of all such encumbrances.

2. The undersigned hereby certifies that the above described property is not subject to any existing or proposed commercial liability subdivision, and that the same is free and clear of all such encumbrances.

3. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

4. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

5. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

6. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

7. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

8. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

9. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

10. The undersigned hereby certifies that the above described property is not subject to any existing or proposed subdivision, and that the same is free and clear of all such encumbrances.

SURVEYOR'S CERTIFICATE
I, the undersigned, hereby certify that the above described property is not subject to any existing or proposed utility easements or rights of way for the transmission or distribution of electric energy, gas, steam, or other utility service, and that the same is free and clear of all such encumbrances.

BOUNDARY DESCRIPTION
Beginning at a point in the N 1/4 of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and running S 89° 15' 00\"/>

OWNER'S DECLARATION
I, the undersigned, hereby certify that the above described property is not subject to any existing or proposed utility easements or rights of way for the transmission or distribution of electric energy, gas, steam, or other utility service, and that the same is free and clear of all such encumbrances.

STEWART RANCHES SUBDIVISION
PHASE 4

DATE 7-10-25

GATEWAY CONSULTING, INC.
P.O. BOX 1000, SALT LAKE CITY, UT 84101
PHONE: (801) 562-2531

CIVIL ENGINEERING - LAND PLANNING
CONSTRUCTION MANAGEMENT

PEPG CONSULTING LLC
3270 SOUTH 200 WEST • SALT LAKE CITY, UT 84119
PHONE: (801) 562-2531

STEWART RANCHES SUBDIVISION
PHASE 4

LOCATED IN SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

STEWART RANCHES SUBDIVISION PHASE 4

DATE 7-10-25

TIME 10:00 AM

PLACE SALT LAKE CITY, UT

REASON FOR THE REQUEST OF THE SUBMITTER

BASE OF EVIDENCE
The project was based on a survey of the property and the surrounding area. The survey was conducted by a licensed surveyor and the results were used to create the subdivision map.

NOT TO SCALE

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
I, the undersigned, hereby certify that the above described property is not subject to any existing or proposed utility easements or rights of way for the transmission or distribution of electric energy, gas, steam, or other utility service, and that the same is free and clear of all such encumbrances.

DATE 7-10-25

STEWART RANCHES SUBDIVISION
PHASE 4

DATE 7-10-25

TIME 10:00 AM

PLACE SALT LAKE CITY, UT

REASON FOR THE REQUEST OF THE SUBMITTER

STEWART RANCHES SUBDIVISION
PHASE 4

DATE 7-10-25

TIME 10:00 AM

PLACE SALT LAKE CITY, UT

REASON FOR THE REQUEST OF THE SUBMITTER

STEWART RANCHES SUBDIVISION
PHASE 4

DATE 7-10-25

TIME 10:00 AM

PLACE SALT LAKE CITY, UT

REASON FOR THE REQUEST OF THE SUBMITTER

STEWART RANCHES SUBDIVISION PHASE 4

LOCATED IN SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

LONE ROCK RANCHES LLC
LONERR-1

EX PHASE 1

12300 SOUTH III LLC
LONERR-2

FUTURE PHASE

FUTURE PHASE

STEWART RANCHES
SUBDIVISION
PHASE 4

LOCATED IN SOUTHEAST QUARTER OF SECTION 34,
TOWNSHIP 2 SOUTH, RANGE 6 EAST,
SALT LAKE BASE AND MERIDIAN.

PEPG CONSULTING
L.L.C.
3270 SOUTH 300 WEST • SUITE 100 • FT. HARRIS
UTAH 84003-2525 • FAX (801) 367-2200

GATEWAY CONSULTING, INC.
P.O. BOX 1000 • SUITE 100 • FT. HARRIS
UTAH 84003-1000 • FAX (801) 367-2200

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

SHEET NO.
2/2

ENTRY NO. 01185693
RECEIVED 10/26/2010 10:00 AM

STEWART RANCHES SUBDIVISION PHASE 4

CURVE TABLE

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194	314.42	150.00	31.41	150.00
195	314.42	150.00	31.41	150.00
196	314.42	150.00	31.41	150.00
197	314.42	150.00	31.41	150.00
198	314.42	150.00	31.41	150.00
199	314.42	150.00	31.41	150.00
200	314.42	150.00	31.41	150.00

LAZENBY
CD 2121

EX PHASE 2</



**PROPERTY CONDITIONS ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT
Stewart Ranches Phase 1, 2 & 4**

This ADDENDUM (the "ADDENDUM") is attached to and forms part of a "**Real Estate Purchase Agreement**" (the "AGREEMENT") that is entered into by Ivory Homes, Ltd., ("SELLER"), on the AGREEMENT DATE, with the BUYER and for the LOT described below. Capitalized terms used in this ADDENDUM (except bold capitalized terms) shall have the meanings for such terms that appear in the AGREEMENT or in this ADDENDUM.

AGREEMENT DATE: _____

LOT _____ of Stewart Ranches Phase 1, 2, & 4 Subdivision

BUYER: _____

located in city of **Francis City, Summit County, Utah**

Telephone H: _____ W: _____

The following is a summary of various conditions on The Property known of by SELLER as of the AGREEMENT DATE. *By making this disclosure, SELLER does not assume legal obligations that do not exist in applicable statutory and common law and hereby reserves its right to rest on established legal principles. To the extent SELLER is not required by applicable statutory and/or common law to disclose the following, such disclosures are provided by SELLER as a customer courtesy and SELLER disclaims any liability with respect to any such disclosures. BUYER is advised to conduct its own independent investigation of the substance of the disclosures set forth below and their legal significance:*

OFF SITE LAND USE CONDITIONS NOT MATERIAL

BUYER has not relied on existing zoning, approved uses, restrictions, conditions, covenants, structures, improvement, landscaping, trees, foliage or the absence thereof, on, above or beneath real property surrounding The Property purchased by BUYER pursuant to its Real Estate Purchase Agreement, common areas, real property surrounding the subdivision owned by SELLER (the "Subdivision"), and real property surrounding the Subdivision owned by third parties (all such property referred to as "Adjacent Property"). SELLER makes no representation, warranty or guaranty that existing zoning, approved uses, restrictions, conditions, covenants on, above or beneath the Adjacent Property, or that the existing zoning, approved uses, restrictions, conditions, covenants, structures, improvement, landscaping, trees, foliage or the absence thereof, on, above or beneath the Adjacent Property will not be altered, amended or removed. SELLER reserves the right to alter, amend or remove existing zoning, improvements and conditions on its property surrounding BUYER'S property, in common areas, and surrounding the Subdivision, without notice to BUYER other than that required by applicable local ordinance or by statute. Please be advised that there may be facilities or business in the Property's proximity, which are operated by entities other than Seller and over whom Seller has no direct control, that may from time to time cause potentially offensive odors, noise, dust and/or other similar impacts that may affect the use and enjoyment of property. More information about these facilities may be obtained from the operating entities.

NOTICE OF RECORDED SUBDIVISION PLAT

Buyer has reviewed and hereby acknowledges that it is on notice of all terms, covenants, conditions, easements, setbacks, notes, and restrictions included on the recorded Subdivision plat, which are hereby incorporated, including but not limited to such terms, covenants, conditions and restrictions as may have been required by local municipal ordinance or by the reviewing authority in the course of the land use approval process. A copy of the plat will be provided upon request. It is the Buyers responsibility to review the plat notes and descriptions found on the plat.

NOTICE OF TITLE REPORT

Buyer has reviewed and hereby acknowledges that it is on notice of all publicly-recorded matters of title relating to the Property. A copy of a title report regarding the Property will be provided upon request.

TRAFFIC IMPACT STUDY:

A traffic study was not required to be prepared as part of the project.

SEISMIC TESTING AND SURVEY:

No seismic testing has been done. Land within Francis City is subject to earthquake hazards of varying degrees depending on the nature, proximity and activity of nearby earthquake faults and/or liquefaction zones and has the potential for strong ground motion due to fault activity.

FENCES:

SELLER does not represent that the fences on the Property, if any, are located on the property lines. BUYER is advised to conduct its own independent investigation using a certified surveyor to determine the exact location of the Property's boundary.

SOILS REPORT ANALYSIS:

IGES completed a geotechnical investigation and completed a report dated May 13, 2021. The report is IGES Project No. 02058-158. The findings are below.

- Based on our observations the site is covered by 1 to 4 feet of topsoil comprised of Lean CLAY (CL). The topsoil was underlain by Lean CLAY (CL), Fat CLAY (CH), Poorly Graded SAND (SP-SC) with clay, Clayey GRAVEL (GC), Poorly Graded GRAVEL (GP), and Poorly Graded GRAVEL (GP-GC) with clay.
- Fat clay soils were encountered throughout the property; based on laboratory test results the fat clays have generally negligible expansion in their undisturbed state, but when remolded they are more susceptible to swelling. Due to their behavior when remolded, we recommend these fat clay soils not be used as structural fill. In addition, the exposed, undisturbed native soils should be kept moist and not allowed to dry out and crack, which could result in swelling when rewetted.
- Groundwater was not encountered in any of the test pits completed for our investigation.
- Shallow spread or continuous wall footings should be established *entirely* on undisturbed native soils or on structural fill founded on undisturbed native soils.
- Shallow spread or continuous wall footings constructed on undisturbed native soils or structural fill founded on native soils may be proportioned utilizing a maximum net allowable bearing pressure of **2,500 pounds per square foot (psf)** for dead load plus live load conditions.
- Flexible pavement section of 3/10 (inches of asphalt/road base) constructed on reworked native soils is recommended for the residential roadways. A rigid pavement section of 5/8 (inches of concrete/road base) is recommended for heavy traffic areas.

Please be advised that the foregoing soils reports reflect the status of the Property predevelopment. The development process may change the location and nature of the soils as described therein.

INDIVIDUAL SITE OBSERVATIONS:

SELLER hereby notifies BUYER that a certified geotechnical engineer performs an observation during the excavation of each individual home. A copy of this individual site observation is available upon request.

ENVIRONMENTAL REPORT ANALYSIS:

A Phase 1 Environmental Site Analysis report was completed for this property and prepared for the developer (Estate Managers, LLC). Earthtec Engineering completed this report on February 11, 2021 and is Project No. 218047. No environmental concerns were found associated with the current or historical uses of the subject property or adjacent properties. No environmental concern associated with the subject property or adjacent properties was found during the site reconnaissance or reported during interview.

STORM WATER POLLUTION PREVENTION PLAN, GRADING, AND DRAINAGE:

A Storm Water Pollution Prevention Plan ("SWPPP") has been implemented for this project and includes best management practices such as stabilized construction entrances, silt fence, and inlet protection. Surface drainage on the rear of the units will be toward the roadways or a rear-lot drainage swale, and drainage on front and side of units will be toward the streets. The Subdivision has been developed with features to properly control and direct drainage. Please do not disturb any of these features.

UTILITY SERVICES

Water service to the Subdivision is provided by Francis City. Rocky Mountain Power will be servicing the Subdivision with power. The Subdivision is pre-wired to receive phone, high speed internet and data from Allwest Communication. SELLER has no control over the rates charged by these providers for any services or the quality or content of such services. To provide the lots with these services, improvements must be installed below and/or above ground. These improvements may include, but are not limited to, overhead power lines, utility boxes, and buried utility lines. Because of the necessity of these improvements, easements for these public utilities are included throughout the Subdivision. The exact locations of these easements are depicted on the Subdivision Plat on record at Summit County Records Office.

MASTER PLANNED DEVELOPMENT:

SELLER has obtained approval for the development consisting of 123 single family lots and 23 townhome lots. This development project is commonly known as Stewart Ranches Subdivision. The development project is approximately 130.67 acres. Amenities will be built and developed throughout the project in phases and a copy of the schedule of amenities may be requested. A copy of the development and Annexation Agreements

are available upon request as well. Different uses may be constructed at different times. Certain traits of each residential property may change over time depending on adjacent uses, such as the view, shade, perceived privacy and amount of traffic.

HOMEOWNERS' ASSOCIATION AND CC&RS:

To help establish a unified, overall administration and aesthetic appeal of the Subdivision, the Subdivision will also be governed by certain covenants, conditions, and restrictions, and a homeowners' association. Copies of these covenants, conditions, and restrictions will be made available to BUYER and BUYER may arrange with SELLER to view copies of these documents.

CITY GOVERNANCE:

The Subdivision is located in Francis City. Francis City promulgates its own ordinances, rules and regulations which govern and bind all of its residents, including those within Francis City. BUYER is urged to investigate directly with Francis City any and all matters related to such ordinances, rules and regulations that may be of concern to BUYER. SELLER makes no representations regarding any ordinance, rule or regulation of Francis City other than as may be explicitly contained in this ADDENDUM.

GOVERNMENTAL ASSESSMENTS AND CHARGES:

In addition to county property taxes, assessments, and other special taxes affecting BUYER'S residence, BUYER'S property tax bill water bill may also contain other assessments and charges imposed by state and local governmental agencies (including special districts) from time to time. No representation is made as to the extent to which any assessment or charge may be imposed, or increased, in the future. Each residence owner and builder will be responsible for confirming the amounts applicable to their property by contacting the applicable entities.

NO GUARANTEE OF VIEW:

Although any individual lot may enjoy some view potential, SELLER makes no representations whatsoever concerning the view, if any, a particular lot may enjoy. There are no express or implied easements appurtenant to any lot for view purposes, or for the passage of light and air over another lot. Furthermore, the payment of any "premium" for a lot is based solely on the location of the lot and does not create a representation, express or implied, concerning the view the lot may enjoy. Any view that a lot may enjoy as of the date of purchase may be impaired or affected by the installation or removal of trees and other landscaping, the growth of landscaping, and the construction of homes or other buildings, fences, walls and other improvements in the Subdivision.

GARAGES:

With respect to residences that include an automobile garage, BUYER may have some difficulty parking certain automobiles in the garage of the plan or style of residence that BUYER has purchased. SELLER urges BUYER to carefully review the specific garage and garage door sizes of BUYER'S selected plan or residence style with respect to the height, width, and depth of the automobile that BUYER intends to park in the garage, including a comparison of the garage and garage door opening to the size of BUYER'S automobile with the automobile doors and trunk open. SELLER is not responsible for, or bound by, any statement or agreement by a builder, salesperson, or agent relating to the size of garages representing that a prospective Buyer's vehicle will "fit" in any garage. Furthermore, SELLER is not responsible for damage or injury to any home, any person, and/or any personal property or vehicle arising in any way from the size of the garage and/or garage door. Individual lot characteristics, such as changes in elevation, may require stairs to be placed within the garage area, thereby decreasing the available space in that particular bay.

CLUSTER MAILBOXES:

The U.S. Postmaster may require the use of cluster mailboxes for efficiency of mail service. SELLER may not have control over the location, size and grouping of such mailboxes and/or the commencement of mail delivery service which is determined by the post office. BUYER should also be aware that keys for his/her individual mailbox often may only be obtained from the local post office station. Timing of the installation of mailboxes is governed by the postmaster. For further information, please contact the local post office station.

SELLER NOT ORIGINAL DEVELOPER:

SELLER and its affiliates were not the original developer of the aforementioned Subdivision in which the LOT is situated and therefore did not participate in or perform any work related to the designing, engineering, platting, subdividing, entitlement and approval of such Subdivision and LOT. SELLER and its affiliates shall therefore not be responsible, nor shall they be liable for any claims or problems associated with any work performed by its predecessor, including but not limited to the design, engineering, soils testing and reports, water testing and reports, environmental work, platting, subdividing, entitlement and approval of the Subdivision and LOT, or for soils conditions, ground and surface water, and lot lines. BUYER therefore hereby waives any claim which arises or which it believes it may have against SELLER related to or arising from the design, engineering, soils conditions, ground and surface water, environmental work, platting, subdividing, entitlement and approval of subject land and LOT not performed by SELLER and its contractors.

PRIVATE AND PUBLIC PARKS, TRAILS AND OPEN SPACE:

As currently planned, the Subdivision will offer a variety of trailways and open space areas. Some of these areas may be open to the general public, while others may be limited to use by residents. Construction of parks and trailways facilities within the Subdivision will be phased in conjunction

with residential development or as required by agreements with public agencies. The existence, size, location and nature of proposed amenities, such as parks, trails, and open space areas, may change over the course of development depending on certain factors such as market factors, governmental approvals and the results of ongoing studies and planning. Ultimate ownership, use, operation and maintenance of the various parks, amenities, trailways and open spaces are yet to be determined and such areas may be owned, operated and/or maintained by Francis City, the HOA or a special district (which is a type of local governmental agency). The cost of operating and maintaining any such areas or facilities may be borne by, and/or shared among, Francis City, HOA or a special service district, and may be paid for by the homeowners through fees and assessments paid to the HOA and/or the special service district.

PROXIMITY TO WATER

The Subdivision is adjacent to multiple Irrigation Ditches and Canals ("Ditches and Canals"). The Ditches and Canals are not owned or operated by the Seller or the Original Developer. The SELLER is not responsible for the maintenance and operation of the Ditches and Canals. While a beautiful amenity to the Subdivision, the Ditches and Canals experiences extreme fluctuations in water levels, velocity and flow rates based on spring run-off, irrigation seasons and storms. In the past, the Ditches and Canals have flooded over its banks onto the floodplain on which homes may be constructed. Further, the slope of the Ditches and Canal terrace is very steep in some locations and can be unstable, consisting largely of silt and sand with some rocks. For these and other reasons, the Ditches and Canals can pose a hazard to human life, human safety, and to real and personal property. In order to preserve its natural beauty, the Ditches and Canals and its banks will not be fenced, barricaded or controlled by SELLER enabling access to the banks and water flowing in the Ditches and Canals by BUYER, its invitees and others. BUYER hereby waives all claims against SELLER, and releases SELLER from any claims for personal injury and/or property damage to BUYER and/or to third parties arising by reason of, or related to the Creek's proximity to the Subdivision and LOT. BUYER further agrees to indemnify and hold SELLER harmless against all claims of BUYER's invitees and other third parties arising by reason of, or related to the Ditches and Canals proximity to the LOT.

LANDSCAPING AND MAINTENANCE

The Landscaping and Maintenance in the Subdivision will be installed by the Seller and maintained by the HOA. Some subdivisions have landscaping and/or tree planting plans. Those subdivision plans are provisional contain proposed planting of landscape items and trees. However, since development and construction are dynamic processes, subdivision landscaping and tree planting plans are flexible and may be altered or suspended in SELLER's sole discretion. SELLER is not responsible for changes made to any subdivision landscaping and/or tree planting plan. In some instances, SELLER may assign to its Buyers the responsibility of complying with subdivision landscaping and/or tree planting plans, or may afford Buyers the discretion to plant trees. In such events, SELLER shall not be responsible for the assignee Buyer's compliance with and performance under the assigned subdivision landscaping and/or tree planting plans. In subdivisions to be administered by Home Owners Associations ("HOA"), SELLER may assign to the HOA all responsibility and obligation to enforce the provisions of the subdivision landscaping and/or tree planting plans. In no event will SELLER be responsible for the HOA's acts of omissions in enforcing subdivision landscape and/or tree planting plans, or for any other conduct. BUYER acknowledges that he/she received, read, and understands this ADDENDUM. BUYER further acknowledges that he/she has been notified by SELLER that detailed descriptions of the above summarized conditions on The Property, *including but not limited to all soils, ground and surface water studies, analyses and reports known to SELLER*, are maintained at SELLER's offices at SELLER's business address, and that the same have been made available by SELLER to BUYER at his/her request. BUYER acknowledges that he/she has been given the opportunity to inquire into and study the known conditions of The Property as summarized above, and as set forth in detail at SELLER's office. On these bases and as otherwise set forth in the AGREEMENT, BUYER hereby waives, releases, and agrees to indemnify SELLER against all claims of any nature, including but not limited to costs and attorneys' fees, arising out of or related to any of the foregoing conditions on The Property as summarized above and in the detailed descriptions of the above referenced conditions maintained at the SELLER's office.

Except as specifically modified by this ADDENDUM, the terms and conditions of the AGREEMENT as amended shall remain in full force and effect.

BUYER: _____

SELLER:

By: _____

Date: _____

Title: _____

Date: _____