

**WHEN RECORDED MAIL TO:**

Kaskade Homes, LLC  
Attn: Tod Kirton  
78 West 13775 South, Suite 1  
Draper, Utah 84020

13952614 B: 11339 P: 3123 Total Pages: 5  
05/16/2022 11:48 AM By: bmeans Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: ASPEN TITLE  
545 WEST 500 SOUTH BOUNTIFUL, UT 84010

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**MEMORANDUM OF CONTRACT OF SALE**

THIS MEMORANDUM OF CONTRACT OF SALE ("**Memorandum**") is made as of May 11th, 2022, between MAURICE WINTER, an individual, and LORI WINTER, an individual (collectively, "**Seller**"), and KASKADE HOMES, LLC, a Utah limited liability company ("**Buyer**"), who agree as follows:

**RECITALS**

A. Seller owns that certain real property located at 13942 South 2700 West, Bluffdale, Utah 84065; Parcel No. 33-04-326-005-0000, which is more particularly described on **Exhibit A** ("**Property**").

B. Seller and Buyer have entered into that certain *Real Estate Purchase Contract* and *Addendum No. 1* thereto dated December 17, 2021 and *Addendum No. 2* dated December 30, 2022 (collectively, the "**Contract**"), with respect to the sale of the Property, upon and subject to the provisions and conditions set forth in the Contract. The Contract is incorporated in this Memorandum by this reference.

**AGREEMENT**

1. Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all persons or entities claiming or asserting an interest in the Property or the rights and obligations of the parties to the Contract and is not intended to modify or change the provisions of the Contract. To the extent there is any inconsistency between the Contract and this Memorandum, the Contract shall control.

3. This Memorandum shall inure to the benefit of, and shall be binding upon, Buyer and Seller and their respective successors and assigns.

4. Seller shall be entitled to terminate this Memorandum by recording a *Termination of Memorandum of Contract of Sale*, without the requirement of obtaining Buyer's written consent, at such time as the Contract may be terminated in accordance therewith.

*[End of Instrument. Signature Pages Follow.]*

**SELLER:**

**MAURICE WINTER**, an individual

By: Maurice Winter

Name: Maurice Winter

Date: 5-12-2022

STATE OF Utah )  
: SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 12 day of May, 2022, by Maurice Winter.

SEAL:



[Signature]  
Notary Public

**LORI WINTER**, an individual

By: Lori Winter

Name: Lori Winter

Date: 5.12.22

STATE OF Utah )  
: SS.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 12 day of May, 2022, by Lori Winter.

SEAL:



[Signature]  
Notary Public



**Exhibit A**

**Salt Lake County Parcel No. 33-04-326-005-0000 Legal Description:**

**BEG S 775 FT & N 89°51' W 660 FT FR CEN OF SEC 4, T 4S, R 1W, S L M; S 215 FT; N 89°51' W 330 FT; N 330 FT; S 89°51' E 140.61 FT; S 115 FT; S 89°51' E 189.39 FT TO BEG.  
2.0 AC 5665-0133 6133-1245 6758-2813**