

**ADDENDUM #2 (TWO) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY AND HYVE
HOMES, INC**

This **Addendum #2 (TWO)** to the **REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **HYVE HOMES, INC.**, a Utah Corporation (“Buyer”), is made and entered into as of December 17, 2024. Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of January 3, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of 3.44 acres of real property (the “Property”), together with an option to purchase an additional amount of property consisting of up to approximately 6.26 acres located within the City of Santaquin, Utah (the “**Additional Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, Buyer subsequently purchased a portion of the property described above consisting of approximately 5.53 acres from Buyer; and

WHEREAS, On July 2, 2024, Seller and Buyer amended that certain Purchase and Sale Agreement (“**Addendum #1**”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Parties now desire to amend the Purchase Agreement as identified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereby agree to and adopt this Addendum #2 (Two) to the Purchase Agreement as follows:

1. Section 2; **Buyer’s Property Use and Improvements, Subsection d.** is changed to read as follows:

“All development and use of the Property shall comply with the landscape provisions of the Santaquin City Code. Buyer may provide, install, and maintain landscaping within the CDRA owned area approximately eleven feet wide, between the property line on the north, south and east sides of the Property and the Santaquin City curb & gutter, as shown on the Site Plan. Said landscaping would be applied to satisfaction of Buyer’s landscaping obligations for development of the Property. Seller shall have no responsibility for the maintenance of said landscaping improvements, which shall be Buyer’s responsibility.”

2. Section 2; **Buyer’s Property Use and Improvements, Subsection n.** is added and reads as follows:

“No portion of the Property shall be developed or used with shipping and or other types of storage containers for storage or for any form of building construction.”

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IN WITNESS WHEREOF, the Parties have executed this Addendum # 1 (One) to the Agreement for Purchase and Sale on the dates set forth opposite their respective names below.

SELLER:

**COMMUNITY DEVELOPMENT AND RENEWAL
AGENCY OF SANTAQUIN CITY**

DATE: _____, 20__.

DANIEL M. OLSON, Chair

ATTEST:

Amalie R. Ottley, Secretary

STATE OF UTAH)
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COUNTY OF UTAH)

On this ____ day of _____, 20__, personally appeared before me, Daniel M. Olson who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

Notary Public _____

**EXHIBIT A
(PURCHASE AGREEMENT)**

EXHIBIT B
(ADDENDUM # 1 TO PURCHASE AGREEMENT)