

**ADDENDUM #1 (ONE) TO THE
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND CC
CALLAWAY, LLC**

This **Addendum #1 (ONE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of April 30, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **CC CALLAWAY, LLC.**, a Utah Limited Liability Company of the state of Utah (“Buyer”). Seller and Buyer are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement dated as of May 16, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately up to 3.25 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, the Parties now desire to amend the 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 #1 (One) to the Real Property Purchase Agreement as follows:

1. **Section 2; Buyer’s Property Use and Improvements, Subsection e.** 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 and west 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 4; Seller’s Responsibility for Improvements, Subsection f.** as follows is added to the agreement:

“Seller shall provide, install, and maintain, landscaping improvements on the five-foot-wide portion of CDRA owned real property that runs adjacent to the eastern boundary of the Property as shown on the Site Plan. Buyer shall reimburse Seller for the actual costs of providing and installing said landscaping improvements, within thirty days of an invoice based on actual costs. Buyer shall have no responsibility for the maintenance of said landscaping improvements, which shall be Seller’s responsibility. Said five-foot-wide portion of this landscaping would be applied to satisfaction of Buyer’s landscaping obligations for development of the Property.”

3. **EXHIBIT B, INDUSTRIAL PARK ARCHITECTURAL STANDARDS, Section 4 Building Materials, Subsection a. part ii.** Is changed to read as follows:

“ii. Primary exterior finish materials shall be low reflectance and have natural textures. Examples of permitted primary exterior materials include: stone, brick, split faced block, cut

stone, decorative metal siding products, and low maintenance wood or masonry siding products. The use of all glass exterior, smooth faced concrete gray block, prefabricated steel panels (other than those listed in this section), EIFS (stucco) shall be prohibited as a primary building material.”

4. **EXHIBIT C, SITE PLAN AND BUILDING TYPE AND ARCHITECTURAL STYLES**, the attached building type with architectural styles is added to Exhibit C as an approved building type an architectural style.

[Signatures on following page.]

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)
 :SS
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 _____

BUYER:

CC Callaway, LLC., a Utah corporation

By: _____
 President President,
 (Title) (Position)

DATE: _____, 20___.

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On this ___ day of _____, 20___, personally appeared before me,
Cody Christensen who, after being duly sworn, acknowledged to me that he is authorized to
execute this document and who executed the same.

Notary Public _____

(ADDITION TO EXHIBIT C)
ADDITIONAL BUILDING TYPE AND ARCHITECTURAL STYLE

EXHIBIT A
(PURCHASE AGREEMENT)