

**ADDENDUM #3 (THREE) TO THE  
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY, AND  
SANTAQUIN PEAKS, LLC**

This **Addendum #3 (THREE)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of May 22, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”) and **SANTAQUIN PEAKS, 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 November 9, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, regarding the purchase and sale of approximately 5.35 acres of real property located within the City of Santaquin, Utah (the “**Property**”), more particularly described in the Purchase Agreement; and

WHEREAS, on March 5, 2024, the Parties entered into an Agreement to Amend the Purchase Agreement (“**Amendment #1**”) to that Purchase Agreement; and

WHEREAS, on April 2, 2024, the Parties entered into an additional Agreement to Amend the Purchase Agreement (“**Amendment #2**”) to that Purchase Agreement; and

WHEREAS, the Parties now desire to amend the agreement further 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 #3 (Three) to the Real Property Purchase Agreement as follows:

1. **Section 4b; Delivery of Deposit.** The second sentence of Section 4b is amended to read: “Unless Buyer exercises said right to cancel on or before 210 days from execution date, the remainder of the Deposit shall become non-refundable and shall be delivered to Seller.” Therefore, the non-refundable deadline for the remainder of the Deposit shall be June 6, 2024.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the Parties have executed this Addendum #3 (Three) 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:**

**Santaquin Peaks, LLC.**, a Utah corporation

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_,  
(Title) (Position)

**DATE:** \_\_\_\_\_, 20\_\_.

STATE OF UTAH    )  
                                  :SS  
COUNTY OF UTAH )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me,  
\_\_\_\_\_ 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)**