

**ADDENDUM #6 (SIX) TO THE  
REAL PROPERTY PURCHASE AGREEMENT BETWEEN THE COMMUNITY  
DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY,  
AND LG SQ2, LLC**

This **Addendum #6 (SIX)** to the **REAL PROPERTY PURCHASE AGREEMENT** is made and entered into as of \_\_\_\_\_, 2024, by the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF SANTAQUIN CITY**, a political subdivision of the state of Utah (“Seller”), and **LG SQ2, 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**, Seller and Santaquin Peaks, LLC, a Utah Limited Liability Company, entered into that certain Real Property Purchase Agreement dated as of November 7, 2023 (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit 1, regarding the purchase and sale of approximately 5.37 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 Agency approved Resolution 03-01-2024-CDA, approving Addendum #1 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 2; and

**WHEREAS**, on April 2, 2024, the Agency approved Resolution 04-01-2024-CDA, approving Addendum #2 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 3; and

**WHEREAS**, on May 22, 2024, the Agency approved Resolution 05-02-2024-CDA, approving Addendum #3 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 4; and

**WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-01-2024-CDA, approving Addendum #4 to the agreement with Santaquin Peaks, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 5; and

**WHEREAS**, on June 4, 2024, the Agency approved Resolution 06-02-2024-CDA, approving an assignment of the Purchase Agreement from Santaquin Peaks, LLC, to LG SQ2, LLC, a copy of which is attached hereto as Exhibit 6; and

**WHEREAS**, on July 16, 2024, the Agency approved Resolution 07-03-2024-CDA, approving Addendum #5 to the agreement with LG SQ2, LLC, to the Purchase Agreement, a copy of which is attached hereto as Exhibit 7; and

**WHEREAS**, the Parties now desire to further 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 #6 (Six) to the Real Property Purchase Agreement as follows:

1. EXHIBIT C, of the Purchase Agreement titled SITE PLAN AND BUILDING TYPE AND ARCHITECTURAL STYLES, is hereby amended to include the attached site plan for Lot 1 as an approved Site Plan including an improved shared access with Seller owned Lot 2.

2. Notwithstanding anything to the contrary in the Purchase Agreement or any prior addenda thereto, the Parties hereby agree that LG SQ2, LLC, as Buyer, hereby forfeits its right to purchase all or any portion of the Property identified as Lots 2 and 3.

3. The Parties agree that Buyer will fully furnish and improve the shared access along the north boundary of Seller Owned Lot 2, as set forth in the approved Site Plan. The shared access shall be constructed with engineered structural fill, roadbase, asphalt, including proper drainage, per the Site Plan and per geotechnical recommendations for the cross section. The shared access will be constructed between approximately 10.75 and 15.50 feet wide and 210 feet long. Said shared access will benefit both Lot 1 owned by Buyer and Lot 2 owned by Seller to the mutual benefit of both Buyer and Seller.

4. Section 3 Part f. of the Purchase Agreement is amended to add the following as a second paragraph to Section 3 Part f of the Purchase Agreement:

In the event that Buyer and Seller determine that having Buyer furnish and install said five-foot-wide portion of landscaping on CDRA owned property along with Buyer's site improvements, Buyer agrees to furnish and install said landscaping at its sole cost and expense, with no reimbursement from Seller to Buyer or from Buyer to Seller.

4. Except as set forth in this Addendum #6, all provisions of the Purchase Agreement and prior Addenda shall remain unchanged and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Addendum # 6 (Six) 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:** \_\_\_\_\_, 2024.

\_\_\_\_\_  
Daniel M. Olson, Chair

**ATTEST:**

\_\_\_\_\_  
Amalie R. Ottley, Secretary

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH   )

On this \_\_\_ day of \_\_\_\_\_, 2024, 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:**

**LG SQ2, LLC**, a Utah corporation

By: \_\_\_\_\_  
Jonathan Jensen, its Manager

**DATE:** \_\_\_\_\_, 2024.

STATE OF UTAH     )  
                                  :SS  
COUNTY OF UTAH   )

On this \_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, Jonathan Jensen 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 – AMENDED PURCHASE AGREEMENT EXHIBIT C)**

**EXHIBIT 1  
(PURCHASE AGREEMENT)**

**EXHIBIT 2  
(ADDENDUM #1)**

**EXHIBIT 3  
(ADDENDUM #2)**

**EXHIBIT 4  
(ADDENDUM #3)**

**EXHIBIT 5  
(ADDENDUM #4)**

**EXHIBIT 6  
(ASSIGNMENT OF REAL PROPERTY PURCHASE AGREEMENT)**

**EXHIBIT 7  
(ADDENDUM #5)**