

**REINSTATEMENT AND FIRST AMENDMENT TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This **REINSTATEMENT AND FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Amendment") is entered into as of November 12, 2020, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("Seller"), and **HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE**, a body corporate and politic of the State of Utah, sometimes doing business as **HOUSING CONNECT** ("HC"), and **SALT LAKE VALLEY HABITAT FOR HUMANITY**, a Utah non-profit corporation ("SLVH", and together with HC, collectively "Buyers").

**RECITALS**

A. Seller and Buyers acknowledge and agree that the Seller executed a Real Estate Purchase and Sale Agreement on or about February 27, 2020 (herein the "Purchase Agreement"), and notified the Buyers of Seller's execution of the Purchase Agreement as of February 27, 2020. Consequently, Seller and Buyers agree that the Acceptance Date as defined in Section 24 of the Purchase Agreement shall be February 27, 2020.

B. As a result of title issues and the presence of hazardous substances upon the Property, Buyers notified Seller that such conditions were and continue to be unacceptable to the Buyers.

C. Although various dates set forth in the Purchase Agreement have passed, and arguably the Purchase Agreement may have terminated, the Parties desire to continue, reinstate and amend the Purchase Agreement pursuant to the terms and conditions of this Amendment. Any capitalized terms used herein which are not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**NOW, THEREFORE**, incorporating and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

**AGREEMENT**

1. Reinstatement of Agreement. The Parties hereto hereby acknowledge that the Purchase Agreement shall be continued and/or reinstated pursuant to the terms and conditions of this Amendment. To the extent the terms of the Purchase Agreement are inconsistent with the terms of this Amendment, the terms of this Amendment shall control.

2. Expiration of Due Diligence Period. Seller and Buyers acknowledge and agree that with the exception of hazardous substance issues, geotechnical issues and City approvals with respect to the Property, the Buyers have completed their due diligence review of the Property. As a result of the discovery of Recognized Environmental

Conditions (“RECs”) located upon the Property as more particularly set forth in that certain Phase II Environmental Site Assessment Report prepared by Terracon Consultants, Inc., dated August 12, 2020, and revised September 18, 2020 (the “Phase 2 Report”), Buyers desire an additional period of time in which to have additional testing conducted upon the Property to determine the extent of certain of the RECs and the potential costs of remediation. Consequently, Seller and Buyers agree to extend the Inspection Period to April 30, 2021, limited to further examination of the RECs, identified in the Report, completion of a geotechnical report of the Property and to obtain remaining City approvals for the development of the Property. Except with respect to the RECs, the geotechnical report, the required City approvals, and the matters set forth in Section 3 of this Amendment, all other tests, studies, and conditions which Buyers were entitled to examine as specified in Section 8.1 of the Purchase Agreement have been waived and shall no longer be the basis for Buyers’ right to terminate the Purchase Agreement pursuant to Section 8.2 of the Agreement.

3. Site Remediation. Without waiving any right to terminate the Purchase Agreement or to request further remediation by Seller as a result of the further inspections as contemplated in Section 2 of the Amendment, the Parties have agreed that Buyers’ closing of the purchase of the Property pursuant to the terms of the Purchase Agreement is conditioned upon Seller’s completion of the following: (a) the removal from the Property to a State approved site, of all underground fuel or like-kind storage tanks and the associated dispensing equipment; (b) the removal and disposition of such tanks and dispensing equipment to be accomplished by a Utah certified tank removal company acceptable to the State of Utah; (c) receipt of confirmation of testing by such certified tank removal company of the soils surrounding the storage tanks (including soils beneath such tanks) of the absence of contaminants in amounts equal to or in excess of limits established by the State of Utah or other regulatory agencies for hazardous substances, or in the event of the presence of such contaminants at unacceptable levels, the removal or remediation of the same as required by all applicable laws; and (d) confirmation and receipt from all applicable governmental agencies of the proper and acceptable closure of such tank sites and the remediation of any contaminated soils, as applicable and/or required. All of such remediation shall be at the sole cost and expense of the Seller and shall be completed on or before expiration of the Inspection Period as extended in Section 2 of this Amendment.

4. Title Issues. Given the existence of Non-Permitted Exceptions to title of the Property as defined in Section 6.4 of the Purchase Agreement, Buyers shall have through December 31, 2020, to again notify Seller of the Non-Permitted Exceptions to title as contemplated in Section 6.4, and thereafter Seller shall have through January 31, 2021 to provide its Exception Notice of those items which it has elected to cure or those which it does not elect to cure. If Seller elects to cure any Non-Permitted Exceptions, Seller shall have through March 15, 2021 to cure the same. Thereafter, within the period after receipt of Seller’s Exception notice or notice of inability to cure, as specified in Section 6.4 of the Purchase Agreement, Buyer may make the elections provided therein to either terminate the Purchase Agreement or to accept title subject to the Non-Permitted Exceptions..

5. Closing Date. The Closing Date as set forth in Section 3.1 of the Purchase Agreement, shall be on or before the expiration of sixty (60) days from the expiration of the Inspection Period but not later than June 30, 2021.

6. Amendment to Section 23. Section 23 of the Purchase Agreement shall be deemed amended consistent with amendments made by this Amendment.

7. General Provisions.

(a) Other than as expressly set forth in this Amendment, the Purchase Agreement is not amended in any manner.

(b) From and after the date hereof, all references in the Purchase Agreement to the term “Agreement” shall be deemed to refer to the Purchase Agreement as modified by this Amendment.

(c) This Amendment may be executed in any number of counterparts, whether by original, copy, or telecopy signature, and each counterpart of this Amendment so executed shall, taken together, comprise one and the same original document.

(d) Time is of the essence of this Amendment.

(e) To the extent the terms of this Amendment modify or conflict with any provisions of the Purchase Agreement, the terms of this Amendment shall control. All other terms of the Purchase Agreement not modified by this Amendment are incorporated herein as if restated and affirmed, and shall remain in full force and effect.

**IN WITNESS WHEREOF**, Buyers and Seller have entered into this Amendment as of the day and year first above written.

**BUYERS:**

**HOUSING AUTHORITY OF THE COUNTY OF SALT LAKE**, a body corporate and politic of the State of Utah

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SALT LAKE VALLEY HABITAT FOR HUMANITY**, a Utah non-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SELLER:**

**SALT LAKE COUNTY**, a body corporate and politic of the State of Utah

By: \_\_\_\_\_  
Mayor or Designee

**APPROVED AS TO FORM:**  
Salt Lake County District Attorney's Office

By: \_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney