



HPC Docket # 20-003

Certificate of Appropriateness for East Center Building located at 72 East Center, TIN # 06-029-0019

REPORT SUMMARY...

Project Name:	East Center Street Building
Owner/Proponent:	Hess Holdings LLC / Mike Stettler Const.
Request:	A Certificate of Appropriateness for a new building
Current Zoning:	Town Center - Historic District (TC-HD)
Staff Recommendation:	Conditionally Approve
Date of Hearing:	September 8 th 2020
Presented By	Russ Holley, Senior Planner

RECOMMENDATION

Staff recommends that the Historic Preservation Committee conditionally approve HPC Docket #20-003 East Center Street Building for a new 3,000 SF office building located on 0.18 acres at 72 East Center; TIN # 06-029-0019.

PROJECT

The proposal includes a new two-story 3,000 SF brick/masonry office building, a rear asphalt 8-stall surface parking lot, streetscape and landscaping improvements. The dark brick front façade is shown with a small decorative pre-cast concrete cornice, large amounts of windows spanning both floors and a metal canopy over the main front entryway. A concrete bulkhead is shown with raised planters and landscaping along Center Street. The changing brick patterns form typical signage areas above the windows near the bottom of the cornice.

HISTORICAL BACKGROUND FOR THIS PROPERTY

Prior to 2013, this property contained a historic building. In early 2013 this building was demolished after approvals to do so were given by the HPC. In June of 2013, the HPC approved a Certificate of Appropriateness for the applicant Hess & Hess to construct a new office building. That Certificate expired and the building was never constructed. For reference purposes only, below is the survey work done for this address for the previous structure.

The building was built circa 1927. In Michael Christensen's 1978 Survey for Historic Homes for Logan City, the building is listed as "Not Contributory" in the preliminary evaluation and the building condition is not listed. The survey identifies the original building owner as Joseph Watkins. The 1999 Reconnaissance Level Survey (RLS) gives the building a "C" evaluation, meaning the building is considered ineligible to the historic district, built within the historic period, but has had major alterations or additions and no longer retains integrity. The 2011 RLS gives the building a "C" evaluation, meaning the building is considered ineligible/out of period and not contributing to the historic district. The Survey describes the architectural style as "Modern: Other"

CERTIFICATE OF APPROPRIATENESS

The Land Development Code (LDC) §17.27.070 requires a Certificate of Appropriateness to be obtained for any exterior construction requiring a building permit.

Historic District Design Standards

The Current Version of the Center Street Historic District Design Standard were adopted in 2018. While the bulk of the document focuses on residential and commercial building historic preservation activities, section 9.13 "Design for New Construction and Infill" focuses on balancing new construction with historic buildings. The primary goal for new construction and infill is to contribute to the overall

sense of cohesiveness and continuity of the district, without creating false perceptions of historic architectural styles. Size and scale should be the primary considerations with new construction.

New Construction Standards

- A new building shall be compatible with the character of the Historic District while still being unique in its own design.
- The design of a new building shall utilize similar orientation, setbacks, scale, height, massing, fenestration, and form as adjacent historic buildings on the block face.
- Design a new building to include three basic building elements: a base, a middle and a top. Architectural detailing and expression vary with building height.
- A new building shall maintain historic street and alley patterns.
- Assess the massing characteristics of historic buildings throughout the area in order to define a basis for the scale and massing of new development.
- The height and width of a new building shall reflect similar scale and pedestrian interest (large display windows, emphasized primary entrance, storefront elements, etc.) of buildings throughout the block.
- Roof forms of a new building shall be integrated into the building design and overall form and shall relate to the typical historic design throughout the area.
- A new building shall be a reflection of its period of construction and shall be distinguished as new.
- The ground floor of a new building shall be emphasized in the overall building design by including similar historic features (large display windows, transom windows, emphasized entry, etc.) and shall be designed to encourage pedestrian activity and visual interest.
- Fenestration (arrangement of window and door openings) shall be similar to surrounding historic buildings, in terms of pattern and proportions.
- Select materials that attain the same quality, durability and longevity as the historic buildings throughout the District. This will ensure the new building can eventually become a part of the historical narrative in the future.
- New materials shall be similar to traditional materials in terms of scale, proportion, texture and finish.
- Alternative materials for new buildings may be used if they provide texture and scale that complement their historic surroundings. Avoid using stucco and mirrored glass as a primary material.
- Key historic elements of a building façade include windows, doors, kickplates, and architectural details such as cornices and moldings. New construction shall draw from these characteristics in surrounding buildings in order to help outline a basis for new buildings to appropriately fit in with established architectural patterns.
- Overhangs, projections, moldings and reveals shall be included and similar to that seen historically in order to achieve similar light and shadow patterns as adjacent buildings.
- For contemporary designs, certain historic ornamentation may not be appropriate and shall be avoided.
- Contemporary designs can achieve compatibility by using fundamental historic design elements as a baseline, such as kickplates, recessed entries, display windows, transom windows, and other decorative features.



Figure 1. New Buildings should use similar orientation, setbacks, scale, height, massing, fenestration and form as surrounding historic bldgs.

SUMMARY

Staff recognizes that new construction within the historic district is not an exact science as the above standards give general direction but lack extensive detail. Balancing historic building cohesiveness and false perceptions of historic architectural styles can be difficult to fully understand and accomplish at a project level. The proposed building materials of brick, glass, concrete and precast concrete are compatible and widely used in the district. Applications and finishes of these materials will help to distinguish this building as new construction. The fenestration patterns (composition of windows) spanning multiple floors in a vertical fashion would be, considered by staff, as very modern and not found on historic buildings in Logan City. It's difficult to differentiate the two stories on the proposed building without horizontal banding features on the front façade. The buildings within the district and adopted Standards state numerous times about the importance of building's having distinct levels and sections between floors.

As proposed with a flat front façade and without a recessed doorway, the building entry is not as emphasized as typical historic buildings within the district. Staff would suggest some slight façade changes that included horizontal banding features to better separate the large window openings and a recessed doorway to further emphasize the entry to better achieve overall historic district compatibility. These slight changes would not make the building look like a false perception of historic architecture.

PUBLIC NOTICE

On August 22, 2020 Public Notice letters were sent to adjacent property owners with a 300-foot radius of the subject property identified. On August 22, 2020 a Legal Notice for the project was published in the Herald Journal newspaper.

PUBLIC COMMENTS

No comments have been received for this project.

RECOMMENDED CONDITIONS OF APPROVAL

This project is subject to the proponent or property owner agreeing to comply with the following conditions as written, or as may be amended by the Historic Preservation Committee.

1. Any representations by the proponent at the Historic Preservation Committee hearing that is approved shall be incorporated into the final action as conditions of approval and recorded on the Certificate of Appropriateness.
2. The Historic Preservation Committee approves the proposed building materials.
3. Additional horizontal banding features shall be added between the ground floor and upper floor to achieve historic compatibility.
4. The entryway shall be recessed to add emphasis and achieve historic compatibility.
5. Exterior lighting shall comply with the Land Development Code §17.36.210 and be down-lit concealed source type lighting.

6. Any new signage requires a separate sign permit to be issued by the Community Development Department.
7. The proponent is responsible to ensure that any construction is appropriately permitted and inspected by the Building Safety Division through timely scheduled inspections.
8. Failure to comply with any conditions of approval shall void the permit and require a new Historic Preservation Committee hearing.

RECOMMENDED FINDINGS FOR APPROVAL

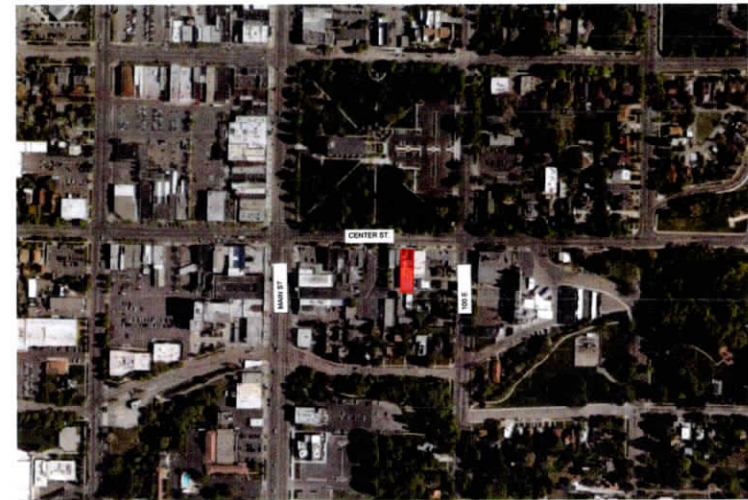
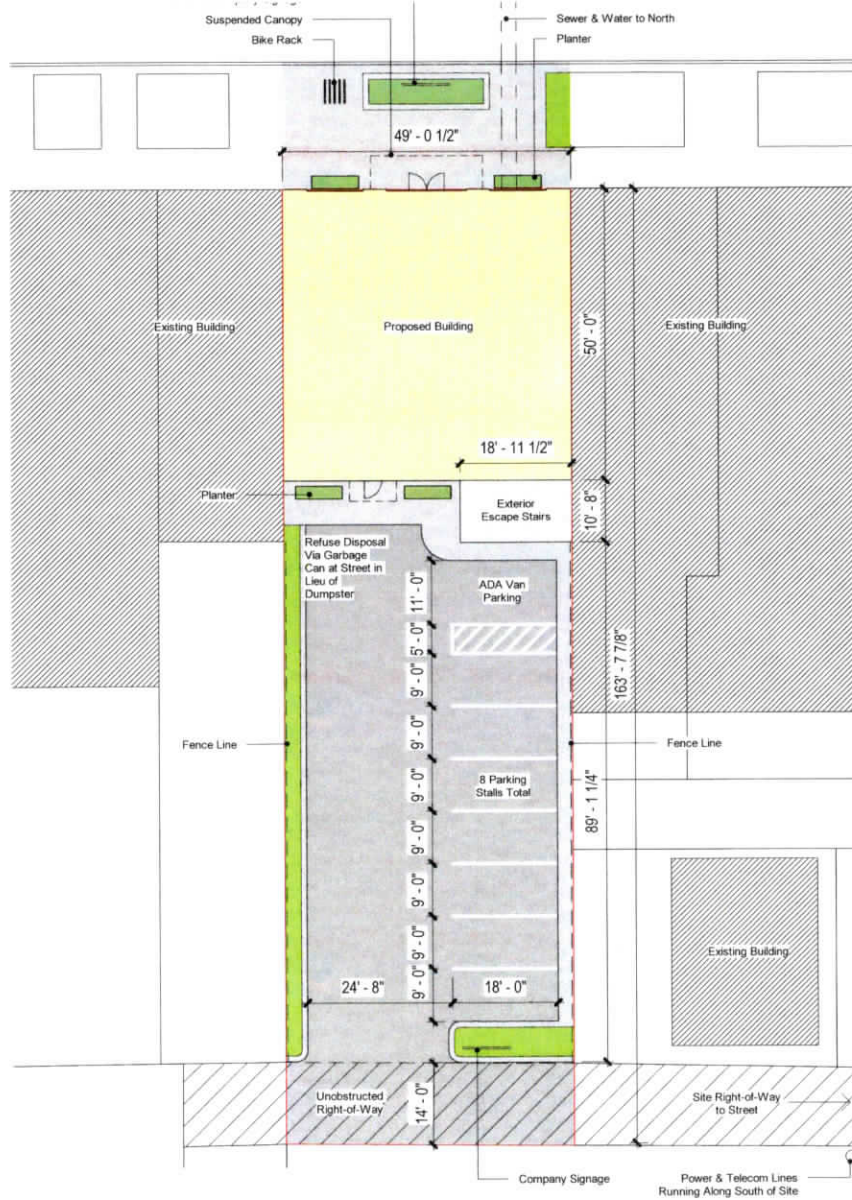
The Historic Preservation Committee bases its decisions on the following findings supported in the administrative record for this project:

1. The project complies with all requirements imposed by Title 17 of the Logan Municipal Code.
2. The project is consistent with the objectives and purpose of the General Plan and Title 17 of the Logan Municipal Code by helping to maintain the Town Center (TC) zone as the central hub for Logan City and Cache Valley.
3. As conditioned, the new construction and materials share the same general features as the majority of the contributing structures and will therefore be compatible to the entire district.
4. As conditioned, the project substantially complies with standards outlined in the *Historic District Design Standards* and the *Secretary of the Interior's Standards for Rehabilitation and Reconstruction*.

This staff report is an analysis of the application based on adopted city documents, standard city development practices, and available information. The report is to be used to review and consider the merits of the application prior to and during the course of the Planning Commission meeting. Additional information may be revealed by participants at the Planning Commission meeting which may modify the staff report and become the Certificate of Decision. The Director of Community Development reserves the right to supplement the material in the report with additional information at the Planning Commission meeting.







Vicinity Map

New Office Building

3500 Net sq ft (4950 Gross sq ft)

Required Parking

1 Stall Per 300 sq ft

3500/300 = 11.7 Stalls

8 Stalls on Site, including ADA Stall

Street Parking Increased Due to Removal of Existing Driveways

Refer to Owner's Narrative For The Discussion of Parking Stalls



72 E Center St Proposed Site Plan
Scale 3/64" = 1'-0"

East Center

Site Plan
18 August 2020



Local Building Precedent



CVB Main Street
Midnight Brick Facade
Stone Base
Double-Height Glazing



CVB Champ Building
Midnight Brick Facade
Stone Base
Large Glazing
Aluminum Entry & Canopy

Exterior Materiality



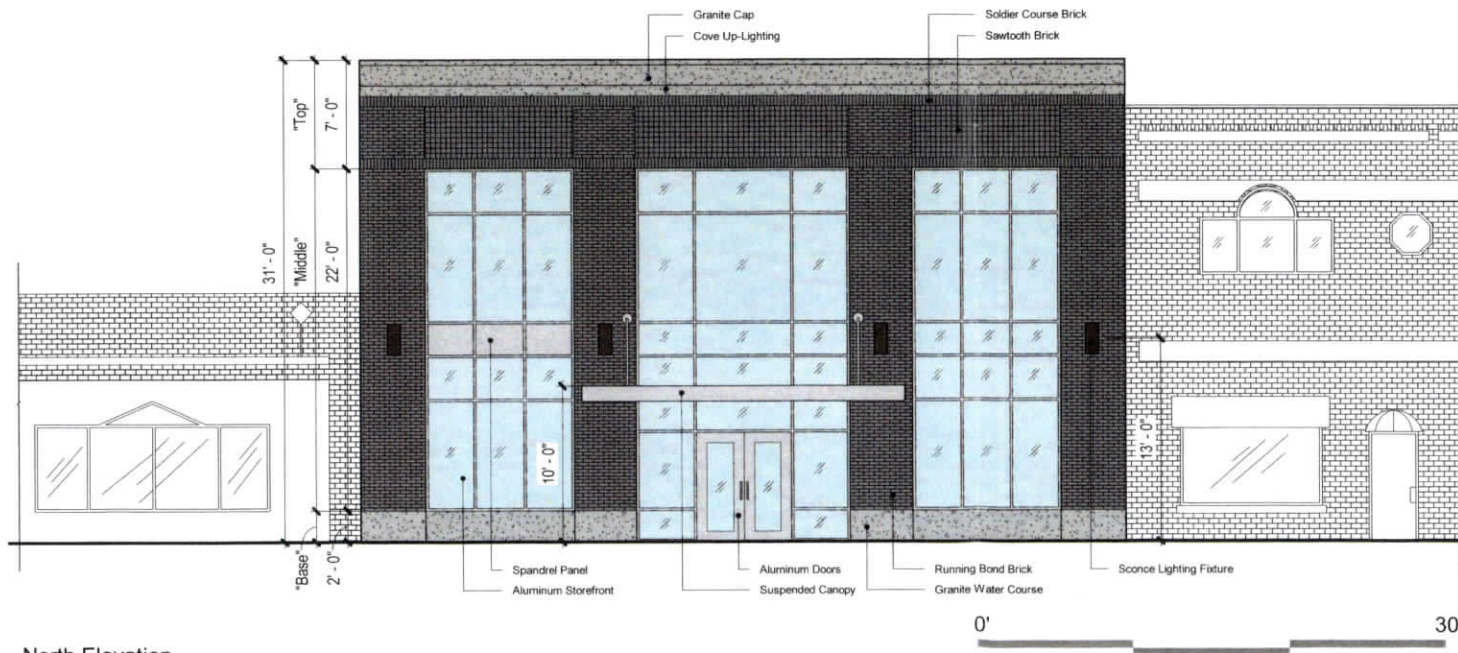
Brick
Midnight, To Match Precedents



Granite
Complementary Grey to Brick



Aluminum
Polished



North Elevation
Scale 1/8" = 1'-0"

East Center

North Elevation
18 August 2020

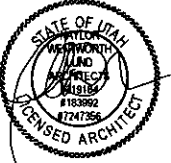


naylor wentworth lund
architects



APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Date Received 8-10-20	Received By	Receipt #	Zone TC-1	Application Number HPG 20-003
PROJECT NAME EAST CENTER BUILDING				
PROJECT ADDRESS 72 E CENTER ST LOGAN, UT 84321			COUNTY PLAT TAX ID # 06 - 029 - 0019	
AUTHORIZED AGENT (Must be accurate and complete) MICHAEL STETTTLER			MAIN PHONE #	
MAILING ADDRESS			CITY	STATE ZIP
EMAIL ADDRESS				
PROPERTY OWNER OF RECORD (Must be listed) MICHAEL STETTTLER			MAIN PHONE # 435-994-9999	
MAILING ADDRESS 700 E 1400 N OFC			CITY LOGAN	STATE ZIP UT 84321
EMAIL ADDRESS mike@stettlercompanies.com				
DESCRIBE THE PROPOSED PROJECT AS IT SHOULD BE PRESENTED (Include as much detail as possible - attach a separate sheet if needed) infill two-story office building for a small, local professional services firm. The building includes a large open lobby, 5 offices and 3 client meeting rooms			Total Lot Size (acres) 0.18	
			Size of Proposed New Building (square feet) 3,000 net	
			Number of Proposed New Units/Lots 1	
- NO SITE ACTIVITY MAY OCCUR UNTIL AFTER APPROPRIATE COMMITTEE APPROVAL -				
I certify that the information contained in this application and all supporting plans are correct and accurate. I also certify that I am authorized to sign all further legal documents and permits on behalf of the property owner.			Signature of Property Owner's Authorized Agent	
I certify that I am the property owner on record of the subject property and that I consent to the submittal of this project. I understand that all further legal documents and permits will be sent to my authorized agent listed above.			Signature of Property Owner 	



**Navor
Wentworth
Lund
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**E CENTER
OFFICE
BUILDING**

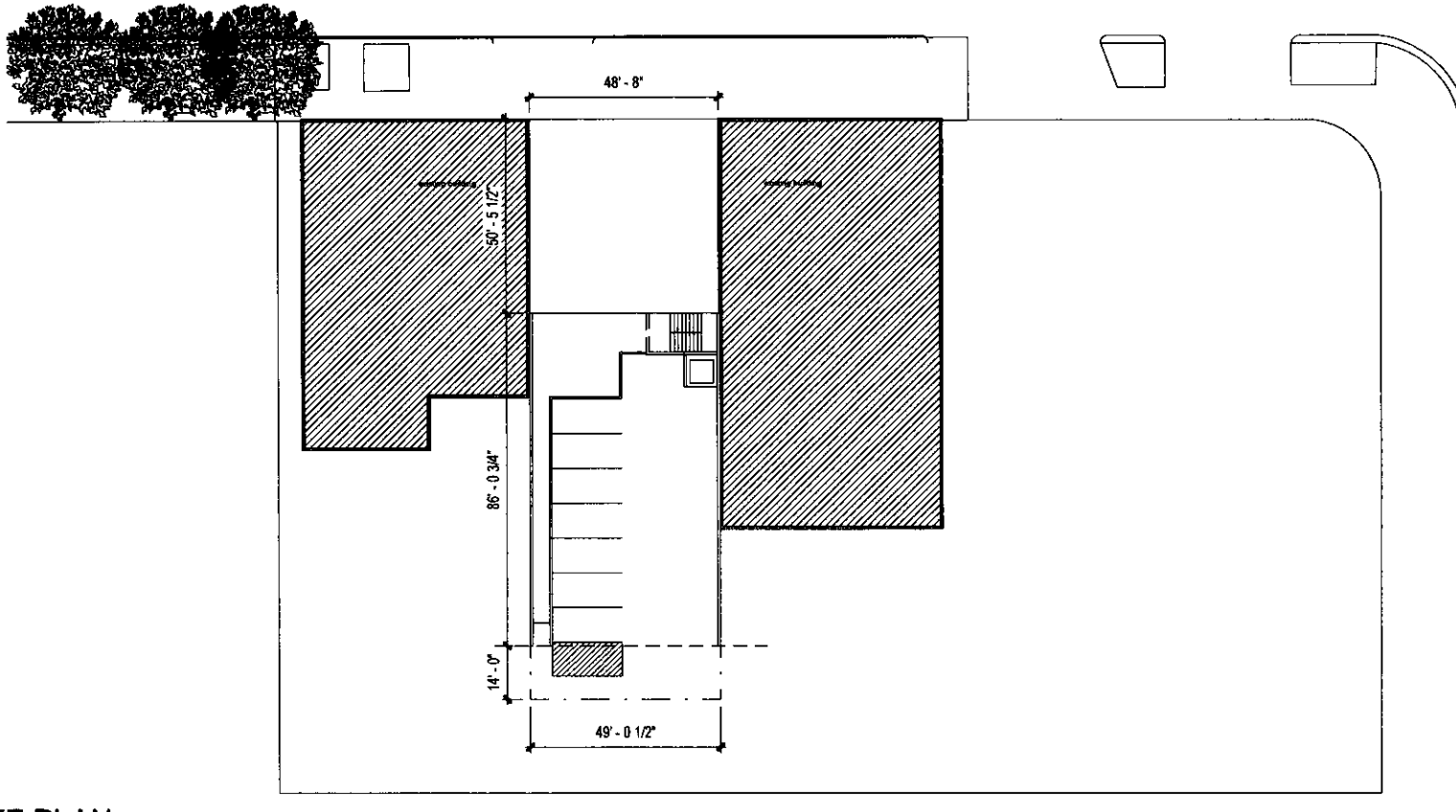
CENTER ST.
LOGAN, UT
84321

SITE PLAN

NOT FOR CONSTRUCTION

08/10/2020

A103



1

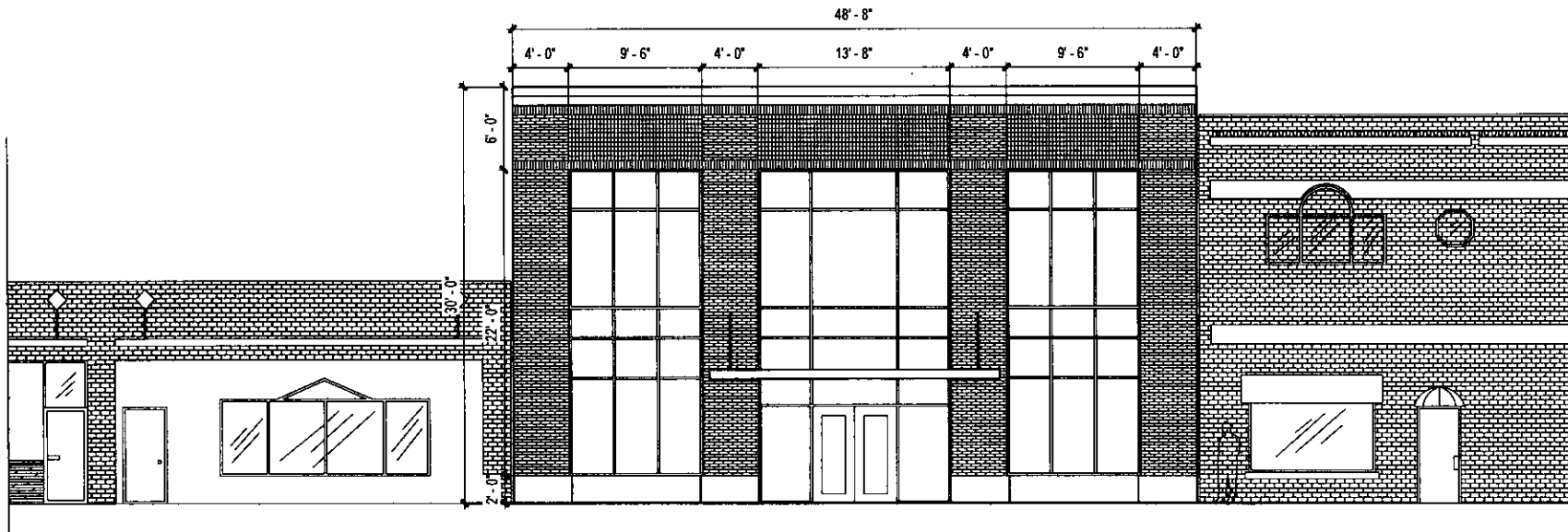
SITE PLAN

Scale: 1" = 30'-0"



**E CENTER
OFFICE
BUILDING**

CENTER ST.
LOGAN, UT
84321



1 NORTH ELEVATION

Scale: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

08/10/2020

A100



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**E CENTER
OFFICE
BUILDING**

CENTER ST
LOGAN, UT
84321

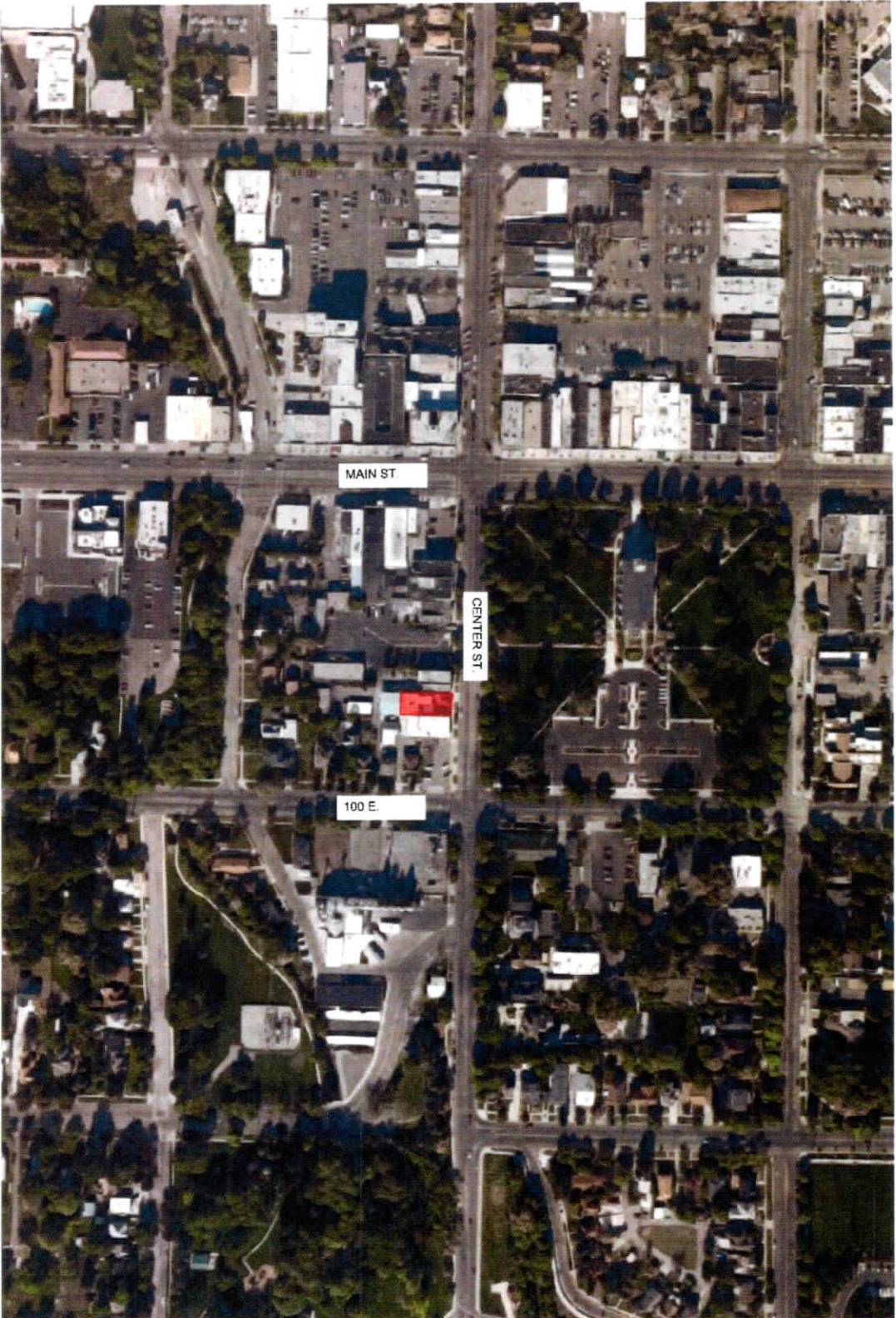
NOT FOR CONSTRUCTION

PERSPECTIVE VIEW

08/10/2020

A101





NOT FOR CONSTRUCTION

VICINITY MAP

08/10/2020

A102

CENTER ST
LOGAN, UT
84321

E CENTER
OFFICE
BUILDING


Navar
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Lund
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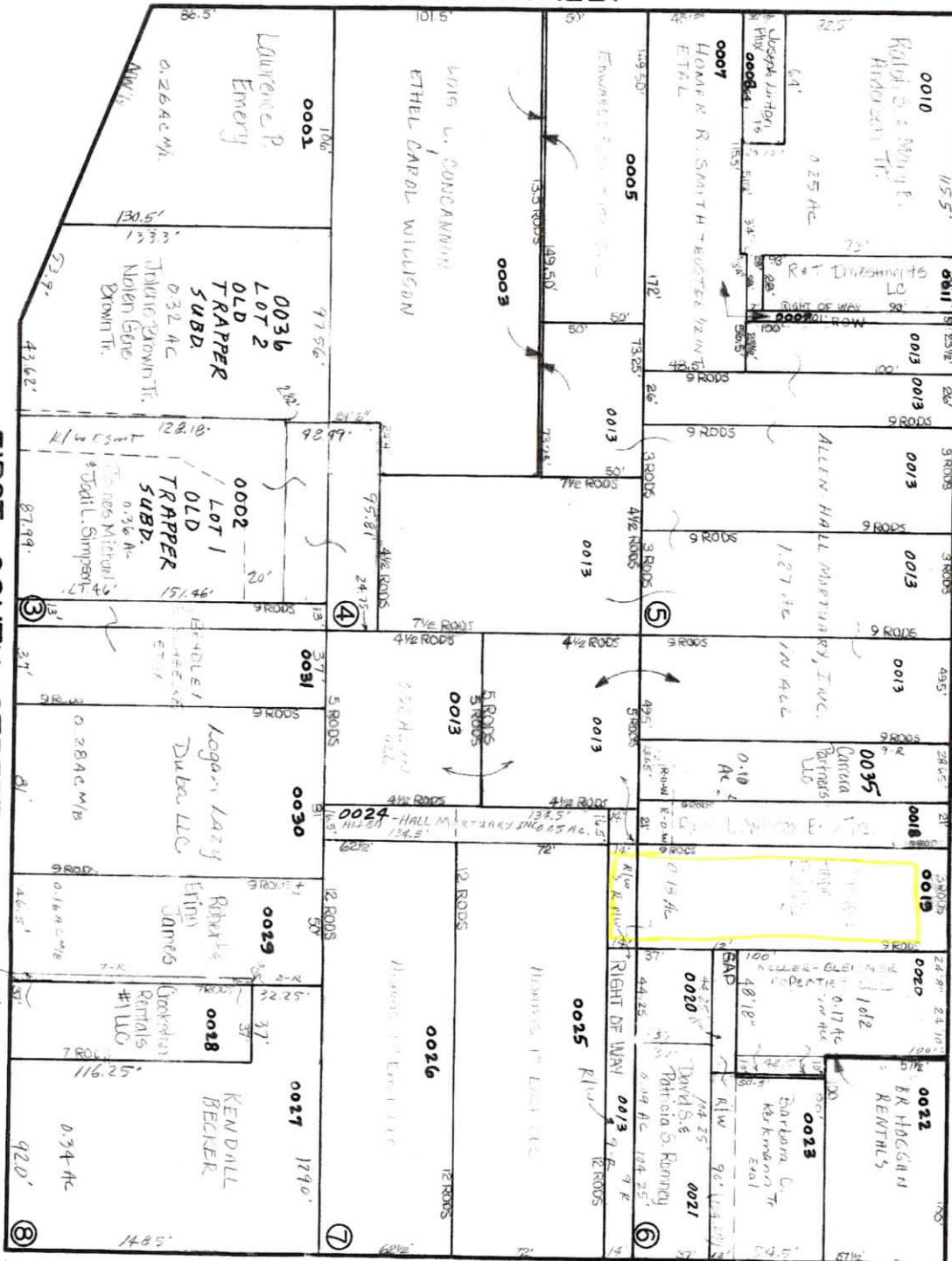
SEE 06-030

MAIN STREET

CENTER STREET

SEE 06-000-2

FIRST SOUTH STREET



FIRST EAST STREET

SEE 06-061



SEE 02-047



REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 20 day of May, 2020 ("Offer Reference Date") M Stettler Construction ("Buyer") offers to purchase from Hess Holdings LLC ("Seller") the Property described below and [] delivers to the Buyer's Brokerage with this offer, or [X] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 5,000.00 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Hickman Land Title company Phone: _____

Received by: _____ on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY

also described as: Parcel No. 06-029-0019
City of Logan County of Cache State of Utah, Zip 84321 (the "Property").
Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) _____

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 170,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

_____ (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non refundable.
\$ _____ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
\$ _____ (c) Seller Financing (see attached Seller Financing Addendum)
\$ 5,000.00 (d) Balance of Purchase Price in Cash at Settlement
PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: ☐ IS ☒ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

[Signature]

[Signature]

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**ADDENDUM NO.
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 20 May 2020, including all prior addenda and counteroffers, between M Staller Construction as Buyer, and Hees Holdings LLC as Seller, regarding the Property located at 72 East Center, Logan UT 84321. The following terms are hereby incorporated as part of the REPC:

\$2,000 earnest money will become non-refundable starting July 01, 2020, then going forward on the 01st of each month an additional \$2,000 earnest money will become non-refundable. The initial earnest money will be used to cover the first two and a half months and buyer will deposit additional earnest money to cover additional months until the close of this transaction. There will be a 5 day grace period for additional earnest money deposits.

Closing date is to be extended from 03 July 2020 to the 01 February 2021.

No commission will be paid.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:**

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☐ Buyer shall have until _____ ☐ AM ☐ PM Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 6/25/20 8:00pm
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

[Signature] 6-26-20 12:00pm
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)