

**REAL PROPERTY EXCHANGE AGREEMENT
BETWEEN
THE TOWN OF JEROME AND JEROME HISTORICAL SOCIETY**

This Real Property Exchange Agreement (“Agreement”) is made and entered into this _____ day of _____, 2026 (the “Effective Date”), by and between the Town of Jerome, an Arizona municipal corporation (“Town”), and the Jerome Historical Society, an Arizona nonprofit corporation (“JHS”). The Town and JHS are the only parties to this Agreement; each is an individual “Party,” and together they are the “Parties.”

RECITALS

A. The Town owns an approximately 0.07-acre parcel of real property (APN 401-06-126) located near the northeast corner of Queen Street and First Avenue, as described and depicted in Exhibit 1, attached hereto and incorporated as if fully set forth herein (the “Town Parcel”).

B. JHS owns an approximately 0.07-acre parcel of real property (APN 401-06-086A) located on the west side of Rich Street, approximately 233 ft. north of the Main Street and Rich Street intersection, as described and depicted in Exhibit 2, attached hereto and incorporated as if fully set forth herein (the “JHS Parcel”).

C. To further each Party’s respective development interests, the Parties desire to exchange ownership of the Town Parcel and JHS Parcel (the “Parcels”) and enter into this Agreement to specify the terms and conditions upon which each Party has agreed to enter into and perform the property rights exchange contemplated by the above recitals.

AGREEMENT

In consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. To the extent permitted by law, this Agreement will commence upon the Effective Date and will terminate when the Parties’ obligations are fully completed, or six months from the Effective Date, whichever occurs first.

2. Exchange and Conveyance; Consideration. Subject to obtaining the consent of any lender(s) with security interest(s), if any, encumbering the Parcels, and subject to the requirements of A.R.S. § 9-407, the Parties agree to simultaneously convey their respective Parcels to each other, and to accept the Parcels so conveyed. In furtherance thereof, each Party agrees to deposit into escrow at Yavapai Title Agency, 716 S. Main St. Cottonwood, AZ 86326 (“Escrow”), a special warranty deed (“Special Warranty Deed”), evidencing the above-referenced conveyances, subject only to those items of record upon which the Parties agree in each such Special Warranty Deed (“Permitted Exceptions”). The Parties agree to jointly engage the services of the Escrow, direct Escrow to furnish to each receiving Party a preliminary title report for the Parcels showing the title vesting and all matters of record affecting title to each Parcel, and execute any supplemental escrow instructions as Escrow may require (not inconsistent with the terms hereof). Upon Closing,

Escrow shall cause a standard owner's policy of title insurance to be issued for each such Parcel, insuring each such conveyance and Special Warranty Deed, subject only to the Permitted Exceptions.

3. Inspection Rights. Either Party may, at that Party's sole option and expense, conduct such inspections or surveys as the Party deems necessary, including but not limited to, inspections to determine environmental conditions, provided that the respective Parcels are reasonably restored to their condition as existed prior to the inspection and no liens are placed against or attach to the Parcels. Each Party shall give reasonable notice to the other Party before any such inspection.

4. Close of Escrow. The Parties agree that the date upon which the Special Warranty Deeds have been recorded in the Official Records of the Yavapai County Recorder ("Close of Escrow") for the transactions set forth in Section 2 shall occur no later than 60 days after the Effective Date, or as soon thereafter as is reasonable, provided that all of the following conditions precedent have been satisfied:

4.1 The lender(s) with security interest(s) encumbering any Parcel(s) have consented in writing to the conveyance of the Parcel(s) by exchange, and executed and deposited into escrow the necessary release(s) of deed of trust(s).

4.2 The Parties have deposited into Escrow the Special Warranty Deed at least one day prior to the Close of Escrow.

5. Closing Costs; Prorations. The Town will pay all closing, escrow, and recording costs, as well as the cost of the standard owner's policy of title insurance for each Parcel. A Party seeking additional coverage or endorsements for a title policy shall, at its own expense, bear the cost of the additional coverage or endorsements sought. Escrow will prorate real estate taxes and assessments, if any, against each Parcel as of the Close of Escrow, based on the latest information available to Escrow. All prorations or adjustments called for in this Agreement are to be made based on a 30-day month and a 360-day year, unless Escrow is otherwise specifically instructed in writing by the Parties.

6. Properties Exchanged As-Is; No Representations. The Parties are acquiring the Parcels in an "AS IS" condition at the Close of Escrow.

6.1 Each Party acknowledges and agrees that the other Party and its agents have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever (unless expressly and specifically contained in this Agreement), whether past, present, or future, of, as to, concerning, or with respect to any of the Parcels including, without limitation:

A. The Parcel's value, nature, quality, or condition, including, without limitation, the water, soil, and geology, and status of any permits and governmental approval;

B. The Parcel's suitability for any and all activities and uses a user may conduct thereon;

C. The Parcel's compliance with any laws, rules, ordinances, or regulations of any applicable governmental authority or body; and

D. Other matters with respect to the Parcel, including any representation regarding Hazardous Materials or that the Parcel complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders. As used herein, the term "Hazardous Materials" includes without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (RCRA), (42 U.S.C. Sections 6901, et seq.), the Clean Water Act, (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, (15 U.S.C. Sections 2601 et seq.), each such Act as amended from time to time, or in the rules, regulations, and publications adopted and promulgated pursuant thereto, or in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state, or local environmental law, ordinance, rule, or regulation now or hereafter in effect.

6.2 Each Party further acknowledges and agrees that, having been given the opportunity to inspect the Parcels, each Party is relying and shall rely solely on its own investigation thereof and not on any information provided or to be provided by the other Party. Each Party agrees that the other Party is not, and shall not be, liable or bound in any manner by any statements, representations, or information pertaining to the Parcel, whether acquired or exchanged, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or any other person. Each Party further acknowledges and agrees that, to the maximum extent permitted by federal, state, or local law, the Parcel exchange provided for herein is made on an "AS IS" condition and basis with all faults. The provisions of this Section shall survive the recordation of the Special Warranty Deeds recorded in the Official Records of the Yavapai County Recorder's Office.

6.3 The Parties acknowledge the existence on each property of certain junk, debris, and rubbish, particularly including an accumulation of scrap concrete on the Town Parcel. The Parties agree to cooperate in good faith to achieve any necessary cleanup on either property, with each Party taking primary responsibility for the property it owns and controls at any particular time. Without limitation to the foregoing, the Parties agree to cooperate in good faith for the removal of junk concrete from the Town Parcel, with JHS having primary responsibility for such removal and the Town providing reasonable assistance to the best of its ability with available resources and manpower..

7. Reciprocal Indemnity. Each acquiring Party shall indemnify, protect, defend, and hold the other Party harmless for, from, and against any and all claims, costs, liabilities, judgments, losses, or expenses (including, without limitation, attorneys' fees and costs) arising out of, resulting from, or connected with any matters or conditions first occurring as a result of the acquiring Party's

activities (and those of its employees, agents, contractors, representatives, guests, licensees, or invitees) on the respective Parcel following the recordation of the Special Warranty Deeds and during the acquiring Party's ownership of the Parcel. Each conveying Party shall indemnify, protect, defend, and hold the acquiring Party harmless for, from, and against any and all claims, costs, liabilities, judgments, losses, or expenses (including, without limitation, attorneys' fees and costs) arising out of, resulting from, or connected with any matters or conditions first occurring on the Parcel prior to the Close of Escrow during the conveying Party's ownership thereof.

8. Further Acts. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgements, permits, and instruments as the other Party may reasonably require to consummate, evidence, confirm, or carry out the matters contemplated by this Agreement or confirm the status of this Agreement, and the performance of the obligations hereunder, at any time.

9. Commissions. The Parties hereby represent to each other that they have not dealt with any broker or agent or with any finder concerning the purchase or exchange of the Parcels. Each Party shall defend and hold the other harmless from all liability and expense, including, without limitation, attorneys' fees, arising from any claim by any broker, agent, or finder for commissions, finder's fees, or similar charges because of any act of such Party.

10. Approval as to Form. The Town Attorney, by his signature on this Agreement, represents only that this Agreement has been signed by a representative of JHS with legal authority to sign this Agreement.

11. Representations. Each Party represents and warrants to the other Party that:

11.1 Except as otherwise qualified or limited herein, each Party executing this Agreement has the full right, power, and authority to enter into and perform this Agreement, and the execution, delivery, and performance of this Agreement by that Party have been duly authorized, agreed to, and are in compliance with the organizational documents of that Party.

11.2 Except as otherwise qualified or limited herein, all consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further corporate action needs to be taken in connection with such execution, delivery, and performance.

11.3 As of the date of this Agreement, neither Party knows of any litigation, proceeding, or investigation pending or threatened against or affecting that Party that could have a material adverse effect on that Party's performance under this Agreement and that has not been otherwise disclosed in writing or disclosed in this Agreement.

11.4 This Agreement (and each undertaking contained herein) constitutes a valid, binding, and enforceable obligation according to its terms, except to the extent limited by bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

11.5 Except as otherwise qualified or limited herein, the execution, delivery, and performance of this Agreement is not prohibited by, and does not conflict with, any other agreements, instruments, judgments, or decrees to which a Party is otherwise subject.

11.6 No Party has paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of attorneys, appraisers, or engineers.

11.7 Each Party has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

11.8 This Agreement is the product of negotiations and multiple drafts between the Parties and shall not be construed against either Party as the drafter in any action to enforce or interpret any term or provision of this Agreement.

12. Survival of Representation and Warranties. All representations and warranties contained herein shall survive recordation.

13. **No Partnership, Third Person.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, corporation, or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation, or entity shall have any right or cause of action hereunder.

14. Resolution of Disputes. If a dispute arises between the Parties regarding the interpretation or enforcement of this Agreement, the Parties agree to work together in good faith to resolve such dispute, including by attempting to resolve it through mediation prior to filing suit. The Parties agree that such mediation shall be non-binding and that all costs and expenses of the mediation shall be borne equally by the Parties.

15. Notice. All notices, demands, or other communications must be in writing and are deemed to be duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

To JHS: Jerome Historical Society
407 Clark Street
Jerome, AZ 86331
Attn: Mary Beth Barr, President

To the Town: Town of Jerome
600 Clark Street
P.O. Box 335
Jerome, AZ 86331
Attn: Brett Klein, Town Manager

With copy to: Gust Rosenfeld P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: John Gaylord

If either Party changes address, they must give written notice to the other Party. Notice of change of address is deemed effective five days after mailing by the Party changing address.

16. Default.

16.1 If either Party defaults (the “Defaulting Party”) with respect to any of such Party’s obligations, then the other Party (the “Non-Defaulting Party”) shall give written notice in the manner prescribed in Section 15 to the Defaulting Party. The notice shall state the nature of the claimed default and demand that such default be corrected.

16.2 If the default can be reasonably cured by the payment of money, the Defaulting Party will have 20 days from receipt of such notice to cure it. If an action other than payment of money is reasonably required to cure the default, the Defaulting Party will have 60 days from receipt of such notice to cure it.

16.3 This Section shall not limit any other rights, remedies, or causes of action, whether at law or in equity, that either Party may have.

17. Remedies.

17.1 If the default is not cured within the time periods set forth in Section 16 above, the Non-Defaulting Party shall have all remedies available to it at law or in equity, subject to the limitations set forth herein. Either Party, or any successor-in-interest or assignee, may institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including but not limited to suits for declaratory relief, specific performance, relief in the nature of mandamus, and actions for damages, provided that claims for damages shall be limited to actual damages as of the time of entry of judgment.

17.2 The Parties hereby IRREVOCABLY AND UNCONDITIONALLY waive AND RELINQUISH any right to seek consequential, punitive, multiple, exemplary, or any damages other than actual damages.

18. Time is of the Essence. Time is of the essence in implementing the terms of this Agreement.

19. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, each Party’s executors, administrators, successors, and permitted assigns.

20. Waiver. If either Party fails to require the other Party to perform any provision of this Agreement, that failure does not prevent the other Party from later enforcing that provision. Neither Party is released from any responsibilities or obligations imposed by law or this Agreement if the other Party fails to exercise a right or remedy. No waiver of any provision of this Agreement

shall be binding upon either Party unless in writing signed by both Parties. Nor shall this Agreement act to waive any preliminary or final plat requirement, if any, or other applicable law, unless specifically addressed herein.

21. Governing Law; Choice of Forum. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yavapai (or, as may be appropriate, in the Justice Courts of Yavapai County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms hereof.

22. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses a Party from undertaking any contractual commitment to perform under any provision hereunder, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

23. Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory or equitable relief, the prevailing party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging, and meal costs of the Party and witnesses, costs of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute.

24. Conflict of Interest. This Agreement is subject to Ariz. Rev. Stat. § 38-511. Town may cancel this Agreement without penalty or further obligations by Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

25. Entire Agreement. This Agreement (including exhibits) shall constitute the entire agreement between the Parties, and no modification hereof shall be binding, unless in writing and signed by both Parties. All prior and contemporaneous agreements, representations, and understandings of the Parties regarding the transaction contemplated herein, oral or written, are hereby superseded and merged herein.

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same

instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the Parties' signatures may be physically attached to a single document.

27. Estoppel Certificate. The Parties agree that upon receiving a Party's written request for a written statement certifying the current status of the Agreement, including whether or not a Party is in default of any obligation or duty set forth herein, the receiving Party shall have 21 days to execute, acknowledge, and deliver the statement to the requesting Party. Any such certificate may be relied on by a prospective purchaser of any part or portion of the described Parcel, or any prospective lender.

28. Amendment. No change, modification, or addition is to be made to this Agreement except by written amendment executed by the Parties.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this document to be executed as of the Effective Date.

“Town”

TOWN OF JEROME,
an Arizona municipal corporation

“JHS”

JEROME HISTORICAL SOCIETY,
an Arizona nonprofit corporation

Christina “Alex” Barber, Mayor

Mary Beth Barr, President

ATTEST:

Brett Klein, Town Manager/Town Clerk

APPROVED AS TO FORM:

John A. Gaylord, Town Attorney

EXHIBIT 1
TO
REAL PROPERTY EXCHANGE AGREEMENT

[Town Parcel]

Description

Yavapai County Assessor's Parcel No. 401-06-126

Depiction



EXHIBIT 2
TO
REAL PROPERTY EXCHANGE AGREEMENT

[JHS Parcel]

Legal Description

The surface and ground to a depth of 25 feet immediately beneath the surface of Lots 6 and 7, Block 10, JEROME, according to the plat of record in Book 2 of Maps, Page 18, records of Yavapai County, Arizona.

EXCEPT that portion lying within the following described property:

BEGINNING at the Southeast corner of said Block 10, from which Corner No. 3 of the Florencia Patented Mining Claim USMS No. 1076-A bears South 41°53' West, a distance of 262.12 feet; Thence North 22°57'30" West, a distance of 45.16 feet to the Northeast corner of Block 10; Thence South 66°16'30" West, a distance of 4.00 feet; Thence South 02°00'00" East for a distance of 40.00 feet; Thence South 30°54'30" West, a distance of 78.05 feet to a point on the side line of said Florencia Mining Claim; Thence North 41°53' East, a distance of 90.00 feet to the POINT OF BEGINNING.

Depiction

