

REAL ESTATE PURCHASE CONTRACT

IF SIGNED THIS IS A LEGALLY BINDING DOCUMENT.

THIS AGREEMENT is effective as of December 30, 2024 ("Effective Date") and is entered into by the following parties:

Buyer: San Juan County, a political subdivision of the State of Utah

Seller: The San Juan County Community Fund, A Utah Non-Profit corporation formerly known as Monticello Community Foundation

PROPERTY:

Seller shall convey to Buyer the Property described below by general warranty deed, including all appurtenances pertaining thereto:

Parcel No. A0000013003F:

Beginning at a point which is North 40 feet of the Northwest corner of Lot 2, Block 13, Monticello Townsite Survey, Plat A; and running thence North 45 feet; thence East 100 feet; thence South 45 feet; thence West 100 feet to the point of beginning.

EXCEPTING all oil, gas and minerals and mineral rights

Buyer shall convey to Seller the Property described below by general warranty deed, including all appurtenances pertaining thereto:

Parcel No.: To be created prior to exchange

Beginning at a point of land within the SE1/4 of Section 30, Township 33 South, Range 24 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows; Beginning at a point located North 1193.00 feet and East 1039.36 feet from the S1/4 corner of said Section 30, said point is the northwest corner of the Cresto Tract as described in a warranty deed and recorded in book 1097 page 545; thence N00° 03'00"W 186.58 feet, thence East 227.17 feet, thence S00° 10'21 "E 136.58 feet, thence N89° 49'39"E 25.00 feet, thence S00° 10'21 "E 50.08 feet to the north line of said Cresto Tract, thence West 252.57 feet to the point of beginning, containing 1.00 acres more or less.

SEE EXHIBIT "A" ATTACHED HERETO

PROPERTY EXCHANGE:

Upon execution of this agreement, Buyer shall record with the County Recorder the necessary documents to transfer ownership of the 1-acre property to the San Juan County Community Fund.

The Buyer is paying \$1.00 for the Property and that payment shall be in the form of transferring ownership of parcel A0000012002A currently owned by the Buyer.

Seller shall remove the existing building from their property in anticipation that the property will be used with the adjoining County parcel for the construction of a new Public Safety Administration, Justice Court and District Court building.

If Seller is in default of its obligations under this Agreement, Buyer may choose to terminate this Agreement.

DUE DILIGENCE:

Buyer may conduct all reasonable due diligence, including inspection, hazardous waste testing, environmental studies, appraisal, title report, survey work, and other such due diligence pursuant to reasonable coordination with Seller and on or before the Due Diligence Deadline set forth below. Seller agrees to cooperate in good faith regarding Buyer's due diligence requests and activities.

TITLE INSURANCE:

Seller may provide at Seller's expense an owner's policy of title insurance with standard coverage in at least the amount of the purchase price. Extended coverage is available to Buyer at Buyer's expense. A title report shall be provided by Seller on or before the deadline set forth below if desired.

CLOSING COSTS:

Each party will be responsible for their own closing costs as may be assessed by the closing agent if any closing costs exist.

POSSESSION:

Buyer will be entitled to possession of the Property upon recording of the warranty deed.

DEADLINES:

Title Report Deadline:	within 10 days of Effective Date.
Due Diligence Deadline:	within 45 days of Effective Date.
Closing Deadline:	on or before 50 days of the Effective Date.

SUCCESSORS AND ASSIGNS:

The terms and conditions of this Agreement shall be binding upon the successors and assigns of the undersigned.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands effective the day and year first above written.

BUYER:

SELLER:

By:

By:

Its:

Its:

Exhibit A

Legal Description:

Beginning at a point which is North 40 feet of the Northwest corner of Lot 2, Block 13, Monticello Townsite Survey, Plat A; and running thence North 45 feet; thence East 100 feet; thence South 45 feet; thence West 100 feet to the point of beginning.

In Exchange for

Beginning at a point located North 1193.00 feet and East 1039.36 feet from the S1/4 corner of said Section 30, said point is the northwest corner of the Cresto Tract as described in a warranty deed and recorded in book 1097 page 545; thence N00° 03'00"W 186.58 feet, thence East 227.17 feet, thence S00° 10'21 "E 136.58 feet, thence N89° 49'39"E 25.00 feet, thence S00° 10'21 "E 50.08 feet to the north line of said Cresto Tract, thence West 252.57 feet to the point of beginning, containing 1.00 acres more or less.