

MINERAL RIGHTS PURCHASE CONTRACT

OFFER TO SELL

SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "Seller"), offers to sell the Mineral Rights described below to Patricia A. Robichaux as to an undivided 15% interest, JJ Associates, a trust as to an undivided 10.11 % interest; M.V.I., a trust as to an undivided 8.00% interest; V.C.I., a trust as to an undivided 49.90% interest; and Cliffedge Limited Partnership as to an undivided 16.99% interest (collectively, the "Buyers") on the terms and conditions contained herein.

1. PROPERTY: This sale shall include all reserved mineral rights and related interests in, upon, under or that may be produced from two parcels identified as Tax Id. Nos. 32-20-400-018 and 32-20-400-030 held by the Seller pursuant to certain Mineral Deeds recorded on June 4, 2008 as Entry No. 10444659 and Entry No. 10444660 in the Salt Lake County Recorder's Office (the "Property"). The Property is more fully described in Exhibit A.

1.1 INCLUDED ITEMS: These items are included with this sale: N/A

1.2 EXCLUDED ITEMS: These items are excluded from this sale: N/A.

2. PURCHASE PRICE: The purchase price shall be Five Hundred Dollars (\$500.00), which shall be payable at closing.

3. CLOSING: This transaction shall be closed on or before January 30, 2019. Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the escrow/title company), all documents required by this contract, by written escrow instructions, and by applicable law, (b) the monies required to be paid under these documents have been delivered to Seller in the form of cashier's check, collected or cleared funds.

4. POSSESSION: Sellers shall deliver a quitclaim deed to Buyers at closing in substantially the same form as attached as Exhibit A.

5. AGENCY DISCLOSURE: At the signing of this contract, the Sellers are not represented by a real estate broker. Buyer is not obligated to pay any real estate commission in this transaction.

6. CONTINGENCIES: None.

7. ADDENDUM: None.

8. SELLER'S WARRANTIES: Sellers warrants to Buyer the following:

8.1 To Seller's knowledge there are no third-party financial, legal or equitable interest in the mineral rights and the Seller has full right and authority to convey free of all financial encumbrances.

8.2 Seller agrees that after executing this Agreement it will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be party to any oral understandings or agreements affecting the Mineral Rights, which may become binding upon Buyer.

9. AUTHORITY OF SIGNERS: If Buyer is a corporation, partnership, trust, estate, or other entity, the person executing this contract on its behalf warrants his or her authority to do so and to bind the Buyer. The Seller, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Seller. In the event this agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Council, and to execution by the County Mayor.

10. COMPLETE CONTRACT: This instrument, together with its addenda and any attached exhibits, constitutes the entire contract between the parties, and supersedes and replaces all prior negotiations, representations, warranties, understandings, or contracts between the parties. This contract cannot be changed except by written agreement of the parties.

11. GRAMA: Seller acknowledges that this Agreement and other documents are subject to public disclosure by Buyer upon approval and ratification of this Agreement by the County Council pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Seller deems any documents or portions of documents to be proprietary and protected, Seller must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Seller will be pursuant to GRAMA and at the sole discretion of Buyer.

12. ETHICAL STANDARDS: Buyer represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

13. CAMPAIGN CONTRIBUTIONS: Buyer acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Buyer also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with Seller maybe prohibited from making certain campaign contributions to County candidates. Buyer further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Buyer represents, by executing this Agreement, that Buyer has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

14. ABROGATION: Except for express warranties made in this contract, the provisions of the contract shall not apply after closing.

15. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to in writing by all parties.

16. **ELECTRONIC TRANSMISSION AND COUNTERPARTS:** Electronic transmission (including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. If the transaction involves multiple Buyers or Sellers, electronic transmissions may be executed in counterparts.

17. **ACCEPTANCE:** Acceptance occurs when Seller or Buyers, responding to an offer or counter offer of the other: (a) signs the offer or counter offer where noted to indicate acceptance, and (b) communicates to the other party or the other party's agent that the offer or counter offer has been signed as required.

(Seller's Signature)
Real Estate Division

(Offer Date)

Notice Address: Salt Lake County Real Estate Division
2001 South State Street, #S3-110
Salt Lake City, Utah 84190-3100
Phone: 385-468-0341

Salt Lake County Mayor or Designee

Date

ACCEPTANCE

Buyer accepts the foregoing offer on the terms and conditions specified above. Notice Address:

Patricia A. Robichaux
Patricia A. Robichaux

(Date)

(Time)

JJ Associates, a trust
JJ Associates, a trust

By: Art J. Drake

Its: Trustee

(Date)

(Time)

M.V.I., a trust
M.V.I., a trust

By: La Rue Ripplinger

Its: Trustee

(Date)

(Time)

V.C.I., a trust
V.C.I., a trust

By: Garl R Drake

Its: Trustee

(Date)

(Time)

Cliffledge Limited Partnership
Cliffledge Limited Partnership

By: P.A. Robichaux (Patricia A.)

Its: PARTNER

(Date)

(Time)

Exhibit A

Parcel 1 (Tax ID # 32-20-400-018)

All of that entire tract of land described in that Trustee's Deed, recorded December 4, 2003 as Entry No. 8915871 in Book 8920, at Page 1331 in the Office of the Salt Lake County Recorder, said entire tract is described as follows:

All of Lot 2, Section 20, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting therefrom the following described property:

Beginning South 86°42' West 973.58 feet from the Southeast corner of said Section 20; and running thence South 86°42' West 804.82 feet; thence North 00°05'50" East 580.84 feet; thence South 88°16'35" East 801.47 feet; thence South 00°09'22" East 510.51 feet to the point of beginning.

Also Less and Excepting from the property first described above the following:

The East half of the Northwest Quarter and the West Half of the Northeast Quarter, of said Lot 2.

Also Less and Excepting from the property first described above the following:

Beginning South 0°09'22" East 1320 feet from the East Quarter corner of said Section 20; thence South 0°09'22" East 679.87 feet; thence North 88°25'54" West 322.807 feet; thence North 0°09'22" West 670.156 feet; thence North 89°50'38" East 322.661 feet to the point of beginning.

Parcel 2 (Tax ID # 32-20-400-030)

All of that entire tract of land described in that Trustee's Deed, recorded December 4, 2003 as Entry No. 8915868 in Book 8920, at Page 1325 in the Office of the Salt Lake County Recorder, said entire tract is described as follows:

The East Half of Lot 3, Section 20, Township 4 South, Range 2 West, Salt Lake Base and Meridian.

Less and Excepting therefrom the following described property:

Beginning South 86°42' West 2997.36 feet along the Section line from the Southeast corner of said Section 20; and running thence North 0°05'50" East 668.76 feet; thence South 89°32'23" East 164.17 feet; thence South 0°05'50" West 657.97 feet; thence South 86°42' West 164.45 feet to the point of beginning.