



RESOLUTION 2014-925

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
AUTHORIZING THE EXECUTION AND DELIVERY OF ALL INSTRUMENTS
NECESSARY TO CONSUMMATE THE PURCHASE OF RIGHTS OF WAY**

WHEREAS, municipalities may under A.R.S. §§9-421, Purchase Real Property, and

WHEREAS, the Town's intent is to acquire parcels 404-30-198, 404-30-199 and 404-30-200, consisting of approximately .07 acres, for public Rights Of Way; and

WHEREAS, the purchase price for said Rights of Way shall not exceed \$250.00,

NOW THEREFORE, THE MAYOR AND COMMON COUNCIL RESOLVE TO AUTHORIZE THE MAYOR TO EXECUTE ALL INSTRUMENTS NECESSARY TO CONSUMMATE THE PURCHASE OF APPROXIMATELY .07 ACRES FOR PUBLIC RIGHTS OF WAY AND DIRECT THE DELIVERY OF SUCH INSTRUMENTS TO YAVAPAI TITLE COMPANY.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON JUNE 18, 2014.

Handwritten signature of Charles C. German in blue ink.

Charles C. German, Mayor

Attest:

Handwritten signature of Deborah Barber in blue ink.
Deborah Barber, Town Clerk 6-30-14

Approved as to form:

Handwritten signature of William J. Sims III in blue ink.
William J. Sims III, Town Attorney

Yavapai Title Agency, Inc.

527 S. Main St. Suite 1
Camp Verde, AZ 86322
Phone: (928) 567-0590 • Fax: (888) 331-0594
Where Excellence is Tradition



July 31, 2014

2014-925

The Town of Camp Verde
Deborah Ranney
473 S. Main St.
Camp Verde, AZ 86322

RE: Escrow No.: 09003524-009-EJ
Seller/Buyer: Four R. Holdings LLC/The Town of Camp Verde
Property Address: , Camp Verde, AZ 86322

In connection with the above referenced escrow, we enclose the following items:

- Copy of Final Closing Statement
- Settlement Agent's Statement
- Tax - Information to New Buyer/Property
- Signed copy of closing documents
- Original recorded Deed

We would like to thank you for the opportunity of serving you and hope that you will contact us again for your escrow and title needs.

Sincerely,


Elissa Jewell
Branch Manager

404-30-199

Cliff house draw

404-36-200

Cliff house draw

originals filed w/ rights of way

YAVAPAI TITLE AGENCY, INC.

527 S. Main St., Suite 1, Camp Verde, AZ 86322

Phone: (928) 567-0590 Fax: (888) 331-0594

Closing Statement

Final

Escrow No: 09003524 - 009 EJ

Close Date: 07/31/2014

Proration Date: 07/31/2014

Date Prepared: 7/31/2014

Buyer(s)/Borrower(s): The Town of Camp Verde

Seller(s): Four R. Holdings LLC

Property:

Camp Verde, AZ 86322

Buyer Debit	Buyer Credit	Description	Seller Debit	Seller Credit
57.58		Total Consideration		57.58
	900.16	Deposit/Earnest Money		
		RECORDING FEES:		
25.00		Recording Fees to Yavapai Title Agency, Inc.		
25.00		ordinance to Yavapai Title Agency, Inc.		
		ADDITIONAL CHARGES:		
28.79		2013 tax 404-30-199/9 to Yavapai County		
		Treasurer		
28.79		2013 tax 404-30-200/8 to Yavapai County		
		Treasurer		
		ESCROW AND TITLE CHARGES:		
315.00		Escrow Fee to Yavapai Title Agency, Inc.		
420.00		Owners Policy \$57.58 to Yavapai Title		
		Agency, Inc.		
900.16	900.16	Sub Totals	0.00	57.58
0.00		Refund Due Buyer/Borrower	57.58	
		Proceeds Due Seller		
900.16	900.16	Totals	57.58	57.58

at the request of Yavapai Title Agency, Inc.

When recorded mail to
The Town of Camp Verde
473 S. Main St.
Camp Verde, AZ 86322

09003524-EJ

Affidavit of Value exempt under A.R.S. 11-1134-A3
Tax Parcel No.: 404-30-199/9 404-30-200/8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,
Four R. Holdings LLC, An Arizona Limited Liability Company
do/does hereby convey to
The Town of Camp Verde, an Arizona Municipality
the following real property situated in Yavapai County, Arizona:
See Exhibit A attached hereto and made a part hereof.

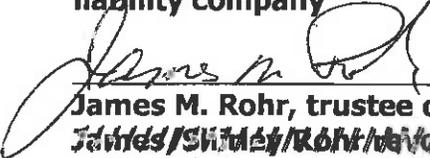
SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: June 24, 2014

Four R. Holdings LLC, an Arizona limited liability company

Four R. Holdings LLC, an Arizona limited liability company



James M. Rohr, trustee of the
~~James/Shirley Rohr Revocable Living Trust~~
~~MEMBER~~
SEE ATTACHED



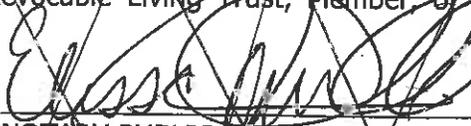
Shirley A. Rohr, trustee of the
~~James/Shirley Rohr Revocable Living Trust~~
~~MEMBER~~
SEE ATTACHED

State of Arizona }
County of } ss.

The foregoing instrument was acknowledged before me this 17th day of July, 2014, by James M. Rohr, as Trustee of the James/Shirley Rohr Revocable Living Trust, Member of Four R. Holdings LLC, an Arizona Limited Liability Company.

*Shirley A. Rohr, trustee





NOTARY PUBLIC

My commission expires: Feb 24 2015

Warranty Deed - Escrow No. 09003524

Exhibit A

Tracts D and E, FORT RIVER CAVES, according to the plat of record in Book 16 of Maps, page 7 and amended in Book 723 of Official Records, page 942 and in Book 732 of Official Records, page 76 and re-recorded in Book 1071 of Official Records, page 462, records of Yavapai County, Arizona.

Yavapai Title Agency, Inc.

527 S. Main St. Suite 1
Camp Verde, AZ 86322
Phone: (928) 567-0590 • Fax: (888) 331-0594
Where Excellence is Tradition



Buyer: The Town of Camp Verde
Buyer's Address: 473 S. Main St., Camp Verde, AZ 86322

SETTLEMENT AGENT'S STATEMENT OF RECEIPT OF SELLER'S NON-FOREIGN STATUS AFFIDAVIT

Property Address: Camp Verde, AZ 86322
Escrow No. 09003524-009-EJ

- I, Elissa Jewell, hereby certify to The Town of Camp Verde (Buyer) that:
- A. I am the settlement/escrow officer in the above referenced transaction ("Transaction");
 - B. I am an employee of Yavapai Title Agency, Inc. which is a "qualified substitute" under Internal Revenue Code (IRC) Section 1445(f)(6); and
 - C. Pursuant to IRC Section 1445(b)(9), each of the following Seller or Sellers, who are all of the Sellers in the Transaction, has provided to me a Non-Foreign Status Affidavit pursuant to IRC Section 1445(b)(2): Four R. Holdings LLC (Sellers)

Executed under penalty of perjury at Camp Verde, AZ 86322 on this 23rd day of July, 2014.



Elissa Jewell
(Settlement/Escrow Officer's Signature)

Note:

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. Pursuant to IRC Section 1445(b)(2) no withholding is required if the transferor (Seller) furnishes to the transferee (Buyer) a Non-Foreign Status Affidavit stating, under penalty of perjury, the transferor's United States Taxpayer Identification Number and that the transferor is not a foreign person.

Section 1445(b)(9) was added to the Internal Revenue Code (IRC) on July 30, 2008 in order to provide an alternative procedure for furnishing Non-Foreign Status Affidavits. The alternative procedure allows a Seller to furnish the Non-Foreign Status Affidavit to a "qualified substitute" instead of the Buyer so long as the qualified substitute furnishes a statement to the Buyer stating, under penalty of perjury, that the qualified substitute is in possession of the Non-Foreign Status Affidavit. A qualified substitute is defined as the person (including any attorney or title company) responsible for closing the transaction, other than the Seller's Agent, and the Buyer's Agent. (See IRC § 1445(f)(6)).

YAVAPAI TITLE AGENCY

RECEIPT FOR DEPOSIT

"Where Excellence is a Tradition" - Since 1963

527 S. Main St.
Suite 1
Camp Verde, AZ 86322
(928) 567-0590

RECEIPT NO. 130591

OFFICE: 009 Yavapai Title Agency, Cp.

DATE 7/23/2014

ESCROW NO. 09003524 - 009 - EJ

RECEIVED OF TOWN OF CAMP VERDE

ESCROW NAME Four R. Holdings LLC/The Town

TYPE OF TRANSACTION Closing Funds

IN THE AMOUNT OF \$900.16 IN THE FORM OF CC121000248

NOTICE OF RIGHT TO EARN INTEREST ON DEPOSITED FUNDS

Interest may be earned on all deposited funds by requesting the Escrow Officer who is handling your transaction to place the escrowed funds into an interest bearing account. **The Escrow Agent's charge to setup such an account is \$25.00.** Your funds will earn interest at the prevailing rate of interest paid by the federally insured financial institution where your funds would be deposited [for example, in a typical transaction, a \$1,000.00 deposit for a thirty day (30) period with the prevailing interest rate of 0.25% per annum would earn \$0.21].

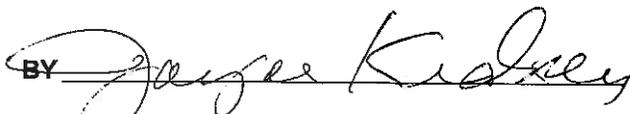
Elissa Jewell - Escrow Officer
527 S. Main St. Suite 1
Camp Verde, AZ 86322
(928) 567-0590

NOTICE OF UNINSURED MONIES PURSUANT TO ARS 6-841.03

Monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government. This disclosure requirement applies to each Buyer and Seller of a Residential Dwelling. Section 6-841.02 defines a "Residential Dwelling" as an owner occupied structure or an investment property that is designed for Residential use by four or fewer families.

Copy of the foregoing provided to the following:

1. Seller
2. Buyer

BY 

ATTENTION SELLERS AND BUYERS OF RESIDENTIAL DWELLINGS

Pursuant to ARS 6-841.02, the title insurer shall offer upon request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent.

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Customer Copy

0007084

11-24

Office AU #

1210(8)

CASHIER'S CHECK

0709400381

Remitter: NONE
Operator I.D.: u318576

PAY TO THE ORDER OF ***YAVAPAI TITLE***

July 17, 2014

One thousand eight hundred twenty-five dollars and 32 cents

***\$1,825.32**

Payee Address:
Memo:

RE: PURCHASE RIGHT OF WAY

WELLS FARGO BANK, N.A.
650 W FINNIE FLATS RD
CAMP VERDE, AZ 86322
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,825.32

Richard Levy
CONTROLLER

⑈0709400381⑈ ⑆121000248⑆4861 511392⑈

Yavapai Title Agency, Inc.

527 S. Main St. Suite 1
Camp Verde, AZ 86322
Phone: (928) 567-0590 • Fax: (888) 331-0594
Where Excellence is Tradition



July 31, 2014

The Town of Camp Verde
Deborah Ranney
473 S. Main St.
Camp Verde, AZ 86322

IMPORTANT TAX INFORMATION - PLEASE READ!!!

Since you have just acquired this property, you MAY NOT receive a tax bill this year. It is YOUR responsibility to contact the **Yavapai County Treasurer's Office, (928) 771-3233, 1015 Fair Street, Prescott, AZ 86305-1852** to obtain the proper tax information. LATE TAXES CARRY A PENALTY REGARDLESS OF WHETHER YOU RECEIVE A TAX BILL OR NOT.

THE TAX PARCEL NUMBER(S) FOR YOUR PROPERTY IS/ARE:

Parcel Number	Parcel Number	Parcel Number	Parcel Number
404-30-199/9		404-30-200/8	

Arizona real property taxes are based on a calendar year (Jan. 1 through Dec. 31) and are payable in arrears. Tax billings are sent out ONLY once a year, in October, and may be paid:

October 1-October 31: You may pay the entire bill OR the first half of the bill (1st half covers period from January 1 to July 1). First half taxes become delinquent and bear penalty interest as of November 1, UNLESS YOU PAY FULL YEAR AMOUNT BY DECEMBER 31ST!

March 1-April 30: You must pay the second half taxes prior to May 1st of the following year to avoid penalty interest (2nd half covers period from July 1 to December 31). NO BILLING is sent for payment of second half taxes.

PROPERTY SPLIT

If you have purchased a PORTION of Seller's property, the tax bill for this year will cover **BOTH** your property and the remaining parcel still owned by Seller (or sold to another buyer). It is the responsibility of seller and buyer to cooperate with each other for payment of taxes in an equitable manner.

PROPERTY RECLASSIFICATION

If you have purchased a property that was shown as a RENTAL property on the previous tax rolls and you will be occupying the property, you may want to contact the County to make sure the change in classification has been made from information provided on the Affidavit of Real Property Value.

NOTE: Taxes have been prorated through escrow based on the latest available tax figures. Yavapai Title Agency, Inc., Inc. has no responsibility and/or liability in connection with any further adjustments of proration, fluctuation in actual tax amounts, agreements regarding payment of taxes on splits, property reclassifications, non-receipt of tax bills or non-payment of taxes by proper persons.

ESCROW INSTRUCTIONS TO:

Yavapai Title Agency, Inc.

527 S. Main St.
Camp Verde, AZ 86322
(928) 567-0590

Escrow No: 09003524-009-EJ

Date: June 24, 2014

Escrow Officer: Elissa Jewell

Four R. Holdings LLC, An Arizona Limited Liability Company

(herein called Seller) whose address is 4141 E. Broken Rock Lp., Flagstaff, AZ 86004 Phone (928) 853-7004

The Town of Camp Verde, an Arizona Municipality

(herein called Buyer) whose address is 473 S. Main St., Camp Verde, AZ 86322 Phone _____
hereby employ Yavapai Title Agency, Inc. to act as Escrow Agent in connection with a sale of the following described property situated in Yavapai County, Arizona, by Seller to Buyer upon the following terms and conditions, which shall be complied with by said parties on or before July 31, 2014 ("Close of Escrow"), except as otherwise specified herein.

Tract D-E, of Fort River Caves

which Seller represents to be: , **Camp Verde, AZ 86322**, Tax Parcel No. **404-30-199/9**

SALES PRICE to be paid by Buyer which is represented by:		<i>Items Marked With "X" Are The Obligations Each Party Will Pay.</i>	SELLER	BUYER
	\$57.58			<input checked="" type="checkbox"/>
EARNEST MONEY TO BE DEPOSITED IN ESCROW	\$	TAXES 2013 And Prior	<input checked="" type="checkbox"/>	
		2014 And Future		<input checked="" type="checkbox"/>
		Prorate To NO PRORATION		
CASH PAYMENT TO BE DEPOSITED IN ESCROW on or before close of escrow	\$57.58	RECORDING FEES:		
		Deed		<input checked="" type="checkbox"/>
		Encumbrance		
BALANCE OF	\$0.00	Agreement		
		Release of Encumbrance		
		Affidavit of Value		
		Other:		
		ESCROW FEES		<input checked="" type="checkbox"/>
		OWNER'S TITLE INSURANCE POLICY		<input checked="" type="checkbox"/>
		LENDER'S TITLE INSURANCE POLICY		

SEE PAGE 2 FOR BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS, IF ANY, FOLLOWED BY TERMS AND CONDITIONS OF ESCROW.

These Escrow Instructions contain Buyer and Seller Additional Sale Terms and Conditions, if applicable, along with 32 paragraphs of Terms and Conditions of Escrow, exclusive of any addenda, supplements or attachments. Please ensure that you have received and read all paragraphs of these Escrow Instructions, as well as any addenda, supplements or attachments.

BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

TERMS AND CONDITIONS OF ESCROW

Seller and Buyer further agree as follows:

DEPOSIT/DISBURSAL OF DOCUMENTS AND FUNDS:

1. Deposit of Documents and Funds.

(a) They will deposit with Escrow Agent the necessary documents and funds to complete this transaction. Except for the earnest money deposit, all funds required hereunder shall be deposited into escrow prior to closing in the form of a cashier's check or wired funds. All foreign funds must be wire transferred in the form of U.S. Dollars.

(b) All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.

2. Disbursement of Funds. Escrow Agent is authorized to pay, from funds deposited and held for said purpose, all amounts necessary to procure the documents and pay the charges and obligations necessary to consummate this transaction. The balance of the proceeds, if any, is to be paid to Seller(s) as their interest(s) may appear. Escrow Agent has no obligation to disburse any funds deposited by check/draft until advised by the bank that the check/draft has been honored. In the event any check/draft given by, or on behalf of, a party is subsequently dishonored, the party receiving the funds agrees to refund any remittance made to that party by Escrow Agent.

3. Completion, Recording and Delivery of Documents.

(a) Escrow Agent is authorized to execute and record on the parties' behalf the Affidavit of Real Property Value using the total consideration for the established value.

(b) Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

(c) Deed Compliance. Seller authorizes Escrow Agent, if necessary, to change the Buyer's name on the executed deed to match the Buyer's name exactly as shown on the deed of trust provided by Buyer's lender, if applicable.

(d) Seller and Buyer acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing, shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity, or file/record in the appropriate public office, all documents required to be delivered, filed or recorded to consummate this transaction.

PRORATIONS AND CHARGES

4. Taxes/Assessments. Unless the parties agree in writing that there shall be no prorations, real property taxes, improvement lien assessments, homeowner's association assessments and irrigation fees, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. All transfer fees will be split equally between Buyer and Seller.

The amount of any assessment or fee that is a lien at close of escrow shall be paid: In full by Seller.

Any assessment or fee that becomes a lien after close of escrow shall be Buyer's responsibility. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax/assessment bill will be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year unless otherwise instructed.

5. Rents. Any rents are to be prorated based on a rent statement to be provided to Escrow Agent by Seller and approved by Buyer prior to close of escrow. Any security deposits will be charged to Seller and credited to Buyer.

6. Escrow Charges. Except in the case of VA or FHA loans, or as otherwise agreed between the parties, escrow charges will be allocated between Seller and Buyer as follows:

a. To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, or any other person/ entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

b. To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payments sent to Seller or Seller's lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by Seller.

c. Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

d. In the case of a VA or FHA loan, charges will be allocated according to VA or FHA requirements.

7. Unclaimed Funds Charges.

A. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge will be assessed by Escrow Agent for re-issuance of the check.

B. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent will deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

C. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

PAYOFF/LENDER/INSURANCE REQUIREMENTS

8. Payoff Statements. Escrow Agent is authorized to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.

9. Lender Requirements. If Buyer is obtaining a new loan, Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required to complete this transaction.

10. Homeowner/Fire/Hazard ("Homeowner's") Insurance will be provided as follows:

N/A

TITLE AND ESCROW

11. Escrow Instructions. Escrow Agent shall have no responsibility in connection with these Escrow Instructions until such time as they have been executed by Seller and Buyer and deposited with Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party delivering such instruction, demand or notice.

12. Indemnification/Hold Harmless. Seller and Buyer relieve Escrow Agent of any liability for any errors or omissions by the Seller or Buyer as to statements furnished hereunder, representations made and/or the condition of the property. Seller and Buyer further agree to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Escrow Instructions, unless the same has been caused by the negligence or willful misconduct of Escrow Agent.

13. Title. Seller shall convey title by general warranty deed. Buyer will take title as determined before close of escrow. As the manner of taking title may have significant legal, estate planning and tax consequences, Buyer may wish to obtain legal and/or tax advice prior to making this determination.

14. Title Insurance. Unless otherwise specified in writing by the parties Buyer shall be provided, an ALTA Homeowner's Title Policy or, if not available, an ALTA Residential Title Insurance Policy or, if not available, a Standard Coverage form of title

insurance policy. The title insurance provided for herein shall be subject to the conditions of, and evidenced by the commitment for, title insurance issued by the underwriter. Buyer should examine the commitment carefully for coverages provided and make its own investigation of matters related to the real property if not covered therein and considered material to Buyer.

CANCELLATION/RESIGNATION/DISPUTES

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise specified in writing by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification/Hold Harmless Paragraph; the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

17. Cancellation. Unless otherwise specified in writing by the parties, any party who wishes to cancel this escrow because of any material breach by the other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this escrow by delivering written notice of cancellation to either the breaching party or the Escrow Agent stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Agent.

18. Release of Earnest Money. Escrow Agent is authorized, in the event of a dispute between Seller and Buyer regarding the earnest money deposited with Escrow Agent, to release the earnest money pursuant to the terms and conditions of these Escrow Instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of the earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment or expense, including costs and attorney's fees, arising from or relating in any way to the release of the earnest money.

EXCLUDED MATTERS/PERSONAL PROPERTY

19. Personal Property. The following personal property is to be transferred as part of this transaction:

Escrow Agent assumes no liability for the transfer of personal property, its physical condition or legal status. Unless otherwise specified by the parties, any personal property is being transferred for no monetary value.

20. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: possession of the real or personal property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in Paragraph 10); payment of personal property taxes (other than for unaffixed mobile homes); and treatment of wood infestation.

MISCELLANEOUS

21. Real Estate Commissions. The parties represent there are no Broker(s) entitled to commission for this transaction.

22. Binding Contract/Amendments. These Escrow Instructions and any addenda, supplements or amendments thereto form the only binding contract wherein Seller agrees to sell and Buyer agrees to purchase the subject property under the terms and conditions contained herein. No addenda, supplement or amendment to these Escrow Instructions shall be of any force or effect unless made in writing, signed by the parties and delivered to and accepted by Escrow Agent.

23. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow that are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

24. Settlement Statements. Seller and Buyer understand that a combined Settlement Statement and/or Closing Statement may be provided to each party to facilitate this transaction.

25. Close of Escrow. The day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow Agent for that day; provided, however, that should Escrow Agent or

the applicable county recorder be closed on the Close of Escrow date, the requirements may be met on the next day that both are open for business.

STATUTORY DISCLOSURES

26. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S.") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

27. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

28. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 27, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

29. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

- (i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.
- (ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

30. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S. or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

31. These Escrow Instructions shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. Venue for any action or legal proceeding arising under or in connection with these Escrow Instructions shall be in the appropriate court in the State of Arizona.

32. PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE ESCROW INSTRUCTIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

SELLER:

BUYER:

Four R. Holdings LLC

The Town of Camp Verde

James M. Rohr, trustee of the
James/Shirley Rohr revocable living trust
MEMBER

Date

Charles German

Charles German, Mayor

9-21-14

Date

BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

TERMS AND CONDITIONS OF ESCROW

Seller and Buyer further agree as follows:

DEPOSIT/DISBURSAL OF DOCUMENTS AND FUNDS:

1. Deposit of Documents and Funds.

(a) They will deposit with Escrow Agent the necessary documents and funds to complete this transaction. Except for the earnest money deposit, all funds required hereunder shall be deposited into escrow prior to closing in the form of a cashier's check or wired funds. All foreign funds must be wire transferred in the form of U.S. Dollars.

(b) All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.

2. Disbursement of Funds. Escrow Agent is authorized to pay, from funds deposited and held for said purpose, all amounts necessary to procure the documents and pay the charges and obligations necessary to consummate this transaction. The balance of the proceeds, if any, is to be paid to Seller(s) as their interest(s) may appear. Escrow Agent has no obligation to disburse any funds deposited by check/draft until advised by the bank that the check/draft has been honored. In the event any check/draft given by, or on behalf of, a party is subsequently dishonored, the party receiving the funds agrees to refund any remittance made to that party by Escrow Agent.

3. Completion, Recording and Delivery of Documents.

(a) Escrow Agent is authorized to execute and record on the parties' behalf the Affidavit of Real Property Value using the total consideration for the established value.

(b) Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

(c) Deed Compliance. Seller authorizes Escrow Agent, if necessary, to change the Buyer's name on the executed deed to match the Buyer's name exactly as shown on the deed of trust provided by Buyer's lender, if applicable.

(d) Seller and Buyer acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing, shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity, or file/record in the appropriate public office, all documents required to be delivered, filed or recorded to consummate this transaction.

PRORATIONS AND CHARGES

4. Taxes/Assessments. Unless the parties agree in writing that there shall be no prorations, real property taxes, improvement lien assessments, homeowner's association assessments and irrigation fees, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. All transfer fees will be split equally between Buyer and Seller.

The amount of any assessment or fee that is a lien at close of escrow shall be paid: In full by Seller.

Any assessment or fee that becomes a lien after close of escrow shall be Buyer's responsibility. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax/assessment bill will be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year unless otherwise instructed.

5. Rents. Any rents are to be prorated based on a rent statement to be provided to Escrow Agent by Seller and approved by Buyer prior to close of escrow. Any security deposits will be charged to Seller and credited to Buyer.

6. Escrow Charges. Except in the case of VA or FHA loans, or as otherwise agreed between the parties, escrow charges will be allocated between Seller and Buyer as follows:

a. To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, or any other person/ entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

b. To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payments sent to Seller or Seller's lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by Seller.

c. Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

d. In the case of a VA or FHA loan, charges will be allocated according to VA or FHA requirements.

7. Unclaimed Funds Charges.

A. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge will be assessed by Escrow Agent for re-issuance of the check.

B. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent will deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

C. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

PAYOFF/LENDER/INSURANCE REQUIREMENTS

8. Payoff Statements. Escrow Agent is authorized to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.

9. Lender Requirements. If Buyer is obtaining a new loan, Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required to complete this transaction.

10. Homeowner/Fire/Hazard ("Homeowner's") Insurance will be provided as follows:

N/A

TITLE AND ESCROW

11. Escrow Instructions. Escrow Agent shall have no responsibility in connection with these Escrow Instructions until such time as they have been executed by Seller and Buyer and deposited with Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party delivering such instruction, demand or notice.

12. Indemnification/Hold Harmless. Seller and Buyer relieve Escrow Agent of any liability for any errors or omissions by the Seller or Buyer as to statements furnished hereunder, representations made and/or the condition of the property. Seller and Buyer further agree to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Escrow Instructions, unless the same has been caused by the negligence or willful misconduct of Escrow Agent.

13. Title. Seller shall convey title by general warranty deed. Buyer will take title as determined before close of escrow. As the manner of taking title may have significant legal, estate planning and tax consequences, Buyer may wish to obtain legal and/or tax advice prior to making this determination.

14. Title Insurance. Unless otherwise specified in writing by the parties Buyer shall be provided, an ALTA Homeowner's Title Policy or, if not available, an ALTA Residential Title Insurance Policy or, if not available, a Standard Coverage form of title

insurance policy. The title insurance provided for herein shall be subject to the conditions of, and evidenced by the commitment for, title insurance issued by the underwriter. Buyer should examine the commitment carefully for coverages provided and make its own investigation of matters related to the real property if not covered therein and considered material to Buyer.

CANCELLATION/RESIGNATION/DISPUTES

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise specified in writing by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification/Hold Harmless Paragraph; the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

17. Cancellation. Unless otherwise specified in writing by the parties, any party who wishes to cancel this escrow because of any material breach by the other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this escrow by delivering written notice of cancellation to either the breaching party or the Escrow Agent stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Agent.

18. Release of Earnest Money. Escrow Agent is authorized, in the event of a dispute between Seller and Buyer regarding the earnest money deposited with Escrow Agent, to release the earnest money pursuant to the terms and conditions of these Escrow Instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of the earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment or expense, including costs and attorney's fees, arising from or relating in any way to the release of the earnest money.

EXCLUDED MATTERS/PERSONAL PROPERTY

19. Personal Property. The following personal property is to be transferred as part of this transaction:

Escrow Agent assumes no liability for the transfer of personal property, its physical condition or legal status. Unless otherwise specified by the parties, any personal property is being transferred for no monetary value.

20. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: possession of the real or personal property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in Paragraph 10); payment of personal property taxes (other than for unaffixed mobile homes); and treatment of wood infestation.

MISCELLANEOUS

21. Real Estate Commissions. The parties represent there are no Broker(s) entitled to commission for this transaction.

22. Binding Contract/Amendments. These Escrow Instructions and any addenda, supplements or amendments thereto form the only binding contract wherein Seller agrees to sell and Buyer agrees to purchase the subject property under the terms and conditions contained herein. No addenda, supplement or amendment to these Escrow Instructions shall be of any force or effect unless made in writing, signed by the parties and delivered to and accepted by Escrow Agent.

23. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow that are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

24. Settlement Statements. Seller and Buyer understand that a combined Settlement Statement and/or Closing Statement may be provided to each party to facilitate this transaction.

25. Close of Escrow. The day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow Agent for that day; provided, however, that should Escrow Agent or

the applicable county recorder be closed on the Close of Escrow date, the requirements may be met on the next day that both are open for business.

STATUTORY DISCLOSURES

26. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S.") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

27. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

28. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 27, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

29. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

(i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.

(ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

30. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

31. These Escrow Instructions shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. Venue for any action or legal proceeding arising under or in connection with these Escrow Instructions shall be in the appropriate court in the State of Arizona.

32. PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

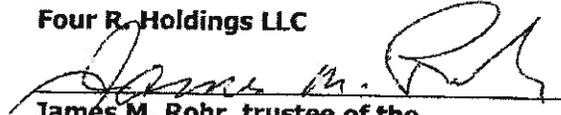
THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE ESCROW INSTRUCTIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

SELLER:

BUYER:

Four R Holdings LLC

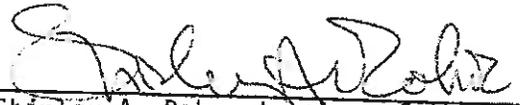
The Town of Camp Verde


James M. Rohr, trustee of the
James/Shirley Rohr revocable living trust
MEMBER

7-17-14
Date

Charles German, Mayor

Date


Shirley A. Rohr, trustee of the
James/Shirley Rohr Revocable living trust
MEMBER

7-17-14

Yavapai Title Agency, Inc.

Where Excellence is Tradition

TERMS AND CONDITIONS OF ESCROW

ESCROW NO.: **09003524-009-EJ**

The undersigned hereby employ Yavapai Title Agency, Inc. to act as Escrow Agent in closing the above-referenced escrow. They understand and agree, and instruct Escrow Agent, as follows:

1. **Deposit of Documents and Funds by Parties.** They will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the parties' real estate purchase contract ("Purchase Contract") and all monies payable under the Purchase Contract unless otherwise specified. All foreign funds must be wire transferred in the form of U.S. Dollars.
2. **Disbursement of Funds.** They instruct Escrow Agent to pay from funds held for said purpose, amounts necessary to procure the documents and to pay charges and obligations necessary to consummate this transaction, in accordance with the Purchase Contract. Escrow Agent shall be under no obligation to disburse any funds deposited by check/ draft until advised by the bank that the check/ draft has been honored. In the event any check/draft given by, or on behalf of, buyer is subsequently dishonored, Seller agrees to refund any remittance made to Seller by Escrow Agent.
3. **Completion, Recording and Delivery of Documents.** They authorize Escrow Agent to execute and record on their behalf the Affidavit of Real Property Value, using the total consideration for the established value, unless instructed by the undersigned to the contrary. They acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity or file/record in the appropriate public office, all necessary documents, disburse all funds and issue the title insurance policy.
4. **Deed Compliance.** Seller authorizes Escrow Agent, if necessary, to change the Buyer's name on the executed deed to match the Buyer's name exactly as shown on the deed of trust provided by Buyer's lender, if applicable.
5. **Deposit of Funds by Escrow Agent.** All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC Insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.
6. **Written Instructions.** Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party or his/her/its agent delivering such instruction, demand or notice.
7. **Payoff Statements.** They authorize Escrow Agent to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.
8. **Taxes/Assessments.** Real property taxes and assessments, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax bill shall be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year unless otherwise instructed.
9. **Escrow Fees and Other Charges.** For clarification purposes, should the Purchase Contract state that escrow company fees will be split equally between the parties or "as customary," Buyer and Seller agree to allocate such fees as are applicable as follows:
 - a. **Escrow Company's Basic Escrow Rate:** To be split equally between Seller and Buyer.
 - b. **Other Escrow Charges:**

(i) To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, realtor or any other person/entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

(ii) To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payment sent to Seller or Seller's realtor, lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by the Seller.

(iii) Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

10. Personal Property. Any transfer of personal property called for in the terms of this transaction may be evidenced by a bill of sale deposited with Escrow Agent for delivery to Buyer. Escrow Agent assumes no liability as to the sufficiency of the bill of sale or the physical condition or legal status of the personal property.

11. Lender Requirements. Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required by the Purchase Contract.

12. Designation of Trustee. If a portion of the purchase price is to be paid by means of a promissory note secured by a deed of trust, the trustee named in the deed of trust shall be Yavapai Title Agency, Inc., unless otherwise specified by the parties.

13. Assignment of Insurance: If Seller's homeowners/fire/hazard insurance policy ("Homeowner's Policy") is to be assigned to Buyer, Escrow Agent is authorized to execute on the parties' behalf and forward to seller's insurer a request that Seller's Homeowner's Policy be endorsed to reflect buyer as the new insured, to make such other changes as may be requested, including to the loss payable clause, and to return the endorsement to the parties entitled thereto.

14. Indemnification. Seller and Buyer will indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Terms and Conditions unless the same is determined to have been caused by the gross negligence or willful misconduct of Escrow Agent.

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise instructed by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: Possession of the property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in the Assignment of Insurance Paragraph); payment of personal property taxes; (other than for unaffixed mobile homes); and treatment of wood infestation.

17. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow which are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these Terms and Conditions and any escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

18. Settlement Statements. Seller and Buyer understand that a combined HUD-1 Settlement Statement and/or Closing Statement may be provided to each party and their agents to facilitate this transaction.

19. Personal Identifying Information. Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

20. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification Paragraph,

the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

21. Unclaimed Funds Charges.

A. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

B. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge shall be assessed by Escrow Agent for re-issuance of the check.

C. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent shall deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

22. These Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. Venue for any action or legal proceeding arising under or in connection with these Terms and Conditions shall be in the appropriate court in the state of Arizona.

STATUTORY DISCLOSURES

1. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S.") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

2. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

3. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 2, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

4. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

(i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.

(ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

5. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa

(ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE TERMS AND CONDITIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

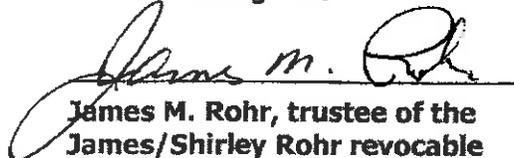
Dated: June 9, 2014

SELLER:

BUYER:

Four R, Holdings LLC

The Town of Camp Verde



6-13-14

**James M. Rohr, trustee of the
James/Shirley Rohr revocable
living trust
MEMBER**

Date

Charles German, Mayor

Date

or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE TERMS AND CONDITIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

Dated: June 9, 2014

SELLER:

BUYER:

Four R. Holdings LLC

The Town of Camp Verde

**James M. Rhor, trustee of the
James/Shirley Rhor revocable
living trust
MEMBER**

Date



Charles German, Mayor

6-19-14

Date

Yavapai Title Agency, Inc.
Where Excellence is Tradition

June 10, 2014

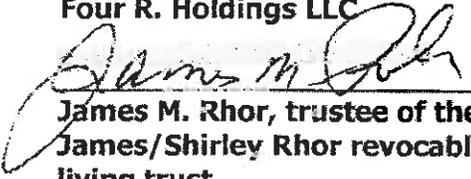
Seller Receipt for Commitment

Yavapai Title Agency, Inc.
527 S. Main St. Suite 1
Camp Verde, AZ 86322

RE: Escrow No.: 09003524 - EJ
Seller/Buyer: Four R. Holdings LLC/The Town of Camp Verde
Property Address: , Camp Verde, AZ 86322

The undersigned hereby acknowledges receipt of your Commitment for Title Insurance issued in connection with the above numbered escrow.

Four R. Holdings LLC


James M. Rhor, trustee of the
James/Shirley Rhor revocable
living trust
MEMBER

6-12-14
Date

Yavapai Title Agency, Inc.
Where Excellence Is Tradition

June 10, 2014

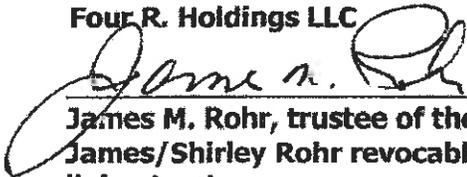
Seller Receipt for Commitment

Yavapai Title Agency, Inc.
527 S. Main St. Suite 1
Camp Verde, AZ 86322

RE: Escrow No.: 09003524 - EJ
Seller/Buyer: Four R. Holdings LLC/The Town of Camp Verde
Property Address: , Camp Verde, AZ 86322

The undersigned hereby acknowledges receipt of your Commitment for Title Insurance issued in connection with the above numbered escrow.

Four R. Holdings LLC


James M. Rohr, trustee of the
James/Shirley Rohr revocable
living trust

MEMBER

6-13-14
Date

Yavapai Title Agency, Inc.
Where Excellence is Tradition

June 10, 2014

Buyer Receipt for Commitment

Yavapai Title Agency, Inc.
527 S. Main St. Suite 1
Camp Verde, AZ 86322

RE: Escrow No.: 09003524 - EJ
Seller/Buyer: Four R. Holdings LLC/The Town of Camp Verde
Property Address: , Camp Verde, AZ 86322

The undersigned Buyers in the above-referenced escrow do hereby acknowledge receipt and approval of the Commitment for Standard Owners Title Insurance Policy including but not limited to the covenants, conditions and restrictions listed in Section 2 of Schedule B. The exceptions in said commitment are hereby acknowledged to be in conjunction with the property being purchased in the above referenced escrow.

The Town of Camp Verde



Charles German, Mayor

6-19-14

Date

Yavapai Title Agency, Inc.

527 S. Main St. Suite 1
Camp Verde, AZ 86322
Phone: (928) 567-0590 • Fax: (888) 331-0594
Where Excellence is Tradition



July 31, 2014

2014-925

The Town of Camp Verde
Deborah Ranney
473 S. Main St.
Camp Verde, AZ 86322

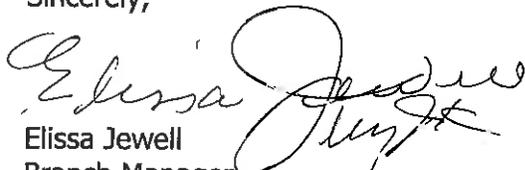
RE: Escrow No.: 09003522-009-EJ
Seller/Buyer: Honea/The Town of Camp Verde
Property Address: , Camp Verde, AZ 86322

In connection with the above referenced escrow, we enclose the following items:

- Copy of Final Closing Statement
- Settlement Agent's Statement
- Tax - Information to New Buyer/Property
- Signed copy of closing documents
- Original recorded Deed

We would like to thank you for the opportunity of serving you and hope that you will contact us again for your escrow and title needs.

Sincerely,


Elissa Jewell
Branch Manager

404-30-198
Cleft house Dr.

YAVAPAI TITLE AGENCY, INC.

527 S. Main St., Suite 1, Camp Verde, AZ 86322

Phone: (928) 567-0590 Fax: (888) 331-0594

Closing Statement Final

Escrow No: 09003522 - 009 EJ

Close Date: 07/31/2014

Proration Date: 07/31/2014

Date Prepared: 7/31/2014

Buyer(s)/Borrower(s): The Town of Camp Verde

Seller(s): Kyle B. Honea
Shannon F. Honea

Property: Camp Verde, AZ 86322

Buyer Debit	Buyer Credit	Description	Seller Debit	Seller Credit
140.16		Total Consideration		140.16
	925.16	Deposit/Earnest Money		
25.00		RECORDING FEES:		
25.00		Recording Fees to Yavapai Title Agency, Inc.		
		Ordinance to Yavapai Title Agency, Inc.		
		ADDITIONAL CHARGES:		
		2014 tax 404-30-198 to Yavapai County (Seller POC 26.02)		
		Treasurer		
		ESCROW AND TITLE CHARGES:		
315.00		Escrow Fee to Yavapai Title Agency, Inc.		
420.00		Owners Policy \$140.16 to Yavapai Title Agency, Inc.		
925.16	925.16	Sub Totals	0.00	140.16
0.00		Refund Due Buyer/Borrower	140.16	
		Proceeds Due Seller		
925.16	925.16	Totals	140.16	140.16

at the request of Yavapai Title Agency, Inc.

When recorded mail to
The Town of Camp Verde
473 S. Main St.
Camp Verde, AZ 86322

09003522-EJ

Affidavit of Value exempt under A.R.S.11-1134-A3
Tax Parcel No.: 404-30-198/6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, I or we,
Kyle B. Honea and Shannon F. Honea, husband and wife
do/does hereby convey to

The Town of Camp Verde, an Arizona Municipality
the following real property situated in Yavapai County, Arizona:
See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

DATED: June 24, 2014



Kyle B. Honea



Shannon F. Honea

State of Arizona }
 } ss.
County of Yavapai }

The foregoing instrument was acknowledged before me this 17 day of July 2014, by Kyle B. Honea and Shannon F. Honea.

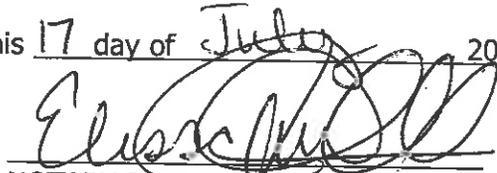

NOTARY PUBLIC
My commission expires: Feb 24, 2015

Exhibit A

Tract C, FORT RIVER CAVES, according to the plat of record in Book 16 of Maps, Page 7, and amended by Book 723 of Official Records, Page 942 and by Book 732 of Official Records, Page 76 records of Yavapai County, Arizona.

ESCROW INSTRUCTIONS TO:

Yavapai Title Agency, Inc.

527 S. Main St.
Camp Verde, AZ 86322
(928) 567-0590

Escrow No: 09003522-009-EJ

Date: June 24, 2014

Escrow Officer: Elissa Jewell

Kyle B. Honea and Shannon F. Honea, husband and wife

(herein called Seller) whose address is P.O. Box 273, Camp Verde, AZ 86322 Phone _____

The Town of Camp Verde, an Arizona Municipality

(herein called Buyer) whose address is 473 S. Main St., Camp Verde, AZ 86322 Phone _____
hereby employ Yavapai Title Agency, Inc. to act as Escrow Agent in connection with a sale of the following described property situated in Yavapai County, Arizona, by Seller to Buyer upon the following terms and conditions, which shall be complied with by said parties on or before July 31, 2014 ("Close of Escrow"), except as otherwise specified herein.

Tract C, Fort River Caves

which Seller represents to be: , **Camp Verde, AZ 86322**, Tax Parcel No. **404-30-198/6**

SALES PRICE to be paid by Buyer which is represented by:	\$140.16	<i>Items Marked With "X" Are The Obligations Each Party Will Pay.</i>	SELLER	BUYER
EARNEST MONEY TO BE DEPOSITED IN ESCROW upon the signing of these instructions	\$		TAXES 2013 And Prior	<input checked="" type="checkbox"/>
		2014 And Future		<input checked="" type="checkbox"/>
CASH PAYMENT TO BE DEPOSITED IN ESCROW on or before close of escrow	\$140.16	Prorate To NO PRORATION		
		RECORDING FEES:		
		Deed		<input checked="" type="checkbox"/>
		Encumbrance Agreement		
BALANCE OF	\$ 0.00	Release of Encumbrance		
		Affidavit of Value		
		Other:		
		ESCROW FEES		<input checked="" type="checkbox"/>
		OWNER'S TITLE INSURANCE POLICY		<input checked="" type="checkbox"/>
		LENDER'S TITLE INSURANCE POLICY		

SEE PAGE 2 FOR BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS, IF ANY, FOLLOWED BY TERMS AND CONDITIONS OF ESCROW.

These Escrow Instructions contain Buyer and Seller Additional Sale Terms and Conditions, if applicable, along with 32 paragraphs of Terms and Conditions of Escrow, exclusive of any addenda, supplements or attachments. Please ensure that you have received and read all paragraphs of these Escrow Instructions, as well as any addenda, supplements or attachments.

BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

TERMS AND CONDITIONS OF ESCROW

Seller and Buyer further agree as follows:

DEPOSIT/DISBURSAL OF DOCUMENTS AND FUNDS:

1. Deposit of Documents and Funds.

(a) They will deposit with Escrow Agent the necessary documents and funds to complete this transaction. Except for the earnest money deposit, all funds required hereunder shall be deposited into escrow prior to closing in the form of a cashier's check or wired funds. All foreign funds must be wire transferred in the form of U.S. Dollars.

(b) All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.

2. Disbursement of Funds. Escrow Agent is authorized to pay, from funds deposited and held for said purpose, all amounts necessary to procure the documents and pay the charges and obligations necessary to consummate this transaction. The balance of the proceeds, if any, is to be paid to Seller(s) as their interest(s) may appear. Escrow Agent has no obligation to disburse any funds deposited by check/draft until advised by the bank that the check/draft has been honored. In the event any check/draft given by, or on behalf of, a party is subsequently dishonored, the party receiving the funds agrees to refund any remittance made to that party by Escrow Agent.

3. Completion, Recording and Delivery of Documents.

(a) Escrow Agent is authorized to execute and record on the parties' behalf the Affidavit of Real Property Value using the total consideration for the established value.

(b) Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

(c) Deed Compliance. Seller authorizes Escrow Agent, if necessary, to change the Buyer's name on the executed deed to match the Buyer's name exactly as shown on the deed of trust provided by Buyer's lender, if applicable.

(d) Seller and Buyer acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing, shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity, or file/record in the appropriate public office, all documents required to be delivered, filed or recorded to consummate this transaction.

PRORATIONS AND CHARGES

4. Taxes/Assessments. Unless the parties agree in writing that there shall be no prorations, real property taxes, improvement lien assessments, homeowner's association assessments and irrigation fees, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. All transfer fees will be split equally between Buyer and Seller.

The amount of any assessment or fee that is a lien at close of escrow shall be paid: In full by Seller.

Any assessment or fee that becomes a lien after close of escrow shall be Buyer's responsibility. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax/assessment bill will be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year unless otherwise instructed.

5. Rents. Any rents are to be prorated based on a rent statement to be provided to Escrow Agent by Seller and approved by Buyer prior to close of escrow. Any security deposits will be charged to Seller and credited to Buyer.

6. Escrow Charges. Except in the case of VA or FHA loans, or as otherwise agreed between the parties, escrow charges will be allocated between Seller and Buyer as follows:

a. To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, or any other person/ entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

b. To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payments sent to Seller or Seller's lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by Seller.

c. Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

d. In the case of a VA or FHA loan, charges will be allocated according to VA or FHA requirements.

7. Unclaimed Funds Charges.

A. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge will be assessed by Escrow Agent for re-issuance of the check.

B. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent will deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

C. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

PAYOFF/LENDER/INSURANCE REQUIREMENTS

8. Payoff Statements. Escrow Agent is authorized to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.

9. Lender Requirements. If Buyer is obtaining a new loan, Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required to complete this transaction.

10. Homeowner/Fire/Hazard ("Homeowner's") Insurance will be provided as follows:

N/A

TITLE AND ESCROW

11. Escrow Instructions. Escrow Agent shall have no responsibility in connection with these Escrow Instructions until such time as they have been executed by Seller and Buyer and deposited with Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party delivering such instruction, demand or notice.

12. Indemnification/Hold Harmless. Seller and Buyer relieve Escrow Agent of any liability for any errors or omissions by the Seller or Buyer as to statements furnished hereunder, representations made and/or the condition of the property. Seller and Buyer further agree to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Escrow Instructions, unless the same has been caused by the negligence or willful misconduct of Escrow Agent.

13. Title. Seller shall convey title by general warranty deed. Buyer will take title as determined before close of escrow. As the manner of taking title may have significant legal, estate planning and tax consequences, Buyer may wish to obtain legal and/or tax advice prior to making this determination.

14. Title Insurance. Unless otherwise specified in writing by the parties Buyer shall be provided, an ALTA Homeowner's Title Policy or, if not available, an ALTA Residential Title Insurance Policy or, if not available, a Standard Coverage form of title insurance policy. The title insurance provided for herein shall be subject to the conditions of, and evidenced by the commitment for, title insurance issued by the underwriter. Buyer should examine the commitment carefully for coverages provided and make its own investigation of matters related to the real property if not covered therein and considered material to Buyer.

CANCELLATION/RESIGNATION/DISPUTES

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise specified in writing by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification/Hold Harmless Paragraph; the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

17. Cancellation. Unless otherwise specified in writing by the parties, any party who wishes to cancel this escrow because of any material breach by the other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this escrow by delivering written notice of cancellation to either the breaching party or the Escrow Agent stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Agent.

18. Release of Earnest Money. Escrow Agent is authorized, in the event of a dispute between Seller and Buyer regarding the earnest money deposited with Escrow Agent, to release the earnest money pursuant to the terms and conditions of these Escrow Instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of the earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment or expense, including costs and attorney's fees, arising from or relating in any way to the release of the earnest money.

EXCLUDED MATTERS/PERSONAL PROPERTY

19. Personal Property. The following personal property is to be transferred as part of this transaction:

Escrow Agent assumes no liability for the transfer of personal property, its physical condition or legal status. Unless otherwise specified by the parties, any personal property is being transferred for no monetary value.

20. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: possession of the real or personal property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in Paragraph 10); payment of personal property taxes (other than for unaffixed mobile homes); and treatment of wood infestation.

MISCELLANEOUS

21. Real Estate Commissions. The parties represent there are no Broker(s) entitled to commission for this transaction.

22. Binding Contract/Amendments. These Escrow Instructions and any addenda, supplements or amendments thereto form the only binding contract wherein Seller agrees to sell and Buyer agrees to purchase the subject property under the terms and conditions contained herein. No addenda, supplement or amendment to these Escrow Instructions shall be of any force or effect unless made in writing, signed by the parties and delivered to and accepted by Escrow Agent.

23. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow that are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

24. Settlement Statements. Seller and Buyer understand that a combined Settlement Statement and/or Closing Statement may be provided to each party to facilitate this transaction.

25. Close of Escrow. The day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow Agent for that day; provided, however, that should Escrow Agent or the applicable county recorder be closed on the Close of Escrow date, the requirements may be met on the next day that both are open for business.

STATUTORY DISCLOSURES

26. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

27. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

28. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 27, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

29. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

- (i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.
- (ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

30. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S. or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

31. These Escrow Instructions shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. Venue for any action or legal proceeding arising under or in connection with these Escrow Instructions shall be in the appropriate court in the State of Arizona.

32. PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE ESCROW INSTRUCTIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

SELLERS:

BUYER:

Kyle B. Honea

Date

The Town of Camp Verde

Charles German

Charles German, Mayor

7-24-10

Date

Shannon F. Honea

Date

BUYER AND SELLER ADDITIONAL SALE TERMS AND CONDITIONS

Seller and Buyer agree as follows:

TERMS AND CONDITIONS OF ESCROW

Seller and Buyer further agree as follows:

DEPOSIT/DISBURSAL OF DOCUMENTS AND FUNDS:

1. Deposit of Documents and Funds.

(a) They will deposit with Escrow Agent the necessary documents and funds to complete this transaction. Except for the earnest money deposit, all funds required hereunder shall be deposited into escrow prior to closing in the form of a cashier's check or wired funds. All foreign funds must be wire transferred in the form of U.S. Dollars.

(b) All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.

2. Disbursement of Funds. Escrow Agent is authorized to pay, from funds deposited and held for said purpose, all amounts necessary to procure the documents and pay the charges and obligations necessary to consummate this transaction. The balance of the proceeds, if any, is to be paid to Seller(s) as their interest(s) may appear. Escrow Agent has no obligation to disburse any funds deposited by check/draft until advised by the bank that the check/draft has been honored. In the event any check/draft given by, or on behalf of, a party is subsequently dishonored, the party receiving the funds agrees to refund any remittance made to that party by Escrow Agent.

3. Completion, Recording and Delivery of Documents.

(a) Escrow Agent is authorized to execute and record on the parties' behalf the Affidavit of Real Property Value using the total consideration for the established value.

(b) Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

(c) Deed Compliance. Seller authorizes Escrow Agent, if necessary, to change the Buyer's name on the executed deed to match the Buyer's name exactly as shown on the deed of trust provided by Buyer's lender, if applicable.

(d) Seller and Buyer acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing, shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity, or file/record in the appropriate public office, all documents required to be delivered, filed or recorded to consummate this transaction.

PRORATIONS AND CHARGES

4. Taxes/Assessments. Unless the parties agree in writing that there shall be no prorations, real property taxes, improvement lien assessments, homeowner's association assessments and irrigation fees, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. All transfer fees will be split equally between Buyer and Seller.

The amount of any assessment or fee that is a lien at close of escrow shall be paid: In full by Seller.

Any assessment or fee that becomes a lien after close of escrow shall be Buyer's responsibility. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax/assessment bill will be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year unless otherwise instructed.

5. Rents. Any rents are to be prorated based on a rent statement to be provided to Escrow Agent by Seller and approved by Buyer prior to close of escrow. Any security deposits will be charged to Seller and credited to Buyer.

6. Escrow Charges. Except in the case of VA or FHA loans, or as otherwise agreed between the parties, escrow charges will be allocated between Seller and Buyer as follows:

a. To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, or any other person/ entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

b. To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payments sent to Seller or Seller's lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by Seller.

c. Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

d. In the case of a VA or FHA loan, charges will be allocated according to VA or FHA requirements.

7. Unclaimed Funds Charges.

A. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge will be assessed by Escrow Agent for re-issuance of the check.

B. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent will deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

C. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

PAYOFF/LENDER/INSURANCE REQUIREMENTS

8. Payoff Statements. Escrow Agent is authorized to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.

9. Lender Requirements. If Buyer is obtaining a new loan, Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required to complete this transaction.

10. Homeowner/Fire/Hazard ("Homeowner's") Insurance will be provided as follows:

N/A

TITLE AND ESCROW

11. Escrow Instructions. Escrow Agent shall have no responsibility in connection with these Escrow Instructions until such time as they have been executed by Seller and Buyer and deposited with Escrow Agent. Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party delivering such instruction, demand or notice.

12. Indemnification/Hold Harmless. Seller and Buyer relieve Escrow Agent of any liability for any errors or omissions by the Seller or Buyer as to statements furnished hereunder, representations made and/or the condition of the property. Seller and Buyer further agree to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Escrow Instructions, unless the same has been caused by the negligence or willful misconduct of Escrow Agent.

13. Title. Seller shall convey title by general warranty deed. Buyer will take title as determined before close of escrow. As the manner of taking title may have significant legal, estate planning and tax consequences, Buyer may wish to obtain legal and/or tax advice prior to making this determination.

14. Title Insurance. Unless otherwise specified in writing by the parties Buyer shall be provided, an ALTA Homeowner's Title Policy or, if not available, an ALTA Residential Title Insurance Policy or, if not available, a Standard Coverage form of title insurance policy. The title insurance provided for herein shall be subject to the conditions of, and evidenced by the commitment for, title insurance issued by the underwriter. Buyer should examine the commitment carefully for coverages provided and make its own investigation of matters related to the real property if not covered therein and considered material to Buyer.

CANCELLATION/RESIGNATION/DISPUTES

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise specified in writing by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification/Hold Harmless Paragraph; the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

17. Cancellation. Unless otherwise specified in writing by the parties, any party who wishes to cancel this escrow because of any material breach by the other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this escrow by delivering written notice of cancellation to either the breaching party or the Escrow Agent stating the nature of the breach. Cancellation shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Agent.

18. Release of Earnest Money. Escrow Agent is authorized, in the event of a dispute between Seller and Buyer regarding the earnest money deposited with Escrow Agent, to release the earnest money pursuant to the terms and conditions of these Escrow Instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of the earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment or expense, including costs and attorney's fees, arising from or relating in any way to the release of the earnest money.

EXCLUDED MATTERS/PERSONAL PROPERTY

19. Personal Property. The following personal property is to be transferred as part of this transaction:

Escrow Agent assumes no liability for the transfer of personal property, its physical condition or legal status. Unless otherwise specified by the parties, any personal property is being transferred for no monetary value.

20. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: possession of the real or personal property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in Paragraph 10); payment of personal property taxes (other than for unaffixed mobile homes); and treatment of wood infestation.

MISCELLANEOUS

21. Real Estate Commissions. The parties represent there are no Broker(s) entitled to commission for this transaction.

22. Binding Contract/Amendments. These Escrow Instructions and any addenda, supplements or amendments thereto form the only binding contract wherein Seller agrees to sell and Buyer agrees to purchase the subject property under the terms and conditions contained herein. No addenda, supplement or amendment to these Escrow Instructions shall be of any force or effect unless made in writing, signed by the parties and delivered to and accepted by Escrow Agent.

23. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow that are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

24. Settlement Statements. Seller and Buyer understand that a combined Settlement Statement and/or Closing Statement may be provided to each party to facilitate this transaction.

25. Close of Escrow. The day established within which compliance with any requirements must be met shall end at the close of the regularly established public business hours of Escrow Agent for that day; provided, however, that should Escrow Agent or the applicable county recorder be closed on the Close of Escrow date, the requirements may be met on the next day that both are open for business.

STATUTORY DISCLOSURES

26. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S.") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

27. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

28. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 27, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

29. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

- (i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.
- (ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

30. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S. or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

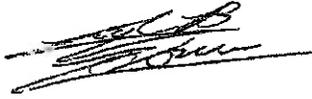
31. These Escrow Instructions shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. Venue for any action or legal proceeding arising under or in connection with these Escrow Instructions shall be in the appropriate court in the State of Arizona.

32. PROFESSIONAL/LEGAL/TAX REVIEW. Seller and Buyer understand that Escrow Agent's employees are not licensed real estate agents or attorneys and are prohibited from giving legal, real estate or investment advice and will not negotiate the transaction. They further acknowledge that Escrow Agent has made no representations, either orally or through these Escrow Instructions, as to the legal effect of the transaction described herein under any applicable federal or state laws or regulations, including but not limited to tax or contract laws, or laws otherwise affecting the rights and responsibilities of the parties. By executing these instructions, Seller and Buyer acknowledge that they have been given sufficient opportunity to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed by this transaction.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE ESCROW INSTRUCTIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

SELLERS:

BUYER:



The Town of Camp Verde

Kyle B. Honea

Date

Charles German, Mayor

Date



Shannon F. Honea

2-13-14
Date

Yavapai Title Agency, Inc.

Where Excellence is Tradition

TERMS AND CONDITIONS OF ESCROW

ESCROW NO.: **09003522-009-EJ**

The undersigned hereby employ Yavapai Title Agency, Inc. to act as Escrow Agent in closing the above-referenced escrow. They understand and agree, and instruct Escrow Agent, as follows:

1. **Deposit of Documents and Funds by Parties.** They will deposit with Escrow Agent the necessary documents to complete the sale as established by the terms of the parties' real estate purchase contract ("Purchase Contract") and all monies payable under the Purchase Contract unless otherwise specified. All foreign funds must be wire transferred in the form of U.S. Dollars.
2. **Disbursement of Funds.** They instruct Escrow Agent to pay from funds held for said purpose, amounts necessary to procure the documents and to pay charges and obligations necessary to consummate this transaction, in accordance with the Purchase Contract. Escrow Agent shall be under no obligation to disburse any funds deposited by check/ draft until advised by the bank that the check/ draft has been honored. In the event any check/draft given by, or on behalf of, buyer is subsequently dishonored, Seller agrees to refund any remittance made to Seller by Escrow Agent.
3. **Completion, Recording and Delivery of Documents.** They authorize Escrow Agent to execute and record on their behalf the Affidavit of Real Property Value, using the total consideration for the established value, unless instructed by the undersigned to the contrary. They acknowledge that deposit of Buyer's final closing funds into escrow, and Seller's deposit of all documents required for closing shall constitute authorization to Escrow Agent to close this transaction upon fulfillment of any additional escrow/title requirements. At that time, Escrow Agent shall deliver to the proper person/entity or file/record in the appropriate public office, all necessary documents, disburse all funds and issue the title insurance policy.
4. **Deed Compliance.** Seller authorizes Escrow Agent, if necessary, to change the Buyer's name on the executed deed to match the Buyer's name exactly as shown on the deed of trust provided by Buyer's lender, if applicable.
5. **Deposit of Funds by Escrow Agent.** All monies deposited with Escrow Agent in connection with this escrow will be deposited into one or more non-interest bearing escrow trust accounts of Escrow Agent with a financial institution (the "Funds Depository") whose deposits are covered by FDIC or FSLIC insurance. The parties acknowledge that funds so deposited are insured only to the limit provided by the FDIC/FSLIC and therefore release Escrow Agent from any liability for loss which may result from a lack of insurance as guaranteed by the current coverage of FDIC or FSLIC. The parties may request that any funds they deposit be placed in an interest-bearing account in accordance with instructions and fees as set forth in their Escrow Deposit Receipt.
6. **Written Instructions.** Escrow Agent shall not be bound by, nor be obligated to act upon, any instruction, demand or notice not in writing and signed by the party or his/her/its agent delivering such instruction, demand or notice.
7. **Payoff Statements.** They authorize Escrow Agent to act upon any statement furnished by a lienholder, payee or collection agent for a lienholder or payee related to the payoff of any lien against, or charge or assessment related to, the property, without liability or responsibility for the accuracy thereof. Any adjustment necessary because of a discrepancy between the statement furnished to Escrow Agent and an amount later determined to be correct shall be settled between the parties outside of escrow.
8. **Taxes/Assessments.** Real property taxes and assessments, if applicable, are to be prorated based on the latest tax/assessment bill(s) available to Escrow Agent at the close of escrow. Escrow Agent is not liable in the event a subsequent tax/assessment bill is different from that used as the basis for the proration. Any adjustment necessary because of a change reflected in a later tax bill shall be settled between the parties outside of escrow. Seller and Buyer agree that all prorations required in this escrow shall be calculated on the basis of a 365 day year unless otherwise instructed.
9. **Escrow Fees and Other Charges.** For clarification purposes, should the Purchase Contract state that escrow company fees will be split equally between the parties or "as customary," Buyer and Seller agree to allocate such fees as are applicable as follows:
 - a. **Escrow Company's Basic Escrow Rate:** To be split equally between Seller and Buyer.
 - b. **Other Escrow Charges:**

(i) To be charged to Buyer: Recording fees for deeds and deeds of trust; courier/express mail charges for documents sent to Buyer or Buyer's lender, mortgage broker, realtor or any other person/entity pertaining to Buyer; e-mail fees for loan document(s); and wire fees for funds received or disbursed on Buyer's behalf or as directed by Buyer.

(ii) To be charged to Seller: Recording fees for Affidavits of Disclosure, Affidavits of Property Value, releases and other documents needed to clear title; courier/express mail charges for documents or payment sent to Seller or Seller's realtor, lienholders/payees or any other person/entity pertaining to Seller; reconveyance tracking fees; and wire fees for loan payoffs, Seller's proceeds and any other funds as directed by the Seller.

(iii) Other fees or charges: Allocated to Seller and/or Buyer according to which party incurred the particular fee or charge.

10. Personal Property. Any transfer of personal property called for in the terms of this transaction may be evidenced by a bill of sale deposited with Escrow Agent for delivery to Buyer. Escrow Agent assumes no liability as to the sufficiency of the bill of sale or the physical condition or legal status of the personal property.

11. Lender Requirements. Escrow Agent is authorized to furnish a copy of the Settlement Statement and any other information which may be required to Buyer's proposed lender in order to induce said lender to furnish the loan required by the Purchase Contract.

12. Designation of Trustee. If a portion of the purchase price is to be paid by means of a promissory note secured by a deed of trust, the trustee named in the deed of trust shall be Yavapai Title Agency, Inc., unless otherwise specified by the parties.

13. Assignment of Insurance: If Seller's homeowners/fire/hazard insurance policy ("Homeowner's Policy") is to be assigned to Buyer, Escrow Agent is authorized to execute on the parties' behalf and forward to seller's insurer a request that Seller's Homeowner's Policy be endorsed to reflect buyer as the new insured, to make such other changes as may be requested, including to the loss payable clause, and to return the endorsement to the parties entitled thereto.

14. Indemnification. Seller and Buyer will indemnify and hold harmless Escrow Agent against all costs, damages, attorneys fees, expenses and liabilities which it may incur or sustain arising out of or in connection with this transaction or these Terms and Conditions unless the same is determined to have been caused by the gross negligence or willful misconduct of Escrow Agent.

15. Resignation. At any time and in its sole discretion, Escrow Agent can resign as escrow agent by sending written notice to Seller and Buyer. Unless otherwise instructed by the parties, all money and documents held by Escrow Agent will be returned to the party who delivered them into escrow, less any applicable charges, without further liability.

16. Excluded Matters. The following matters will be handled by the parties direct and outside escrow and Escrow Agent shall have no liability or responsibility therefore: Possession of the property; transfer or payment of utilities (including but not limited to electric, gas, telephone, water, sewer or irrigation); collection of cancellation premiums from Seller's homeowners/fire/hazard insurance policy; renewal, procurement, assignability or effectiveness of flood insurance or any other policies of insurance (except as set forth in the Assignment of Insurance Paragraph); payment of personal property taxes; (other than for unaffixed mobile homes); and treatment of wood infestation.

17. Counterpart and Facsimile Signatures. Any documents pertaining to this escrow which are signed in counterpart shall constitute one document, including but not limited to, escrow instructions, supplements, deeds, acceptances, Affidavits of Value and Affidavits of Affixture. Escrow Agent may accept these Terms and Conditions and any escrow instructions with facsimile signatures and such instructions shall be considered contractually binding between the parties whether or not the originals are received by Escrow Agent.

18. Settlement Statements. Seller and Buyer understand that a combined HUD-1 Settlement Statement and/or Closing Statement may be provided to each party and their agents to facilitate this transaction.

19. Personal Identifying Information. Escrow Agent may, in its sole discretion, delete or make unreadable personal identifying information (such as social security or driver's license numbers) contained on documents to be recorded, unless such information is necessary for a document's validity or in order for it to be recorded.

20. Conflicting Demands. In the event conflicting demands are made upon Escrow Agent concerning these instructions or this escrow, Escrow Agent is authorized to hold any money and documents deposited hereunder until it receives mutual, written instructions or a final, non-appealable court order determining the rights of all parties. Alternatively, Escrow Agent may, at its discretion and at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction. In accordance with the Indemnification Paragraph,

the parties will pay any expenses, costs and attorneys' fees incurred by Escrow Agent in connection with the interpleader action and any appeal. They therefore authorize and direct Escrow Agent to deduct all such expenses, costs and attorney's fees from any escrowed funds before depositing those funds into court.

21. Unclaimed Funds Charges.

A. Funds Held Pending Dispute Resolution: If for any reason funds remain in an escrow after the closing date due to a dispute wherein Escrow Agent has given Seller and Buyer at least thirty (30) days notice that said charge will accrue, Escrow Agent will deduct a monthly charge of \$25.00 from those funds as custodian for maintaining the funds in its escrow account. The deductions will occur on a monthly basis until (i) the entire sum in the escrow has been exhausted or (ii) the dispute has been resolved by mutual, written agreement or a final, non-appealable court order, whereupon Escrow Agent will distribute the remainder as directed in the agreement or court order.

B. Stale Dated Checks: If for any reason a check from Escrow Agent is not cashed within six (6) months from the date of issuance, a \$25.00 charge shall be assessed by Escrow Agent for re-issuance of the check.

C. Escheat: If for any reason a check from Escrow Agent is not cashed for one year or more, Escrow Agent shall deduct a charge of \$25.00 per month from the funds as custodian for maintaining the funds in its account until the entire sum of said uncashed check has been exhausted or a claim has been made for the remainder. In the event three (3) years elapses, any unclaimed remainder will be sent to the State of Arizona escheat fund.

22. These Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Arizona. Venue for any action or legal proceeding arising under or in connection with these Terms and Conditions shall be in the appropriate court in the state of Arizona.

STATUTORY DISCLOSURES

1. Purchaser Dwelling Actions. Pursuant to Arizona Revised Statutes ("A.R.S") §12-1363.L, notice is hereby provided to the buyer of a dwelling of the provisions of A.R.S. §§12-1361, 1362 and 1363. These statutory sections set forth the requirements to be met by a buyer prior to bringing an action against the seller of a dwelling arising out of or related to the design, construction, condition or sale of the dwelling. "Dwelling" means a single or multifamily unit designed for residential use and common areas and improvements owned or maintained by an association or its members. "Seller" means any person, firm, partnership, corporation, association or other organization engaged in the business of designing, constructing, or selling dwellings. The complete statutory sections (located in Title 12, Article 14) can be viewed on the Arizona State Legislature's website: www.azleg.gov/ArizonaRevisedStatutes.asp.

2. Closing Protection Letters. Pursuant to A.R.S. §6-841.02.A, if you are a buyer or seller of a residential dwelling and a title insurance policy is to be issued by a title insurer through which Escrow Agent is underwritten, disclosure is hereby made that the title insurer shall offer on request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. A "residential dwelling" is defined as an owner occupied structure or an investment property that is designated for residential use by four or fewer families. (A.R.S. 6-841.02.C).

3. Uninsured Monies. Pursuant to A.R.S. §6-841.03, if you are a buyer or seller of a residential dwelling (as defined in Paragraph 2, Closing Protection Letters, above), disclosure is hereby made that monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government.

4. Good Funds Law. All parties are aware and understand that Arizona Revised Statutes §6-843 requires that an escrow agent disburse money from an escrow account only if funds are deposited and available for withdrawal. Availability of funds is determined as follows:

(i) ELECTRONIC TRANSFERS ("wired funds") are available for disbursement THE SAME DAY AS RECEIVED.

(ii) CASHIER'S CHECKS, CERTIFIED CHECKS, OFFICIAL CHECKS AND TELLER'S CHECKS are available for disbursement THE SAME DAY AS DEPOSITED.

In order to avoid delays of two days or more, please use the above methods of payment whenever possible.

5. Arizona's Notary Laws. Under Arizona law, "satisfactory evidence of identity" for purposes of a notary's acknowledging signatures or performing jurats includes, but is not limited to: (i) a driver's license issued by a state or territory of the U.S.; (ii) a U.S. passport, (iii) an identification card issued by any branch of the U.S. armed forces; or (iv) an identification card issued by the U.S., or a state or tribal, government containing the individual's photograph, signature and physical description. For purposes of a real estate conveyance or financing, such evidence may also include (i) a passport issued by a foreign government if accompanied by a visa

or other documentation issued by the U.S. government to establish the individual's legal presence in the U.S or (ii) identification deemed acceptable by the U.S. Department of Homeland Security to establish the individual's legal presence in the U.S. and any supporting documents required by said Department. All forms of identification must be unexpired. To avoid any delays in closing your transaction, you should determine as soon as possible what form(s) of identification you have. If you do not have one of the forms specified herein, you should apply for and obtain an appropriate form of identification prior to closing.

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MATTERS CONTAINED IN THESE TERMS AND CONDITIONS. THEY FURTHER UNDERSTAND THAT ESCROW AGENT IS RELYING UPON THIS ACKNOWLEDGMENT IN CLOSING THE SUBJECT ESCROW.

Dated: June 9, 2014

SELLERS:

BUYER:

The Town of Camp Verde

Kyle B. Honea

Date


Charles German, Mayor

6-19-14
Date

Shannon F. Honea

Date

Yavapai Title Agency, Inc.
Where Excellence is Tradition

June 11, 2014

Buyer Receipt for Commitment

Yavapai Title Agency, Inc.
527 S. Main St. Suite 1
Camp Verde, AZ 86322

RE: Escrow No.: 09003522 - EJ
Seller/Buyer: Honea/The Town of Camp Verde
Property Address: , Camp Verde, AZ 86322

The undersigned Buyers in the above-referenced escrow do hereby acknowledge receipt and approval of the Commitment for Standard Owners Title Insurance Policy including but not limited to the covenants, conditions and restrictions listed in Section 2 of Schedule B. The exceptions in said commitment are hereby acknowledged to be in conjunction with the property being purchased in the above referenced escrow.

The Town of Camp Verde



Charles German, Mayor

6-19-14

Date

YAVAPAI TITLE AGENCY

RECEIPT FOR DEPOSIT

"Where Excellence is a Tradition" - Since 1963

527 S. Main St.
Suite 1
Camp Verde, AZ 86322
(928) 567-0590

RECEIPT NO. 130590

OFFICE: 009 Yavapai Title Agency, Cp.

DATE 7/23/2014

ESCROW NO. 09003522 - 009 - EJ

RECEIVED OF TOWN OF CAMP VERDE

ESCROW NAME Honea/The Town of Camp Verde

TYPE OF TRANSACTION Closing Funds

IN THE AMOUNT OF \$925.16 IN THE FORM OF CC121000248

NOTICE OF RIGHT TO EARN INTEREST ON DEPOSITED FUNDS

Interest may be earned on all deposited funds by requesting the Escrow Officer who is handling your transaction to place the escrowed funds into an interest bearing account. **The Escrow Agent's charge to setup such an account is \$25.00.** Your funds will earn interest at the prevailing rate of interest paid by the federally insured financial institution where your funds would be deposited [for example, in a typical transaction, a \$1,000.00 deposit for a thirty day (30) period with the prevailing interest rate of 0.25% per annum would earn \$0.21].

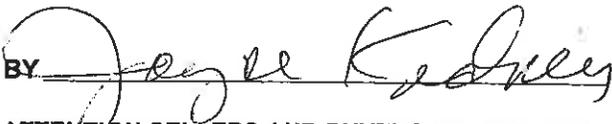
Elissa Jewell - Escrow Officer
527 S. Main St. Suite 1
Camp Verde, AZ 86322
(928) 567-0590

NOTICE OF UNINSURED MONIES PURSUANT TO ARS 6-841.03

Monies deposited in an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government. This disclosure requirement applies to each Buyer and Seller of a Residential Dwelling. Section 6-841.02 defines a "Residential Dwelling" as an owner occupied structure or an investment property that is designed for Residential use by four or fewer families.

Copy of the foregoing provided to the following:

1. Seller
2. Buyer

BY 

ATTENTION SELLERS AND BUYERS OF RESIDENTIAL DWELLINGS

Pursuant to ARS 6-841.02, the title insurer shall offer upon request a closing protection letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent.

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, title company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Customer Copy

0007094

11-24

Office AU #

1210(8)

CASHIER'S CHECK

0709400381

Remitter: NONE
Operator I.D.: u318576

PAY TO THE ORDER OF *****YAVAPAI TITLE*****

July 17, 2014

*****One thousand eight hundred twenty-five dollars and 32 cents*****

****\$1,825.32****

Payee Address:
Memo:

RE: PURCHASE RIGHT OF WAY

WELLS FARGO BANK, N.A.
650 W FINNIE FLATS RD
CAMP VERDE, AZ 86322
FOR INQUIRIES CALL (480) 384-3122

VOID IF OVER US \$ 1,825.32

Richard Kevy
CONTROLLER

⑈070940038⑈ ⑆⑆⑆2⑆000248⑆486⑆⑆5⑆⑆392⑈

Yavapai Title Agency, Inc.

527 S. Main St. Suite 1
Camp Verde, AZ 86322
Phone: (928) 567-0590 • Fax: (888) 331-0594
Where Excellence is Tradition



Buyer: The Town of Camp Verde
Buyer's Address: 473 S. Main St., Camp Verde, AZ 86322

SETTLEMENT AGENT'S STATEMENT OF RECEIPT OF SELLER'S NON-FOREIGN STATUS AFFIDAVIT

Property Address: Camp Verde, AZ 86322
Escrow No. 09003522-009-EJ

- I, Elissa Jewell, hereby certify to The Town of Camp Verde (Buyer) that:
- I am the settlement/escrow officer in the above referenced transaction ("Transaction");
 - I am an employee of Yavapai Title Agency, Inc. which is a "qualified substitute" under Internal Revenue Code (IRC) Section 1445(f)(6); and
 - Pursuant to IRC Section 1445(b)(9), each of the following Seller or Sellers, who are all of the Sellers in the Transaction, has provided to me a Non-Foreign Status Affidavit pursuant to IRC Section 1445(b)(2): Kyle B. Honea and Shannon F. Honea (Sellers)

Executed under penalty of perjury at Camp Verde, AZ 86322 on this 30TH day of JULY, 2014.



Elissa Jewell
(Settlement/Escrow Officer's Signature)

Note:

Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person. Pursuant to IRC Section 1445(b)(2) no withholding is required if the transferor (Seller) furnishes to the transferee (Buyer) a Non-Foreign Status Affidavit stating, under penalty of perjury, the transferor's United States Taxpayer Identification Number and that the transferor is not a foreign person.

Section 1445(b)(9) was added to the Internal Revenue Code (IRC) on July 30, 2008 in order to provide an alternative procedure for furnishing Non-Foreign Status Affidavits. The alternative procedure allows a Seller to furnish the Non-Foreign Status Affidavit to a "qualified substitute" instead of the Buyer so long as the qualified substitute furnishes a statement to the Buyer stating, under penalty of perjury, that the qualified substitute is in possession of the Non-Foreign Status Affidavit. A qualified substitute is defined as the person (including any attorney or title company) responsible for closing the transaction, other than the Seller's Agent, and the Buyer's Agent. (See IRC § 1445(f)(6)).

Yavapai Title Agency, Inc.

527 S. Main St. Suite 1
Camp Verde, AZ 86322
Phone: (928) 567-0590 • Fax: (888) 331-0594
Where Excellence is Tradition



July 31, 2014

The Town of Camp Verde
Deborah Ranney
473 S. Main St.
Camp Verde, AZ 86322

IMPORTANT TAX INFORMATION - PLEASE READ!!!

Since you have just acquired this property, you MAY NOT receive a tax bill this year. It is YOUR responsibility to contact the **Yavapai County Treasurer's Office, (928) 771-3233, 1015 Fair Street, Prescott, AZ 86305-1852** to obtain the proper tax information. LATE TAXES CARRY A PENALTY REGARDLESS OF WHETHER YOU RECEIVE A TAX BILL OR NOT.

THE TAX PARCEL NUMBER(S) FOR YOUR PROPERTY IS/ARE:

Parcel Number	Parcel Number	Parcel Number	Parcel Number
404-30-198/6			

Arizona real property taxes are based on a calendar year (Jan. 1 through Dec. 31) and are payable in arrears. Tax billings are sent out ONLY once a year, in October, and may be paid:

October 1-October 31: You may pay the entire bill OR the first half of the bill (1st half covers period from January 1 to July 1). First half taxes become delinquent and bear penalty interest as of November 1, UNLESS YOU PAY FULL YEAR AMOUNT BY DECEMBER 31ST!

March 1-April 30: You must pay the second half taxes prior to May 1st of the following year to avoid penalty interest (2nd half covers period from July 1 to December 31). NO BILLING is sent for payment of second half taxes.

PROPERTY SPLIT

If you have purchased a PORTION of Seller's property, the tax bill for this year will cover **BOTH** your property and the remaining parcel still owned by Seller (or sold to another buyer). It is the responsibility of seller and buyer to cooperate with each other for payment of taxes in an equitable manner.

PROPERTY RECLASSIFICATION

If you have purchased a property that was shown as a RENTAL property on the previous tax rolls and you will be occupying the property, you may want to contact the County to make sure the change in classification has been made from information provided on the Affidavit of Real Property Value.

NOTE: Taxes have been prorated through escrow based on the latest available tax figures. Yavapai Title Agency, Inc., Inc. has no responsibility and/or liability in connection with any further adjustments of proration, fluctuation in actual tax amounts, agreements regarding payment of taxes on splits, property reclassifications, non-receipt of tax bills or non-payment of taxes by proper persons.