

RESOLUTION NO. 108 -22  
OF THE GOVERNING BODY OF THE  
YAVAPAI-APACHE NATION

**A Resolution Approving the Yavapai-Apache Nation's Purchase of Land Identified as Navajo County Tax Parcels Nos. 208-03-011B, 208-03-011C and 208-03-011D, 164.9 Acres of Vacant Land Located within the United States Apache-Sitgreaves National Forest near Heber, Navajo County, Arizona**

- WHEREAS:** The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation") and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (Constitution") as provided by Article V(a) of the Constitution; and
- WHEREAS:** The Nation's Constitution provides that the Nation will "acquire additional lands for the benefit of the Tribe," Constitution, Preamble; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to take any and all actions necessary and proper for the exercise of its Constitutional powers and duties, including those powers and duties not enumerated, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty, as provided by Article V (w) of the Constitution; and
- WHEREAS:** The Council is authorized to enact laws, ordinances, and resolutions incidental to the exercise of its legislative powers as provided by Article V (v) of the Constitution; and
- WHEREAS:** The Council is authorized to manage all tribal economic affairs and enterprises of the Nation and to appropriate and regulate the use of tribal funds, as provided by Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** As authorized under Council Resolution No. 158-21, the Council has established the Yavapai-Apache Nation Economic Development Fund, and provided for its use, among other things, for the "acquisition of real property;" and
- WHEREAS:** The Nation is working with the United States Forest Service to structure and implement a federal land exchange under which the Nation will exchange certain non-reservation lands owned by the Nation, located within the boundaries of National Forest Service lands, for Forest Service lands located contiguous to the Nation's Middle Verde Reservation lands (the "Land Exchange"); and
- WHEREAS:** On April 28, 2022, the Nation entered into A Real Estate Purchase and Sale Agreement with Viel Gluck, LLC, and Ben Fatto, LLC, (collectively the "Seller"), for the purchase of land designated as Navajo County Tax Parcels Nos. 208-03-011B, 208-03-011C and 208-03-011D, comprising 164.9 acres of vacant land located within the United States Apache - Sitgreaves National Forest near Heber, Navajo County, Arizona, as detailed in the Real Estate Purchase and Sale Agreement as amended by Amendment No. One of May 23, 2022 ("Agreement") attached to this Resolution as **Exhibit A** and incorporated herein by reference; and

**WHEREAS:** The Council has determined that the land designated as Navajo County Tax Parcels Nos. 208-03-011B, 208-03-011C and 208-03-011D, comprising 164.9 acres of vacant land located within the United States Apache-Sitgreaves National Forest near Heber, Navajo County, Arizona, should be acquired by the Nation and included within the Land Exchange as additional land to be exchanged by the Nation to the Forest Service; and

**WHEREAS:** The Council has been advised by the Nation's Attorney General that all due diligence requirements concerning acquisition of the land have been completed and that the purchase is now scheduled for closing no later than June 29, 2022; and

**WHEREAS:** The Council has determined that acquisition of the above referenced land is in the best interest of the Nation and therefore by this resolution desires to authorize completing and closing the purchase of the above-referenced parcels of land for inclusion in the Land Exchange.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Yavapai-Apache Nation to take all steps necessary to complete the purchase of the above referenced parcels of land in accordance with the Terms and Conditions of the Real Estate Purchase and Sale Agreement as amended ("Agreement") attached to this Resolution as **Exhibit A**.

**BE IT FURTHER RESOLVED** that in accordance with the authority provided under Council Resolution No. 158-2021 establishing the Economic Development Fund, the Council hereby appropriates from the Nation's Economic Development Fund the sum of **Seven Hundred Two Thousand Five Hundred and 00/100 Dollars (\$702,500.00)**, said sum consisting of:

**(1) Seven Hundred Two Thousand Dollars Five Hundred and 00/100 Dollars (\$702,500.00)** for full payment of the Purchase Price under the Agreement, and

**(2) Three Hundred Fifty-One and 00/100 Dollars (\$351.00)** for full payment of the Nation's one-half of all associated Settlement Charges as set out on the "Combined Settlement Statement Estimated" dated 6/1/2022 in Escrow No. 70516793 – 005 MJF, a copy of which is attached hereto as **Exhibit B**.

**(3) Minus a credit of One Thousand Four Hundred Ninety-One and 00/100 Dollars (\$1,491.00)** for county property taxes paid and prorated as of June 29, 2022, leaving a balance due from the Nation of **Seven Hundred One Thousand Three Hundred Sixty and 00/100 Dollars (\$701,360.00)**, as specified in **Exhibit B**.

**BE IT FURTHER RESOLVED** that the Council hereby authorizes and directs that the Nation's Treasurer, in coordination with the Finance Director, and in conformance with the requirements of this Resolution, to pay the funds appropriated under this Resolution into the above referenced escrow to facilitate escrow closing and final consummation of the purchase described in the Agreement, **Exhibit A**, and in the Settlement Statement, **Exhibit B**.

**BE IT FINALLY RESOLVED** that the Chairman and Vice-Chairwoman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

## CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on June 15 2022, by a vote of 7 7 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
\_\_\_\_\_  
Jon Huey, Chairman

### ATTEST:

  
\_\_\_\_\_  
Karla Reimer, Council Secretary

Approved as to Form:

  
\_\_\_\_\_  
Office of the Attorney General

# EXHIBIT A

Yavapai-Apache Nation

Purchase of Navajo County Tax Parcels Nos. 208-03-011B, 208-03-011C and 208-03-011D – 164.9 Acres

Real Estate Purchase and Sale Agreement  
and

Amendment No. One to Real Estate Purchase and Sale Agreement

June 15, 2022

## **REAL ESTATE PURCHASE AND SALE AGREEMENT**

**(Escrow Agent Pioneer Title Agency)**

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (this "Agreement") is entered into as of April 28, 2022 by and between Viel Gluck, L.L.C. and Ben Fatto, L.L.C. (collectively the "Seller"), whose address is 1223 S Clearview Ave., Suite 105, Mesa, Arizona 85209, and The Yavapai-Apache Nation, a Federally Recognized Indian Tribal Government ("Buyer"), whose address is 2400 West Datsi Street, Camp Verde Arizona 86322. Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

1. **Binding Agreement.** This Agreement constitutes a binding contract between Buyer and Seller for the purchase and sale of all right, title and interest in, to and under (a) the "Land" (defined below), and Buyer and Seller hereby agree to do such things, and execute such documents, as shall be necessary or appropriate in order to consummate the transaction contemplated hereby in accordance with the terms hereof.

2. **Subject Property.** As used herein, the term "Subject Property" or "Property" shall include all of Seller's right, title and interest in, to and under the following described property:

(a) Navajo County Tax Parcel Nos. 208-03-011B, 208-03-011C and 208-03-011D (together approximately 164.9 acres of vacant land with no improvements), located within the United States Apache Sitgreaves National Forest near Heber, Navajo County, Arizona, which parcel is legally described on Exhibit "A" attached hereto (the "Land").

(b) All access, easement, fee, right of way, water, mineral, oil, gas and other hydrocarbon substance, development and other rights and interests of any nature whatsoever, appurtenant to the Land owned by Seller (the "Appurtenant Rights"), to the extent that Seller possesses any of the foregoing rights and interests.

(c) Any and all other assets or property of every kind permanently affixed to the Subject Property – lock, stock, and barrel ("Other Assets").

3. **Purchase Price.** The purchase price for all of the Subject Property shall be Seven Hundred Two Thousand Five Hundred and 00/100 Dollars (\$702,500.00) (the "Purchase Price"). The Purchase Price, reduced by any deductions as may be authorized in this Agreement, shall be due from Buyer at the "Close of Escrow" (defined below) and shall be deposited by Buyer with the "Escrow Agent" (defined below) on or before the day of Close of Escrow (the "Closing Date") in cash or by Federal Reserve Bank Wire Transfer so that Escrow Agent shall have the cash amount of the Purchase Price in immediately available funds. The amounts to be deposited by Buyer at the Close of Escrow pursuant to the preceding sentence are referred to herein as the "Closing Funds."

4. **Earnest Money.** Seller and Buyer have agreed that an earnest money deposit shall not be required under this Purchase Agreement and shall not be a condition to the Opening of Escrow. As used herein, the term "Opening of Escrow" shall refer to the date upon which a fully executed counterpart of this Agreement has been deposited with Escrow Agent.

5. **Title Review – Title Insurance Policy.**

(a) **Review and Objection by Buyer.** Escrow Agent shall, within five (5) days after the date of Contract acceptance, to deliver to Buyer and Seller a commitment to insure title (the

"Title Report") to the Land and the Appurtenant Rights (collectively, the "Real Property"). Buyer shall be entitled to object, in its sole and absolute discretion, to any matters disclosed by the Title Report by delivering a written notice (a "Title Notice") to Seller and Escrow Agent on or before fifteen (15) days after Buyer's receipt of the Title Report (together with readable (or best available) copies of all documents referenced therein that will remain as exceptions to Buyer's policy of Title Insurance). If Escrow Agent subsequently issues any amendment to the Title Report disclosing any additional title matters, Buyer shall be entitled to object to any such additional matter by delivering a Title Notice to Seller and Escrow Agent on or before ten (10) days after Escrow Agent has delivered to Buyer the amendment to the Title Report (together with readable copies of any additional documents referenced therein). If Buyer fails to deliver a Title Notice objecting to any matter set forth in the Title Report, or any subsequent amendment to the Title Report within the allowed time periods described above, then Buyer shall conclusively be deemed to have approved such matters.

(b) **Cure by Seller.** If Buyer timely delivers any Title Notice, then Seller may, within five (5) days after receipt of such Title Notice, notify Buyer and Escrow Agent in writing (the "Cure Notice") that Seller will attempt to remove or satisfy such matter objected to by Buyer as soon as possible, and in any event on or before Close of Escrow or such later date as shall be consented to by Buyer in writing (the "Cure Period"). The obtaining of a commitment by Escrow Agent to delete as an exception to coverage on Buyer's Title Insurance policy or to insure over by endorsement, at Seller's expense, any matter objected to by Buyer shall constitute a cure of such matter for purposes of this Agreement. If Seller does not deliver a Cure Notice or in the event Seller delivers notice to Buyer that Seller is ultimately unable to remove or satisfy such matter objected to by Buyer before close of escrow, then Buyer shall, on or before the Closing Date, either (i) terminate this Agreement, whereupon this Agreement shall terminate and Escrow Agent shall return to Buyer all documents Buyer deposited with Escrow Agent in connection with the Escrow, Escrow Agent shall return to Seller all documents Seller deposited with Escrow Agent in connection with the Escrow, and neither Party shall have any further right, obligation or liability under this Agreement except for those liabilities and obligations that are specified herein to survive the termination of this Agreement, or (ii) proceed with this transaction and waive Buyer's objection to such matter. Notwithstanding anything contained to the contrary herein, if Seller does not timely deliver a Cure Notice and Buyer fails to timely notify Seller and Escrow Agent of its election to either terminate or proceed with this transaction, then Buyer shall be deemed to have elected to terminate this Agreement. Seller shall have no obligation to cure or correct any matter objected to by Buyer. Notwithstanding anything mentioned herein to the contrary, on or before the Closing and without cost to Buyer, Seller shall satisfy and remove from the Property the following ("Seller Liens"): all financing encumbrances and monetary liens arising from any deeds of trust or mortgages executed by Seller and recorded against the Property; mechanics', materialmen's and supplier's liens arising out of work performed by or at the request of Seller; judgment liens against Seller; any leases affecting the Property; and federal or state income or sales tax liens against Seller.

(c) **Endorsements.** At Buyer's election (and at Buyer's sole cost, to the extent of incremental costs and charges), Buyer may require that one or more endorsements be issued at Close of Escrow with respect to all or any portion of the Real Property, in which events the issuance of such endorsements shall be a "Buyer's Closing Condition" (as defined in Section 8 below).

6. **Environmental Survey.** Buyer has determined that it will not require or obtain a phase 1 environmental survey of the Property.

7. No Assumption of Liabilities. Buyer shall assume no obligations of Seller or otherwise in connection with or as a result of its acquisition of the Subject Property, except to the extent, if any, such obligation: (a) runs with the title to the Property; or (b) is expressly and specifically provided for in this Agreement or any document executed pursuant to this Agreement; or (c) is otherwise deemed to be, or required to be, the responsibility, obligation, or liability of Buyer as a matter of law. Accordingly, except as provided in this Section, Buyer shall not have any liability or obligation for any debt, tax, obligation or liability of Seller, including without limitation contingent liabilities and any liability relating to the Subject Property or the conduct of the business of Seller prior to the Closing, and all such liabilities shall remain the sole obligation of Seller. The covenants set forth in this Section 7 shall survive Close of Escrow.

8. Buyer's Closing Conditions. Buyer's obligation to consummate the transaction contemplated by this Agreement (*i.e.*, to proceed with Close of Escrow) is subject to satisfaction of the following conditions precedent (collectively, "Buyer's Closing Conditions," and each individually, a "Buyer's Closing Condition"), prior to Close of Escrow unless waived in writing by Buyer:

(a) Seller shall have performed and complied with all material agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to Close of Escrow.

(b) Escrow Agent shall be irrevocably committed to issue to Buyer a full coverage ALTA Standard Coverage Owner's Policy of title insurance (Title Policy) in the amount of the Purchase Price insuring fee simple title to the Real Property, together with any available endorsements as shall have been requested by Buyer pursuant to this Agreement (Buyer hereby agreeing to pay the cost of any such endorsements), reflecting as exceptions to the title insured thereby only those matters which have been approved (or deemed approved) by Buyer. Seller shall pay the cost of the Title Policy

(c) No proceedings shall have occurred or be pending to change, redesignate or redefine the zoning classification of the Real Property to a more restrictive classification than presently exists on the date of Buyer's execution of this Agreement.

(d) Seller shall have deposited with Escrow Agent the executed and acknowledged "Deed" and "Other Conveyance Documents" (as such word and phrase are defined below), with irrevocable instructions to Escrow Agent to record and deliver the same to Buyer, as appropriate, upon payment of the Purchase Price to Seller, and Seller shall otherwise be irrevocably committed to, and capable of, conveying title to the Subject Property to Buyer consistent with the requirements of Section 12 below.

(e) The Yavapai-Apache Tribal Council shall have reviewed with legal counsel the satisfaction of all Closing Conditions and given its final approval for consummation of the Purchase prior to Close of Escrow.

(f) Seller shall have deposited with Escrow Agent the executed and acknowledged documents necessary to transfer and assign to Buyer all water rights and water rights claims appurtenant to the Land (if any).

(g) Seller shall be able to convey good and marketable fee simple title (i) to the Real Property, free and clear of all taxes, claims, charges, assessments, easements, restrictions, liens, trusts, mortgages, security interests and agreements, financing statements and encumbrances, except only Permitted Encumbrances, and (ii) to the balance of the Improvements and Other

Assets, if any, free and clear of all taxes, claims, charges, assessments, liens, trusts, mortgages, security interests and agreements, financing statements and encumbrances. As used herein, the term "Permitted Encumbrances" shall mean only those matters which appear as exceptions to coverage in the Title Report (and any amendment thereto) which are approved, or deemed approved, by Buyer pursuant to Section 5 above of this Agreement.

If any of Buyer's Closing Conditions is not timely satisfied, at Buyer's election, (a) Buyer may rescind this Agreement, in which event, Escrow Agent shall return to Buyer all documents Buyer deposited with Escrow Agent in connection with the Escrow, Escrow Agent shall return to Seller all documents Seller deposited with Escrow Agent in connection with the Escrow, and thereupon, this Agreement shall terminate and neither Party shall have any further right, obligation or liability under this Agreement, except for those liabilities and obligations that are specified herein to survive the termination of this Agreement, or (b) waive satisfaction of such Buyer's Closing Condition and proceed with Close of Escrow.

9. Exclusivity. In consideration of this Agreement, Seller covenants that commencing upon the date hereof and continuing through the date of termination of this Agreement, it will not sell or transfer, agree to sell or transfer, offer to sell or transfer or negotiate the sale or transfer of all or any portion of the Subject Property, nor will it in any manner solicit offers to sell or transfer all or any portion of the Subject Property; provided, however, that nothing in this Section 9 shall prohibit Seller from soliciting or receiving back-up offers from third parties to purchase the Subject Property or any portion thereof provided that any such third party offeror is promptly advised, in a manner which keeps the terms and conditions of this Agreement (other than this Section 9) confidential, (a) that Seller is obligated to sell the Subject Property to another person pursuant to a binding written agreement, and (b) of Seller's obligation of exclusivity under this Section 9.

10. Escrow Period and Investigation. For a period of Forty-Five (45) Days, (the "Escrow Period") following the execution of this Agreement by both Buyer and Seller (which Period may be extended by mutual written agreement of the Parties), Buyer and its representatives, agents, consultants and employees shall have the right, at its own risk, cost and expense, to enter upon, survey, examine, test and otherwise inspect the Subject Property and copy any books or records relating to ownership, operation or use of the Subject Property at any reasonable time and upon reasonable notice during the pendency of the Escrow, provided such examination does not unreasonably interfere with Seller's use of the Subject Property. Seller shall cooperate (at no cost to Seller) with Buyer in order to facilitate Buyer's access to the Subject Property and information concerning the same consistent with the foregoing provisions of this Section 10. Seller shall make the following Disclosures and information pertinent to the Property within Fifteen 15 days after execution of the Agreement by Buyer and Seller (collectively, the "Reports"): (i) any known pending special assessments, association fees, claims or litigation, (ii) financial statements, current rent rolls, list of current deposits, personal property lists, leases, rental agreements, service contracts, (iii) soils, Phase I, or other environmental reports in Seller's possession, (iv) the most recent survey of the Property (if any) in Seller's possession, (v) any other agreements, documents, studies, or reports relating to the physical condition or development of the Property in Seller's possession, (vi) a copy of any known road maintenance agreement affecting the Property, and (vii) Seller shall deliver such other disclosures as are required under Arizona law and regulation, which requirement includes but is not limited to the disclosures required under ARS §33-422, and said disclosure shall be delivered to Buyer no later than seven (7) days following contract acceptance. All Affidavits of Disclosure shall be recorded by Escrow Agent at close of escrow. The Reports shall not include, and Seller shall have no obligation to provide to Buyer, any proprietary information, attorney-client privileged communications, financial analysis, or market studies. To the extent Buyer disturbs the Subject Property; Buyer shall return the Subject Property to the condition in which it was prior to such examination. Prior to entry upon the Subject Property, Buyer shall provide



Seller with copies of certificates of insurance evidencing commercial general liability insurance policies (naming Seller as an additional insured) which shall be maintained by Buyer in connection with its inspection upon the Property, which shall include commercial general liability coverage for bodily injury and property damage in the amount of at least \$2,000,000.00 combined single limit, and automobile liability coverage for bodily injury and property damage in the amount of at least \$2,000,000.00 combined single limit. Seller shall not destroy or dispose of any records pertaining to the Subject Property (before Close of Escrow) without giving reasonable advance notice thereof to Buyer, together with a reasonable opportunity, at Buyer's expense, to take possession or make copies of such records. Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all defaults, liabilities, causes of action, demands, claims, damage or expenses of any kind, including reasonable attorneys' fees and court costs, arising as a consequence of any examination, test or inspection of the Subject Property pursuant to this Section 10 (the "Inspection Indemnity"). The Inspection Indemnity shall survive the Close of Escrow. The Inspection Indemnity shall survive any termination or cancellation of this Agreement.

11. **Broker's Commission.** A real estate commission shall be payable by Seller to Land Advisors Organization, LLC, dba Arizona Land Advisors ("Seller's Broker") at Closing pursuant to the terms of a separate agreement. No commission shall be payable hereunder if this Agreement fails to close for any reason. Seller represents and warrants to Buyer that no real estate sales or brokerage commissions or like commissions are or will be due from the Buyer to Seller's Broker in connection with this transaction. Seller and Buyer shall each indemnify, defend and hold the other party harmless from and against any claim, demand or suit for any brokerage commission, finder's fee or similar charge in respect of the execution of this Agreement or the transaction contemplated by this Agreement based on any act by or agreement or contract (or alleged act, agreement or contract) of the indemnifying party, and for all losses, obligations, costs, expenses and fees (including attorneys' fees) incurred by Buyer on account of or arising from the same.

**Seller's Broker Compensation:** Seller acknowledges that Seller's Broker shall be compensated for services rendered as previously agreed by separate written agreements(s) and not as any part or requirement under this Agreement. Any such Agreement(s) shall be delivered by Seller to Escrow Agent for payment at close of escrow, if not paid prior to close of escrow. If Seller is obligated to pay Seller's Broker, this Agreement shall constitute an irrevocable instruction to Escrow Agent to pay a portion of Seller's proceeds at close of escrow sufficient to pay said payment to Seller's Broker.

12. **Seller's Closing Items.** Prior to Close of Escrow, Seller shall deposit into Escrow the following documents, instruments and other items:

(a) A special warranty deed, in form and substance satisfactory to Buyer and Escrow Agent in the form attached to this Agreement as **Exhibit "B"** (the "Deed");

(b) An affidavit setting forth that all of Seller's representations and warranties are true and correct in all material respects on the Closing Date;

(c) Possession of the Subject Property in the condition required by this Agreement;

(d) The Certification of Non-foreign Status as provided in Treas. Reg. 1.1445-2T(b)(2)(iii)(B) or in any other form as may be required by the Internal Revenue Code or the regulations issued thereunder;

(e) A customary owner's affidavit (limited to Seller's knowledge as defined in this Agreement) as shall be required by the Escrow Agent in connection with the issuance of its Title Insurance policy to Buyer pursuant to this Agreement;

(f) Any other documents required by this Agreement to be delivered by Seller or reasonably requested by Buyer to consummate the transaction contemplated hereby; and

(g) An appropriate affidavit of property value with respect to the Real Property as required under Arizona law.

The documents described in Sections 12.a through 12.g are referred to herein collectively as the "Other Conveyance Documents." All of such documents, instruments and other items shall be duly executed and acknowledged. At Close of Escrow, Escrow Agent shall deliver such documents to Buyer or record them, as appropriate.

Upon Close of Escrow, Seller shall convey good and marketable fee simple title (i) to the Real Property, and to the Other Assets, free and clear of all Seller Liens. As used herein, the term "Permitted Encumbrances" shall mean only (i) those matters which appear as exceptions to coverage in the Title Report (and any amendment thereto) which are approved, or deemed approved, by Buyer pursuant to Section 5 of this Agreement, (ii) liens for taxes and assessments not then due and payable, (iii) any liens arising through the actions of Buyer or Buyer's employees or agents, (iv) all matters that an accurate inspection and/or accurate survey of the Land would reveal, (v) those other matters which appear on Exhibit "C" which are not disapproved by Buyer in writing prior to Close of Escrow, and (vi) those matters which appear on Schedule B, Part II, of the Title Report (and any amendment thereto) and on Exhibit "C" which are timely disapproved by Buyer in accordance with the terms hereof, with respect to which Seller delivers a Cure Notice, and with respect to which Buyer elects to proceed with this transaction and waive Buyer's objection to such matter notwithstanding Seller's failure to effect such cure within the Cure Period. The provisions of Section 5.b hereof shall apply in the event Buyer disapproves a matter described on Exhibit "C" the same as if Buyer's notice of disapproval were a Title Notice.

13. Buyer's Closing Items. On or before the Close of Escrow, Buyer shall deposit into Escrow the Closing Funds, in the form of cash or other immediately available funds. At or before Close of Escrow, Buyer shall execute and acknowledge such of the Other Conveyance Documents as require Buyer's signature, and deliver the same to the Escrow Agent.

14. Representations, Warranties and Disclosures by Seller. In order to induce Buyer to enter into this Agreement and to purchase the Subject Property, Seller hereby makes the following representations and warranties, each of which is material and shall, together with all covenants, agreements and indemnities set forth in or made pursuant to this Agreement, survive Close of Escrow, notwithstanding any investigation at any time made by or on behalf of Buyer:

(a) Seller has all necessary power and authority and has taken all necessary action to execute, deliver and perform this Agreement and consummate all of the transactions contemplated by this Agreement.

(b) The execution of this Agreement by Seller and its delivery to Buyer and consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Seller. This Agreement is the valid and binding obligation of Seller, enforceable against it in accordance with its terms.

(c) No consent from any third party is necessary in order for Seller to execute and deliver or perform its obligations under this Agreement.

(d) Seller is the sole owner of fee simple title to the Subject Property with the authority to sell and convey the Subject Property to Buyer without the consent of any other party, and such title is marketable and good of record.

(e) Seller, to Seller's knowledge and except as disclosed in the Reports or the Title Report, is not in violation of, and has complied with (or remedied non-compliance before opening of escrow), any and all applicable building, zoning, environmental or other ordinances, statutes or regulations of any governmental agency, in respect to the ownership, use, maintenance, condition and operation of the Subject Property or any part thereof.

(f) Possession of the Subject Property shall be delivered to Buyer at Close of Escrow.

(g) No condemnation or eminent domain proceedings are pending or, to Seller's knowledge, threatened against the Subject Property or any part thereof, and Seller has made no commitments to and has received no written notice of the desire of any public authority or other entity to take or use the Subject Property or any part thereof whether temporarily or permanently, for easements, rights-of-way, or other public or quasi-public purposes.

(h) Exhibit "C" describes all judgments, orders, writs, injunctions or decrees to which, to Seller's knowledge, the Subject Property is subject or bound (if any).

(i) To Seller's knowledge, there is no litigation, condemnation, administrative or other proceeding or hearing either instituted or threatened, or any basis therefor, which might materially and adversely affect the use and operation of all or any material portion of the Subject Property or Seller's ability to perform hereunder, except as set forth in the Reports, this Agreement, the Preliminary Title Report and Commitment for Title Insurance to be issued pursuant to Paragraph 5 (a) hereof.

(j) There are no unrecorded contracts, agreements or arrangements entered into by Seller, written or oral, express or implied, that will be binding on the Subject Property after Closing other than this Agreement, matters which will appear in Schedule B of the Title Report, and the matters listed on Exhibit "C" attached hereto, true, correct and complete copies or, in the case of oral agreements, descriptions, of which (i.e., the matters listed on Exhibit "C") are attached hereto as Exhibit "C", which contracts, agreements and arrangements, if any, are in full force and effect without any existing, pending or threatened default.

(k) There is no action or suit at law or in equity or before or by any public board or body pending or, to Seller's knowledge, is any such action, suit or other proceeding, inquiry or investigation threatened, against or affecting Seller, nor, to Seller's knowledge, is there any basis therefor, wherein any unfavorable decision, ruling or finding would have a material adverse effect on this Agreement or Seller's ability to perform hereunder.

(l) Seller warrants and shall maintain the Property so that at Closing the Property will be in substantially the same condition as on the date this Agreement is executed by the parties.

(m) Seller has not received written notice of violations of County, State or federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, policies, or rules filed or issued regarding the Property that have not been remedied prior to the opening of escrow.

(n) Environmental Disclosure: Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property in violation of applicable law except as otherwise disclosed.

As used in this Agreement, the phrase "to Seller's knowledge" and similar phrases shall refer to the present actual (and not imputed or constructive) knowledge of Brent Bowden and Craig D. Cardon, and not any knowledge of Seller's other employees, agents, representatives or professionals. It is understood by the parties that warranties and representations made herein to Seller's knowledge are made without inquiry by Seller.

15. Limited Representations and Warranties by Seller. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION SECTIONS 16 AND 22 HEREOF), THE DEED OR THE OTHER CONVEYANCE DOCUMENTS, BUYER IS ACQUIRING THE SUBJECT PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. other than the representations, warranties, and covenants expressly stated in this Agreement or in the instruments executed and delivered by Seller at Closing (the "Express Representations"), Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, and/or with respect to the Property and/or the Reports, including, without limiting the generality of the foregoing: (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses that Buyer may conduct thereon, (iv) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, heretofore incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property, (viii) compliance with any environmental protection, pollution, land use, zoning, development, or regional impact laws, rules, regulations, orders, or requirements, including the existence in or on the Property of Hazardous Materials, (ix) the content, suitability, and/or sufficiency of any plans, plats, drawings, specifications, reports, studies, agreements, and/or documents with respect to the Property (including, without limitation, any of the foregoing listed items delivered as part of the Reports), or (x) any other matter with respect to the Property and/or the Reports. Buyer further acknowledges and agrees that, except for the Express Representations, Buyer is relying entirely on Buyer's own investigations and examinations as to the physical condition and every other aspect of the Property and/or the Reports, including, without limitation, those matters set forth in (i) through (x) above. Buyer acknowledges that, subject to the Express Representations, it has performed, or on or before the Closing will perform, any and all inspections Buyer deems necessary or appropriate for Buyer to be satisfied with the acceptability of the Property. Buyer further acknowledges that any information provided or made available or to be provided or made available to Buyer by Seller, or its officers, employees, agents, brokers, representatives, or others, including, without limitation, the Reports, was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and, makes no representations as to the accuracy or completeness of any such information, and such information was provided or made available or will be provided or made available solely as a courtesy, and that except for the Express Representations Buyer has the sole responsibility for determining the existence or nonexistence of any fact material to Buyer's decision to purchase the Property. Except for the Express Representations, Seller does not warrant any of the Property to be free from defects and Buyer expressly accepts the possibility of such defects, subject only to any provision of this Agreement expressly granting Buyer a right to terminate this Agreement, and the Express Representations. By executing this Agreement, Buyer hereby gives Seller, as a material inducement for Seller to enter into this Agreement, a full release of Seller (its shareholders, officers, directors, beneficiaries, members, managers,

partners, employees, agents, affiliates, and representatives) for and from any and all claims or causes of action Buyer may have now or in the future based upon the condition of the Property at or prior to the Closing, the Reports, and/or all other matters pertaining to the Property, except for the Express Representations. Such release applies to claims or causes of action arising at common law, under statute, or otherwise, whether sounding in contract or in tort, including, without limitation, claims or causes of action for misrepresentation or nondisclosure. The provisions of this Section shall survive the Closing and shall not merge with the Deed.

**16. Representations and Warranties by Buyer.** In order to induce Seller to enter into this Agreement and to sell the Subject Property, Buyer hereby makes the following representations and warranties, each of which is material and shall survive Close of Escrow, notwithstanding any investigation at any time made by or on behalf of Seller:

(a) Buyer has all necessary power and authority to execute, deliver and perform this Agreement and consummate all of the transactions contemplated by this Agreement. The consent of neither the United States Department of the Interior nor the Bureau of Indian Affairs is required in order for Buyer to have all necessary power and authority to execute, deliver and perform this Agreement and consummate all of the transactions contemplated by this Agreement. This Agreement is the valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

(b) To the best of Buyer's knowledge, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party, (ii) violate any restriction, requirement, covenant or condition to which Buyer is subject, and (iii) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

**17. Obligations of Seller Pending Close of Escrow.** From and after the date of this Agreement through the Closing Date, Seller covenants and agrees as follows:

(a) Seller shall notify Buyer promptly, and Buyer shall notify Seller promptly, if either becomes aware of any occurrence prior to the Closing Date which would make any of its representations, warranties or covenants contained herein not true in any material respect.

(b) Seller shall not, without Buyer's written approval: (1) enter into or become subject to any agreement, contract, commitment, liability, indebtedness or undertaking outside of the ordinary course of business relating to the Subject Property that will be binding on the Property after the Closing; (2) alter or amend any contract relating to the Subject Property that will be binding on the Property after the Closing; (3) dispose of or alter any asset which is a part of the Subject Property outside of the ordinary course of business; or (4) institute any material litigation, claim or other proceeding relating to the Subject Property.

**18. Close of Escrow.** Close of Escrow shall be defined as the consummation of the purchase and sale transaction in accordance with this Agreement. The Closing Date shall be the date which is ten (10) business days after the Yavapai-Apache Tribal Council authorizes consummation of the transaction contemplated under this Agreement, which date, in Buyer's discretion, may occur earlier than the expiration of the Escrow Period, but in no event later than forty-five (45) days following execution of this Agreement by Buyer and Seller unless extended by mutual agreement of the parties. Upon Close of Escrow, (a) Buyer's Closing Conditions shall be satisfied or deemed waived by Buyer, (b) the executed and acknowledged Deed shall be delivered and recorded, and the executed

Other Conveyance Documents shall be delivered to Buyer, (c) the Purchase Price shall be paid to Seller in immediately available funds, and (d) full and unfettered possession of the Subject Property, subject only to Permitted Encumbrances and the provisions of Paragraph 14 (f), shall be delivered to Buyer.

19. Settlement Charges; Prorations and Adjustments. Post Closing Matters. Escrow fees and closing costs shall be allocated equally between Buyer and Seller. Buyer and Seller shall each pay its own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Seller shall pay all delinquent real property taxes on the Property at Close of Escrow; provided, if necessary to save any portion of the Real Property from foreclosure of a tax lien, Seller shall pay delinquent real property taxes (and applicable interest and other statutory charges) at Close of Escrow. Real property taxes payable by the Seller shall be prorated through Closing, based on the latest tax bill available. The Buyer and Seller shall promptly adjust any item to be prorated that is not determined or determinable at Closing as a Post-Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that the Escrow Company is relieved of any responsibility for said adjustments.

20. Intentionally Omitted.

21. Remedies/Default.

(a) Default by Seller. If any warranty or representation of Seller made herein shall prove to be materially untrue prior to Close of Escrow, or if Seller shall fail to perform any of Seller's obligations under this Agreement on or prior to the date for performance provided herein, and such breach is not cured within two (2) business days after Seller receives written notice thereof from Buyer, then Buyer shall elect, as Buyer's sole and exclusive remedy, to either: (i) waive the effect of such matter and proceed to consummate this transaction, (ii) to terminate this Agreement by giving notice of such termination to Seller and Escrow Agent, in which latter event the Escrow and this Agreement shall be terminated for all purposes, Escrow Agent shall return all other funds, documents and other items held in escrow to the Party that deposited same in escrow, and the Parties shall have no further rights or obligations under this Agreement, or (iii) file and serve an action within ninety (90) days of such default to compel specific performance of Seller's obligations hereunder, thereby waiving any other legal and equitable remedies against Seller. In no event shall Buyer be entitled to seek recovery of, or recover, any indirect, consequential (including lost profits), exemplary, punitive, or other monetary damages.

(b) Default by Buyer. If any warranty or representation of Buyer made herein shall prove to be materially untrue prior to Close of Escrow, or if Buyer shall fail to perform any of Buyer's obligations under this Agreement on or prior to the date for performance provided herein, (a "Buyer Default") and such Buyer Default is not cured within two (2) business days after Buyer receives written notice thereof from Seller, then Seller's sole and exclusive remedy hereunder shall be to terminate this Agreement by giving notice of such termination to Buyer and Escrow Agent, in which event the Escrow Agent shall return all other funds (if any), documents and other items held in escrow to the Party that deposited same in escrow, and the Parties shall have no further rights or obligations under this Agreement, except that Buyer shall remain liable for its obligations under Sections 10 and 11.

(c) Post-Closing Defaults. If the Closing occurs, each party waives any claim for damages or other remedies based on a breach or default under this Agreement known to such party as of the Closing. Each party shall have all rights and remedies for defaults occurring or discovered after the Closing if the defaulting party fails to cure within ten (10) days after receipt of written notice; except that each party waives any right to rescission or to seek recovery of, or

recover, any indirect, consequential (including lost profits), exemplary, punitive, or other monetary damages of any kind, other than actual damages.

22. **General.** Except to the extent inconsistent with the express language of the foregoing provisions of this Agreement, the general provisions set forth in this Section 22 shall govern the interpretation, application, construction and enforcement of this Agreement:

(a) **Survival of Representations, Warranties, and Indemnities.** All representations and warranties contained in this Agreement (and in any certificate or other instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true in all material respects on and as of the date so made and will be true in all material respects on and as of the date on which the transaction contemplated hereby is closed (except to the extent expressly made as of a particular date certain) and will survive such Closing Date for a period of six (6) months and then terminate, except that any claim for which legal action is filed and served within such time period shall survive until resolution of such action. If, prior to the Close of Escrow, either Party receives notice or obtains actual knowledge of any information that indicates any of the representations or warranties contained in this Agreement are untrue, then (i) such Party shall promptly advise the other Party in writing of such notice or knowledge, (ii) Seller's warranty or representation shall be deemed amended thereby, and (iii) Buyer shall have the right (as Buyer's sole remedy) to terminate this Agreement upon the earlier of the Closing Date or within ten (10) days after the date that Buyer first learned of such inaccuracy. All indemnities contained in this Agreement shall likewise survive the Closing Date.

(b) **Notices.** All notices shall be: (i) delivered in person; (ii) sent by fax or email; or (iii) mailed, postage prepaid, either by certified or registered mail, return receipt requested or by overnight express carrier, addressed in each case as follows:

If to Seller: Mr. Brent Bowden  
1223 S. Clearview Ave. Suite 105  
Mesa, AZ 85209  
bbowden@cardonbowden.com

and Mr. Pete Johnson  
Land Advisors Organization  
4900 N. Scottsdale Rd., Suite 3000  
Scottsdale, AZ 85251  
pjohnson@landadvisors.com

If to Buyer: The Yavapai-Apache Nation  
Attn.: Scott Canty  
2400 West Datsi Street  
Camp Verde, AZ 86322  
Email: acanty@yan-tribe.org

and                    Jon Huey, Chairman  
                         Yavapai-Apache Nation  
                         2400 Datsi Street  
                         Camp Verde, AZ 86322  
                         Email: Jhuey@yan-tribe.org

If to Escrow Agent:

Pioneer Title Agency  
100 N. Elden Street  
Flagstaff, Arizona 86001  
Attn: Kim Branson, Escrow Officer  
Phone No. 928- 779-0371  
Direct No. 928- 779-6508  
Email: Kim.Branson@pioneertitleagency.com

All notices and documents shall be deemed received and effective: (i) if delivered in person, on the day delivered; (ii) if sent by telecopy or email, on the day sent if a business day, or if such day is not a business day, then on the next business day; (iii) if sent by overnight express carrier, on the next business day immediately following the day sent; or (iv) if sent by registered or certified mail, on the second business day following the day sent.

(c) **Severability.** The provisions of this Agreement are severable. As such, the invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law, such clause or provision shall be ineffective, but the remaining provisions of the Agreement will not be affected and shall be construed in the broadest manner to effectuate the purposes of this Agreement. Further, the Parties agree to replace any void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

(d) **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. Each Party hereto expressly agrees to deal in good faith with the other in carrying out the provisions, intent and purpose of this Agreement. The provisions of this paragraph shall survive Close of Escrow.

(e) **Further Assurances Regarding Escrow.** The Parties agree to give such joint instructions to the Escrow Agent as shall be necessary to effectuate the applicable express provisions of this Agreement.

(f) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors in interest and assigns, but in no event shall any Party be relieved of its obligations hereunder without the express written consent of each other Party. Buyer shall not transfer or assign its interest in this Agreement without Seller's prior written consent, which may be withheld in Seller's sole and absolute judgment and discretion. Any purported assignment in violation of this Section shall be null and void and shall vest no rights in the purported assignee.



(g) **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof. A party's signature on this Agreement transmitted by facsimile or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing.

(h) **Time.** Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement. All references to days in this Agreement shall be construed a calendar day and a day shall begin at 12:00 a.m. and end at 11:59 p.m. In computing any time period prescribed or allowed under this Agreement, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed (signed by both Buyer and Seller) Agreement is delivered to and received by Seller's Broker.

(i) **Waiver.** Failure of any Party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

(j) **Integration Clause; Oral Modification.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

(k) **Captions.** Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

(l) **Governing Law.** This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Arizona, applicable to contracts executed within and wholly performable within such State.

(m) **Jurisdiction and Choice of Forum.** The Parties acknowledge that dispute resolution in a State of Arizona or federal court of competent jurisdiction shall be the exclusive means of resolving any dispute which may arise hereunder.

(n) **Interpretations.** To the extent permitted by the context in which used, (i) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa, and (ii) references to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.

(o) **Exhibits.** Any Exhibit attached hereto shall be deemed to have been incorporated herein by this reference, with the same force and effect as if fully set forth in the body hereof.

**(p) Business Day; Time for Performance.** Any reference in this Agreement to "business day" shall refer to a Monday, Tuesday, Wednesday, Thursday or Friday on which a majority of the banks (by number) having branch offices in Camp Verde, Arizona, are generally open for business in that Town. If the date on which an act specified to occur or be performed under this Agreement shall not be a business day, or if the last day on which an election, notice or other act can be made or accomplished under this Agreement shall not be a business day, then the same shall be timely if it occurs or is performed, made or accomplished on the next following business day.

**(q) Escrow Agent.** The parties hereby engage Pioneer Title Agency to act as "Escrow Agent" pursuant to this Agreement. The parties shall execute any standard form escrow instructions reasonably requested by Escrow Agent, but in all events this Agreement shall constitute Escrow Agent's primary instructions with respect to the transaction contemplated hereby.

**THE SIGNATURES OF SELLER AND BUYER APPEAR ON THE NEXT PAGE**

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement.

**Seller**

Viel Gluck, L.L.C., an Arizona limited liability company

By: CB Vineyard Group, L.L.C., an Arizona limited liability company, its Manager

By:   
Brent Bowden, Manager

Ben Fatto, L.L.C., an Arizona limited liability company

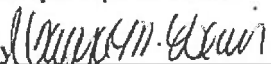
By: CH Vineyard Group, L.L.C., an Arizona limited liability company, its Manager

By: Cardon Hiatt Investments, L.L.C., an Arizona limited liability company, its Manager

By:   
Broc C. Hiatt, Manager

**Buyer**

Yavapai-Apache Nation

By:   
Tanya Lewis, Vice Chairwoman

**List of Exhibits**

<b>Exhibit A:</b>	<b>Legal Description of Land (See description in last recorded Deed)</b>
<b>Exhibit B:</b>	<b>Form of Deed</b>
<b>Exhibit C:</b>	<b>Additional Title Matters (if any)</b>
<b>Exhibit D:</b>	<b>List of all judgments, orders, writs, injunctions or decrees (if any)</b>

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Parcel No. 1:**

The West half of the Southeast quarter of section 26, Township 11 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

**Parcel No. 2:**

The West half of the Northeast quarter of Section 35, Township 11 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona:

EXCEPT the South half of the Southwest quarter of the Northeast quarter thereof.

**Parcel No. 3:**

The South half of the Southwest Quarter of the Northeast quarter of Section 35, Township 11 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

**Exhibit B**

**Form of Deed**

When recorded mail to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**SPECIAL WARRANTY DEED**

For the consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, \_\_\_\_\_, the Grantor, does hereby convey to \_\_\_\_\_, the Grantee, the following real property situated in Navajo County, Arizona ("Property"), together with all rights and privileges appurtenant thereto and any improvements located thereon:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE.**

**SUBJECT TO** all general and special real property taxes and other assessments; reservations in patents; easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record; all matters that would be disclosed by an accurate ALTA/NSPS survey or inspection of the Property, and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

**AND** the Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters above set forth.

**DATED:** \_\_\_\_\_, 20\_\_.

**[Balance of the Page Intentionally Left Blank; Signature Page Follows]**

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA            )

) ss.

County of Maricopa            )

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_, an \_\_\_\_\_, for and on behalf thereof.

\_\_\_\_\_  
Notary Seal/Stamp

**Exhibit C**  
**Additional Title Matters**



**Exhibit D**

**List of all judgments, orders, writs, injunctions or decrees**

**AMENDMENT NO. ONE TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

**(RE: Agreement for Purchase and Sale of Navajo County Tax Parcel Nos. 208-03-011B, 208-03-011C and 208-03-011D, approximately 164.9 acres of land located within the United States Apache Sitgreaves National Forest near Heber, Navajo County, Arizona)**

**This is Amendment Number One to that certain REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") entered into as of April 28, 2022, by and between Viel Gluck, L.L.C. and Ben Fatto, L.L.C. (collectively the "Seller"), and The Yavapai-Apache Nation ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."**

**The Agreement is Amended as follows:**

- 1. Extension of Escrow Period and Investigation.** Under Section 10 of the Agreement the Parties provided for an Escrow Period of 45 days, which period is scheduled to expire on June 12, 2022. The Parties have mutually determined that additional time is required for Escrow Agent to prepare a Title Commitment for Buyer's review. Therefore, the Parties, by this Amendment Number One, have agreed to extend the Escrow Period for an additional period extending through June 29th, 2022 ("Extended Escrow Period"). All deadlines and review periods under the Agreement shall be extended through the Extended Escrow Period.

**IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment Number One to the Agreement as of May 23, 2022.**

**THE SIGNATURES OF SELLER AND BUYER APPEAR ON THE NEXT PAGE**

**Seller**

Viel Gluck, L.L.C., an Arizona limited liability company

By: CB Vineyard Group, L.L.C., an Arizona limited liability company, its Manager

By:   
Elijah T. Cardon, Manager

Ben Fatto, L.L.C., an Arizona limited liability company

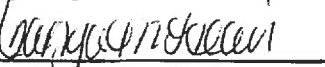
By: CH Vineyard Group, L.L.C., an Arizona limited liability company, its Manager

By: Cardon Hiatt Investments, L.L.C., an Arizona limited liability company, its Manager

By:   
Craig D. Cardon, Manager

**Buyer**

Yavapai-Apache Nation

By:   
Tanya Lewis, Vice Chairwoman

# EXHIBIT B

Yavapai-Apache Nation

Purchase of Navajo County Tax Parcels Nos. 208-03-011B, 208-03-011C and 208-03-011D – 164.9 Acres

Pioneer Title Agency, Inc., Combined Settlement Statement  
6/1/2022

Escrow No. 70516793 – 005 MJF

June 15, 2022

**PIONEER TITLE AGENCY, INC.**

100 N. Elden Street, Flagstaff, AZ 86001

Phone: (928) 779-0371 Fax: (928) 779-4112

**Combined Settlement Statement  
Estimated****Escrow No:** 70516793 - 005 MJF**Close Date:** 06/29/2022**Proration Date:** 06/29/2022**Date Prepared:** 6/1/2022**Buyer(s)/Borrower(s):** The Yavapai-Apache Nation**Seller(s):** Viel Gluck, LLC  
Ben Fatto, LLC**Property:** Vacant Land  
Heber, AZ

Buyer Debit	Buyer Credit	Description	Seller Debit	Seller Credit
702,500.00		<b>TOTAL CONSIDERATION:</b> Total Consideration		702,500.00
321.00		<b>ESCROW CHARGES</b> Escrow Fee to Pioneer Title Agency, Inc.	321.00	
30.00		<b>RECORDING FEES:</b> Recording Fees to Pioneer Title Agency, Inc.		
		<b>ADDITIONAL CHARGES:</b> 2021 Taxes - 11B, 11C & 11D to Navajo County Treasurer (Seller POC 3,164.04)		
	1,491.00	<b>PRORATIONS AND ADJUSTMENTS:</b> County Taxes from 1/1/2022 to 6/22/2022 based on the Annual amount of \$3,164.04	1,491.00	
		<b>COMMISSIONS:</b> Commission \$21,075.00 to Land Advisors Organization \$21,075.00 to HomeSmart	42,150.00	
		<b>TITLE CHARGES:</b> Owners Policy \$702,500.00 to Pioneer Title Agency, Inc.	1,617.00	
		Wire Fee to Pioneer Title Agency, Inc.	60.00	
702,851.00	1,491.00	Sub Totals	45,639.00	702,500.00
	701,360.00	Balance Due From Buyer	656,861.00	
702,851.00	702,851.00	Totals	702,500.00	702,500.00

It is agreed by the undersigned that the foregoing statement may change if a change in the escrow closing occurs or if other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**PIONEER TITLE AGENCY, INC.**

100 N. Elden Street, Flagstaff, AZ 86001

Phone: (928) 779-0371 Fax: (928) 779-4112

**Combined Settlement Statement  
Estimated**

**Escrow No:** 70516793 - 005 MJF

**Close Date:** 06/29/2022

**Proration Date:** 06/29/2022

**Date Prepared:** 6/1/2022

**Buyer(s)/Borrower(s):**

The Yavapai-Apache Nation

By:  
As:

**Seller(s):**

Viel Gluck, LLC

Ben Fatto, LLC

By: Brent A. Bowden, Manager of CB Vineyard Group, LLC an Arizona limited liability company, as Manager of Viel Gluck, LLC, an Arizona limited liability company

By: Craig D. Cardon, Manager of Cardon Hiatt Investments, L.L.C., an Arizona limited liability company, as Manager of CH Vineyard Group, L.L.C., an Arizona limited liability, as Manager of Ben Fatto, LLC, an Arizona limited liability company