



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE

Recording Requested By:
Old Republic Title Agency
File # 4754000076-DM

When Recorded, Return To:

James A. Wade
1127 LAWRENCE DR.
FT. COLLINS, CO. 80521

DATE/TIME: 06/14/07 1416
FEE: \$18.00
PAGES: 7
FEE NUMBER: 2007-069797

SPECIAL WARRANTY DEED

For valuable consideration, SUN LAKES – CASA GRANDE DEVELOPMENT, LLC, a Delaware limited liability company (“Grantor”), does hereby grant, sell and convey to James A. Wade, a married man, as his sole and separate property, as to an undivided 50% interest, AND Larry W. Kreider, an unmarried man, as to an undivided 50% interest, as tenants in common, (whether one or more, “Grantee”), the real property located in Pinal County, Arizona, more particularly described as follows (the “Property”):

SEE EXHIBIT ‘A’ ATTACHED HERETO.

SUBJECT TO: (a) current taxes, assessments, reservations in patents, all rights of way, easements, encumbrances, liens, obligations, liabilities, covenants, conditions, restrictions and all other matters as may appear in the records of Pinal County, Arizona; (b) all matters that would be disclosed by an inspection or an accurate ALTA/ACSM survey of the Property; (c) the reservation to Grantor, its successors and assigns of all water, oil, gas and minerals in, on or under the Property or that may be produced from the Property and all mineral rights relating to the Property; and (d) the matters set forth on Exhibit “B” and Exhibit “C”, attached hereto and incorporated herein by this reference.

See Exhibit “B” for Grantee’s acknowledgement regarding Home/Builder’s Limited Warranty.

See Exhibit “C” for Grantee’s acknowledgement regarding the Recreational Amenities Fee.

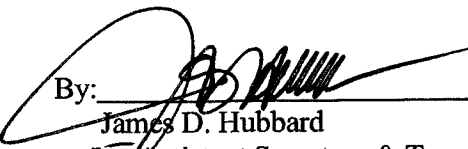
Grantor warrants title as against its own acts and none other, subject to the matters set forth above.

DATED: May 25, 2007.

GRANTOR:

SUN LAKES – CASA GRANDE
DEVELOPMENT, LLC,
a Delaware limited liability company

By: Arlington Property Management
Company, an Arizona corporation,
its Manager

By: 
James D. Hubbard
Its Assistant Secretary & Treasurer

STATE OF ARIZONA

) ss.

County of Maricopa

The foregoing instrument was acknowledged before me this 7 day of June, 2007, by James D. Hubbard, as Assistant Secretary and Treasurer of Arlington Property Management Company, an Arizona corporation, on behalf of the corporation, as Manager of Sun Lakes – Casa Grande Development, LLC, a Delaware limited liability company, on behalf of the company.

My Commission expires June 19, 2008


Notary Public

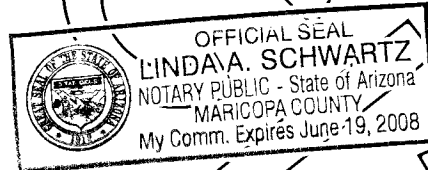


EXHIBIT A

Lot 64, ROBSON RANCH-CASA GRANDE UNIT FOUR, according to Cabinet F, Slide 5, Pinal County, and Affidavit of Correction recorded at 2005-75286, records of Pinal County, Arizona.

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or of this state, or decisions court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, or under the above described lands, as set forth in the recorded patent recorded in Docket 959, page 393.

EXCEPT all water, oil, gas, minerals and rights thereto

EXHIBIT "B"

Grantee acknowledges that, in conjunction with Grantor's conveyance of the Property, Grantor is issuing a "Home Builder's Limited Warranty" to Grantee. The Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, and, to the extent permitted by applicable law, all other express or implied warranties have been, and hereby are, waived by Grantee. The Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date this deed is recorded, and shall remain in effect with respect to the Property for such nine (9) year period. Properly interested parties may obtain a copy of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to the address set forth below.

Sun Lakes - Casa Grande Development, LLC
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attn: Legal Department

Buyer:

James A. Wade
James A. Wade

Larry W. Kreider by James A. Wade his attorney in fact.
Larry W. Kreider

State of Arizona
County of Pinal

Acknowledged before me on this 11th day of June, 2007, by James A. Wade, individually and on behalf of Larry W. Kreider, as his attorney in fact.

[Signature]
Notary Public

My Commission Expires:

10-7-08



EXHIBIT "C"

RECREATIONAL AMENITIES FEE ACKNOWLEDGEMENT

1. In addition to the foregoing, the subject property is being conveyed subject to the obligation of the property owner to pay a recreational amenities fee (the "Amenities Fee") of \$25 per month, as increased based on increases in the CPI as set forth below, to the Robson Ranch – CG Homeowners Association, Inc., an Arizona nonprofit corporation:(the "Association"), until the date that is 40 years from the date this deed is recorded.
2. The Amenities Fee shall be adjusted upward as of January 1 of each year (the "Adjustment Date"), commencing January 1, 2007, to reflect changes in the Consumer Price Index for All Urban Consumers -- U.S. Cities Average -- All Items (the "CPI") published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = -100) from October, 2005 to October of the year immediately prior to the adjustment. Notwithstanding the foregoing, in no event shall the Amenities Fee be decreased on any Adjustment Date. If at any time the CPI is no longer published or its manner of calculation is materially changed, Sun Lakes – Casa Grande Development, LLC, a Delaware limited liability company ("Casa Grande Development"), may substitute such substitute index, reconciled to October, 2005, as reasonably reflects changes in the purchasing power of the dollar.
3. If at any time (a) the Association is dissolved, or (b) the Association's obligation to pay Casa Grande Development a monthly fee in consideration for the conveyance of certain recreational amenities terminates for any reason, the Amenities Fee referenced above shall be paid directly to Casa Grande Development (or to such other entity as Casa Grande Development may designate from time to time), by the property owner.

ACCEPTED AND APPROVED BY:

James A. Wade
James A. Wade

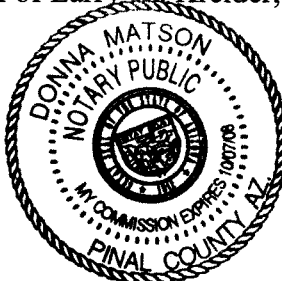
Larry W. Kreider by James A. Wade his attorney in fact.
Larry W. Kreider

State of Arizona
County of Pinal

Acknowledged before me on this 11th day of June, 2007, by James A. Wade, individually and on behalf of Larry W. Kreider, as his attorney in fact.

My Commission Expires:

10-7-08



[Signature]
Notary Public

Escrow No.: 4754000076-DM

ACCEPTANCE OF TENANCY IN COMMON

James A. Wade and Larry W. Kreider, each being duly sworn upon oath for himself or herself and jointly but not one for the other deposes and says:

THAT I am one of the Grantees or Beneficiaries named in that certain Special Warranty Deed which is dated May 25, 2007, and executed by Sun Lakes - Casa Grande Development, L.L.C., as Grantor or Trustor and in favor of James A. Wade, a married man, as his sole and separate property, as to an undivided 50% interest, AND Larry W. Kreider, an unmarried man, as to an undivided 50% interest, as tenants in common. as Grantee or Beneficiary and which instrument concerns the following described property:

*** See "Exhibit A" attached hereto and made a part hereof ***

THAT the interests of the undersigned are being taken by them as TENANTS IN COMMON, and not as Community Property or as Joint Tenants; and

THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such TENANTS IN COMMON and to acquire any interest in, or any proceeds arising out of said property, not as Community Property and not as Joint Tenants, but as TENANTS IN COMMON, each as to an undivided interest.

James A. Wade
James A. Wade

Larry W. Kreider by James A. Wade his attorney in fact.
Larry W. Kreider

State of Arizona
County of PINAL

On June 11, 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared James A. Wade, individually and on behalf of Larry W. Kreider, as his attorney in fact known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature: *[Signature]*

My commission expires: 10-7-08

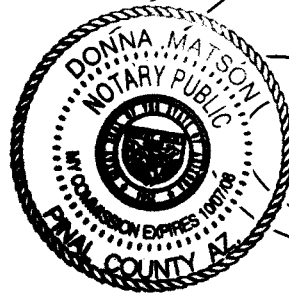


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EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, or of this state, or decisions court, to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and the exclusive right thereto, or under the above described lands, as set forth in the recorded patent recorded in Docket 959, page 393.

EXCEPT all water, oil, gas, minerals and rights thereto

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)
 Primary Parcel: 402 - 30 - 2470 -
 BOOK MAP PARCEL SPLIT LETTER
 Does this sale include any parcels that are being split / divided?
 (Check one: Yes No
 How many parcels, other than the Primary Parcel, are included in this sale? none
 Please list the additional parcels below (no more than four):
 (1) _____ (3) _____
 (2) _____ (4) _____

9. FOR:
 (a) COUNTY OF RECORDATION: PINAL
 (b) FEE NO: 2007-069797
 (c) RECORD DATE: 06/14/07
 (d)
Validation
 (e) ASSESSOR _____ (f) DUK _____

ASSESSOR'S USE ONLY
 Verify Primary Parcel in Item 1: _____
 Use code: _____ Full Cash Value: _____

2. SELLER'S NAME AND ADDRESS:
S.L.C.G. Dev. LLC
 9532 E. Riggs Road,
 Sun Lakes AZ 85248

3. (a) BUYER'S NAME AND ADDRESS:
 JAMES A. WADE, LARRY W. KREIDER
 1127 Lawrence Drive
 Fort Collins CO 80521
 (b) Are the Buyer and Seller related? Yes _____ No
 If Yes, state relationship: _____

4. ADDRESS OF PROPERTY: 4764 W. Nogales Way, Eloy, Arizona 85231

10. TYPE OF DEED OR INSTRUMENT (Check Only One Box):
 a. Warranty Deed d. Contract or Agreement
 b. Special Warranty Deed e. Quit Claim Deed
 c. Joint Tenancy Deed f. Other:

11. SALE PRICE ~~\$321,900~~ 336,336 **00**
12. DATE OF SALE (Numeric Digits): 06 / 14 / 07
 Month Year
 (For example: 03/05 for March 2005)

13. DOWN PAYMENT: \$ 336,336 **00**

5. MAIL TAX BILL TO:
 JAMES A. WADE, LARRY W. KREIDER
 4764 W. Nogales Way 1127 LAWRENCE Dr.
 Eloy AZ 85231 Fort Collins, Co. 80521

6. PROPERTY TYPE (for Primary Parcel): NOTE: Check Only One Box
 a. Vacant Land f. Commercial or Industrial Use
 b. Single Family Residence g. Agricultural
 c. Condo or Townhouse h. Mobile or Manufactured Home
 d. 2-4 Plex i. Other Use; Specify:
 e. Apartment Building

14. METHOD OF FINANCING
 a. Cash (100% of Sale Price) e. New loan(s) from financial institution:
 b. Exchange or trade (1) Conventional
 c. Assumption of existing loan(s) (2) VA
 d. Seller Loan (Carryback) (3) FHA
 f. Other financing; Specify:

15. PERSONAL PROPERTY (see reverse side for definition):
 (a) Did the Sale Price in Item #11 include Personal Property that impacted the Sale Price by 5% or more? Yes _____ No
 (b) If Yes, provide the dollar amount of the Personal Property:
 \$ _____ **00** **AND**
 briefly describe the Personal Property:

7. RESIDENTIAL BUYER'S USE: If you checked **b, c, d** or **h** in Item 6 above, please check one of the following:
 To be occupied by owner or "family member."
 To be rented to someone other than "family member."
 See reverse side for definition of a "family member."

16. PARTIAL INTEREST: If only a partial ownership interest is being sold, briefly describe the partial interest:

17. PARTY COMPLETING AFFIDAVIT (Name, Address):
 BUYER AND SELLER AS SHOWN ABOVE
 Phone () _____

8. NUMBER OF UNITS: _____
 For Apartment Properties, Motels, Hotels, Mobile Home Parks, RV Parks, Mini-Storage Properties, etc.

18. LEGAL DESCRIPTION (attach copy if necessary):
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

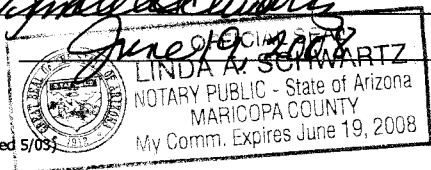
THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent: _____
 State of ARIZONA, County of MARICOPA

Signature of Buyer/Agent: _____
 State of ARIZONA, County of PINAL

Subscribed and sworn to before me on this 7 day of June 2007

Subscribed and sworn to before me on this 11th day of June 2007

Notary Public: _____
 Notary Expiration Date: _____



Notary: _____
 Notary Expiration Date: _____


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