

FIRST AMERICAN TITLE



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLÉ

When recorded return to:

Bart J. Page, Esq.
Lisker, Page & Gibson, PLLC
2355 East Camelback Road, Suite 615
Phoenix, Arizona 85016

DATE/TIME: 02/20/08 1438
FEE: \$16.00
PAGES: 7
FEE NUMBER: 2008-015525

NCS-26005

This Transfer is Exempt
from the Affidavit
and Transfer Tax
under ARS 11-1134

A-3

2/2

SPECIAL WARRANTY DEED
(With Restrictive Covenants)

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, **PULTE HOME CORPORATION**, a Michigan corporation, and **D.R. HORTON, INC.-DIETZ-CRANE**, a Delaware corporation (collectively, "Grantor"), does hereby convey to **MARICOPA UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of Arizona ("Grantee"), the following described property situated in Pinal County, Arizona (the "Property")

See Exhibit A attached hereto and made a part hereof,

SUBJECT TO: current taxes; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record; any and all conditions which a physical inspection, or accurate survey, of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

AND SUBJECT TO: the following covenants, conditions and restrictions (collectively, the "Restrictive Covenants") which shall benefit the real property-located adjacent to the Property and described on Exhibit B attached hereto (the "Benefited Project"):

1. **Use Restrictions.** The Property may be developed and used only for the following purposes: (a) office buildings for Maricopa Unified School District administration and programs, and related purposes, (b) a school, or (c) as open space. Regardless of the use to which the Property is put, Grantee shall at all times maintain the Property in a clean and safe condition, free of dust, weeds, trash and debris. The foregoing use restrictions shall continue in effect for sixty (60) years after the date of the recordation of this Special Warranty Deed.

2. **Construction Standards.** All construction upon the Property shall be performed in a good and workmanlike manner and in compliance with applicable laws, rules, codes and regulations.

3. **Enforcement.** Only Grantor (or an Assignee of Grantor, as defined below) shall have the right to enforce the Restrictive Covenants set forth herein in any manner permitted at law or in equity, including, but not limited to, an action to obtain specific performance and/or an

injunction to compel compliance with these Restrictive Covenants. Any assignment of Grantee's rights under these Restrictive Covenants to an assignee (an "Assignee") shall be made pursuant to a recorded assignment, and in no event shall more than one party have the right to enforce these Restrictive Covenants at any one time. The failure to take enforcement action with respect to a violation of these Restrictive Covenants shall not constitute or be deemed a waiver of the right to enforce these Restrictive Covenants in the future. If any lawsuit is filed to enforce the provisions of these Restrictive Covenants, the prevailing party in such action shall be entitled to recover from the non-prevailing party all attorneys' fees incurred by the prevailing party in the action. In no event shall any residential homeowner(s) within the Benefited Project (other than Grantor) have any right to enforce these Restrictive Covenants individually; however, upon or after such time that Grantor no longer owns any portion of the Benefited Project, Grantor may assign all of its rights and interests hereunder to a homeowners' association or property owners' association operating within the Benefited Project.

4. Governing Law. These Restrictive Covenants shall be governed and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of law.

5. Effect. The foregoing Restrictive Covenants are declared to be in furtherance of a plan to promote and protect the cooperative use, conduct, development, operation, appearance and maintenance of the Property and the surrounding Benefited Project and are established for the purpose of enhancing the value, desirability and attractiveness thereof. The covenants, conditions and restrictions set forth herein shall inure to the benefit of the Benefited Project as the dominant estate and shall be binding upon the Property as the servient estate, and shall apply to and bind every owner or other person now or hereafter owning or holding any interest in the Property, or occupying or possessing any portion thereof, and their respective heirs, successors and assigns, and shall constitute covenants running with the land and creating privity of contract and estate among all of the foregoing.

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

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 5th day of February, 2008

GRANTOR:

PULTE HOME CORPORATION
a Michigan corporation

By: Robert Kline

Its: Vice President of Land Services

STATE OF ARIZONA

County of Maricopa) ss.

Acknowledged before me this 5th day of February, 2008 by Robert Kline, the VP Land Services of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation.

My Commission Expires:

4/9/11

Cindy R. Coates
Notary Public



CINDY R. COATES
Notary Public - Arizona
Maricopa County
Expires 04/09/2011

D.R. HORTON, INC.-DIETZ-CRANE
a Delaware corporation

By: _____

Its: Vice President

STATE OF ARIZONA)
County of Maricopa) ss.

Acknowledged before me this 22 day of OCTOBER, 2007 by
KARL SPANGLER, the VICE PRESIDENT of D.R. Horton, Inc.-
Dietz-Crane, a Delaware corporation, on behalf of the corporation.

My Commission Expires:
4/2/2010

Renaë Kimberly
Notary Public



Exhibit "A"

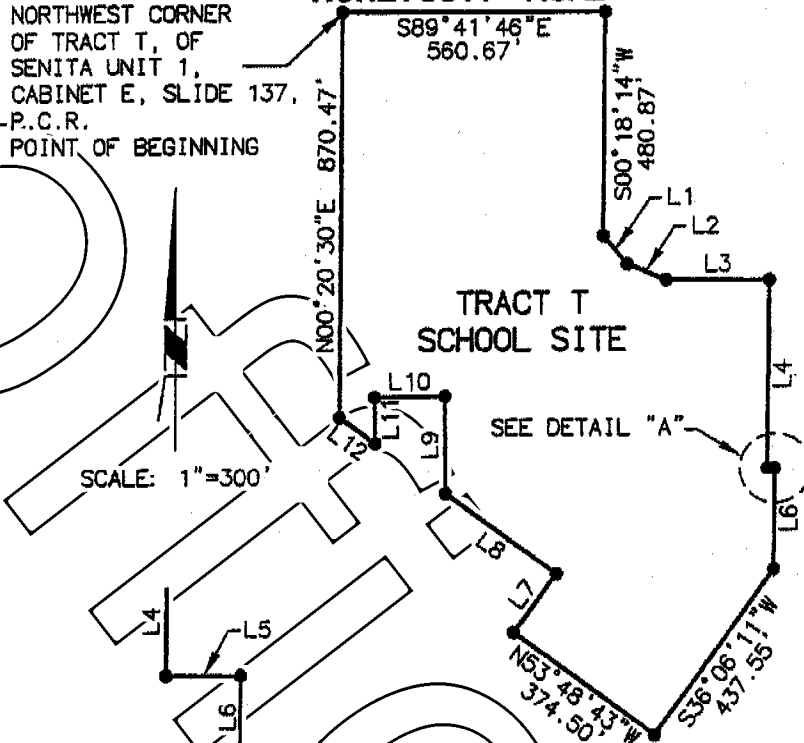
Legal Description of the Property

**SENITA UNIT 1
TRACT T - SCHOOL SITE
EXHIBIT**

NORTHWEST CORNER
OF TRACT T, OF
SENITA UNIT 1,
CABINET E, SLIDE 137,
P.C.R.
POINT OF BEGINNING

LINE TABLE		
NO.	BEARING	LENGTH
L1	S40°04'46"E	179.92'
L2	S68°12'06"E	91.20'
L3	S89°41'46"E	223.51'
L4	S00°18'14"W	405.00'
L5	S89°41'46"E	16.08'
L6	S00°18'14"W	217.76'
L7	N36°11'17"E	153.35'
L8	N53°48'43"W	295.40'
L9	N00°32'12"W	211.22'
L10	S89°27'48"W	150.00'
L11	S00°32'12"E	99.31'
L12	N53°48'43"W	95.08'

HONEYCUTT ROAD



SCALE: 1"=300'

SEE DETAIL "A"



DETAIL "A"
NOT TO SCALE

RBF JOB # 45-101426
SHEET 1 OF 1

RBF
CONSULTING
PLANNING
DESIGN
CONSTRUCTION

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN TRACT T OF "SENITA UNIT 1", A PLAT RECORDED IN CABINET E, SLIDE 137, PINAL COUNTY RECORDER'S OFFICE, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT T;

THENCE THE FOLLOWING 17 COURSES AND DISTANCES, AROUND THE PERIMETER OF SAID TRACT T;

THENCE SOUTH 89°41'46" WEST, A DISTANCE OF 560.67 FEET;

THENCE SOUTH 00°18'14" WEST, A DISTANCE OF 480.87 FEET;

THENCE SOUTH 40°04'46" EAST, A DISTANCE OF 79.92 FEET;

THENCE SOUTH 68°12'06" EAST, A DISTANCE OF 91.20 FEET;

THENCE SOUTH 89°41'46" EAST, A DISTANCE OF 223.51 FEET;

THENCE SOUTH 00°18'14" WEST, A DISTANCE OF 405.00 FEET;

THENCE SOUTH 89°41'46" EAST, A DISTANCE OF 16.08 FEET;

THENCE SOUTH 00°18'14" WEST, A DISTANCE OF 217.76 FEET;

THENCE SOUTH 36°06'11" WEST, A DISTANCE OF 437.55 FEET;

THENCE NORTH 53°48'43" WEST, A DISTANCE OF 374.50 FEET;

THENCE NORTH 36°11'17" EAST, A DISTANCE OF 153.35 FEET;

THENCE NORTH 53°48'43" WEST, A DISTANCE OF 295.40 FEET;

THENCE NORTH 00°32'12" WEST, A DISTANCE OF 211.22 FEET;

THENCE SOUTH 89°27'48" WEST, A DISTANCE OF 150.00 FEET;

THENCE SOUTH 00°32'12" EAST, A DISTANCE OF 99.31 FEET;

THENCE NORTH 53°48'43" WEST, A DISTANCE OF 95.08 FEET;

THENCE NORTH 00°20'30" EAST, A DISTANCE OF 870.47 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

Benefited Project

Senita Unit 1, according to the final plat recorded in Cabinet E, Slide 137, official records of Pinal County, Arizona;

Senita Unit 2, according to the final plat recorded in Cabinet F, Slide 98, official records of Pinal County, Arizona; and

Senita Unit 3, according to the final plat recorded in Cabinet F, Slide 171, official records of Pinal County, Arizona.