



First American Title

DATE/TIME: 01/28/2011 0917

FEE: \$15.00

PAGES: 4

FEE NUMBER: 2011-007717



462530 1/3

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 25th day of January, 2011, by Washington Federal Savings, a United States Corporation ("Grantor"), whose address is 425 Pike Street, Seattle, Washington 98101-4101, in favor of USPG Cottonwood, LLC ("Grantee"), whose address is c/o US Properties Group, 310 S. Hamilton Rd. Gahanna, Ohio 43230.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, sold and conveyed and by these presents does grant, sell and convey unto Grantee the real property (the "Real Property") located in Pinal County, Arizona, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO: current taxes and assessments; patent reservations; all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record or to which reference is made in the public record; easements, encroachments, rights-of way, rights or claims, or restrictions not shown by the public records which would be disclosed by a physical inspection, or accurate ALTA survey, of the Real Property would reveal; and unpatented mining claims.

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

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES, DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES (OTHER THAN THE LIMITED WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), 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 OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND

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GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE REAL PROPERTY, (C) THE SUITABILITY OF THE REAL PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE REAL PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE REAL PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE REAL PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF ANY PORTION, COMPONENT OR ASPECT OF THE REAL PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE REAL PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL REQUIREMENTS, PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS, INCLUDING THE EXISTENCE IN OR ON THE REAL PROPERTY OF HAZARDOUS MATERIALS. GRANTEE ACKNOWLEDGES AND AGREES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE REAL PROPERTY, AND EXCEPT AS OTHERWISE SET FORTH HEREIN, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE REAL PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE REAL PROPERTY "AS IS", "WHERE IS", and "WITH ALL FAULTS" INCLUDING WITHOUT LIMITATION ALL LEGAL MATTERS NOW OR HEREAFTER AFFECTING THE REAL PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE REAL PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE REAL PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS", "WHERE IS" BASIS "WITH ALL FAULTS".

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized officer on the day and year first above written.

GRANTOR:

Handwritten signature and a large stylized 'S' or 'B' mark.

EXHIBIT "A"

LOTS 1, 2 LOTS 6 THROUGH 64, INCLUSIVE, LOT 68, LOTS 72 THROUGH 124, INCLUSIVE OF COTTONWOOD RANCH, PARCEL "B" ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED AS CABINET F, SLIDE 184.

EXCEPT ALL GAS, OIL, METALS AND MINERALS AS RESERVED IN PATENT RECORDED IN BOOK 75 OF DEEDS, PAGE 448, RECORDS OF PINAL COUNTY, ARIZONA.

NOFFICE

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL NUMBER(S) (primary parcel number):
 Primary Parcel: 505-89-2030 6
 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? 114
 Please list the additional parcels below (no more than four):
 (1) see list attached (3) _____
 (2) _____ (4) _____

9. **FOR OFFICIAL USE ONLY: Buyer and Seller leave blank**
 (a) County of Recordation: **PINAL COUNTY**
 (b) Docket & Page Number: **DATE/TIME: 01/28/2011 0917**
 (c) Date of Recording:
 (d) Fee / Recording Number: **FEE NUMBER: 2011-007717**
Validation Codes:
 (e) ASSESSOR: _____ (f) DOR: _____

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

2. SELLER'S NAME AND ADDRESS:
Washington Federal Savings
2196 E. Camelback Road
Phoenix, AZ 85016

3. (a) BUYER'S NAME AND ADDRESS:
USPG Cottonwood, LLC
c/o U.S. Properties Group, 310 S Hamilton Rd
Gahanna, OH 43230

(b) Are the Buyer and Seller related: Yes _____ No
 If yes, state relationship: _____

4. ADDRESS OF PROPERTY:
115 lots, Cottonwood Ranch Parcel B
Pinal County, AZ

5. MAIL TAX BILL TO:
USPG Cottonwood, LLC
c/o U.S. Properties Group, 310 S Hamilton Rd
Gahanna, OH 43230

6. PROPERTY TYPE (for Primary Parcel): **NOTE: Check Only One Box**

a. <input checked="" type="checkbox"/> Vacant Land	f. <input type="checkbox"/> Commercial or Industrial Use
b. <input type="checkbox"/> Single Family Residence	g. <input type="checkbox"/> Agricultural
c. <input type="checkbox"/> Condo or Townhouse	h. <input type="checkbox"/> Mobile or Manufactured Home
d. <input type="checkbox"/> 2-4 Plex	i. <input type="checkbox"/> Other Use, Specify: _____
e. <input type="checkbox"/> Apartment Building	

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 To be rented to someone other than "family member."
 See reverse side for definition of a "family member."

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

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: Jarah Lane
 State of Arizona, County of Maricopa
 Subscribed and sworn to before me on this 28 day of January
 Notary Public: Cathy L. Criner
 Notary Expiration Date: 9/22/11



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

11. SALE PRICE: 1,403,000.00 00
 12. DATE OF SALE (Numeric Digits): 01/2011
 Month Year
 (For example: 03 / 05 for March 2005)

13. DOWN PAYMENT: \$ 0 00

14. METHOD OF FINANCING:
 a. Cash (100% of Sale Price)
 b. Exchange or trade
 c. Assumption of existing loan(s)
 d. Seller Loan (Carryback)
 e. New loan(s) from Financial Institution:
 (1) Conventional
 (2) VA
 (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: _____

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

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):
First American Title Insurance Company National Commercial
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016
NCS-462530-PHX1 (cf) Phone: (602)567-8100

18. LEGAL DESCRIPTION (attach copy if necessary):
 see attached list

Signature of Buyer/Agent: Bennett Simon
 State of Texas, County of Collin
 Subscribed and sworn to before me on this 26 day of January, 2011
 Notary Public: Lisa Halverson
 Notary Expiration: June 19, 2012



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List for Affidavit of Property Value

File # 462530

Parcel Number

505-89-2030 6

505-89-2040 5

505-89-2080 1

505-89-2090 0

505-89-2100 7

505-89-2110 6

505-89-2120 5

505-89-2130 4

505-89-2140 3 ✓

505-89-2150 2

505-89-2160 1

505-89-2170 0

505-89-2180 9

505-89-2190 8

505-89-2200 5

505-89-2210 4

505-89-2220 3

505-89-2230 2

505-89-2240 1

505-89-2250 0

505-89-2260 9

505-89-2270 8

505-89-2280 7

505-89-2290 6

505-89-2300 3

505-89-2310 2

505-89-2320 1

505-89-2330 0

505-89-2340 9

505-89-2350 8

505-89-2360 7

505-89-2370 6

505-89-2380 5

505-89-2390 4

505-89-2400 1

505-89-2410 0

505-89-2420 9

505-89-2430 8

505-89-2440 7

505-89-2450 6

505-89-2460 5

Official's

505-89-2470 4
505-89-2480 3
505-89-2490 2
505-89-2500 8
505-89-2510 7
505-89-2520 6
505-89-2530 5
505-89-2540 4
505-89-2550 3
505-89-2560 2
505-89-2570 1
505-89-2580 0
505-89-2590 9
505-89-2600 6
505-89-2610 5
505-89-2620 4
505-89-2630 3
505-89-2640 2
505-89-2650 1
505-89-2660 0
505-89-2700 4
505-89-2740 0
505-89-2750 9
505-89-2760 8
505-89-2770 7
505-89-2780 6
505-89-2790 5
505-89-2800 2
505-89-2810 1
505-89-2820 0
505-89-2830 9
505-89-2840 8
505-89-2850 7
505-89-2860 6
505-89-2870 5
505-89-2880 4
505-89-2890 3
505-89-2900 0
505-89-2910 9
505-89-2920 8
505-89-2930 7
505-89-2940 6
505-89-2950 5
505-89-2960 4

Office

505-89-2970 3
505-89-2980 2
505-89-2990 1
505-89-3000 8
505-89-3010 7
505-89-3020 6
505-89-3030 5
505-89-3040 4
505-89-3050 3
505-89-3060 2
505-89-3070 1
505-89-3080 0 ✓
505-89-3090 9
505-89-3100 6
505-89-3110 5
505-89-3120 4
505-89-3130 3
505-89-3140 2
505-89-3150 1
505-89-3160 0
505-89-3170 9
505-89-3180 8
505-89-3190 7
505-89-3200 4
505-89-3210 3
505-89-3220 2
505-89-3230 1
505-89-3240 0
505-89-3250 9
500-89-3260 8

Office

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WORLDWIDE