



RECORDING REQUESTED BY
OLD REPUBLIC TITLE AGENCY

ORDER #: 4729005896-CM

WHEN RECORDED MAIL TO
Willow Creek Land Co., LLC
45 Golf Drive
Wentworth, SD 57075

DATE/TIME: 07/17/2013 0934

FEE: \$11.00

PAGES: 5

FEE NUMBER: 2013-058623



1 of 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 Willow Creek Land Co., LLC, a Minnesota limited liability company (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 and made a part hereof. * * *

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: June 27, 2013.

GRANTOR:

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

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

By: [Signature]

Its: Controller

STATE OF ARIZONA

County of Maricopa

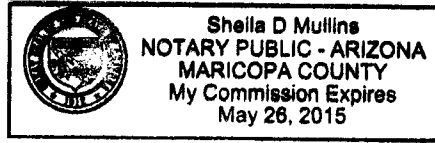
) ss.

The foregoing instrument was acknowledged before me this 27 day of June,

2013, by Paula Robinson, as Controller of Arlington Property Management Company, an Arizona corporation, on behalf of the corporation as Manager of Sun Lakes – Casa Grande, LLC, a Delaware limited liability company, on behalf of the company.

Sheila D Mullins

Notary Public



ORDER NO. : 4729005896-CM

EXHIBIT A

Lot 13, ROBSON RANCH-ARIZONA UNIT NINETEEN "A", According to final Plat recorded at Fee No. 2012-0103915, 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.

Robson Ranch

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. The Home Builder's Limited Warranty described in this paragraph includes a dispute resolution procedure that involves binding arbitration of disputes regarding (a) the Home Builder's Limited Warranty, (b) the design or construction of the residence and (c) the sale of the property, all as more particularly described therein. Properly interested parties may obtain a copy of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to Grantor at the following address:

9532 East Riggs Road Sun Lakes, Arizona 85248 Attn: Legal Department

Grantee:
Willow Creek Land Co., LLC, a Minnesota limited liability company

By: Stephen T. Morgan, Member
Stephen T. Morgan, Member

State of Arizona

County of Pinal

The foregoing instrument was acknowledged before me on this 16 day of July, 2013 by Stephen T. Morgan, Member of Willow Creek Land Co., LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Mark S. Espinosa
Notary Public

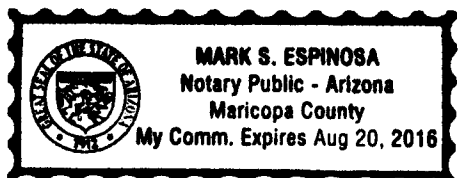


EXHIBIT "C"

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:

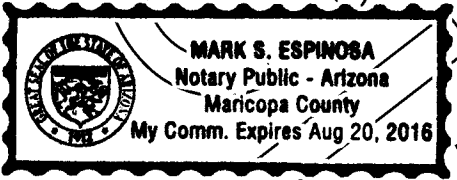
Willow Creek Land Co., LLC, a Minnesota limited liability company

By: Stephen T. Morgan, Member
Stephen T. Morgan, Member

State of Arizona
County of Pinal

The foregoing instrument was acknowledged before me this 16 day of July, 2013
by Stephen T. Morgan, Member of Willow Creek Land Co., LLC an Minnesota limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



AFFIDAVIT OF PROPERTY VALUE

FOR RECORDER'S USE ONLY

PINAL COUNTY
DATE/TIME: 07/17/2013 0934
FEE NUMBER: 2013-058623

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)
Primary Parcel: 402 - 28 - 001 - E
BOOK MAP PARCEL SPLIT
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?
Please list the additional parcels below (attach list if necessary):
(1) _____ (2) _____
(3) _____ (4) _____

10. SALE PRICE: \$ 188,687.00

11. DATE OF SALE (Numeric Digits): 03 / 13
Month / Year

12. DOWN PAYMENT \$ 188,687.00

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

2. SELLER'S NAME AND ADDRESS:
SUN LAKES - CASA GRANDE DEVELOPMENT, LLC
9532 E. Riggs Road
Sun Lakes AZ 85248

14. PERSONAL PROPERTY (see reverse side for definition):
(a) Did the Sale Price in Item 10 include Personal Property that impacted the Sale Price by 5 percent or more? Yes No
(b) If Yes, provide the dollar amount of the Personal Property: \$ _____ AND

3. (a) BUYER'S NAME AND ADDRESS:
WILLOW CREEK LAND CO., LLC
45 Golf Drive
Wentworth SD 57075

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

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

4. ADDRESS OF PROPERTY:
4978 W. Posse Drive, Eloy, Arizona 85131

16. SOLAR / ENERGY EFFICIENT COMPONENTS:
(a) Did the Sale Price in Item 10 include solar energy devices, energy efficient building components, renewable energy equipment or combined heat and power systems that impacted the Sale Price by 5 percent or more? Yes No
If Yes, briefly describe the solar / energy efficient components: _____

5. MAIL TAX BILL TO:
WILLOW CREEK LAND CO., LLC
45 Golf Drive
Wentworth SD 57075

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

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 used as a primary residence. Owner occupied, not a primary residence.
 To be rented to someone other than a "family member."
See reverse side for definition of a "primary residence" or "family member."

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

8. If you checked e or f in Item 6 above, indicate the number of units:
For Apartments, Motels / Hotels, Mobile Home / RV Parks, etc.

18. LEGAL DESCRIPTION (attach copy if necessary):

9. 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:

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
Subscribed and sworn to before me on this 16th day of July 2013
Notary Public _____
Notary Expiration Date 8/4/2016
DOR FORM 82162 (08/2012)

Signature of Buyer / Agent _____
State of Arizona _____, County of Pinal
Subscribed and sworn to before me on this 16 day of July 2013
Notary Public _____
Notary Expiration Date 8-20-2014

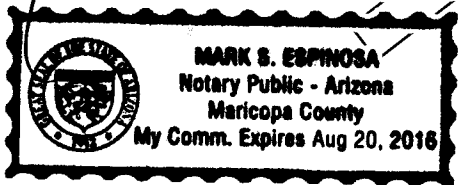


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EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium, or any other material which 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.