



When Recorded, Return To:

Evergreen Devco, Inc.
2390 East Camelback Road
Suite 410
Phoenix, Arizona 85016
Attn: Mr. Doug Leventhal

UCS-650233

DATE/TIME: 10/14/2014 1114

FEE: \$13.00

PAGES: 7

FEE NUMBER: 2014-059036



SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations, FLORENCE BLVD & I-10, LLC, an Arizona limited liability company, Grantor, does hereby convey to FA-I-10 & FLORENCE, L.L.C., an Arizona limited liability company, Grantee, that certain real property situated in Pinal County, Arizona, more particularly described on Exhibit "A" attached hereto and made a part hereof, including, without limitation, all improvements situated thereon, and all rights and privileges appurtenant thereto.

SUBJECT TO only those matters set forth on Exhibit "B" attached hereto and made a part hereof.

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

DATED this 14 day of October, 2014.

FLORENCE BLVD & I-10, LLC,
an Arizona limited liability company

By: 
RAYMOND A. LAMB, Member

By: QUEMADO PARTNERS LLC,
an Arizona limited liability company
Its: Member

By: Signed in counterpart
Steven J. Johnson
Its: Manager

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SUBJECT TO only those matters set forth on Exhibit "B" attached hereto and made a part hereof.

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

DATED this 14 day of October, 2014.

FLORENCE BLVD & I-10, LLC,
an Arizona limited liability company

By: Signed in counterpart

RAYMOND A. LAMB, Member

By: QUEMADO PARTNERS LLC,
an Arizona limited liability company

Its: Member

By: Steven J. Johnson

Its: Manager

STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 7th day of October, 2014, by Raymond A. Lamb, Member of FLORENCE BLVD & I-10, LLC, an Arizona limited liability company, on behalf of the company.

WITNESS my hand and official seal.

Kathy Jordan
Notary Public

My Commission Expires:

July 20, 2017



STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of October, 2014, by Steven J. Johnson, Manager of Quemado Partners LLC, an Arizona limited liability company, Member of FLORENCE BLVD & I-10, LLC, an Arizona limited liability company, on behalf of the company.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 2014, by Raymond A. Lamb, Member of FLORENCE BLVD & I-10, LLC, an Arizona limited liability company, on behalf of the company.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

STATE OF Arizona)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 9 day of October, 2014, by Steven J. Johnson, Manager of Quemado Partners LLC, an Arizona limited liability company, Member of FLORENCE BLVD & I-10, LLC, an Arizona limited liability company, on behalf of the company.

WITNESS my hand and official seal.

[Signature]

Notary Public

My Commission Expires:
Feb. 4, 2017

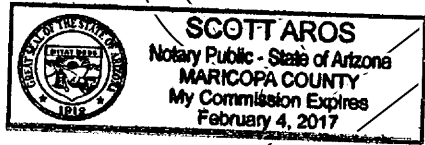


EXHIBIT "A"

Legal Description

A PORTION OF PARCEL 3, OF RE-SUBDIVISION OF PARCEL 3 & 5 OF MISSION PLAZA AT MISSION ROYALE, A SUBDIVISION ACCORDING TO THE PLAT RECORDED AT DOCUMENT NO. 2012-39739 OF OFFICIAL RECORDS AND AFFIDAVIT OF CORRECTION RECORDED AS 2012-102394, RECORDS OF PINAL COUNTY, ARIZONA.

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 6 EAST OF THE GILA RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ARIZONA HIGHWAY DEPARTMENT BRASS CAP FLUSHED AND ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH A FOUND BRASS CAP IN HAND HOLE AND ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 89 DEGREES 55 MINUTES 54 SECONDS EAST, A DISTANCE OF 2671.59 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE 1728.61 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 06 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE SOUTH RIGHT-OF-WAY OF FLORENCE BOULEVARD AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 55 MINUTES 54 SECONDS EAST, A DISTANCE OF 621.54 FEET;

THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 04 MINUTES 06 SECONDS WEST, A DISTANCE OF 268.15 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 53 SECONDS WEST, A DISTANCE OF 296.59 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, A DISTANCE OF 237.00 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 53 SECONDS WEST, A DISTANCE OF 325.00 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, A DISTANCE OF 31.15 FEET AND THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 89,650 S.F. (2.0581 AC.) MORE OF LESS AND IS SUBJECT TO ANY EASEMENT, RESTRICTION, OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

EXHIBIT "B"

Permitted Exceptions

1. Second installment of 2014 taxes, a lien, payable on or before March 1, 2015, and delinquent May 1, 2015.
2. Any charge upon said land by reason of its inclusion in Central Arizona Groundwater Replenishment District. (All assessments due and payable are paid.)
3. Any charge upon said land by reason of its inclusion in Mission Royale Master Community Association, Inc.. (All assessments due and payable are paid.)
4. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District. (All assessments due and payable are paid.)
5. Any charge upon said land by reason of its inclusion in HoHoKam Irrigation and Drainage District. (All assessments due and payable are paid.)
6. Any charge upon said land by reason of its inclusion in Mission Royale Community Facilities District. (All assessments due and payable are paid.)
7. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
8. Maintenance obligations as set forth in Article XV of Declaration recorded as 2003-058612 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. An easement for electric transmission lines and incidental purposes in the document recorded as Docket 340, Page 86 and thereafter modified as 2003-001713 of Official Records and as 2003-001714 of Official Records.
10. An easement for electric lines and incidental purposes in the document recorded as Docket 862, Page 953 and thereafter modified as 2003-001713 of Official Records and as 2003-001714 of Official Records.
11. An easement for telephone and telegraph lines and incidental purposes in the document recorded as Docket 593 and Page 792.
12. An easement for telephone and telegraph lines and incidental purposes in the document recorded as Docket 1218 and Page 612.
13. An easement for pipelines and incidental purposes in the document recorded as 2003-051173 of Official Records.
14. All matters as set forth in Minor Land Division, recorded as Book 23 of Surveys, Page 223.

15. All matters as set forth in Declaration of Covenants, Conditions, Restrictions and Cross-Easements, recorded May 20, 2009 as 2009-051051 of Official Records.

16. All matters as set forth in Restrictive Covenant, recorded May 20, 2009 as 2009-051052 of Official Records.

17. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Mission Plaza at Mission Royale, as recorded in Plat 2010-84068 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

18. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Re-Subdivision of Parcel 3 & 5, Mission Plaza at Mission Royale, as recorded in Plat 2012-039739 of Official Records and Affidavit of Correction recorded as 2012-102394 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

19. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in 2009-013058 of Official Records and Supplemental recorded as 2010-103075, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

20. An easement for conveying water for domestic use, fire protection and irrigation, ingress and egress and incidental purposes in the document recorded as 2011-019166 of Official Records.

21. An easement for installation and maintenance of a natural gas pipeline or pipelines and incidental purposes in the document recorded as 2011-018227 of Official Records.

22. The terms and provisions contained in the document entitled "Sign Development and Easement Agreement" recorded May 14, 2013 as 2013-040109 of Official Records.

23. An easement for installation and maintenance of a natural gas pipeline or pipelines and incidental purposes in the document recorded as 2013-082071 of Official Records.

24. An easement for underground electric distribution and transmission and incidental purposes in the document recorded as 2009-088991 of Official Records.

25. Water rights, claims or title to water, whether or not shown by the public records.

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 505-25-008F - SPLIT
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? 0

Please list the additional parcels below (attach list if necessary):

(1) _____ (3) _____
(2) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

Florence Blvd & I-10, LLC
17550 N. Perimeter Dr. #180
Scottsdale, AZ 85255

3. (a) BUYER'S NAME AND ADDRESS:

FA-I-10 & Florence, L.L.C.
2390 East Camelback Road, Suite 410
Phoenix, AZ 85016

(b) Are the Buyer and Seller related? Yes No

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

Vacant Land
Casa Grande, AZ

5. (a) MAIL TAX BILL TO: (Taxes due even if no bill received)

FA-I-10 & Florence, L.L.C.
2390 East Camelback Road, Suite 410
Phoenix, AZ 85016

(b) Next tax payment due 10/1/2015

6. PROPERTY TYPE (for primary parcel): NOTE: Check Only One Box

- a. Vacant land
- b. Single Family Residence
- c. Condo or Townhouse
- d. 2-4 Plex
- e. Apartment Building
- f. Commercial or Industrial Use
- g. Agriculture
- h. Mobile or manufactured Home
 Affixed Not Affixed
- i. Other Use; Specify: _____

7. RESIDENTIAL BUYER'S USE: If you checked b, c, d or h in item 6 above, please check one of the following:

- a. To be used as a primary residence.
- b. To be rented to someone other than a "qualified family member."
- c. To be used as a non-primary or secondary residence.

See reverse side for definition of a "primary residence, secondary residence" and "family member."

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.

FOR RECORDER'S USE ONLY

PINAL COUNTY

DATE/TIME: 10/14/2014 1114

FEE NUMBER: 2014-059036

9. 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:

10. SALE PRICE: \$ 1,700,000.00 00

11. DATE OF SALE (Numeric Digits): 0 / 1 / 14
Month/Year

12. DOWN PAYMENT \$ 1,700,000.00 00

13. METHOD OF FINANCING:

- a. Cash (100% of Sale Price)
- b. Barter 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: _____

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:

\$ 00 AND

briefly describe the Personal Property: _____

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

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: _____

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone Number):

First American Title Insurance Company, National Commercial Services
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016
Phone (602)567-8100

18. LEGAL DESCRIPTION (attach copy if necessary):

See Attached Exhibit "A"

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.

Raymond A. Lamb
Signature of Seller / Agent
State of ARIZONA, County of Maricopa
Subscribed and sworn to before me on this 14 day of October 20 14
Notary Public Kathy Jordan
Notary Expiration Date July 20, 2015

[Signature]
Signature of Buyer / Agent
State of Arizona, County of Maricopa
Subscribed and sworn to before me on this 14 day of October 20 14
Notary Public [Signature]
Notary Expiration Date August 14, 2015



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