

RECORDING REQUESTED BY
Old Republic Title Agency

ORDER #: 4742009360

WHEN RECORDED MAIL TO

Ross E. Bartley and Penny L. Bartley
35782 S. Desert Sun Drive
Tucson, AZ 85739



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS**

Electronically Recorded

DATE/TIME: May 09, 2018 8:39 AM

FEE: \$ 17.00

PAGES: 6

FEE NUMBER: 2018-034601



192
RE: Trust No. 2448 and 2447

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SPECIAL WARRANTY DEED
(CORPORATION)**

For valuable consideration, Old Republic Title Insurance Agency, Inc., an Arizona Corporation, as Trustee under Trust 2448 and 2447, "Grantor," does hereby convey to:

Ross E. Bartley and Penny L. Bartley, husband and wife, "Grantee (s)"

The following described property situated in Pinal County, Arizona (the "Property"):

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

To the extent the foregoing rights are not reserved in the Patent or to the extent such reservation is no longer effective, such rights are reserved to the Grantor.

SUBJECT TO: Current taxes, assessments, reservations in Patents and all easements, rights of way, conditions and restrictions as may appear of record.

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

The disclosure of trust beneficiaries is recorded in Instrument No. 2001-001404 and No. 2001-001405

See Exhibit "B" attached hereto and incorporated herein by this reference for Grantee's acknowledgement regarding Home Builder's Limited Warranty.

Dated: April 19, 2018

Old Republic Title Insurance Agency, Inc., an Arizona Corporation,
As Trustee under Trust 2448 and 2447

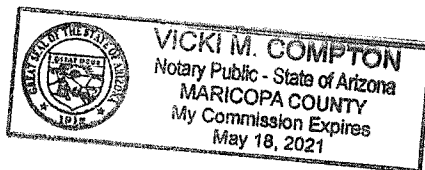
By: 

Roy H. McGrath

State of Arizona)
)
County of Pima)

On this 19th day of April, 2018, before me the undersigned, personally appeared Ray H. McGrath, who acknowledged herself/himself to be the Vice President of OLD REPUBLIC TITLE INSURANCE AGENCY, INC., an Corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, be signing the name of the corporation by herself/himself as such officer.

Vicki M. Compton
Notary Public



Escrow No.: 4742009360

ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

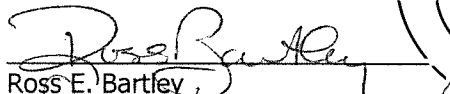
Ross E. Bartley and Penny L. Bartley, each being duly sworn upon oath for himself or herself, and jointly, but not one for the other, deposes and says:

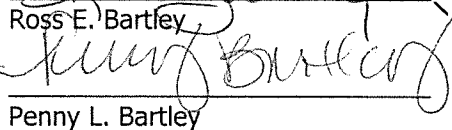
That I am one of the Grantees named in that certain Special Warranty Deed deed which is Dated April 19, 2018 and executed by Old Republic Title Insurance Agency, Inc., an Arizona Corporation, as Trustee under Trust No. 2448 and 2447, as Grantor and Ross E. Bartley and Penny L. Bartley, husband and wife, as Grantee 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 COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, and not as Tenants in Common or as Joint Tenants; and

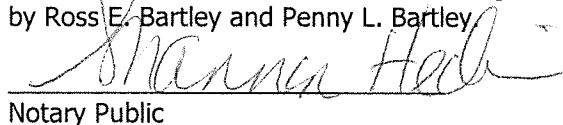
THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP and to acquire any interest in, or any proceeds arising out of said property, not as Tenants in Common and not as Joint Tenants, but as COMMUNITY PROPERTY WITH RIGHTS OF SURVIVORSHIP.

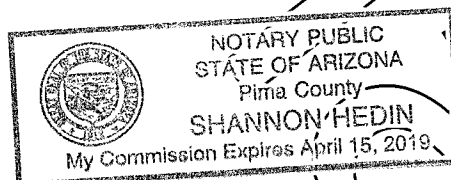

Ross E. Bartley


Penny L. Bartley

State of Arizona
County of Pima

The foregoing instrument was acknowledged before me this 8 day of May, 2018
by Ross E. Bartley and Penny L. Bartley


Notary Public



ORDER NO. : 4742009360

EXHIBIT A

Lot 62, SADDLEBROOKE UNIT FORTY TWO, according to Cabinet D, Slide 59 and Affidavit of Correction recorded at Fee No. 2002-60624 and at Fee No. 2003-22056, records of Pinal County, Arizona;

EXCEPTING all minerals and all uranium, thorium or other materials which are or may be determined to be peculiarly essential to the production of fissionable materials, as reserved in the patent;

EXHIBIT "B"

**COVENANTS AND ACKNOWLEDGMENTS REGARDING ARBITRATION ADDENDUM
AND REGARDING HOME BUILDER'S LIMITED WARRANTY**

Grantee understands, acknowledges and agrees that in conjunction with Grantor's conveyance of the Property, SDC (SaddleBrooke Development Company) and Grantee have agreed that for their mutual benefit all disputes arising out of or related to the Property, including but not limited to the design and construction of the residence thereon, shall be subject to binding arbitration, as set forth in the arbitration provision in the Purchase Agreement (and Deposit Receipt) that gave rise to this Special Warranty Deed, and that resolution of any such disputes shall be subject to all of the terms, conditions and limitations specified in arbitration provision in the Purchase Agreement (and Deposit Receipt), including but not limited to those with respect to remedies, costs and attorneys' fees. The arbitration provision in the Purchase Agreement (and Deposit Receipt) is intended to run with land and to inure to the benefit of and to be binding on all respective successors and assigns of SDC and Grantee, including but not limited to Grantee's successors in interest with respect to the Property, for a period of eleven (11) years following the date this deed is recorded.

Grantee also understands, acknowledges and agrees that (a) in conjunction with Grantor's conveyance of the Property, SDC is issuing a "Home Builder's Limited Warranty" to Grantee, (b) the Home Builder's Limited Warranty is the only express warranty applicable to the purchase of the Property, other than the title warranty contained in this deed, (c) to the fullest extent permitted by applicable law, all other express and all implied warranties have been, and hereby are, waived by Grantee, and (d) the Home Builder's Limited Warranty is intended to run with the land for a period of nine (9) years from the date of substantial completion of the construction (**not** 9 years from the date of the recordation of this deed), 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 arbitration provision in the Purchase Agreement (and Deposit Receipt) and/or of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to SDC at the following address: 9532 East Riggs Road Sun Lakes, Arizona 85248 Attn: Legal Department.

[see following page for signature and acknowledgment]

GRANTEE:

Ross Bartley
Ross E. Bartley

Penny L. Bartley
Penny L. Bartley

STATE OF ARIZONA)

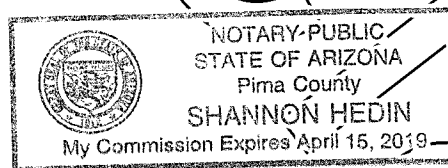
County of Pima) ss.

The foregoing instrument was acknowledged before me this 8 day of May, 2018, by Ross E. Bartley and Penny L. Bartley.

Shannon Hedin
Notary Public

My Commission Expires:

4.15.19



AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 305 - 34 - 1620 -
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) (2)
(3) (4)

2. SELLER'S NAME AND ADDRESS:

Old Republic Title Ins Agency Inc. Trust-2448 & 2447
2375 E. Camelback RD ste 180
Phoenix AZ 85016

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

ROSS E. BARTLEY, PENNY L. BARTLEY
34621 SE Bybee St.
Snoqualmie WA 98065

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

If Yes, state relationship:

4. ADDRESS OF PROPERTY:

35782 S. Desert Sun Drive, Tucson, Arizona 85739

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

ROSS E. BARTLEY, PENNY L. BARTLEY
35782 S. Desert Sun Drive
Tucson AZ 85739

(b) Next tax payment due October 2018

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:

- 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" or "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.

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

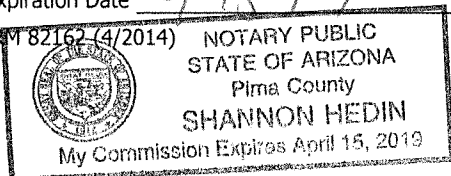
State of Arizona, County of Pima

Subscribed and sworn to before me on this 8 day of May 2018

Notary Public

Notary Expiration Date 4-15-19

DOR FORM 82162 (4/2014)



FOR RECORDER'S USE ONLY

PINAL COUNTY

DATE/TIME: 05/09/ 2018 8:39 AM

FEE NUMBER: 2018-034601_AOPV

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:

10. SALE PRICE: \$ 629,180.00

11. DATE OF SALE (Numeric Digits): 06 / 17

Month / Year

12. DOWN PAYMENT \$ 429,180.00

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:

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

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):

BUYER AND SELLER AS SHOWN ABOVE

Phone:

18. LEGAL DESCRIPTION (attach copy if necessary):

EXHIBIT "A" ATTACHED HERETO

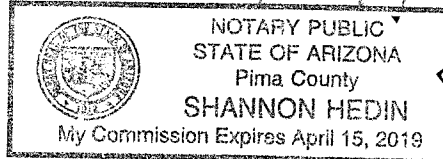
Signature of Buyer / Agent

State of Arizona, County of Pima

Subscribed and sworn to before me on this 8 day of May 2018

Notary Public

Notary Expiration Date 4-15-19



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