



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
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RECORDING REQUESTED BY
OLD REPUBLIC TITLE AGENCY

ORDER #: 4729012022

WHEN RECORDED MAIL TO

Brian C. Searfass and Silvana D'Alessandro
4729 Picaco Blvd.
Eloy, AZ 85131

DATE/TIME: 03/29/2019 0913

FEE: \$17.00

PAGES: 8

FEE NUMBER: 2019-022122

1 of 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RE: Trust No. 2449

SPECIAL WARRANTY DEED (CORPORATION)

For valuable consideration, the receipt of which is hereby acknowledged, OLD REPUBLIC TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 2449, "Grantor", acting upon the instructions of its beneficiary, Sun Lakes - Casa Grande Development, LLC ("SLCG"), does hereby grant, sell and convey to Brian C. Searfass, an unmarried man and Silvana D'Alessandro, an unmarried woman as joint tenants with right of survivorship, (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 covenants, conditions and restrictions regarding arbitration of all disputes and regarding Home Builder's Limited Warranty. See Exhibit "C" for covenants, conditions and restrictions obligating payment of the Recreational Amenities Fee. Exhibits "B" and "C" shall be binding upon Grantor and Grantee and their respective successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, and shall run with the title to the Property.

The trust beneficiaries are disclosed in instrument recorded at Fee No. 2006-049446 and re-recorded at Fee No. 2006-102023.

Grantor warrants title as against its own acts and none other, subject to the matters set forth above.

Dated: March 14, 2019

[see following page for signature and acknowledgment]

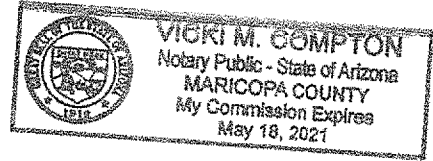
Old Republic Title Insurance Agency, Inc., an
Arizona corporation, as Trustee under Trust 2449

By: [Signature]
Vice President

STATE OF ARIZONA)
County of Maricopa)

On this 15th day of March, 2019, before me the undersigned, personally appeared
Roy H. McGrath, who acknowledges himself/herself to be, Vice President of Old Republic
Title Insurance Agency, Inc., an Arizona Corporation, and that as such officer, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

[Signature: Vicki M. Compton]
Notary Public



Old Republic

EXHIBIT A

Lot 31, of ROBSON RANCH-ARIZONA UNIT TWENTY-SEVEN "A", according to Cabinet H, Slide 44, records of Pinal County, Arizona.

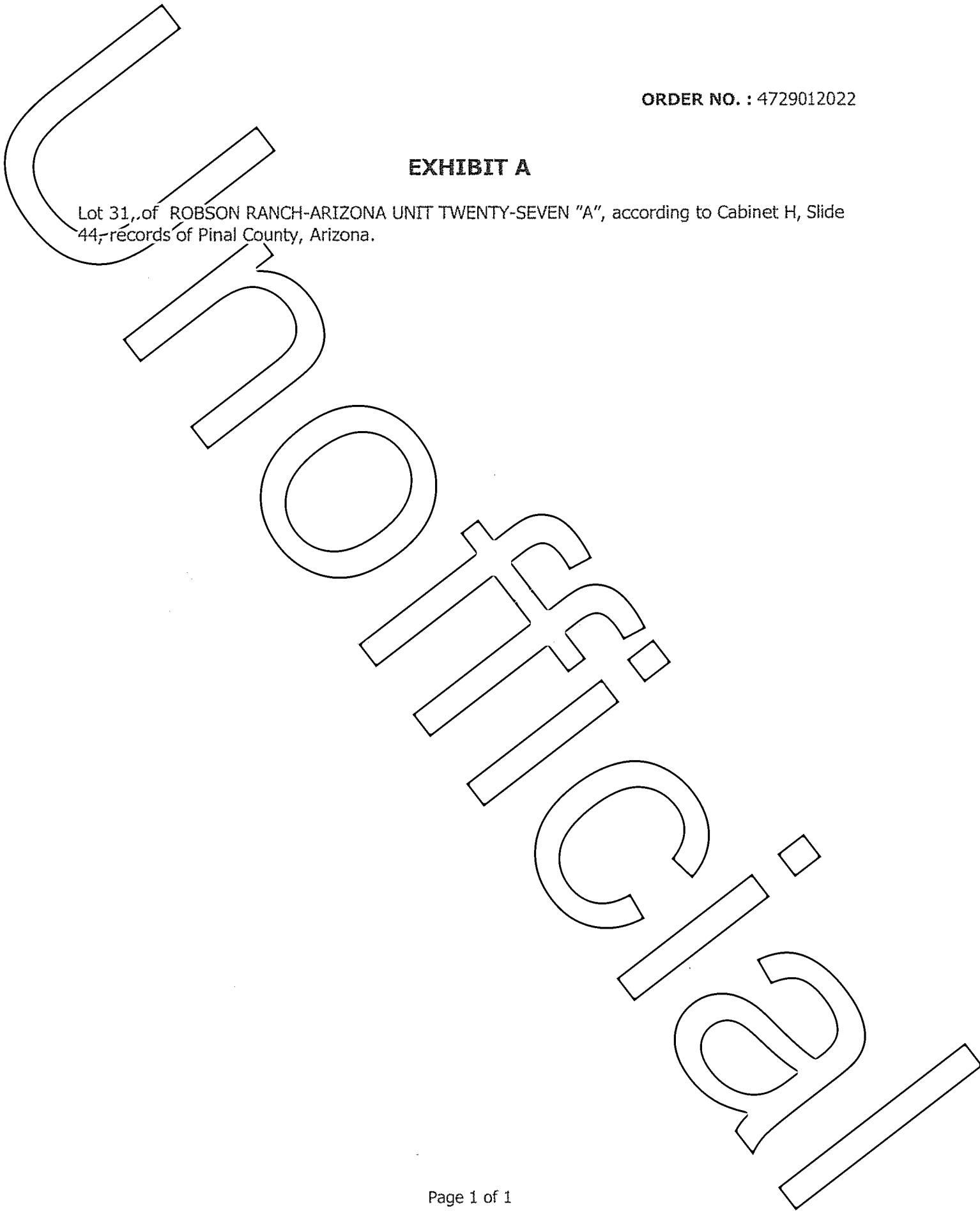


EXHIBIT "B"

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

Grantee understands, acknowledges and agrees that in conjunction with Grantor's conveyance of the Property, Sun Lakes-Casa Grande Development, LLC ("SLCG") 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 to be conducted in accordance with the Home Construction Arbitration Rules of the American Arbitration Association ("AAA"), all as set forth in the Arbitration Addendum to 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 the Arbitration Addendum, including but not limited to those with respect to remedies, costs and attorneys' fees. The Arbitration Addendum is intended to run with land and to inure to the benefit of and to be binding on all respective successors and assigns of SLCG 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, SLCG 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 Addendum and/or of the Home Builder's Limited Warranty applicable to the Property by delivering a written request to SLCG at the following address: 9532 East Riggs Road Sun Lakes, Arizona 85248 Attn: Legal Department. In the event of a conflict or inconsistency between the Home Builder's Limited Warranty and the Arbitration Addendum, the terms and provisions of the Arbitration Addendum shall govern and control.

[see following page for signature and acknowledgment]

GRANTEE:

Brian C. Searfass
Brian C. Searfass

Silvana D'Alessandro
Silvana D'Alessandro

State of AZ
County of Pinal

The foregoing instrument was acknowledged before me this 28th day of March, 2019 by Brian C. Searfass and Silvana D'Alessandro.

Melissa A. Johnson
Notary Public

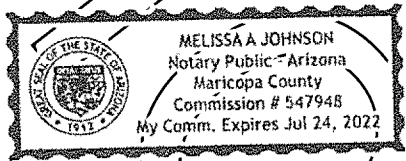


EXHIBIT "C"

OBLIGATION TO PAY RECREATIONAL AMENITIES FEE

Grantee understands, acknowledges and agrees as follows, as covenants, conditions and restrictions binding upon Grantee and its successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, and running with the title to the Property, all for the benefit of Sun Lakes-Casa Grande Development, LLC ("SLCG") and its successors and assigns:

1. The Property is being conveyed and accepted subject to the obligation of the property owner to pay a recreational amenities fee (the "Amenities Fee"), the original amount of which as established under the Declaration of Covenants, Conditions and Restrictions of Robson Ranch - Casa Grande Resort Community recorded on May 5, 2005 was \$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.

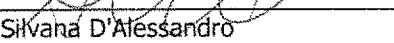
2. The Amenities Fee shall be adjusted upward as of January 1 of each year (the "Adjustment Date"), commencing January 1, 2007, to reflect changes in the Consumer Price Index for All Urban Consumers -- U.S. Cities Average -- All Items (the "CPI") published by the United States Department of Labor, Bureau 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, SLCG 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 termination for any reason of the Association's obligation to pay SLCG a monthly fee pursuant to the Declaration of Covenants, Conditions and Restrictions of Robson Ranch - Casa Grande Resort Community in consideration for the conveyance of certain recreational amenities, the Amenities Fee referenced above shall be paid directly to SLCG or its successor or assign by the property owner.

GRANTEE:




Brian C. Searfass



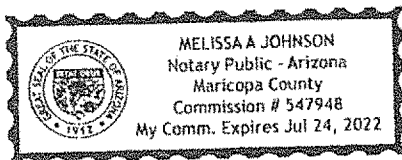
Silvana D'Alessandro

State of AZ
County of Pinal

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Notary Public



Escrow No.: 4729012022

ACCEPTANCE OF JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

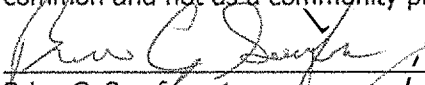
Brian C. Searfass and Silvana D'Alessandro, each being duly sworn upon oath for himself or herself and jointly but not one for the other deposes and says:

That I am one of the Grantees named in that certain Special Warranty deed which is Dated March 14, 2019 and executed by Sun-Lakes - Casa Grande Development, LLC, a Delaware limited liability company, as Grantor and Brian C. Searfass, an unmarried man and Silvana D'Alessandro, an unmarried woman, as Joint Tenants with Right of Survivorship, as Grantee and which instrument concerns the following described property:

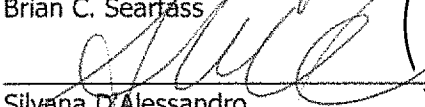
See "Exhibit A" attached hereto and made a part hereof.

THAT the interests of the undersigned are being taken by them as Joint Tenants with right of survivorship; and

THAT each of us individually and jointly hereby assert and affirm that it is our intention to accept said instrument as such Joint Tenants and to acquire any interest in, or any proceeds arising out of said property, not as tenants in common and not as a community property estate but as Joint Tenants with right of survivorship.



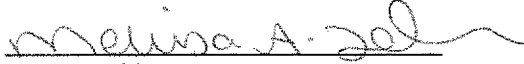
Brian C. Searfass



Silvana D'Alessandro

State of Arizona
County of Pinal

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Notary Public

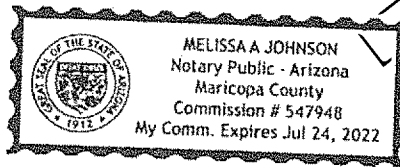


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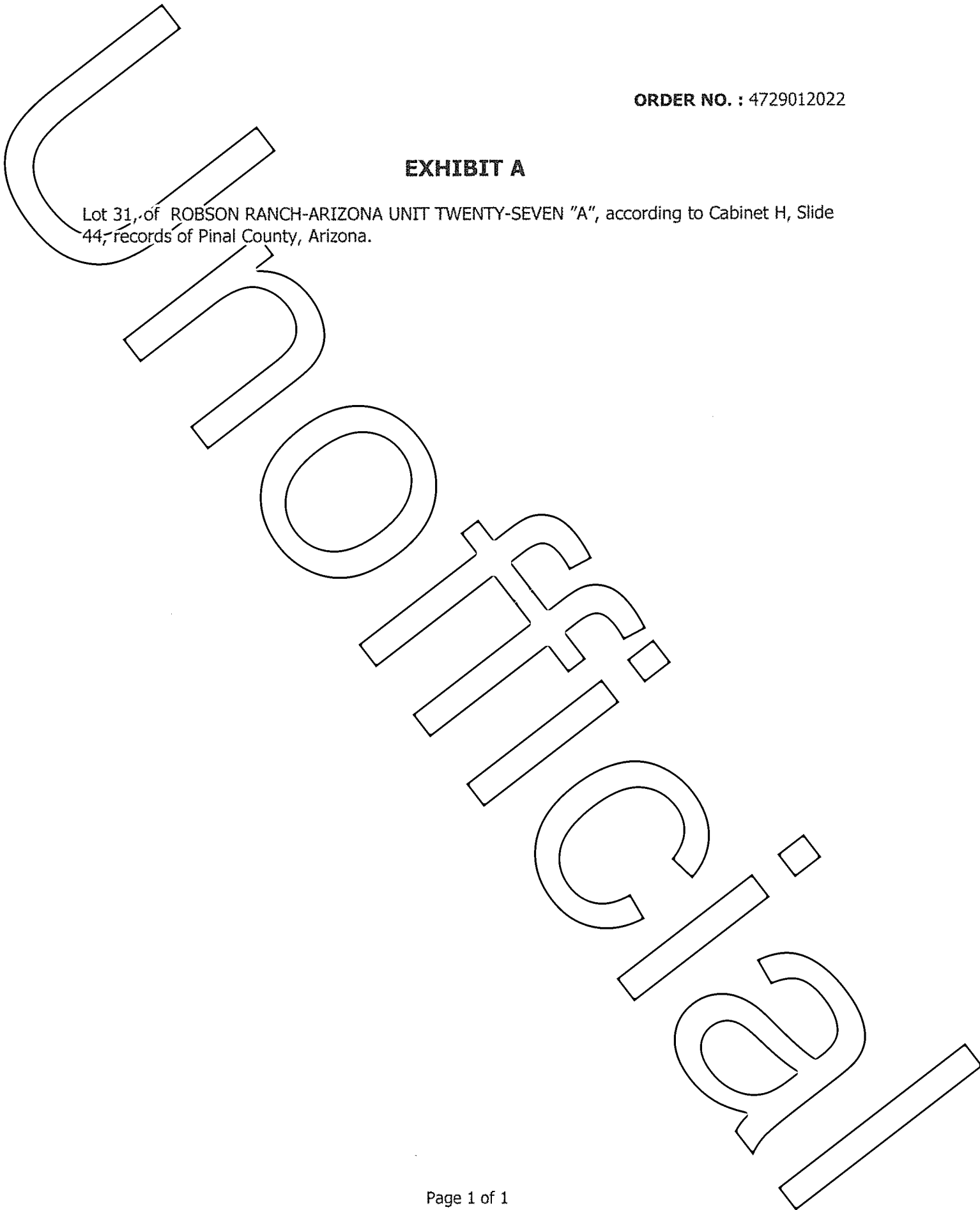


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