



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 12/15/2020 1541
FEE: \$30.00
PAGES: 10
FEE NUMBER: 2020-131276

When Recorded, Return To:

Forestar (USA) Real Estate Group Inc.
20410 North 19th Avenue, Suite 100
Phoenix, Arizona 85027
Attn: Brian D. Konderik

**SPECIAL WARRANTY DEED
AND RESERVATION OF EASEMENTS**

For the consideration of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, DRA FAMILY, L.L.C., an Arizona limited liability company (the "Grantor"), whose address is 22292 North Green Road, Maricopa, Arizona 85139, does hereby, subject to the provisions of the following paragraph, grant and convey to FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (the "Grantee"), whose business address is 20410 North 19th Avenue, Suite 100, Phoenix, Arizona 85027, that certain real property situated in the County of Pinal, State of Arizona legally described as set forth on Exhibit A hereto (the "Property"), together with all rights and privileges appurtenant thereto.

EXCEPTING AND RESERVING unto Grantor and its successors and assigns a perpetual, non-exclusive easement for pedestrian and vehicular traffic, and electrical lines and facilities, in, on, over and across the real property consisting of 3.154 acres legally described on Exhibit C hereto, which easement shall provide pedestrian and vehicular access and electrical lines and facilities easements between the real property legally described on Exhibit B hereto, owned by Grantor ("Grantor's Retained Property") and Arizona State Route 238 (the "Access/Electrical Easement"). Grantor shall, with respect to its activities within the Access/Electrical Easement, indemnify, defend and hold harmless Grantee for, from and against any and all actual or alleged claims, demands, causes of actions, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, expert witness' fees, court costs and other litigation-related expenses) claimed or asserted against Grantee for bodily injury, death or property damage to the extent caused by the negligence or willful misconduct of Grantor. Grantee shall, with respect to its activities within the Access/Electrical Easement, indemnify, defend and hold harmless Grantor for, from and against any and all actual or alleged claims, demands, causes of actions, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, expert witness' fees, court costs and other litigation-related expenses) claimed or asserted against Grantor for bodily injury, death or property damage to the extent caused by the negligence or willful misconduct of Grantee. Grantee shall have the right to relocate the Access/Electrical Easement after Grantee provides comparable reasonable pedestrian and vehicular access, and comparable electrical lines and facilities, between Grantor's Retained Property and Arizona State Route 238 by providing to the Grantor's Retained Property paved roadway and pedestrian access between Grantor's Retained Property and Arizona State Route 238 and by providing to the Grantor's Retained Property electrical lines and facilities comparable to or better than the current electrical lines and

facilities serving the Grantor's Retained Property for purposes of providing electrical service to the Grantor's Retained Property comparable to or better than that which is currently provided by such current electrical lines and facilities. Upon completion of such alternative paved pedestrian and vehicular access and such electrical lines and facilities, Grantor and Grantee shall execute and record an instrument evidencing such relocation of the Access/Electrical Easement. The access and electrical aspects of the Access/Electrical Easement may be separated during such relocation and routed in different areas. If the relocated Access/Electrical Easement is dedicated for public use and the required pedestrian and vehicular access, and the required electrical lines and facilities, are provided to the Grantor's Retained Property, the Access/Electrical Easement shall be terminated at the request of either Grantor or Grantee. For the avoidance of doubt, the Access/Electrical Easement is additional consideration to Grantor for the conveyance set forth in the first paragraph of this Special Warranty Deed and Reservation of Easements, the Grantor's Retained Property shall be the benefited parcel and the Property shall be the burdened parcel therefor, and the Access/Electrical Easement shall run with the land and be binding upon each of Grantor and Grantee and their respective successors and assigns and upon the Grantor's Retained Property and the Property.

The Property is conveyed subject to all taxes and other assessments, reservations in patents, any matters which would be shown or discovered by a survey or inspection of the Property, all easements, rights of way, encumbrances, leases, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, and all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property. The Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of the Grantor herein and no other, subject to the matters above set forth.

[Signatures appear on following pages.]

Consented and agreed to by the Grantee as of this 14 day of December, 2020.

FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation

By *John S. Maberry*
Name John S. Maberry
Its Vice President

STATE OF TEXAS)
) ss.
County of Williamson)

The foregoing instrument was acknowledged before me this 14 day of December, 2020, by John S. Maberry, the Vice President, FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, on behalf of the corporation.

Jessica Carter
Notary Public

My Commission Expires:

04-05-22

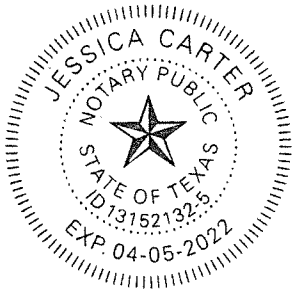


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOCATED WITHIN A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST AND A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP STAMPED US DEPT OF THE INTERIOR ACCEPTED AS THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST, FROM WHICH A FOUND BRASS CAP WITH NO MARKINGS, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST, THEREOF BEARS S00°11'45"E A DISTANCE OF 2652.89 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 17, N89°15'44"E A DISTANCE OF 2683.60 FEET TO A FOUND BRASS CAP STAMPED US DEPT OF THE INTERIOR BEING THE NORTH QUARTER CORNER OF SAID SECTION 17;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 17, N89°12'12"E A DISTANCE OF 2633.97 FEET TO A FOUND BRASS CAP WITH NO MARKINGS, BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE, ALONG THE EAST LINE OF SAID SECTION 17, S00°10'30"E A DISTANCE OF 2707.01 FEET TO A FOUND 2-INCH IRON PIPE, BEING THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE, LEAVING SAID EAST LINE TO A PROLONGATED LINE COMING FROM THE WEST-EAST MID-SECTION LINE TO A POINT INTERSECTING A PARCEL OF LAND LOCATED WITHIN THE WEST HALF OF SAID SECTION 16, N89°48'59"E A DISTANCE OF 103.31 FEET;

THENCE, ALONG SAID PARCEL OF LAND, S02°19'36"W A DISTANCE OF 2613.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY, "R/W" OF STATE ROUTE 238 PER AZ STATE HIGHWAY DEPARTMENT PROJECT NO. S-987-702, ALSO KNOWN AS SMITH ENKE ROAD;

THENCE, CONTINUING ALONG SAID "R/W", S88°56'26"W A DISTANCE OF 895.24 FEET;

THENCE, CONTINUING ALONG SAID "R/W", N89°58'05"W A DISTANCE OF 1745.01 FEET;

Exhibit A
(Page 1 of 2)

EXHIBIT B

LEGAL DESCRIPTION OF GRANTOR'S RETAINED PROPERTY

LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 2" IRON PIPE, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST FROM WHICH A FOUND BRASS CAP, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST, THEREOF BEARS N00°10'30"W A DISTANCE OF 2707.01 FEET;

THENCE, ALONG SAID DESCRIBED LINE N00°10'30"W A DISTANCE OF 2707.01 FEET TO SAID NORTHWEST CORNER;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 16, N88°10'50"E A DISTANCE OF 221.96 FEET;

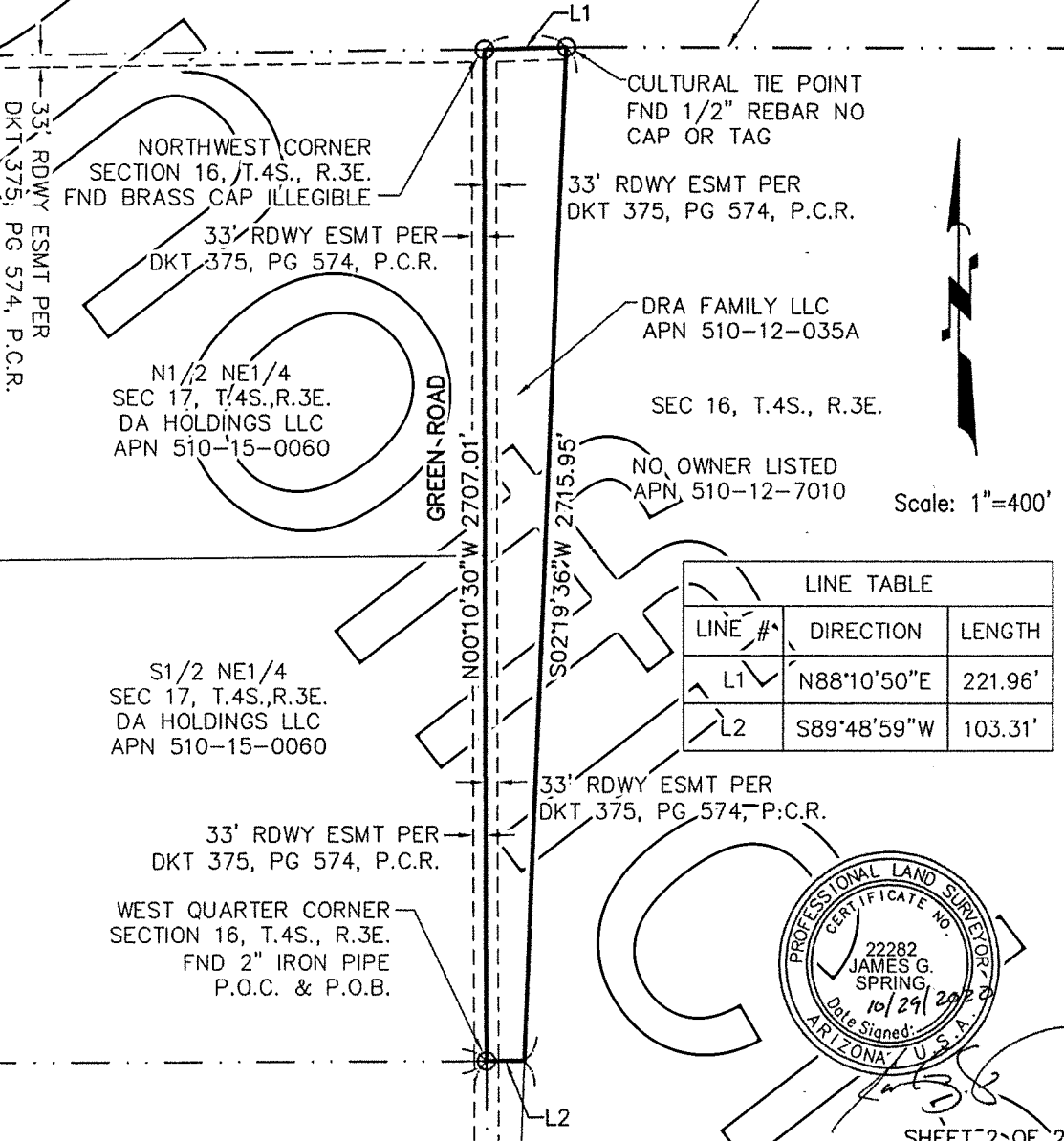
THENCE, LEAVING THE NORTH LINE OF SAID SECTION 16, S02°19'36"W A DISTANCE OF 2715.95 FEET;

THENCE, S89°48'59"W A DISTANCE OF 103.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
 A.P.N. 510-12-035A &
 A PORTION OF 510-12-035C
 PINAL COUNTY, ARIZONA

PRIVATE LANDS
 "NO MANS LAND"

NORTH LINE
 SEC 16, T.4S., R.3E.



CULTURAL TIE POINT
 FND 1/2" REBAR NO
 CAP OR TAG

33' RDWY ESMT PER
 DKT 375, PG 574, P.C.R.

DRA FAMILY LLC
 APN 510-12-035A

SEC 16, T.4S., R.3E.

NO OWNER LISTED
 APN, 510-12-7010

Scale: 1"=400'

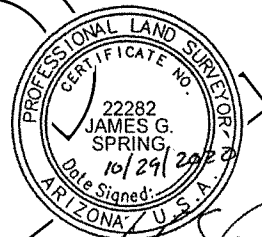
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°10'50"E	221.96'
L2	S89°48'59"W	103.31'

S1/2 NE1/4
 SEC 17, T.4S., R.3E.
 DA HOLDINGS LLC
 APN 510-15-0060

33' RDWY ESMT PER
 DKT 375, PG 574, P.C.R.

33' RDWY ESMT PER
 DKT 375, PG 574, P.C.R.

WEST QUARTER CORNER
 SECTION 16, T.4S., R.3E.
 FND 2" IRON PIPE
 P.O.C. & P.O.B.



SHEET 2 OF 2

866.850.4200 www.atwell-group.com
 4700 E. SOUTHERN AVENUE
 MESA, AZ 85206
 480.218.6831

JOB NO. 20002092 DATE: 08-27-2020
 EXHIBIT "A"
 A.P.N. 510-12-035A &
 A PORTION OF 510-12-035C
 PINAL COUNTY, ARIZONA

K:\20002092 - ANGUN DAIRY\DWG\SURVEY\ADJACENT PARCEL LEGAL\20002092 ANGUN DAIRY ADJACENT PROPERTY
 LEGAL.DWG SAVE DATE: 8/27/2020 10:19 AM PLOT DATE: 10/29/2020 5:23 AM

Exhibit B
 (Page 2 of 2)

EXHIBIT C

LEGAL DESCRIPTION OF ACCESS/ELECTRICAL EASEMENT

LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE, ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST FROM WHICH A FOUND 2 INCH IRON PIPE, ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST, THEREOF BEARS N89°58'05"W A DISTANCE OF 2638.07 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 16, N00°06'13"E A DISTANCE OF 50.01 FEET TO THE NORTH LINE OF A RIGHT OF WAY "R/W" DESIGNATED AS STATE ROUTE 238, ALSO BEING THE **POINT OF BEGINNING**;

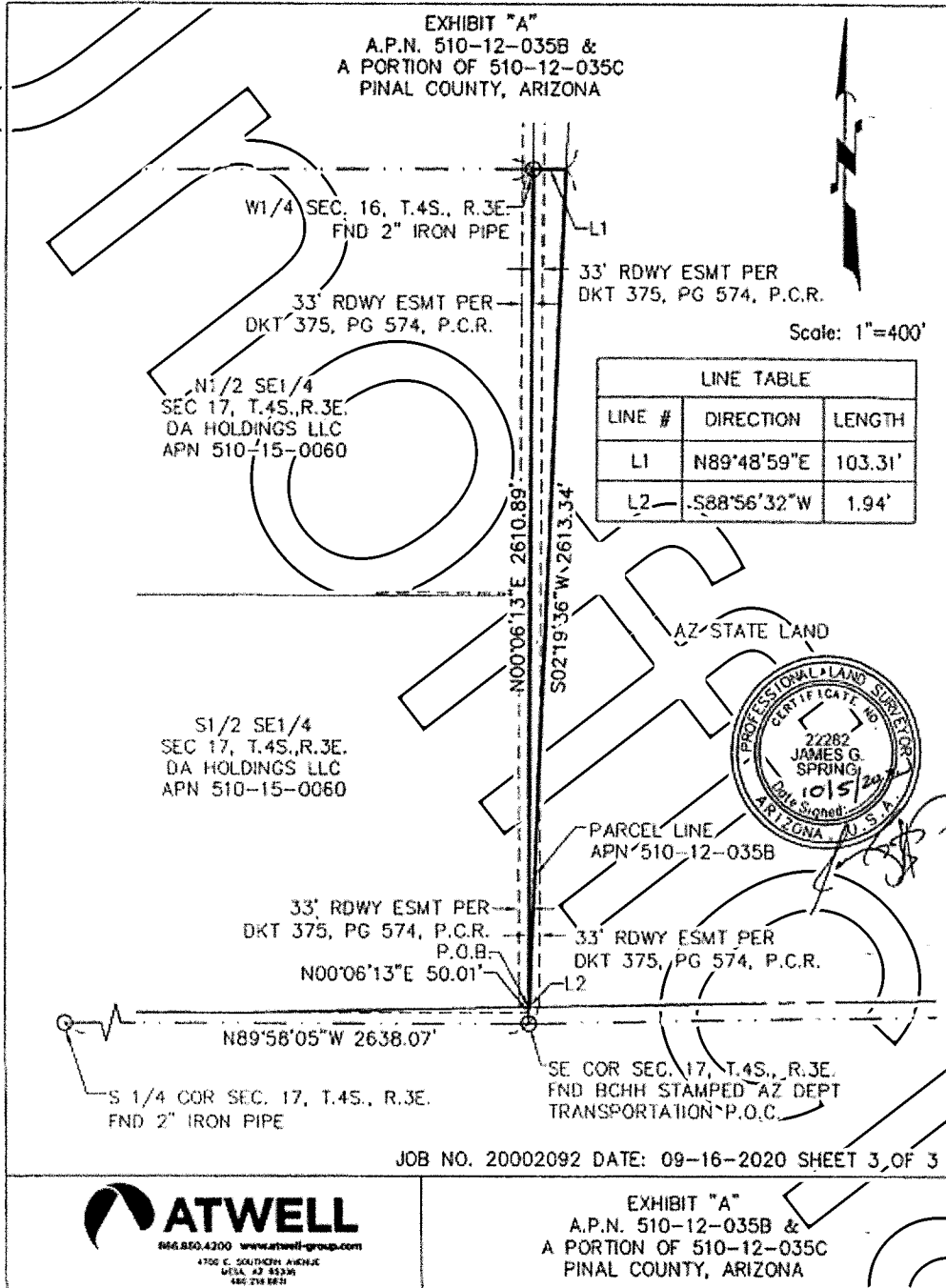
THENCE, CONTINUING ALONG THE WEST LINE OF SAID SECTION 16, N00°06'13"E A DISTANCE OF 2610.89 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 16;

THENCE, LEAVING THE WEST LINE OF SAID SECTION 16, N89°48'59"E A DISTANCE OF 103.31 FEET;

THENCE, S02°19'36"W A DISTANCE OF 2613.34 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED STATE ROUTE 238 "R/W";

THENCE, ALONG SAID "R/W", S88°56'32"W A DISTANCE OF 1.94 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "A"
 A.P.N. 510-12-035B &
 A PORTION OF 510-12-035C
 PINAL COUNTY, ARIZONA



ATWELL
 866.850.4200 www.atwell-group.com
 4705 E. SOUTHERN AVENUE
 MESA, AZ 85206
 480.274.8421

EXHIBIT "A"
 A.P.N. 510-12-035B &
 A PORTION OF 510-12-035C
 PINAL COUNTY, ARIZONA

K:\20000092 - ANGLIN DAIRY\DWG\SURVEY\ADJACENT PARCEL LEGAL\20002092 ANGLIN DAIRY ADJACENT PROPERTY LEGAL
 2.DWG SAVE DATE: 9/16/2020 11:08 AM PLOT DATE: 9/16/2020 11:11 AM

Exhibit C
 (Page 2 of 2)

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(s)
 Primary Parcel: 510-15-0060
 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? 2
 Please list the additional parcels below (no more than four):
 (1) 510-15-003A (3)
 (2) 510-15-003B (4)

2. SELLER'S NAME AND ADDRESS:
 DRA FAMILY, L.L.C., an Arizona limited liability company
 22292 North Green Road
 Maricopa, AZ 85239

3. (a) BUYER'S NAME AND ADDRESS:
 Forestar (USA) Real Estate Group Inc., a Delaware corporation
 20410 North 19th Avenue, Suite 100
 Phoenix, AZ 85027

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

4. ADDRESS OF PROPERTY:
 477.276 acres at the NW corner of Smith Enke Road and Green Road
 Maricopa, AZ

5. (a) MAIL TAX BILL TO: (Taxes due if no bill received)
 Forestar (USA) Real Estate Group Inc., a Delaware corporation
 2221 E. Lamar Blvd., Suite 790
 Arlington TX 76006
 (b) Next tax payment due 10/1/2021

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

a. <input type="checkbox"/> Vacant Land	f. <input type="checkbox"/> Commercial or Industrial Use
b. <input type="checkbox"/> Single Family Residence	g. <input checked="" 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	<input type="checkbox"/> Affixed <input type="checkbox"/> Not Affixed
e. <input type="checkbox"/> Apartment Building	i. <input type="checkbox"/> 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 "family member."
 c. To be used as a non-primary or secondary residence.

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

FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION PINAL
FEE NO 2020-131276
RECORD DATE 12/15/2020

9. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

a. <input type="checkbox"/> Warranty Deed	d. <input type="checkbox"/> Contract or Agreement
b. <input checked="" type="checkbox"/> Special Warranty Deed	e. <input type="checkbox"/> Quit Claim Deed
c. <input type="checkbox"/> Joint Tenancy Deed	f. <input type="checkbox"/> Other:

10. SALE PRICE: \$15,511,470.00

11. DATE OF SALE (Numeric Digits): 07 2020
 Month Year

12. DOWN PAYMENT: \$0.00

13. METHOD OF FINANCING:

a. <input checked="" type="checkbox"/> Cash (100% of Sale Price)	e. <input type="checkbox"/> New loan(s) from financial institution:
b. <input type="checkbox"/> Barter or trade	(1) <input type="checkbox"/> Conventional
c. <input type="checkbox"/> Assumption of existing loan(s)	(2) <input type="checkbox"/> VA
	(3) <input type="checkbox"/> FHA
d. <input type="checkbox"/> Seller Loan (Carryback)	f. <input type="checkbox"/> 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% 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 Sales 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):
 Thomas Title and Escrow Agency
 7150 East Camelback Rd., Suite 195
 Scottsdale, AZ 85251

18. LEGAL DESCRIPTION (attach copy if necessary)
 See Exhibit "A" attached hereto and made a part hereof.

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: [Signature]
 State of Arizona County of Maricopa
 Subscribed and sworn to before me this 15 day of December 2020.
 Notary Public: [Signature]
 Notary Expiration Date: 9-22-23
 DOR FORM 82162 (04/2014)

Signature of Buyer/Agent: [Signature]
 State of Arizona County of Maricopa
 Subscribed and sworn to before me this 15 day of December 2020.
 Notary Public: [Signature]
 Notary Expiration Date: 9-22-23

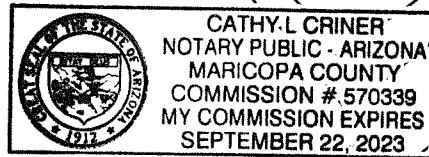
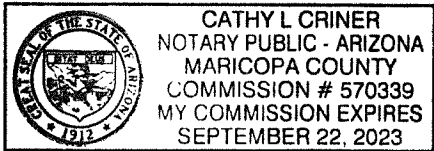


Exhibit 'A'

LOCATED WITHIN A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST AND A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND BRASS CAP STAMPED US DEPT OF THE INTERIOR ACCEPTED AS THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST, FROM WHICH A FOUND BRASS CAP WITH NO MARKINGS, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 3 EAST, THEREOF BEARS $S00^{\circ}11'45''E$ A DISTANCE OF 2652.89 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 17, $N89^{\circ}15'44''E$ A DISTANCE OF 2683.60 FEET TO A FOUND BRASS CAP STAMPED US DEPT OF THE INTERIOR BEING THE NORTH QUARTER CORNER OF SAID SECTION 17;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 17, $N89^{\circ}12'12''E$ A DISTANCE OF 2633.97 FEET TO A FOUND BRASS CAP WITH NO MARKINGS, BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE, ALONG THE EAST LINE OF SAID SECTION 17, $S00^{\circ}10'30''E$ A DISTANCE OF 2707.01 FEET TO A FOUND 2-INCH IRON PIPE, BEING THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE, LEAVING SAID EAST LINE TO A PROLONGATED LINE COMING FROM THE WEST-EAST MID-SECTION LINE TO A POINT INTERSECTING A PARCEL OF LAND LOCATED WITHIN THE WEST HALF OF SAID SECTION 16, $N89^{\circ}48'59''E$ A DISTANCE OF 103.31 FEET;

THENCE, ALONG SAID PARCEL OF LAND, $S02^{\circ}19'36''W$ A DISTANCE OF 2613.34 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY, "R/W" OF STATE ROUTE 238 PER AZ STATE HIGHWAY DEPARTMENT PROJECT NO. S-987-702, ALSO KNOWN AS SMITH ENKE ROAD;

THENCE, CONTINUING ALONG SAID "R/W", $S88^{\circ}56'26''W$ A DISTANCE OF 895.24 FEET;

THENCE, CONTINUING ALONG SAID "R/W", $N89^{\circ}58'05''W$ A DISTANCE OF 1745.01 FEET;

THENCE, LEAVING SAID "R/W", $N00^{\circ}00'35''E$ A DISTANCE OF 2617.96 FEET ALONG THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 17;

THENCE, LEAVING THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 17, $S89^{\circ}48'59''W$ A DISTANCE OF 2673.86 FEET ALONG THE EAST-WEST MID-SECTION LINE TO A FOUND BRASS CAP WITH NO MARKINGS, BEING THE

WEST QUARTER CORNER OF SAID SECTION 17;

THENCE, ALONG THE WEST LINE OF SAID SECTION 17, N00°11'45"W A DISTANCE OF 2652.89 FEET TO THE POINT OF BEGINNING.

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