



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

RECORDING REQUESTED BY
Old Republic Title Agency

DATE/TIME: 11/04/2021 1223
FEE: \$30.00
PAGES: 6
FEE NUMBER: 2021-140404

ORDER #: 4742011299

WHEN RECORDED MAIL TO

The David Gulden and Janet Gulden Trust dated
December 4, 2020

13173 Heritage Way
Apple Valley, MN 55124

66528 E Oracle
Oracle Rd
Oracle AZ 85755

1/2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RE: Trust No. 2448

**SPECIAL WARRANTY DEED
(CORPORATION)**

For valuable consideration, the receipt of which is hereby acknowledged, Old Republic Title Insurance Agency, Inc., an Arizona Corporation, as Trustee under Trust-2448 "Grantor" acting upon instruction from its trust beneficiary, Saddlebrooke Development Company ("SBD") does hereby convey to:

David Gulden and Janet Gulden, Trustees of The David Gulden and Janet Gulden Trust dated December 4, 2020, "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.

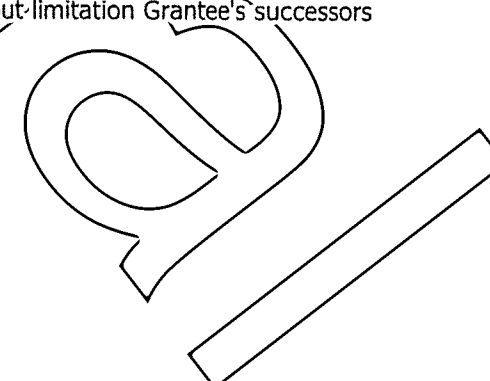
SUBJECT TO: (a) current taxes, assessments, reservations in patents, all rights of way, easements, encumbrances, liens, obligations, liabilities, covenants, conditions, restrictions and all other matters as may appear in the records of Pinal County, Arizona; (b) all matters that would be disclosed by 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" attached hereto and incorporated herein by this reference.

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

See Exhibit "B" attached hereto and incorporated herein by this reference for covenants, conditions and restrictions regarding arbitration of all disputes and regarding Home Builder's Limited Warranty. Exhibit "B" shall be binding upon SDC, Grantor and Grantee and their respective successors and assigns, including without limitation Grantee's successors in interest with respect to the Property, shall run with the title to the Property.

Dated: October 21, 2021



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

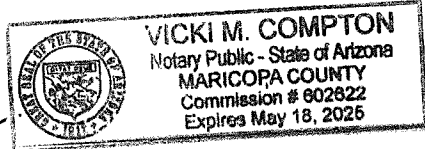
By: Rosemarie Jones

State of Arizona)

County of ~~Pima~~ ^{SS} MARICOPA

On this October 25, 2021, before me the undersigned, personally appeared ROSEMARIE JONES, 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



OLD REPUBLIC TITLE INSURANCE AGENCY, INC.

NAME OF TRUST: The David Gulden and Janet Gulden Trust

DATED: December 04, 2020

Pursuant to ARS 33-404, the beneficiaries of the above named trust are:

1. David Gulden and Janet Gulden

66528 East Oracle Ridge Rd, Tucson AZ 85739

2.

3.

The above beneficiaries disclosure was provided by the undersigned Trustee(s), and is an accurate list of all the beneficiaries under the referenced Trust Agreement.

Dated this 4th day of Nov, 2021.

David Gulden

David Gulden, Trustee

Janet Gulden

Janet Gulden, Trustee

ORDER NO. : 4742011299

EXHIBIT A

Lot 1, SADDLEBROOKE UNIT FORTY FOUR A, according to the plat of record, Document No. 2018-042719, Official Records of the Pinal County Recorder, Pinal County, Arizona.

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 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 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 Addendum 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. 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:

The David Gulden and Janet Gulden Trust dated December 4, 2020

David Gulden

David Gulden, Trustee

Janet Gulden

Janet Gulden, Trustee

STATE OF ARIZONA)

County of Pinal)

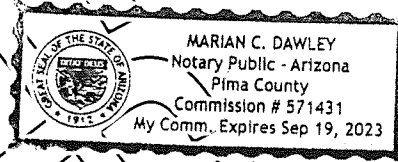
) ss.

The foregoing instrument was acknowledged before me this 4th day of November, 2021, by David Gulden and Janet Gulden, Trustees of The David Gulden and Janet Gulden Trust dated December 4, 2020

Marian C. Dawley
Notary Public

My Commission Expires:

09/19/2023



DUPLICATE

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 305 - 13 - 2560 - _____
 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:

SADDLEBROOKE DEVELOPMENT COMPANY
9532 E. Riggs Road
Sun Lakes AZ 85248

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

DAVID GULDEN, TRUSTEE, JANET GULDEN, TRUSTEE
13173 Heritage Way
Apple Valley MN 55124

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

If Yes, state relationship: _____

4. ADDRESS OF PROPERTY:

66528 East Oracle Ridge Road, Tucson, Arizona 85739

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

DAVID GULDEN, TRUSTEE, JANET GULDEN, TRUSTEE
66528 East Oracle Ridge Rd
Tucson AZ 85739

(b) Next tax payment due OCT 2022

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. Agricultural
- 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 _____

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAY THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller / Agent _____

State of Arizona, County of _____

Subscribed and sworn to before me on this 3 day of NOV 2021

Notary Public _____

Notary Expiration Date _____

DOR FORM 82162 (2/2019)

FOR RECORDER'S USE ONLY

COUNTY OF RECORDATION PINAL
 FEE NO 2021-140404
 RECORD DATE 11/04/2021

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: \$ 1,024,936. 00

11. DATE OF SALE (Numeric Digits): 11 / 20
 Month / Year

12. DOWN PAYMENT \$ 424,936. 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: n/a

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

18. LEGAL DESCRIPTION (attach copy if necessary):

EXHIBIT "A" ATTACHED HERETO

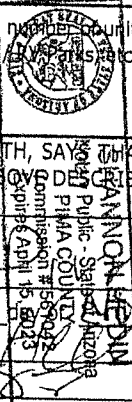
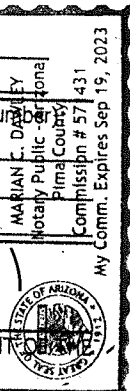
Signature of Buyer / Agent _____

State of Arizona, County of Pinal

Subscribed and sworn to before me on this 4th day of NOV 2021

Notary Public _____

Notary Expiration Date 09/19/2023



ORDER NO. : 4742011299

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