



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

Dana Lewis

Electronically Recorded

DATE/TIME: 09/30/2024 0843

FEE: \$30.00

PAGES: 10

FEE NUMBER: 2024-074582

Old Republic Title Company
WHEN RECORDED, RETURN TO:
David T. Kimball and Cheryl S. Kimball
13327 79th PINE
Kirkland, WA 98034

Escrow # 4742012757

SPECIAL WARRANTY DEED

For valuable consideration, ROBSON RANCH MOUNTAINS, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, sell and convey to

David T. Kimball and Cheryl S. Kimball, husband and wife, as Community Property with Right of Survivorship

(Grantee"), the real property located in Pinal County, Arizona, more particularly described as follows (the "Property"):

See Attached Exhibit "A" for the legal description

SUBJECT TO: (a) current taxes, assessments, reservation 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 Grantee's acknowledgement regarding Home Builder's Limited Warranty.


See Exhibit "C" for Grantee's acknowledgement regarding the Recreational Amenities Fee.

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

DATED: March 21, 2023

ROBSON RANCH MOUNTAINS, LLC,
a Delaware limited liability company

By: Arlington Property Management
Company, an Arizona corporation,
its Manager

By: 
Paula Robinson

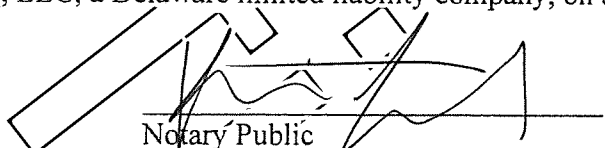
Its: Assistant Secretary/Treasurer

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this 28th day
of March 2023, by Paula Robinson as Assistant Secretary/Treasurer of
Arlington Property Management Company, an Arizona corporation, on behalf of the corporation
as Manager of Robson Ranch Mountains, LLC, a Delaware limited liability company, on behalf
of the company.


Notary Public

My Commission expires:



Escrow No.: 4742012757

ACCEPTANCE OF COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

David T. Kimball and Cheryl S. Kimball, 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 and executed by Robson Ranch Mountains, as Grantor and David T. Kimball and Cheryl S. Kimball, 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.

[Signature]
David T. Kimball

[Signature]
Cheryl S. Kimball

Czech Republic)
District of Prague)
State of City of Prague) ss
County of Embassy of the United)
States of America)

The foregoing instrument was acknowledged before me this 25th day of April, 2024 by
KIMBALL CHERYL SUE
KIMBALL DAVID THOMAS

[Signature]
Carlos Rocha
Notary Public


ORDER NO. : 4742012757

EXHIBIT A

Lot 150, of Saddlebrooke Ranch Unit Nineteen, according to Fee No. 2022-122781, records of Pinal County, Arizona.

EXCEPT all oil, gas other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent recorded in Docket 56, Page 40

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, Grantor 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 Grantor 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, Grantor 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 Grantor 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:

[Signature]
David T. Kimball

[Signature]
Cheryl S. Kimball

STATE OF Czech Republic)
 District of Prague)
 City of Prague) ss
County of Embassy of the United)
 States of America)

The foregoing instrument was acknowledged before me this 7 day of May, ~~2023~~ 2024, by David T. Kimball and Cheryl S. Kimball, husband and wife

[Signature]
Notary Public



My Commission Expires:

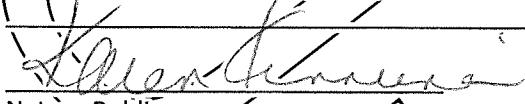
MY COMMISSION IS INDEFINITE

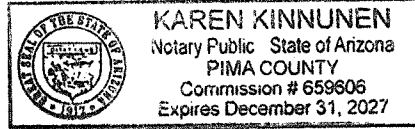
[Large diagonal watermark text: Kimball]

NOTARIAL ACKNOWLEDGEMENT

State of Arizona
County of Pima

The foregoing instrument was acknowledged before me this 13th day of May, 2024
by Cheryl S. Kimball


Notary Public



DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Exhibit "B"

Document Date: May 7, 2024

Number of Pages: 2

Signer(s) Other Than Named Above: David T. Kimball

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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 Grantor 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 SaddleBrooke Ranch Resort Community recorded on October 26, 2007 was \$25 per month, as increased based on increases in the CPI as set forth below, to the SaddleBrooke Ranch 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, 2009, 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, 2007 (the "Base Index") and for 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, Robson Ranch Mountains, LLC, a Delaware limited liability company ("RRM"), may substitute such substitute index, reconciled to October, 2007, 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 RRM a monthly fee pursuant to the Declaration of Covenants, Conditions and Restrictions of SaddleBrooke Ranch Resort Community in consideration for the conveyance of certain recreational amenities, the Amenities Fee referenced above shall be paid directly to RRM or its successor or assign by the property owner.

[see following page for signature and acknowledgment]

GRANTEE:

David T. Kimball

Cheryl S. Kimball

STATE OF Czech Republic)
 District of Prague)
 City of Prague) ss.) ss
County of Embassy of the United)
 States of America)

The foregoing instrument was acknowledged before me this 7 day of MAY
~~2023~~, by David T. Kimball and Cheryl S. Kimball, husband and wife
2024

Carlos Rocha
Notary Public

Carlos Rocha
EMBASSY
Notarizing Officer

My Commission Expires:
MY COMMISSION IS INDEFINITE



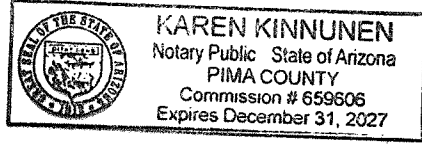
Large diagonal watermark text: "CARLOS ROCHA"

NOTARIAL ACKNOWLEDGEMENT

State of Arizona
County of Pima

The foregoing instrument was acknowledged before me this 13th day of May, 2024
by Cheryl S. Kimball

Karen Kinnunen
Notary Public



DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Exhibit "C"

Document Date: May 7, 2024

Number of Pages: 2

Signer(s) Other Than Named Above: David T. Kimball

OFFICIALS

AFFIDAVIT OF PROPERTY VALUE

FOR RECORDER'S USE ONLY

1. ASSESSOR'S PARCEL IDENTIFICATION NUMBER(S)

Primary Parcel: 305 - 03 - 1600 - _____
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:

ROBSON RANCH MOUNTAINS
9532 E. Riggs Road
Sun Lakes AZ 85248

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

DAVID T. KIMBALL, CHERYL S. KIMBALL
13327 79th PI NE
Kirkland WA 98034

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

If Yes, state relationship:

4. ADDRESS OF PROPERTY:

61695 E Cypress Canyon Dr, Oracle, Arizona 85623

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

DAVID T. KIMBALL, CHERYL S. KIMBALL
13327 79th PI NE
Kirkland, WA 98034

(b) Next tax payment due October, 2024 2025

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
- 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.

COUNTY OF RECORDATION PINAL
FEE NO 2024-074582
RECORD DATE 09/30/2024

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: \$ 1076448 00

11. DATE OF SALE (Numeric Digits): 03 / 23
Month / Year

12. DOWN PAYMENT \$ 1076448 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

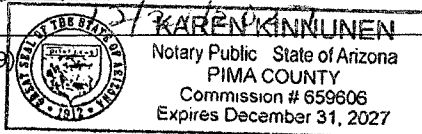
18. LEGAL DESCRIPTION (attach copy if necessary):
EXHIBIT "A" ATTACHED HERETO

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 AZ County of Pima
Subscribed and sworn to before me on this 13 day of May 2024

Notary Public Karen Kinnunen
Notary Expiration Date 12/31/2027
DOR FORM 82162 (2/2019)



Signature of Buyer / Agent

State of AZ County of Pima
Subscribed and sworn to before me on this 13 day of May 2024

Notary Public Karen Kinnunen
Notary Expiration Date 12/31/2027
Notary Public State of Arizona
PIMA COUNTY
Commission # 659606
Expires December 31, 2027

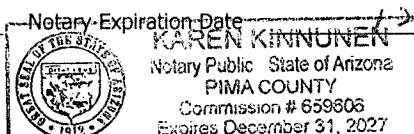


EXHIBIT A

Lot 150, of Saddlebrooke Ranch Unit Nineteen, according to Fee No. 2022-122781, records of Pinal County, Arizona.

EXCEPT all oil, gas other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizer of every name and description, together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the Patent recorded in Docket 56, Page 40

OFFICIALS