F. ANN RODRIGUEZ, RECORDER

RECORDED BY: LLK

DEPUTY RECORDER

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TLATI

LAWYERS TITLE

5255 E WILLIAMS CIRCLE STE 1050

TUCSON AZ 85711



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06/29/2007

WTDEED 18:00

AFFIDAVIT

PICKUP

AMOUNT PAID \$ 14,00

SPECIAL WARRANTY DEED

(Park Related Site)

STATE OF ARIZONA
COUNTY OF PIMA
TOWN OF SAHUARITA
QUAIL CREEK COMMUNITY
FACILITIES DISTRICT
)

KNOW ALL MEN BY THESE PRESENTS THAT:

LAWYERS TITLE OF ARIZONA INC., an Arizona corporation, as Trustee under Trust No. 7916-T and not personally ("Grantor"), for good and valuable consideration received by its trust beneficiary, Robson Ranch Quail Creek, LLC, a Delaware limited liability company, from Quail Creek Community Facilities District, a community facilities district formed by the Town of Sahuarita, Arizona (the "Municipality"), and duly organized and validly existing pursuant to the laws of the State of Arizona (the "District"), receipt of which is hereby acknowledged, and the promise of the District to hereafter pay the amounts described in the hereinafter described Development Agreement, does by these presents grant, bargain, sell and convey to the District, its successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement (Quail Creek Community Facilities District), dated as of September 1, 2005, by and among Robson Ranch Quail Creek LLC, the Municipality and the District and more completely described in such Development Agreement:

See Exhibit "A" attached hereto and made a part hereof by this reference;

together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto, if any, subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities and other matters that are of record or that would be disclosed by an inspection or ALTA survey of the above-described property.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of Grantor and no other.

Grantor binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the

10007 00044

This conveyance is made pursuant to such Development Agreement, and Grantor hereby agrees that the amounts specified above and paid or promised to be paid to Grantor hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to Grantor under such Development Agreement except as above provided.

Grantor, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

- 1. Grantor has the full legal right and authority to make the sale, transfer, and assignment herein provided.
- 2. Grantor is not a party to any written or oral contract which adversely affects this Conveyance.
- 3. Grantor is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.
- 4. Grantor is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.
- 5. The person executing this Conveyance on behalf of Grantor has full authority to do so, and no further official action need be taken by Grantor to validate this Conveyance.
- 6. The facilities conveyed hereunder are all located within property owned by Grantor or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, Grantor has caused this Conveyance to be executed and delivered this 2007

GRANTOR:

LAWYERS TITLE OF ARIZONA INC., an Arizona corporation, as Trustee under Trust No. 7916-T

By -	11720	
Title		

19007 00046

STATE OF ARIZONA) ss. COUNTY OF PIMA)

This instrument was acknowledged before me on while 29 and 2007 by Mila M. John T., of LAWYERS TITLE OF ARIZONA INC., an Arizona corporation, as Trustee under Trust No. 7916-T, on behalf of said corporation in its capacity as Trustee, and not personally.

**This instrument was acknowledged before me on while 29 and 100 and 1

VICE 17,000 0

Notary Public

Typed/Printed Name of Notary

My Commission Expires: 1-2-2010

[NOTARY SEAL]



Pursuant to ARS 33-404, the beneficiaries of Lawyers Title of Arizona, Inc., Trust No. 7916-T, ar disclosed in instrument recorded in Docket 11111, at Page 2510, records of the Pima County, ARIZONA Recorder's Office.

A parcel of land located in the Northeast Quarter of Section 1 Township 18 South, Range 13 East, of the Gila and Salt River Meridian, Pima County Arizona, more particularly described as follows;

Commencing at the Northeast Corner of said Section 1, a found aluminum cap and rebar,

Thence Westerly along the North line of the Northeast Quarter of said Section 1, South 88 degrees 35 minutes 10 seconds West 881.90 feet to the TRUE POINT OF BEGINNING;

Thence South 01 degrees 24 minutes 50 seconds East, a distance of 156.37 feet;

Thence South 69 degrees 15 minutes 37 seconds East, a distance of 223.34 feet to the Westerly line of the Old Nogales Highway;

Thence along said Westerly line South 20 degrees 44 minutes 23 seconds West, a distance of 1184.67 to the beginning of a tangent curve, concave Northwesterly, having a radius of 25.00 feet;

Thence Southwesterly along said curve, through a central angle of 90 degrees 00 minutes 00 seconds , an arc distance of 39.27 feet;

Thence North 69 degrees 15 minutes 37 seconds West, a distance of 584.87 feet to the beginning of a tangent curve, concave Southerly, having a radius of 1645.00 feet;

Thence Westerly along said curve, through a central angle of 9 degrees 35 minutes 31 seconds, an arc distance of 275.39 feet;

Thence North 20 degrees 44 minutes 23 seconds East, a distance of 1132.53 feet to the North line of said Section 1;

Thence along said North line North 88 degrees 35 minutes 10 seconds East, a distance of 649.63 feet to the TRUE POINT OF BEGINNING.