

DATED this 3rd day of April, 1979.

DEL E. WEBB DEVELOPMENT CO.,  
an Arizona corporation

By J. S. Aubin  
J. S. Aubin,  
Executive Vice President

STATE OF ARIZONA )  
  )ss.  
County of Maricopa )

This instrument was acknowledged before me this 3rd  
day of April, 1979, by J. S. Aubin, known to me to  
be the Executive Vice President of DEL E. WEBB DEVELOPMENT  
CO., Grantor herein.

Wanda K. Casper  
Notary Public



My commission expires:  
My Commission Expires Jan. 29, 1980

DKT 13936'8 45

EXHIBIT A

DESCRIPTION

All that certain real property situate in Maricopa County, Arizona more particularly described as follows;

TRACTS "A", "B", "C" and "D", of SUN CITY UNIT TEN, according to the Plat of record in the County Recorders Office of Maricopa County, Arizona in Book 192, Page 42.

*Archives*

*Quail Run*  
GOLF COURSE AGREEMENT

THIS AGREEMENT made and entered into this 7th day of November, 1978, by and between DEL E. WEBB DEVELOPMENT CO., an Arizona corporation, hereinafter referred to as "Webb," and RECREATION CENTERS OF SUN CITY, a non-profit Arizona corporation, hereinafter referred to as "Centers."

WITNESSETH:

WHEREAS, Webb is the owner of a golf course the description of which is attached as Exhibit A and made a part hereof located in Sun City, Maricopa County, Arizona, and

WHEREAS, Webb and Centers are desirous of conveying said golf course from Webb to Centers

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Webb agrees to convey to Centers not later than December 31, 1978, and Centers agrees to accept from Webb all right, title and incidents of ownership thereto to the property described in Exhibit A including all buildings and improvements including pumping stations located thereon and personal property listed in Exhibit B, subject to the following provisions and conditions:

\* 1. Centers agrees to maintain the golf course in a standard consistent with that of the other golf courses in Sun City, Arizona. Centers shall provide adequate water, mowing, fertilizer and other maintenance which is required on the course and shall maintain an adequate personnel force to assure the standard as indicated above.

2. The covenants, obligations, and representations expressed in this agreement are continuing and shall not become merged in nor be extinguished by delivery of deed conveying the premises or by payment of purchase price by Centers and shall be binding and inure to the benefit of and

shall apply to the representative successors, assigns and legal representatives of the parties.

3. Centers agrees to accept the premises when tendered as per paragraph six without any obligation upon Webb to take any further action to prepare the same for use by Centers. Centers further states that its acceptance of the condition of all building and improvements is based entirely upon its inspection and not upon any representation or warranty expressed or made by Webb except that Webb does warrant that the Pro Shop building insofar as materials and labor are concerned shall be free from defect and this warranty endures for two years.

4. Webb shall pay all escrow and recording fees and charges incurred as a result of this agreement including real estate taxes and insurance pro-rated as of the date of transfer and operating expenses until the date of transfer.

5. Webb shall convey to Centers the personal property described in Exhibit B attached hereto and Centers shall accept such equipment in an as-is condition. Webb shall have no further liability to furnish equipment for said course.

6. Webb shall notify Centers by registered mail the exact day of conveyance not less than ten days prior to said conveyance.

IN WITNESS WHEREOF the parties have executed this agreement by the proper persons duly authorized to do so on the day and year first hereinabove written.

DEL E. WEBB DEVELOPMENT CO.  
an Arizona corporation

By J. S. Aubin  
J. S. AUBIN, Executive Vice President

RECREATION CENTERS OF SUN CITY, INC.  
an Arizona non-profit corporation

Joseph A. Vetter  
Tom V. Dewey  
Arthur R. Frank  
Frank A. Hildner  
Walter W. Hildner

Ernie Melch  
Robert L. Stewart  
Clue Ferguson  
James W. Womley

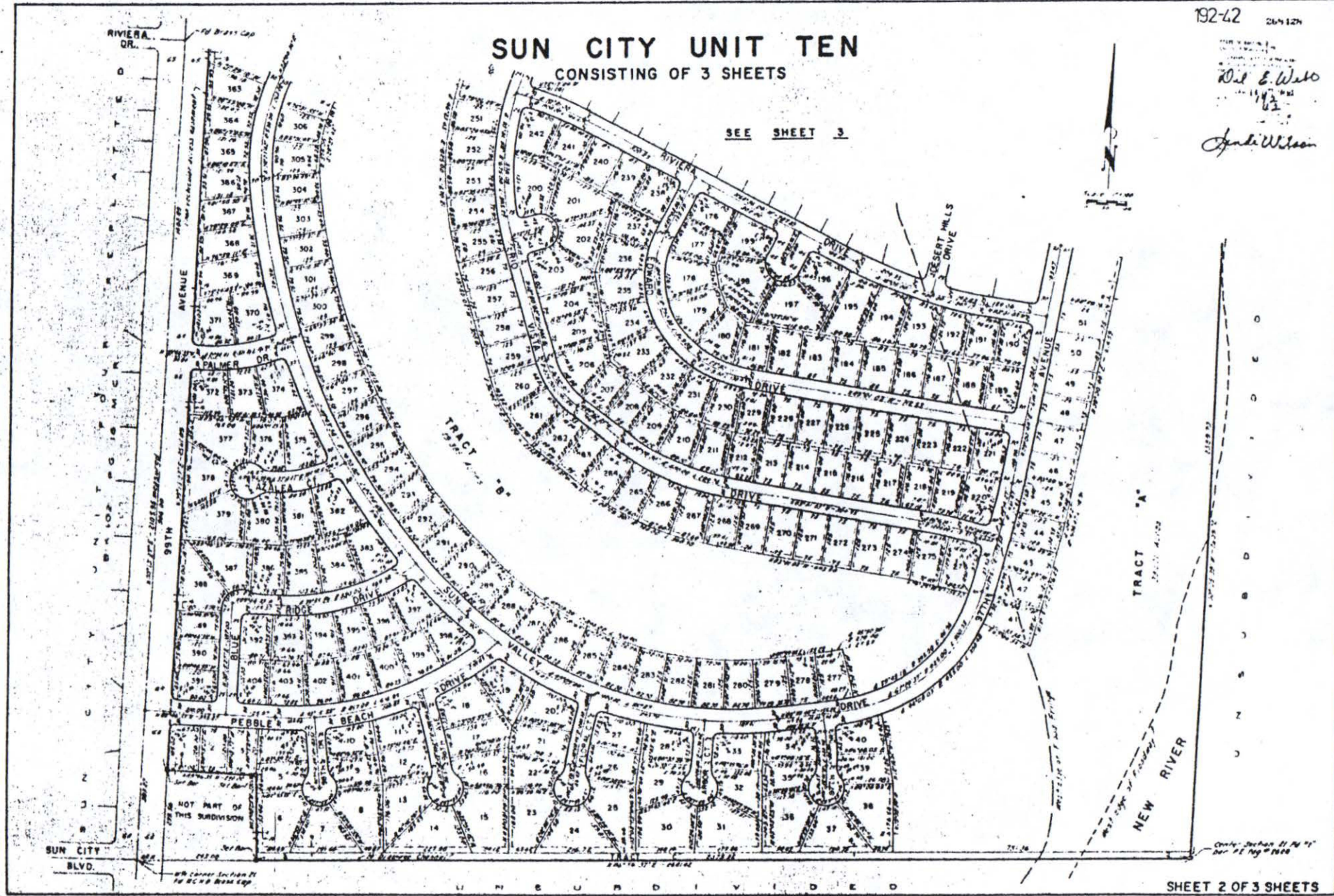


# SUN CITY UNIT TEN

CONSISTING OF 3 SHEETS

SEE SHEET 3

*Paul E. Waco*  
1962  
*Judi Wilson*



# SUN CITY UNIT TEN CONSISTING OF 3 SHEETS

*Not to Scale*  
*Not to Be Used*  
*Not to Be Reproduced*  
*Not to Be Sold*  
*Not to Be Leased*  
*Not to Be Mortgaged*  
*Not to Be Conveyed*  
*Not to Be Encumbered*  
*Not to Be Assigned*  
*Not to Be Devoted*  
*Not to Be Held*  
*Not to Be Released*  
*Not to Be Surrendered*  
*Not to Be Withdrawn*  
*Not to Be Rescinded*  
*Not to Be Annulled*  
*Not to Be Reversed*  
*Not to Be Vacated*  
*Not to Be Annulled*  
*Not to Be Rescinded*  
*Not to Be Reversed*  
*Not to Be Vacated*

*Anderton*

U N S U B D I V I D E D

A T A S F F R

N 7° 55' 35" W

GRAND AVENUE

N 7° 55' 35" W - 2000.56  
1117.26

TRACT "A"  
39.501 AC. 11

TRACT "B"  
19.195 Acres

SEE SHEET 2

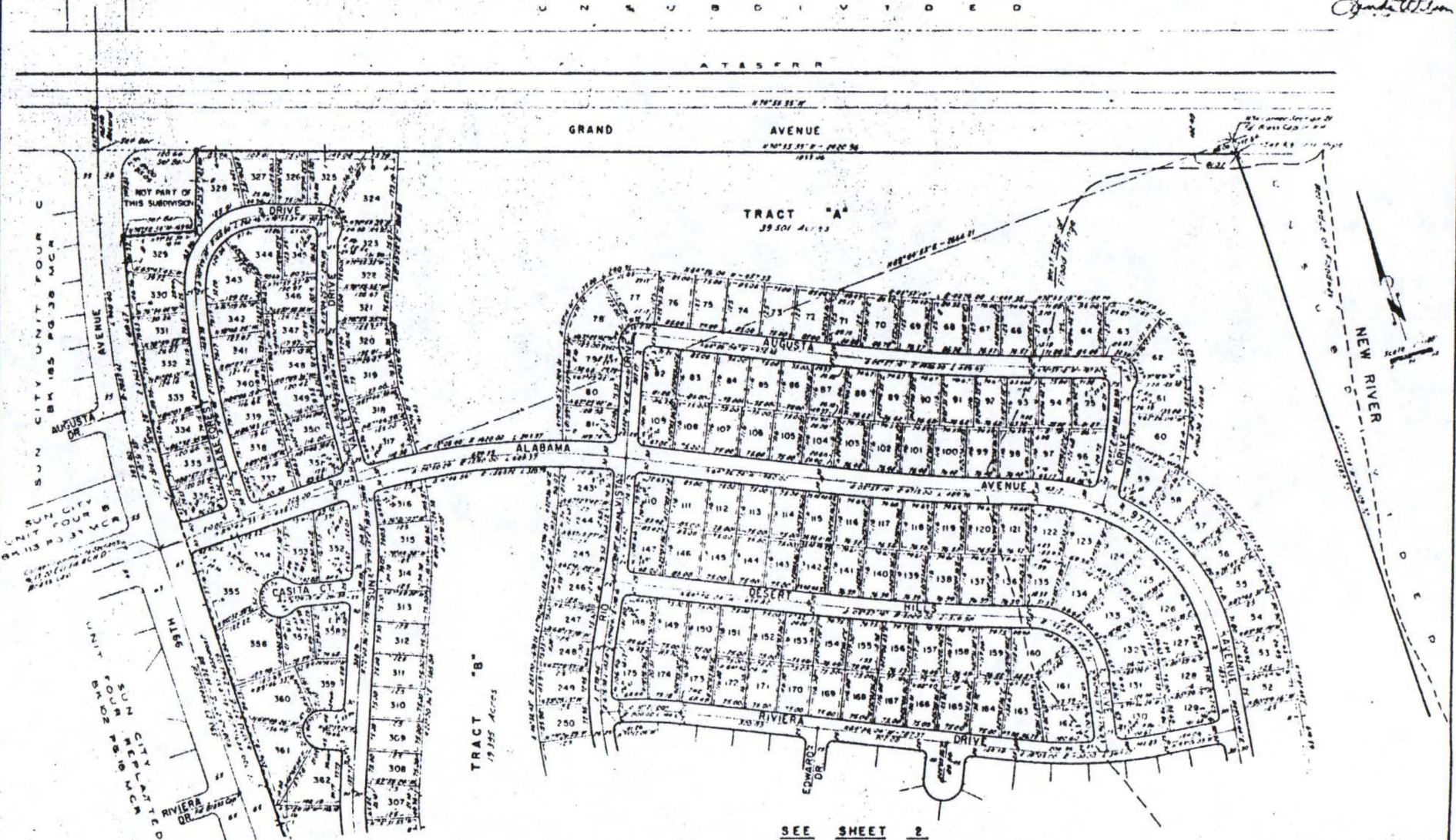


EXHIBIT D  
Turf Equipment

QUAIL RUN

- 1 1978 Ford Courier - #BTG 6853
- 1 Cushman Workmaster - #898419-7810
- 1 Cushman Turf Truckster W/PTO 898507-7710
- 1 Toro Sand Pro - #08870-70250
- 1 Toro Greensmaster - #04327-80413
  - Reels Model 04407-#s 74757
  - 74751-74756-71758-71763-71768
- 1 Set Thatching Reels Model 04416
  - #s 71226-71227-71228
- 1 Toro 76" Pro - 06143-50604
- 1 Toro Parkmaster (Gas) 33787-80122
  - 30" Spartan Mowers Model 01077
  - Serial #s 80826-80825-80733-80850-82834-82535-80722-80108
- 1 Ryan Renovaire W/Drag Mat - 544317-7710-68891
- 1 Ryan Mat-a-Wag -544283-7610-62864
- 1 R&R Trailer #R-31
- 1 MF 40 Tractor W/Loader & Gannon
- 2 Cyclone Model B Push Seeders
- 1 Jake 20" Com. Rotary 32033-22742
- 1 McLane Edger
- 1 Stewart Top Dresser SC 71-1647
- 1 Broyhill Sprayer (100 gal. Roller Pump) W/Boom - W/Hose & Gun
- 1 Cyclone Seeder - W/PTO Elec Shaft



STATE OF ARIZONA

County of MARICOPA

} ss.

I hereby certify that the within instrument was filed and recorded

DK 3177 869

13177 p. 869-878

In DOCKET

and indexed in deeds

SEP 26 1978 -4 30

Fee No.

DEED (D)

338312

at the request of GUST, ROSENFELD & DIVELBESS

Witness my hand and official seal.

BILL HENRY, County Recorder,

By *[Signature]* Deputy Recorder

Compared Photostated Fee:

7.50

When recorded, mail to:

William G. Ridenour  
Gust, Rosenfeld, et al.  
3300 Valley Bank Center  
Phoenix, AZ 85073

QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, SUN CITY GOLF COURSES, INC., an Arizona non-profit corporation,

hereby quit-claim to RECREATION CENTERS OF SUN CITY, INC., an Arizona non-profit corporation,

all right, title, or interest in the following real property situated in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A's"



Dated this 26th day of September, 1978  
attest *W V Dewey*  
Vice Pres.

SUN CITY GOLF COURSES, INC., an Arizona non-profit corporation  
By *Joseph A. Vitell*  
Its President

This instrument was acknowledged before me this 26th day of September 26, 1978, by

STATE OF ARIZONA }  
County of Maricopa } ss.

My commission will expire

STATE OF Arizona }  
County of Maricopa } ss.

My commission will expire

This instrument was acknowledged before me this 26th day of September 26, 1978, by

*Ida M. Abrisch*  
Notary Public

## EXHIBIT "A"

SOUTH GOLF COURSE

PARCEL A: Tracts A, B, C, D, E and F, of SUN CITY UNIT THREE, per map recorded in Book 92, Page 44 of Maps, in the office of the County Recorder of said County:  
EXCEPT that portion of Tract E, SUN CITY UNIT THREE deeded to the Sun City Town Hall Center, as recorded in Docket 5425, Page 173, described as follows:

FROM the Southwesterly corner of said Tract E run thence North 00 degrees 11 minutes East along the West line thereof 21.06 feet; thence South 71 degrees 30 minutes 30 seconds East parallel to and .20 feet Northerly at right angles from the South line of said Tract E 770.98 feet; thence South 00 degrees 38 minutes 44 seconds East 21.16 feet to a point on the South line of said Tract E; thence North 71 degrees 30 minutes 30 seconds West along the South line thereof 771.30 feet to the point of beginning.

PARCEL B: Tracts A, B, C and D, of SUN CITY UNIT FOUR, per map recorded in Book 97, Page 38 of Maps, in the office of the County Recorder of said County:  
EXCEPT that part of Tract C, lying within Coggins Drive, as shown on the plat of Sun City Unit Four Replatted, per map recorded in Book 102, Page 18 of Maps, in the office of the County Recorder of said County.

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EXCEPT that part of Tract C, lying within Coggins Drive, as shown on the plat of Sun City Unit Four Replatted, per map recorded in Book 102, Page 18 of Maps, in the office of the County Recorder of said County.

## EXHIBIT "A"

NORTH GOLF COURSE.

PARCEL A: Tracts B, C and D, of NEWLIFE UNIT ONE, per map recorded in Book 85, Page 10 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract C, NEWLIFE UNIT ONE, deeded to the Sun City Community Association, as recorded in Docket 7093, Page 743, being described as follows:

BEGINNING at the Southeast corner of Lot 1 of said Newlife Unit One, being also an angle point in Tract C; thence North 0 degrees 15 minutes 00 seconds East 110.00 feet to the Northeast corner of said Lot 1, being also the South line of Oakmont Drive; thence along said South line South 89 degrees 45 minutes 00 seconds East 573.76 feet to the PC of a curve to the right; thence along said curve to the right having a radius of 20.00 feet through a central angle of 89 degrees 58 minutes 10 seconds for a distance of 31.42 feet to a point on the West line of 107th Avenue; thence along said West line 0 degrees 13 minutes 10 seconds West 74.00 feet; thence North 89 degrees 46 minutes 50 seconds West 63.50 feet; thence South 0 degrees 13 minutes 10 seconds West parallel to 107th Avenue 199.50 feet; thence North 89 degrees 46 minutes 50 feet West 163.50 feet; thence North 0 degrees 13 minutes 10 seconds East parallel to 107th Avenue 116.56 feet; thence North 79 degrees 23 minutes 30 seconds West 372.93 feet to the point of beginning.

PARCEL B: Tracts A, B, C and D, of SUN CITY UNIT ONE, per map recorded in Book 89, Page 49 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract A, SUN CITY UNIT ONE, deeded to Charles T. Cownie, as recorded in Docket 7830, Page 679, being described as follows:

BEGINNING at the Northeast corner of Lot 204, Sun City Unit One; run thence North 69 degrees 58 minutes 42 seconds West, along the Northerly line of said Lot 204, a distance of 95.11 feet to a point of curvature; thence along the arc of a 14.77 foot radius curve that is concave Southeasterly through a central angle of 90 degrees 52 minutes 40 seconds, a distance of 23.44 feet to a point of compound curvature on the Westerly line of said Lot 204; thence Northerly along the arc of a 979.16 foot radius curve that is concave Easterly through a central angle of 02 degrees 20 minutes 29 seconds, a distance of 40.01 feet; thence South 69 degrees 58 minutes 42 seconds East, a distance of 110.04 feet to a point on the Westerly line of 105th Avenue; thence Southerly along the arc of a 869.16 foot radius curve that is concave Easterly through a central angle of 01 degrees 38 minutes 54 seconds, a distance of 25.00 feet to the Northeast corner of the aforementioned Lot 204 and the point of beginning.

EXHIBIT "A"

LAKES EAST GOLF COURSE

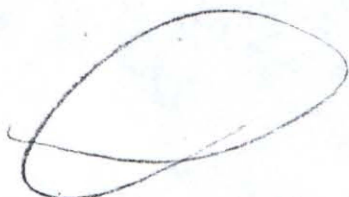
PARCEL A: Tract A, of SUN CITY UNIT TWENTYONE, per map recorded in Book 126, Pages 26,27,28 and 29 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract C, of SUN CITY UNIT TWENTYTWO, per map recorded in Book 127, Page 7 of Maps, in the office of the County Recorder of said County.

LAKES WEST GOLF COURSE

PARCEL A: Tracts E and F, of SUN CITY UNIT ELEVEN, per map recorded in Book 117, Pages 3 through 9 inclusive of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract U of Sun City Unit Twelve, per map recorded in Book 117, Pages 11 through 25 inclusive of Maps, in the office of the County Recorder of said County:



## EXHIBIT "A"

LAKES WEST GOLF COURSE

PARCEL A: Tracts E and F, of SUN CITY UNIT ELEVEN, per map recorded in Book 117, Pages 3 through 9 inclusive of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract U of Sun City Unit Twelve, per map recorded in Book 117, Pages 11 through 25 inclusive of Maps, in the office of the County Recorder of said County:  
EXCEPT that portion of Tract U of Sun City Unit Twelve dedicated as Talisman Road and that portion resubdivided as Tract A, by the plat of Sun City Unit Eighteen, per map recorded in Book 122, Page 18 of Maps, in the office of the County Recorder of said County.

PARCEL C: Tract A of SUN CITY UNIT EIGHTEEN, per map recorded in Book 122, Pages 18 through 21 inclusive of Maps, in the office of the County Recorder of said County.

EXHIBIT "A"

RIVERVIEW GOLF COURSE.

PARCEL A: Tracts A and B, of SUN CITY UNIT THIRTY-THREE, per map recorded in Book 142, Page 50 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tracts A and B of SUN CITY UNIT THIRTY-FIVE, per map recorded in Book 146, Page 21 of Maps, in the office of the County Recorder of said County.



## EXHIBIT "A"

WILLOWBROOK AND WILLOWCREEK GOLF COURSES.

PARCEL A: Tract A, of SUN CITY UNIT THIRTY-SEVEN, per map recorded in Book 173, page 39 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom all coal and other minerals, as reserved in Patent recorded in Book 279 of Deeds, Page 578, - AS TO THAT PORTION OF TRACT A in the East half of the Southwest quarter of Section 31, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL B: Tracts J, K and L, of SUN CITY UNIT FORTY-TWO, per map recorded in Book 170, Page 5 of Maps, in the office of the County Recorder of said County.

PARCEL C: Tract A, of SUN CITY UNIT FORTY-SEVEN, per map recorded in Book 176, Page 24 of Maps, in the office of the County Recorder of said County.

EXHIBIT "A"

Tract "A" of Sun City Unit Sixteen, per map recorded  
in Book 122, Page 3 of Maps, in the office of the  
County Recorder of Maricopa County, Arizona.

STATE OF ARIZONA

County of

} ss.

I hereby certify that the within instrument was filed and recorded

Fee No.

In DOCKET

and indexed in deeds

at the request of Gust, Rosenfeld, Divelbess & Henderson

Witness my hand and official seal.

Compared  
Photostated  
Fee:

When recorded, mail to:  
William G. Ridenour  
Gust, Rosenfeld, et al.  
3300 Valley Bank Center  
Phoenix, Arizona 85073

, County Recorder,

By

Deputy Recorder

### QUIT CLAIM DEED

For the consideration of Ten Dollars, and other valuable considerations, **RECREATION CENTERS OF SUN CITY, INC.**, an Arizona non-profit corporation

hereby quit-claim to **SUN CITY GOLF COURSES, INC.**, an Arizona non-profit corporation

all right, title, or interest in the following real property situated in

County, Arizona:

SEE ATTACHED EXHIBIT "A's"

Dated this 26 day of July, 1977

RECREATION CENTERS OF SUN CITY, INC.

By

Its

STATE OF Arizona }  
County of Maricopa } ss.

This instrument was acknowledged before me this 26 day of July, 1977, by

Ida M. Abrisch  
Notary Public

My commission will expire My Commission Expires Dec. 13, 1979

STATE OF Arizona }  
County of Maricopa } ss.

This instrument was acknowledged before me this 26 day of July, 1977, by

Ida M. Abrisch  
Notary Public

My commission will expire My Commission Expires Dec. 13, 1979

WILLOWBROOK AND WILLOWCREEK GOLF COURSES.

DX112249P6 444

PARCEL A: Tract A, of SUN CITY UNIT THIRTY-SEVEN, per map recorded in Book 173, Page 39 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom all coal and other minerals, as reserved in Patent recorded in Book 279 of Deeds, Page 578, - AS TO THAT PORTION OF TRACT A in the East half of the Southwest quarter of Section 31, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL B: Tracts J, K and L, of SUN CITY UNIT FORTY-TWO, per map recorded in Book 170, Page 5 of Maps, in the office of the County Recorder of said County.

PARCEL C: Tract A, of SUN CITY UNIT FORTY-SEVEN, per map recorded in Book 176, Page 24 of Maps, in the office of the County Recorder of said County.



PARCEL A: Tracts A and B, of SUN CITY UNIT THIRTY-THREE, per map recorded in Book 142, Page 50 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tracts A and B of SUN CITY UNIT THIRTY-FIVE, per map recorded in Book 146, Page 21 of Maps, in the office of the County Recorder of said County.

EXHIBIT "A"

DM 12249PG 446

LAKES EAST GOLF COURSE

PARCEL A: Tract A, of SUN CITY UNIT TWENTYONE, per map recorded in Book 126, Pages 26, 27, 28 and 29 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract C, of SUN CITY UNIT TWENTYTWO, per map recorded in Book 127, Page 7 of Maps, in the office of the County Recorder of said County.

EXHIBIT "A"

LAKES WEST GOLF COURSE

DXT 12249P6 447

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PARCEL C: Tract A of SUN CITY UNIT EIGHTEEN, per map recorded in Book 122, Pages 18 through 21 inclusive of Maps, in the office of the County Recorder of said County.

SOUTH GOLF COURSE

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EXCEPT that part of Tract C, lying within Coggins Drive, as shown on the plat of Sun City Unit Four Replatted, per map recorded in Book 102, Page 18 of Maps, in the office of the County Recorder of said County.



PARCEL A: Tracts B, C and D, of NEWLIFE UNIT ONE, per map recorded in Book 85, Page 10 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract C, NEWLIFE UNIT ONE, deeded to the Sun City Community Association, as recorded in Docket 7093, Page 743, being described as follows:

DX112249PG 449

BEGINNING at the Southeast corner of Lot 1 of said Newlife Unit One, being also an angle point in Tract C; thence North 0 degrees 15 minutes 00 seconds East 110.00 feet to the Northeast corner of said Lot 1, being also the South line of Oakmont Drive; thence along said South line South 89 degrees 45 minutes 00 seconds East 573.76 feet to the PC of a curve to the right; thence along said curve to the right having a radius of 20.00 feet through a central angle of 89 degrees 58 minutes 10 seconds for a distance of 31.42 feet to a point on the West line of 107th Avenue; thence along said West line 0 degrees 13 minutes 10 seconds West 74.00 feet; thence North 89 degrees 46 minutes 50 seconds West 63.50 feet; thence South 0 degrees 13 minutes 10 seconds West parallel to 107th Avenue 199.50 feet; thence North 89 degrees 46 minutes 50 feet West 163.50 feet; thence North 0 degrees 13 minutes 10 seconds East parallel to 107th Avenue 116.56 feet; thence North 79 degrees 23 minutes 30 seconds West 372.93 feet to the point of beginning.

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EXHIBIT "A"

Tract "A" of Sun City Unit. Sixteen, per map recorded  
in Book 122, Page 3 of Maps, in the office of the  
County Recorder of Maricopa County, Arizona.

OKI12249PG 450

A STATE OF ARIZONA, }  
County of MARICOPA }  
JUN 1 - 1977 - 245

ss. I hereby certify that the within instrument was filed and recorded  
In DOCKET 12249 pg 443-450 and indexed in deeds,

Fee No. 150971

at the request of ARIZONA TITLE  
When recorded, mail to  
RECREATION CENTERS OF SUN CITY, INC.  
10626 Thunderbird Boulevard  
City, Arizona 85351

Witness my hand and official seal.  
TOM FREESTONE, County Recorder  
By *[Signature]* Deputy Recorder

Compared Photostated Fee: 550

Order No. Trust 6325 354510 + 354511 SPECIAL WARRANTY DEED

For the consideration of Ten and 00/100 Dollars and other valuable considerations, the ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, as TRUSTEE, the Grantor herein, does hereby convey to RECREATION CENTERS OF SUN CITY, INC., a non-profit corporation

the Grantee, the following described real property situate in Maricopa County, Arizona:

SEE ATTACHED EXHIBIT "A's"

SUBJECT TO: Existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record.

ARIZONA TITLE INSURANCE AND TRUST COMPANY is named as Trustee under Trust No. 6325 as set forth and more particularly described in that certain Declaration of Trust and Affidavit recorded on September 20, 1976 in Docket 11861, pages 158 thru 162 in the records of the Maricopa County Recorder's Office.

And the Grantor binds itself and its successors to warrant the title as against all its acts and none other, subject to the matters above set forth.

IN WITNESS WHEREOF, the ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee, has caused its corporate name to be signed and its corporate seal to be affixed by the undersigned officer thereunto duly authorized, this 1st day of June, 1977

ARIZONA TITLE INSURANCE AND TRUST COMPANY, as Trustee  
By *[Signature]* Stanley Mathisen, Vice-President.

STATE OF ARIZONA, }  
County of Maricopa } ss.

On this the 1st day of June, 1977, before me, the undersigned officer, personally appeared Stanley Mathisen who acknowledged himself to be the

Vice-President ~~Secretary~~ of the ARIZONA TITLE INSURANCE AND TRUST COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as Trustee, by himself as such officer.

In witness whereof I have hereunto set my hand and official seal.

My Commission Expires July 28, 1980

*[Signature]*  
Notary Public

EXHIBIT "A".

WILLOWBROOK AND WILLOWCREEK GOLF COURSES.

DXT12249P6 444

PARCEL A: Tract A, of SUN CITY UNIT THIRTY-SEVEN, per map recorded in Book 173, Page 39 of Maps, in the office of the County Recorder of said County.

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PARCEL C: Tract A, of SUN CITY UNIT FORTY-SEVEN, per map recorded in Book 176, Page 24 of Maps, in the office of the County Recorder of said County.



EXHIBIT "A"

RIVERVIEW GOLF COURSE.

DKT 12249 PG 445

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EXHIBIT "A"

DKT12249PG 446

LAKES EAST GOLF COURSE

PARCEL A: Tract A, of SUN CITY UNIT TWENTYONE, per map recorded in Book 126, Pages 26, 27, 28 and 29 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract C, of SUN CITY UNIT TWENTYTWO, per map recorded in Book 127, Page 7 of Maps, in the office of the County Recorder of said County.

EXHIBIT "A"

LAKES WEST GOLF COURSE

DKY12249PG 447

PARCEL A: Tracts E and F, of SUN CITY UNIT ELEVEN, per map recorded in Book 117, Pages 3 through 9 inclusive of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract U of SUN CITY UNIT TWELVE, per map recorded in Book 117, Pages 11 through 25 inclusive of Maps, in the office of the County Recorder of said County:  
EXCEPT that portion of Tract U of Sun City Unit Twelve dedicated as Talisman Road and that portion resubdivided as Tract A, by the plat of Sun City Unit Eighteen, per map recorded in Book 122, Page 18 of Maps, in the office of the County Recorder of said County.

PARCEL C: Tract A of SUN CITY UNIT EIGHTEEN, per map recorded in Book 122, Pages 18 through 21 inclusive of Maps, in the office of the County Recorder of said County.

SOUTH GOLF COURSE

PARCEL A: Tracts A, B, C, D, E and F, of SUN CITY UNIT THREE, per map recorded in Book 92, Page 44 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract E, SUN CITY UNIT THREE deeded to the Sun City Town Hall Center, as recorded in Docket 5425, Page 173, described as follows:

FROM the Southwesterly corner of said Tract E run thence North 00 degrees 11 minutes East along the West line thereof 21.06 feet; thence South 71 degrees 30 minutes 30 seconds East parallel to and 20 feet Northerly at right angles from the South line of said Tract E 770.98 feet; thence South 00 degrees 38 minutes 44 seconds East 21.16 feet to a point on the South line of said Tract E; thence North 71 degrees 30 minutes 30 seconds West along the South line thereof 771.30 feet to the point of beginning.

PARCEL B: Tracts A, B, C and D, of SUN CITY UNIT FOUR, per map recorded in Book 97, Page 38 of Maps, in the office of the County Recorder of said County:

EXCEPT that part of Tract C, lying within Coggins Drive, as shown on the plat of Sun City Unit Four Replatted, per map recorded in Book 102, Page 18 of Maps, in the office of the County Recorder of said County.



PARCEL A: Tracts B, C and D, of NEWLIFE UNIT ONE, per map recorded in Book 85, Page 10 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract C, NEWLIFE UNIT ONE, deeded to the Sun City Community Association, as recorded in Docket 7093, Page 743, being described as follows:

DXT12249P6 449

BEGINNING at the Southeast corner of Lot 1 of said Newlife Unit One, being also an angle point in Tract C; thence North 0 degrees 15 minutes 00 seconds East 110.00 feet to the Northeast corner of said Lot 1, being also the South line of Oakmont Drive; thence along said South line South 89 degrees 45 minutes 00 seconds East 573.76 feet to the PC of a curve to the right; thence along said curve to the right having a radius of 20.00 feet through a central angle of 89 degrees 58 minutes 10 seconds for a distance of 31.42 feet to a point on the West line of 107th Avenue; thence along said West line 0 degrees 13 minutes 10 seconds West 74.00 feet; thence North 89 degrees 46 minutes 50 seconds West 63.50 feet; thence South 0 degrees 13 minutes 10 seconds West parallel to 107th Avenue 199.50 feet; thence North 89 degrees 46 minutes 50 feet West 163.50 feet; thence North 0 degrees 13 minutes 10 seconds East parallel to 107th Avenue 116.56 feet; thence North 79 degrees 23 minutes 30 seconds West 372.93 feet to the point of beginning.

PARCEL B: Tracts A, B, C and D, of SUN CITY UNIT ONE, per map recorded in Book 89, Page 49 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract A, SUN CITY UNIT ONE, deeded to Charles T. Cownie, as recorded in Docket 7830, Page 679, being described as follows:

BEGINNING at the Northeast corner of Lot 204, Sun City Unit One; run thence North 69 degrees 58 minutes 42 seconds West, along the Northerly line of said Lot 204, a distance of 95.11 feet to a point of curvature; thence along the arc of a 14.77 foot radius curve that is concave Southeasterly through a central angle of 90 degrees 52 minutes 40 seconds, a distance of 23.44 feet to a point of compound curvature on the Westerly line of said Lot 204; thence Northerly along the arc of a 979.16 foot radius curve that is concave Easterly through a central angle of 02 degrees 20 minutes 29 seconds, a distance of 40.01 feet; thence South 69 degrees 58 minutes 42 seconds East, a distance of 110.04 feet to a point on the Westerly line of 105th Avenue; thence Southerly along the arc of a 869.16 foot radius curve that is concave Easterly through a central angle of 01 degrees 38 minutes 54 seconds, a distance of 25.00 feet to the Northeast corner of the aforementioned Lot 204 and the point of beginning. †

EXHIBIT "A"

Tract "A" of Sun City Unit. Sixteen, per map recorded in Book 122, Page 3 of Maps, in the office of the County Recorder of Maricopa County, Arizona.

DKT12249PG 450

**SPECIAL  
WARRANTY DEED**



*Arizona Title*  
*Insurance and Trust Company*



A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of  
MARCH, 1977, by and between ARIZONA TITLE INSURANCE  
AND TRUST COMPANY, AS TRUSTEE OF TRUST #6325, hereinafter referred  
to as "Trustee", and RECREATION CENTERS OF SUN CITY, INC., a non-  
profit corporation, hereinafter referred to as "Centers".

W I T N E S S E T H:

WHEREAS, the parties hereto entered into an Agreement on  
the 22nd day of September, 1975 to carry out the provisions of  
Trust No. 6325; and

WHEREAS, the parties now wish to amend said Agreement;

NOW THEREFORE, in consideration of the sum of Ten and  
no/100 (\$10.00) Dollars, and other good and valuable consideration,  
receipt of which is hereby acknowledged, the parties hereto agree  
as follows:

1. Paragraph 11 of said Agreement shall be stricken,  
as null and void, except for the last two sentences, which shall  
read as follows, and which shall continue to be binding in the  
Agreement:

"Inasmuch as the golf courses are a major  
contributor to the maintenance of Viewpoint Lake,  
Centers agrees that as owner of the golf courses  
it shall pay fifty percent (50%) of all mainten-  
ance costs of the lake. Such costs shall become  
part of the total expense for the operation of the  
golf courses."

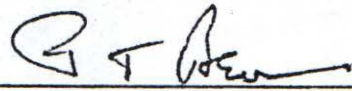
2. The third, or last, sentence of paragraph 3 as set  
forth below shall be amended as follows:

"It is expected the possible savings in labor  
expenses and taxes resulting from possession of  
the courses by Centers will bring the level of the  
cost of golf course operation to a point where  
there should be no immediate increase in golf  
course rates after May 31, 1977."

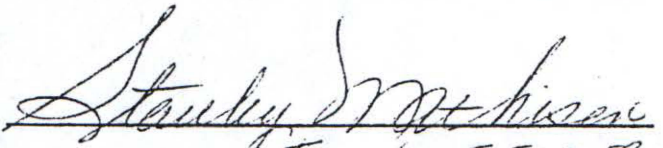
3. All other terms, covenants and conditions of the  
Agreement dated September 22, 1975 shall remain in full force and  
effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by the proper persons duly authorized so to do on the day and year first hereinabove written.

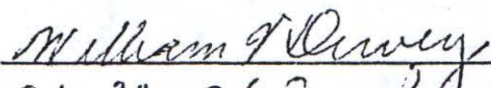
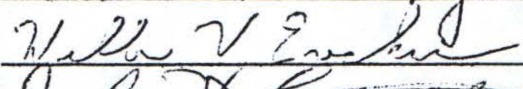
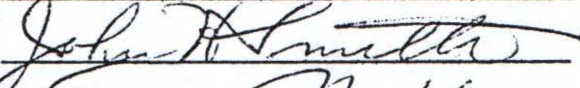

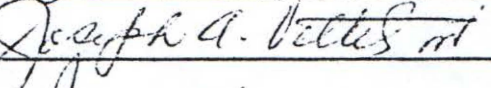
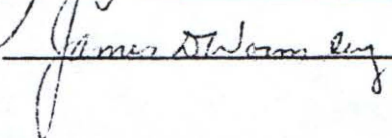
RECREATION CENTERS OF SUN CITY, INC.  
(formerly Sun City Community Association), an Arizona non-profit corporation

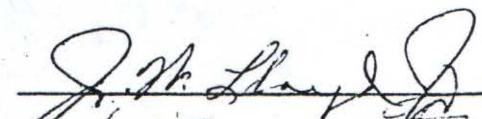
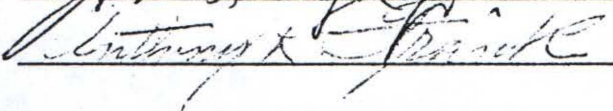
By   
PHILLIP T. BEAR, PRESIDENT

ARIZONA TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEE FOR TRUST #6325

By   
TRUST OFFICER

APPROVED this 1st day of March, 1977 by the Board of Directors of RECREATION CENTERS OF SUN CITY, INC.

*All Return to Vettel*

# DEL E. WEBB DEVELOPMENT CO.

P. O. BOX 1705 - SUN CITY, ARIZONA 85351



ADMINISTRATION OFFICE 974-7011  
SALES OFFICE 933-0173  
CONSTRUCTION OFFICE 974-7480

LEGAL DEPARTMENT

**January 31, 1977**

Recreation Centers of Sun City, Inc.  
10626 Thunderbird Boulevard  
Sun City, Arizona 85351

Del E. Webb Development Co.  
17220 Boswell Boulevard  
Sun City, Arizona 85351

This letter shall constitute an Amendment of a separate Agreement entered into on the 22nd day of September, 1975, by and between **Recreation Centers of Sun City, Inc.** (hereinafter referred to as "Centers"), and **Del E. Webb Development Co.** (hereinafter referred to as "Webb");

In said letter Agreement dated September 22, 1975, Webb agreed to lend to Centers, interest free, an amount not to exceed \$50,000 for a period of six months, or such additional sums as may be agreed upon by the parties, for use as operating capital. Webb agrees to increase the amount of the loan to a total amount not to exceed \$100,000, interest free, for a period not to exceed six months, or such additional sums as may be mutually agreed upon by the parties for use as operating capital.

The reference to a subsidy in the letter Agreement between Centers and Webb dated September 22, 1975, shall be considered void since such subsidy provision has been deleted from said Agreement. All other terms, covenants and conditions of the letter Agreement between Centers and Webb dated September 22, 1975 shall remain in full force and effect.

RECREATION CENTERS OF SUN CITY, INC.

By *Phillip T. Bear*  
PHILLIP T. BEAR, PRESIDENT

DEL E. WEBB DEVELOPMENT CO.

By *John W. Meeker*  
JOHN W. MEEKER, President

# DEL E. WEBB DEVELOPMENT CO.

P. O. BOX 555 - SUN CITY, ARIZONA 85351



ADMINISTRATION OFFICE 974-7011  
SALES OFFICE 933-0173  
CONSTRUCTION OFFICE 974-7480

September 22, 1975

Recreation Centers of Sun City, Inc.  
10626 Thunderbird Boulevard  
Sun City, Arizona 85351

Del E. Webb Development Co.  
17220 Boswell Boulevard  
Sun City, Arizona 85351

Re: Agreement by and between Arizona Title  
Insurance and Trust Company and  
Recreation Centers of Sun City, Inc.  
dated September 22, 1975

Agreement by and between Del E. Webb  
Development Co. and Recreation Centers  
of Sun City, Inc. dated September 22, 1975

This letter shall constitute a separate agreement entered into on the date hereinabove written, by and between Recreation Centers of Sun City, Inc. (hereinafter referred to as "Centers") and Del E. Webb Development Co. (hereinafter referred to as "Webb"). This Letter Agreement is to supplement the provisions and conditions of the above two agreements dated September 22, 1975, and is subject to the provisions thereof. In the above two agreements, Centers has agreed to accept from the Arizona Title Insurance and Trust Company (hereinafter referred to as "Arizona Title") on June 1, 1977, all right, title and interest to the golf courses and Viewpoint Lake listed in the aforementioned agreement, and further has agreed to purchase from Webb all equipment owned by Webb which is used in the operation and maintenance of the golf courses and Viewpoint Lake.

In furtherance of the above agreements, Webb understands and agrees that once Centers assumes operation and control of the courses and Viewpoint Lake on June 1, 1977, Centers may need a substantial amount of operating capital to operate

the courses and Viewpoint Lake for an unknown period of time. In this regard, it is understood that Arizona Title will turn over to Centers the operating surplus shown on the books of Trustee as of May 31, 1977, for use by Centers in the operation of the golf courses and Viewpoint Lake. It is further agreed that, should it become necessary, Webb shall lend to Centers, interest free, for a period of six (6) months, an amount not to exceed Fifty Thousand Dollars (\$50,000), or such additional sum as may be mutually agreed upon by the parties, for use as operating capital. The above interest-free loan is to be in addition to the subsidy as set forth in the agreement between Centers and Arizona Title and in addition to operating surplus.

Webb further agrees that it will not issue any non-resident golf memberships, the term of which shall extend beyond May 31, 1977. The termination date of resident golf memberships shall be mutually agreed upon by the parties prior to the May 31, 1977 conveyance. Webb further agrees, commencing June 1, 1976, that all resident memberships shall contain a requirement that such memberships are subject to being converted to another type of membership on June 1, 1977 or thereafter, and that holders of memberships upon the date of conversion shall receive a pro rata credit for the value of their membership which they hold.

Webb hereby agrees that at the time Centers makes payment to Webb of the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) for personal property and equipment under that agreement dated September 22, 1975, by and between Webb and Centers, Webb will immediately reimburse Centers in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500) by payment through Arizona Title.

Webb hereby further agrees that all obligations of Trustee set forth in Sections 1, 2, 9 and 11 of the agreement hereinabove referred to between Arizona Title and Centers dated September 22, 1975 are hereby guaranteed by Webb. Webb accordingly agrees to reimburse Arizona Title for payments made for such obligations so as to prohibit any such payments as may be required of Trustee under said agreement from being charged against income of said trust.

Paragraph 11 of the agreement by and between Arizona Title and Centers provides for an "asset depreciation replacement" account, and it is hereby agreed by and between Webb and Centers that any expenditures charged against the subsidy for depreciable property shall not exceed One Hundred Thousand Dollars (\$100,000) per year unless approved by Webb.

It is understood that this Letter Agreement is in no way meant to contradict or modify the terms and conditions of those agreements dated September 22, 1975



by and between Webb and Centers and Arizona Title and Centers. The undersigned officers of Webb and Centers have read the above Letter Agreement and understand its terms and conditions, and do hereby bind their respective corporate entities to the enforcement of the terms and provisions hereof.

RECREATION CENTERS OF SUN CITY, INC.

By: Murion W Waggoner  
Its President

DEL E. WEBB DEVELOPMENT CO.

By: J. Meeker  
Its President

NORTH GOLF COURSE.

PARCEL A: Tracts B, C and D, of NEWLIFE UNIT ONE, per map recorded in Book 85, Page 10 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract C, NEWLIFE UNIT ONE, deeded to the Sun City Community Association, as recorded in Docket 7093, Page 743, being described as follows:

BEGINNING at the Southeast corner of Lot 1 of said Newlife Unit One, being also an angle point in Tract C; thence North 0 degrees 15 minutes 00 seconds East 110.00 feet to the Northeast corner of said Lot 1, being also the South line of Oakmont Drive; thence along said South line South 89 degrees 45 minutes 00 seconds East 573.76 feet to the PC of a curve to the right; thence along said curve to the right having a radius of 20.00 feet through a central angle of 89 degrees 58 minutes 10 seconds for a distance of 31.42 feet to a point on the West line of 107th Avenue; thence along said West line 0 degrees 13 minutes 10 seconds West 74.00 feet; thence North 89 degrees 46 minutes 50 seconds West 63.50 feet; thence South 0 degrees 13 minutes 10 seconds West parallel to 107th Avenue 199.50 feet; thence North 89 degrees 46 minutes 50 feet West 163.50 feet; thence North 0 degrees 13 minutes 10 seconds East parallel to 107th Avenue 116.56 feet; thence North 79 degrees 23 minutes 30 seconds West 372.93 feet to the point of beginning.

PARCEL B: Tracts A, B, C and D, of SUN CITY UNIT ONE, per map recorded in Book 89, Page 49 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract A, SUN CITY UNIT ONE, deeded to Charles T. Cownie, as recorded in Docket 7830, Page 679, being described as follows:

BEGINNING at the Northeast corner of Lot 204, Sun City Unit One; run thence North 69 degrees 58 minutes 42 seconds West, along the Northerly line of said Lot 204, a distance of 95.11 feet to a point of curvature; thence along the arc of a 14.77 foot radius curve that is concave Southeasterly through a central angle of 90 degrees 52 minutes 40 seconds, a distance of 23.44 feet to a point of compound curvature on the Westerly line of said Lot 204; thence Northerly along the arc of a 979.16 foot radius curve that is concave Easterly through a central angle of 02 degrees 20 minutes 29 seconds, a distance of 40.01 feet; thence South 69 degrees 58 minutes 42 seconds East, a distance of 110.04 feet to a point on the Westerly line of 105th Avenue; thence Southerly along the arc of a 869.16 foot radius curve that is concave Easterly through a central angle of 01 degrees 38 minutes 54 seconds, a distance of 25.00 feet to the Northeast corner of the aforementioned Lot 204 and the point of beginning. 4

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

- A. SECOND HALF of 1974 taxes, a lien, payable on or before March 1, 1975 and delinquent May 1, 1975.
  1. Any charge upon said land by reason of its inclusion in Sun City Volunteer Fire Company District and Sun City Street Lighting Improvement District No. 1. (Affects Parcels A and B - North Golf Course)
  2. Restrictions in instrument recorded in Docket 10249, Page 198. (Affects Parcels A and B - North Golf Course)
  3. An easement for telephone and telegraph lines, as granted by instrument recorded in Docket 3160, Page 583. (Affects Tract C in Parcel A - North Golf Course)
  4. An easement for electric lines and poles, as granted by instrument recorded in Docket 4371, Page 41. (Affects Tract C in Parcel A - North Golf Course)
  5. An easement for gas main, as granted by instrument recorded in Docket 3562, Page 255. (Affects Tract A in Parcel B - North Golf Course)
  6. A Deed of Trust given to secure an indebtedness of \$45,000,000.00, and any other amounts payable under the terms thereof, Del E. Webb Development Co., an Arizona corporation, Trustor, First National Bank of Arizona, a national banking association, Trustee, First National Bank of Arizona, a national banking association, Beneficiary dated November 1, 1972, recorded November 1, 1972 in Docket 9794, Page 899. (Affects Parcels A and B - North Golf Course and other property)
  7. Arizona Uniform Commercial Code Financing Statement, executed by Del E. Webb Development Co., Debtor, First National Bank of Arizona, Secured Party, dated November 1, 1972, recorded November 2, 1972 in Docket 9797, Page 949. (Affects Parcels A and B - North Golf Course and other property.)
  8. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. The report is for the use and benefit of the addressee only and liability is hereby limited to the amount of the fee paid therefore.

EXHIBIT "A". -2

SOUTH GOLF COURSE

PARCEL A: Tracts A, B, C, D, E and F, of SUN CITY UNIT THREE, per map recorded in Book 92, Page 44 of Maps, in the office of the County Recorder of said County:

EXCEPT that portion of Tract E, SUN CITY UNIT THREE deeded to the Sun City Town Hall Center, as recorded in Docket 5425, Page 173, described as follows:

FROM the Southwesterly corner of said Tract E run thence North 00 degrees 11 minutes East along the West line thereof 21.06 feet; thence South 71 degrees 30 minutes 30 seconds East parallel to and 20 feet Northerly at right angles from the South line of said Tract E 770.98 feet; thence South 00 degrees 38 minutes 44 seconds East 21.16 feet to a point on the South line of said Tract E; thence North 71 degrees 30 minutes 30 seconds West along the South line thereof 771.30 feet to the point of beginning.

PARCEL B: Tracts A, B, C and D, of SUN CITY UNIT FOUR, per map recorded in Book 97, Page 38 of Maps, in the office of the County Recorder of said County:

EXCEPT that part of Tract C, lying within Coggins Drive, as shown on the plat of Sun City Unit Four Replatted, per map recorded in Book 102, Page 18 of Maps, in the office of the County Recorder of said County.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

- A. Second half of 1974 taxes, a lien, payable on or before March 1, 1975 and delinquent May 1, 1975, EXCEPT Arb 142-80-457 - SEE tax sheet.
1. Any charge upon said land by reason of its inclusion in Sun City Volunteer Fire Company District and Sun City Street Lighting Improvement District No. 1. (Affects Parcels A and B - South Golf Course)
2. Restrictions in instrument recorded in Docket 10249, Page 196. (Affects Parcels A and B - South Golf Course)
3. An easement for electric lines, as granted by instrument recorded in Docket 3585, Page 282. (Affects Tract E, Parcel A - South Golf Course)
4. An easement for telephone and telegraph lines, as granted by instrument recorded in Docket 3812, Page 275. (Affects Tracts D and E - Parcel A - South Golf Course)
5. An easement for electric lines, as granted by instrument recorded in Docket 4351, Page 40. (Affects Tract F, Parcel A - South Golf Course)
6. An easement for gas mains, as granted by instrument recorded in Docket 4125, Pages 325 and 326. (Affects Tracts A, C and D - Parcel B - South Golf Course)
7. An easement for gas mains, as granted by instrument recorded in Docket 4236, Page 482. (Affects Tract C - Parcel B - South Golf Course)
8. An easement for electric lines, as granted by instrument recorded in Docket 4333, Page 248. (Affects Tract C - Parcel B - South Golf Course)
9. A Deed of Trust given to secure an indebtedness of \$45,000,000.00, and any other amounts payable under the terms thereof, Del E. Webb Development Co., an Arizona corporation, Trustor, First National Bank of Arizona, a national banking association, Trustee, First National Bank of Arizona, a national banking association, Beneficiary dated November 1, 1972, recorded November 1, 1972 in Docket 9794, Page 899. (Affects Parcels A and B - South Golf Course and other property)
10. Arizona Uniform Commercial Code Financing Statement, executed by Del E. Webb Development Co., Debtor, First National Bank of Arizona, Secured Party, dated November 1, 1972, recorded November 2, 1972 in Docket 9797, Page 949. (Affects Parcels A and B - South Golf Course and other property)

11. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the use and benefit of the addressee only and liability is hereby limited to the amount of the fee paid therefore.



LAKES WEST GOLF COURSE

PARCEL A: Tracts E and F, of SUN CITY UNIT ELEVEN, per map recorded in Book 117, Pages 3 through 9 inclusive of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract U of SUN CITY UNIT TWELVE, per map recorded in Book 117, Pages 11 through 25 inclusive of Maps, in the office of the County Recorder of said County:  
EXCEPT that portion of Tract U of Sun City Unit Twelve dedicated as Talisman Road and that portion resubdivided as Tract A, by the plat of Sun City Unit Eighteen, per map recorded in Book 122, Page 18 of Maps, in the office of the County Recorder of said County.

PARCEL C: Tract A of SUN CITY UNIT EIGHTEEN, per map recorded in Book 122, Pages 18 through 21 inclusive of Maps, in the office of the County Recorder of said County.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

- A. Second half of 1974 taxes, a lien, payable on or before March 1, 1975 and delinquent May 1, 1975.
1. Any charge upon said land by reason of its inclusion in McMicken Irrigation District, Sun City Unit Eleven Street Lighting Improvement District, Electrical District #7 and Sun City Volunteer Fire Company District. (Affects Parcel A - Lakes West Golf Course)
2. Any charge upon said land by reason of its inclusion in McMicken Irrigation District, Electrical District #7, Sun City Unit Twelve Street Lighting Improvement District and Sun City Volunteer Fire Company District. (Affects Parcel B - Lakes West Golf Course)
3. Any charge upon said land by reason of its inclusion in McMicken Irrigation District, Sun City Unit 18 and 18A Street Lighting Improvement District and Sun City Volunteer Fire Company District. (Affects Parcel C - Lakes West Golf Course)
4. Restrictions in instrument recorded in Docket 10249, Page 194. (Affects Parcels A, B and C - Lakes West Golf Course)
5. An easement for electrical transmission line, through over and across the North half of the North half of Section 8, Township 3 North, Range 1 East, said transmission line to extend from the East to the West boundaries of the above described lands immediately South of the North line thereof, as granted by instrument recorded October 14, 1947 in Docket 62, Page 535. (Affects that part of Tract F of Parcel A and part of Tract U of Parcel B lying within Section 8, Township 3 North, Range 1 East - Lakes West Golf Course)
6. An easement for underground public utilities and drainage, as shown on the plat recorded in Book 117, Pages 3 through 9 inclusive of Maps. (Affects Parcel A - Lakes West Golf Course)
7. An easement for underground public utilities and drainage, as shown on the plat recorded in Book 117, Pages 11 through 25 inclusive of Maps. (Affects Parcel B - Lakes West Golf Course)
8. An easement for electric lines, as granted by instrument recorded in Docket 7757, Page 473. (Affects Parcel B - Lakes West Golf Course)
9. An easement for underground public utilities and drainage, as shown on the plat recorded in Book 122, Pages 18 through 21 inclusive of Maps. (Affects Parcel C - Lakes West Golf Course)

SCHEDULE B, CONTINUED:

10. A Deed of Trust given to secure an indebtedness of \$45,000,000.00, and any other amounts payable under the terms thereof, Del E. Webb Development Co., an Arizona corporation, Trustor, First National Bank of Arizona, a national banking association, Trustee, First National Bank of Arizona, a national banking association, Beneficiary, dated November 1, 1972, recorded November 1, 1972 in Docket 9794, Page 899. (Affects Parcels A, B and C - Lakes West Golf Course and other property)
11. Arizona Uniform Commercial Code Financing Statement, executed by Del E. Webb Development Co., Debtor, First National Bank of Arizona, Secured Party, dated November 1, 1972, recorded November 2, 1972 in Docket 9797, Page 949. (Affects Parcels A, B and C - Lakes West Golf Course and other property)
12. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. The report is for the use and benefit of the Addressee only and liability is hereby limited to the amount of the fee paid therefore.

LAKES EAST GOLF COURSE

PARCEL A: Tract A, of SUN CITY UNIT TWENTYONE, per map recorded in Book 126, Pages 26, 27, 28 and 29 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tract C, of SUN CITY UNIT TWENTYTWO, per map recorded in Book 127, Page 7 of Maps, in the office of the County Recorder of said County.

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

## SCHEDULE B

## Part Two:

- A. 1974 taxes, a lien, now payable. (Resolution 0762 - SEE tax sheet.)
1. Any charge upon said land by reason of its inclusion in McMicken Irrigation District, Sun City Volunteer Fire Company District and Sun City Unit 21 and 21A Street Lighting Improvement District. (Affects Parcel A - Lakes East Golf Course)
  2. Any charge upon said land by reason of its inclusion in McMicken Irrigation District, Sun City Volunteer Fire Company District and Sun City Unit 22 and 22A Street Lighting Improvement District. (Affects Parcel B - Lakes East Golf Course)
  3. Restrictions in instrument recorded in Docket 10249, Page 203. (Affects Parcels A and B - Lakes East Golf Course)
  4. An easement for underground public utilities and drainage, as shown on the plat recorded in Book 126, Pages 26, 27, 28 and 29 of Maps. (Affects Parcel A - Lakes East Golf Course)
  5. An easement for underground public utilities and drainage, as shown on the plat recorded in Book 127, Page 7 of Maps. (Affects Parcel B - Lakes East Golf Course)
  6. A Deed of Trust given to secure an indebtedness of \$45,000,000.00, and any other amounts payable under the terms thereof, Del E. Webb Development Co., an Arizona corporation, Trustor, First National Bank of Arizona, a national banking association, Trustee, First National Bank of Arizona, a national banking association, Beneficiary, dated November 1, 1972, recorded November 1, 1972 in Docket 9794, Page 899. (Affects Parcels A and B - Lakes East Golf Course and other property)
  7. Arizona Uniform Commercial Code Financing Statement, executed by Del E. Webb Development Co., Debtor, First National Bank of Arizona, Secured Party, dated November 1, 1972, recorded November 2, 1972 in Docket 9797, Page 949. (Affects Parcels A and B - Lakes East Golf Course and other property)
  8. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. The report is for the use and benefit of the addressee only and liability is hereby limited to the amount of the fee paid therefore.

EXHIBIT "A" -5

RIVERVIEW GOLF COURSE.

PARCEL A: Tracts A and B, of SUN CITY UNIT THIRTY-THREE, per map recorded in Book 142, Page 50 of Maps, in the office of the County Recorder of said County.

PARCEL B: Tracts A and B of SUN CITY UNIT THIRTY-FIVE, per map recorded in Book 146, Page 21 of Maps, in the office of the County Recorder of said County.



SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.
7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.
9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

SCHEDULE B

Part Two:

- A. Second half of 1974 taxes, a lien, payable on or before March 1, 1975 and delinquent May 1, 1975.
1. Any charge upon said land by reason of its inclusion in McMicken Irrigation District, Sun City Volunteer Fire Company District and Sun City Unit 33 Street Lighting Improvement District. (Affects Parcel A - Riverview Golf Course)
2. Any charge upon said land by reason of its inclusion in McMicken Irrigation District (Northwest quarter of Section 5 and the Northeast quarter and the East half of the Northwest quarter of Section 6), Sun City Volunteer Fire Company District and Sun City Unit Thirty-five Street Lighting Improvement District. (Affects Parcel B - Riverview Golf Course)
3. Restrictions in instrument recorded in Docket 10249, Page 201. (Affects Parcels A and B - Riverview Golf Course)
4. An easement for underground electric lines, as granted by instrument recorded in Docket 9318, Page 399. (Affects Tract B of Parcel A - Riverview Golf Course)
5. An easement for underground electric lines, as granted by instrument recorded in Docket 9709, Page 878. (Affects Tract A of Parcel A - Riverview Golf Course)
6. An easement for overhead power transmission lines, as shown on the plat recorded in Book 146, Page 21 of Maps. (Affects Tract A of Parcel B - Riverview Golf Course)
7. A non access easement, as shown on the plat recorded in Book 146, Page 21 of Maps. (Affects Tract A of Parcel B - Riverview Golf Course)
8. A Deed of Trust given to secure an indebtedness of \$45,000,000.00, and any other amounts payable under the terms thereof, Del E. Webb Development Co., an Arizona corporation, Trustor, First National Bank of Arizona, a national banking association, Trustee, First National Bank of Arizona, a national banking association, Beneficiary, dated November 1, 1972, recorded November 1, 1972 in Docket 9794, Page 899. (Affects Parcels A and B - Riverview Golf Course and other property)
9. Arizona Uniform Commercial Code Financing Statement, executed by Del E. Webb Development Co., Debtor, First National Bank of Arizona, Secured Party, dated November 1, 1972, recorded November 2, 1972 in Docket 9797, Page 949. (Affects Parcels A and B - Riverview Golf Course and other property)

## SCHEDULE B, CONTINUED:

10. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. The report is for the use and benefit of the addressee only and liability is hereby limited to the amount of the fee paid therefore.

EXHIBIT "A".-6

WILLOWBROOK AND WILLOWCREEK GOLF COURSES.

PARCEL A: Tract A, of SUN CITY UNIT THIRTY-SEVEN, per map recorded in Book 173, Page 39 of Maps, in the office of the County Recorder of said County.

EXCEPTING therefrom all coal and other minerals, as reserved in Patent recorded in Book 279 of Deeds, Page 578, - AS TO THAT PORTION OF TRACT A in the East half of the Southwest quarter of Section 31, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL B: Tracts J, K and L, of SUN CITY UNIT FORTY-TWO, per map recorded in Book 170, Page 5 of Maps, in the office of the County Recorder of said County.

PARCEL C: Tract A, of SUN CITY UNIT FORTY-SEVEN, per map recorded in Book 176, Page 24 of Maps, in the office of the County Recorder of said County.

AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of September, 1975, by and between DEL E. WEBB DEVELOPMENT CO., an Arizona corporation, hereinafter referred to as "Webb", and RECREATION CENTERS OF SUN CITY, INC., a non-profit corporation, hereinafter referred to as "Centers".

W I T N E S S E T H:

WHEREAS, Centers has executed an agreement with Arizona Title Insurance and Trust Company as Trustee of Trust #6325 for the purchase of certain golf courses located in Sun City, Arizona; and

WHEREAS, Webb currently, through management agreement, manages and operates said courses; and

WHEREAS, Centers wish to purchase from Webb all equipment owned by Webb used in the operation and maintenance of the golf courses and Viewpoint Lake.

NOW, THEREFORE, in consideration of the sum of the total book value of all personal property and equipment stated below, such value not to exceed TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00), and other good and valuable considerations, receipt of which is hereby acknowledged, Webb hereby agrees to convey to Centers and Centers hereby agrees to accept from Webb, on June 1, 1977, all personal property and equipment owned by Webb which is used by Webb for the maintenance of the golf courses in Sun City, Arizona, and for Viewpoint Lake situated in Sun City, Arizona. A complete list of said equipment shall be furnished to Centers not less than ninety (90) days prior to June 1, 1977, and such conveyance shall be effective June 1, 1977. Until such date, Webb shall continue to maintain

LAW OFFICES OF  
ROSENBERG, DIVELBESS & HENDERSON  
300 VALLEY CENTER  
201 NORTH CENTRAL AVENUE  
PHOENIX, ARIZONA 85073  
(602) 257-7422

and purchase equipment during the normal course of business so as to insure Centers of receiving adequate equipment and personal property for the operation of the above said properties. Centers shall, at its option, review all invoices to determine the nature of the equipment purchased and the price therefor and any maintenance work done.

IN WITNESS WHEREOF, the parties have executed this Agreement by the proper persons duly authorized to do so on the day and year first hereinabove written.

DEL E. WEBB DEVELOPMENT CO.,  
an Arizona corporation

By *J. Mueker*  
President

RECREATION CENTERS OF SUN CITY, INC.,  
(formerly Sun City Community  
Association), an Arizona  
non-profit corporation

By *Murray W. Waggoner*  
President and Director

Approved this 22nd day of September, 1975, by  
the Board of Directors of RECREATION CENTERS OF SUN CITY, INC.

*Walter B. Kern*  
*Harold K. Carlson*  
*R. T. Dean*  
*Alvin E. Jones*  
*J. H. Hargrett*  
*Edwin W. Brooks*

*Philip M. Jander*  
*Walter S. Sander*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6 days payment

AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of September, 1975, by and between ARIZONA TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEE OF TRUST #6325, hereinafter referred to as "Trustee", and RECREATION CENTERS OF SUN CITY, INC., a non-profit corporation, hereinafter referred to as "Centers".

W I T N E S S E T H:

WHEREAS, Trustee currently has title to certain property, a description of which is attached as Exhibit "A" and made a part hereof by reference thereto, said property consisting of seven golf courses located in Sun City, Maricopa County, Arizona, and a lake known as Viewpoint Lake, also located in Sun City, Maricopa County, Arizona; and

WHEREAS, pursuant to the provisions of Trust #6325, Centers is the primary beneficiary of said trust; and

WHEREAS, pursuant to the terms of Trust #6325, the primary beneficiary may take title to all the property owned by said trust;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Trustee agrees to convey to Centers and Centers hereby agrees to accept from Trustee all right, title and incidents of ownership to all property known as the River-view, Willowbrook, Willowcreek, Lakes East, Lakes West, South and North golf courses in Sun City, Arizona, and Viewpoint Lake in Sun City, Arizona, consisting of and including but not limited to the real property described in Exhibit "A" attached hereto and made a part hereof, and all buildings and improvements,

LAW OFFICES OF  
G. ROSEN, D. DIVELBESS & HENDERSON  
300 VALLEY CENTER  
201 NORTH CENTRAL AVENUE  
PHOENIX, ARIZONA 85073  
(602) 257-7422

including pump stations, located thereon, on the 1st day of June, 1977, subject to the following provisions and conditions:

1. Trustee shall, at Centers' option, provide to the Centers, budgetary and financial advice to assist Centers in the operation of the golf courses and Viewpoint Lake. Centers may, prior to June 1, 1977, form a committee which shall meet with representatives of the Del E. Webb Development Co., who currently manage said courses, to review on a frequent basis, records and reports, including financial records and reports, relating to the operation of the golf courses and Viewpoint Lake so as to enable Centers to become knowledgeable as to the requirements of the operation of the golf courses and Viewpoint Lake. Centers' committee may make recommendations on a quarterly basis as to the operation and maintenance of the golf courses and Viewpoint Lake. Trustee shall make available after May 31, 1977, the services of Mr. Mike Britt, or an alternative acceptable to Centers, to assist in the orderly transition and operation of the golf courses to Centers. Such assistance from Mr. Britt will be at the expense of Trustee. If Centers so desires, Trustee shall furnish to Centers, at Trustee's expense, assistance in the training of personnel to operate the pro shop facilities.

2. All contracts currently in force relating to the management and leasing of the pro shops and snack bar facilities on the golf courses, including the lease with Sun City Pro Shops, Inc., and any contracts for the operation and maintenance of the golf courses and Viewpoint Lake, shall be terminated effective the close of business on May 31, 1977. If any of said contracts are not so terminated, Trustee agrees to indemnify and hold Centers harmless against any debts, liabilities, expenses and obligations which are incurred by Centers by reason of said failure to effectively terminate said contracts.



In addition, Centers shall not be obligated in any manner to purchase, or assume liability for, any inventory, supplies or consignments on hand as of June 1, 1977. Any expenses incurred prior to June 1, 1977, shall be paid by Trustee.

3. It is the understanding of Centers that Trustee shall have, prior to June 1, 1977, increased total annual golf revenues to that level which, when taking into account only those revenues from members of Centers and their guests, shall be equal to or greater than the total annual expenses incurred in the operation and management of the golf courses after taking into account the savings in labor expense and taxes, if any, resulting from possession of the courses by Centers as set forth below. It is the intent of Trustee that the golf courses will be managed in such a way as to match the income derived with the expenses incurred in the operation of the golf courses, thereby making the entire operation attain a break-even point. It is expected that the subsidy provided in paragraph 11 herein, plus the possible savings in labor expenses and taxes resulting from possession of the courses by Centers, will bring the level of the cost of such golf course operation to a point where there should be no immediate increase in golf course rates after May 31, 1977.

4. Trustee also hereby agrees to convey to Centers and Centers hereby agree to accept from Trustee on June 1, 1977, all right, title and interest to the wells, pumps and water distribution systems as more particularly described in Exhibit "B" attached hereto and incorporated by reference. The well, pump and water distribution system located on the Lakes East and Lakes West golf courses presently supplying Viewpoint and Dawn Lakes, shall continue to be used to supply Viewpoint and Dawn Lakes. The evaporation and seepage losses from the lakes

shall be determined by Centers and the owners of property fronting on Viewpoint Lake shall be charged for actual pumping costs as recorded in paragraphs 5, 6 and 7 of the Declaration of Restrictions, Docket No. 7745, Page 669. Such losses and charges are to be determined on the same basis and using the same formula as has been used by the previous title owners of the lake.

5. Trustee shall convey to Centers a water right supplying, to the extent the existing well located at Sunland Memorial Park has the capacity, the golf courses with the same proportionate share of the water from said well now being supplied to the golf courses served. An accurate measuring device on such well will be provided to determine the percentage of water used on the golf courses and the percentage used for other purposes. Centers agrees to pay, to Webb, on a quarterly basis, its proportionate share of the electrical expense, and, on a yearly basis, its proportionate share of operation and maintenance of said well based upon the percentage of water used for the golf courses.

6. Centers agrees to maintain the golf courses in accordance with the standard which has been in existence for the three years prior to the date of transfer. Centers shall provide adequate water, mowing, fertilizing and other maintenance which may be required on the courses and shall maintain an adequate personnel force to assure the standard noted above is met.

7. The covenants, obligations and representations expressed in this Agreement are continuing and shall not become merged in nor be extinguished by the delivery of the deed conveying the premises and the payment of purchase price by

Centers and shall be binding and inure to the benefit of and shall apply to the respective successors, assigns and legal representatives of Trustee and Centers.

8. Centers shall have the right to a final inspection of all of the property listed in Exhibit "A" not ~~less~~ <sup>MORE</sup> than ninety (90) days before it is proposed to transfer title to said property to Centers pursuant to the terms of this Agreement, it being understood Trustee shall maintain the courses in accordance with the standard that has existed in the three years prior to the date of this Agreement. Centers agrees to accept the premises existing on June 1, 1977, without any obligation upon the Trustee to take any action to prepare the same for use by Centers. Centers further states that its acceptance of the condition of the premises is based entirely upon its inspection and not upon any representations or warranties expressed or made by the Trustee.

*AT 12/10/77, tr.  
By. [initials]  
R.C.S.C. by  
M.W.W.*

9. Trustee shall pay all legal fees incurred by and at the direction of the Centers that are directly allocable to the transfer encompassed in this Agreement, including, but not limited to, fees for legal opinions regarding union contracts and the tax status of the entity to which Trustee or Centers makes any transfer. Trustee shall pay for the title insurance premiums, escrow and recording fees, and charges incurred as a result of this Agreement, including real estate taxes and insurance pro-rated to the date of the transfer of the courses.

10. Centers agrees the Del E. Webb Development Co., its agents and employees shall have the right to enter into and upon the aforementioned property at all reasonable times for the purpose of exhibiting the same to prospective purchasers of homes in Sun City or Sun City West. Centers agree the afore-said prospective purchasers may use the golf courses and

facilities and payment for such use shall be made by Del E. Webb Development Co. to Centers in accordance with a fee schedule to be determined by Centers or a separate social club operating the golf courses and facilities; however, in no event shall the fee charged for a prospective purchaser be greater than the lowest daily greens fee paid by a member of Centers for the course played. Such right to play shall be limited to one play per prospective purchaser.

11. For the first twenty-four (24) months after conveyance of the property from Trustee to Centers, Trustee shall pay to Centers, on a quarterly basis, the difference between the amount of expenses incurred in the operation of the golf courses and facilities thereon, and Viewpoint Lake, including personal property purchases therefor, and the income derived from such courses during said period. Income shall be defined as all monies received from any source whatsoever due to the operation of the golf courses or the facilities thereon, including but not limited to membership dues, greens fees, operating surplus from prior quarters; any income derived from the operation of the snack bar and pro shop facilities on the property; and all fees received from Viewpoint Lake owners. Expenses shall mean all normal operating expense categories as shown on the book of Trustee as of January 1, 1975, and shall include, but not be limited to, all salaries, wages, repairs, utilities, maintenance, office and operating supplies, insurance, taxes and other expenses directly chargeable and properly applicable to the operation of the golf courses and facilities thereon and Viewpoint Lake. Prior to the payment of the subsidy herein provided, Trustee shall review all income and expenses paid by Centers and shall have the right, after consultation with Centers, to reject as an expense allocable to the subsidy, any expense which is not directly related to the operation of the golf courses, facilities,

and Viewpoint Lake. Inasmuch as the golf courses are a major contributor to the maintenance of Viewpoint Lake, Centers agrees that as owner of the golf courses, it shall pay fifty percent (50%) of all maintenance costs of the lake. Such costs shall become part of the total expense for the operation of the golf courses.

12. The use of the golf courses and Viewpoint Lake described in Exhibit "A" is intended primarily for the use of Centers' members and their guests or any separate social club operating the golf courses and facilities.

13. The management of Viewpoint Lake shall be accomplished by a three-man board consisting of the same representatives on the present management board pursuant to the applicable deed restrictions.

IN WITNESS WHEREOF the parties have executed this Agreement by the proper persons duly authorized to do so on the day and year first hereinabove written.

RECREATION CENTERS OF SUN CITY, INC.  
(formerly Sun City Community  
Association), an Arizona  
non-profit corporation

By Murray W. Wagoner  
President and Director

ARIZONA TITLE INSURANCE AND TRUST  
COMPANY, AS TRUSTEE FOR TRUST #6325

By Stanley D. ...

Approved this 22nd day of September, 1975, by  
the Board of Directors of RECREATION CENTERS OF SUN CITY, INC.

William B. Kern  
Wesley K. Carlson  
BT Bean  
J. W. Lloyd  
Edwin W. Crocker  
Philip M. Sudder

William Sander  
W. L. Elling  
.....  
.....  
.....  
.....

5-6-68  
Previous - Sun City Town Hall Center

# STATE OF ARIZONA

## Corporation Commission

5/68



To all to Whom these Presents shall Come, Greeting:

I, GEORGE S. LIVERMORE, SECRETARY OF THE ARIZONA CORPORATION COMMISSION, DO HEREBY CERTIFY THAT the annexed is a true and complete copy of the ARTICLES OF INCORPORATION of

SUN CITY COMMUNITY ASSOCIATION

which were filed in the office of the Arizona Corporation Commission on the 6th day of May, 1968 as provided by law.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 6th DAY OF May A. D. 1968

George S. Livermore  
BY SECRETARY,

ASSISTANT SECRETARY

ARTICLES OF INCORPORATION  
OF  
SUN CITY COMMUNITY ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, having associated ourselves together for the purpose of forming a non-profit corporation under and by virtue of Article 16 Chapter 1 Title 10 of the Arizona Revised Statutes, do hereby adopt the following articles of incorporation:

ARTICLE I

The name of this corporation shall be SUN CITY COMMUNITY ASSOCIATION and its principal place of business shall be at Sun City, Maricopa County, Arizona, but the board of directors may designate other places within the State of Arizona where other offices may be established and maintained and corporate business transacted. Members of the corporation shall be residents and/or home owners of Sun City sub-division Units: New Life, Unit One, Unit Two, Unit Three, Unit Four, Unit Five, Unit Five-A, Unit Five-B, Unit Five-C, Unit Five-D, Unit Five-E, Unit Six, Unit Six-A, Unit Six-B, Unit Six-C, Unit Six-D, Unit Six-E, Unit Six-F, Unit Six-G, Unit Six-H, Unit Six-J, Unit Six-K, Unit Six-L, Unit Seven, Unit Eight, Unit Eight-A, Unit Eight-B, Unit Nine, Rancho Estates; and that certain 129.10 acres of land, more or less, lying west of 111th Avenue, south of Rancho Estates, east of the Agua Fria River, and north of Olive Avenue; and all that portion of Section 29 lying east of 99th Avenue and north of Olive Avenue.

ARTICLE II

*All So. of Grand except  
Quail Area*

The names, residences and post office addresses of the incorporators are, as follows:

<u>Name</u>	<u>Residence &amp; Post Office Address</u>
Lin Price	10716 Abbott Avenue, Sun City, Arizona
George C. Wilson	10201 - 105th Drive, Sun City, Arizona
James M. Cullum	11001 Sun City Blvd., Sun City, Arizona
Esther R. Morris	10315 Corte Del Sol Este, Sun City, Arizona
Bertha M. Cox	10720 Crosby Drive, Sun City, Arizona
Alfred R. Voelker	10824 Crosby Drive, Sun City, Arizona
John W. Prather	10144 Pinehurst Drive, Sun City, Arizona
Gerald W. McCarty	11609 Balboa Drive, Sun City, Arizona
John R. Mead	10413 Clair Drive, Sun City, Arizona
Leo J. Wilson	11807 Hacienda Drive, Sun City, Arizona
Walter F. Schott	12045 Cherry Hills Drive, Sun City, Arizona
Phil T. Ewan	12451 Augusta Drive, Sun City, Arizona



ARTICLE III

The general nature of the business in which the corporation is engaged is, as follows:

To do anything and everything lawfully necessary in the interest of the members of the corporation, including, without limitation, the following:

1. To establish and conduct a general social, cultural, recreational and amusement enterprise for the benefit of its members and do anything and everything lawfully necessary or convenient to accomplish such purpose, including, but not by way of limitation, to purchase, acquire, develop, sell, lease, own, operate and manage theaters, playhouses, agricultural projects, riding stables and corrals, libraries, opera houses, golf courses, baseball and football games, tennis courts, dancing facilities, lawn bowling rinks, horseshoe pits, croquet courts, travel clubs, card games, shuffleboard, swimming pools, skating rinks, lecture and conference rooms, and facilities and equipment for such arts and crafts as ceramic work, sewing, woodworking, leathercraft, lapidary, photography, fine arts, jewelry, shellcraft, mosaics, etc., and any and all facilities necessary or incidental to accomplish the general purposes of the corporation.
2. To coordinate, implement and aid the various recreational and social clubs which are now or which may become duly recognized as such by this corporation.
3. To promote cooperation in all matters of interest and benefit to the residents and/or homeowners of the area within the bounds set out in Article I, who become and remain members of this corporation.
4. To contract, coordinate or operate, with other organizations, associations, corporations or individuals in carrying out and conducting the activities and endeavors for which this corporation is formed and in effecting the benefits and results sought to be gained.
5. To purchase, lease, option, contract for or otherwise acquire, take, own, hold, exchange, sell or otherwise dispose of, pledge, mortgage, hypothecate, encumber any and all classes of property necessary to the fulfillment and furtherance of the objects and purposes of the corporation within the limits prescribed by law.
6. To issue such notes, bonds, debentures, contracts, or other security or evidence of indebtedness upon such terms and conditions and in such manner and form as may be prescribed or determined by the Board of Directors, within the limitations prescribed by Article VIII hereof.
7. To purchase, acquire, own, hold, sell, assign, transfer, mortgage, pledge or otherwise acquire, dispose of, hold or deal in the shares of stocks, bonds, debentures, notes or other security or evidence of indebtedness of this or any other corporation, association or individual, and to exercise all the rights, powers and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.
8. To lend or invest its funds, with or without security, upon such terms and conditions as shall be prescribed or determined by the Board of Directors.
9. To borrow money and to issue bonds, debentures, notes, contracts and other evidences of indebtedness or obligation, and from time to time for any lawful purpose to mortgage, pledge and otherwise charge any or all of its properties, property rights and assets to secure the payment thereof.
10. To act as surety or guarantor, agent, trustee, broker or in any other fiduciary capacity.
11. To make and to perform contracts of every kind and description, and in carrying on its business, or for the purpose of attaining and furthering any of its objects, to do any and all things which a natural person might or could do, and which now or hereafter may be authorized by law, and in general to do and perform such acts and things, and to have and exercise all the powers and to transact such business in connection with the foregoing objects as may be necessary and required.

The foregoing purposes shall be construed as both objects and powers and the foregoing enumerations of specific purposes shall not be held to limit or restrict in any manner the powers of the corporation.

ARTICLE IV

This corporation shall have no power to issue capital stock, and no dividends or pecuniary profits shall be declared or inure to any member, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes), and no member, director, officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

ARTICLE V

The time of commencement of this corporation shall be the day the Arizona Corporation Commission shall issue to the corporation a certificate of incorporation and the termination shall be twenty-five years thereafter, with the privilege of renewal as provided by law.

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ARTICLE VI

No membership or certificate of membership shall be transferable and no assignee or transferee thereof, whether by operation of law or otherwise, shall be entitled to membership in this corporation or to any property rights or interest therein, except as shall be provided in the by-laws of the corporation. Any person ceasing to be a member shall forfeit all rights and privileges of membership and all rights or interest in the corporation absolutely, except as shall be provided in the by-laws of the corporation.

ARTICLE VII

The affairs of the corporation shall be conducted by a Board of Directors and such officers as the Board may elect or appoint. The Board shall select from its own members a president, vice-president, secretary and a treasurer. It may select an assistant treasurer who may or may not be a member of the Board. All officers shall hold office for a period of one year and until their successors are elected and qualified. The number of directors shall not be less than three (3) nor more than twenty-five (25), and shall be elected by the members at an annual election meeting of the members to be held on the first Thursday in December of each year; provided, however, that such day may be changed from time to time by the Board of Directors.

At the annual election meeting of the members to be held on the first Thursday in December in 1968, four directors shall be elected for a term of one year and five directors shall be elected for a term of two years. Beginning with the annual election meeting to be held on the first Thursday in December in 1969 and continuing thereafter directors shall be elected for a term of two (2) years. All directors shall serve until their successors are elected and qualified; and shall elect annually from their own number the four officers for the current year.

Town Meeting

At the inception of this corporation the incorporators named herein shall serve as directors until the first annual election meeting of the members on the first Thursday of December 1968 and until their successors have been qualified.

The following named nine incorporators constituting the directorate of the Sun City Town Hall Center, a non-profit Arizona corporation, were, on the sixth day of May 1968 at Town Hall Center, Sun City, Arizona, elected to serve as directors of the instant corporation - SUN CITY COMMUNITY ASSOCIATION: Lin Price, George C. Wilson, James M. Cullum, Esther R. Morris, Bertha M. Cox, Alfred R. Voelker, John W. Prather, Gerald W. McCarty, John R. Mead; and the following three named incorporators constituting members of the Sun City Civic Association, Inc., an Arizona non-profit corporation, were, on the 27th day of March 1968, at Community Center, Sun City, Arizona, elected to serve as directors of the instant corporation - SUN CITY COMMUNITY ASSOCIATION: Leo J. Wilson, Walter F. Schott, and Phil T. Ewan.

The directors, subject to approval or veto by the members of the corporation, shall have the power to adopt by-laws for the corporation. The by-laws may be amended, modified, revised or revoked by the directors or by the members. In the event of conflict concerning the by-laws as amended, modified, revised or revoked by the directors, the action of the members shall prevail.

The directors shall have power to fill vacancies occurring in the board or in any office, subject to approval or veto by the members. The Board may appoint from its own number an executive committee and invest such committee with such powers as may be approved by the directors.

The by-laws of the corporation shall prescribe the qualifications of members and the terms of admission to membership, provided that the voting rights of all members shall be equal and all members shall have equal rights and privileges and be subject to equal responsibilities. Such by-laws shall also provide the method for determining assessments to be paid by the members.

#### ARTICLE VIII

The highest amount of indebtedness or liability, direct or contingent, to which the corporation may at any time subject itself is twenty-five thousand dollars.

#### ARTICLE IX

The private property of the members, directors and officers of this corporation shall be forever exempt from the debts and obligations of the corporation.

#### ARTICLE X

In the event of the dissolution or winding up of the corporation, all assets not otherwise disposed of and not subject to any trust, shall be transferred as the Board of Directors may then decide for carrying out the purposes or similar purposes of this corporation.

ARTICLE XI

These Articles of Incorporation may be amended at any meeting of the members called for that purpose (by the Board of Directors or by at least one hundred (100) members of this corporation who petition for such a meeting), by an affirmative vote of a majority of the members of the corporation voting at that meeting. Notice of any proposed amendment or amendments shall be given by written notice to the directors at least ten (10) days prior to a regular Board meeting, and by publication once a week for two consecutive weeks prior to the corporation membership meeting, in a newspaper or newspapers of general circulation in the county wherein the Articles of Incorporation were published; and by posting on the bulletin boards two weeks prior to the corporation membership meeting.

ARTICLE XII

*Ida M. Abrisch*

IDA M. ABRISCH, whose address is 10600 Peoria Avenue, Sun City, Arizona, and who has been a bona fide resident of the State of Arizona for more than three (3) years last past, is hereby appointed and designated Statutory Agent of the corporation for the State of Arizona, upon whom service of process may be had. This appointment may be revoked at any time by filing the appointment of another agent.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of May, 1968.

*James M. Cullum*  
James M. Cullum

*Gerald W. McCarty*  
Gerald W. McCarty

*John R. Mead*  
John R. Mead

*Leo J. Wilson*  
Leo J. Wilson

*Walter F. Schott*  
Walter F. Schott

*Phil T. Ewan*  
Phil T. Ewan

*Lin Price*  
Lin Price

*Bertha M. Cox*  
Bertha M. Cox

*Alfred R. Voelker*  
Alfred R. Voelker

*Esther R. Morris*  
Esther R. Morris

*John W. Prather*  
John W. Prather

*George C. Wilson*  
George C. Wilson

Incorporators

STATE OF ARIZONA )  
                          )SS  
COUNTY OF MARICOPA )

On this the 6th day of May, 1968, before me, Louise F. Poehls, the undersigned officer, personally appeared Lin Price, Bertha M. Cox, Alfred R. Voelker, Esther R. Morris, John W. Prather, George C. Wilson, James M. Cullum, Gerald W. McCarty, John R. Mead, Leo J. Wilson, Walter F. Schott, and Phil T. Ewan, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Louise F. Poehls*  
Louise F. Poehls, Notary Public  
In and For the County of Maricopa  
State of Arizona

My commission expires December 14, 1971

May 6, 1968

73246

ARIZONA COUNTY OF MARICOPA  
RECORDS DEPARTMENT  
FILED  
MAY 6 1968

2:35 P. M.

Sun City Town Hall Center  
10600 W. Peoria  
Sun City, Arizona 85317  
Lemma Procter  
George S. Livermore

STATE OF ARIZONA }  
County of Maricopa }<sup>ss</sup>

I hereby certify that the with-  
in instrument was filed and re-  
corded at request of

Sun City Town Hall Center  
MAY 6 '68 - 3.00

in Docket \_\_\_\_\_  
on page \_\_\_\_\_

Witness my hand and official  
seal the day and year aforesaid.

Clifford H. Ward  
County Recorder

By [Signature]  
Deputy Recorder

COPY  
AS TO FILING DATA ONLY