

13819
101-106

WHEN RECORDED, MAIL TO:
SENTRY INSURANCE
Attn: William N. O'Neil
1800 N. Poiner Drive
Stevens Point, Wisc 54481 WARRANTY DEED

DXT. 13819PC 101

DEAL NO 289757

3/3 2/2-02-7/4, 894-48

For the consideration of Ten Dollars (\$10.00) and other valuable considerations AL & C REALTY HOLDINGS CORPORATION, a Connecticut corporation, hereinafter referred to as "AL & C", does hereby convey to SENTRY INSURANCE A MUTUAL COMPANY, a Wisconsin corporation, hereinafter referred to as "Grantee", the following real property situated in Maricopa County, Arizona:

See Exhibit A attached hereto.

SUBJECT to current taxes and assessments, patent reservations, and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record or to which reference is made in the public record, and further subject to and excepting the following reservations:

RESERVATIONS:

AL & C expressly reserves on behalf of AL & C and its successors and assigns:

(1) The sole and exclusive rights to take, withdraw and use the groundwaters underlying the surface of the land herein conveyed, provided that neither AL & C nor its successors shall have the right to go upon or use the surface of said land, or any part thereof, for the purpose of drilling for, collecting, or otherwise removing any of said groundwaters, without the prior written approval of Grantee. AL & C and its successor may, however, and hereby reserves the right to, remove any of said groundwaters from said land by means of wells, tunnels, pipes, or other means of access to said groundwaters which may be constructed, drilled or dug from other land, provided that the exercise of such rights shall in no way interfere with or impair the use or stability of the surface of the land herein conveyed or of any improvements thereon. The sole and exclusive right to withdraw and use the groundwaters herein reserved may be transferred to and exercised by any public district, municipal corporation, political subdivision, public improvement district, general improvement district, county improvement district, public service corporation, public utility, water corporation, domestic water utility, private corporation, firm, partnership or individual to which AL & C or its successors or assigns may transfer, sell or assign said rights. It is expressly understood that the reservation of groundwaters herein provided for shall absolutely prohibit and forbid the Grantee, the Grantee's successors and assigns from taking, withdrawing, transferring, assigning or using in any manner whatsoever, the groundwaters underlying the surface of the land herein conveyed, and the rights herein reserved shall constitute an easement in the land herein conveyed. It is further expressly agreed and understood that the term "Groundwaters" as used in this reservation, and the following reservation, shall mean percolating groundwaters and all other waters of every nature and from every source which now or hereafter underlie the surface of the land herein granted.

(2) There is further reserved the right, privilege and power in AL & C to enforce any covenants, conditions, or restrictions recorded in relationship to the above described Real Property, including, but not limited to, the obligation imposed upon Grantee to maintain each building constructed on the above described Real Property in a high quality, first class condition consistent with the existing Sentry complex contiguous to the east of subject property. Such reservation shall continue for as long as AL & C continues to own land in McCormick Ranch. AL & C does hereby reserve unto itself the right to waive or release any restrictions, covenants or conditions imposed either by this Deed or in any prior recorded document, and AL & C may take any such acts alone and without joinder of any other person for whose benefit any such restrictions might have been imposed.

SENT

#6

8-DR-2004
01/29/2004

(3) For and in consideration of the conveyance hereby made from Grantor to Grantee, and for other valuable considerations, including without limitation, such intangible benefits as may be derived from the existence of, and the expenditure of moneys, by, McCORMICK RANCH PROPERTY OWNERS' ASSOCIATION, INC., an Arizona Corporation, Grantee hereby covenants that it will pay to McCORMICK RANCH PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns, as more particularly identified in that certain DECLARATION OF COVENANTS, CONDITIONS, ASSESSMENTS, CHARGES, SERVITUDES, LIENS, RESERVATIONS AND EASEMENTS FOR McCORMICK RANCH, hereinafter termed the "Declaration", which was recorded in the office of the County Recorder of Maricopa County, Arizona on December 29, 1971, in Docket 9148 at pages 706 through 756, a Special Use Fee as defined in said Declaration to be used for the purposes provided in Article VI, Section 1 thereof, without necessity for a separate accounting or expenditure on any particular improvements pursuant to the provisions of Article VI, Section 4.

Said Special Use Fee shall be payable annually for so long as Assessments are payable by the Members pursuant to Article III of said Declaration in an amount which shall be determined as provided in Article III, Section 1 of said Declaration at the Rate of Charge specified therein with respect to Rental Apartments, but such amount shall be the maximum initial assessment provided therein for Rental Apartments, to wit, ten cents for each \$100 of assessed valuation, as therein specified, and shall be without application of the maximum limitation set forth therein, subject to adjustment only as provided in Section 2 and increases as provided in Section 3 of said Article III, but not any additional amounts as shall be determined as provided in Section 4 of Article III; provided, however, that the aforesaid Rate of Charge applicable to the property covered hereby shall at no time exceed one-half (1/2) of the Rate of Charge applicable at any given time to land and Permanent Improvements other than Rental Apartments, and provide further, that neither McCORMICK RANCH PROPERTY OWNER'S ASSOCIATION, INC., its successors or assigns, nor said Declaration, shall impose an increase in the obligation hereby assumed and agreed to by Grantee, other than those specifically provided for herein. Payment of said Special Use Fee, together with the Association's costs and attorney's fees of collection, shall be secured by a lien having all the attributes of and enforceable in the same manner as the Assessment Lien for which provision is made in Articles IV and V of the aforesaid Declaration. This covenant is made by Grantee as a covenant running with and binding upon the property conveyed by Grantor to Grantee hereby and (to the extent that the obligation hereof shall accrue during said Grantee's or subsequent owner's period of ownership of said property) as a personal obligation of Grantee or each subsequent owner (as applicable, it being intended that such personal obligation shall relate only to such period of time as the party sought to be charged is the Owner of said property) of said property or any interest therein, irrespective of whether the same shall be expressed in any subsequent deed or conveyance of the subject property, it being understood and agreed to Grantee for and on behalf of Grantor and all subsequent owners that by accepting deeds to or ownership of the property, said Grantee and said subsequent owners, and each of them, for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, and as an obligation of the aforesaid property, covenant that they shall pay said Special Use Fee and that said fee shall from the date of recordation hereof be secured by a lien which shall have all of the attributes of and shall be enforced in the same manner as the Assessment Lien for which provision is made in Articles IV and V of the aforesaid Declaration, including, without limitation, the attribute of subordination to the lien of first mortgages or deeds of trust as provided in Section 3 of Article V. This covenant is intended to be for the benefit of Grantor, McCORMICK RANCH PROPERTY OWNERS' ASSOCIATION INC., and the Members of said Association, and each of them, as owners of all or any portion of the "Property" as that term is defined in Article 1, Paragraph W of the aforesaid Declaration, for the benefit of said Property, including, without limitation, additions thereto, and for the benefit of each subsequent owner of all or any portion thereof and shall be enforceable as provided in Article VII, Section 2 of said Declaration.

(4) There is further reserved unto Grantor an easement for utility purposes upon and across that portion of said real property described in Exhibit B attached hereto.

(5) There is further reserved unto Grantor an easement for drainage purposes upon and across that portion of said real property described in Exhibit C attached hereto.

All of the above reservations and covenants in connection with such reservations shall run with and be binding upon said land.

AL & C does warrant the title against all persons whomsoever subject to the matters above set forth.

Dated this 7th day of August 1979.

AL & C REALTY HOLDINGS CORPORATION,
a Connecticut corporation



Donald F. Louser
Vice President and General Manager,
McCormick Ranch

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 7th day of August, 1979, by DONALD F. LOUSER, VICE PRESIDENT of AL & C REALTY HOLDINGS CORPORATION, a Connecticut corporation, on behalf of the corporation.

WITNESS my hand and official seal.

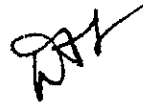
Carol K. [Signature]
Notary Public

My commission expires:
My Commission Expires Oct. 11, 1982

'DXT' 13819PG 105

The South forty (40) feet of the North
one hundred five (105) feet of the real
property described on Exhibit A.

EXHIBIT B



LEGAL DESCRIPTION

DRAINAGE EASEMENT ON A PORTION OF PHASE III

MCCORMICK RANCH

Job No. 790402

June 19, 1979

A 20 Feet wide drainage easement on a portion of Phase III McCormick Ranch Section 30, T. 3 N., R. 5 E., G. & S.R.B. & M., Maricopa County, Arizona, and is more particularly described as follows:

Beginning at a point in the Easterly Right Of Way line of Mountain View Road as widened from center line 55 Feet said beginning point is located the following three courses from N.W. Corner of the E ½, NE ¼, Section 30, T. 3 N., R. 5 E.; thence (1) S 89°56'30" W 500.00 Feet to a point; thence (2) S 00°05'37" E 1200 Feet to a point; thence (3) S 62°03'51" W 297.42 Feet to the beginning; thence from the beginning N 62°03'51" E 297.42 feet to a point; thence S 00°05'37" W 22.62 feet to a point; thence S 62°03'51" W 286.86 Feet to a point in the Easterly Right Of Way line of Mountain View Road; thence along said line N 27°56'09" W 20 Feet to the beginning.

AUG 8 - 1979 - 2 00

STATE OF ARIZONA }
County of Maricopa }

I hereby certify that the within instrument was filed and recorded at request of

ARIZONA TITLE

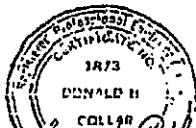


EXHIBIT C

In Docket 13819
on page 101-106

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

Bill Henry

By M. J. [Signature] County Recorder
Deputy Recorder

5.50

[Handwritten signature]