

WHEN RECORDED, MAIL TO:
David A. McEvoy, Esq.
4560 East Camp Lowell Drive
Tucson, Arizona 85712

ROADWAY AGREEMENT AND DECLARATION

(Properties Located in Sections 13 and 14, Township 10 South, Range 14 East,
Pinal County, Arizona)

This ROADWAY AGREEMENT AND DECLARATION (this "Declaration") is made effective this 31st day of May, 2016, by and between Cañada Partners LP, a Texas limited partnership ("CP"), and SaddleBrooke Homeowners Association No. 2, Inc., an Arizona non-profit corporation ("Association") (each, a "Party" and together, "Parties"), in recognition of the following facts and intentions:

A. CP is the fee title owner of certain real property located in Sections 13 and 14, Township 10 South, Range 14 East, Pinal County, Arizona, and commonly known as Golder Ranch 364 Acres (the "CP Property"), of which 85 acres located in the southeast corner of the CP Property is to be called Sundance Ridge ("Sundance Property"), as legally described on that Final Plat of Sundance Ridge, which is recorded in the official records of the Pinal County Recorder as Fee No. 2015-080264. The portion of the CP Property exclusive of the Sundance Property is the "Remainder Property." The Remainder Property is legally described in Exhibit A attached hereto and incorporated herein by this reference.

B. Association is the homeowners association that owns certain roads in the Preserve, which is a portion of the residential community known as SaddleBrooke, and Sundance Ridge is located adjacent to the Preserve. The roads in the Preserve that are covered by the Roadway Easements (as defined below) are referred to collectively as the "Preserve Roads".

C. CP and Association desire to cooperate and work together regarding the use, improvement and maintenance of the Preserve Roads, and to enter into an agreement relating to the development of the Sundance Property and the Remainder Property, and to the possibility of future agreements relating to the same; provided that CP or Association shall not have any obligation whatsoever to negotiate or use any efforts to obtain any such future agreements, and neither of the Parties shall be bound by any covenant (implied or otherwise) of good faith or fair dealing with respect to entering into future agreements except as specifically provide herein.

NOW, THEREFORE, the CP and Association hereby declare and agree as follows:

1. Property Subject to the Declaration. The Parties declare that all of the CP Property and the Preserve Roads (collectively, "Covered Property") shall be held, sold and conveyed subject

to this Declaration. By acceptance of a deed or by acquiring any interest in any portion of the Covered Property, each Person, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such Person by so doing thereby acknowledges that this Declaration evidences its intention that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by and against any and all Owners. The Parties, and their respective successors, assigns and grantees, covenant and agree that the rights and obligations created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective portion of the Covered Property even though the description in the instrument of conveyance or encumbrance may refer only to the respective portion of the Covered Property.

2. Definitions.

2.1 "Owner" means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple interest of any portion of the Covered Property. Owner shall not include Persons having an interest in a portion of the Covered Property merely as security for the performance of an obligation. Owner shall include a purchaser under a contract for the conveyance of real property subject to the provisions of Arizona Revised Statutes Section 33-741 et seq. Owner shall not include a purchaser under a purchase contract and receipt, escrow instructions or similar executory contracts which are intended to control the rights and obligations of the parties to the executory contracts pending the closing of a sale or purchase transaction. In the case of any portion of the Covered Property the fee simple title to which is vested in a trustee pursuant to Arizona Revised Statutes Section 33-801, et seq., the trustor shall be deemed to be the Owner.

2.2 "Person" means a natural person, corporation, business trust, estate trust, partnership, limited liability company, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

2.3 "Recording" means placing an instrument of public record in the office of County Recorder of Pinal County, Arizona, and "Recorded" means having been so placed of public record.

3. Roadway Easements. Portions of the Preserve are subject to the following Recorded easements:

- a) Instrument No. 152958, Recorded on April 14, 1995, at Docket 2097, Page 390, *et seq.*; and
- b) Instrument No. 077872, Recorded on April 30, 1993, at Docket 1908, Page 528, *et seq.*

The foregoing easements were relocated by Instrument No. 2002 - 029752 Final Plat "SaddleBrooke Unit Forty-Two" Records of Pinal County, Cabinet D, Slide 59 and cover

portions of Catalina Hills Drive, Peregrine Place and Middle Bear Lane in the Preserve connecting to public roadways maintained by Pinal County. The foregoing easements as so relocated are referred to collectively in this Declaration as the "Roadway Easements". The Parties agree that the alignments and location of the Roadway Easements shall not be relocated or amended, except as mutually agreed upon by the Parties; provided that neither CP nor Association shall have any obligation whatsoever to negotiate or use any efforts to obtain any such relocations or amendments of the Roadway Easements, and none of the Parties shall be bound by any covenant (implied or otherwise) of good faith or fair dealing in that regard. Further, Association hereby waives the right to dispute the validity and enforceability of the Roadway Easements as they relate to the CP Property, except as set forth in this Agreement.

CP represents and warrants that it has not granted or conveyed, and CP agrees that it will not grant or convey, any right to use the Access Points (as hereinafter defined) to access any real property other than the CP Property or any portion thereof. Similarly, CP agrees not to construct, authorize the construction of or grant any easements or other rights to use any roads on the CP Property that connect, directly or indirectly, the Access Points to any roads that serve any property other than the CP Property without Association's prior written consent, which consent may be withheld in Association's sole discretion; provided, however, that from and after the time the County Road (as hereinafter defined) is constructed, the foregoing restriction shall not apply to roads connecting property to the north of the CP Property to the County Road so long as (i) such roads do not traverse the Sundance Property (as hereinafter defined), and (ii) any such road that traverses the Middle Ridge Property directly connects to a roadway that is a reasonably direct route from the point of connection to the County Road and is designed to reasonably discourage traffic originating from such property from utilizing the Access Points. Without limiting the foregoing, the Final Plat of Sundance Ridge indicates a road by the name of "Javelina Canyon Court" that abuts the northerly boundary of the Sundance Ridge Property. CP contemplates placing a vineyard, park site or similar amenity just to the north of such northerly boundary of the Sundance Ridge Property. CP agrees that such road (i.e. Javelina Canyon Court) or such amenity shall be gated or blocked as appropriate to ensure that there is no traffic over the Preserve Roads to or from the property to the north of Sundance Ridge via Javelina Canyon Court other than by residents of Sundance Ridge and their typical residential guests. Notwithstanding any other provision contained in this Declaration, CP is not making nor shall be deemed to have made any express or implied representation or warranty of any kind or nature, other than as against its own acts, as to the rights of any other real property or owner as it relates to access to the Roadway Easements.

4. Access.

4.1 Association agrees that CP shall be permitted to construct roadway improvements sufficient to allow for vehicular and pedestrian access between the CP Property, the Roadway Easements and the Roadway Improvements at Middle Bear Lane and Peregrine Place, in the locations shown in Exhibit B, attached hereto and incorporated herein by this reference (the "Primary Access Points"). Association further agrees to grant to CP the right to construct one additional gated, emergency fire department access point at Middle Bear Lane in the location shown on Exhibit C attached hereto and incorporated herein by this reference (the "Emergency

Access Point"). The Primary Access Points and Emergency Access Point shall be referred to herein collectively as the "Access Points." Association agrees to execute such further documents as CP may request and that are reasonably required to facilitate its construction of the Access Points pursuant to this Declaration; provided, however, that Association shall not be obligated to incur any costs, obligations or liabilities in connection therewith.

4.2 No less than (sixty) 60 days prior to CP's exercise of its right to construct the Access Points, CP shall deliver to Association complete copies of its proposed construction plans and specifications (collectively, "Construction Plans") for its review and approval, which shall not be unreasonably delayed, withheld or conditioned. CP shall not be required to construct improvements of any kind that do not directly benefit the CP Property or any improvements that are of a higher quality or standard than similar improvements within the Preserve; provided, however, that such improvements must be constructed so as to not adversely affect the drainage or stability of any property in the Preserve in any material respect. Association shall either approve or disapprove of the Construction Plans and provide any comments regarding the Construction Plans to CP, such as but not limited to from any duly-licensed 3rd party engineering consultant retained by Association, within thirty (30) days after receipt of the Construction Plans. Association shall provide its written approval of the Construction Plans no later than fourteen (14) days after CP submits to Association revised Construction Plans that appropriately address all of Association's comments to the original Construction Plans. If Association fails to provide its approval or disapproval of the Construction Plans within thirty (30) days after receipt of the Construction Plans or to provide, within fourteen (14) days after Association's receipt of the revised Construction Plans from CP, either Association's approval of the revised Construction Plans or a written explanation of why the revised Construction Plans did not adequately address Association's prior comments, then Association shall be deemed to have approved the Construction Plans (or revised Construction Plans, as applicable) as submitted. CP shall not commence any such construction activities unless CP shall have first obtained all permits required by Pinal County for such construction, if any, and has first received Association's approval of the Construction Plans. Any construction by CP on Association property, including but not limited to the roadway improvements at the Access Points, shall be in accordance with the Construction Plans approved by Association and in accordance with all applicable laws, rules and regulations. Before commencing any construction of Access Points or any other construction on Association property, Association and CP shall execute a Consent and Agreement for Construction in the form attached to this Declaration as Exhibit D and made a part hereof by this reference, completed as appropriate and to which shall be attached the appropriate approved Construction Plans. The execution of the Consent and Agreement for Construction shall not be unreasonably delayed, withheld or conditioned.

5. Intentionally Deleted

6. Roadway Improvements. SaddleBrooke Development Company has improved certain portions of the Roadway Easements, including those segments located on Catalina Hills Drive, Peregrine Place and a portion of Middle Bear Lane (the "Roadway Improvements").

7. Roadway Maintenance.

7.1 The Parties acknowledge that Association is exclusively responsible for the repair and maintenance of the Roadway Improvements (the "Maintenance Obligations"). Association shall maintain the Roadway Improvements to materially the same standard as it maintains the other roadways within the Preserve, taking into account that different roads are likely to be resurfaced or repaired in different years on a revolving basis. The Maintenance Obligations shall, include but not be limited to coating and sealing of the roadway surfaces on an as-needed basis, fixing potholes, making patches and resurfacing as needed. The Roadway Improvements located on Catalina Hills Drive and a portion of Peregrine Place were last resealed in 2014, the remaining portion of the Roadway Improvements on Peregrine Place is scheduled to be resealed in 2016, and a copy of Association's schedule for the Maintenance Obligations is attached hereto as Exhibit E and incorporated herein by this reference. Upon completion of maintenance required as part of the Maintenance Obligations, Association shall provide CP with a written statement describing the repairs and maintenance that have been completed.

7.2 Notwithstanding the foregoing, CP agrees that from and after the date on which CP has obtained a certificate of occupancy for the first dwelling unit on the CP Property (the "Roadway Maintenance Trigger Date"), it shall pay to Association the amount of Fifty Dollars (\$50) per annum per completed dwelling unit on the CP Property towards the costs of the Maintenance Obligations (the "Maintenance Contribution"), which shall be held by Association and used exclusively for such purposes. The Maintenance Contribution automatically will be increased on a cumulative basis based on the percentage difference between the Adjustment Index and the Base Index. The actual Maintenance Contribution increase required by this paragraph may be referred to herein as the "Maintenance Contribution Increase". "Base Index" means the Index for the month in which the Roadway Maintenance Trigger Date ("Base Month") shall have occurred that has been published in the following month. "Adjustment Index" means the Index for the same month as the Base Month of each year after the year in which the Base Month shall have occurred. The "Index" means the Consumer Price Index, All Urban Consumers, published in the U.S. Department of Labor, Bureau of Labor Statistics. If such Index is not available, CP and Association shall use the U.S. City Average All Items Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor; provided, however, if the Bureau of Labor Statistics shall fail to publish such index or a comparable cost of living index number for any period with respect to which the Index is required to be determined for any purpose under this Declaration, but a comparable cost of living index number shall be published by any governmental agency of the United States of America in place thereof, such comparable index number shall be used as the Index hereunder. If that substitute index is not available, CP and Association shall use the most similar index for the State of Arizona published by the federal government or by the State of Arizona if not published by the federal government. The initial Maintenance Contribution shall be payable to Association on or before January 1 following the Roadway Maintenance Trigger Date, and subsequent Maintenance Contribution payments shall be made on or before January 1 each year thereafter. Other than payment of the Maintenance Contribution as outlined herein, CP shall have no other duty or obligation as it relates to the improvement, maintenance and repair of the Roadway Improvements; provided that each Owner of any portion of the CP Property shall be liable to pay Association for all damages caused to Association's roads by such Owner of a portion of the CP Property or any of such Owner's guests, invitees or contractors, normal wear and tear excepted, except to the extent any homeowners associations (which term includes any

property owners association) for property owners in the CP Property assume and are able to pay such amounts.

7.3 Except as outlined in this paragraph, the Parties agree and acknowledge that the obligation to pay the Maintenance Contribution applies to the entire CP Property, and not only to the Sundance Property, except that the Maintenance Contribution shall only apply to those lots and parcels within the CP Property that have vehicular access over private or public roads or drives to one or more of the Access Points, and the Maintenance Contribution shall not apply to any lot or parcel within the CP Property that does not have vehicular access over private or public roads or drives to one or more of the Access Points. The parties hereby agree that where any lot or parcel doesn't have access to any Access Point other than for emergency egress, or for emergency ingress by public safety vehicles (i.e. police, fire and ambulance), the Maintenance Contribution shall not apply to such lot or parcel.

7.4 Association acknowledges that this Declaration will be assigned, in whole or in part, to one or more homeowners associations to be formed for the Sundance Property and the Remainder Property, and that upon such assignments, CP shall be released from the obligations contained herein thereafter accruing, but only when Association shall have approved (a) such written assignment and assumption agreement between CP and each such homeowners association pursuant to which each such homeowner association shall assume all of the obligations of CP in this Declaration, and (b) the CC&Rs applicable to each such homeowners association, which shall contain such terms and provisions as are required by this Section 7 and Sections 8 and 9 below. Notwithstanding the foregoing and after CP may be released from such obligation as to the Sundance Property or portions of the Remainder Property pursuant to the foregoing provisions, the obligation of CP with respect to the Maintenance Contribution will remain with respect to the balance of the Remainder Property until such assignment and assumption process shall have been completed as to such balance of the Remainder Property.

8. Restrictions on Roadway Use. CP agrees that the Owners of the CP Property shall limit, and the CC&Rs and Rules and Regulations applicable to the CP Property shall require such Owners to limit, construction-related use of the Roadway Improvements to the hours prescribed in the Pinal County Noise Ordinance (Ordinance 050306-ENO effective January 24, 2007, as amended Ordinance 031611-ENO-01 effective April 13, 2011), as may be further amended or replaced from time to time. CP acknowledges that Association has adopted certain rules and regulations for its members relating to speed and traffic safety on the Roadway Improvements, which are attached hereto and as Exhibit F incorporated herein by this reference (as amended from time to time by Association, the "SaddleBrooke Traffic Rules"). Association shall provide CP (for so long as it owns any portion of the CP Property that is not subject to a homeowners association), and any homeowners association formed for any portion of the CP Property that uses the Access Points for access (other than emergency access), for its review and approval, a copy of each material change proposed to be made to the SaddleBrooke Traffic Rules that would apply to CP or to the owners of property governed by such homeowners association or their guests (each, a "Traffic Rules Amendment"). No Traffic Rules Amendment shall become effective with respect to any portion of the CP Property that uses the Access Points for access (other than emergency access) unless approved by CP (if it owns such portion of the CP Property and such portion is not subject to a homeowners association) or by the homeowners

association formed for such portion of the CP Property, which approval shall not be unreasonably conditioned, delayed or denied. The Parties understand that a Traffic Rules Amendment may be effective with respect to some portions of the CP Property, but not others, depending upon whether or not CP and all such homeowners associations approve the Traffic Rules Amendment. If CP or any applicable homeowners association objects to a Traffic Rules Amendment, it shall give written notice of the objection and the reasonable basis for such objection to Association. A party shall be deemed to have approved the Traffic Rules Amendment if written notice of the objection and the reasonable basis for such objection are not given to Association within (a) thirty (30) days after it receives the Traffic Rules Amendment in the case of CP, and (b) in the case of a homeowners association, the later of thirty (30) days after it receives the Traffic Rules Amendment or ten (10) days after the homeowners association holds a meeting of the homeowners association's board of directors after receiving the Traffic Rules Amendment, but not more than a total of sixty (60) days after receiving the amendment, in the case of a homeowners association. CP agrees to notify its successors of the SaddleBrooke Traffic Rules and to encourage any homeowners association(s) formed for the Sundance Property or the Remainder Property to adopt and enforce rules and regulations applicable to the CP Property that are similar in nature to the SaddleBrooke Traffic Rules (as amended from time to time, the "Similar Traffic Rules"). The SaddleBrooke Traffic Rules shall apply to the Owners and residents of the CP Property and any portion thereof and to their respective contractors, invitees, licensees, agents, employees, successors and assigns when using the Preserve Roads. By using the Preserve Roads, the Owners and residents of the CP Property or any portion thereof and their respective contractors, invitees, licensees, agents, employees, successors and assigns agree to abide by the SaddleBrooke Traffic Rules when using the Preserve Roads. Association agrees that the SaddleBrooke Traffic Rules and any amendments thereto will not discriminate against Sundance Property homeowners, or any homeowners in future developments on the Remainder Property, subject to section 10 below. The CC&Rs for each portion of the CP Property shall require the homeowners associations established for each portion of the CP Property to cooperate reasonably with Association to help ensure compliance with the SaddleBrooke Traffic Rules to the extent reasonably possible.

9. Sundance Ridge CC&Rs. CP hereby agrees that it will establish CC&Rs for the Sundance Property and amend the CC&Rs for the Sundance Property, if required, to: (a) include a prohibition against keeping livestock and animals commonly referred to as "farm animals" on any lot within the Sundance Property; however, CP shall maintain all rights under current zoning to allow grazing on any undeveloped portions of the CP Property in order to retain the property's agricultural status; (b) require the Owners and residents in the Sundance Property and their respective contractors, invitees, licensees, agents, employees, successors and assigns to comply with the SaddleBrooke Traffic Rules when using Preserve Roads, and (c) state that Sundance Property CC&Rs pertaining to (a) and (b) of this Section 9 may not be amended or terminated without the prior written approval of Association, which approval may be withheld in its sole discretion, and that Association is a third party beneficiary of such CC&Rs. CC&Rs for the Sundance Property have been recorded on the official records of the Pinal County Recorder as Fee No. 2015-080263 and shall be amended as required by this Declaration. The foregoing provisions also shall apply to the Remainder Property and be contained in all CC&Rs applicable to the Remainder Property or any portions thereof that benefit from the use of an Access Point.

10. Alternative Access. The Parties understand that Pinal County is looking into the possibility of acquiring a right of way from the Arizona State Land Department for a road (the "County Road") that would connect the public road known as Catalina Hills Drive, west of the Preserve, to the westerly boundary of the CP Property. If Pinal County is unable or unwilling to acquire the right of way for, construct and pave the County Road within three (3) years after the execution of this Agreement in a location that permits reasonable access to the westerly portion of the Remainder Property suitable for development, then Association is interested in granting to CP for the benefit of the CP Property (subject to Association obtaining any required approvals from its board of directors and any required consents or ratifications from its members), and CP is interested in acquiring, and the parties shall cooperate and work together in good faith to identify and to consider, an easement for the benefit of the CP Property of such width as may be reasonably necessary to allow for the design and construction of a roadway to meet Pinal County's minimum requirements (at the time the easement is granted) for a "Local Street", which is currently designated as a thirty-two (32) foot wide pavement section curb to curb, and the placement of underground utilities, from Catalina Hills Drive within the Preserve along the westerly boundary of the Preserve to the southerly boundary of the CP Property, along with the right to construct such improvements as may be necessary for the same (the "Alternative Road"). Upon the construction and paving of the County Road or the recordation of an easement for the Alternative Road, the Roadway Easement for access over Tract "L" of "SaddleBrooke Unit Forty-Two", as set forth in Instrument No. 2002 - 029752 Final Plat "SaddleBrooke Unit Forty-Two" Records of Pinal County, Cabinet D, Slide 59 (the "Peregrine Easement"), shall be terminated unless required by Pinal County or the Golder Ranch Fire District as an emergency access point as a condition to the subdivision of any portion of the Remainder Property in the manner reasonably desired by the Owners thereof in accordance with applicable Pinal County and Golder Ranch Fire District requirements, in which case such emergency access point shall be gated and shall be designed to discourage its use except as required by Pinal County or the Golder Ranch Fire District. Regardless of whether or not the easement for the Alternative Road is ever granted, Association shall have no obligation to construct or maintain the Alternative Road or any road on the Peregrine Easement. If the easement for the Alternative Road is ever granted, then such easement shall constitute a "Roadway Easement" under this Agreement, in place of the Peregrine Easement, and CP shall be permitted to construct the Alternative Road upon and subject to the terms and conditions set forth in this Agreement, including but not limited to Section 4.2. Furthermore, CP agrees that the right to use the Emergency Access Point identified on Exhibit C and any right to use the Peregrine Easement for an emergency access point shall terminate if and when it is no longer required by Pinal County or the Golder Ranch Fire District for emergency access. The Parties currently expect that the Emergency Access Point identified on Exhibit C will not be required if the County Road or Alternative Road is built and roads connect it to Sundance Ridge. CP shall use its best efforts to design the subdivisions and roadways on the CP Property such that the Peregrine Easement shall not be required, and CP shall not construct any road on the Peregrine Easement that is not required by Pinal County or the Golder Ranch Fire District as a condition to development of the CP Property in the manner reasonably desired by CP in accordance with applicable Pinal County and Golder Ranch Fire District requirements.

11. Middle Ridge Property. CP currently intends to subdivide the portion of the Remainder Property depicted on Exhibit G attached hereto and incorporated herein by this

reference (the "Middle Ridge Property") under its existing GR zoning for single family residential use similar to the Sundance Ridge Property. CP agrees and the Parties declare that the Middle Ridge Property will be developed for single family residential use only in accordance with the CP Property's existing zoning designation as GR General Rural Zone as defined by Pinal County and that no more than forty (40) single family houses or residential units will be constructed on the Middle Ridge Property, for a total of no more than ninety five (95) lots on the Middle Ridge Property and the Sundance Ridge Property combined. Association understands that access to the Middle Ridge Property and the houses thereon will be over Catalina Hills Drive, Peregrine Place, Middle Bear Lane and then through the Sundance Ridge Property. In order to limit the number of homes on the CP Property using the Preserve Roads, CP agrees that if the County Road is constructed or an easement for the Alternative Road is recorded, subject to Section 10, all easements over Preserve Roads to the Westerly Remainder Property shall automatically terminate (but not over the Alternative Road, if applicable), except that the Middle Bear Lane to Peregrine Place to Catalina Hills Drive route may continue to be used as a secondary or emergency exit for the Western Remainder Property if required by Pinal County or the Golder Ranch Fire District as a condition to the subdivision of the Western Remainder Property in the manner desired by the Owners thereof. Further, Association agrees that if access to the Westerly Remainder Property is over the County Road, rather than any location in the Preserve, then Association shall not oppose any attempt by CP to rezone the Westerly Remainder Property from GR General Rural zoning to a different single family residential zoning district. CP understands and agrees that Association has no right, power or obligation to restrict its members from opposing any such rezoning efforts.

12. Representations and Warranties. Each Party represents that it has the capacity and full power and authority to enter into and carry out the agreements, duties and obligations contained in, and the transactions contemplated by, this Declaration, and that this Declaration has been duly authorized and executed by each Party and, upon delivery to and execution by such Party, shall be a valid and binding agreement of that Party. Association agrees that if a vote of the members is required to approve this Declaration, Association shall use its best efforts to ensure that such vote is held within ninety (90) days after the date of this Declaration. Further, each Party represents that the person or persons executing this Declaration below is/are authorized on behalf of such Party and that he is a duly authorized agent of such Party, with full authority to bind the Party as a landowner, to all commitments and obligations set forth in this Declaration.

13. Binding Agreement. This Declaration benefits and burdens each of the Parties and the Covered Property, and all benefits and obligations of the Parties and the Covered Property shall run with the Covered Property and be binding upon the successors and assigns of each Party and successor holders of title to the Covered Property owned by each Party. Each Party shall inform any bona fide purchaser of such Party's Covered Property, or portion thereof, of the terms of this Declaration and shall inform the other Parties of any transfer of title to that Party's property within thirty (30) days of such transfer. Association acknowledges that this Declaration may be assigned, in whole or in part, to one or more homeowners associations to be formed for the Sundance Property and the Remainder Property, and that such assignment shall not be conditioned on the consent of Association. Upon the assignment by CP and the assumption by a homeowners association of this Declaration as to any portion of the Sundance Property or the

Remainder Property and subject to Section 7.4 above, CP shall be released from the assigned obligations contained herein thereafter accruing with respect to such portion of the Sundance Property or the Remainder Property.

14. Notice. All notices, demands, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be in writing and shall be deemed to have been validly given, filed, made, transmitted or served, when delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope, or sent by recognized overnight carrier for next business day delivery to the addresses provided herein below or such other addresses as any party hereto may from time to time designate in writing and deliver in a like manner.

CP: Cañada Partners L.P.
Martin C. Bowen
201 Main Street, Suite 3100
Fort Worth, TX 76102
Tel: 817-338-8397

Association: SaddleBrooke Homeowners Association No. 2, Inc.
Attn: President
38735 S. Mountain View Blvd.
SaddleBrooke, Arizona 85739
Tel: (520) 818-1247

To the extent that CP no longer shall own portions of the CP Property, notice shall be given to the Owners of portions of the CP Property at their respective addresses as reflected in the official records of the Pinal County Treasurer.

15. Miscellaneous. If any term, covenant, condition or provision of this Declaration, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Arizona or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Declaration, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties agree to execute, acknowledge, and record such other documents as may be necessary for the implementation of this Declaration and to ensure that the rights and obligations are binding on the successors and assigns of each Party.

16. Time of Essence. Time is of the essence as to the performance of all obligations contained in this Declaration.

17. Default and Remedies.

(a) Subject to subsection (b) below, if any Party materially defaults on the duties and obligations contained in this Declaration, any Party that is harmed shall be entitled to all rights and remedies available at law or in equity, including the right to file an action for specific

performance. The substantially prevailing party in any lawsuit involving the enforcement or interpretation of this Declaration shall be entitled to recover from the substantially non-prevailing party the attorney's fees and costs reasonably incurred by the substantially prevailing party. Subject to subsection (b) below, should Association at any time default on its duty to perform the Maintenance Obligations and such default has not been cured within 30 days after written notice is sent by CP, then CP may elect in its sole and absolute discretion: (i) to cause such repairs or maintenance to be performed on the Roadway Improvements; (ii) to be reimbursed by Association for the actual reasonable out-of-pocket cost paid by CP to third party, qualified and duly licensed contractors who are not affiliated with CP or any person who own or control CP of the such maintenance or repairs performed pursuant to this paragraph (the "Reimbursement Amount"); and (iii) to pursue all other rights and remedies available at law or in equity; provided that (1) CP shall not be entitled to exercise any such rights or remedies if Association shall commence the work to cure such default within such thirty (30) day period and thereafter shall diligently pursue such cure to completion, and (2) as to subpart (ii) above, CP shall deliver to Association a written notice applicable for such reimbursement indicating the Reimbursement Amount together with copies of all applicable invoices, receipts and contracts, and within thirty (30) days thereafter Association shall either reimburse such requested amount to CP or deliver to CP written notice of any objections thereto, and if Association shall object to some, but not all, of such reimbursement request, Association shall pay the undisputed amount within such thirty (30) day period. Notwithstanding the foregoing, if Association disputes whether or not it has failed to perform its Maintenance Obligations or if Association disputes the appropriate Reimbursement Amount, then Association shall not be deemed to have failed to perform its Maintenance Obligations or failed to pay the appropriate Reimbursement Amount unless it fails to commence appropriate repairs or maintenance or fails to pay the appropriate Reimbursement Amount within thirty (30) days following receipt of the arbitrator's decision as set forth in subsection (b) below. If the amount due to CP for any reimbursement request remains unpaid thirty (30) days after Association's receipt of the arbitrator ruling on the appropriate Reimbursement Amount, CP shall be entitled to withhold the unpaid Reimbursement Amount from the Maintenance Contributions otherwise payable to Association, and CP shall provide written notice to Association of the Reimbursement Amount to be withheld.

(b) In the event of a dispute or claim about whether or not Association has failed to perform its Maintenance Obligations or if there is a dispute about the appropriate Reimbursement Amount, or if Association and CP and/or any homeowners association governing any part of the CP Property that uses any Access Point for access (other than emergency access) cannot agree on any Traffic Rules Amendment, the dispute or claims shall be settled by final and binding arbitration conducted in accordance with the Arizona Revised Uniform Arbitration Act, A.R.S. § 12-3001 et. seq., or as amended and in effect on the date the dispute or claim arises, and to the extent not in conflict, the AAA Commercial Rules of Arbitration. If the parties to the arbitration can agree on an arbitrator within 30 days of demand for arbitration by either party, then the matter may proceed without third party administration. If the parties are unable to agree on an arbitrator within 30 days of demand, the parties agree to submit the claim or dispute to the American Arbitration Association. All claims shall be heard by a single arbitrator knowledgeable in property management, including management of roadway repair and maintenance. The arbitrator need not be an attorney. Unless otherwise agreed by the Parties in writing, the place of arbitration shall be in Pinal County, Arizona. The arbitration shall

be governed by the laws of the State of Arizona. Each party to the arbitration will, upon written request of the other party(ies), promptly provide the other(s) with copies of all relevant documents. There shall be no other discovery allowed. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 75 days of demand and awards rendered within 100 days. The arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages. Rather, the arbitrator shall determine what maintenance is required from Association and/or the appropriate reimbursement amount, as applicable. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The award of the arbitrator shall be accompanied by a reasoned opinion

18. Duration of Agreement; Amendments. Each of the provisions contained in this Declaration shall run with the land and continue and remain in full force and effect until December 31, 2090, and shall automatically be extended thereafter for successive periods of ten (10) years each unless an instrument executed by the Owners has been Recorded agreeing to terminate this Declaration on December 31, 2090, or at the end of an applicable ten (10) year extension period, or at any other date so stated in such instrument. Notwithstanding the foregoing, this Agreement may be amended with respect to the property owned by any Owner of any portion of the CP Property by a written amendment executed by such Owner and by Association, and this Agreement may be amended with respect to the property governed by any homeowners association for any portion of the CP Property by a written amendment executed by such homeowners association and by Association.

19. Effect of Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any portion of the Covered Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any portion of the Covered Property by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, executors, representatives, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of the other Owners; (c) shall be deemed a real covenant by the parties for themselves, their successors and assigns and also an equitable servitude, running, in each case, as a burden with and upon the title to the Lots or a building on a Lot and as a real covenant and also as an equitable servitude and shall be deemed a covenant and servitude for the benefit of the Covered Property; and (d) shall be deemed a covenant, obligation and restriction secured by a lien in favor of the other Owners burdening and encumbering the title to the Covered Property in favor of the other Owners.

20. Non-Avoidance. No Owner through non-use or abandonment of any portion of the CP Property may avoid the burdens or obligation imposed on him or her by this Declaration.

21. No Public Dedication. The provisions of this Declaration shall not be deemed to constitute a dedication for public use nor to create any rights in the general public of any kind.

22. Recordation. This Declaration shall be Recorded after its execution by the Owners.

23. No Joint Venture or Partnership. The Parties shall not be deemed to be joint venturers, partners or otherwise members of a joint enterprise.

24. Interpretation. In the event of any ambiguity, this Declaration shall not be construed in favor of or against any Party on account of the one of the Parties having prepared this Declaration or any documents that may be prepared pursuant to this Declaration.

25. Entire Agreement. This Declaration constitutes the entire agreement between the Parties and there are no other agreements or understandings in regard to this transaction other than as set forth herein.

26. Incorporation of Recitals. The recitals of fact and intention on the first page of this Declaration are true and correct, and constitute an integral part of this Declaration.

27. Counterparts. To facilitate execution, this Declaration may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Declaration to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

SIGNATURES ON FOLLOWING PAGES

**CONSENT AND JOINDER TO
ROADWAY AGREEMENT AND DECLARATION**

Title Security Agency of Arizona, LLC, a Delaware limited liability company, dba Title Security Agency of Arizona, LLC, as Trustee under its Trust No. 201510, acting upon the instructions of its trust beneficiary, Cañada Partners LP, a Texas limited partnership ("CP"), and as the record legal owner of all or a part of the CP Property (as defined in the foregoing Roadway Agreement and Declaration), hereby consents to, ratifies and joins in the foregoing Roadway Agreement and Declaration and declares and agrees that the CP Property is subject to the terms and conditions set forth in the Roadway Agreement and Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to Roadway Agreement and Declaration to be signed by its duly authorized officers this ____ day of May, 2016.

TITLE SECURITY AGENCY OF ARIZONA, LLC,
a Delaware limited liability company, dba Title
Security Agency of Arizona, LLC, as Trustee under its
Trust No. 201510

By: *Rachel Turnipseed*
Its: TRUST OFFICER

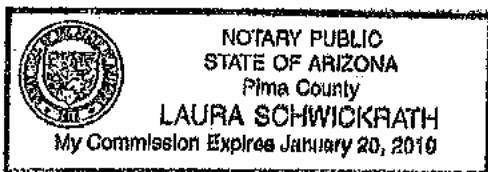
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 26th day of May, 2016, by RACHEL TURNIPSEED, the TRUST OFFICER of Title Security Agency of Arizona, LLC, a Delaware limited liability company, dba Title Security Agency of Arizona, LLC, as Trustee under its Trust No. 201510, for the purposes therein contained on behalf of such limited liability company.

My Commission Expires:

1/20/2019

Laura Schwickrath
Notary Public



LIST OF EXHIBITS

- Exhibit A - Legal Description of Remainder Property
- Exhibit B - Location of Primary Access Points
- Exhibit C - Location of Emergency Access Point
- Exhibit D - Form of Consent and Agreement for Construction
- Exhibit E - Schedule for the Maintenance Obligations
- Exhibit F - SaddleBrooke Traffic Rules
- Exhibit G - Legal Description or illustration of Middle Ridge Property

EXHIBIT A

Legal Description of Remainder Property

Exhibit A

Legal Description of Remainder Property

PARCEL NO. 1:

That portion of the Southeast quarter of Section 14, and the Southwest quarter of Section 13, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Southeast quarter of said Section 14;

THENCE North 89 degrees 23 minutes 44 seconds East, along the North line of said Southeast quarter, a distance of 2632.28 feet to the Northeast corner of the Southeast quarter of said Section 14;

THENCE North 88 degrees 59 minutes 04 seconds East, along the North line of the Southwest quarter of said Section 13, a distance of 1500.00 feet;

THENCE South 01 degrees 37 minutes 58 seconds East, a distance of 767.47 feet;

THENCE South 88 degrees 59 minutes 04 seconds West, a distance of 1500.00 feet to a point on the West line of said Section 13;

THENCE South 89 degrees 23 minutes 44 seconds West, a distance of 2644.03 feet to a point on the West line of the Southeast quarter of said Section 14;

THENCE North 00 degrees 45 minutes 17 seconds West, along said line, a distance of 767.35 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

PARCEL NO. 2:

That portion of the Southeast quarter of Section 14, Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Section 14;

THENCE North 07 degrees 09 minutes 35 seconds West, 701.50 feet to the TRUE POINT OF BEGINNING;

THENCE North 88 degrees 39 minutes 49 seconds West, 2598.16 feet to a point on the West line of the Southeast quarter of said Section 14;

THENCE North 00 degrees 45 minutes 19 seconds West along the West line of the Southeast quarter of Section 14, 1215.90 feet;

THENCE North 89 degrees 23 minutes 44 seconds East, parallel with and 767.35 feet South of the North line of the Southeast quarter of Section 14, 2449.39 feet;

THENCE South 07 degrees 12 minutes 14 seconds East, 825.04 feet;

THENCE South 07 degrees 09 minutes 35 seconds East, 487.50 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

PARCEL NO. 3:

That portion of the Southeast quarter of Section 14, and the Southwest quarter of Section 13, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Southeast corner of said Section 14;

THENCE North 07 degrees 09 minutes 35 seconds West, a distance of 1189.00 feet;

THENCE North 89 degrees 26 minutes 55 seconds East, a distance of 2744.26 feet to a point on the East line of the Southwest quarter of Section 13;

THENCE South 01 degrees 41 minutes 45 seconds East, a distance of 1182.20 feet to the Southeast corner of the Southwest quarter of Section 13;

THENCE South 89 degrees 28 minutes 03 seconds West, a distance of 2631.04 feet to the Southwest corner of Section 13 and the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said.

PARCEL NO. 4:

That portion of the Southeast quarter of Section 14 and the Southwest quarter of Section 13, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of Section 13;

THENCE South 01 degrees 41 minutes 45 seconds East, along the East line of said Southwest quarter, a distance of 1608.61 feet;

THENCE South 89 degrees 26 minutes 55 seconds West, a distance of 2744.26 feet;

THENCE North 07 degrees 12 minutes 14 seconds West, a distance of 825.04 feet;

THENCE North 89 degrees 23 minutes 44 seconds East, a distance of 194.64 feet to a point on the common Section line between Sections 13 and 14;

THENCE North 88 degrees 59 minutes 04 seconds East, a distance of 1500.00 feet;

THENCE North 01 degrees 37 minutes 58 seconds West, a distance of 767.47 feet to a point on the North line of the Southwest quarter of Section 13;

THENCE North 88 degrees 59 minutes 04 seconds East, along the North line of the Southwest quarter of Section 13, a distance of 1127.64 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved by the United States of America in the Patent to said land.

PARCEL NO. 5:

That portion of the South half of the Southeast quarter of Section 14 and the North half of the Northeast quarter of Section 23, all in Township 10 South, Range 14 East of the Gila and Salt River Meridian, Pinal County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Section 23;

THENCE South 00 degrees 21 minutes 24 seconds East along the East line of Section 23, 501.26 feet to the Southeast corner of that parcel described by deed recorded in Docket 1401, Page 5 52, records of the Pinal County Recorder;

THENCE North 88 degrees 45 minutes 02 seconds West, parallel with and 501.06 feet South of the North line of Section 23, 2673.55 feet to the Southwest corner of said parcel described in Docket 1401, Page 552;

THENCE North 00 degrees 40 minutes 20 seconds West along the West line of the Northeast quarter of Section 23, 501.34 feet to the Northwest corner of the Northeast quarter of Section 23;

THENCE North 00 degrees 45 minutes 19 seconds West along the West line of the Southeast quarter of Section 14, 698.33 feet;

THENCE South 88 degrees 39 minutes 49 seconds East, 2598.16 feet;

THENCE South 07 degrees 09 minutes 35 seconds East, 701.50 feet to the Southeast corner of Section 14 and the POINT OF BEGINNING;

EXCEPT from that portion lying within said Section 14 all coal and other minerals as reserved by the United States of America in the Patent to said land; and

EXCEPT from that portion lying with said Section 23 all minerals and all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials as reserved by the United States of America in the Patent to said land.

~~PARCELS NOT~~

~~... ingress, egress, and utilities as set forth in that certain Roadway Easement Agreement recorded in Docket 1988, page 588, and that certain Roadway Easement Docket 2097, page 390, as said easements have been relocated by Plat recorded in Exhibit D, Slide 59, records~~

EXCEPT:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 14 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ONE QUARTER CORNER OF SAID SECTION 13 AS MONUMENTED BY A 2 INCH ALUMINUM CAP ON A PIN STAMPED "LS 13187" THENCE SOUTH 89°45'09" WEST 1861.01 FEET UPON THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 28°43'07" EAST 517.96 FEET;

THENCE NORTH 03°28'31" WEST 246.06 FEET TO A TANGENT CURVE CONCAVE EASTERLY;

THENCE NORTHERLY UPON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 30°45'34", FOR AN ARC DISTANCE OF 236.22 FEET TO A TANGENT LINE;

THENCE NORTH 27°17'04" EAST 347.87 FEET TO A TANGENT CURVE CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 935.00 FEET AND A CENTRAL ANGLE OF 04°31'32", FOR AN ARC DISTANCE OF 73.85 FEET TO A TANGENT LINE;

THENCE NORTH 22°45'31" EAST 482.98 FEET TO A TANGENT CURVE CONCAVE WESTERLY;

THENCE NORTHERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 960.00 FEET AND A CENTRAL ANGLE OF 03°17'46", FOR AN ARC DISTANCE OF 55.23 FEET TO A TANGENT LINE;

THENCE NORTH 19°27'45" EAST 79.52 FEET TO A TANGENT CURVE CONCAVE WESTERLY;

THENCE NORTHERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 935.00 FEET AND A CENTRAL ANGLE OF 07°51'07", FOR AN ARC DISTANCE OF 128.14 FEET TO A TANGENT LINE;

THENCE NORTH 11°36'38" EAST 345.69 FEET TO A TANGENT CURVE CONCAVE WESTERLY;

THENCE NORTHERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 11°36'38", FOR AN ARC DISTANCE OF 67.89 FEET TO A TANGENT LINE;

THENCE NORTH 00°00'00" EAST 180.34 FEET;

THENCE NORTH 82°59'06" WEST 51.99 FEET;

THENCE NORTH 11°28'17" WEST 198.18 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 89°14'55" EAST 1066.52 FEET UPON SAID NORTH LINE TO THE CENTER ONE QUARTER CORNER OF SAID SECTION 13, MONUMENTED BY A 1.5 INCH ALUMINUM CAP ON A PIN STAMPED "LS 35869";

THENCE SOUTH 01°24'44" EAST 2793.26 FEET UPON THE EAST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING.

EXHIBIT B

Location of Primary Access Points

EXHIBIT B – Primary Access Points

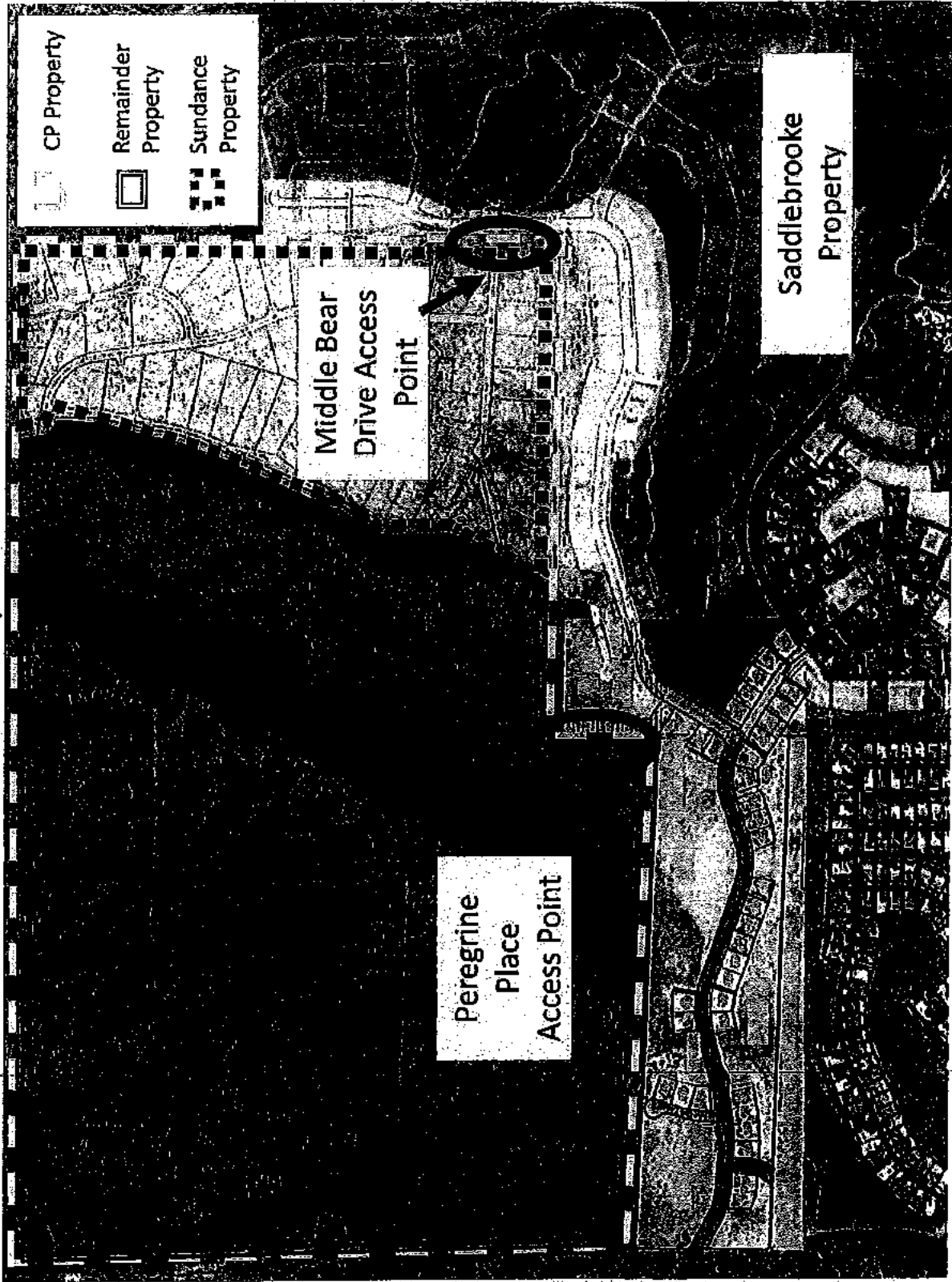


EXHIBIT C

Location of Emergency Access Point

EXHIBIT C – Emergency Access Point

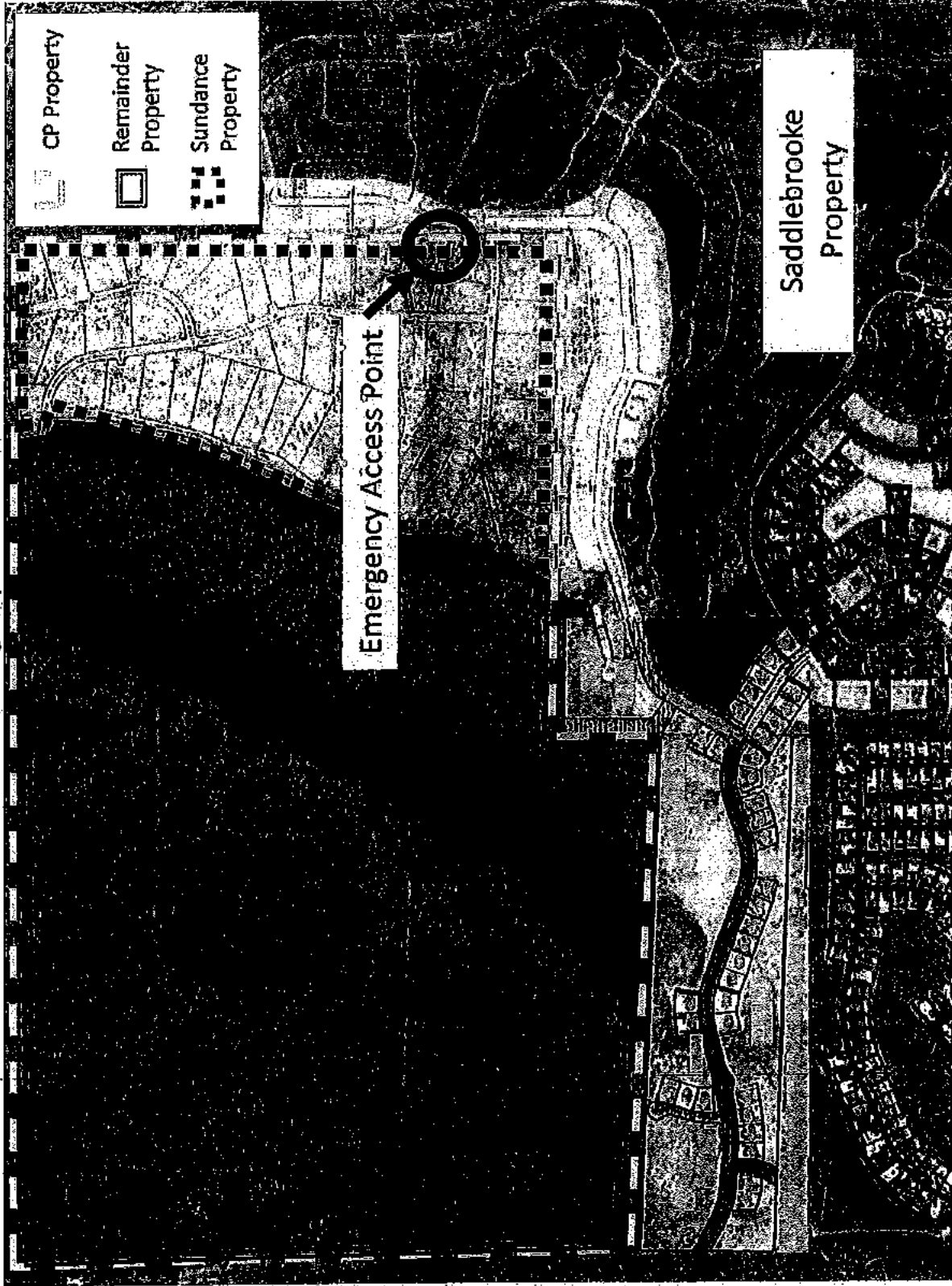


EXHIBIT D

Form of Consent and Agreement for Construction

EXHIBIT D

CONSENT AND AGREEMENT FOR CONSTRUCTION

This Consent and Agreement for Construction (this "Agreement") is made and entered into this ___ day of _____, 20___, by Cañada Partners LP, a Texas limited partnership ("CP"), and SaddleBrooke Homeowners Association No. 2, Inc., an Arizona non-profit corporation ("Association") (each, a "Party" and together, the "Parties"), who agree as follows:

1. Roadway Agreement. This Agreement is entered into pursuant to Section 4 of the Roadway Agreement and Declaration, dated May ____, 2016, executed by the Parties (the "Roadway Agreement"). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Roadway Agreement.

2. Approved Plans. Attached to this Agreement as Exhibits "1" and "2", respectively, are copies of the [grading plans and the paving plans for _____ (collectively, the "Plans"), which Plans include the grading and paving plans for the construction that CP desires to perform to _____]. Association hereby approves the Plans and authorizes CP and its contractors and subcontractors to perform the all of the Work (as hereinafter defined), upon and subject to the terms and conditions set forth in this Agreement. Association's approval of the Plans is without representation or warranty, express or implied. Association has no obligation to ensure that the Plans comply with applicable Laws (as defined below) or applicable development standards.

3. Performance of the Work. CP, by and through its contractors and subcontractors, shall at CP's expense provide all labor, services, materials, tools, and equipment necessary to perform all of the Work. As used in this Agreement, the "Work" refers to all of the grading, paving and other construction that the Plans indicate, provide for or require on [Tract _____] of "SaddleBrooke Unit Forty-Two", as set forth in the final plat of "SaddleBrooke Unit Forty-Two" recorded as Instrument No. 2002 - 029752 in the Records of Pinal County at Cabinet D, Slide 59 (such Tract is sometimes referred to in this Agreement as the "Work Site"), which Work Site is located within The Preserve at SaddleBrooke (the "Project") in Pinal County, Arizona, and all other construction that the Plans indicate, provide for or require on the _____ Property that could affect the drainage within any portion of the Project. CP shall cause the Work to be performed substantially in accordance with the schedule attached to this Agreement as Exhibit "3", subject to delays caused by weather or other unexpected causes not reasonably within the control of CP. No changes or alterations in the Plans or in the Work shall be made without Association's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld. CP agrees that any person or entity performing any part of the Work shall maintain throughout the performance of the Work any and all applicable licenses and shall maintain all insurance required by Association pursuant to this Agreement.

4. Insurance; Waiver of Subrogation. CP and each of its contractors and subcontractors that perform any part of the Work shall comply with all insurance requirements set forth on Exhibit "4" to this Agreement. CP hereby waives, and CP shall cause all of its contractors and subcontractors who perform any part of the Work to waive on their own behalf and on behalf of their respective insurers, all rights of recovery for claims arising out of or related to the performance of the Work by CP and such contractors or subcontractors, whether under

subrogation or otherwise (INCLUDING THOSE BASED ON NEGLIGENCE, REGARDLESS OF WHETHER IT IS THE PARTIAL NEGLIGENCE OF ASSOCIATION), whether because of deductible clauses, self-insured retention amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage or otherwise, against Association, the affiliates of Association, and all of their respective members, managers, partners, officers, directors, employees, agents, and trusts, except that such waiver shall not apply to any claim based on the gross negligence or the intentional or willful misconduct of Association, its managers, officers, directors, employees, or agents. CP also shall require that all insurance policies related to the Work secured by any of CP or its contractors or subcontractors include clauses providing that each insurance carrier shall waive all of its rights of recovery, by subrogation or otherwise, against all of the parties referenced above. Nothing herein shall be construed as creating any partnership, joint venture, employment or agency between the Parties.

5. Standard of Performance. CP shall cause all Work to be performed in a neat, professional, good and workmanlike manner in accordance with the best practice of the industry and in compliance with all applicable laws, rules and regulations. All materials and permanently installed equipment, if any, furnished as part of the Work, shall be of first class quality; that the Work shall be performed in accordance with this Agreement and shall be free from defects in materials and workmanship. If any of the Work does not conform to the Plans or to any of the standards set forth in this section (the "Nonconforming Work"), then in addition to all other rights and remedies available to Association, CP shall replace or repair the Nonconforming Work and bear all costs associated with the repair or replacement. CP agrees that each contract and each subcontract for the Work or any part of thereof shall provide that Association is a third party beneficiary of all express and implied warranties for the Work and shall have the right to enforce such express and implied warranties. In addition, upon completion of the Work, CP shall assign to Association all contractor and subcontractor warranties related to the Work, which shall include at a minimum a one-year warranty against defects; however, such warranty shall not limit the rights and remedies otherwise provided by this Agreement or applicable law and shall not be required to cover damage to the Work to the extent caused by misuse of same by any party.

6. Work Site. Association has no responsibility for any materials, equipment or supplies delivered or otherwise furnished to CP or its contractors or subcontractors. CP and its contractors and subcontractors shall be responsible for all such materials, equipment and supplies until the Work is completed. To the fullest extent permitted by law, CP waives and releases Association and its affiliates from any and all claims and liabilities relating to such materials, equipment and supplies, except to the extent that such claims are based on the gross negligence or the intentional or willful misconduct of Association, its managers, officers, directors, employees, and agents. At all times during the course of the Work, CP, at its expense, shall cause the Work Site and surrounding area to remain free from waste materials and debris resulting from the Work. CP also agrees to protect all existing utilities and improvements from damage during the course of the Work and to remedy any damage caused during prosecution of the Work. CP acknowledges that it is responsible for the protection of the Work until final completion of the Work.

7. Indemnification. CP covenants and agrees to indemnify, hold harmless and defend

(with legal counsel reasonably acceptable to the Indemnitees) Association and its officers, directors, employees and agents (the "Indemnitees") for, from and against any and all claims, demands, liabilities, and expenses, including but not limited to reasonable attorneys' fees and court costs, which may be suffered, incurred or asserted against any of the Indemnitees as a result of the performance of the Work by CP or its contractors, subcontractors, employees or agents, including without limitation claims for property damage and bodily injury and any mechanics' or materialmen's liens or claims of lien which may be asserted against any Indemnitee and/or any of its properties, except to the extent that such demand, claim, liability, expense or lien is the result of the gross negligence or intentional misconduct of any Indemnitee (a "Claim"). Notwithstanding anything to the contrary contained in this Agreement it is expressly understood and agreed by and between the parties hereto that the rights of any Indemnitee with respect to any Claim shall be deemed waived unless CP is given written notice describing such Claim prior to the date that is six (6) years after the completion of the Work.

8. Non-Commencement. This Agreement, including but not limited to Association's approval of the Plans, shall be null and void and of no force or effect if CP fails to cause the commencement of the Work within one hundred eighty (180) days after the date of this Agreement. In the event this Agreement is null and void as a result of non-commencement of the Work, the fact that Association approved the Plans or any part thereof shall not require Association to approve the same Plans or any portion thereof if they are submitted to Association for approval again and shall not constitute evidence of the reasonableness or acceptability of the Plans or any portion thereof.

9. No Agency. Notwithstanding Association's approval of the Plans or authorization to perform the Work, neither CP nor its employees, agents, contractors or subcontractors are partners, contractors or agents of Association, and Association shall not have any obligation to supervise or manage the performance of the Work.

10. No Waivers; Amendment. The waiver of any term or condition of this Agreement shall not constitute a waiver of any other term or condition of this Agreement, or the future application of any term or condition of this Agreement, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Agreement may only be amended by a written agreement executed by Association and CP. This Agreement and the Roadway Agreement together constitute the entire agreement between Association and CP with respect to the Work, and supersede all previous understandings or agreements between Association and CP with respect to the Work, whether written, oral or implied.

11. Miscellaneous. Any and all notices or communications required or permitted under this Agreement shall be delivered as provided in the Roadway Agreement. The headings and capitalized terms contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement. This Agreement is the product of extensive negotiation and the fact that this Agreement was prepared by one of the parties or its legal counsel shall not affect the interpretation or application of this Agreement. Each of the Parties has been represented by legal counsel in connection with this Agreement. If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the

remaining provisions shall, to the extent permitted by law, remain in full force and effect and shall not be invalidated, impaired or affected thereby. This Agreement shall be binding upon and shall inure to the benefit of Association and CP and their respective successors and assigns. Time and faithful performance of all provisions of this Agreement are of the essence of this Agreement. This Agreement shall be governed by Arizona law.

Association and CP have executed this Agreement as of the date first above written.

ASSOCIATION:

SADDLEBROOKE HOMEOWNERS
ASSOCIATION NO. 2, INC., an Arizona non-
profit corporation

By _____

Its _____

CP:

CAÑADA PARTNERS LP, a Texas limited
partnership

By: Cañada Genpar, LLC, a Texas limited liability
company, Its General Partner

By _____
Martin C. Bowen, its Sole Member

Exhibit "1"
GRADING PLANS

Exhibit "2"
PAVING PLANS

Exhibit "3"
SCHEDULE

Exhibit "4"
INSURANCE REQUIREMENTS

Prior to commencing the Work and until the Work is completed, CP and each of its contractors and subcontractors shall comply with all of the following insurance requirements:

1. CP and its contractors and subcontractors must provide Association with Certificates of Insurance evidencing the following minimum coverages and limits:
 - a. Commercial General Liability Insurance (CGL)
\$1,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate
The CGL Insurance must:
 - (i) be written on a form at least as broad as ISO occurrence form CG0001;
 - (ii) include contractual liability insurance applicable to the contract;
 - (iii) be occurrence based with a per project limit;
 - (iv) not have any deductible or self-insurance of \$25,000 or more per occurrence;
 - (v) provide liability coverage with defense costs outside the limits of liability. It shall not be amended to reduce available limits, in whole or in part, by amounts expended on defense of claims; and
 - (vi) contain none of the following exclusions:
 - a. explosion, collapse and/or underground hazards, (including without limitation subsidence or any other earth movement)
 - b. OCIP or wrap exclusions that exclude the project even if the CP is not enrolled in such OCIP or wrap policy, and
 - c. Residential (including without limitation work performed on common area), unless it is clear from the policy that such policy will not exclude coverage for the Work or any activities in connection with the Work.
 - b. Automobile Liability Insurance
\$1,000,000 C.S.L. Each Accident
Auto Liability Insurance must cover all autos or all of owned, non-owned and hired autos, and must be written on a form at least as broad as ISO occurrence form CA0001.
 - c. Worker's Compensation and Employer's Liability Insurance
This coverage shall extend to the Workers' Compensation laws of any state, district or territory of the United States in which the Work is situated. Workers' Compensation Insurance shall have statutory coverage and employer's liability insurance shall have limits of not less than \$100,000/\$100,000/\$500,000.
2. If CP and/or its contractors, subcontractors or suppliers, regardless of tier, perform remediation of hazardous materials or if their operations create an exposure to hazardous materials as those terms are defined in federal, state or local law, CP and its contractors and subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 each pollution condition and not less than \$2,000,000 aggregate for Bodily Injury, Environmental Damage and Property Damage, naming Association as an additional insured. If CP or its contractors, subcontractors or suppliers haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. Such persons must carry Automobile Liability Insurance with a \$1 million combined single limit per occurrence for Bodily Injury and Property Damage. If CP or any of its contractors or subcontractors is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
3. Whether on the Certificate of Insurance or by endorsement, the CGL insurer shall provide Association as certificate holder with not less than thirty (30) days advance written notice in the event of any cancellation, non-renewal or material change in the policy limits, terms or conditions.
4. All non-governmental insurers of CP and its contractors and subcontractors must be rated "A-/V" or better in the most current edition of Best's Insurance Reports.
5. CGL and Worker's Compensation/Employer's Liability Insurance insurers must provide, in the insurance policy itself or by an endorsement, waiver of its rights of recovery, whether under subrogation or otherwise, against all of additional insureds.
6. No review or approval of any such insurance certificate by Association shall derogate or diminish Association's rights or CP's obligations.

EXHIBIT E

Schedule for the Maintenance Obligations

EXHIBIT E

MAINTENANCE OBLIGATIONS

Crack sealing--- as required but at least every five (5) years

Patch repair---as required

Seal coating---every five years

Resurfacing---every 25-30 years depending on wear and tear

EXHIBIT F

SaddleBrooke Traffic Rules

EXHIBIT F

SADDLEBROOKE TWO TRAFFIC RULES

Section 4.01 General

Traffic regulations are relevant to all vehicles within the boundaries of HOA #2, which include, but are not limited to, the following: automobiles, trucks, golf carts, recreational vehicles, trailers, campers, motorcycles, bicycles and any motorized vehicles.

Section 4.02 Moving Violations

A. Speeding

1. It is a violation to exceed posted speed limits within the boundaries of HOA #2.
2. When an area does not have a posted speed limit, the following will prevail:
 - (a) 25 miles per hour (mph) in residential areas;
 - (b) 10 miles per hour in driveways and parking lots of the Mountain View, Desert View, Preserve complexes, and other community buildings.

B. Failure to Obey Stop Signs

It is a violation when a driver of any vehicle fails to come to a complete stop behind a posted stop sign prior to proceeding into any intersection. This includes stop signs on golf cart paths. Drivers must yield to vehicles and pedestrians already in an intersection.

C. Arizona Vehicle Laws

All residents and their guests or renters are obligated to obey all Arizona State Laws. Golf cart drivers and bicyclists must obey the same traffic laws as drivers of other vehicles. As stated in the Arizona Department of Transportation regulations, the following also apply to bicyclists:

1. Do not carry more persons than the design of the bicycle permits.
2. Do not ride more than two bicycles side-by-side.
3. Ride as near to the right side of the road as possible.
4. Use proper hand signals. After dark, a white head lamp beam must be visible from 500 feet and a rear reflector is required.

D. Pedestrian on Roadways

1. If sidewalks or footpaths are provided, a pedestrian shall not walk on an adjacent roadway.
2. If sidewalks are not provided, a pedestrian walking on a roadway shall walk, when practical, facing traffic that may approach from the opposite direction.
3. A person shall not stand in a roadway for the purpose of soliciting a ride from a driver of a vehicle.

E. Golf Cart Driver Age Restriction

It is a violation to allow anyone under the age of sixteen (16) to operate a golf cart in HOA #2.

PARKING

Section 5.01 Definitions

- A. **Parked Vehicle:** An unattended/unoccupied vehicle.
- B. **Designated Parking Area:** Paved driveways in front of private garages, HOA #2 parking lots, and parking on streets in HOA #2.

Section 5.02 Violations

--**Fire Lane:** It is a violation to park a vehicle in designated fire lanes.

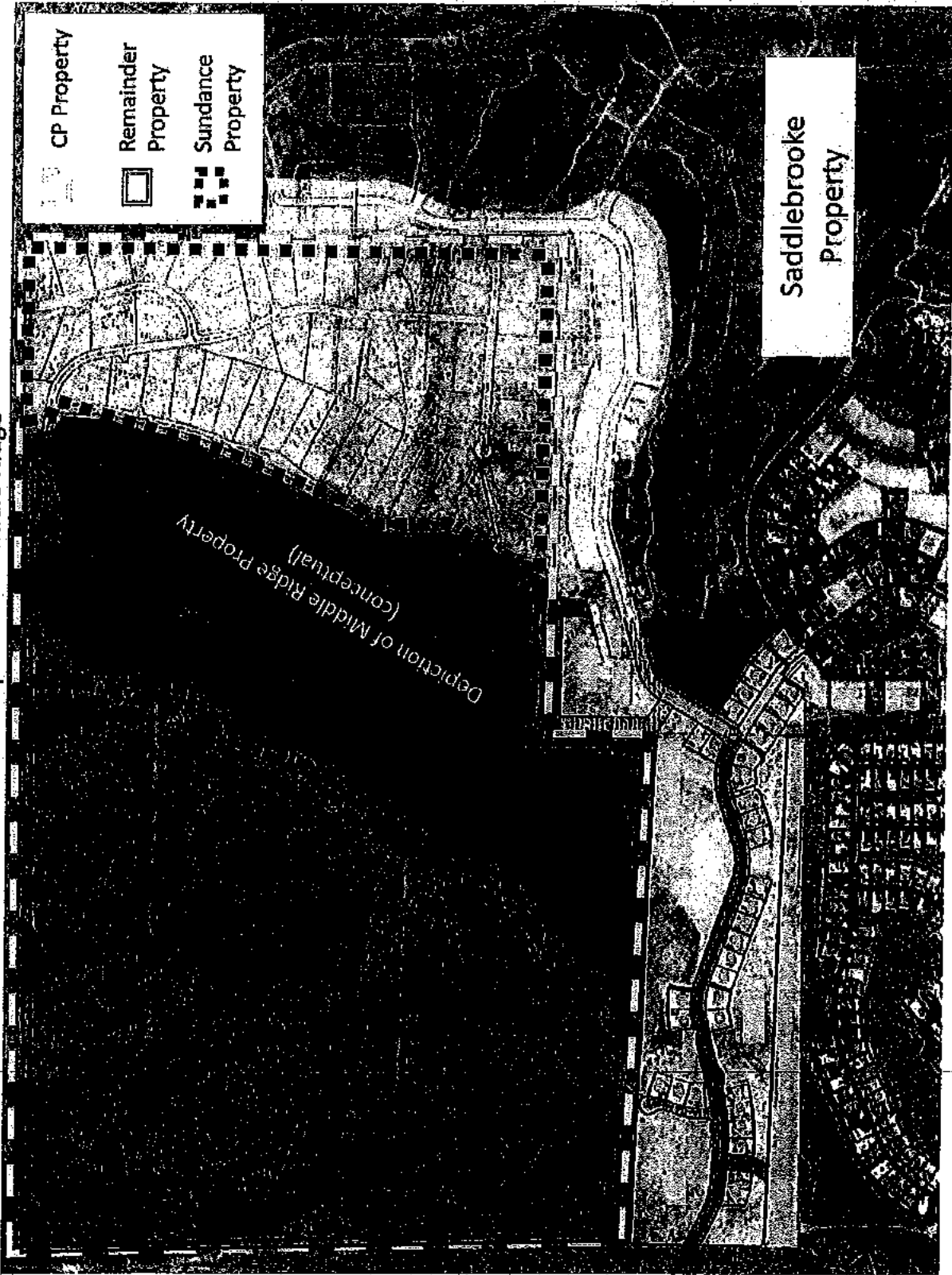
--**Fire Hydrant:** It is a violation to park within 15 feet of a fire hydrant.

--**Disabled Spaces:** It is a violation to park in a space designated for disabled parking without displaying Disability Parking Identification.

EXHIBIT G

Legal Description or Illustration of Middle Ridge Property

EXHIBIT G -- Depiction of Middle Ridge



CONSENT AND AGREEMENT FOR CONSTRUCTION

This Consent and Agreement for Construction (this "Agreement") is made and entered into this 31st day of May, 2016, by Cañada Partners LP, a Texas limited partnership ("CP"), and SaddleBrooke Homeowners Association No. 2, Inc., an Arizona non-profit corporation ("Association") (each, a "Party" and together, the "Parties"), who agree as follows:

1. Roadway Agreement. This Agreement is entered into pursuant to Section 4 of the Roadway Agreement and Declaration, dated May 31, 2016, executed by the Parties (the "Roadway Agreement"). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the Roadway Agreement.

2. Approved Plans. Attached to this Agreement as Exhibits "1" and "2", respectively, are copies of the grading plans and the paving plans for Sundance Ridge (collectively, the "Plans"), which Plans include the grading and paving plans for the construction that CP desires to perform to extend Middle Bear Lane to the Sundance Ridge Property. Association hereby approves the Plans and authorizes CP and its contractors and subcontractors to perform the all of the Work (as hereinafter defined), upon and subject to the terms and conditions set forth in this Agreement. Association's approval of the Plans is without representation or warranty, express or implied. Association has no obligation to ensure that the Plans comply with applicable Laws (as defined below) or applicable development standards.

3. Performance of the Work. CP, by and through its contractors and subcontractors, shall at CP's expense provide all labor, services, materials, tools, and equipment necessary to perform all of the Work. As used in this Agreement, the "Work" refers to all of the grading, paving and other construction that the Plans indicate, provide for or require on Tract "A" of "SaddleBrooke Unit Forty-Two", as set forth in the final plat of "SaddleBrooke Unit Forty-Two" recorded as Instrument No. 2002 - 029752 in the Records of Pinal County at Cabinet D, Slide 59 (such Tract is sometimes referred to in this Agreement as the "Work Site"), which Work Site is located within The Preserve at SaddleBrooke (the "Project") in Pinal County, Arizona, and all other construction that the Plans indicate, provide for or require on the Sundance Ridge Property that could affect the drainage within any portion of the Project. CP shall cause the Work to be performed substantially in accordance with the schedule attached to this Agreement as Exhibit "3", subject to delays caused by weather or other unexpected causes not reasonably within the control of CP. No changes or alterations in the Plans or in the Work shall be made without Association's prior written consent, which consent shall not be unreasonably conditioned, delayed or withheld. CP agrees that any person or entity performing any part of the Work shall maintain throughout the performance of the Work any and all applicable licenses and shall maintain all insurance required by Association pursuant to this Agreement.

4. Insurance; Waiver of Subrogation. CP and each of its contractors and subcontractors that perform any part of the Work shall comply with all insurance requirements set forth on Exhibit "4" to this Agreement. CP hereby waives, and CP shall cause all of its contractors and subcontractors who perform any part of the Work to waive on their own behalf and on behalf of their respective insurers, all rights of recovery for claims arising out of or related to the performance of the Work by CP and such contractors or subcontractors, whether under

subrogation or otherwise (INCLUDING THOSE BASED ON NEGLIGENCE, REGARDLESS OF WHETHER IT IS THE PARTIAL NEGLIGENCE OF ASSOCIATION), whether because of deductible clauses, self-insured retention amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage or otherwise, against Association, the affiliates of Association, and all of their respective members, managers, partners, officers, directors, employees, agents, and trusts, except that such waiver shall not apply to any claim based on the gross negligence or the intentional or willful misconduct of Association, its managers, officers, directors, employees, or agents. CP also shall require that all insurance policies related to the Work secured by any of CP or its contractors or subcontractors include clauses providing that each insurance carrier shall waive all of its rights of recovery, by subrogation or otherwise, against all of the parties referenced above. Nothing herein shall be construed as creating any partnership, joint venture, employment or agency between the Parties.

5. Standard of Performance. CP shall cause all Work to be performed in a neat, professional, good and workmanlike manner in accordance with the best practice of the industry and in compliance with all applicable laws, rules and regulations. All materials and permanently installed equipment, if any, furnished as part of the Work, shall be of first class quality; that the Work shall be performed in accordance with this Agreement and shall be free from defects in materials and workmanship. If any of the Work does not conform to the Plans or to any of the standards set forth in this section (the "Nonconforming Work"), then in addition to all other rights and remedies available to Association, CP shall replace or repair the Nonconforming Work and bear all costs associated with the repair or replacement. CP agrees that each contract and each subcontract for the Work or any part thereof shall provide that Association is a third party beneficiary of all express and implied warranties for the Work and shall have the right to enforce such express and implied warranties. In addition, upon completion of the Work, CP shall assign to Association all contractor and subcontractor warranties related to the Work, which shall include at a minimum a one-year warranty against defects; however, such warranty shall not limit the rights and remedies otherwise provided by this Agreement or applicable law and shall not be required to cover damage to the Work to the extent caused by misuse of same by any party.

6. Work Site. Association has no responsibility for any materials, equipment or supplies delivered or otherwise furnished to CP or its contractors or subcontractors. CP and its contractors and subcontractors shall be responsible for all such materials, equipment and supplies until the Work is completed. To the fullest extent permitted by law, CP waives and releases Association and its affiliates from any and all claims and liabilities relating to such materials, equipment and supplies, except to the extent that such claims are based on the gross negligence or the intentional or willful misconduct of Association, its managers, officers, directors, employees, and agents. At all times during the course of the Work, CP, at its expense, shall cause the Work Site and surrounding area to remain free from waste materials and debris resulting from the Work. CP also agrees to protect all existing utilities and improvements from damage during the course of the Work and to remedy any damage caused during prosecution of the Work. CP acknowledges that it is responsible for the protection of the Work until final completion of the Work.

7. Indemnification. CP covenants and agrees to indemnify, hold harmless and defend

(with legal counsel reasonably acceptable to the Indemnitees) Association and its officers, directors, employees and agents (the "Indemnitees") for, from and against any and all claims, demands, liabilities, and expenses, including but not limited to reasonable attorneys' fees and court costs, which may be suffered, incurred or asserted against any of the Indemnitees as a result of the performance of the Work by CP or its contractors, subcontractors, employees or agents, including without limitation claims for property damage and bodily injury and any mechanics' or materialmen's liens or claims of lien which may be asserted against any Indemnitee and/or any of its properties, except to the extent that such demand, claim, liability, expense or lien is the result of the gross negligence or intentional misconduct of any Indemnitee (a "Claim"). Notwithstanding anything to the contrary contained in this Agreement it is expressly understood and agreed by and between the parties hereto that the rights of any Indemnitee with respect to any Claim shall be deemed waived unless CP is given written notice describing such Claim prior to the date that is six (6) years after the completion of the Work.

8. Non-Commencement. This Agreement, including but not limited to Association's approval of the Plans, shall be null and void and of no force or effect if CP fails to cause the commencement of the Work within one hundred eighty (180) days after the date of this Agreement. In the event this Agreement is null and void as a result of non-commencement of the Work, the fact that Association approved the Plans or any part thereof shall not require Association to approve the same Plans or any portion thereof if they are submitted to Association for approval again and shall not constitute evidence of the reasonableness or acceptability of the Plans or any portion thereof.

9. No Agency. Notwithstanding Association's approval of the Plans or authorization to perform the Work, neither CP nor its employees, agents, contractors or subcontractors are partners, contractors or agents of Association, and Association shall not have any obligation to supervise or manage the performance of the Work.

10. No Waivers; Amendment. The waiver of any term or condition of this Agreement shall not constitute a waiver of any other term or condition of this Agreement, or the future application of any term or condition of this Agreement, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Agreement may only be amended by a written agreement executed by Association and CP. This Agreement and the Roadway Agreement together constitute the entire agreement between Association and CP with respect to the Work, and supersede all previous understandings or agreements between Association and CP with respect to the Work, whether written, oral or implied.

11. Miscellaneous. Any and all notices or communications required or permitted under this Agreement shall be delivered as provided in the Roadway Agreement. The headings and capitalized terms contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning or interpretation of this Agreement. This Agreement is the product of extensive negotiation and the fact that this Agreement was prepared by one of the parties or its legal counsel shall not affect the interpretation or application of this Agreement. Each of the Parties has been represented by legal counsel in connection with this Agreement. If any provision of this Agreement is declared illegal, invalid or unenforceable for any reason, the

remaining provisions shall, to the extent permitted by law, remain in full force and effect and shall not be invalidated, impaired or affected thereby. This Agreement shall be binding upon and shall inure to the benefit of Association and CP and their respective successors and assigns. Time and faithful performance of all provisions of this Agreement are of the essence of this Agreement. This Agreement shall be governed by Arizona law.

Association and CP have executed this Agreement as of the date first above written.

ASSOCIATION:

SADDLEBROOKE HOMEOWNERS
ASSOCIATION NO. 2, INC., an Arizona non-
profit corporation

By William Enecher

Its PRESIDENT

CP:

CAÑADA PARTNERS LP, a Texas limited
partnership

By: Cañada Genpar, LLC, a Texas limited liability
company, Its General Partner

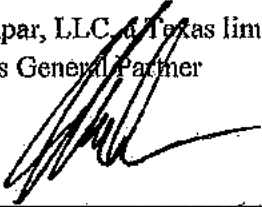
By 
Martin C. Bowen, its Sole Member

Exhibit "1"
GRADING PLANS

GENERAL NOTES - CONTINUED

14. PRIOR TO THE START OF GRADING, ALL VEGETATION AND OBSTRUCTIONS, AS WELL AS TRUNKS, SHALL BE REMOVED FROM THE ENTIRE GRADE AND ADJACENT AREAS. EXISTING UTILITY LINES, SUCH AS WATER, GAS, CABLE, AND POWER LINES, SHALL BE IDENTIFIED AND PROTECTED. ANY UTILITY LINES FOUND TO BE OBSTRUCTING GRADING OPERATIONS SHALL BE RELOCATED OR DELETED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE REMOVAL OF UTILITIES.
15. THE FINAL DESIGN AND GRADING SHALL BE SUBMITTED TO THE CITY OF PHOENIX FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE CITY OF PHOENIX ENGINEERING DEPARTMENT REGULATIONS AND ORDINANCES FOR ALL GRADING AND CONSTRUCTION ACTIVITIES WITHIN THE CITY LIMITS.
17. ALL CHANGING IS ALLOWED ALONG THE STREET CENTERLINE, UNLESS OTHERWISE NOTED.
18. UNDESIRABLE VEGETATION, SHRUBS SHALL BE CUT ON ONE SIDE OF THE GRADE AND SHALL BE BURIED IN A LOCATION WHERE THEY WILL NOT BE A HAZARD TO THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE REMOVAL OF VEGETATION.
19. THE GRADING CONTRACTOR SHALL COORDINATE ALL RIP RAP SLOPE, TRENCH AND CONSTRUCTION WITH THE LANDSCAPE CONTRACTOR. LANDSCAPE PLANTINGS AND TRENCHING SHALL BE ACCORDING TO THE CITY OF PHOENIX ENGINEERING DEPARTMENT REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.
20. THE FINISHING CONTRACTOR SHALL DEMOLT AND REMOVE THE SOIL BENCH ALL EXISTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.
21. THE FINISHING CONTRACTOR SHALL DEMOLT AND REMOVE THE SOIL BENCH ALL EXISTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.
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STORM DRAIN NOTES

1. THE DRAINAGE SYSTEM SHALL BE DESIGNED TO REMOTE WATER FROM THE GRADE TO THE STORM DRAIN SYSTEM.
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STORM DRAIN ANNOTATION

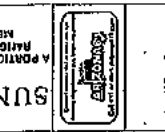
LINE NO.	DIRECTION	LENGTH
1	S 89° 10' 00" E	24.74
2	S 89° 20' 00" E	179.07
3	S 89° 30' 00" E	42.25
4	S 89° 40' 00" E	134.25
5	S 89° 50' 00" E	101.63
6	S 89° 59' 59" E	55.46

WATER MAINS
 10" WATER MAIN
 12" WATER MAIN
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 24" WATER MAIN
 30" WATER MAIN
 36" WATER MAIN
 42" WATER MAIN
 48" WATER MAIN
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 114" WATER MAIN
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 138" WATER MAIN
 144" WATER MAIN
 150" WATER MAIN



LEGEND

- UP OR DOWN ELEVATION
- FINISHED GRADE ELEVATION
- PROPOSED GRADE ELEVATION
- STORM DRAIN
- SEWER
- WATER MAIN
- UTILITY
- PROPERTY LINE
- ADJACENT PROPERTY
- STREET CENTERLINE
- STREET RIGHT-OF-WAY
- STREET EASEMENT
- STREET SETBACK
- STREET FRONT SETBACK
- STREET SIDE SETBACK
- STREET REAR SETBACK
- STREET CORNER SETBACK
- STREET INTERSECTION
- STREET CLOSURE
- STREET CLOSURE PERMIT
- STREET CLOSURE PERMIT NO. 1
- STREET CLOSURE PERMIT NO. 2
- STREET CLOSURE PERMIT NO. 3
- STREET CLOSURE PERMIT NO. 4
- STREET CLOSURE PERMIT NO. 5
- STREET CLOSURE PERMIT NO. 6
- STREET CLOSURE PERMIT NO. 7
- STREET CLOSURE PERMIT NO. 8
- STREET CLOSURE PERMIT NO. 9
- STREET CLOSURE PERMIT NO. 10



STANDARD DETAIL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.

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32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.

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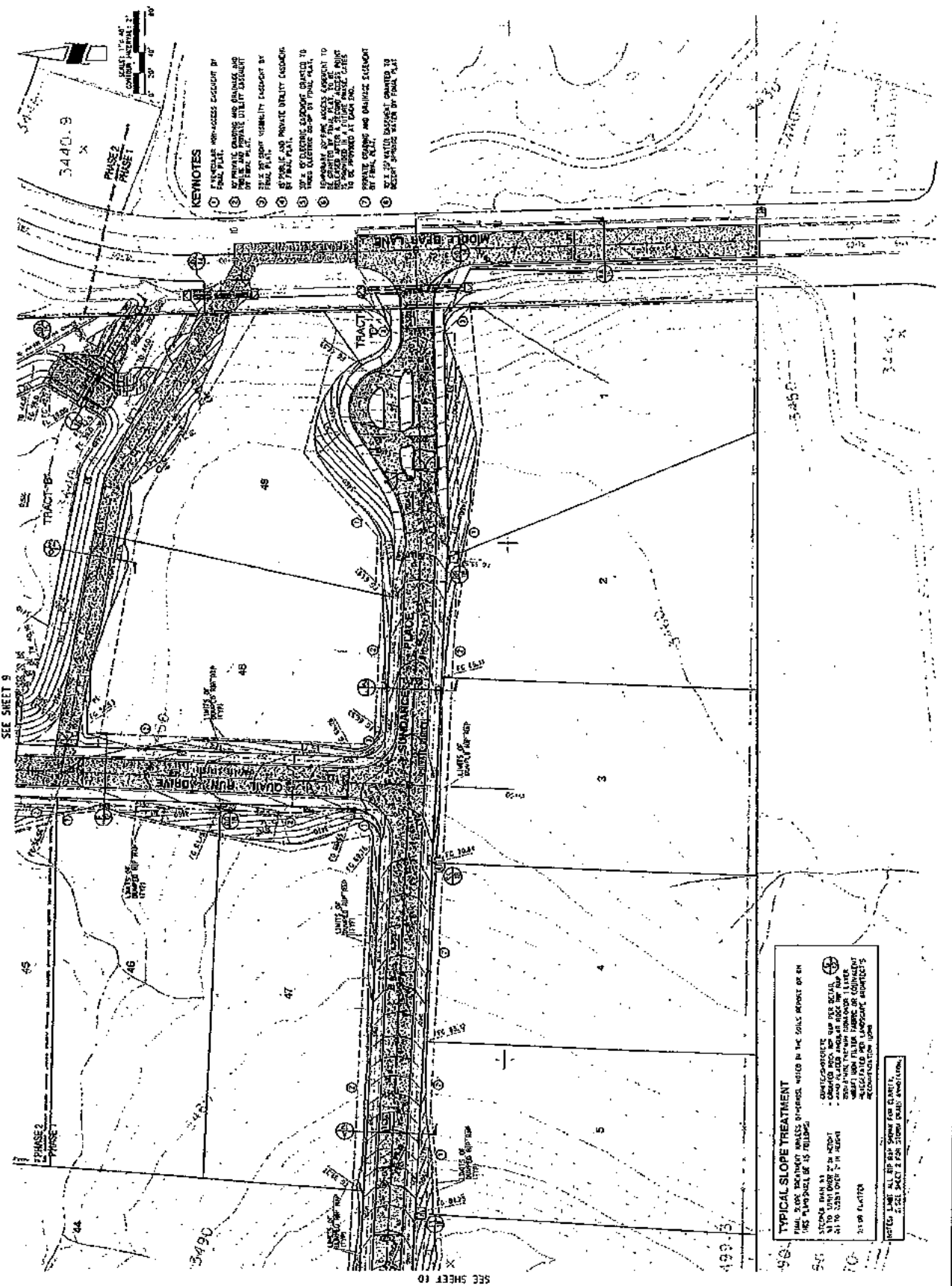
35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF PHOENIX FOR THE GRADING OF THE AREA.

DATE	BY	REVISION
01/11/78	JMS	1.0
01/11/78	JMS	1.1



RICK
 ENGINEERS
 11111 N. CENTRAL AVENUE
 SUITE 200
 PHOENIX, ARIZONA 85018
 PHONE (602) 954-1111
 FAX (602) 954-1112

GRADING PLANS PREPARED FROM
SUNDANCE RIDGE
 A PORTION OF SECTION 13, TOWNSHIP 13 SOUTH
 RANGE 14 EAST RANGE 4
 MARICOPA COUNTY, ARIZONA
 SHEET 11 OF 22
 FEB 15 2002

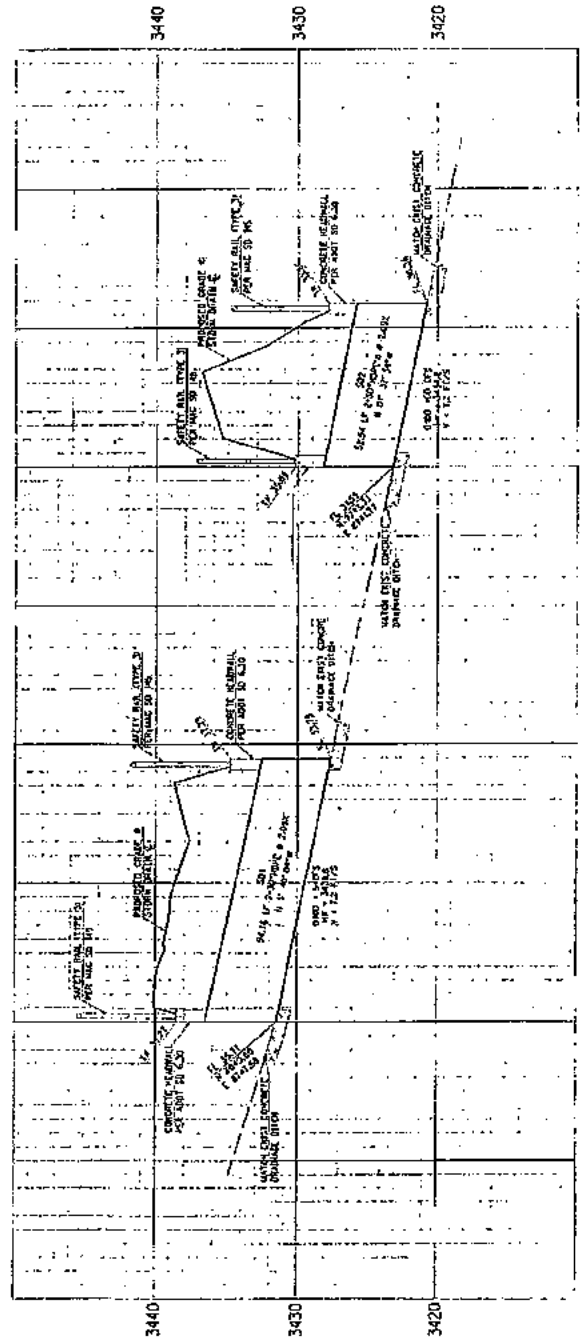
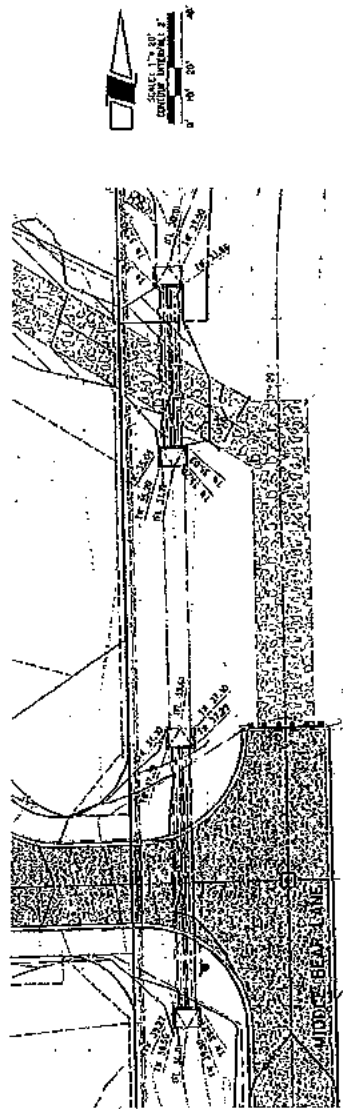


- KEYNOTES**
1. PARTICULAR NOTES ASSOCIATED BY FINAL PLAN.
 2. PRIVATE GRADING AND DRAINAGE AND UTILITY LINES AND PRIVATE UTILITY EASEMENT SHALL BE SHOWN BY FINAL PLAN.
 3. SHALL BE SHOWN VERTICAL ALIGNMENT BY FINAL PLAN.
 4. PRIVATE AND PRIVATE DRAINAGE CASADACHS BY FINAL PLAN.
 5. ALL EXISTING SURROUNDING GRADIENTS TO BE MAINTAINED UNLESS SHOWN OTHERWISE BY FINAL PLAN.
 6. ALL EXISTING SURROUNDING GRADIENTS TO BE MAINTAINED UNLESS SHOWN OTHERWISE BY FINAL PLAN.
 7. PRIVATE GRADING AND DRAINAGE SURVEY TO BE PROVIDED AT EACH END.
 8. ALL EXISTING SURROUNDING GRADIENTS TO BE MAINTAINED UNLESS SHOWN OTHERWISE BY FINAL PLAN.
 9. ALL EXISTING SURROUNDING GRADIENTS TO BE MAINTAINED UNLESS SHOWN OTHERWISE BY FINAL PLAN.

TYPICAL SLOPE TREATMENT
 FINAL SLOPE TREATMENT SHALL BE PROVIDED, NOTED IN THE FINAL REPORT OF AN ENGINEER, WITHIN 180 DAYS OF THE DATE OF THIS PLAN SHEET OR 18 MONTHS.

- 1. SLOPE TREATMENT SHALL BE PROVIDED WITHIN 180 DAYS OF THE DATE OF THIS PLAN SHEET OR 18 MONTHS.
- 2. SLOPE TREATMENT SHALL BE PROVIDED WITHIN 180 DAYS OF THE DATE OF THIS PLAN SHEET OR 18 MONTHS.
- 3. SLOPE TREATMENT SHALL BE PROVIDED WITHIN 180 DAYS OF THE DATE OF THIS PLAN SHEET OR 18 MONTHS.
- 4. SLOPE TREATMENT SHALL BE PROVIDED WITHIN 180 DAYS OF THE DATE OF THIS PLAN SHEET OR 18 MONTHS.
- 5. SLOPE TREATMENT SHALL BE PROVIDED WITHIN 180 DAYS OF THE DATE OF THIS PLAN SHEET OR 18 MONTHS.

NOTES: LANE ALL SHIP SHOWN FROM ELEVATION.
 SEE SHEET 2 FOR STORM DRAIN ELEVATIONS.



SUNNANCE RIDGE
 CROSSINGS PLANS PREPARED FOR
 A PORTION OF SECTION 19, TOWNSHIP 10 SOUTH,
 RANGE 14 EAST, RIA & BALT RIVER BASE 4
 ALABAMA, PINK COUNTY, ARIZONA.

RICK
 ENGINEERS & ARCHITECTS
 1212 NORTH CHESAPEAKE STREET
 ANN ARBOR, MICHIGAN 48106
 LICENSE NO. 275
 EXPIRES 12/31/54
 SCALE: AS SHOWN

NO.	BY	DATE	REVISION

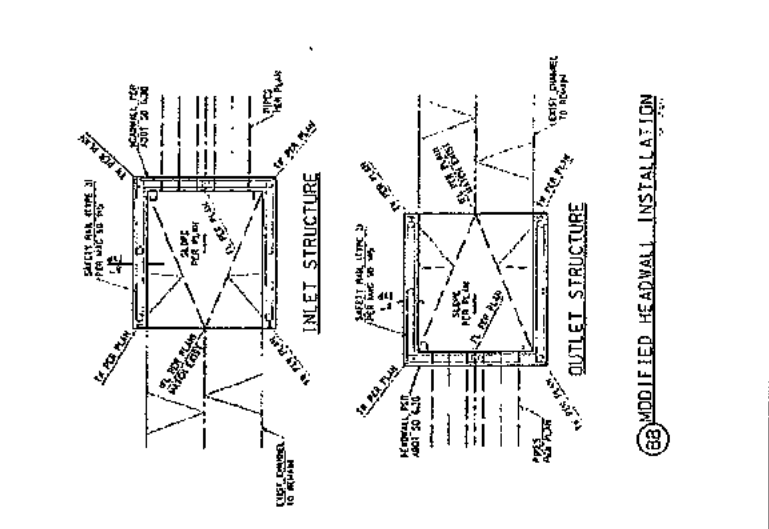
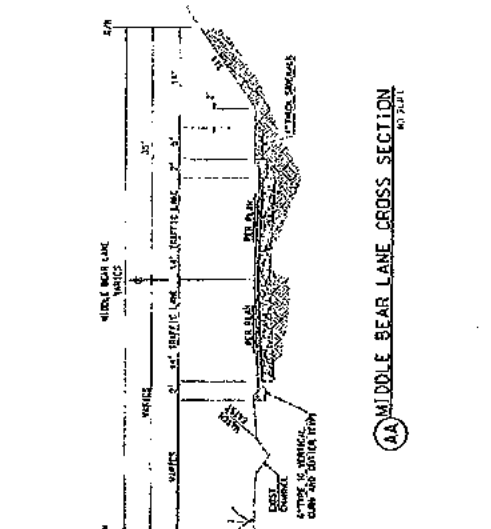
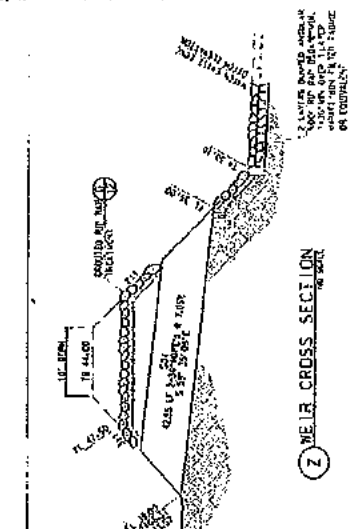
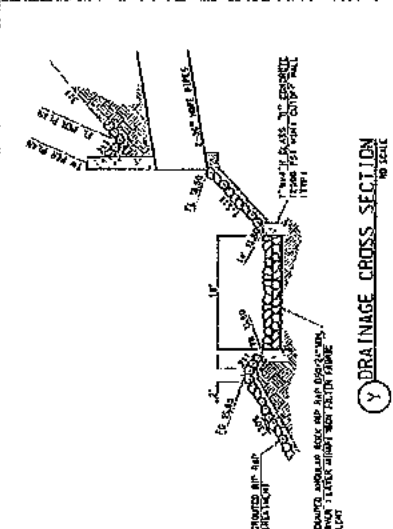
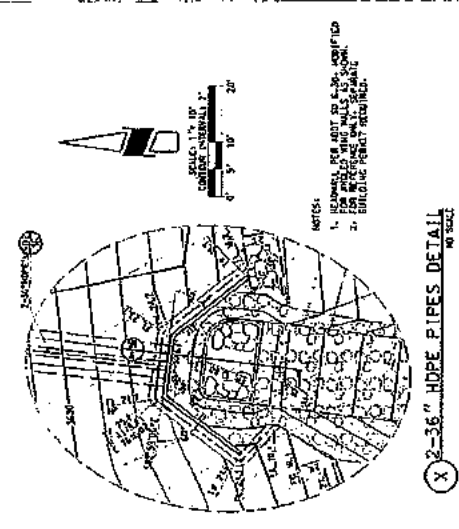
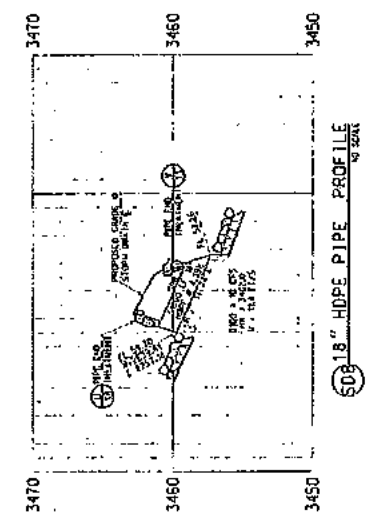
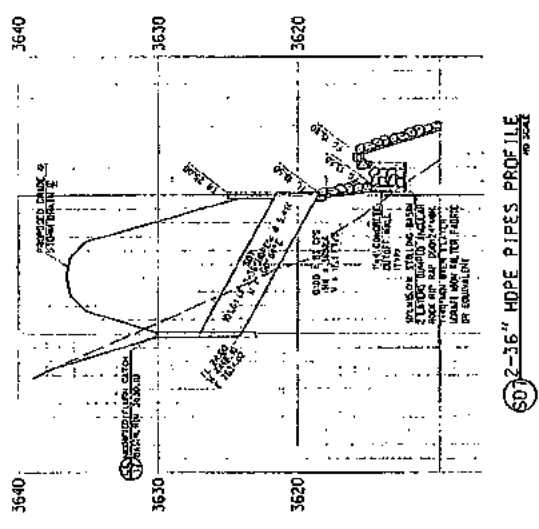


Exhibit "2"
PAVING PLANS

PAVING PLANS FOR SUNDANCE RIDGE

A PORTION OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 14 EAST
GILA & SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA.

BENCHMARK
 THE 400' BENCH MARK AT SUNDANCE RIDGE IS LOCATED ON THE SOUTH SIDE OF THE LINE OF THE
 SUNDANCE RIDGE. THE BENCHMARK IS A 4" DIA. IRON PIPE SET IN CONCRETE. THE BENCHMARK
 IS LOCATED AT THE INTERSECTION OF THE SUNDANCE RIDGE AND THE SUNDANCE RIDGE
 ROAD. THE BENCHMARK IS 400' FROM THE SUNDANCE RIDGE ROAD.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS IS THE QUARTER SECTION 13, TOWNSHIP 10 SOUTH, RANGE 14 EAST,
 GILA & SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA. THE BASIS OF
 BEARINGS IS THE QUARTER SECTION 13, TOWNSHIP 10 SOUTH, RANGE 14 EAST,
 GILA & SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA.

PAVING NOTES
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE
 PINAL COUNTY ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
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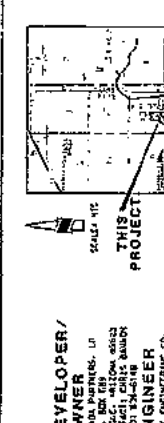
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SIGNING GENERAL NOTES
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE
 PINAL COUNTY ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
 OBTAINING ALL NECESSARY PERMITS FROM THE PINAL COUNTY ENGINEERING DEPARTMENT.

AS-BUILT CERTIFICATION
 I HEREBY CERTIFY THAT THE AS-BUILT DRAWINGS ACCURATELY REPRESENT THE
 ACTUAL CONSTRUCTION OF THE PROJECT AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPROVALS
 PINAL COUNTY ENGINEERING DEPARTMENT
 PINAL COUNTY ENGINEER
 APPROVAL

SHEET INDEX
 1. COVER SHEET
 2. PAVING PLANS
 3. PAVING DETAILS
 4. LEGEND



WORK TO BE DONE
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE
 PINAL COUNTY ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
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LEGEND
 1. PAVING PLANS
 2. PAVING DETAILS
 3. LEGEND

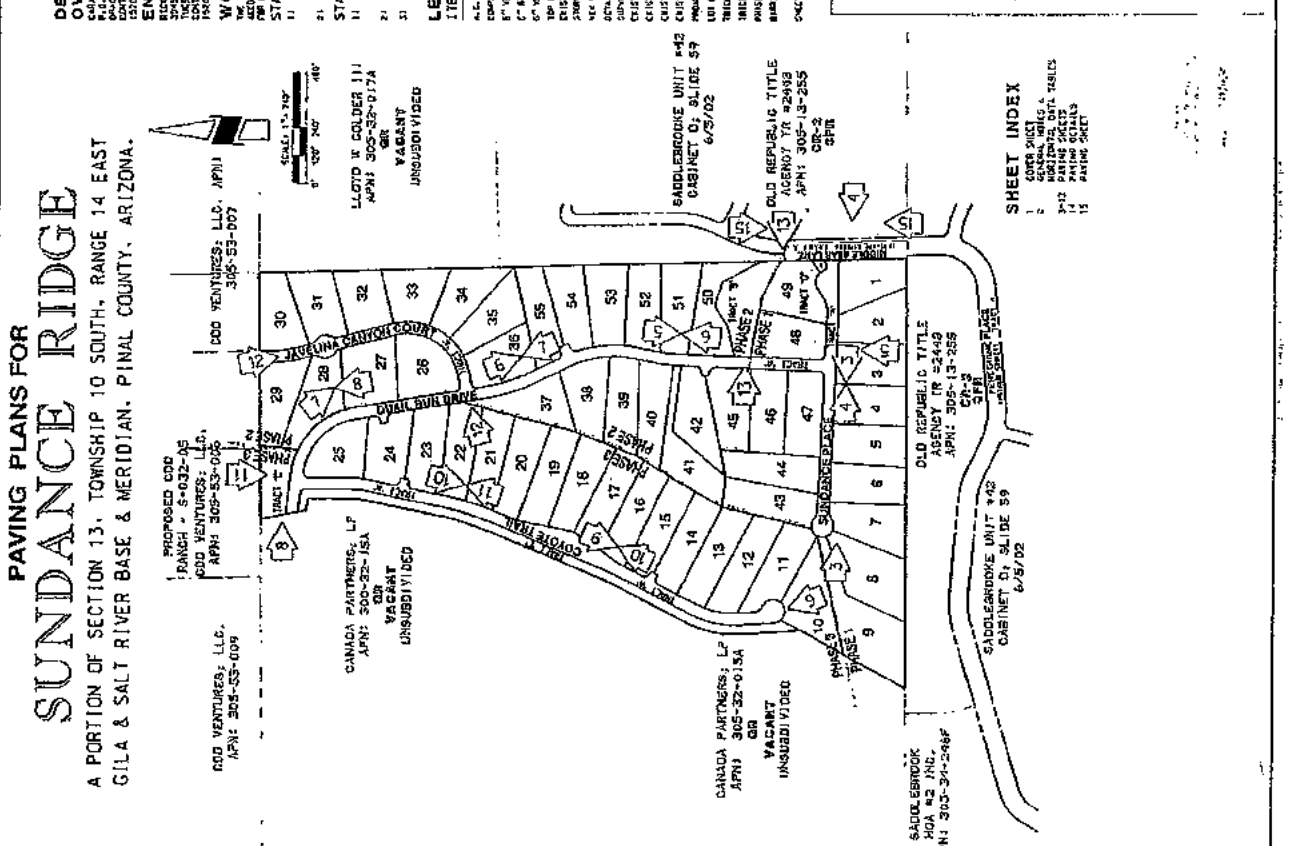
SYMBOL	STANDARD DETAIL
1	PAVING PLANS
2	PAVING DETAILS
3	LEGEND

DEVELOPER/OWNER
 CANGA PARTNERS, LP
 3005-32-015A
 VACANT
 UNSUBDIVIDED

DEVELOPER/OWNER
 CANGA PARTNERS, LP
 3005-32-015A
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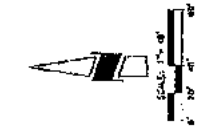
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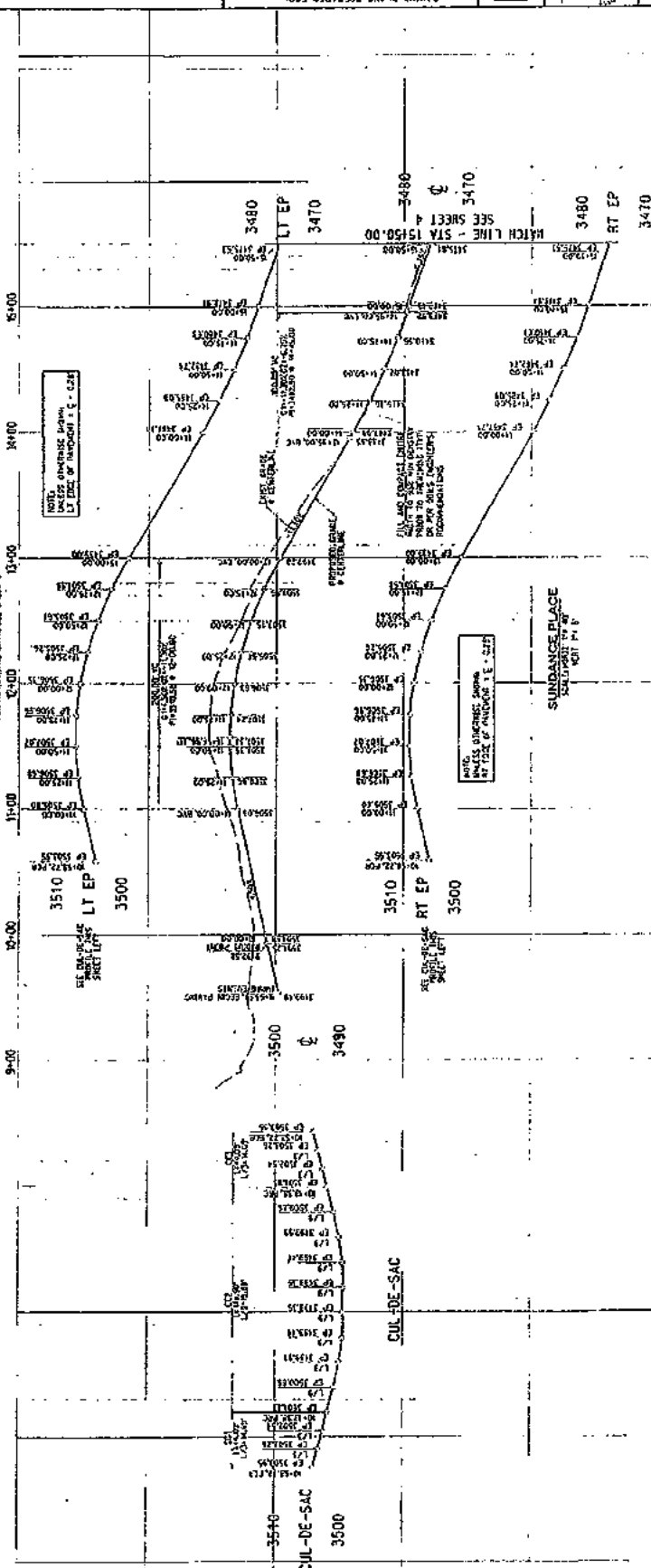
PAVING KEYNOTES

- 1. 1" RIBBON SAND-ASBESTOS CONCRETE BY FINISH PLAT.
- 2. 10' PRIVATE DRIVEWAY AND DRIVEWAY AND DRIVEWAY TO BE PAVED BY FINISH PLAT.
- 3. 3" 1.5" SLOPE VISIBILITY CEMENT BY FINISH PLAT.
- 4. 1" ASPHALT AND ANTIWAVE UTILITY CEMENT BY FINISH PLAT.
- 5. 3" 1.5" ELECTRIC CASSETTE, ADJUSTED TO MATCH EXISTING CURB BY FINISH PLAT.
- 6. 1" ASPHALT TO BE PAVED BY FINISH PLAT. 2" SAND AND 1" ASPHALT TO BE PAVED BY FINISH PLAT. 3" SAND AND 1" ASPHALT TO BE PAVED BY FINISH PLAT.
- 7. 1" ASPHALT TO BE PAVED BY FINISH PLAT.
- 8. 1" ASPHALT TO BE PAVED BY FINISH PLAT.
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- 18. 1" ASPHALT TO BE PAVED BY FINISH PLAT.
- 19. 1" ASPHALT TO BE PAVED BY FINISH PLAT.
- 20. 1" ASPHALT TO BE PAVED BY FINISH PLAT.



MATCH LINE - STA 15+50.00
SEE SHEET 4

SUNDANCE PLACE
FOR PROPOSED STA. SEE SHEET 1



NOTE: ALL SPREADS SHALL BE PAID TO THE PROPERTY OWNER BY THE CONTRACTOR.

NO.	DATE	REVISION



PROJECT SHEET

PROJECT: SUNDANCE RIDGE
 SHEET NO: 13
 DATE: 11/15/00
 DRAWN BY: RICK
 CHECKED BY: RICK
 DATE: 11/15/00

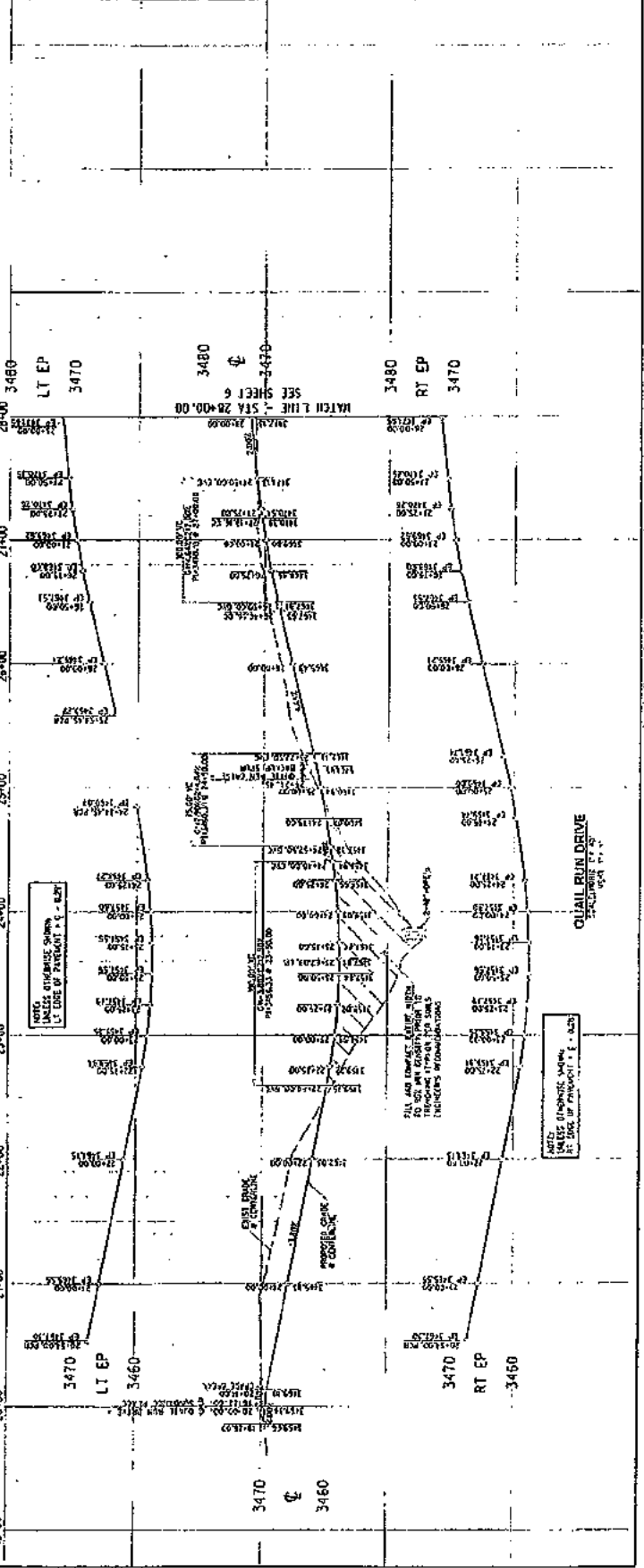
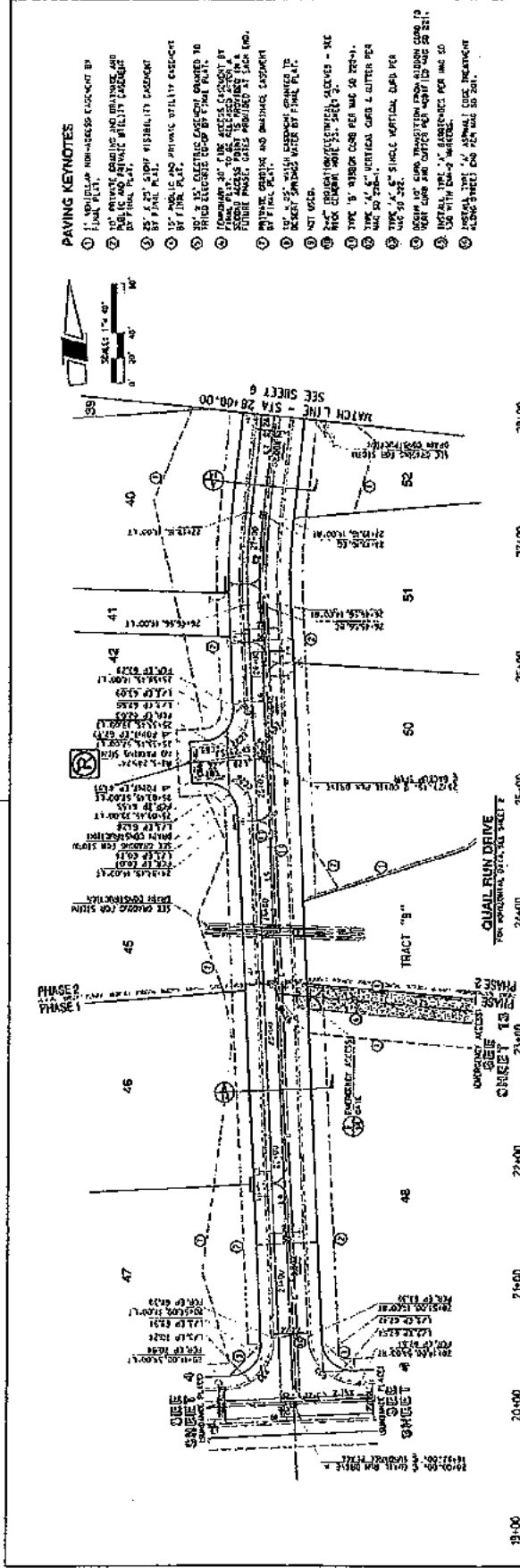
SUNDANCE RIDGE

PLANS PREPARED FOR

TRACTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52

RANGE 14 EAST QUA & SALT WAGON BASIN
 MOUNTAIN PALM COUNTY, ARIZONA

DATE: 11/15/00

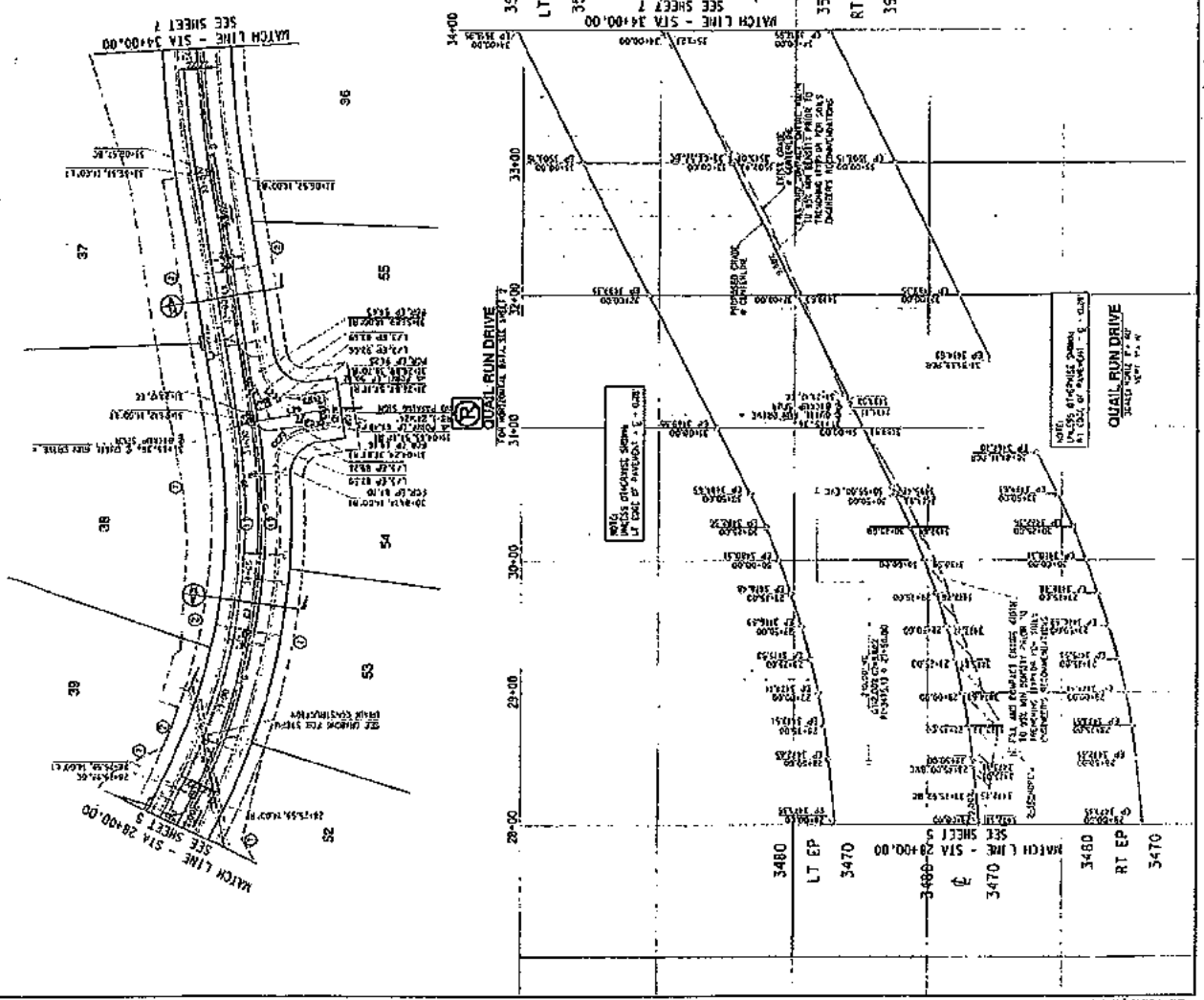


- PAVING KEYNOTES**
1. ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVED PAVING PLAN.
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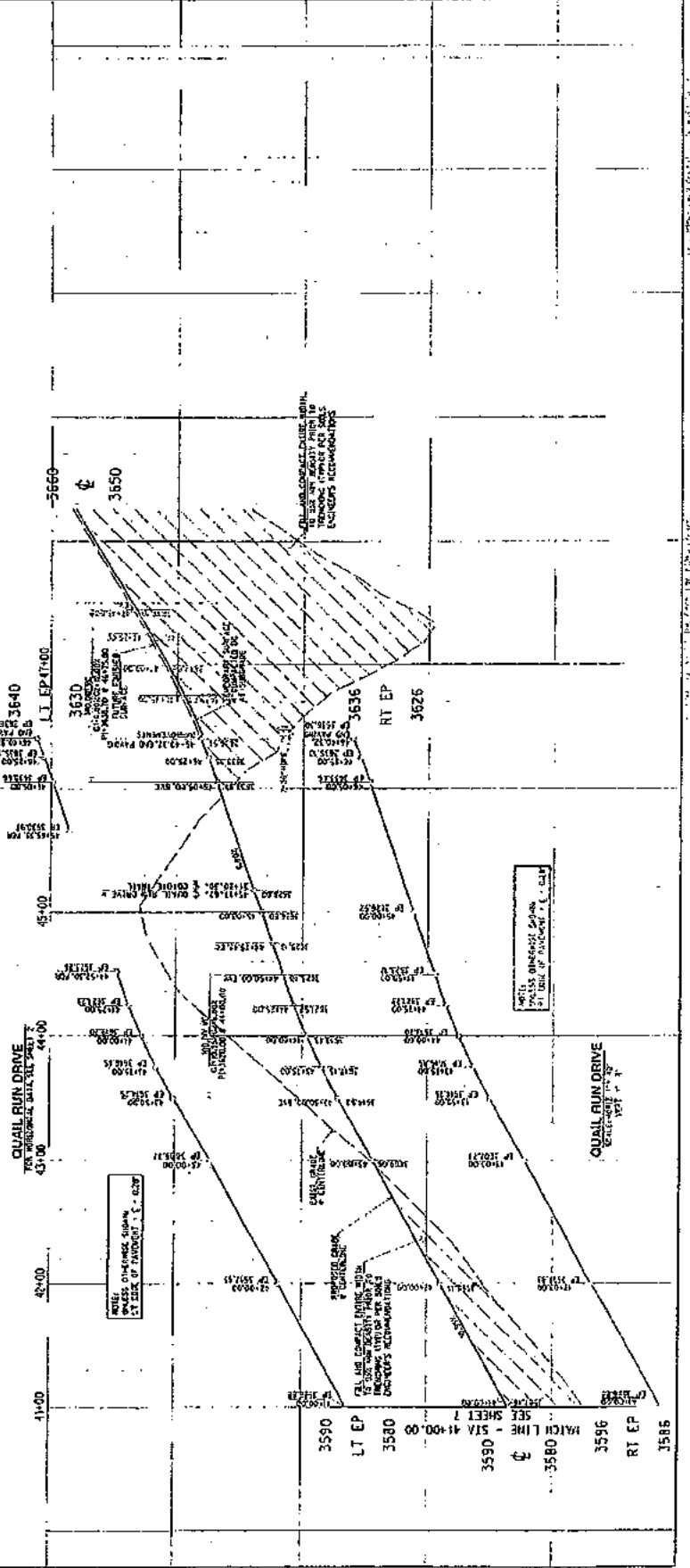
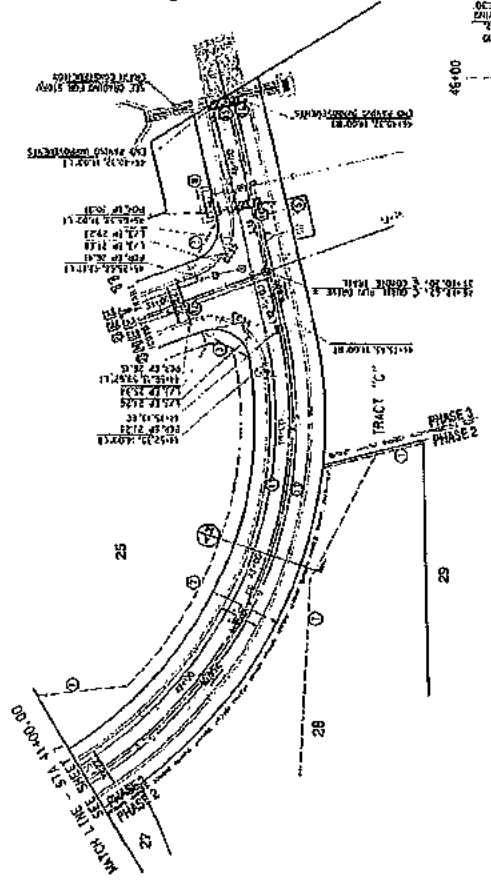
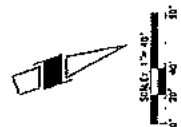
PAVING PLANS PREPARED FOR
SUNDANCE RIDGE
 LOTS 1, 25 AND
 TRACTS 2, 3, 4, 5 & 6
 A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH
 RANGON IN EAST OILA & SALT RIVER BASIN
 MENDHAM, PINA COUNTY, ARIZONA

- PAVING KEYNOTES**
- 1. 1" x 2" x 8" PORTLAND CEMENT CONCRETE ON 6" PINE PLANK.
 - 2. 1" x 2" x 8" PORTLAND CEMENT CONCRETE ON 6" PINE PLANK AND 4" x 4" x 8" PORTLAND CEMENT CONCRETE ON 6" PINE PLANK.
 - 3. 2" x 4" x 8" SPOKE METALLIC CASING SET BY PINE PLANK.
 - 4. 4" x 6" x 8" SPOKE METALLIC CASING SET BY PINE PLANK.
 - 5. 1/2" x 1/2" x 2" CURBS AND SIDEWALKS SET BY PINE PLANK.
 - 6. 1/2" x 1/2" x 2" CURBS AND SIDEWALKS SET BY PINE PLANK.
 - 7. 1/2" x 1/2" x 2" CURBS AND SIDEWALKS SET BY PINE PLANK.
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 - 119. 1/2" x 1/2" x 2" CURBS AND SIDEWALKS SET BY PINE PLANK.
 - 120. 1/2" x 1/2" x 2" CURBS AND SIDEWALKS SET BY PINE PLANK.



PAVING NOTES

1. TRACTS 1, 2, 3 AND 4 TO BE PAVED BY FINAL PLOT.
2. ALL PAVING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ARIZONA PAVEMENT DESIGN MANUAL.
3. 2.5" X 2.5" SIGHT TRIANGULATION LAYOUT AT FINAL PLOT.
4. 1" X 1" X 1/2" SIGHT TRIANGULATION LAYOUT AT FINAL PLOT.
5. ALL PAVING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ARIZONA PAVEMENT DESIGN MANUAL.
6. ALL PAVING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ARIZONA PAVEMENT DESIGN MANUAL.
7. ALL PAVING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ARIZONA PAVEMENT DESIGN MANUAL.
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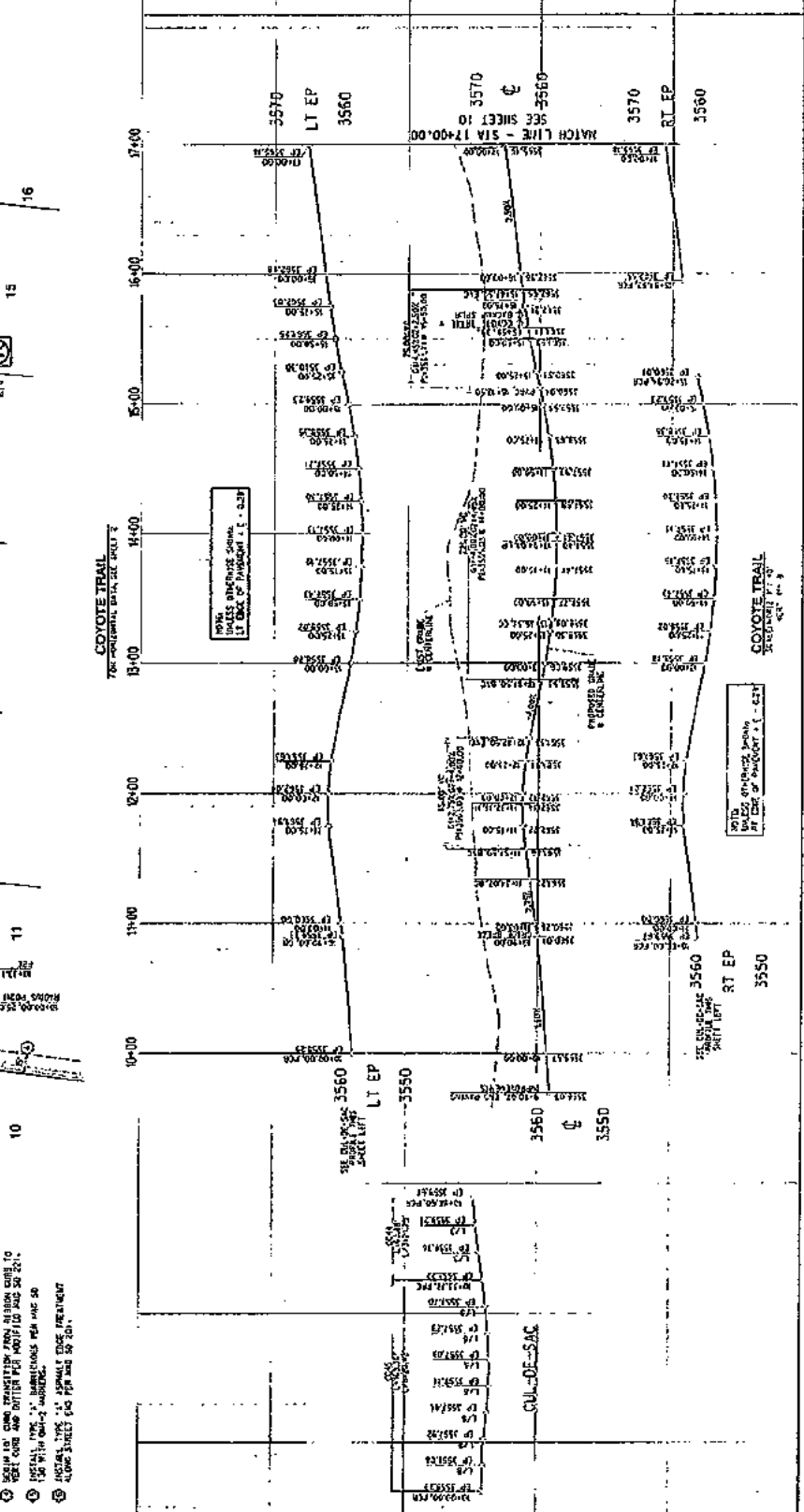
PAVING PLANS PREPARED FOR
SUNDANCE RIDGE
 LOTS 1, 2, 3 AND
 TRACTS 10, 11, 12, 13, 14, 15, 16
 A PORTION OF SECTION 19, TOWNSHIP 19 NORTH,
 RANGE 14 EAST & 16 EAST, COUNTY, ARIZONA.

DATE: 12/12/10
SCALE: 1" = 20'
BY: RICK
CHECKED BY: RICK
DATE: 12/12/10
APPROVED BY: RICK
DATE: 12/12/10

PROJECT: SUNDANCE RIDGE
LOT: 1, 2, 3 AND TRACTS 10-16
DATE: 12/12/10
SCALE: 1" = 20'
BY: RICK
CHECKED BY: RICK
DATE: 12/12/10
APPROVED BY: RICK
DATE: 12/12/10



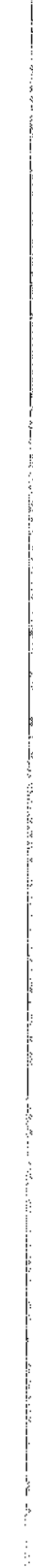
- PAVING KEYNOTES**
1. TRACT 10 - NON-INDEXED EASEMENT BY
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- PAVING KEYNOTES**
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- PAVING KEYNOTES**
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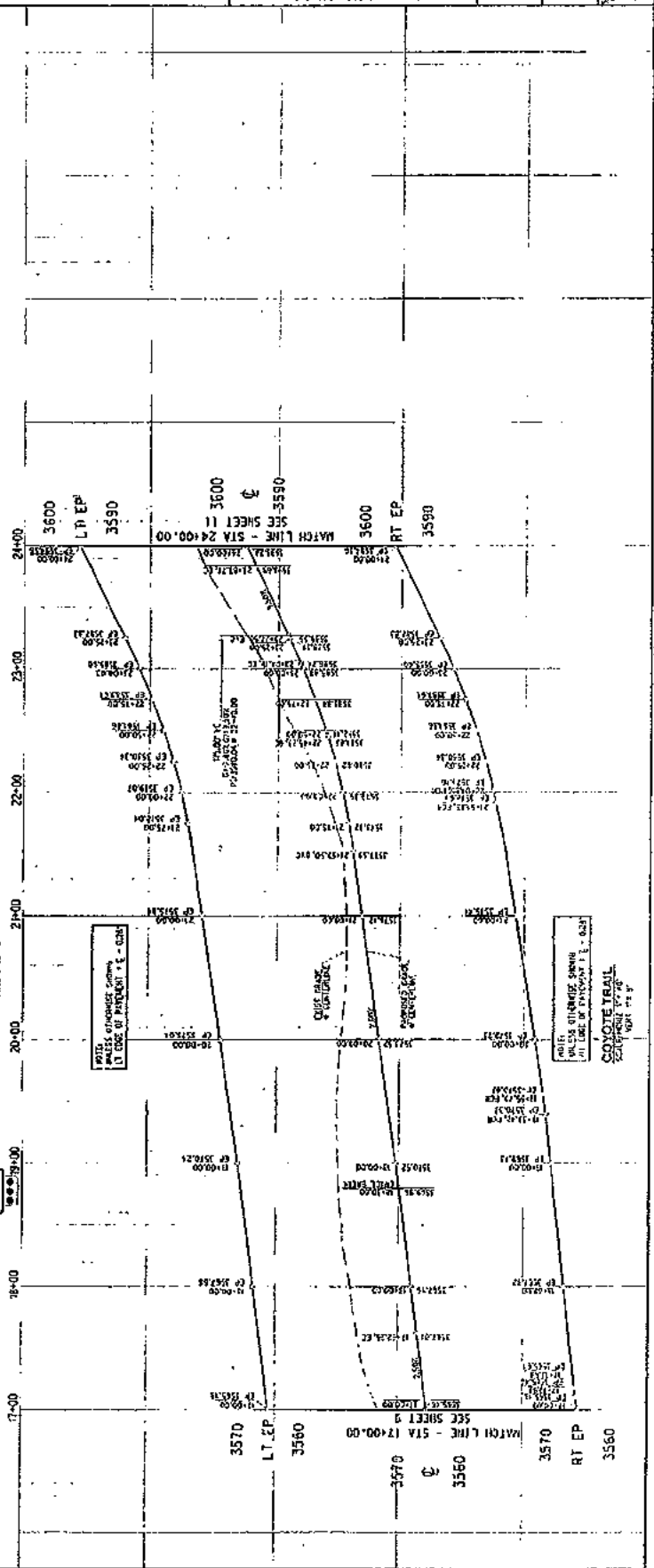
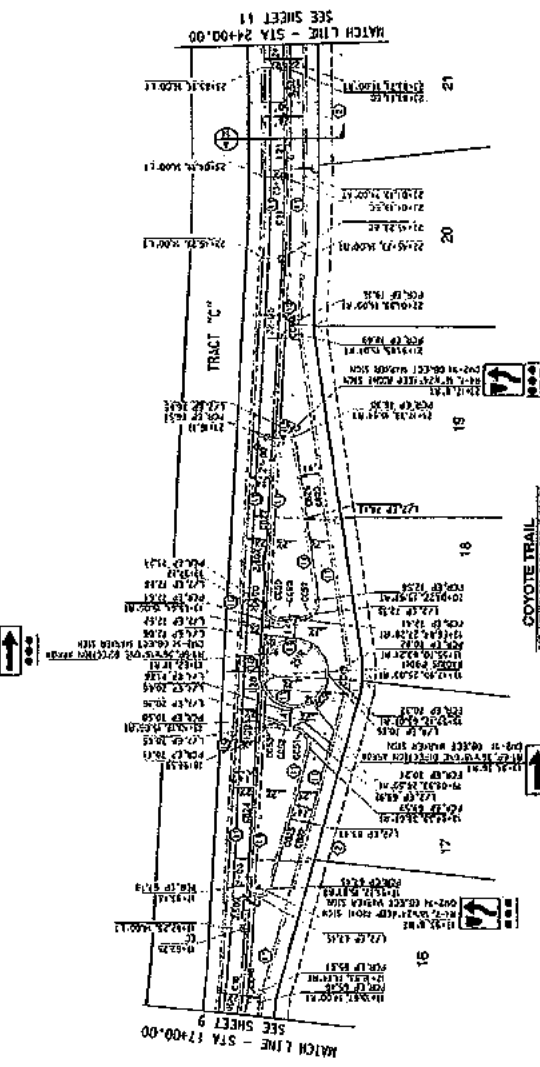
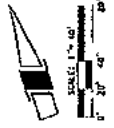
- PAVING KEYNOTES**
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- PAVING KEYNOTES**
1. 1" MINIMUM FREE-SLOPE DRAINAGE BY 1/2" MINIMUM CHANNEL AND BROWSPACE AND 1/2" MINIMUM AND 1/4" MINIMUM WITH 1/4" SLOPE TO 1/2" MINIMUM.
 2. 1/2" MINIMUM CHANNEL AND BROWSPACE AND 1/2" MINIMUM AND 1/4" MINIMUM WITH 1/4" SLOPE TO 1/2" MINIMUM.
 3. 1/2" MINIMUM CHANNEL AND BROWSPACE AND 1/2" MINIMUM AND 1/4" MINIMUM WITH 1/4" SLOPE TO 1/2" MINIMUM.
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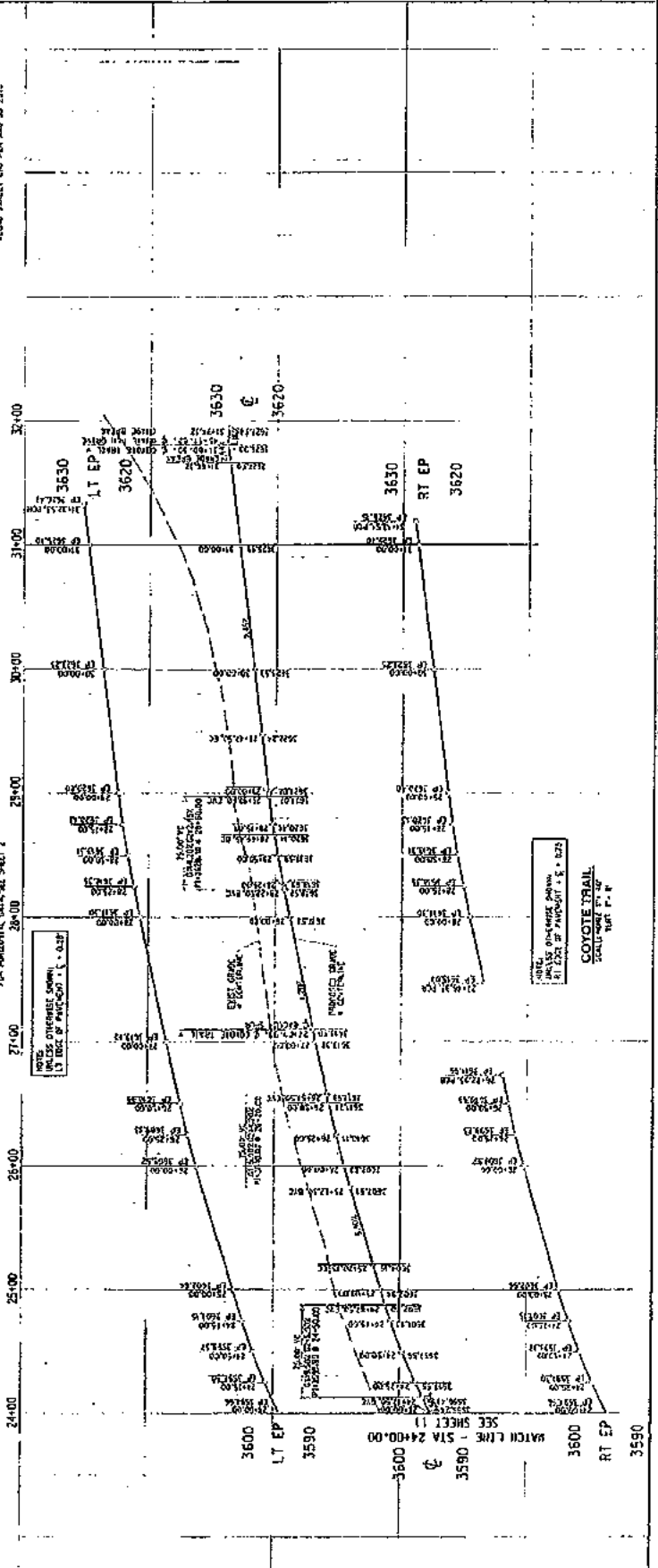
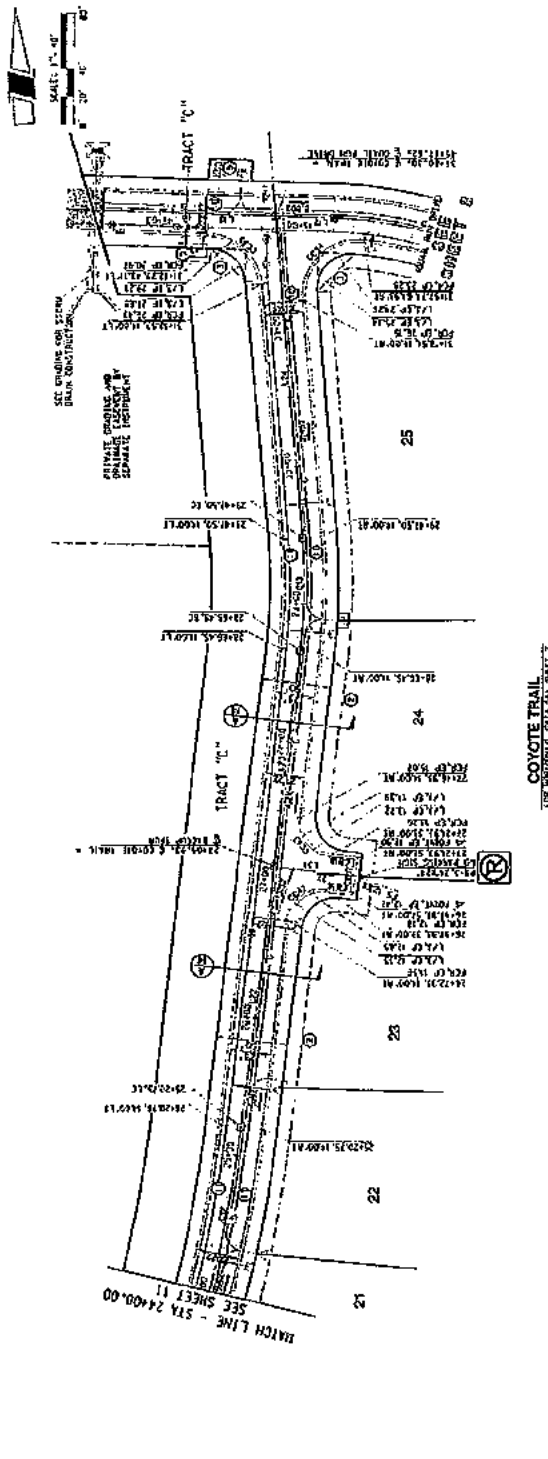
UNLESS OTHERWISE SHOWN
 IN LINE OF PARAGRAPH 1.1.2.2
COYOTE TRAIL
 10 FT WIDE

UNLESS OTHERWISE SHOWN
 IN LINE OF PARAGRAPH 1.1.2.2
COYOTE TRAIL
 10 FT WIDE

UNLESS OTHERWISE SHOWN
 IN LINE OF PARAGRAPH 1.1.2.2
COYOTE TRAIL
 10 FT WIDE

UNLESS OTHERWISE SHOWN
 IN LINE OF PARAGRAPH 1.1.2.2
COYOTE TRAIL
 10 FT WIDE

- PAVING KEYNOTES**
1. 1" HOLES IN NON-ACCESS CEMENTS BY FIRM PLANT.
 2. 10" PRIVATE CHANNEL AND CHANNEL AND PUBLIC AND PRIVATE UTILITY EASEMENT BY FIRM PLANT.
 3. 15" PRIVATE UTILITY EASEMENT BY FIRM PLANT.
 4. 15" PUBLIC AND PRIVATE UTILITY EASEMENT BY FIRM PLANT.
 5. 15" ELECTRIC EASEMENT, CHANGED TO HIGH VOLTAGE EASEMENT BY FIRM PLANT.
 6. 15" ELECTRIC EASEMENT BY FIRM PLANT.
 7. 15" ELECTRIC EASEMENT BY FIRM PLANT.
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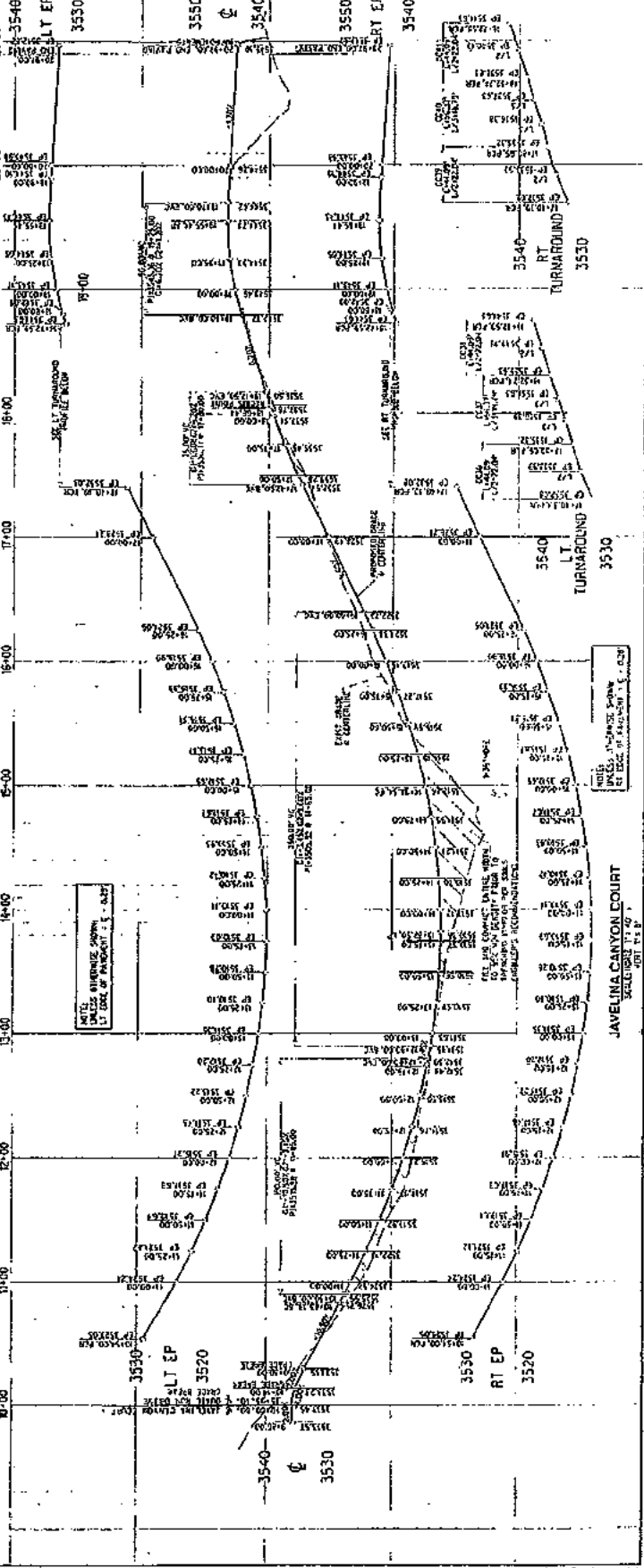
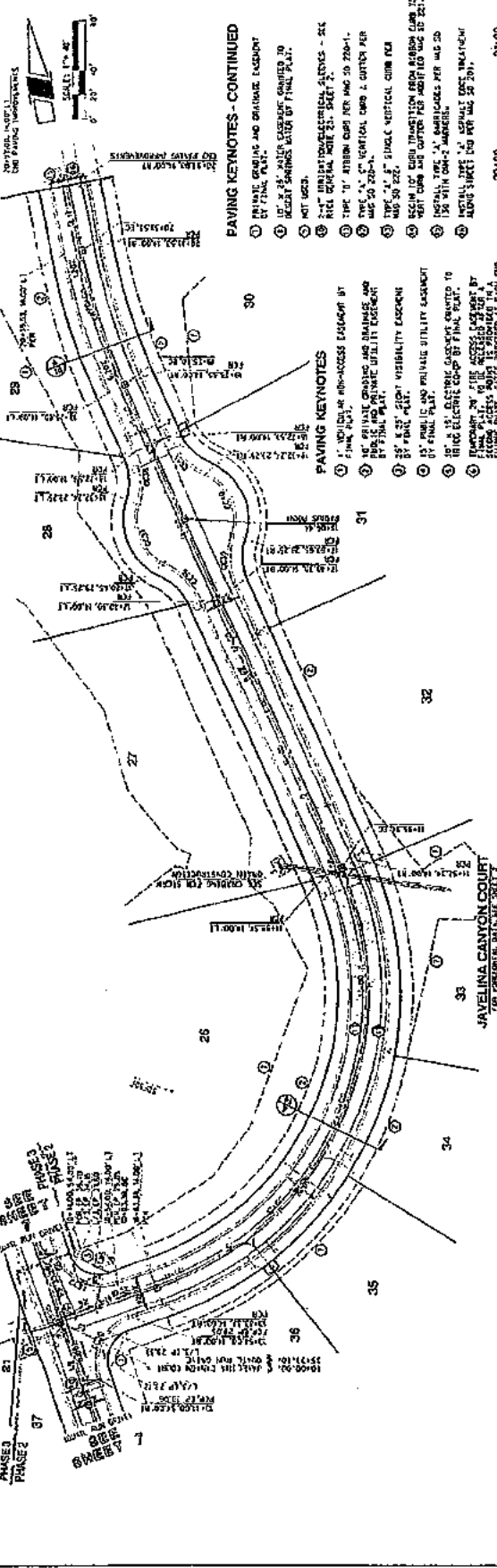




RICK
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 12345
 STATE OF ARIZONA

SUNDANCE RIDGE
 LOTS 1-55 AND
 PORTION OF SECTION 13 TOWNSHIP 18 SOUTH
 RANGE 14 EAST DILA & SALT RIVER BASIN
 MARICOPA COUNTY, ARIZONA

FP 15-002
 APRIL 1, 1978



PAVING KEYNOTES - CONTINUED

- ① FINISH GRADE AND DRAINAGE ELEVATION BY FINAL PLAN.
- ② ALL PAVING SURFACES SHALL BE FINISHED TO EXACT FINISH ELEVATION BY FINAL PLAN.
- ③ NOT USED.
- ④ ALL PAVING SURFACES SHALL BE FINISHED TO EXACT FINISH ELEVATION BY FINAL PLAN.
- ⑤ FINISH GRADE ELEVATION BY FINAL PLAN.
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PAVING KEYNOTES

- ① ALL PAVING SURFACES SHALL BE FINISHED TO EXACT FINISH ELEVATION BY FINAL PLAN.
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- ⑩ FINISH GRADE ELEVATION BY FINAL PLAN.

JAVELINA CANYON COURT
 FOR PARCELS SHOWN ON SHEET 4
 WITH
 1. GRADE ELEVATIONS
 2. CURB OF PARCELS - 1/2" WIDE

JAVELINA CANYON COURT
 FOR PARCELS SHOWN ON SHEET 4
 WITH
 1. GRADE ELEVATIONS
 2. CURB OF PARCELS - 1/2" WIDE

AREA DATE

NO.	DATE



RICK
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 10010
 EXPIRES 12/31/2015
 10010 RICK RD. PHOENIX, AZ 85024
 (602) 998-1111
 FAX (602) 998-1112
 WWW.RICKENGINEERS.COM

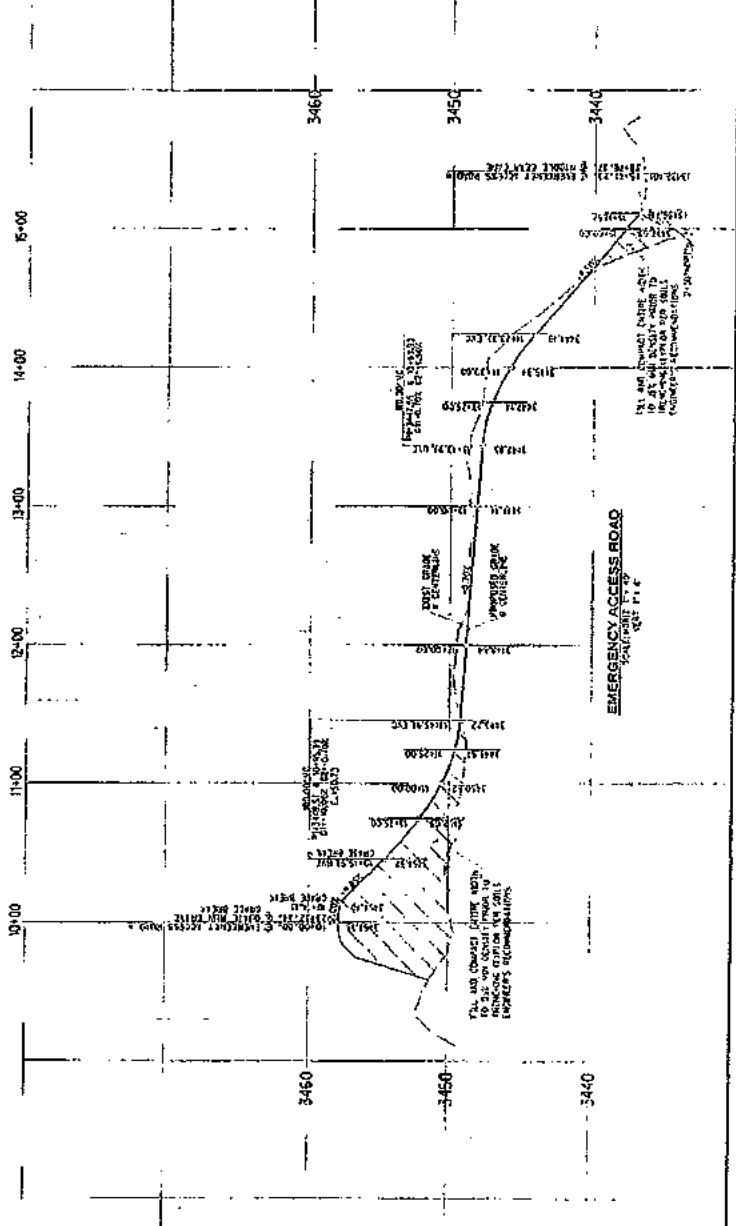
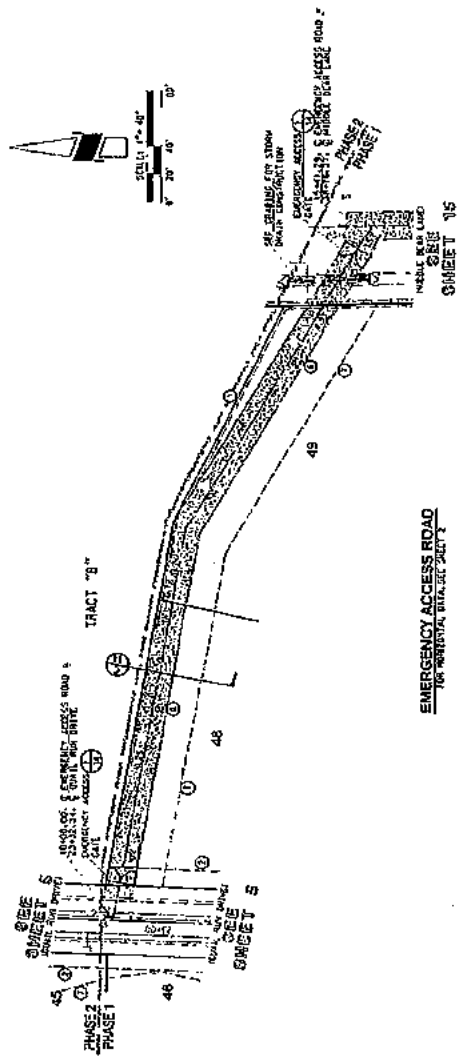
PAVING PLANS PREPARED FOR
SUNDANCE RIDGE
 A PORTION OF SECTION 13, TOWNSHIP 13 SOUTH,
 RANGELAND, PIMA COUNTY, ARIZONA.



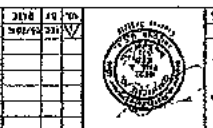
FP 15-002
 DATE: 11/15/15
 SHEET 13 OF 15

PAVING KEYNOTES

1. SPECIAL NO-ACCESS LOCATION BY FINAL PLAN.
2. PRIVATE DRAINING AND DRAINAGE ARE TO BE SHOWN BY FINAL PLAN.
3. 25' x 25' SIGN VISIBILITY LOCATED BY FINAL PLAN.
4. 15' PUBLIC AND PRIVATE UTILITY EASEMENT TO BE SHOWN BY FINAL PLAN.
5. RIGID ELECTRIC CO-OP BY FINAL PLAN.
6. TEMPORARY 20' WIDE ACCESS EASEMENT BY FINAL PLAN TO BE SHOWN BY FINAL PLAN. PRIVATE DRIVE CHAIN FENCE AT ROAD END.
7. PRIVATE DRAINING AND DRAINAGE LOCATED BY FINAL PLAN.
8. 10' x 15' WIDE EASEMENT DRAWN TO BE SHOWN WITH 5' FINAL PLAN.
9. NOT USED.
10. 15' WIDE EASEMENT DRAWN TO BE SHOWN WITH 5' FINAL PLAN.
11. 15' WIDE EASEMENT DRAWN TO BE SHOWN WITH 5' FINAL PLAN.
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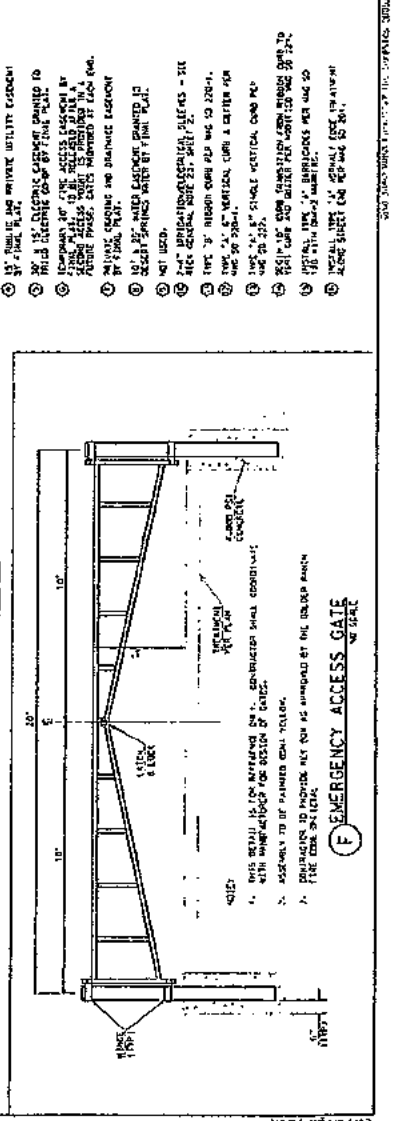
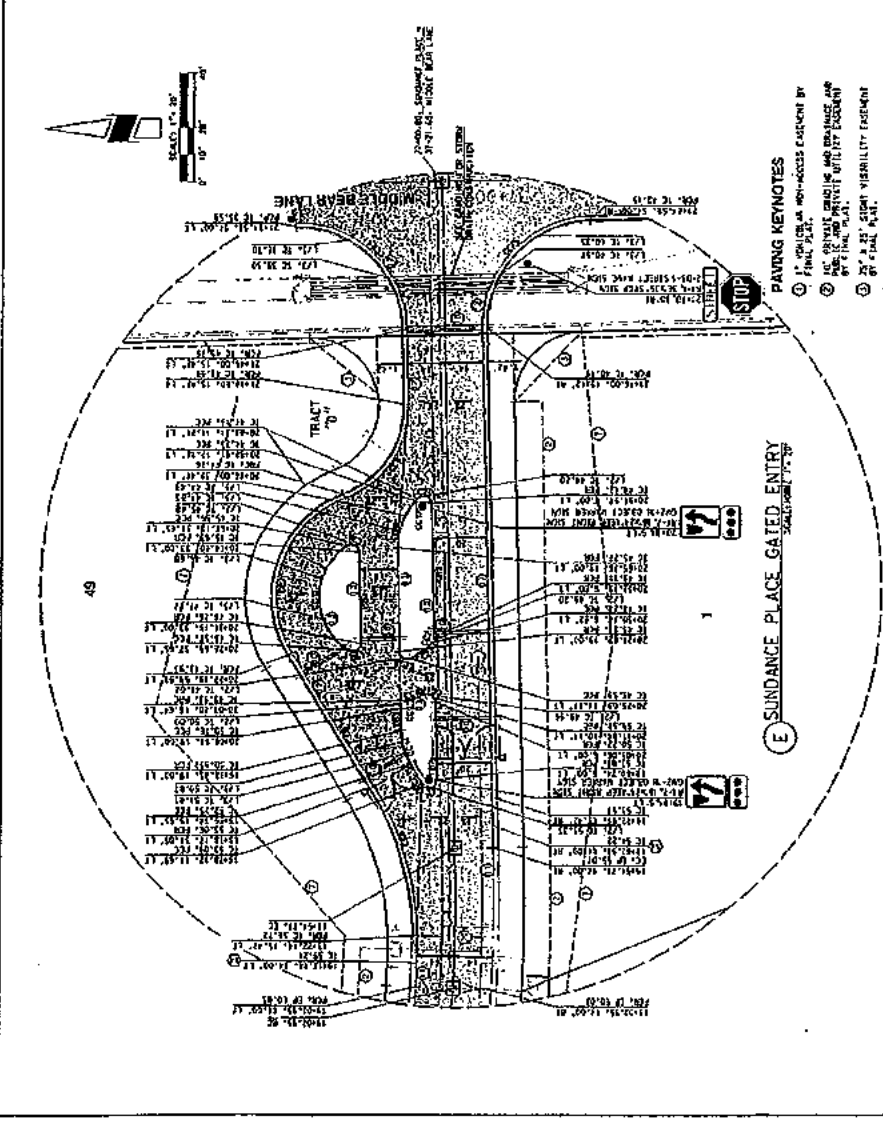
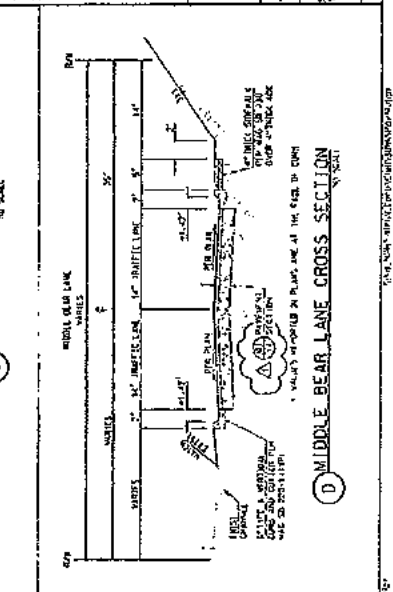
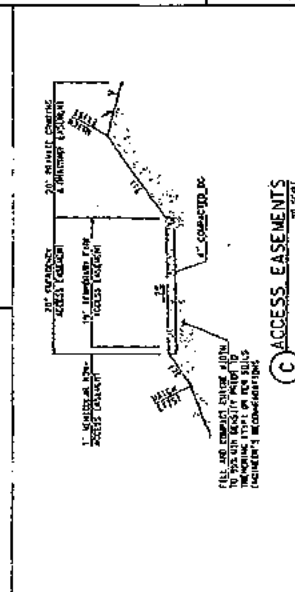
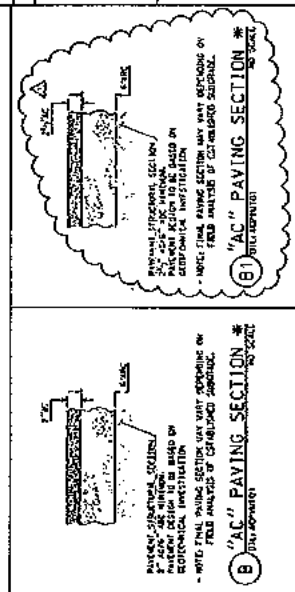
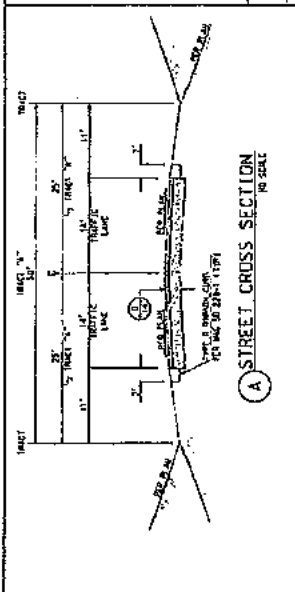


NO.	DATE	BY	REVISIONS



DATE: 12/15/15	BY: J. SMITH
PROJECT: SUNDBANCE RIDGE	SCALE: AS SHOWN
CLIENT: ABC DEVELOPMENT	LOCATION: 12345 AVENUE, TOWNSHIP 13 NORTH, RANGE 18 EAST, COUNTY OF MARICOPA, ARIZONA

SUNDBANCE RIDGE
 PAVING PLANS PREPARED FOR:
 A PORTION OF SECTION 13, TOWNSHIP 13 NORTH,
 RANGE 18 EAST ONLY, COUNTY OF MARICOPA,
 ARIZONA.



- PAVING KEYNOTES**
1. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ARIZONA PAVING MANUAL.
 2. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ARIZONA PAVING MANUAL.
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DATE: 12/15/15
 BY: J. SMITH
 PROJECT: SUNDBANCE RIDGE
 SCALE: AS SHOWN
 CLIENT: ABC DEVELOPMENT
 LOCATION: 12345 AVENUE, TOWNSHIP 13 NORTH, RANGE 18 EAST, COUNTY OF MARICOPA, ARIZONA

NO.	DATE	REVISION
1	11/15/00	AS BUILT
2	01/15/01	REVISION

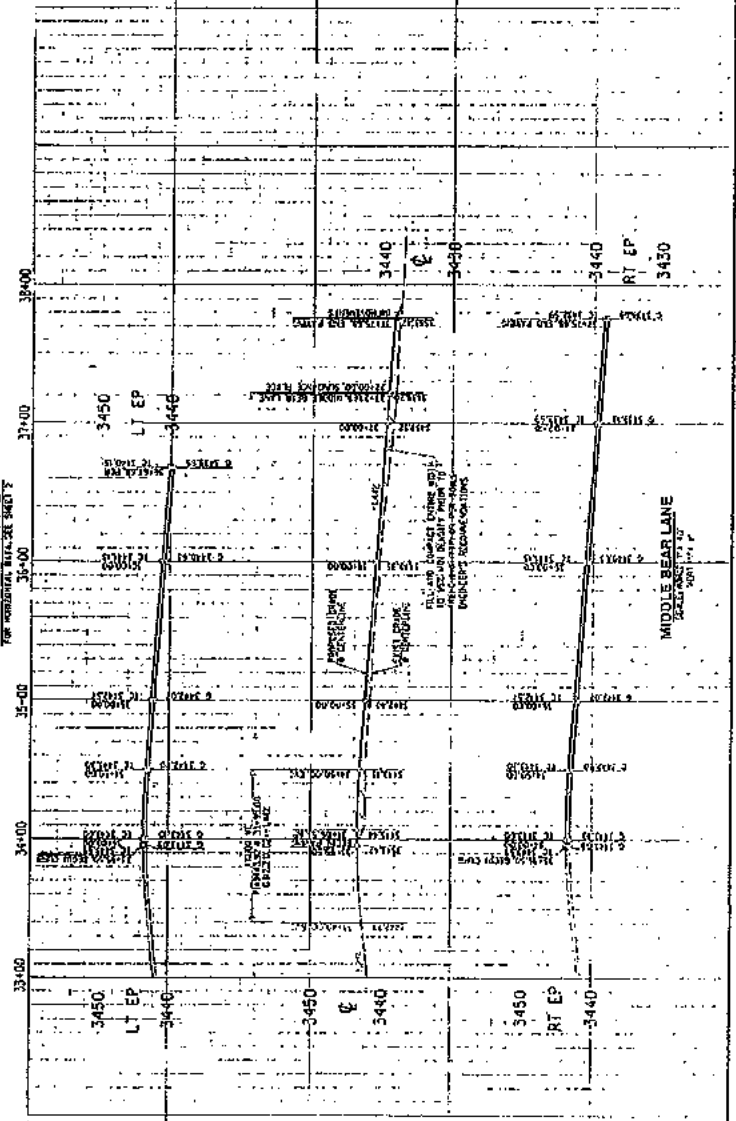
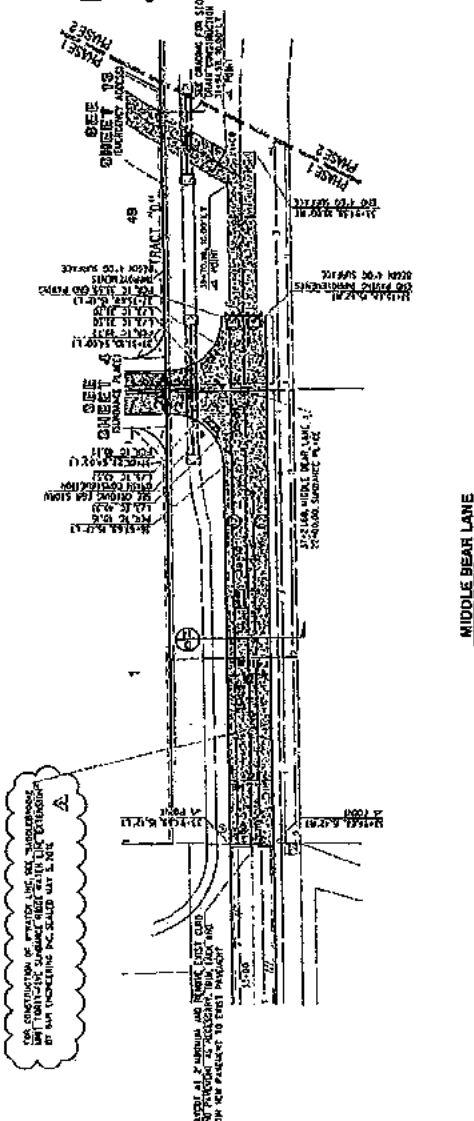


RICK L. ...
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. ...
 STATE OF ARIZONA

SUNDANCE RIDGE
 PAVING PLANS PREPARED FOR
 A PORTION OF SECTION 13, TOWNSHIP 10 NORTH
 RANGE 14 EAST GILA & BULL RIVER BASIN &
 HERMANN, PINAL COUNTY, ARIZONA.

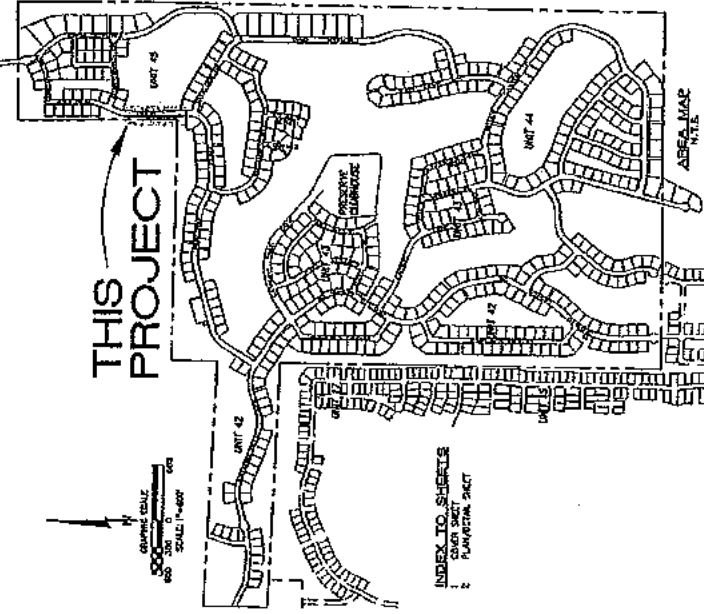
PAVING KEYNOTES

1. ALL VERTICAL CURVES SHOWN BY
2. 10' MINIMUM VERTICAL CLEARANCE BY
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SUNDANCE RIDGE
 PAVING PLANS PREPARED FOR
 A PORTION OF SECTION 13, TOWNSHIP 10 NORTH
 RANGE 14 EAST GILA & BULL RIVER BASIN &
 HERMANN, PINAL COUNTY, ARIZONA.

SADDLEBROOKE UNIT FORTY-FIVE SUNDANCE RIDGE WATERLINE EXTENSION PINAL COUNTY, ARIZONA



CONTRACTOR:
B&R ENGINEERING INC.
6666 E. RIGGS ROAD, SUITE 118
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0748

ENGINEER:
B&R ENGINEERING INC.
6666 E. RIGGS ROAD, SUITE 118
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0748

DESIGNER:
B&R ENGINEERING INC.
6666 E. RIGGS ROAD, SUITE 118
SUN LAKES, ARIZONA 85248
PHONE (480) 895-0748

CONTRACT NO.: 895-0748

DATE: 10/11/04

SCALE: 1"=40'

AS-BUILT CERTIFICATION:
I hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Arizona.

ESTIMATED WATER QUANTITIES:

ITEM	QUANTITY	UNIT
1. 4" DUCT IRON PIPE, PER FOOT	100	LF
2. 4" DUCT IRON FITTINGS, PER FOOT	100	LF
3. 4" DUCT IRON JOINTS, PER FOOT	100	LF
4. 4" DUCT IRON COUPLERS, PER FOOT	100	LF
5. 4" DUCT IRON ELBOWS, PER FOOT	100	LF
6. 4" DUCT IRON TEE'S, PER FOOT	100	LF
7. 4" DUCT IRON CROSSES, PER FOOT	100	LF
8. 4" DUCT IRON END CAPS, PER FOOT	100	LF
9. 4" DUCT IRON FLANGES, PER FOOT	100	LF
10. 4" DUCT IRON GASKETS, PER FOOT	100	LF

- GENERAL NOTES:**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE INFORMATION FROM THE CITY OF SADDLEBROOK AND PINAL COUNTY.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE INFORMATION FROM THE CITY OF SADDLEBROOK AND PINAL COUNTY.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE INFORMATION FROM THE CITY OF SADDLEBROOK AND PINAL COUNTY.
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 22. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE INFORMATION FROM THE CITY OF SADDLEBROOK AND PINAL COUNTY.
 23. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROPRIATE INFORMATION FROM THE CITY OF SADDLEBROOK AND PINAL COUNTY.

B&R ENGINEERING INC.
6666 E. RIGGS ROAD SUITE 118
SUN LAKES, AZ. 85248
(480) 895-0799

APPROVED BY: _____

DATE: _____

LEGEND:

- DUCT IRON PIPE
- FITTING
- JOINT
- COUPLER
- ELBOW
- TEE
- CROSS
- END CAP
- FLANGE
- GASKET

ESTIMATED WATER QUANTITIES

100 LF 4" DUCT IRON PIPE PER FOOT

100 LF 4" DUCT IRON FITTINGS PER FOOT

100 LF 4" DUCT IRON JOINTS PER FOOT

100 LF 4" DUCT IRON COUPLERS PER FOOT

100 LF 4" DUCT IRON ELBOWS PER FOOT

100 LF 4" DUCT IRON TEE'S PER FOOT

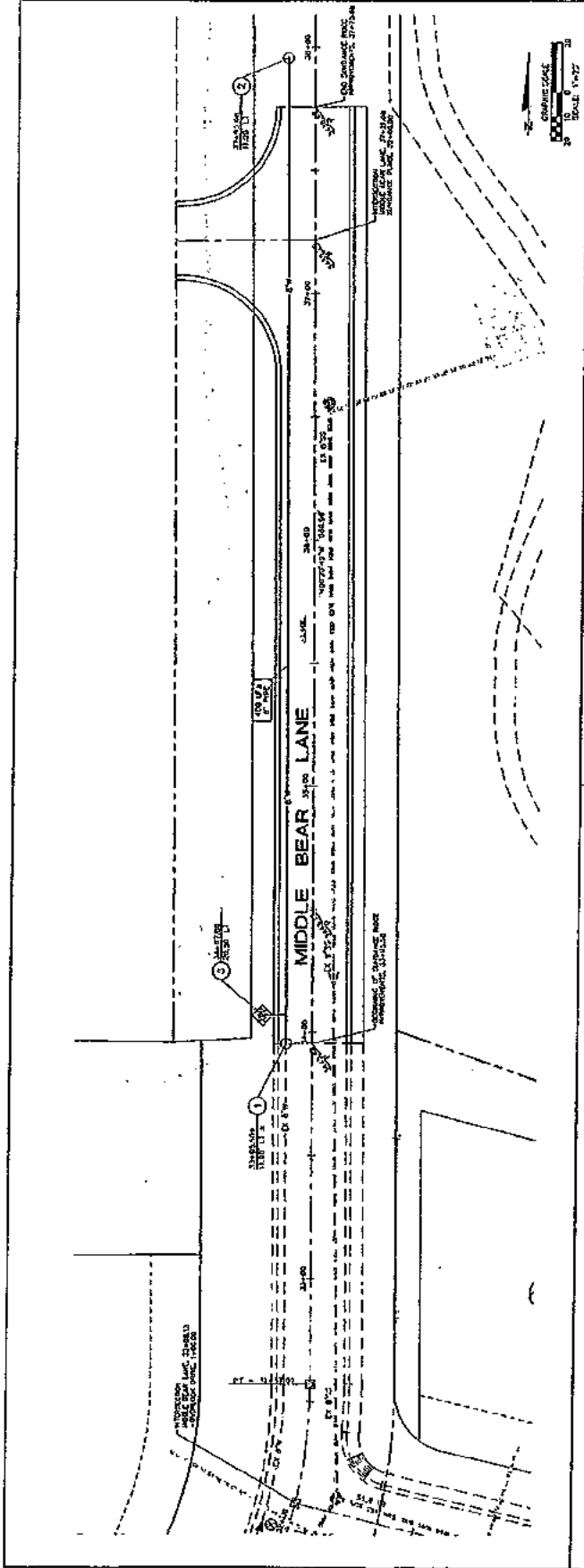
100 LF 4" DUCT IRON CROSSES PER FOOT

100 LF 4" DUCT IRON END CAPS PER FOOT

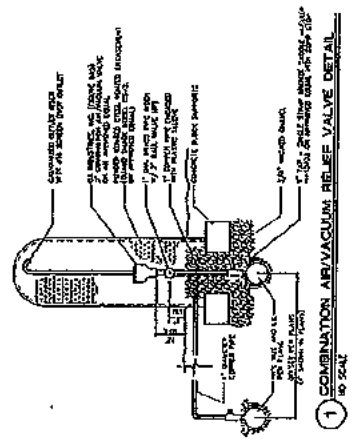
100 LF 4" DUCT IRON FLANGES PER FOOT

100 LF 4" DUCT IRON GASKETS PER FOOT

AS-BUILT CERTIFICATION
I hereby certify that the above information was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Arizona.



- WATER LINES**
- ① 12" POLYETHYLENE GLASS REINFORCED PLASTIC (PR) PIPE
 - ② 8" POLYETHYLENE GLASS REINFORCED PLASTIC (PR) PIPE
 - ③ 4" POLYETHYLENE GLASS REINFORCED PLASTIC (PR) PIPE
 - ④ 2" POLYETHYLENE GLASS REINFORCED PLASTIC (PR) PIPE



WHILE IN FORCE, THESE PLANS AND SPECIFICATIONS SHALL BE THE BASIS FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.

1-800-782-5348
 2 OF 2

Exhibit "3"
SCHEDULE

Start on or about 6-1-2016: Work will consist of Trenching, Utilities, Grading and Paving.

Finish on or about 10-14-2016

CP agrees that from the time of commencement through completion of the Work, Middle Bear Lane must remain open and usable for people who have the right to use Middle Bear Lane and/or the Roadway Easements and for golf course maintenance vehicles.

Exhibit "4"
INSURANCE REQUIREMENTS

Prior to commencing the Work and until the Work is completed, CP and each of its contractors and subcontractors shall comply with all of the following insurance requirements:

1. CP and its contractors and subcontractors must provide Association with Certificates of Insurance evidencing the following minimum coverages and limits:

a. Commercial General Liability Insurance (CGL)

\$1,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate

The CGL Insurance must:

- (i) be written on a form at least as broad as ISO occurrence form CG0001;
- (ii) include contractual liability insurance applicable to the contract;
- (iii) be occurrence based with a per project limit;
- (iv) not have any deductible or self-insurance of \$25,000 or more per occurrence;
- (v) provide liability coverage with defense costs outside the limits of liability. It shall not be amended to reduce available limits, in whole or in part, by amounts expended on defense of claims; and
- (vi) contain none of the following exclusions:
 - a. explosion, collapse and/or underground hazards, (including without limitation subsidence or any other earth movement)
 - b. OCIP or wrap exclusions that exclude the project even if the CP is not enrolled in such OCIP or wrap policy, and
 - c. Residential (including without limitation work performed on common area), unless it is clear from the policy that such policy will not exclude coverage for the Work or any activities in connection with the Work.

Each Certificate of Insurance issued on the CGL policies must be accompanied by a copy of the following endorsements issued by the insurer verifying that:

- (i) Association and affiliated entities (including without limitation SaddleBrooke Development Company and Robson Communities, Inc.), and all of their respective directors, officers, managers, owners, employees and agents are included as additional insureds on form CG 20100704 and CG20370704 or equivalent.
- (ii) Coverage constitutes primary and non-contributory coverage with respect to any other insurance available to the additional insureds.
- (iii) Coverage must include products and completed operations coverage for the additional insureds.

b. Automobile Liability Insurance

\$1,000,000 C.S.L. Each Accident

Auto Liability Insurance must cover all autos or all of owned, non-owned and hired autos, and must be written on a form at least as broad as ISO occurrence form CA0001.

c. Worker's Compensation and Employer's Liability Insurance

This coverage shall extend to the Workers' Compensation laws of any state, district or territory of the United States in which the Work is situated. Workers' Compensation Insurance shall have statutory coverage and employer's liability insurance shall have limits of not less than \$100,000/\$100,000/\$500,000.

2. If CP and/or its contractors, subcontractors or suppliers, regardless of tier, perform remediation of hazardous materials or if their operations create an exposure to hazardous materials as those terms are defined in federal, state or local law, CP and its contractors and subcontractors and suppliers must obtain a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 each pollution condition and not less than \$2,000,000 aggregate for Bodily Injury, Environmental Damage and Property Damage, naming Association as an additional insured. If CP or its contractors, subcontractors or suppliers haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. Such persons must carry Automobile Liability Insurance with a \$1 million combined single limit per occurrence for Bodily Injury and Property Damage. If CP or any of its contractors or subcontractors is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
3. Whether on the Certificate of Insurance or by endorsement, the CGL insurer shall provide Association as certificate holder with not less than thirty (30) days advance written notice in the event of any cancellation, non-renewal or material change in the policy limits, terms or conditions.
4. All non-governmental insurers of CP and its contractors and subcontractors must be rated "A-/V" or better in the most current edition of Best's Insurance Reports.
5. CGL and Worker's Compensation/Employer's Liability Insurance insurers must provide, in the insurance policy itself or by an endorsement, waiver of its rights of recovery, whether under subrogation or otherwise, against all of additional insureds.
6. No review or approval of any such insurance certificate by Association shall derogate or diminish Association's rights or CP's obligations.