

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Description

Campbell Avenue

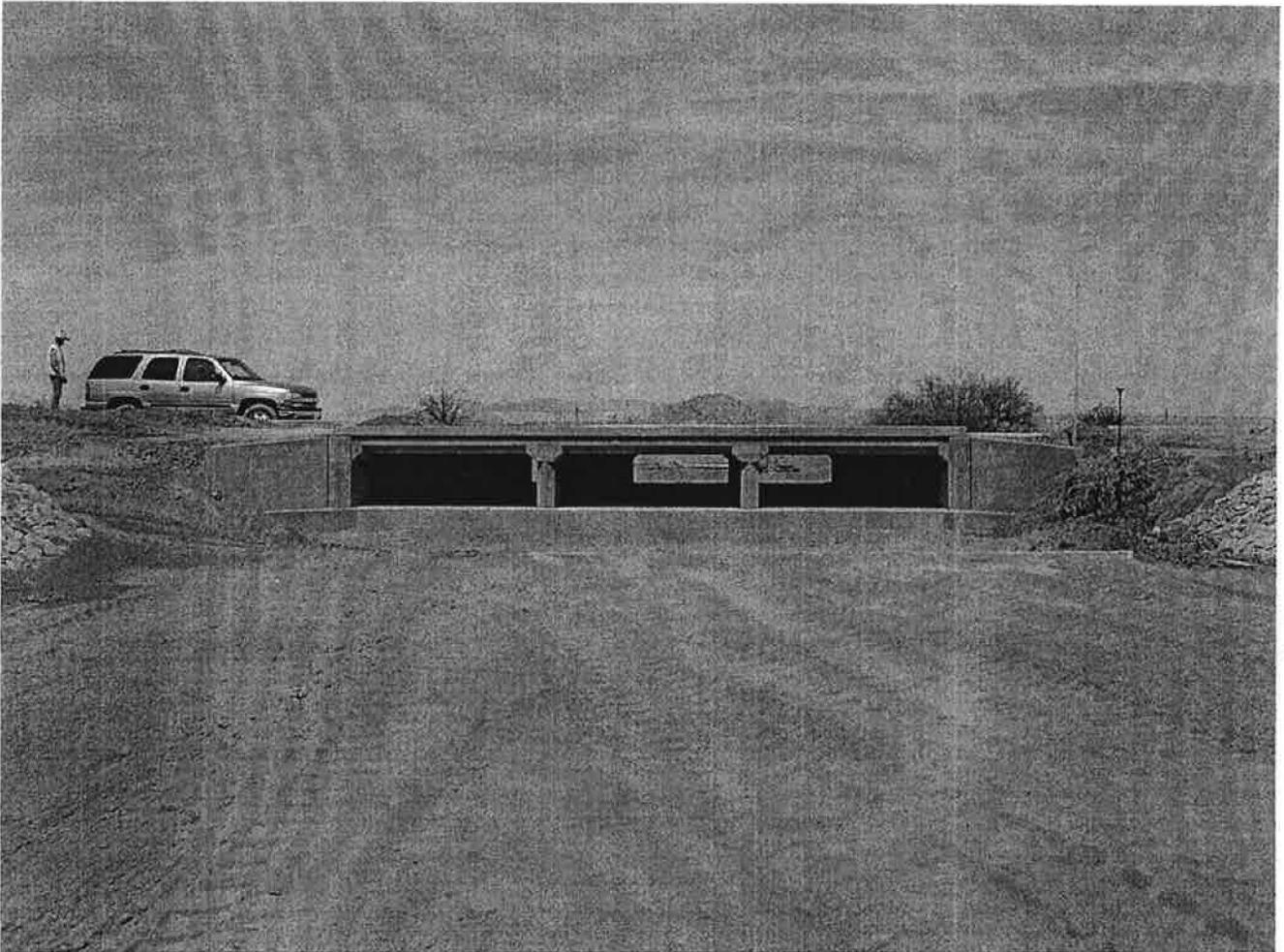
Amount

\$ 368,741.42

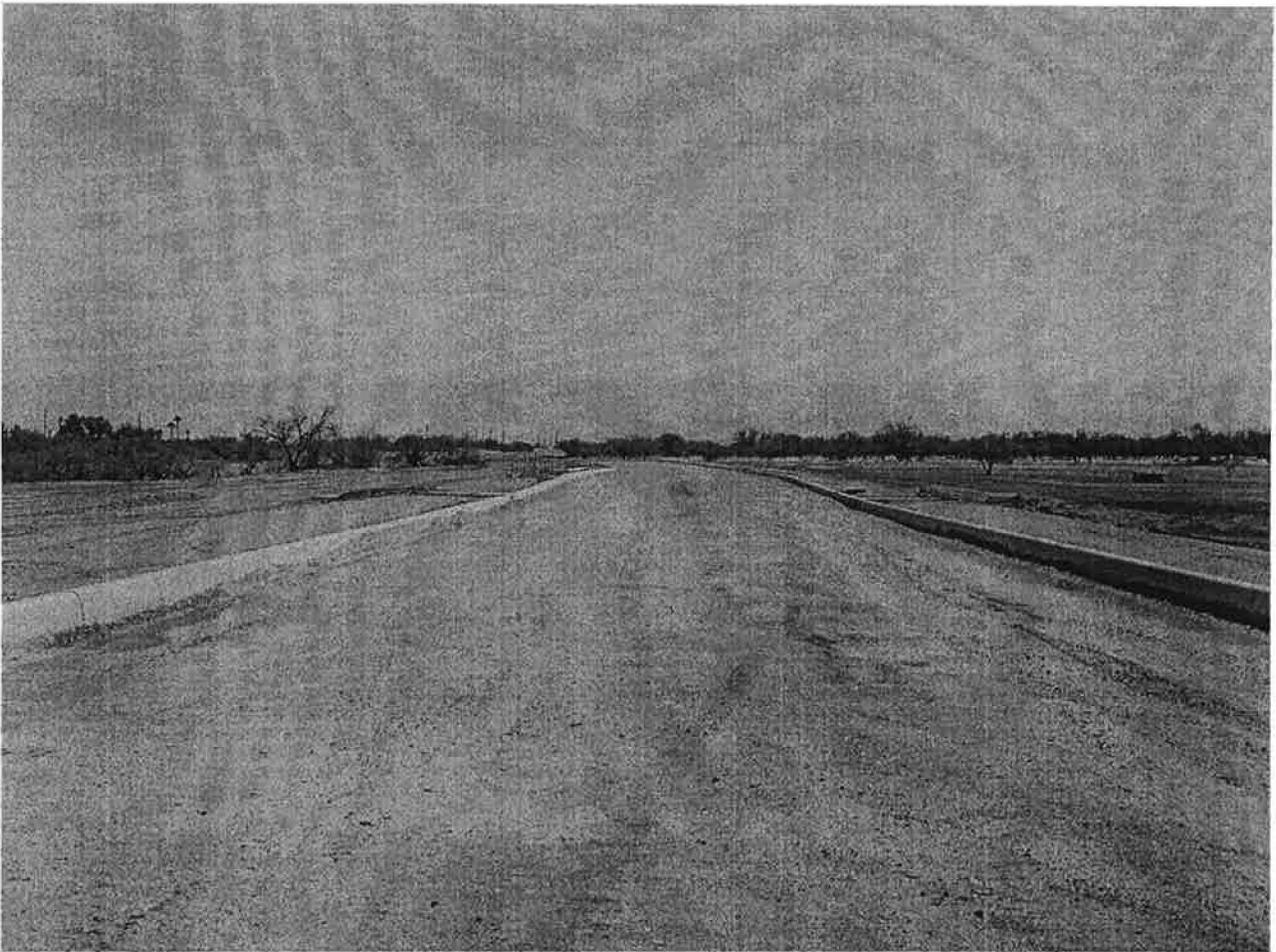
Campbell Avenue (Public Arterial)



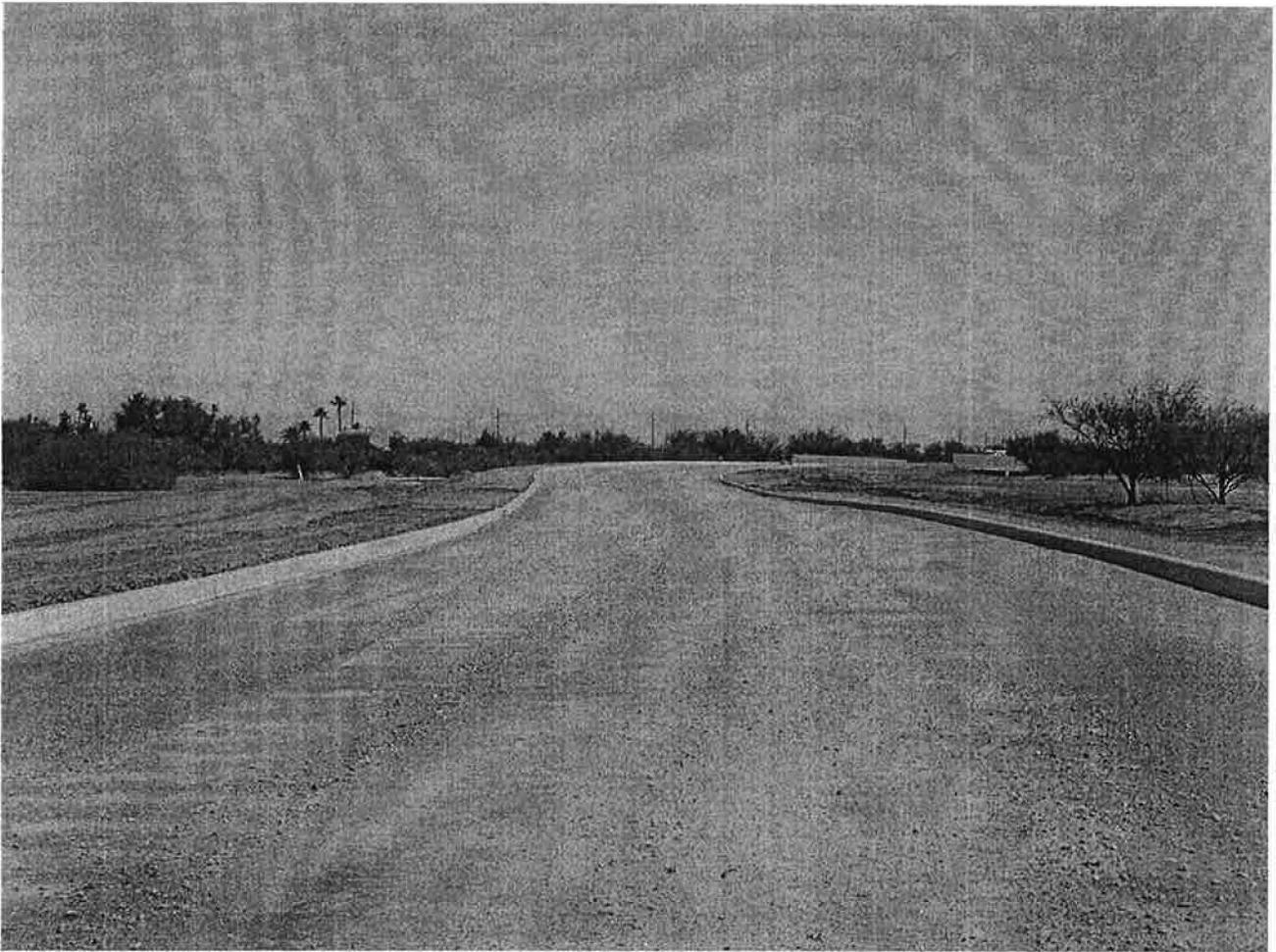
Campbell Avenue (Subgrade)



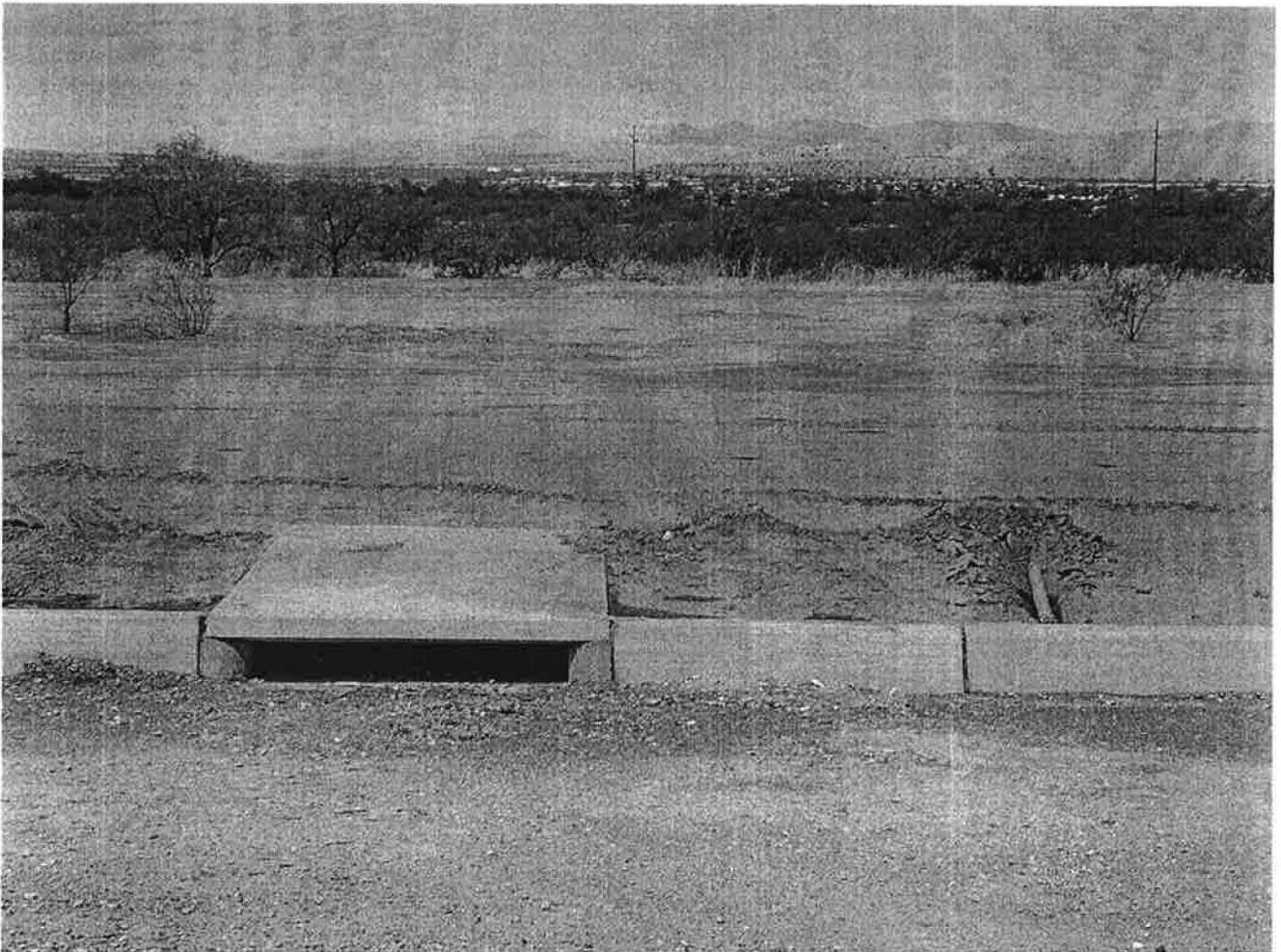
Drainage on Campbell Avenue



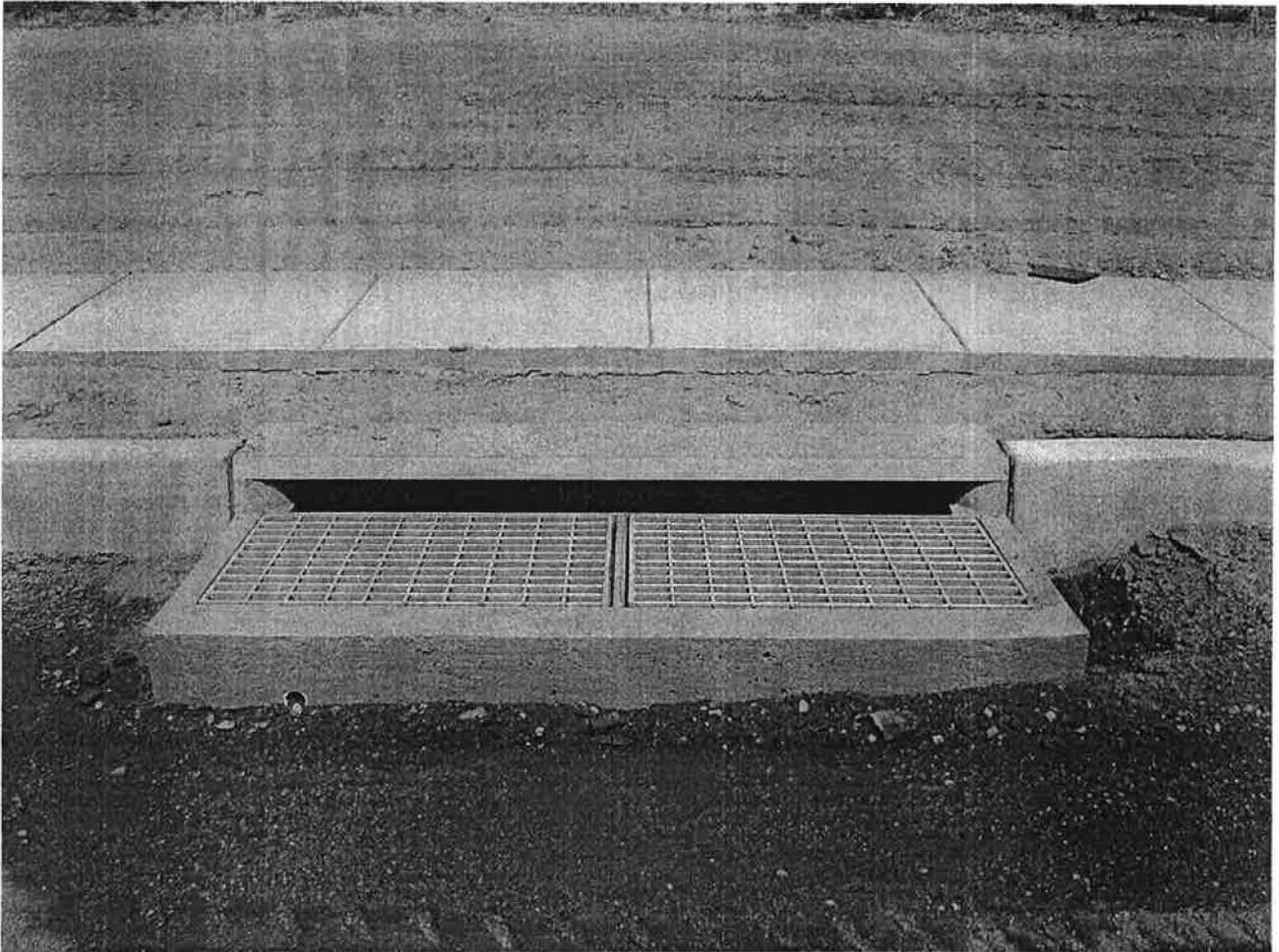
Campbell Avenue Asphalt Base



Campbell Avenue Asphalt Base



**One of Many Scuppers on Campbell Avenue
(Campbell Avenue Drainage)**



One of Several Drainage Inlets on Campbell Avenue
(Campbell Avenue Drainage)

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Amount
Amerson Surveying Total	\$ 10,275.00
GeoResource Total	\$ 18,029.75
O'Leary (65779) Total	\$ 122,039.90
O'Leary (67336) Total	\$ 166,388.20
O'Leary (68523) Total	\$ 39,540.28
Quail Creek Water Total	\$ 2,286.49
Sales Tax Total	\$ 4,116.65
Overhead Total	\$ 6,065.15
	<hr/>
	\$ 368,741.42

Campbell Avenue (Public Arterial)

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Amerson Surveying	10088	04/30/07 \$	1,800.00
Amerson Surveying	10093	04/30/07 \$	525.00
Amerson Surveying	10176	05/31/07 \$	6,000.00
Amerson Surveying	10214	05/31/07 \$	150.00
Amerson Surveying	10303	06/29/07 \$	1,200.00
Amerson Surveying	10350	06/29/07 \$	600.00
Amerson Surveying Total		\$	10,275.00

Campbell Avenue (Public Arterial)

Invoice



AMERSON SURVEYING, INC.
 Camp Lowell Corporate Center
 4552 E. Camp Lowell Drive
 Tucson, AZ 85712

Date	Invoice #
4/30/2007	10088

CFD

Bill To

Robson Ranch Quail Creek L.L.C.
 Tom Fetterly
 2175 E. Quail Crossing Blvd.
 Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

Date of Service	Description	Amount
4/5/2007	Curb Staking: Began staking curb points.	1,200.00
4/24/2007	Staked out offsets for centerline of pipes.	600.00
<p><i>328017.1730.1195</i> <i>CURB + DRAINAGE</i></p>		
<p>RECEIVED MAY 15 2007 <i>[Signature]</i></p>		<p>Total \$1,800.00</p>



AMERSON SURVEYING, INC.
Camp Lowell Corporate Center
4552 E. Camp Lowell Drive
Tucson, AZ 85712

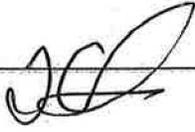
Invoice

Date	Invoice #
4/30/2007	10093

Bill To

Robson Ranch Quail Creek L.L.C.
Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

PROJECT
Additional 06018 QC Campbell Rd Align...

Date of Service	Description	Amount
4/9/2007	Shot and marked cut/fill to FP at gutter line on both sides of Bridge #1 for sidewalk construction. <i>328017.1730.1195</i> <i>SIWALK GRADES</i>	525.00
RECEIVED MAY 15 2007 		Total \$525.00



AMERSON SURVEYING, INC.
 Camp Lowell Corporate Center
 4552 E. Camp Lowell Drive
 Tucson, AZ 85712

Invoice

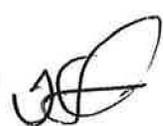
Date	Invoice #
5/31/2007	10176

Bill To

Robson Ranch Quail Creek L.L.C.
 Tom Fetterly
 2175 E. Quail Crossing Blvd.
 Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

CFD

Date of Service	Description	Amount
5/1/2007	Sewer As-Built invert elevation on Manholes 7, 8, 9 and 15. S"	450.00
5/1/2007	Staked box culvert and wingwalls. <	600.00
5/2/2007	Set additional offsets. <	300.00
5/3/2007	As-built existing manhole invert elevations on Manholes 10 and 11. S	300.00
5/9/2007	Curb Staking. <	1,200.00
5/10/2007	Curb Staking. <	1,200.00
5/11/2007	Curb Staking. <	1,200.00
5/24/2007	Subgrade Bluetops: Started subgrade centerline bluetops. &	1,200.00
5/30/2007	Staked catch basin on Quail Crossing. &	300.00
<p>328014. 1730. 1195 750⁰⁰ SEWER ASBUILTS 328017. 1730. 1195 6000⁰⁰ CURB & ADAID</p>		
<p>RECEIVED JUN 01 2007 </p>		
Total		\$6,750.00



AMERSON SURVEYING, INC.
Camp Lowell Corporate Center
4552 E. Camp Lowell Drive
Tucson, AZ 85712

Invoice

Date	Invoice #
5/31/2007	10214

Bill To

Robson Ranch Quail Creek L.L.C.
Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

PROJECT
06018 Bridge #1 Campbell Rd. Align

CFD

Date of Service	Description	Amount
5/15/2007	Curb Staking: Shot curb grades at Bridge #1 on east side for Brad. <i>328017.1730.1195</i> <i>CURB STAKING</i> RECEIVED JUN 01 2007 <i>JF</i>	150.00

Total

\$150.00



AMERSON SURVEYING, INC.
Camp Lowell Corporate Center
4552 E. Camp Lowell Drive
Tucson, AZ 85712

Invoice

Date	Invoice #
6/29/2007	10303

Bill To

Robson Ranch Quail Creek L.L.C.
Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

PROJECT
Contract 06018 QC Campbell Road Alig...

CFD

Date of Service	Description	Amount
6/13/2007	Curb Staking: Staked curb offset points +/- 2000 l.f. <i>328017.1730.1195 CURB STAKING</i>	1,200.00
RECEIVED	JUL 02 2007 <i>JF</i>	

Total \$1,200.00



AMERSON SURVEYING, INC.
Camp Lowell Corporate Center
4552 E. Camp Lowell Drive
Tucson, AZ 85712

Invoice

Date	Invoice #
6/29/2007	10350

Bill To

Robson Ranch Quail Creek L.L.C.
Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

PROJECT
Restake 06018 QC Campbell Rd. Align

CFD

Date of Service	Description	Amount
6/28/2007	Restaked catch basin at Quail Creek Boulevard intersection and set curb line points. <i>328017.1730.1195 DRAIN BASIN & CURB</i>	600.00
RECEIVED JUL 02 2007 <i>JCF</i>		
Total		\$600.00

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Geo/Resource	4952-003/03-07	04/17/07	\$ 1,692.50
Geo/Resource	4952-004/03-07	04/17/07	\$ 3,110.20
Geo/Resource	4952-003/04-07	05/17/07	\$ 159.50
Geo/Resource	4952-004/04-07	05/17/07	\$ 6,296.80
Geo/Resource	4952-004/05-07	06/11/07	\$ 6,075.75
Geo/Resource	4952-003/05-07	06/11/07	\$ 695.00
Geo/Resource Total			\$ 18,029.75

Campbell Avenue (Public Arterial)



GEO/RESOURCE CONSULTANTS, INC.
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS
 Corporate Headquarters
 211 10th Street, Suite 298
 Oakland, California 94607
 (510) 832-3177 FAX (510) 832-6013
 Website: www.georesource.com

Invoice

Page: 1

Invoice Number:

4952-003/03-07

Invoice Date:

Apr 17, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.
 MR. TOM FETTERLY
 2175 E. QUAIL CROSSING BLVD.
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-003

Due Upon Receipt

CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 2/25/07 - 3/31/07			
PROJECT MANAGER	2.00	65.00	\$ 130.00
TECHNICIAN	32.50	42.00	\$ 1,365.00
MILEAGE			\$ 137.50
WORD PROCESSING	1.50	40.00	\$ 60.00

328017.1730.1110

RECEIVED APR 23 2007

Total Invoice Amount

\$ 1,692.50

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. S 33-1008 (D) (1))

Project: CAMPBELL AVENUE AT QUAIL CREEK

GRC Invoice Number: 4952-003/3-07 Invoice Amount: \$ 1,692.50

Upon receipt by the undersigned of a check from ROBSON RANCH QUAIL CREEK, LLC.
(Maker of Check)

In the sum of \$ 1,692.50 payable to GEO/RESOURCE CONSULTANTS, INC.
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of ROBSON RANCH QUAIL CREEK, LLC. to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to ROBSON RANCH QUAIL CREEK, LLC. through 3/31/07 only and do not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all his laborers, subcontractors, material men and suppliers for all work, material, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: 4/17/07

GEO/RESOURCE CONSULTANTS, INC.
(Company Name)

By *D. Chan*
(Signature)

ACCOUNTANT
(Title)

RECEIVED APR 23 2007



GEO/RESOURCE CONSULTANTS, INC.
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS
 Corporate Headquarters
 211 10th Street, Suite 298
 Oakland, California 94607
 (510) 832-3177 FAX (510) 832-6013
 Website: www.georesource.com

Invoice

Page: 1
 Invoice Number:
4952-004/03-07
 Invoice Date:
Apr 17, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.
 MR. TOM FETTERLY
 2175 E. QUAIL CROSSING BLVD.
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-004

Due Upon Receipt

CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
MATERIALS TESTING - STORM DRAIN & CONCRETE			
SERVICES: 2/25/07 - 3/31/07			
PROJECT MANAGER	3.50	65.00	\$ 227.50
TECHNICIAN	44.00	42.00	\$ 1,848.00
MILEAGE			\$ 338.50
LAB SERVICES			\$ 376.20
WORD PROCESSING	8.00	40.00	\$ 320.00

328017.1730.1110

RECEIVED APR 23 2007 *[Signature]*

Total Invoice Amount \$ 3,110.20

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. S 33-1008 (D) (1))

Project: CAMPBELL AVENUE AT QUAIL CREEK

GRC Invoice Number: 4952-004/3-07 Invoice Amount: \$ 3,110.20

Upon receipt by the undersigned of a check from ROBSON RANCH QUAIL CREEK, LLC.
(Maker of Check)

In the sum of \$ 3,110.20 payable to GEO/RESOURCE CONSULTANTS, INC.
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of ROBSON RANCH QUAIL CREEK, LLC. to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to ROBSON RANCH QUAIL CREEK, LLC. through 3/31/07 only and do not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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Dated: 4/17/07

GEO/RESOURCE CONSULTANTS, INC.
(Company Name)

By *Schan*
(Signature)

ACCOUNTANT
(Title)

RECEIVED APR 23 2007



GEO/RESOURCE CONSULTANTS, INC.
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS
 Corporate Headquarters
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 Oakland, California 94607
 (510) 832-3177 FAX (510) 832-6013
 Website: www.georesource.com

Invoice

Page: 1
 Invoice Number:
4952-003/04-07
 Invoice Date:
May 17, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.
 MR. TOM FETTERLY
 2175 E. QUAIL CROSSING BLVD.
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-003

Due Upon Receipt

CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 4/1/07 - 4/28/07			
TECHNICIAN	3.00	42.00	\$ 126.00
WORD PROCESSING	0.50	40.00	\$ 20.00
MILEAGE			\$ 13.50

328017.1730.1110
Densities

RECEIVED MAY 22 2007

JH

Total Invoice Amount

\$ 159.50

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. S 33-1008 (D) (1))

Project: CAMPBELL AVENUE AT QUAIL CREEK

GRC Invoice Number: 4952-003/04-07 Invoice Amount: \$ 159.50

Upon receipt by the undersigned of a check from ROBSON RANCH QUAIL CREEK, LLC.
(Maker of Check)

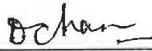
In the sum of \$ 159.50 payable to GEO/RESOURCE CONSULTANTS, INC.
(Amount of Check) (Payee or Payees of Check)

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Dated: 5/17/07

GEO/RESOURCE CONSULTANTS, INC.
(Company Name)

By 
(Signature)

ACCOUNTANT
(Title)



GEO/RESOURCE CONSULTANTS, INC.
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS
 Corporate Headquarters
 211 10th Street, Suite 298
 Oakland, California 94607
 (510) 832-3177 FAX (510) 832-6013
 Website: www.georesource.com

Invoice

Page: 1
 Invoice Number:
4952-004/04-07
 Invoice Date:
May 17, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.
 MR. TOM FETTERLY
 2175 E. QUAIL CROSSING BLVD.
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-004

Due Upon Receipt

CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
MATERIALS TESTING			
SERVICES: 4/1/07 - 4/28/07			
PROJECT MANAGER	6.50	65.00	\$ 422.50
TECHNICIAN	100.00	42.00	\$ 4,200.00
LAB SERVICES			\$ 729.30
MILEAGE			\$ 525.00
WORD PROCESSING	10.50	40.00	\$ 420.00

*328019.1730.1110
 Cave Sets*

RECEIVED MAY 22 2007

[Signature]

Total Invoice Amount

\$ 6,296.80

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. S 33-1008 (D) (1))

Project: CAMPBELL AVENUE AT QUAIL CREEK

GRC Invoice Number: 4952-004/04-07 Invoice Amount: \$ 6,296.80

Upon receipt by the undersigned of a check from ROBSON RANCH QUAIL CREEK, LLC.
(Maker of Check)

In the sum of \$ 6,296.80 payable to GEO/RESOURCE CONSULTANTS, INC.
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of ROBSON RANCH QUAIL CREEK, LLC. to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to ROBSON RANCH QUAIL CREEK, LLC. through 4/28/07 only and do not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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Dated: 5/17/07

GEO/RESOURCE CONSULTANTS, INC.
(Company Name)

By *tochan*
(Signature)

ACCOUNTANT
(Title)



GEO/RESOURCE CONSULTANTS, INC.
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS
 Corporate Headquarters
 211 10th Street, Suite 298
 Oakland, California 94607
 (510) 832-3177 FAX (510) 832-6013
 Website: www.georesource.com

Invoice

Page: 1
 Invoice Number:
4952-004/05-07
 Invoice Date:
Jun 11, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.
 MR. TOM FETTERLY
 2175 E. QUAIL CROSSING BLVD.
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-004

Due Upon Receipt

CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER, STORM DRAIN, CONCRETE			
SERVICES: 4/29/07 - 5/26/07			
PROJECT MANAGER	4.00	65.00	\$ 260.00
SENIOR GEOLOGIST	0.50	98.00	\$ 49.00
TECHNICIAN	87.50	42.00	\$ 3,675.00
LAB SERVICES			\$ 981.20
WORD PROCESSING	14.00	40.00	\$ 560.00
MILEAGE			\$ 550.55

328017.1730.1110 2784.75 CONC SETS/BACKFILL
328014.1730.1110 3291.00 DENSITIES

RECEIVED JUN 13 2007 *JF*

Total Invoice Amount \$ 6,075.75

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. S 33-1008 (D) (1))

Project: CAMPBELL AVENUE AT QUAIL CREEK

GRC Invoice Number: 4952-004/05-07 Invoice Amount: \$ 6,075.75

Upon receipt by the undersigned of a check from ROBSON RANCH QUAIL CREEK, LLC.
(Maker of Check)

In the sum of \$ 6,075.75 payable to GEO/RESOURCE CONSULTANTS, INC.
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of ROBSON RANCH QUAIL CREEK, LLC. to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to ROBSON RANCH QUAIL CREEK, LLC. through 5/26/07 only and do not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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Dated: 6/11/07

GEO/RESOURCE CONSULTANTS, INC.
(Company Name)

By *Ochan*
(Signature)

ACCOUNTANT
(Title)

RECEIVED JUN 13 2007



GEO/RESOURCE CONSULTANTS, INC.
 GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS
 Corporate Headquarters
 211 10th Street, Suite 298
 Oakland, California 94607
 (510) 832-3177 FAX (510) 832-6013
 Website: www.georesource.com

Invoice

Page: 1
 Invoice Number:
 4952-003/05-07
 Invoice Date:
 Jun 11, 2007

RRQ

ROBSON RANCH QUAIL CREEK, LLC.
 MR. TOM FETTERLY
 2175 E. QUAIL CROSSING BLVD.
 SAHUARITA, AZ 85614

CFD

GRC Project Number: 4952-003

Due Upon Receipt

CAMPBELL AVENUE AT QUAIL CREEK

	Hours/Units	Rate	Total
OBSERVATION & TESTING - SUMMARY REPORT			
SERVICES: 4/29/07 - 5/26/07			
PRINCIPAL ENGINEER	1.00	125.00	\$ 125.00
SENIOR GEOLOGIST	5.00	98.00	\$ 490.00
WORD PROCESSING	2.00	40.00	\$ 80.00

*328017. 1730. 1110
 Fill SENSITIVES*

RECEIVED

RECEIVED JUN 13 2007 *JF*

Total Invoice Amount \$ 695.00

Please send payments to 211 10th Street, Suite 298, Oakland, CA 94607. Thank you.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(Pursuant to A.R.S. S 33-1008 (D) (1))

Project: CAMPBELL AVENUE AT QUAIL CREEK

GRC Invoice Number: 4952-003/05-07 Invoice Amount: \$ 695.00

Upon receipt by the undersigned of a check from ROBSON RANCH QUAIL CREEK, LLC.
(Maker of Check)

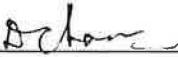
In the sum of \$ 695.00 payable to GEO/RESOURCE CONSULTANTS, INC.
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it was drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment, any bonded stop notice, and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of ROBSON RANCH QUAIL CREEK, LLC. to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to ROBSON RANCH QUAIL CREEK, LLC. through 5/26/07 only and do not cover any retention, pending modifications and changes, or other items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all his laborers, subcontractors, material men and suppliers for all work, material, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated: 6/11/07

GEO/RESOURCE CONSULTANTS, INC.
(Company Name)

By 
(Signature)

ACCOUNTANT
(Title)

RECEIVED JUN 13 2007

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
O'Leary Const.,Inc. (65779)	262246	06/05/07	\$ 77,364.90
O'Leary Const.,Inc. (65779)	262258	07/06/07	\$ 44,675.00
O'Leary Const.,Inc. (65779) Total			\$ 122,039.90
O'Leary Const.,Inc. (67336)	262228	05/04/07	\$ 56,721.60
O'Leary Const.,Inc. (67336)	262245	06/05/07	\$ 60,733.80
O'Leary Const.,Inc. (67336)	262256	07/06/07	\$ 48,932.80
O'Leary Const.,Inc. (67336) Total			\$ 166,388.20
O'Leary Const.,Inc. (68523)	262257	07/06/07	\$ 39,540.28
O'Leary Const.,Inc. (68523) Total			\$ 39,540.28

Campbell Avenue (Public Arterial)

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
<p>PROJECT: Robson Ranch Arizona INVOICE #: Campbell Ave CFD Phase 2 INV DATE: 6/5/07 O'Leary Job #1702 INV THRU: 5/31/07 Application #5</p>															
<p>CFD Campbell Ave</p>															
348014	Ret	2105	1	\$ 10,900.00	Stabilized Sewer Access	2310	Sq Yd	\$ 4.72	\$ 10,900.00	1	\$ 4,720.00	1	\$ 4,720.00	1	\$ 6,180.00
	Ret			\$ (1,090.00)	Sewer Retention Field			\$ 8.85	\$ (1,090.00)	0	\$ -	0	\$ -	1	\$ (1,090.00)
	Ret			\$ -	Sewer Retention Paid			\$ 274,260.35	\$ -	0	\$ -	0	\$ -	1	\$ 274,260.35
<p>CFD Campbell Ave</p>															
	Ret			\$ -	18" HDPE	600	LF	\$ 38.05	\$ 22,830.00	600	\$ 22,830.00	600	\$ 22,830.00	600	\$ 22,830.00
	Ret			\$ -	24" HDPE	500	LF	\$ 44.10	\$ 22,050.00	500	\$ 22,050.00	500	\$ 22,050.00	500	\$ 22,050.00
	Ret			\$ -	36" RCP Pipe CL 4	210	LF	\$ 66.19	\$ 13,899.90	210	\$ 13,899.90	210	\$ 13,899.90	210	\$ 13,899.90
	Ret			\$ -	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	2	\$ 18,790.00	2	\$ 18,790.00	2	\$ 18,790.00
	Ret			\$ -	Handrails	281	LF	\$ 30.00	\$ 8,430.00	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Catch Basins	7	Ea	\$ 7,000.00	\$ 49,000.00	6	\$ 42,000.00	6	\$ 42,000.00	6	\$ 42,000.00
	Ret			\$ -	Box Culvert	1	Ea	\$ 89,350.00	\$ 89,350.00	0.5	\$ 44,675.00	0.5	\$ 44,675.00	0.5	\$ 44,675.00
	Ret			\$ -	Drain Retention Field			\$ 229,289.90	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Drain Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	18" HDPE	600	LF	\$ 11.70	\$ 7,020.00	600	\$ 7,020.00	600	\$ 7,020.00	600	\$ 7,020.00
	Ret			\$ -	24" HDPE	500	LF	\$ 18.00	\$ 9,000.00	500	\$ 9,000.00	500	\$ 9,000.00	500	\$ 9,000.00
	Ret			\$ -	36" RCP Pipe CL 4	210	LF	\$ 44.81	\$ 9,410.10	210	\$ 9,410.10	210	\$ 9,410.10	210	\$ 9,410.10
	Ret			\$ -	Drain Retention Field			\$ 25,430.10	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Drain Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>Change Order #1</p>															
	Ret			\$ -	18" Dumped Rip Rap	442	Sq Yd	\$ 36.55	\$ 16,155.10	442	\$ 16,155.10	442	\$ 16,155.10	442	\$ 16,155.10
	Ret			\$ -	6" Grouted Rip Rap	403	Sq Yd	\$ 60.85	\$ 24,522.55	403	\$ 24,522.55	403	\$ 24,522.55	403	\$ 24,522.55
	Ret			\$ -	3' x 1' Cutoff Wall @ Box	496	LF	\$ 33.74	\$ 16,735.04	496	\$ 16,735.04	496	\$ 16,735.04	496	\$ 16,735.04
	Ret			\$ -	12x12 Concrete Top Edge	528	LF	\$ 9.18	\$ 4,847.04	528	\$ 4,847.04	528	\$ 4,847.04	528	\$ 4,847.04
	Ret			\$ -	Retention Field			\$ 62,259.73	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	4.5' x 1' Cutoff Wall @ Bridge 1	130	LF	\$ 52.27	\$ 6,795.10	130	\$ 6,795.10	130	\$ 6,795.10	130	\$ 6,795.10
	Ret			\$ -	3' x 1' Cutoff Wall @ Bridge 1	183	LF	\$ 33.74	\$ 6,174.42	183	\$ 6,174.42	183	\$ 6,174.42	183	\$ 6,174.42
	Ret			\$ -	Retention Field			\$ 12,969.52	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
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	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -
<p>CFD Campbell Ave</p>															
	Ret			\$ -	Retention Field			\$ -	\$ -	0	\$ -				

O'Leary Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713-5243
(520) 798-3220 Fax (520) 798-0740

INVOICE #: 262246
INVOICE DATE: 06/05/07
PERIOD TO: 05/31/07
APPLICATION #: 5
CONTRACT DATE: 02/02/07
DUE DATE: 06/18/07

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 904 N. Quail View Loop
 Green Valley, AZ 85614

JOB: 1702
 Campbell Avenue - Phase II
 (Sewer & Drain Pipe)
 Green Valley, AZ 85614

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
0	CONCRETE/DRAINAGE	254,680.00	116,510.10	77,364.90		193,875.00	76.1	60,805.00	19,387.50
3	SEWER WORK	274,260.35	242,916.85	10,900.00		253,816.85	92.5	20,443.50	25,381.69
	TOTALS:	528,940.35	359,426.95	88,264.90	0.00	447,691.85	84.6	81,248.50	44,769.19
001	Channel RR from BoxC	75,229.25	75,229.25			75,229.25	100.0		7,522.92
	TOTALS:	604,169.60	434,656.20	88,264.90	0.00	522,921.10	84.6	81,248.50	52,292.11

PREVIOUS RETAINAGE.....\$ 43,465.62
 CURRENT BILLING.....\$ 88,264.90
 NEW RETAINAGE.....\$ 8,826.49

ORIGINAL CONTRACT SUM.....\$ 528,940.35
 CHANGE BY CHANGE ORDER.....\$ 75,229.25
 CONTRACT SUM TO DATE.....\$ 604,169.60
 TOTAL COMPLETED & STORED TO DATE.....\$ 522,921.10
 TOTAL RETAINAGE.....\$ 52,292.11
 TOTAL EARNED LESS RETAINAGE.....\$ 470,628.99
 LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 391,190.58
 SALES TAX.....\$
 CURRENT PAYMENT DUE.....\$ 79,438.41

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED JUN 05 2007

**** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT ****

PROJECT: Campbell Avenue - Phase II **#1702**

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$79,438.41
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction
Located at: (Sewer & Drain Pipe)
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 05/31/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 6/5/07

O'Leary, Construction Inc.
Cindy Sanders
(signature)
Office manager
(title)

RECEIVED JUN 05 2007

O'Leary Construction Inc.

3262 E. 44th Street

Tucson, AZ 85713-5243

Phone: (520) 798-3220 Fax: (520) 798-0740

INVOICE #: 262258

INVOICE DATE: 07/06/07

PERIOD TO: 06/30/07

APPLICATION #: 6

CONTRACT DATE: 02/02/07

DUE DATE: 07/23/07

BILL TO: ROBR

Robson Ranch Az Const. Co.
904 N. Quail View Loop
Green Valley, AZ 85614

JOB: 1702

Campbell Avenue - Phase II
(Sewer & Drain Pipe)
Green Valley, AZ 85614

CFD

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
0	CONCRETE/DRAINAGE	254,680.00	193,875.00	44,675.00		238,550.00	93.7	16,130.00	23,855.00
3	SEWER WORK	274,260.35	253,816.85	20,443.50		274,260.35	100.0		27,426.04
TOTALS:		528,940.35	447,691.85	65,118.50	0.00	512,810.35	97.0	16,130.00	51,281.04
001	Channel RR from BoxC	75,229.25	75,229.25			75,229.25	100.0		7,522.92
TOTALS:		604,169.60	522,921.10	65,118.50	0.00	588,039.60	97.0	16,130.00	58,803.96

PREVIOUS RETAINAGE.....\$	52,292.11	ORIGINAL CONTRACT SUM.....\$	528,940.35
CURRENT BILLING.....\$	65,118.50	CHANGE BY CHANGE ORDER.....\$	75,229.25
NEW RETAINAGE.....\$	6,511.85	CONTRACT SUM TO DATE.....\$	604,169.60
		TOTAL COMPLETED & STORED TO DATE.....\$	588,039.60
		TOTAL RETAINAGE.....\$	58,803.96
		TOTAL EARNED LESS RETAINAGE.....\$	529,235.64
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	470,628.99
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	58,606.65

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED JUL 03 2007

Handwritten signature

**** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT ****

PROJECT: Campbell Avenue - Phase II #1702

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$58,606.65
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction
Located at: (Sewer & Drain Pipe)
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 06/30/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 7/3/07

O'Leary Construction Inc.

Cindy Sanders
(signature)

Office manager
(title)

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
				CFD Campbell Ave Concrete & Curb											
					Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00			1	\$ 1,000.00
					Demo curb	990	LF	\$ 7.00	\$ 6,930.00	500	\$ 3,500.00			500	\$ 3,500.00
					Demo Catch Basin & Pipe	1	Ea	\$ 1,350.00	\$ 1,350.00	0	\$ -				\$ -
					Scuppers	13	Ea	\$ 4,120.00	\$ 53,560.00	0	\$ -				\$ -
					Vertical Curb	9390	LF	\$ 12.70	\$ 119,263.00	2310	\$ 29,337.00			2310	\$ 29,337.00
					Driveway Apron	2	Ea	\$ 1,875.00	\$ 3,750.00	1	\$ 1,875.00			1	\$ 1,875.00
					Handicap ramps	8	Ea	\$ 1,350.00	\$ 10,800.00	0	\$ -				\$ -
					Common Area Sidewalk	34070	SqFt	\$ 3.60	\$ 122,652.00	5836	\$ 21,009.60			5836	\$ 21,009.60
					Sawcut Asphalt	1000	LF	\$ 2.00	\$ 2,000.00	0	\$ -				\$ -
					Rough Grade Median	1	LS	\$ 2,800.00	\$ 2,800.00	0	\$ -				\$ -
					Barricades	1	LS	\$ 1,000.00	\$ 1,000.00	0	\$ -				\$ -
					Retention Held	-10%		\$ 325,095.00	\$ -	\$ 56,721.60	\$ (5,672.16)			\$ 56,721.60	\$ (5,672.16)
					Retention Paid										
					Change Order										
					Retention Held										
					Retention Paid										
					Retention Held										
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O'Leary Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713-5243
(520) 798-3220 Fax (520) 798-0740

INVOICE #: 262228
INVOICE DATE: 05/03/07
PERIOD TO: 04/30/07
APPLICATION #: 1
CONTRACT DATE: 04/05/07
DUE DATE: 05/21/07

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 904 N. Quail View Loop
 Green Valley, AZ 85614

JOB: 1706
 Campbell Avenue Phase III
 Green Valley, AZ 85614

CFD

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
12	GENERAL CONDITIONS	2,000.00		1,000.00		1,000.00	50.0	1,000.00	100.00
20	EARTHWORK	13,080.00		3,500.00		3,500.00	26.8	9,580.00	350.00
50	CONCRETE/DRAINAGE	310,015.00		52,221.60		52,221.60	16.8	257,793.40	5,222.16
TOTALS:		325,095.00	0.00	56,721.60	0.00	56,721.60	17.4	268,373.40	5,672.16

PREVIOUS RETAINAGE.....\$	0.00	ORIGINAL CONTRACT SUM.....\$	325,095.00
CURRENT BILLING.....\$	56,721.60	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	5,672.16	CONTRACT SUM TO DATE.....\$	325,095.00
		TOTAL COMPLETED & STORED TO DATE.....\$	56,721.60
		TOTAL RETAINAGE.....\$	5,672.16
		TOTAL EARNED LESS RETAINAGE.....\$	51,049.44
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	0.00
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	51,049.44

CONTRACTOR: _____ DATE: _____
 ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED MAY 04 2007 *JL*

**** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT ****

PROJECT: Campbell Avenue Phase III. #1706

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$51,049.44
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction
Located at:
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 04/30/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 5/2/07

O'Leary Construction Inc.

Cindy Sanders
(signature)
Office Manager
(title)

RECEIVED MAY 04 2007

CONTRACTOR: Y Conist
 44th Street
 Phoenix, AZ 85713-5243
 (602) 798-3220

PROJECT: Campbell Ave CFD Phase 3 C
 INVOICE # 262245 O'Leary Job #170.
 INV DATE: 6/5/07 Application #2
 INV THRU: 5/31/07

LICENSE # 088817-A
 EMP I.D. #
 BUSINESS TYPE: Corporation

CFD

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348017	Ret	3305	1	\$ 60,733.80	Mobilization	1	LS	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00		\$ -
	Ret			\$ (6,073.38)	Concrete & Curb	990	LF	\$ 7.00	\$ 6,930.00	500	\$ 3,500.00	500	\$ 3,500.00		\$ -
	Ret			\$ -	Demo Catch Basin & Pipe	13	Ea	\$ 1,350.00	\$ 1,350.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Scupper	9390	LF	\$ 4,120.00	\$ 3,950.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Vertical Curb	2	Ea	\$ 12.70	\$ 25.40	6036	\$ 76,657.20	2310	\$ 29,337.00	3726	\$ 47,320.20
	Ret			\$ -	Handicap ramps	8	Ea	\$ 1,875.00	\$ 15,000.00	1	\$ 1,875.00	0	\$ -		\$ -
	Ret			\$ -	Common Area Sidewalk	34070	SqFt	\$ 3.60	\$ 12,252.00	9562	\$ 34,423.20	5836	\$ 21,009.60	3726	\$ 13,413.60
	Ret			\$ -	Sawcut Asphalt	1000	LF	\$ 2.00	\$ 2,000.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Rough Grade Median	1	LS	\$ 2,800.00	\$ 2,800.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Barcades	1	LS	\$ 1,000.00	\$ 1,000.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Retention Held	-10%		\$ 325,095.00	\$ -	\$ 117,455.40	\$ (11,745.54)	\$ 56,721.60	\$ (5,672.16)	\$ 60,733.80	\$ (6,073.38)
	Ret			\$ -	Retention Paid			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ret			\$ -	Install 6" Sleeves Every 500'	560	LF	\$ 6.15	\$ 3,444.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Retention Held	-10%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ret			\$ -	Scupper Added from Prelim	1	Ea	\$ 4,120.00	\$ 4,120.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Handrail	10	LF	\$ 30.00	\$ 300.00	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Rip rap	12	SqYd	\$ 36.55	\$ 438.60	0	\$ -	0	\$ -		\$ -
	Ret			\$ -	Retention Held	-10%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Ret			\$ -	Retention Paid			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Billing Total	\$ 60,733.80	Original Contract	\$ 325,095.00
Total Retention	\$ (6,073.38)	Change Orders	\$ 8,302.60
Total Paid	\$ 54,660.42	Revised Contract	\$ 333,397.60
		Billing Total	\$ 117,455.40
		Retention	\$ (11,745.54)
		Invoice Total	\$ 105,709.86
		Billing Total	\$ 56,721.60
		Retention	\$ (5,672.16)
		Invoice Total	\$ 51,049.44
		Billing Total	\$ 60,733.80
		Retention	\$ (6,073.38)
		Invoice Total	\$ 54,660.42

[Handwritten signature]

RECEIVED JUN 05 2007

O'Leary Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713-5243
(520) 798-3220 Fax (520) 798-0740

INVOICE #: 262245
INVOICE DATE: 06/05/07
PERIOD TO: 05/31/07
APPLICATION #: 2
CONTRACT DATE: 04/05/07
DUE DATE: 06/18/07

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 904 N. Quail View Loop
 Green Valley, AZ 85614

JOB: 1706
 Campbell Avenue Phase III
 Green Valley, AZ 85614

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
2	GENERAL CONDITIONS	2,000.00	1,000.00			1,000.00	50.0	1,000.00	100.00
0	EARTHWORK	13,080.00	3,500.00			3,500.00	26.8	9,580.00	350.00
0	CONCRETE/DRAINAGE	310,015.00	52,221.60	60,733.80		112,955.40	36.4	197,059.60	11,295.54
	TOTALS:	325,095.00	56,721.60	60,733.80	0.00	117,455.40	36.1	207,639.60	11,745.54
001	Install 6" Sleeves	3,444.00					0.0	3,444.00	
	TOTALS:	328,539.00	56,721.60	60,733.80	0.00	117,455.40	36.1	211,083.60	11,745.54

PREVIOUS RETAINAGE.....\$ 5,672.16
 CURRENT BILLING.....\$ 60,733.80
 NEW RETAINAGE.....\$ 6,073.38

ORIGINAL CONTRACT SUM.....\$ 325,095.00
 CHANGE BY CHANGE ORDER.....\$ 3,444.00
 CONTRACT SUM TO DATE.....\$ 328,539.00
 TOTAL COMPLETED & STORED TO DATE.....\$ 117,455.40
 TOTAL RETAINAGE.....\$ 11,745.54
 TOTAL EARNED LESS RETAINAGE.....\$ 105,709.86
 LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 51,049.44
 SALES TAX.....\$
 CURRENT PAYMENT DUE.....\$ 54,660.42

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED JUN 05 2007



**** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT ****

PROJECT: Campbell Avenue Phase III #1706

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$54,660.42
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction
Located at:
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 05/31/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 4/5/07

O'Leary Construction Inc.

Cindy Anderson
(signature)

Office manager
(title)

RECEIVED JUN 05 2007

EXHIBIT "B" - S... Contract Price For: Robson Ranch Arizona Construction Company #336
 CONTRACTOR: Const 7 Drainage
 44th Street
 Tucson, AZ 85713-5243
 (520) 798-3220

PROJECT: Campbell Ave CFD Phase 3 C
 INVOICE # 262256 O'Leary Job #170
 INV DATE: 7/6/07 Application #3
 INV THRU: 6/30/07

LICENSE # 088917-A
 EMP I.D. #
 BUSINESS TYPE: Corporation
 CFD

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
348017	Ret	1730	3305	1	48,932.80	1	LS	48,932.80	48,932.80	1	48,932.80	1	48,932.80	0	0
	Ret				(4,893.28)			(4,893.28)							
	Change Order #1				6" Sleeves	560	LF	6.15	3,444.00	560	3,444.00	0	0	560	3,444.00
348010	Ret	1730	5105	1	3,444.00			3,444.00	3,444.00		3,444.00		3,444.00		3,444.00
	Ret				(344.40)			(344.40)							
	Change Order #2				Scupper Added from Prelim	1	Ea	4,120.00	4,120.00	0	0	0	0	0	0
	Ret				Handrail	10	LF	30.00	300.00	0	0	0	0	0	0
348017	Ret	1730	3305	1	36.55	12	SqYd	438.60	438.60	0	0	0	0	0	0
	Ret				Retention Held										
	Ret				Retention Paid										
	Billing Total				\$ 52,376.80				\$ 52,376.80						\$ 52,376.80
	Total Retention				(5,237.68)				(5,237.68)						(5,237.68)
	Total Paid				47,139.12				47,139.12						47,139.12

Contract	Original Contract	Change Orders	Revised Contract	Billing Total	Retention	Invoice Total
	\$ 325,095.00	\$ 8,302.60	\$ 333,397.60	\$ 189,832.20	\$ (16,983.22)	\$ 152,848.98
	\$ 3,444.00	\$ -	\$ 3,444.00	\$ (344.40)	\$ -	\$ -
	\$ 4,120.00	\$ 300.00	\$ 4,420.00	\$ 0	\$ 0	\$ 0
	\$ 36.55	\$ 438.60	\$ 475.15	\$ 0	\$ 0	\$ 0
	\$ 4,858.60	\$ -	\$ 4,858.60	\$ -	\$ -	\$ -
	\$ 117,455.40	\$ (11,745.54)	\$ 105,709.86	\$ 117,455.40	\$ (11,745.54)	\$ 105,709.86
	\$ 52,376.80	\$ (5,237.68)	\$ 47,139.12	\$ 52,376.80	\$ (5,237.68)	\$ 47,139.12

Handwritten: 48,932.80
 12,361.80

RECEIVED JUL 03 2007

O'Leary Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713-5243
0) 798-3220 Fax (520) 798-0740

INVOICE #: 262256
INVOICE DATE: 07/06/07
PERIOD TO: 06/30/07
APPLICATION #: 3
CONTRACT DATE: 04/05/07
DUE DATE: 07/23/07

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 904 N. Quail View Loop
 Green Valley, AZ 85614

JOB: 1706
 Campbell Avenue Phase III
 Green Valley, AZ 85614

CFD

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	GENERAL CONDITIONS	2,000.00	1,000.00			1,000.00	50.0	1,000.00	100.00
	EARTHWORK	13,080.00	3,500.00	4,780.00		8,280.00	63.3	4,800.00	828.00
	CONCRETE/DRAINAGE	310,015.00	112,955.40	44,152.80		157,108.20	50.7	152,906.80	15,710.82
	TOTALS:	325,095.00	117,455.40	48,932.80	0.00	166,388.20	51.2	158,706.80	16,638.82
01	Install 6" Sleeves	3,444.00		3,444.00		3,444.00	100.0		344.40
02	Add Scupper	4,859.00					0.0	4,859.00	
	TOTALS:	333,398.00	117,455.40	52,376.80	0.00	169,832.20	51.2	163,565.80	16,983.22

PREVIOUS RETAINAGE.....\$	11,745.54	ORIGINAL CONTRACT SUM.....\$	325,095.00
CURRENT BILLING.....\$	52,376.80	CHANGE BY CHANGE ORDER.....\$	8,303.00
NEW RETAINAGE.....\$	5,237.68	CONTRACT SUM TO DATE.....\$	333,398.00
		TOTAL COMPLETED & STORED TO DATE.....\$	169,832.20
		TOTAL RETAINAGE.....\$	16,983.22
		TOTAL EARNED LESS RETAINAGE.....\$	152,848.98
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	105,709.86
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	47,139.12

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED JUL 03 2007

JE

**** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT ****

PROJECT: Campbell Avenue Phase III # 1706

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$47,139.12
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction
Located at:
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch Az Const. Co. through 06/30/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 7/3/07

O'Leary Construction Inc.

Cindy Sander
(signature)

Office Manager
(title)

O'Leary Construction Inc.

3262 E. 44th Street

Tucson, AZ 85713-5243

(520) 798-3220 Fax (520) 798-0740

INVOICE #: 262257

INVOICE DATE: 07/06/07

PERIOD TO: 06/30/07

APPLICATION #: 1

CONTRACT DATE: 05/15/07

DUE DATE: 07/23/07

BILL TO: ROBR

Robson Ranch Az Const. Co.

904 N. Quail View Loop

Green Valley, AZ 85614

JOB: 1711

Campbell Ave Phase IV (Paving)

Green Valley, AZ 85614

CFD

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	PAVING	451,771.00		37,617.10		37,617.10	8.3	414,153.90	3,761.71
	CONCRETE/DRAINAGE	64,566.75		1,923.18		1,923.18	3.0	62,643.57	192.32
	TOTALS:	516,337.75	0.00	39,540.28	0.00	39,540.28	7.7	476,797.47	3,954.03

PREVIOUS RETAINAGE.....\$	0.00	ORIGINAL CONTRACT SUM.....\$	516,337.75
CURRENT BILLING.....\$	39,540.28	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	3,954.03	CONTRACT SUM TO DATE.....\$	516,337.75
		TOTAL COMPLETED & STORED TO DATE.....\$	39,540.28
		TOTAL RETAINAGE.....\$	3,954.03
		TOTAL EARNED LESS RETAINAGE.....\$	35,586.25
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	0.00
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	35,586.25

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED JUL 03 2007



**** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT ****

PROJECT: Campbell Ave Phase IV (Paving) #1711

On receipt by the undersigned of a check

From: Robson Ranch AZ Const. Co.
In the sum of: \$35,586.25
Payable to: O'Leary Construction Inc.

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has

On the job of: Robson Ranch AZ Construction
Located at:
Green Valley, AZ 85614

to the following extent.

This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to Robson Ranch AZ Const. Co. through 06/30/07 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

DATE: 7/3/07

O'Leary Construction Inc.

Cindy Sandula
(signature)

Office Manager
(title)



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH ARIZONA CONSTRUCTION
CO
2175 E QUAIL CROSSING BLVD
GREEN VALLEY AZ 85614

Name of Insured:

O'LEARY CONSTRUCTION INC
3262 E 44th St
Tucson AZ 85713

Date Issued: 04/11/2007
Certificate Number: 49
Policy Number: 138085
Origin Date: 09/23/1982
Expiration Date: 10/01/2007
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

construction work
Campbell Avenue - Phase III
Quail Crossing Blvd & Campbell Ave
Job #1706

Job Number:**Location:**

Should the above policy be canceled by the State Compensation Fund before the expiration date thereof, the State Compensation Fund will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the State Compensation Fund.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

Certificate Issued To:

Robson Ranch Arizona Construction Co
2175 E Quail Crossing Blvd
Green Valley AZ 85614

Authorized Representative

RECEIVED APR 13 2007



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH ARIZONA CONSTRUCTION
CO
2175 E QUAIL CROSSING BLVD
GREEN VALLEY AZ 85614

Name of Insured:

O'LEARY CONSTRUCTION INC
3262 E 44th St
Tucson AZ 85713

Date Issued: 06/08/2007
Certificate Number: 49
Policy Number: 138085
Origin Date: 09/23/1982
Expiration Date: 10/01/2007
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

construction work
Campbell Avenue - Phase III
Quail Crossing Blvd & Campbell Ave
Job #1706

Job Number:**Location:**

Should the above policy be canceled by the State Compensation Fund before the expiration date thereof, the State Compensation Fund will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the State Compensation Fund.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

Certificate Issued To:

Robson Ranch Arizona Construction Co
2175 E Quail Crossing Blvd
Green Valley AZ 85614

Authorized Representative

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HS
OLEAR-2

DATE (MM/DD/YYYY)
06/12/07

PRODUCER Lovitt & Touche' Inc - Tucson P. O. Box 32702 Tucson AZ 85751-2702 Phone: 520-722-3000 Fax: 520-722-7245	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	INSURERS AFFORDING COVERAGE	NAIC #	
INSURED O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713	INSURER A:	USF INSURANCE CO	
	INSURER B:	Colorado Casualty Ins Co	
	INSURER C:	FEDERAL INSURANCE COMPANY	20281
	INSURER D:		
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRB12850	09/01/06	09/01/07	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ Excluded
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car PhysDmg Limit \$50,000 ACV	CPP021506303	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
B			CPP021506303	09/01/06	09/01/07	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C		Scheduled Equip	6635645	09/01/06	09/01/07	Sched Lim	Repl Cost
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Limit	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 - See attached addendum -
 RE: Job #1706 - Campbell Avenue - Phase III Quail Crossing Blvd and Campbell Ave.
 Except 10 days notice of cancellation for non-payment of premium
 THIS CERTIFICATE REVISES/REPLACES PREVIOUS CERTIFICATE OF 4/11/07.

CERTIFICATE HOLDER ROBSON-2 Robson Ranch Arizona Construction Co 2175 E Quail Crossing Blvd. Green Valley, AZ 85614	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>R.J. Mason</i>
--	--

NOTEPAD:HOLDER CODE ROBSO-2
INSURED'S NAME O'Leary Construction, Inc.OLEAR-2
OPID HSPAGE 3
DATE 06/12/07

Certificate Holder and the Town of Sahuarita, PO Box 879, Sahuarita, AZ 85629 and Quail Creek Community Facilities District, 725 W Via Rancho Sahuarita, Bldg #3, Sahuarita, AZ 85629 are named Additional Insured to General Liability coverage if required by written contract, subject to all policy terms, conditions, definitions & exclusions. RE: Job #1706 - Campbell Avenue - Phase III Quail Crossing Blvd and Campbell Ave.



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH ARIZONA CONSTRUCTION
CO
2175 E QUAIL CROSSING BLVD
GREEN VALLEY AZ 85614

Name of Insured:

O'LEARY CONSTRUCTION INC
3262 E 44th St
Tucson AZ 85713

Date Issued: 06/26/2007
Certificate Number: 49
Policy Number: 138085
Origin Date: 09/23/1982
Expiration Date: 10/01/2007
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

construction work
Campbell Avenue - Phase III
Quail Crossing Blvd & Campbell Ave
Job #1706

Job Number:**Location:**

Should the above policy be canceled by the State Compensation Fund before the expiration date thereof, the State Compensation Fund will endeavor to mail 30 days written notice to the above named Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the State Compensation Fund.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed hereon. This is to certify a workers' compensation policy has been issued to the insured listed hereon and is in force for the period referenced.

Certificate Issued To:

Robson Ranch Arizona Construction Co
2175 E Quail Crossing Blvd
Green Valley AZ 85614

Authorized Representative

Quail Creek Community Facilities District

Progress Payment Submittal

Campbell Avenue (Public Arterial)

CFD ID # 1

Vendor	Invoice #	Date	Amount
Quail Creek Water	Usage	04/20/07 \$	679.35
Quail Creek Water	Usage	04/20/07 \$	17.67
Quail Creek Water	Usage	05/21/07 \$	1,556.24
Quail Creek Water	Usage	05/21/07 \$	17.07
Quail Creek Water	Usage	06/22/07 \$	16.16
Quail Creek Water Total		\$	2,286.49

Campbell Avenue (Public Arterial)

INVOICE

Invoice Date: April 20, 2007

CFD

From:
Quail Creek Water Company
40004 S. Ridgeview Blvd
Tucson, AZ 85739

To:
Quail Creek Development
Robson Ranch LLC.

CAMPBELL

For: Campbell & Quail Crossing
Installed: December 1, 2006
Serial # 59631614

Total Usage:	219,400
X Rate: \$2.80	
Water \$:	\$629.32
X 7.795% Tax:	\$47.77
Superfund:	\$1.43
Regulatory	\$0.83

348017.1730.1205
APRIL USAGE

Please Pay This Amount:

\$679.35

RECEIVED MAY 04 2007

CF

Quail Creek Development Reads 2006

SN #59631614 Campbell & Quail Crossing

Tag 100-24

	Date Read	Current Read	Previous Read	Gallons Pump
January	1/23/2007	24,851,300	24,639,200	212,100
February	2/20/2007	25,002,300	24,851,300	151,000
March	3/20/2007	25,034,700	25,002,300	32,400
April	4/20/2007	25,254,100	25,034,700	219,400
May				0
June				0
July				0
August				0
September				0
October				0
November				0
December				0
Year To Date				614,900

INVOICE

Invoice Date: April 20, 2007

CFD
CAMPBELL

From:
Quail Creek Water Company
40004 S. Ridgeview Blvd
Tucson, AZ 85739

To:
Quail Creek Development
Robson Ranch LLC.

For: Campbell & Quail Crossing
Installed: December 1, 2006
Serial # 12819282

Total Usage:	500
X Rate:	\$2.80
Water \$:	\$16.40
X 7.795% Tax:	\$1.24
Superfund:	\$0.00
Regulatory	\$0.02

348017.1730.1205
APRIL USAGE
RECEIVED MAY 04 2007 J&F

Please Pay This Amount:

\$17.67

Quail Creek Development Reads 2007

SN #12819282 Campbell & Quail Crossing

Tag 100-27

	Date Read	Current Read	Previous Read	Gallons Pump
January	1/23/2007	18,221,900	18,215,600	6,300
February	2/20/2007	18,222,700	18,221,900	800
March	3/20/2007	18,222,700	18,222,700	0
April	4/20/2007	18,223,200	18,222,700	500
May				0
June				0
July				0
August				0
September				0
October				0
November				0
December				0
Year To Date				7,600

INVOICE

Invoice Date: May 21, 2007

From:
Quail Creek Water Company
40004 S. Ridgeview Blvd
Tucson, AZ 85739

To:
Quail Creek Development
Robson Ranch LLC.

CFD

For: Campbell & Quail Crossing
Installed: December 1, 2006
Serial # 59631614

100-24

Total Usage:	509,500
X Rate:	
Water \$:	\$1,441.60
X 7.795% Tax:	\$109.42
Superfund:	\$3.31
Regulatory	\$1.91

CAMPBELL

348017, 1730.1205
MAY CONST. WATER

Please Pay This Amount:

\$1,556.24

RECEIVED JUN 05 2007

JCA

Quail Creek Development Reads 2007

SN #59631614 Campbell & Quail Crossing

Tag 100-24

	Date Read	Current Read	Previous Read	Gallons Pump
January	1/23/2007	24,851,300	24,639,200	212,100
February	2/20/2007	25,002,300	24,851,300	151,000
March	3/20/2007	25,034,700	25,002,300	32,400
April	4/20/2007	25,254,100	25,034,700	219,400
May	5/21/2007	25,763,600	25,254,100	509,500
June				0
July				0
August				0
September				0
October				0
November				0
December				0
Year To Date				1,124,400

RECEIVED JUN 05 2007

INVOICE

Invoice Date: May 21, 2007

From:
Quail Creek Water Company
40004 S. Ridgeview Blvd
Tucson, AZ 85739

To:
Quail Creek Development
Robson Ranch LLC.

CFD

For: Campbell & Quail Crossing
Installed: December 1, 2006
Serial # 12819282
100-27

Total Usage:	300
X Rate:	
Water \$:	\$15.84
X 7.795% Tax:	\$1.20
Superfund:	\$0.00
Regulatory	\$0.02

CAMPBELL

348017.1730.1205
MAY CONST. WATER

Please Pay This Amount:

\$17.07

RECEIVED JUN 05 2007



Quail Creek Development Reads 2007

SN #12819282 Campbell & Quail Crossing

Tag 100-27

	Date Read	Current Read	Previous Read	Gallons Pump
January	1/23/2007	18,221,900	18,215,600	6,300
February	2/20/2007	18,222,700	18,221,900	800
March	3/20/2007	18,222,700	18,222,700	0
April	4/20/2007	18,223,200	18,222,700	500
May	5/21/2007	18,223,500	18,223,200	300
June				0
July				0
August				0
September				0
October				0
November				0
December				0
Year To Date				7,900

RECEIVED JUN 05 2007

INVOICE

Invoice Date: June 22, 2007

CFD

From:
Quail Creek Water Company
40004 S. Ridgeview Blvd
Tucson, AZ 85739

To:
Quail Creek Development
Robson Ranch LLC.

For: Campbell & Quail Crossing
Installed: December 1, 2006
Serial # 12819282

Total Usage:	0
X Rate:	
Water \$:	\$15.00
X 7.795% Tax:	\$1.14
Superfund:	\$0.00
Regulatory	\$0.02

348017.1730.1205
JUNE USAGE CAMPBELL

Please Pay This Amount:

\$16.16

RECEIVED JUL 06 2007

JH

Quail Creek Development Reads 2007

SN #12819282 Campbell & Quail Crossing

Tag 100-27

	Date Read	Current Read	Previous Read	Gallons Pump
January	1/23/2007	18,221,900	18,215,600	6,300
February	2/20/2007	18,222,700	18,221,900	800
March	3/20/2007	18,222,700	18,222,700	0
April	4/20/2007	18,223,200	18,222,700	500
May	5/21/2007	18,223,500	18,223,200	300
June	6/22/2007	18,223,500	18,223,500	0
July				0
August				0
September				0
October				0
November				0
December				0
Year To Date				7,900

Quail Creek Community Facilities District

Progress Payment Submittal
Campbell Avenue (Public Arterial)
CFD ID # 1

Vendor	Invoice #	Date	Amount
Sales Tax	4/1 Thru 6/30/07		\$ 4,116.65
Sales Tax Total			\$ 4,116.65

Campbell Avenue (Public Arterial)

Quail Creek Community Facilities District

Progress Payment Submittal
Campbell Avenue (Public Arterial)
CFD ID # 1

Vendor	Invoice #	Date	Amount
Overhead Soft Cost	4/1 Thru 6/30/07		\$ 206.58
Overhead Hard Cost	4/1 Thru 6/30/07		\$ 5,858.57
Overhead Total			\$ 6,065.15

Campbell Avenue (Public Arterial)

#4401

O'LEARY CONSTRUCTION, INC.

3262 E. 44TH STREET
TUCSON, AZ 85713
(520) 798-3220 FAX (520) 798-0740
LICENSE #088917 A

Notice of Change of Work

Date: April 13, 2006

O'Leary Job No: 1614

To: Robson Ranch Arizona Construction Co.
2175 E. Quail Crossing Blvd
Tucson, AZ 85614

Change Order No: 2

Attn: Tom Fetterly

Project: CAMPBELL AVENUE - PHASE I

You are hereby authorizing performance of the following work as an addition to the original contract.

BRIDGE, EX AND BACKFILL

SEE T&M SHEETS ATTACHED

(Dated 12/27/06-12/28/06, 01/04/07-01/05/07 and 01/08/07

Change Order Amount: \$ 3,252.50 + TAX

This change order will be billed with the regular contract billing.

OWNER:

BY: Tom Fetterly

O'LEARY CONSTRUCTION, INC.

BY: Paul [Signature]

Contract Increase
 Contract Decrease

RECEIVED FEB 26 2007

RECEIVED FEB 26 2007

#4402

O'LEARY CONSTRUCTION, INC.

3262 E. 44TH STREET
TUCSON, AZ 85713
(520) 798-3220 FAX (520) 798-0740
LICENSE #088917 A

Notice of Change of Work

Date: April 13, 2006

O'Leary Job No: 1614

To: Robson Ranch Arizona Construction Co.
2175 E. Quail Crossing Blvd
Tucson, AZ 85614

Change Order No: 2A & 2B

Attn: Tom Fetterly

1/24 THROUGH 2/23
952 LOADS x 13yd = 12,376 YDS

Project: CAMPBELL AVENUE - PHASE I

23 6682 to LEVEES
2A 5694 to CAMPBELL > SPLIT

You are hereby authorizing performance of the following work as an addition to the original contract.

ADDITIONAL CUT TO GENERATE ROAD FILL
(per load count, 13 yards per load x field load count)

~~(TIME & MATERIAL)~~

13 CY x LOAD COUNT x \$305 = \$?
ADDITIONAL CHANNEL CUT ON CAMPBELL + FROM
? QUAIL CREEK PARKWAY.

Change Order Amount: ~~ST&M~~ + TAX

This change order will be billed with the regular contract billing.

OWNER:

BY:



O'LEARY CONSTRUCTION INC.

BY: _____

Contract Increase
 Contract Decrease

RECEIVED FEB 26 2007



April 11, 2007

Mr. Paul McGill
O'Leary Construction Inc.
3262 E 44th Street
Tucson, AZ 85713-5243

RE: Notice To Proceed-Campbell Ave. Phase 3

Dear Paul,

This letter is your notice to proceed on Campbell Avenue Phase 3 Concrete / Drainage work as a Quail Creek Community Facilities District Project. Please contact me at 393-5816 so that we may discuss the project schedule and details.

Yours truly,

Tom Fetterly
Project Manager Quail Creek Land Development

U:\DATA\WORD\Notice to Proceed\CFD Campbell Ph 3.doc



Robson Communities

Master-Planned Resort Living For Active Adults

May 23, 2007

Paul McGill
O'Leary Construction, Inc.
3262 E. 44th Street
Tucson, AZ 85713

Re: Quail Creek – Campbell Avenue Phase 3 CFD

Dear Mr. McGill:

Enclosed for your files is the executed original for the above subcontract.

At your earliest convenience, please provide our office with the insurance certificate as required in the attached Addendum #1.

We look forward to working with you on this project. If you have any questions about the contract or billing procedures, please contact Tom Fetterly at 520-393-5816.

Very truly yours,

Kenneth A. Marks
Vice President Land Development

Encl.
KAM/sw

cc: Tom Fetterly, w/encl.

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of April 6, 2007 by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'LEARY CONSTRUCTION INC. ("Subcontractor"), for construction of that certain CAMPBELL AVENUE PHASE 3 CFD (the "Work") generally located within Quail Creek Resort Community in Sahuarita, Arizona (the "Project"). Contractor and Subcontractor agree as follows:

1. Agreement to Perform Work in Accordance with Plans. Subcontractor shall provide all labor, materials, equipment, tools, machinery and other services necessary to execute all of the Work in a timely, professional and workmanlike manner in accordance with the plans and specifications described on Exhibit "A" of this Subcontract (the "Plans and Specifications").
2. Standard of Performance. Subcontractor shall perform all Work in a neat, professional, good and workmanlike manner in accordance with the best practice of the industry and in conformity with this Subcontract and the Plans and Specifications, as determined by the Contractor. All labor and materials furnished by Subcontractor shall be new and of first class quality.
3. Governmental Approvals. Subcontractor is responsible for arranging inspection and approval of the Work by all necessary governmental authorities and utility companies. If Subcontractor's Work fails to pass inspection, Subcontractor shall pay all expenses for any required re-inspections. No portion of the Work will be deemed completed until final inspection and approval of that portion of the Work by any required government authorities and utility companies. Inspection and approval by all applicable government authorities and utility companies shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract.
4. Inspection and Approval by Contractor. No portion of the Work will be deemed completed until that portion of the Work receives final inspection approval by Contractor, to Contractor's complete satisfaction. If Contractor rejects all or any portion of the Work as defective or failing to conform to this Subcontract or the Plans and Specifications, Subcontractor, at its cost and expense, promptly shall repair, replace or otherwise correct the defective or nonconforming Work to Contractor's complete satisfaction. Contractor's decision shall be final in the event of any dispute as to workmanship or as to quality or quantity of materials included in the Work. Inspection and approval by Contractor shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract and the Plans and Specifications. Without limiting the generality of the previous sentence, inspection and approval by Contractor shall not eliminate or in any way alter the representations and warranties of Subcontractor set forth in this Subcontract, including but not limited to the warranty set forth in Paragraph 10.
5. Licenses. Subcontractor represents and warrants that Subcontractor has and shall maintain a proper and valid contractor's license in good standing, in conformity with Arizona requirements and the requirements of any other jurisdiction where any part of the Work is performed. Subcontractor covenants that any Sub-subcontractors (as defined in Paragraph 12) used by Subcontractor will be licensed contractors in good standing with the State of Arizona Registrar of Contractors. Subcontractor represents and warrants that Subcontractor is fully qualified to perform the contracted Work. Subcontractor acknowledges that Contractor will rely on the foregoing representations and warranties. Unless otherwise instructed in writing by Contractor, Subcontractor agrees that it shall secure and maintain all licenses required to perform the Work.
6. Staking. Contractor shall provide normal construction staking standard to the trade. Maintenance of stakes is Subcontractor's responsibility. Any additional construction stakes or re-staking required as a result of loss or damage to stakes caused by Subcontractor shall be paid for by Subcontractor.
7. Familiarity with Site. Subcontractor acknowledges that it has visited and inspected the job site prior to executing this Subcontract and is familiar with conditions relating to the contracted Work.
8. Subcontract Price.
 - (a) Subcontractor shall perform the Work for the amounts itemized on Exhibit "B" attached to this Subcontract (the "Subcontract Price"), which constitute the total compensation payable to Subcontractor for the Work. Without limiting the provisions of Exhibit "B", the Subcontract Price includes all labor, services and materials associated with the Work (including but not limited to any costs associated with delivery and storage of materials to be used in the Work).
 - (b) Unless Subcontractor is otherwise instructed by Contractor, Contractor shall obtain, and pay all fees and costs associated with, all permits required by federal, state and local governmental entities in connection with the Work. If Subcontractor is required to obtain any permits in performance of the Work, Contractor shall reimburse Subcontractor the cost of such permits. Contractor shall pay all applicable state and local transaction privilege taxes. Subcontractor shall pay all transportation taxes and all contributions and taxes associated with the employment of Subcontractor's employees (including but not limited to social security and unemployment taxes).
9. Labor and Materials. All labor and materials furnished by Subcontractor in performance of the Work are deemed included within the Subcontract Price, regardless of whether the labor and materials were specifically required in carrying out this Subcontract and/or the Plans and Specifications. Subcontractor shall provide, as part of the Work and included in the Subcontract Price, all items normally provided by those in Subcontractor's trade in addition to items specified in this Subcontract.
10. Warranty, Corrections and Repairs.
 - (a) Subcontractor warrants to Contractor that all materials and permanently installed equipment furnished as part of the Work shall be new and of first class quality, that the Work shall be of first class quality, that the Work shall be performed in accordance with the requirements of this Subcontract and the Plans and Specifications, and that the Work shall be free from defects in materials or workmanship. In addition to all other rights and remedies available to Contractor, if any part of the Work is defective or not in conformity with the Plans and Specifications and/or this Subcontract, upon receipt of a written notice from Contractor to that effect, Subcontractor shall replace or repair the defective or nonconforming Work to Contractor's complete satisfaction to comply with the requirements of this Subcontract and the Plans and Specifications. Subcontractor shall bear all costs of such replacement or repair, including all costs incidental thereto, without cost to Contractor, or the developer of the Project, Robson Ranch Quail Creek, LLC, a Delaware limited liability company ("Owner"), or any of their respective successors-in-interest. If Subcontractor fails to replace or repair the defective or nonconforming Work within a reasonable time pursuant to the foregoing sentence, Contractor may engage other help to replace or repair the defective or nonconforming Work, and Subcontractor shall be liable for the costs associated therewith.
 - (b) All warranties procured by Subcontractor from manufacturers or suppliers of materials or equipment contained in the Work and all warranties procured by Subcontractor from its Sub-subcontractors must be assignable to Contractor, to Owner and to each subsequent owner of the Work, and shall be deemed automatically assigned and provided to Contractor when the Work is completed. Upon completion of the Work, all warranties and guarantees by Subcontractor and its Sub-subcontractors shall remain in effect as warranties and guarantees to Contractor but also shall be deemed to be extended to, assigned to, and inure to the benefit of, Owner and any successor-in-interest to Owner.

(c) Nothing contained herein shall be deemed to limit any statutory or implied warranties, or any other rights or remedies of Contractor, Owner or any other party. The covenants and warranties set forth in this Paragraph 10 are in addition to all other rights, remedies and warranties available under applicable Laws (as defined in Paragraph 18).

11. Progress Schedule. Subcontractor shall perform the contracted Work in as expeditious and rapid manner as possible, without compromising the first class quality required by this Subcontract. Subcontractor shall complete the Work according to the "Progress Schedule" attached to this Subcontract as Exhibit "C", which may be accelerated or otherwise modified by Contractor from time to time in its discretion. If Contractor modifies the Progress Schedule, Subcontractor shall perform its Work in accordance with the modified Progress Schedule, and Subcontractor hereby releases and discharges Contractor from any liability for damages that may be caused or sustained by Subcontractor by reason of any such changes, including but not limited to any delays in the Work caused by such changes.

12. Sub-Subcontractors.

(a) When requested by Contractor, Subcontractor promptly shall provide to Contractor, in writing, the names, addresses and telephone numbers of all individuals and entities (each, a "Sub-subcontractor") that Subcontractor has contracted (or intends to contract) with or has requested (or intends to request) to provide labor, materials, supplies, or other goods or services in connection with the Work. Contractor shall have the right to object to the use of any Sub-subcontractor in performance of the Work, in which case that Sub-subcontractor shall not be used in performance of the Work. If Contractor has requested the names of each Sub-subcontractor, Subcontractor shall make no substitution for any listed Sub-subcontractor, nor add any Sub-subcontractor to the list, without the prior written consent of Contractor. Contractor also shall have the right to request a copy of any sub-subcontract that Subcontractor has entered into with a Sub-subcontractor.

(b) The subcontracting of all or any part of the Work by Subcontractor shall not relieve Subcontractor of any of the obligations or conditions of this Subcontract. As between the parties hereto, each Sub-subcontractor shall be considered the agent of Subcontractor. The acts and omissions of each Sub-subcontractor and all persons either directly or indirectly acting for it shall be deemed to be the acts and omissions of Subcontractor, and Subcontractor shall remain liable and responsible to Contractor hereunder as if no sub-subcontract had been made.

(c) Nothing contained in this Subcontract (including but not limited to any payment of sums by Contractor directly to a Sub-subcontractor pursuant to Paragraph 28 this Subcontract) or in any other agreement with a Sub-subcontractor shall create any contractual relationship between Contractor and any Sub-subcontractors or create any obligation on the part of Contractor to pay, or to see to the payment of, any sums to any Sub-subcontractor.

(d) In each agreement with a Sub-subcontractor, Subcontractor shall provide that if this Subcontract is terminated as a result of Subcontractor's "Default" hereunder (as defined in Paragraph 22), each such sub-subcontract agreement shall, at Contractor's option, remain in full force and effect. If, at Contractor's option, a sub-subcontract agreement remains in full force and effect, Contractor shall be entitled to all performances thereunder, provided Contractor honors Subcontractor's payment obligations thereunder (subject to the provisions of this Subcontract regarding payment).

(e) Each Sub-subcontractor shall agree that, upon full or partial payment of the sums due to it, it shall deliver to Contractor and Owner lien waivers in accordance with this Subcontract.

13. Subcontractor's Employees. Subcontractor shall maintain strict discipline among its employees and shall not employ any person unfit or without sufficient skill to perform the contracted Work. At all times during performance of the Work, Subcontractor shall maintain at the Work site a competent supervisor or foreman to oversee the performance of the Work and, for purposes of communication and safety at the Work site, at least one employee who speaks fluent English.

14. Cooperation with Other Subcontractors. Subcontractor agrees not to hinder or delay other contractors from proceeding with their work and will work in harmony with them in achieving Contractor's objectives for the Project. Subcontractor shall take appropriate precautions to protect the work of other subcontractors from damage or delay caused by Subcontractor's Work. Any damage by Subcontractor or its employees to work or property of other subcontractors will be repaired or replaced at Subcontractor's expense.

15. Protection of Existing Improvements and Subcontractor's Work.

(a) Subcontractor agrees to protect all existing utilities and improvements from damage as a result of Subcontractor's Work. Any damage to existing improvements or utilities resulting from Subcontractor's Work shall be repaired or replaced at Subcontractor's expense in adherence to utility company or other applicable standards. Subcontractor agrees that it is responsible for the protection of its Work, and all materials not yet incorporated into the Work, until final completion and acceptance of the Work by Contractor. Subcontractor, at its sole cost and expense, shall repair or replace any damage caused by Subcontractor to the Work, or materials not yet incorporated into the Work, that occurs prior to final acceptance by Contractor.

(b) If any materials are delivered or otherwise furnished to Subcontractor by any third-party, including but not limited to materials delivered or furnished by Contractor, Owner, or their suppliers or subcontractors, Subcontractor shall become responsible for all such materials upon delivery to Subcontractor and shall pay any storage charges after delivery. Furnished materials lost or damaged after delivery to Subcontractor shall be replaced by, or at the expense of, Subcontractor.

16. Notification of Faulty Workmanship. If Subcontractor observes or otherwise becomes aware of defective, faulty or sub-standard work by other subcontractors, Subcontractor promptly shall provide notice to Contractor. If Subcontractor fails to notify Contractor and knowingly performs contracted Work over faulty workmanship of other subcontractors, Subcontractor shall be responsible for replacing or repairing its own Work as necessary, at no charge to Contractor.

17. Quality Control Inspections and Meetings. Contractor shall have the right, but not the obligation, to conduct periodic quality control inspections throughout the duration of the Work. Contractor shall have the right, but not the obligation, to hold formal meetings to discuss the progress and conduct of the Work throughout the duration of the Work. Subcontractor agrees to have a supervisor attend the meetings when requested by Contractor. The content of the foregoing meetings may include, but need not be limited to: (a) discussions of the progress of the Work; (b) Subcontractor's suggestions regarding any improvements that would enhance Work operation or aesthetic value or reduce costs; (c) Subcontractor's presentation of any issues that impair proper performance of, or may in the future impair proper performance of, the Work; and (d) Subcontractor's suggested corrections with respect to any areas of contracted Work where Subcontractor believes incorrect decisions or designs have been made, together with suggested methods to correct the problem and estimated costs associated with the corrections. While these quality control inspections and meetings are designed to improve job efficiency and reduce callbacks and corrective costs, proper performance of these procedures shall not relieve Subcontractor of its warranty or other obligations under this Subcontract.

18. Compliance with Laws. Subcontractor agrees to do the Work in conformity with all city, county, state and federal laws and regulations, as amended from time to time, including but not limited to those relating to taxes, social security, unemployment, worker's compensation, wages, occupational health and safety, discrimination, land use, waste disposal, air, water, groundwater, storm water discharge, dust control, endangered species, environmental contamination, toxic wastes, hazardous substances, oil, pesticides, herbicides, building and construction codes and standards, contractor licensing statutes and regulations, and any other laws governing the Work (collectively, the "Laws"). Accordingly, Subcontractor represents and warrants to Contractor that Subcontractor is familiar with all pertinent Laws. If there is any discrepancy between the Plans and Specifications and the Laws, Subcontractor shall not perform any Work without first giving Contractor written notice of the discrepancy and receiving written instructions from Contractor regarding how to proceed.

19. Bonding. If requested by Contractor in writing, Subcontractor shall, prior to commencement of the Work, furnish Contractor with maintenance, payment and performance bonds with such surety, in such amounts and with such provisions as shall, in all respects, comply with specific provisions of Arizona Laws and be acceptable to Contractor. Without limiting the generality of the foregoing, the bonds requested by Contractor may include: (a) bonds to guarantee Subcontractor's full and faithful performance of all the provisions of this Subcontract, (b) bonds to guarantee performance of Subcontractor's Work, (c) bonds to guarantee payment by Subcontractor to Contractor of all sums Contractor may pay for the account of Subcontractor, and (d) bonds to guarantee payment by Subcontractor of all sums Subcontractor may be required to pay hereunder. If Contractor requests such bonds, then, unless otherwise specified by Contractor in writing, such bonds shall be maintained in full force and effect during the term of this Subcontract; provided, however, any maintenance bond shall be maintained in full force and effect after the term of the Subcontract in accordance with the requirements of any public authority, utility, or other assignee to whom the Work or any portion thereof may be dedicated or conveyed. The reasonable cost of bond premiums that receive the prior written approval of Contractor shall be paid by Subcontractor and reimbursed by Contractor.

20. Insurance: Waiver of Subrogation.

(a) Subcontractor shall comply in all respects with the insurance requirements of this Subcontract that are set forth on Addendum "1" to this Subcontract.

(b) Subcontractor, on its own behalf and on behalf of all of its insurers, hereby waives all rights of recovery, whether under subrogation or otherwise, whether because of deductible clauses, self-insured retention amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage or otherwise, against Contractor, Owner, the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents, and trusts, and any other contractor, subcontractor or other individual or entity performing work or rendering services on behalf of Contractor or Owner in connection with the planning, development and/or construction of the Project. Subcontractor also shall require that all insurance policies related to the Work secured by Subcontractor or its Sub-subcontractors include clauses providing that each insurance underwriter shall waive all of its rights of recovery, by subrogation or otherwise, against all of the parties referenced above. Subcontractor shall require similar express waivers and insurance clauses from each of its Sub-subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (i) would otherwise have a duty of indemnification, contractual or otherwise, (ii) did not pay the insurance premium directly or indirectly, and/or (iii) has (or does not have) an insurable interest in the property damaged.

21. Change Orders. Subcontractor will not be paid for extras, additions, alterations, omissions, or other modifications in the Work (each, an "Alteration") (regardless of whether requested by Contractor), without prior written authorization from Contractor in the form of a work order or other similar written instrument (individually, a "Change Order," and collectively, the "Change Orders"). Once a Change Order has been executed by Contractor, Subcontractor promptly shall perform the Alterations specified in the Change Order in accordance with the terms thereof. The value associated with any Alteration (and the resulting increase or decrease in the Subcontract Price), and the schedule for completion of the Alteration, shall be set forth in the Change Order. Subcontractor agrees and understands that it is the responsibility of Subcontractor to request a Change Order to this Subcontract prior to performing any Alterations. All charges associated with Change Orders must be referenced separately on invoices for payment.

22. Default: Remedies.

(a) Each of the following events shall constitute a default by Subcontractor: (i) Subcontractor files a bankruptcy petition or a petition seeking relief under the bankruptcy statutes is filed against Subcontractor; (ii) Subcontractor makes a general assignment for the benefit of creditors or becomes insolvent; (iii) Subcontractor fails to pay promptly when due all bills and charges for labor, materials and rental of equipment used in the performance of the Work, or required by this Subcontract to be paid by Subcontractor; (iv) Subcontractor fails to carry out the Work in accordance with this Subcontract or otherwise breaches this Subcontract; and (v) Subcontractor stops Work in violation of Paragraph 27. Each of the foregoing events shall be referred to as a "Default".

(b) In response to a Default, Contractor may exercise any remedy available to Contractor at law or in equity; it being intended that all such remedies, and any other remedies expressly set forth in this Subcontract (including but not limited to the right to take over the Work in accordance with Paragraph 22(c) and the right to terminate this Subcontract for cause in accordance with Paragraph 37(a)), shall be cumulative. Taking over the Work and receiving the sums associated therewith as described in Paragraph 22(c) shall not constitute or be construed as a waiver by Contractor of any action, claim, demand or remedy Contractor may have against Subcontractor by reason of injury or damage resulting from Subcontractor's Default.

(c) Upon the occurrence of a Default, in addition to all other remedies available at law or in equity, Contractor shall have the right, but not the obligation, to take over the Work or any separable part thereof effective immediately upon delivery of written notice to Subcontractor (with or without a termination of this Subcontract). Following delivery of the written notice, Contractor may complete the Work or cause the Work to be completed, and Contractor shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings and materials belonging to Subcontractor; in such an event, this Subcontract shall constitute and be construed as an assignment by Subcontractor to Contractor of all such drawings and materials. Additionally, if Contractor takes over the Work, Subcontractor shall assign to Contractor all sub-subcontracts and purchase orders requested by Contractor. If Contractor takes over the Work, Subcontractor shall pay to Contractor, on demand, a sum equal to the amount by which Contractor's total cost of completing the Work exceeds the portions of the Subcontract Price allocable to such Work, plus an additional fifteen percent (15%) of that sum for administrative and supervisory costs associated with taking over the Work, plus a sum equal to any reasonably incurred attorneys' fees, expert witness fees, consultant fees, costs and related expenses associated with taking over and completing the Work.

(d) Subcontractor shall not have recourse, directly or indirectly, to the Town of Sahuarita or the Quail Creek Community Facilities District for the payment of any costs.

23. Dispute Resolution.

(a) CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT ALL CLAIMS, DEMANDS, ACTIONS, COUNTERCLAIMS AND CROSS-CLAIMS ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS SUBCONTRACT SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

(b) Subcontractor acknowledges that upon conveyance of completed Job to Owner, Owner issues a "1 Year Limited Warranty". Upon request by Contractor or Owner, Subcontractor agrees to participate in any mediation, arbitration or other dispute resolution proceeding conducted pursuant to the Limited Warranty.

CONTRACTOR'S INITIALS 

SUBCONTRACTOR'S INITIALS 

24. Assignment. Contractor shall have the right to assign its rights and interests under this Subcontract to any public authority, utility company, homeowners association or other person or entity without Subcontractor's consent, and Subcontractor agrees to perform its obligations under this Subcontract (including but not limited to its warranty obligations) for any such assignee. Subcontractor shall not assign or transfer this Subcontract without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment by Subcontractor without Contractor's consent shall be null and void and of no force or effect. Unless Contractor's written consent specifically provides otherwise, all of Subcontractor's duties and obligations hereunder shall be unaffected by any such assignment or transfer. Subcontractor shall not assign part or all of its right to receive payments pursuant to this Subcontract without Contractor's prior written consent, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment of part or all of Subcontractor's right to receive payments hereunder without Contractor's consent shall be null and void and of no force or effect, and the assignee in such case shall acquire no right against Contractor. In the event of any assignment of part or all of Subcontractor's right to receive payments hereunder, the same conditions precedent to Contractor's payment obligations to Subcontractor shall apply.

25. Indemnification. Subcontractor shall indemnify, defend and hold harmless Contractor and Owner, and the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents and trusts (collectively, the "Indemnified Parties") for, from and against any and all obligations, claims, damages, liabilities, liens, costs, charges, penalties, fines, insurance deductibles and self insured retention amounts, settlements, judgments and other losses and expenses suffered or incurred (collectively, the "Claims") resulting in whole or in part from, or arising out of, the performance of, or failure to perform, the Work covered by this Subcontract, or otherwise caused by any act, omission or negligence on the part of Subcontractor or its officers, agents, employees or Sub-subcontractors, whether sustained or asserted before or after completion of the Work or termination of this Subcontract, including but not limited to any and all Claims caused by the contributory negligence of Contractor, Owner or any of the other Indemnified Parties, and any and all Claims arising from the death or injury of an agent or employee of Subcontractor or any of the Indemnified Parties, and any and all Claims arising from damage to the property of Subcontractor or any of the Indemnified Parties, but excluding, with respect to an Indemnified Party any and all Claims caused by the sole negligence or willful misconduct of that Indemnified Party. The indemnifications set forth in this Paragraph shall include reasonable attorneys' fees, expert witness fees, consultant fees, costs and related expenses suffered or incurred by any of the Indemnified Parties in the investigation, defense, settlement or satisfaction of any Claim. Additionally, Subcontractor waives all rights against Contractor, Owner and the other Indemnified Parties for damages caused by fire or other perils (INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE NEGLIGENCE OF OWNER OR ANY OF THE OTHER INDEMNIFIED PARTIES). THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL APPLY WITH RESPECT TO EACH INDEMNIFIED PARTY EVEN IF THE EFFECT IS TO INDEMNIFY AND PROTECT THAT INDEMNIFIED PARTY FROM ITS OWN CONTRIBUTORY NEGLIGENCE OR THE CONTRIBUTORY NEGLIGENCE OF OTHER INDEMNIFIED PARTIES. BUT, THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL NOT APPLY TO INDEMNIFY AND PROTECT CONTRACTOR, OWNER OR ANY OTHER INDEMNIFIED PARTY FROM CLAIMS CAUSED BY ITS OWN SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

26. Payments.

(a) Submittal of Invoices and Payment. Invoices shall cover Work performed up to and including the dates specified for "Invoice Field Approval" on the Payment Schedule attached hereto as Exhibit "D" (the "Payment Schedule"). Subcontractor shall submit each invoice for payment to Contractor, with all required lien waivers, by the dates specified for "Invoice Submittal" on the Payment Schedule. Contractor shall pay Subcontractor the amount owing under this Subcontract, less any applicable withholding and retention, for invoices submitted by the applicable Invoice Submittal date by the dates specified as "Payment Dates" on the Payment Schedule, which shall, in all events, be within seven (7) days after Contractor has received the applicable payment from Owner.

(b) Conditions for Payment of Invoices. Contractor's obligation to pay any invoice shall be subject to the following conditions:

- (i) Contractor must have received an invoice consistent with the terms of this Subcontract;
- (ii) Contractor must have received with the invoice a conditional waiver and release on progress payment from Subcontractor and from all Sub-subcontractors (collectively, the "Lien Claimants"), through the last date included in the current invoice, in the form attached hereto as Exhibit "E-1";
- (iii) Contractor must have received with the invoice an unconditional waiver and release from Subcontractor and from all Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor;
- (v) Subcontractor's Work must have progressed to Contractor's complete satisfaction; and
- (vi) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(c) Conditions for Final Payment. Upon final completion of the Work, Subcontractor may submit an invoice for final payment (excluding payment of the retention amount, which is separately addressed in Paragraph 26(g)) to Contractor. Contractor's obligation to pay any invoice for final payment shall be subject to the following conditions:

- (i) Subcontractor's Work must have been completed to Contractor's complete satisfaction and Contractor must have accepted all of the Work pursuant to Paragraph 4;
- (ii) Contractor must have received with the invoice for final payment an unconditional waiver and release from Subcontractor and from all other Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for progress payment for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iii) Contractor must have received with the invoice for final payment a conditional waiver and release for final payment from Subcontractor and from all other Lien Claimants on the form attached hereto as Exhibit "E-3";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor; and
- (v) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(d) Right to Refuse Payment. Contractor may refuse to submit invoices to Owner (or, if invoices are submitted to Owner before Contractor discovers any of the following conditions, Contractor may withhold payments from Subcontractor) to such extent as Contractor deems necessary to protect Contractor from loss as a result of: (i) unsatisfactory job progress; (ii) defective Work or materials not remedied; (iii) disputed Work or materials; (iv) liens or other claims filed or reasonable evidence that a claim will be filed; (v) failure of Subcontractor or a Sub-subcontractor to make timely payments for labor, equipment and materials; (vi) damage to Owner or Contractor caused by Subcontractor or its Sub-subcontractors or their respective employees or agents; (vii) any breach of or Default under this Subcontract by Subcontractor; (viii) satisfaction of any claims by Contractor that are covered by Subcontractor's indemnities contained in this Subcontract; or (ix) reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price. Invoices not submitted to Owner for any of the reasons set forth above shall be submitted (and payments withheld from Subcontractor for any of the reasons set forth above shall be paid to Subcontractor) within a reasonable time after the reasons for not submitting the invoices (or the reasons for withholding payment, as applicable) are remedied by Subcontractor. Notwithstanding anything to the contrary herein, Contractor shall have no obligation to pay invoices until all required lien waivers are submitted to Contractor.

(e) Unconditional Lien Waivers After Final Payment. Immediately upon receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims against the Project are released for all of the Work through the date of final completion and that there are no disputed claims. In addition, within fifteen (15) days of Subcontractor's receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment from each Lien Claimant, in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims by Lien Claimants against the Project are released for all of the Work through the date of final completion and that there are no disputed claims.

(f) Withholding. If Contractor refuses to submit invoices to Owner or withholds payments from Subcontractor pursuant to Paragraph 26(d) above, Contractor may withhold an amount equal to Contractor's reasonable estimate of what Contractor expects to incur to correct the items plus an additional ten percent (10%).

(g) Retention. Contractor will deduct ten percent (10%) retention from each progress payment. The retention amount will be payable seven (7) days after the later of the following events, upon submittal of an invoice by Subcontractor: (i) final inspection and acceptance of the Work by Contractor in accordance with Paragraph 4, and (ii) delivery of all required unconditional lien waivers after final payment pursuant to Paragraph 26(e) above.

(h) Payments Do Not Constitute Acceptance. Any payments or any advances made to Subcontractor shall not be evidence of Subcontractor's performance of its obligations under this Subcontract either wholly or in part, and no payment, including final payment, shall be deemed an acceptance of any of the Work.

(i) Joint Checks. Contractor may, at its election and without the consent of Subcontractor, make any payments hereunder jointly to Subcontractor and any of its Sub-subcontractors; provided, however, prior to issuing such joint payments, Contractor shall provide notice to Subcontractor that it intends to issue payments hereunder jointly.

(j) Invoices Submitted After Sixty Days. Any invoices for payment under this Subcontract that are submitted to Contractor after sixty (60) days from completion of the Work will not be accepted by Contractor, and Contractor shall have no obligation to pay such charges.

27. Stop Work. Subcontractor shall not directly or indirectly stop any Work in the event of any claim, controversy or issue (including but not limited to those relating to any disputed invoice for payment, additional compensation or additional time). Subcontractor shall continue performance, under protest, pending resolution of all such claims, controversies, issues or withholdings unless specifically directed otherwise in writing by Contractor. Subcontractor agrees that its failure to continue performance of the Work pending resolution of any controversies, issues or withholdings shall be a "Default" under this Subcontract. If, notwithstanding the foregoing, Subcontractor is entitled to stop performance of the Work as permitted under any applicable Laws, Subcontractor shall provide written notice to Contractor at least three (3) days prior to the date on which Subcontractor intends to stop the Work. Any agreements made as a result of threats by Subcontractor to stop Work shall have no force or effect whatsoever.

28. Payment of Charges. Subcontractor shall pay any and all bills when due for all charges in connection with the Work, and failure to do so shall constitute a Default under this Subcontract. Subcontractor shall not allow any liens, stop notices or other encumbrances to be created or maintained against the Project, or any portions thereof, or any improvements, fixtures or property located therein. Within ten (10) days after demand from Contractor, Subcontractor shall furnish, at Subcontractor's sole cost, all statutory and other bonds necessary to release and discharge the Project, or any portions thereof, from any such liens and to result in the release of funds held in response to any stop notice or bonded stop notice. If Subcontractor fails to pay any or all of the charges associated with the Work as they become due, Contractor shall have the right, but not the obligation, to pay the charges in full or in part for the account of Subcontractor, either subject to Contractor's right of reimbursement from Subcontractor or from any funds Contractor owes to Subcontractor, or both.

29. Cleaning Up. At all times during the course of the Work, Subcontractor, at its cost and expense, shall keep the Work site and surrounding area free from waste materials, debris or rubbish caused by or resulting from the Work. If Subcontractor fails to comply with the foregoing obligation within one (1) business day after receiving notice from Contractor to do so, Contractor may take such actions as Contractor deems reasonably appropriate to cure Subcontractor's failure, and Subcontractor shall be liable for all costs associated with the actions taken by Contractor.

30. Signage on the Work Site. Subcontractor shall not place any building or sign on the Work site without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion.

31. Written Notice. Any and all notices, approvals, payments, consents or other communications required or permitted under this Subcontract shall be deemed to have been received upon actual receipt or three (3) days after deposit in the United States mail, postage prepaid, to the respective parties at the addresses set forth below the parties' signatures herein or to such other addresses as the parties may from time to time designate in writing by notice given in a like manner.

32. Severability. If any term, condition or provision of this Subcontract is declared illegal, invalid or unenforceable for any reason, the remaining terms, conditions and provisions shall, to the extent permitted by law, remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

33. No Waiver; Amendment. The waiver by Contractor or Subcontractor of any term or provision of this Subcontract shall not constitute a waiver of any other term, condition or provision of this Subcontract, or the future application of any term, condition or provision of this Subcontract, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Subcontract may only be amended by a written agreement executed by Contractor and Subcontractor.

34. Independent Contractor. Subcontractor is an independent contractor with respect to the Work and is not serving as the employee or agent of Contractor or Owner. Nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Subcontractor has sole authority and responsibility to employ, discharge and otherwise control its employees, and Subcontractor's employees are not, and shall not be deemed to be, employees of Contractor. Neither party shall have the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party, and nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties.

35. Computation of Periods. All time periods referred to in this Subcontract shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Subcontract falls on a Saturday, Sunday or a holiday observed by the State of Arizona, the act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or holiday observed by the State of Arizona.

36. Entire Agreement.

(a) This Subcontract, when duly signed by Contractor and Subcontractor, shall bind, and inure to the benefit of, Contractor and Subcontractor, their heirs, personal representatives, successors and permitted assigns, as of the date first above written. This Subcontract (including the exhibits and addenda attached hereto) constitutes the entire agreement between Contractor and Subcontractor with respect to the Work, and supercedes and cancels all previous understandings or agreements between Contractor and Subcontractor with respect to the Work, whether written, oral or implied.

(b) The following addenda, exhibits and attachments are incorporated in this Subcontract as though fully set forth herein, including but not limited to any addenda, exhibits and attachments that are not referenced elsewhere in this Subcontract. The following is a list of exhibits and addenda attached hereto:

Exhibit "A"	List of Plans and Specifications
Exhibit "B"	Subcontract Price
Exhibit "C"	Progress Schedule
Exhibit "D"	Payment Schedule
Exhibit "E-1"	Form of Progress Payment Conditional Lien Waiver
Exhibit "E-2"	Form of Progress Payment Unconditional Lien Waiver
Exhibit "E-3"	Form of Final Payment Conditional Lien Waiver
Exhibit "E-4"	Form of Final Payment Unconditional Lien Waiver
Exhibit "F"	Bid and Construction Requirements Letter
Addendum "I"	Insurance Requirements
	Bid Proposal
	Tax Exempt Certificate

In the event of any inconsistency between the numbered paragraphs of this Subcontract and the exhibits and addenda to this Subcontract, the provisions of the exhibits and addenda shall prevail.

37. Termination.

(a) With Cause. Contractor shall have the right to terminate this Subcontract upon written notice to Subcontractor if (i) Subcontractor fails to comply with the insurance requirements set forth on Addendum "I"; (ii) Subcontractor, in performance of the Work, jeopardizes the health, safety or welfare of persons or property; or (iii) Subcontractor abandons the Work in violation of Paragraph 27 of this Subcontract. Any such termination shall be effective immediately or upon such later date as is specified in the notice. With respect to any other Default, Contractor shall have the right to terminate this Subcontract if, within two (2) days after Contractor delivers a written notice to Subcontractor specifying a Default by Subcontractor under this Subcontract, Subcontractor fails to cure the specified Default to Contractor's satisfaction.

(b) Without Cause. In addition to Contractor's right to terminate this Subcontract for cause, Contractor shall have the right to terminate this Subcontract without cause and for any reason upon at least seven (7) days prior written notice to Subcontractor. Upon termination, Contractor shall take possession of all Work in progress, including all materials, supplies, and goods at the Work site or in transit, and Subcontractor shall assign to Contractor all subcontracts and purchase orders requested by Contractor. Upon receipt of a notice of termination, Subcontractor shall stop all Work on the date specified in the notice, and use its best efforts to minimize the costs of terminating the Work. In the event of any such termination (other than a termination as a result of a Default by Subcontractor), Contractor shall pay Subcontractor the pro rata portion of the Subcontract Price that Contractor in good faith determines is reasonably allocable to the Work performed prior to the date of termination, plus any bona fide additional costs reasonably incurred by Subcontractor in good faith prior to the date of termination.

38. Represented by Counsel. Subcontractor has had the opportunity to review, understand and negotiate this Subcontract and to be represented by its own independent legal counsel with respect to the same.

39. Headings and Capitalized Terms. The headings and capitalized terms contained in this Subcontract are for convenience of reference only and shall not, in any way, limit or otherwise affect the meaning or interpretation of this Subcontract.

40. Interpretation. This Subcontract shall be construed in accordance with its plain meaning, and it shall not be more strictly construed against Contractor because Contractor drafted this Agreement.

41. Counterparts. This Subcontract may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one contract. A signed facsimile copy of this Subcontract shall have the same, binding effect as a signed original.

42. Time is of the Essence. TIME AND FAITHFUL PERFORMANCE OF ALL PROVISIONS HEREOF ARE OF THE ESSENCE OF THIS CONTRACT.

CONTRACTOR

ROBSON RANCH ARIZONA CONSTRUCTION COMPANY,
an Arizona corporation

By: _____

Its: Vice President, Land Development

Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 480-895-0799

Contact: Tom Fetterly @ Quail Creek
520-393-5810

SUBCONTRACTOR

O'LEARY CONSTRUCTION INC.

By: _____

Its: Vice President

Address: 3262 E 44th Street

Phone: 520-798-3220

Contact: Paul McGill

License # 088917A

Exhibit "A"

Plans By B & R Engineering

1. Approved Quail Creek Community Facilities district Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans, job # 988017, dated 11/06.

EXHIBIT "C"

PROGRESS SCHEDULE

The Work shall begin no later than April 12, 2007, and shall be completed no later than October 1, 2007.

Exhibit "D"

**Land Development
CONTRACTOR PAY SCHEDULE FOR 2007**

WORK COMPLETED THROUGH GL DATE	INVOICES RECEIVED BY	CHECKS AVAILABLE BY
1/31/2007	2/6/2007	2/22/2007
2/28/2007	3/6/2007	3/19/2007
3/31/2007	4/5/2007	4/23/2007
4/30/2007	5/4/2007	5/21/2007
5/31/2007	6/6/2007	6/18/2007
6/30/2007	7/6/2007	7/23/2007
7/31/2007	8/6/2007	8/20/2007
8/31/2007	9/6/2007	9/24/2007
9/30/2007	10/4/2007	10/22/2007
10/31/2007	11/6/2007	11/19/2007
11/30/2007	12/6/2007	12/17/2007
12/31/2007	1/7/2008	1/21/2008

EXHIBIT "E-1"

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No.: _____

On receipt by the undersigned of a check from _____
in the sum of \$ _____ payable to _____
(Amount of Check) (Maker of the check)
(Payee of Payees of check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of _____ located at _____
(Contractor) (Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment of materials furnished to the job site or to _____ through _____ only and does not
(Person with whom undersigned contracted) (Date)
cover retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

-The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Company Name)
By: _____
(Signature)

(Title)

EXHIBIT "E-2"

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No: _____

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment or material furnished to the job site or to _____ on the job of _____
(Contractor) (Contractor)
located at _____ and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,
(Job Description)

any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to _____ through _____
(Person with whom undersigned contracted) (Date)

only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Company Name)
BY _____
(Signature)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

EXHIBIT "E-3"

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No: _____

On receipt by the undersigned of a check from _____ in the sum of \$ _____
(Maker of Check) (Amount of Check)

payable to _____ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this
(Payee or Payees of Check)

document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position the undersigned has on the job of _____ located at _____
(Contractor) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the job site or to _____ except for disputed claims in the amount of \$ _____
(Person with whom undersigned contracted)

Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

EXHIBIT "E-4"

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No: _____

The Undersigned has been paid in full for all labor, services, equipment or material furnished to the job site or to

_____ on the job of _____
(Person with whom undersigned contracted) (Contractor)

located at _____ and does hereby waive and release
(Job Description)

any right to Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except

for disputed claims for extra work in the amount of \$ _____.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

EXHIBIT "F"
Bid/Construction Requirements Campbell Ave. CFD

General:

1. Address all bids to: **Robson Ranch Arizona Construction Company**
904 N. Quail View Loop
Green Valley, AZ 85614
2. Include in each bid package the PROJECTED TIME for COMPLETION of EACH SEGMENT of CONSTRUCTION.
3. Prices on Bids/Contracts to remain FIRM Through 9/30/07. "Any price increase after this date will be for material only (back up will be required).
4. All Subcontractors are RESPONSIBLE FOR ANY DAMAGE to EXISTING IMPROVEMENTS during their phase of construction.
5. All Subcontractors to do quantity take off to check plan quantities, as plan quantities are listed as a courtesy.
6. Contractor will request the Subcontractor obtain the necessary permits. The Subcontractor will be reimbursed the cost of the permits by the Contractor.
7. Pollution control will be the Subcontractors responsibility.
8. Subcontractor is responsible for satisfying engineer if there is any discrepancy between staking and plans prior to construction, or the Subcontractor will be responsible for correcting the situation at their own expense.
9. If Subcontractor bids "Lump Sum"; "All Individual Bid Items"; "Quantities" and "Unit Costs" must accompany bids. All payments will be made by Unit Cost.
10. Any special bid requirements from a governing agency or utility company will take precedence.
11. Subcontractor is responsible for scheduling inspections, staking and soils testing through the engineer, governing agency and/or Contractor as agreed to before the project begins.
12. Necessary safety devices, traffic control measures and temporary barricades shall be furnished by the subcontractor.
13. Subcontractor shall not backfill trenches until the Contractor's engineer has obtained as-builts in the areas such as, but not limited to, street crossings, other conflict areas and/or any requirements of the governing agencies.
14. Copies of all bonds, to be provided as part of bid, will be held by owner together with name and address of bond agent.
15. Provide numbers of all applicable government licenses necessary for this project.
16. The Subcontractor's Federal Employer Identification Number or Social Security Number, for all unincorporated contractors, must be on file with the Contractor's office.

General "Drainage" Specifications:

1. Bid all inlets, structures, piping, headwalls, handrail, etc., as shown on plans.

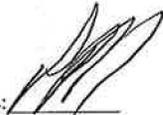
Subcontractor's Initials: 

EXHIBIT "F"
Bid/Construction Requirements Campbell Ave. CFD

General "Concrete" Specifications:

1. Bid all concrete items as shown on plans. Include a Unit Price for any sidewalks or mail box slabs.
2. Include all removals and haul-offs in bids.
3. All clean-up will be completed before final city inspection.
4. Right of Way and Curb Grading is to be included in bid and will be completed to the satisfaction of the owner's representative.
5. Subcontractor will be responsible for making sure no damage was created to the sewer, water or utility system during this phase of construction. This includes dirt in sewer lines.
6. Subcontractor is responsible to reset any sewer or water marker locations disturbed during this phase of construction.
7. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.
8. All valley gutters to be poured at 4,000 psi with fibermesh.

Miscellaneous:

1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

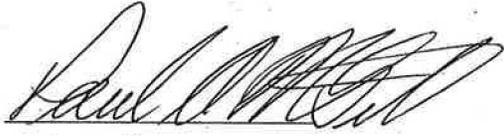
Construction to begin approximately: 4/12/07

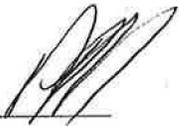
Should you have any questions, please call me @ 520-393-5816

Contractor:
Robson Ranch Arizona Construction Co.
9532 E. Riggs Road
Sun Lakes, AZ 85248

By: 
Tom Fetterly
Project Manager
Robson Ranch Arizona Construction Co.

Subcontractor:

By: 
Title: VICE PRESIDENT
(Principle or Authorized Agent)

Subcontractor's Initials: 

ADDENDUM "1"

INSURANCE REQUIREMENTS OF SUBCONTRACTOR

(for use with Subcontractors Not enrolled in the Wrap-up Program)

Prior to commencing work for Contractor and throughout the subcontract period, Subcontractor shall comply with all of the following insurance requirements. Subcontractor shall cause all Sub-subcontractors it uses in performance of the Work to comply with these requirements as well:

1. Subcontractor and each Sub-subcontractor must provide Contractor with Certificates of Insurance evidencing the following minimum coverages and limits:
 - a. Commercial General Liability Insurance
\$1,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate

The CGL Insurance must include contractual liability insurance applicable to the subcontract or sub-subcontract agreement and must contain no explosion, collapse or underground work exclusions.

- b. Automobile Liability Insurance
\$1,000,000 C.S.L. Each Accident

Auto Liability Insurance must cover all owned, non-owned and hired autos.

- 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 limits of not less than the statutory limits for any one occurrence and employer's liability insurance shall have limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
2. Each Certificate of Insurance shall provide Contractor 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.
3. Each Certificate of Insurance issued on the Subcontractor's and Sub-subcontractor's General Liability policies must be accompanied by a copy of an endorsement issued by the insurer verifying that:
 - a. Contractor, Robson Communities, Inc., and their respective subsidiaries, affiliates, employees and agents are included as additional insureds.
 - b. The insurance provided by the Subcontractor and Sub-subcontractor to the above additional insureds constitutes primary coverage with respect to any other insurance that those additional insureds may have available to them.
4. All non-governmental insurers by the Subcontractor and Sub-subcontractors must be rated "A-/V" or better in the most current edition of Best's Insurance Reports.

O'LEARY CONSTRUCTION, INC.

3262 EAST 44TH STREET
 TUCSON, ARIZONA 85713-5243
 (520) 798-3220 / Fax: (520) 798-0740
 Lic. # 088917 A

PROPOSAL SUBMITTED TO ROBSON RANCH AZ CONSTRUCTION, CO.		PHONE (520) 393-5800	DATE 4/5/2007
STREET 2175 QUAIL CROSSING BLVD.		JOB NAME CAMPBELL AVENUE PHASE III	
CITY, STATE AND ZIP CODE GREEN VALLEY, AZ 85614		JOB LOCATION QUAIL CORSSING BLVD & CAMPBELL AVE	
TOM FETTERLY	FAX 393-5809		

INCLUDES:

CONCRETE / DRAINAGE WORK:

\$ 325,095.00

Mobilization	Lump Sum	\$ 1,000.00	\$ 1,000.00
Demo Curb	990 Lf	\$ 7.00	\$ 6,930.00
Demo Catch Basin & Pipe	1 Ea	\$ 1,350.00	\$ 1,350.00
Scuppers	13 Ea	\$ 4,120.00	\$ 53,560.00
Vertical Curb	9390 Lf	\$ 12.70	\$ 119,253.00
Driveway apron	2 Ea	\$ 1,875.00	\$ 3,750.00
Handicap Ramps	8 Ea	\$ 1,350.00	\$ 10,800.00
Common Area Sidewalk	34070 Sq ft	\$ 3.60	\$ 122,652.00
Sawcut Asphalt	1000 Lf	\$ 2.00	\$ 2,000.00
Rough grade median	Lump Sum	\$ 2,800.00	\$ 2,800.00
Barricades	Lump Sum	\$ 1,000.00	\$ 1,000.00

SUBTOTAL BASE BID: \$ 325,095.00

Please Initial: 
 O'LEARY CONSTRUCTION, INC.

Please Initial: _____
 ROBSON RANCH AZ CONSTRUCTION, CO.

EXCLUSIONS

- | | |
|--|---|
| 1) Bond (available upon request) | 13) After cut compaction |
| 2) Tax | 14) Bridges, excavation for, backfill fo & any related work |
| 3) Permits & Fees (See Clauses) | 15) Asbuilts |
| 4) Surveying | 16) More than one mob per each phase of work (____ # of |
| 5) Testing | 17) Handling hazardous material or waste |
| 6) Structural ex or backfill of other subs work | 18) Handling unforeseen conditions or obstructions |
| 7) Fine or landscape grading | 19) Handling items to be salvaged |
| 8) Hydro-seeding / Re-vegetation | 20) Handling other subs spoil, debris or patching |
| 9) Barbed wire fence & gate | 21) Any re-grading after initial earthwork |
| 10) Import, export or handling thereof | 22) Relocation of existing utility lines or conflicts with |
| 11) Storm water pollution prevention installation, maintenance & inspections (See Clauses) | 23) Any work on sheets not specifically mentioned in this plans specs |
| 12) Shoring or bracing existing utilities | 24) Any items not specifically mentioned in inclusions |

CLAUSES:

- 1) Any native plants that are to be salvaged shall be removed by others from the work area prior to commencement of project work by O'Leary Construction, Inc.
- 2) O'Leary Construction, Inc. reserves the right to perform test excavation before acceptance of this proposal if so desired
- 3) Base bid is submitted as a total package.
- 4) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 5) Any potential back charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days
- 6) Stockpile excess material generated from work on-site.
- 7) Soils report not available at time of bid.
- 8) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 9) If at the time of construction, material & fuel costs increase due to the volatile market, such increases will be added to the contract value, plus 10%.
- 10) All onsite materials useable in fills without screening or sizing.
- 11) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 12) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.
- 13) Proposal based on the following plans only-Grading, Sewer, Water, TEP, Paving, Tentative Plat.

TERMS:

- 1) Invoiced on the 15th & 30th, due in 15 days.

RETENTION:

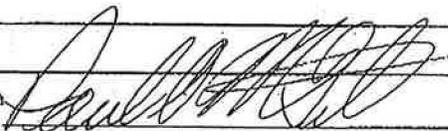
- 1) Invoice will be submitted and due 30 days from completion of project work by O'Leary Construction, Inc.

The Proposer hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:
THREE HUNDRED TWENTY FIVE THOUSAND NINETY FIVE DOLLARS & 00/100 \$ **325,095.00**

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature



Note: This proposal may be **30** days withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Upon signing, this proposal becomes contractual. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

TITLE

DATE OF ACCEPTANCE

Please initial and complete one of the following:

____ I understand that by executing this certificate to O'Leary Construction, Inc. I declare that I am the prime contractor on the above mentioned project pursuant to ASR#42-1310-18D. Under law, by this declaration, I assume all liability for any and all transaction privilege tax due on such contracting activity.

Transaction Privilege Lic. # _____

Taxpayer I.D. # _____

AZ Contractor's Lic. # _____

OR:

____ I am the owner and/or do not have a Transaction Privilege License. Please add tax at time of billing.

Total cost including tax \$ _____



**Arizona Department of Revenue
Prime Contractor's Certificate**

**ARIZONA FORM
5005**

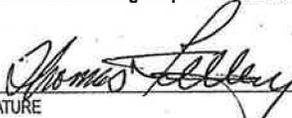
The purpose of this form is to provide a subcontractor with the validation required for tax exemption of a particular project, for a period of time, or until revoked. This certificate establishes responsibility for the transaction privilege tax; therefore, it must be completed by the prime contractor assuming the contracting transaction privilege tax liability for the contracting project(s). The asterisked (*) items must be completed, otherwise the certificate is not valid. The Department may disregard this certificate pursuant to ARS § 42-5075.E if the certificate is incomplete or erroneous. If disregarded, the entity accepting the certificate (subcontractor) will have the burden of proving (pursuant to ARS § 42-5075.D), that it is not subject to transaction privilege tax as a taxable prime contractor.

A. Prime Contractor	
* NAME: Robson Ranch Arizona Const. Co.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 9532 E. Riggs Rd.	10186758-N
Sun Lakes Az. 85248	AZ Contractor License #: 190585A
	Telephone #: 480-895-0799

B. Subcontractor	
* NAME: O'Leary Construction Inc.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 3262 E 44th Street	
Tucson, Az. 85713-5243	AZ Contractor License #: 088917A
	Telephone #: 520-798-3220

C. Type of Certificate (check one and provide requested information)		
<input type="checkbox"/> Single Project Certificate PROJECT DESCRIPTION <hr/> <hr/> <hr/> <hr/> <hr/>	OR	
		<input checked="" type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information).
		<input type="checkbox"/> Period From: _____ Through: _____
		<input checked="" type="checkbox"/> Until revoked
		<input type="checkbox"/> Specific Exceptions: _____ _____
** (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)		

I hereby certify that I have authority to sign this Certificate on behalf of Prime Contractor. I understand that by executing this Certificate, Prime Contractor is assuming the prime contracting transaction privilege tax liability applicable to the above referenced project(s).



SIGNATURE

Project Manager, Land Development

TITLE

Thomas Fetterly

PRINT NAME

4/12/07

DATE SIGNED

O'LEARY CONSTRUCTION, INC.

3262 E. 44TH STREET
TUCSON, AZ 85713
(520) 798-3220 FAX (520) 798-0741
LICENSE #088917 A

Notice of Change of Work

Date: May 3, 2007

O'Leary Job No: # 1706

Change Order No: /

To: Robson Ranch AZ Construction
904 N. Quail View Loop
Green Valley, AZ 85614

Attn: Tom Fetterly

Project: Campbell Avenue - Phase III

You are hereby authorizing performance of the following work as an addition to the original contract.

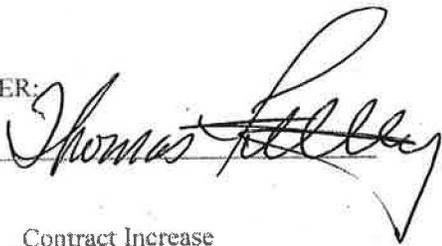
INSTALL 6" SLEEVES

8 ea Crossing 70' Long at +/- 500 Intervals
560' x \$6.15 = \$3,444.00

Change Order Amount: \$3,444.00 + tax

This change order will be billed with the regular contract billing.

OWNER:

BY: 

O'LEARY CONSTRUCTION, INC.

BY: 

Contract Increase
 Contract Decrease

O'LEARY CONSTRUCTION, INC.

3262 E. 44TH STREET
TUCSON, AZ 85713
(520) 798-3220 FAX (520) 798-0740
LICENSE #088917 A

OK

Notice of Change of Work

Date: May 3, 2007

O'Leary Job No: # 1706

Change Order No: 2

To: Robson Ranch AZ Construction
904 N. Quail View Loop
Green Valley, AZ 85614

Attn: Tom Fetterly

Project: Campbell Avenue - Phase III

You are hereby authorizing performance of the following work as an addition to the original contract.

ADD SCUPPER

At STA# 71+00

Scupper	1 ea x	\$4,120.00 =	\$4,120.00
Handrail	10 ft x	\$ 30.00 =	\$ 300.00
Rip Rap	12 sy x	\$ 36.55 =	\$ 439.00
TOTAL			\$4,859.00

Change Order Amount: \$ 4,859.00 + tax

This change order will be billed with the regular contract billing.

OWNER:

BY: *Thomas Fetterly*

O'LEARY CONSTRUCTION INC

BY: *[Signature]*

Contract Increase
 Contract Decrease



June 6, 2007

Mr. Paul McGill
O'Leary Construction Inc.
3262 E 44th Street
Tucson, AZ 85713-5243

RE: Notice To Proceed-Campbell Ave. Phase 4

Dear Paul,

This letter is your notice to proceed on Campbell Avenue Phase 4 Paving and Drainage work as a Quail Creek Community Facilities District Project. Contracts are being prepared and will be forwarded to you soon. Please contact me at 393-5816 so that we may discuss the project schedule and details.

Yours truly,

Tom Fetterly
Project Manager Quail Creek Land Development

U:\DATA\WORD\Notice to Proceed\CFD Campbell Ph 4.doc



Robson Communities

Master-Planned Resort Living For Active Adults

July 11, 2007

Paul McGill
O'Leary Construction, Inc.
3262 E. 44th Street
Tucson, AZ 85713

Re: Campbell Avenue Phase 4 CFD Paving & Sewer

Dear Mr. McGill:

Enclosed for your files is the executed original for the above subcontract.

At your earliest convenience, please provide our office with the insurance certificate as required in the attached Addendum #1.

We look forward to working with you on this project. If you have any questions about the contract or billing procedures, please contact Tom Fetterly at 520-393-5816.

Very truly yours,

Kenneth A. Marks
Vice President Land Development

Encl.
KAM/sw

cc: Tom Fetterly, w/encl.

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of May 10, 2007 by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'LEARY CONSTRUCTION INC. ("Subcontractor"), for construction of that certain CAMPBELL AVE PHASE 4 CFD PAVING & DRAINAGE (the "Work") generally located within Quail Creek Resort Community in Sahuarita, Arizona (the "Project"). Contractor and Subcontractor agree as follows:

1. Agreement to Perform Work in Accordance with Plans. Subcontractor shall provide all labor, materials, equipment, tools, machinery and other services necessary to execute all of the Work in a timely, professional and workmanlike manner in accordance with the plans and specifications described on Exhibit "A" of this Subcontract (the "Plans and Specifications").
2. Standard of Performance. Subcontractor shall perform all Work in a neat, professional, good and workmanlike manner in accordance with the best practice of the industry and in conformity with this Subcontract and the Plans and Specifications, as determined by the Contractor. All labor and materials furnished by Subcontractor shall be new and of first class quality.
3. Governmental Approvals. Subcontractor is responsible for arranging inspection and approval of the Work by all necessary governmental authorities and utility companies. If Subcontractor's Work fails to pass inspection, Subcontractor shall pay all expenses for any required re-inspections. No portion of the Work will be deemed completed until final inspection and approval of that portion of the Work by any required government authorities and utility companies. Inspection and approval by all applicable government authorities and utility companies shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract.
4. Inspection and Approval by Contractor. No portion of the Work will be deemed completed until that portion of the Work receives final inspection approval by Contractor, to Contractor's complete satisfaction. If Contractor rejects all or any portion of the Work as defective or failing to conform to this Subcontract or the Plans and Specifications, Subcontractor, at its cost and expense, promptly shall repair, replace or otherwise correct the defective or nonconforming Work to Contractor's complete satisfaction. Contractor's decision shall be final in the event of any dispute as to workmanship or as to quality or quantity of materials included in the Work. Inspection and approval by Contractor shall not constitute conclusive evidence that the Work has been completed in accordance with this Subcontract and the Plans and Specifications. Without limiting the generality of the previous sentence, inspection and approval by Contractor shall not eliminate or in any way alter the representations and warranties of Subcontractor set forth in this Subcontract, including but not limited to the warranty set forth in Paragraph 10.
5. Licenses. Subcontractor represents and warrants that Subcontractor has and shall maintain a proper and valid contractor's license in good standing, in conformity with Arizona requirements and the requirements of any other jurisdiction where any part of the Work is performed. Subcontractor covenants that any Sub-subcontractors (as defined in Paragraph 12) used by Subcontractor will be licensed contractors in good standing with the State of Arizona Registrar of Contractors. Subcontractor represents and warrants that Subcontractor is fully qualified to perform the contracted Work. Subcontractor acknowledges that Contractor will rely on the foregoing representations and warranties. Unless otherwise instructed in writing by Contractor, Subcontractor agrees that it shall secure and maintain all licenses required to perform the Work.
6. Staking. Contractor shall provide normal construction staking standard to the trade. Maintenance of stakes is Subcontractor's responsibility. Any additional construction stakes or re-staking required as a result of loss or damage to stakes caused by Subcontractor shall be paid for by Subcontractor.
7. Familiarity with Site. Subcontractor acknowledges that it has visited and inspected the job site prior to executing this Subcontract and is familiar with conditions relating to the contracted Work.
8. Subcontract Price.
 - (a) Subcontractor shall perform the Work for the amounts itemized on Exhibit "B" attached to this Subcontract (the "Subcontract Price"), which constitute the total compensation payable to Subcontractor for the Work. Without limiting the provisions of Exhibit "B", the Subcontract Price includes all labor, services and materials associated with the Work (including but not limited to any costs associated with delivery and storage of materials to be used in the Work).
 - (b) Unless Subcontractor is otherwise instructed by Contractor, Contractor shall obtain, and pay all fees and costs associated with, all permits required by federal, state and local governmental entities in connection with the Work. If Subcontractor is required to obtain any permits in performance of the Work, Contractor shall reimburse Subcontractor the cost of such permits. Contractor shall pay all applicable state and local transaction privilege taxes. Subcontractor shall pay all transportation taxes and all contributions and taxes associated with the employment of Subcontractor's employees (including but not limited to social security and unemployment taxes).
9. Labor and Materials. All labor and materials furnished by Subcontractor in performance of the Work are deemed included within the Subcontract Price, regardless of whether the labor and materials were specifically required in carrying out this Subcontract and/or the Plans and Specifications. Subcontractor shall provide, as part of the Work and included in the Subcontract Price, all items normally provided by those in Subcontractor's trade in addition to items specified in this Subcontract.
10. Warranty; Corrections and Repairs.
 - (a) Subcontractor warrants to Contractor that all materials and permanently installed equipment furnished as part of the Work shall be new and of first class quality, that the Work shall be of first class quality, that the Work shall be performed in accordance with the requirements of this Subcontract and the Plans and Specifications, and that the Work shall be free from defects in materials or workmanship. In addition to all other rights and remedies available to Contractor, if any part of the Work is defective or not in conformity with the Plans and Specifications and/or this Subcontract, upon receipt of a written notice from Contractor to that effect, Subcontractor shall replace or repair the defective or nonconforming Work to Contractor's complete satisfaction to comply with the requirements of this Subcontract and the Plans and Specifications. Subcontractor shall bear all costs of such replacement or repair, including all costs incidental thereto, without cost to Contractor, or the developer of the Project, Robson Ranch Quail Creek, LLC, a Delaware limited liability company ("Owner"), or any of their respective successors-in-interest. If Subcontractor fails to replace or repair the defective or nonconforming Work within a reasonable time pursuant to the foregoing sentence, Contractor may engage other help to replace or repair the defective or nonconforming Work, and Subcontractor shall be liable for the costs associated therewith.

(b) All warranties procured by Subcontractor from manufacturers or suppliers of materials or equipment contained in the Work and all warranties procured by Subcontractor from its Sub-subcontractors must be assignable to Contractor, to Owner and to each subsequent owner of the Work, and shall be deemed automatically assigned and provided to Contractor when the Work is completed. Upon completion of the Work, all warranties and guarantees by Subcontractor and its Sub-subcontractors shall remain in effect as warranties and guarantees to Contractor but also shall be deemed to be extended to, assigned to, and inure to the benefit of, Owner and any successor-in-interest to Owner.

(c) Nothing contained herein shall be deemed to limit any statutory or implied warranties, or any other rights or remedies of Contractor, Owner or any other party. The covenants and warranties set forth in this Paragraph 10 are in addition to all other rights, remedies and warranties available under applicable Laws (as defined in Paragraph 18).

11. Progress Schedule. Subcontractor shall perform the contracted Work in as expeditious and rapid manner as possible, without compromising the first class quality required by this Subcontract. Subcontractor shall complete the Work according to the "Progress Schedule" attached to this Subcontract as Exhibit "C", which may be accelerated or otherwise modified by Contractor from time to time in its discretion. If Contractor modifies the Progress Schedule, Subcontractor shall perform its Work in accordance with the modified Progress Schedule, and Subcontractor hereby releases and discharges Contractor from any liability for damages that may be caused or sustained by Subcontractor by reason of any such changes, including but not limited to any delays in the Work caused by such changes.

12. Sub-Subcontractors.

(a) When requested by Contractor, Subcontractor promptly shall provide to Contractor, in writing, the names, addresses and telephone numbers of all individuals and entities (each, a "Sub-subcontractor") that Subcontractor has contracted (or intends to contract) with or has requested (or intends to request) to provide labor, materials, supplies, or other goods or services in connection with the Work. Contractor shall have the right to object to the use of any Sub-subcontractor in performance of the Work, in which case that Sub-subcontractor shall not be used in performance of the Work. If Contractor has requested the names of each Sub-subcontractor, Subcontractor shall make no substitution for any listed Sub-subcontractor, nor add any Sub-subcontractor to the list, without the prior written consent of Contractor. Contractor also shall have the right to request a copy of any sub-subcontract that Subcontractor has entered into with a Sub-subcontractor.

(b) The subcontracting of all or any part of the Work by Subcontractor shall not relieve Subcontractor of any of the obligations or conditions of this Subcontract. As between the parties hereto, each Sub-subcontractor shall be considered the agent of Subcontractor. The acts and omissions of each Sub-subcontractor and all persons either directly or indirectly acting for it shall be deemed to be the acts and omissions of Subcontractor, and Subcontractor shall remain liable and responsible to Contractor hereunder as if no sub-subcontract had been made.

(c) Nothing contained in this Subcontract (including but not limited to any payment of sums by Contractor directly to a Sub-subcontractor pursuant to Paragraph 28 this Subcontract) or in any other agreement with a Sub-subcontractor shall create any contractual relationship between Contractor and any Sub-subcontractors or create any obligation on the part of Contractor to pay, or to see to the payment of, any sums to any Sub-subcontractor.

(d) In each agreement with a Sub-subcontractor, Subcontractor shall provide that if this Subcontract is terminated as a result of Subcontractor's "Default" hereunder (as defined in Paragraph 22), each such sub-subcontract agreement shall, at Contractor's option, remain in full force and effect. If, at Contractor's option, a sub-subcontract agreement remains in full force and effect, Contractor shall be entitled to all performances thereunder, provided Contractor honors Subcontractor's payment obligations thereunder (subject to the provisions of this Subcontract regarding payment).

(e) Each Sub-subcontractor shall agree that, upon full or partial payment of the sums due to it, it shall deliver to Contractor and Owner lien waivers in accordance with this Subcontract.

13. Subcontractor's Employees. Subcontractor shall maintain strict discipline among its employees and shall not employ any person unfit or without sufficient skill to perform the contracted Work. At all times during performance of the Work, Subcontractor shall maintain at the Work site a competent supervisor or foreman to oversee the performance of the Work and, for purposes of communication and safety at the Work site, at least one employee who speaks fluent English.

14. Cooperation with Other Subcontractors. Subcontractor agrees not to hinder or delay other contractors from proceeding with their work and will work in harmony with them in achieving Contractor's objectives for the Project. Subcontractor shall take appropriate precautions to protect the work of other subcontractors from damage or delay caused by Subcontractor's Work. Any damage by Subcontractor or its employees to work or property of other subcontractors will be repaired or replaced at Subcontractor's expense.

15. Protection of Existing Improvements and Subcontractor's Work.

(a) Subcontractor agrees to protect all existing utilities and improvements from damage as a result of Subcontractor's Work. Any damage to existing improvements or utilities resulting from Subcontractor's Work shall be repaired or replaced at Subcontractor's expense in adherence to utility company or other applicable standards. Subcontractor agrees that it is responsible for the protection of its Work, and all materials not yet incorporated into the Work, until final completion and acceptance of the Work by Contractor. Subcontractor, at its sole cost and expense, shall repair or replace any damage caused by Subcontractor to the Work, or materials not yet incorporated into the Work, that occurs prior to final acceptance by Contractor.

(b) If any materials are delivered or otherwise furnished to Subcontractor by any third-party, including but not limited to materials delivered or furnished by Contractor, Owner, or their suppliers or subcontractors, Subcontractor shall become responsible for all such materials upon delivery to Subcontractor and shall pay any storage charges after delivery. Furnished materials lost or damaged after delivery to Subcontractor shall be replaced by, or at the expense of, Subcontractor.

16. Notification of Faulty Workmanship. If Subcontractor observes or otherwise becomes aware of defective, faulty or sub-standard work by other subcontractors, Subcontractor promptly shall provide notice to Contractor. If Subcontractor fails to notify Contractor and knowingly performs contracted Work over faulty workmanship of other subcontractors, Subcontractor shall be responsible for replacing or repairing its own Work as necessary, at no charge to Contractor.

17. Quality Control Inspections and Meetings. Contractor shall have the right, but not the obligation, to conduct periodic quality control inspections throughout the duration of the Work. Contractor shall have the right, but not the obligation, to hold formal meetings to discuss the progress and conduct of the Work throughout the duration of the Work. Subcontractor agrees to have a supervisor attend the meetings when requested by Contractor. The content of the foregoing meetings may include, but need not be limited to: (a) discussions of the progress of the Work; (b) Subcontractor's suggestions regarding any improvements that would enhance Work

operation or aesthetic value or reduce costs; (c) Subcontractor's presentation of any issues that impair proper performance of, or may in the future impair proper performance of, the Work; and (d) Subcontractor's suggested corrections with respect to any areas of contracted Work where Subcontractor believes incorrect decisions or designs have been made, together with suggested methods to correct the problem and estimated costs associated with the corrections. While these quality control inspections and meetings are designed to improve job efficiency and reduce callbacks and corrective costs, proper performance of these procedures shall not relieve Subcontractor of its warranty or other obligations under this Subcontract.

18. Compliance with Laws. Subcontractor agrees to do the Work in conformity with all city, county, state and federal laws and regulations, as amended from time to time, including but not limited to those relating to taxes, social security, unemployment, worker's compensation, wages, occupational health and safety, discrimination, land use, waste disposal, air, water, groundwater, storm water discharge, dust control, endangered species, environmental contamination, toxic wastes, hazardous substances, oil, pesticides, herbicides, building and construction codes and standards, contractor licensing statutes and regulations, and any other laws governing the Work (collectively, the "Laws"). Accordingly, Subcontractor represents and warrants to Contractor that Subcontractor is familiar with all pertinent Laws. If there is any discrepancy between the Plans and Specifications and the Laws, Subcontractor shall not perform any Work without first giving Contractor written notice of the discrepancy and receiving written instructions from Contractor regarding how to proceed.

19. Bonding. If requested by Contractor in writing, Subcontractor shall, prior to commencement of the Work, furnish Contractor with maintenance, payment and performance bonds with such surety, in such amounts and with such provisions as shall, in all respects, comply with specific provisions of Arizona Laws and be acceptable to Contractor. Without limiting the generality of the foregoing, the bonds requested by Contractor may include: (a) bonds to guarantee Subcontractor's full and faithful performance of all the provisions of this Subcontract, (b) bonds to guarantee performance of Subcontractor's Work, (c) bonds to guarantee payment by Subcontractor of all sums Contractor may pay for the account of Subcontractor, and (d) bonds to guarantee payment by Subcontractor of all sums Subcontractor may be required to pay hereunder. If Contractor requests such bonds, then, unless otherwise specified by Contractor in writing, such bonds shall be maintained in full force and effect during the term of this Subcontract; provided, however, any maintenance bond shall be maintained in full force and effect after the term of the Subcontract in accordance with the requirements of any public authority, utility, or other assignee to whom the Work or any portion thereof may be dedicated or conveyed. The reasonable cost of bond premiums that receive the prior written approval of Contractor shall be paid by Subcontractor and reimbursed by Contractor.

20. Insurance; Waiver of Subrogation.

(a) Subcontractor shall comply in all respects with the insurance requirements of this Subcontract that are set forth on Addendum "1" to this Subcontract.

(b) Subcontractor, on its own behalf and on behalf of all of its insurers, hereby waives all rights of recovery, whether under subrogation or otherwise, whether because of deductible clauses, self-insured retention amounts, inadequacy of limits of any insurance policy, limitations or exclusions of coverage or otherwise, against Contractor, Owner, the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents, and trusts, and any other contractor, subcontractor or other individual or entity performing work or rendering services on behalf of Contractor or Owner in connection with the planning, development and/or construction of the Project. Subcontractor also shall require that all insurance policies related to the Work secured by Subcontractor or its Sub-subcontractors include clauses providing that each insurance underwriter shall waive all of its rights of recovery, by subrogation or otherwise, against all of the parties referenced above. Subcontractor shall require similar express waivers and insurance clauses from each of its Sub-subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (i) would otherwise have a duty of indemnification, contractual or otherwise, (ii) did not pay the insurance premium directly or indirectly, and/or (iii) has (or does not have) an insurable interest in the property damaged.

21. Change Orders. Subcontractor will not be paid for extras, additions, alterations, omissions, or other modifications in the Work (each, an "Alteration") (regardless of whether requested by Contractor), without prior written authorization from Contractor in the form of a work order or other similar written instrument (individually, a "Change Order," and collectively, the "Change Orders"). Once a Change Order has been executed by Contractor, Subcontractor promptly shall perform the Alterations specified in the Change Order in accordance with the terms thereof. The value associated with any Alteration (and the resulting increase or decrease in the Subcontract Price), and the schedule for completion of the Alteration, shall be set forth in the Change Order. Subcontractor agrees and understands that it is the responsibility of Subcontractor to request a Change Order to this Subcontract prior to performing any Alterations. All charges associated with Change Orders must be referenced separately on invoices for payment.

22. Default; Remedies.

(a) Each of the following events shall constitute a default by Subcontractor: (i) Subcontractor files a bankruptcy petition or a petition seeking relief under the bankruptcy statutes is filed against Subcontractor; (ii) Subcontractor makes a general assignment for the benefit of creditors or becomes insolvent; (iii) Subcontractor fails to pay promptly when due all bills and charges for labor, materials and rental of equipment used in the performance of the Work, or required by this Subcontract to be paid by Subcontractor; (iv) Subcontractor fails to carry out the Work in accordance with this Subcontract or otherwise breaches this Subcontract; and (v) Subcontractor stops Work in violation of Paragraph 27. Each of the foregoing events shall be referred to as a "Default".

(b) In response to a Default, Contractor may exercise any remedy available to Contractor at law or in equity; it being intended that all such remedies, and any other remedies expressly set forth in this Subcontract (including but not limited to the right to take over the Work in accordance with Paragraph 22(c) and the right to terminate this Subcontract for cause in accordance with Paragraph 37(a)), shall be cumulative. Taking over the Work and receiving the sums associated therewith as described in Paragraph 22(c) shall not constitute or be construed as a waiver by Contractor of any action, claim, demand or remedy Contractor may have against Subcontractor by reason of injury or damage resulting from Subcontractor's Default.

(c) Upon the occurrence of a Default, in addition to all other remedies available at law or in equity, Contractor shall have the right, but not the obligation, to take over the Work or any separable part thereof effective immediately upon delivery of written notice to Subcontractor (with or without a termination of this Subcontract). Following delivery of the written notice, Contractor may complete the Work or cause the Work to be completed, and Contractor shall have the right, for the purpose of completing the Work hereunder, to take possession of all drawings and materials belonging to Subcontractor; in such an event, this Subcontract shall constitute and be construed as an assignment by Subcontractor to Contractor of all such drawings and materials. Additionally, if Contractor takes over the Work, Subcontractor shall assign to Contractor all sub-subcontracts and purchase orders requested by Contractor. If Contractor takes over the Work, Subcontractor shall pay to Contractor, on demand, a sum equal to the amount by which Contractor's total cost of completing the Work exceeds the portions of the Subcontract Price allocable to such Work, plus an additional fifteen percent (15%) of that sum for administrative and supervisory costs associated with taking over the Work, plus a sum equal to any reasonably incurred attorneys' fees, expert witness fees, consultant fees, costs and related expenses associated with taking over and completing the Work.

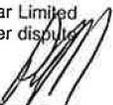
(d) Subcontractor shall not have recourse, directly or indirectly, to the Town of Sahuarita or the Quail Creek Community Facilities District for the payment of any costs.

23. Dispute Resolution.

(a) CONTRACTOR AND SUBCONTRACTOR HEREBY AGREE TO WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT ALL CLAIMS, DEMANDS, ACTIONS, COUNTERCLAIMS AND CROSS-CLAIMS ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS SUBCONTRACT SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

(b) Subcontractor acknowledges that upon conveyance of completed Job to Owner, Owner issues a "1 Year Limited Warranty". Upon request by Contractor or Owner, Subcontractor agrees to participate in any mediation, arbitration or other dispute resolution proceeding conducted pursuant to the Limited Warranty.

CONTRACTOR'S INITIALS 

SUBCONTRACTOR'S INITIALS 

24. Assignment. Contractor shall have the right to assign its rights and interests under this Subcontract to any public authority, utility company, homeowners association or other person or entity without Subcontractor's consent, and Subcontractor agrees to perform its obligations under this Subcontract (including but not limited to its warranty obligations) for any such assignee. Subcontractor shall not assign or transfer this Subcontract without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment by Subcontractor without Contractor's consent shall be null and void and of no force or effect. Unless Contractor's written consent specifically provides otherwise, all of Subcontractor's duties and obligations hereunder shall be unaffected by any such assignment or transfer. Subcontractor shall not assign part or all of its right to receive payments pursuant to this Subcontract without Contractor's prior written consent, which consent may be withheld in Contractor's sole and absolute discretion. Any purported assignment of part or all of Subcontractor's right to receive payments hereunder without Contractor's consent shall be null and void and of no force or effect, and the assignee in such case shall acquire no right against Contractor. In the event of any assignment of part or all of Subcontractor's right to receive payments hereunder, the same conditions precedent to Contractor's payment obligations to Subcontractor shall apply.

25. Indemnification. Subcontractor shall indemnify, defend and hold harmless Contractor and Owner, and the affiliates of Contractor and Owner, and all of their respective members, managers, partners, officers, directors, employees, agents and trusts (collectively, the "Indemnified Parties") for, from and against any and all obligations, claims, damages, liabilities, liens, costs, charges, penalties, fines, insurance deductibles and self insured retention amounts, settlements, judgments and other losses and expenses suffered or incurred (collectively, the "Claims") resulting in whole or in part from, or arising out of, the performance of, or failure to perform, the Work covered by this Subcontract, or otherwise caused by any act, omission or negligence on the part of Subcontractor or its officers, agents, employees or Sub-subcontractors, whether sustained or asserted before or after completion of the Work or termination of this Subcontract, including but not limited to any and all Claims caused by the contributory negligence of Contractor, Owner or any of the other Indemnified Parties, and any and all Claims arising from the death or injury of an agent or employee of Subcontractor or any of the Indemnified Parties, and any and all Claims arising from damage to the property of Subcontractor or any of the Indemnified Parties, but excluding, with respect to an Indemnified Party any and all Claims caused by the sole negligence or willful misconduct of that Indemnified Party. The indemnifications set forth in this Paragraph shall include reasonable attorneys' fees, expert witness fees, consultant fees, costs and related expenses suffered or incurred by any of the Indemnified Parties in the investigation, defense, settlement or satisfaction of any Claim. Additionally, Subcontractor waives all rights against Contractor, Owner and the other Indemnified Parties for damages caused by fire or other perils (INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE NEGLIGENCE OF OWNER OR ANY OF THE OTHER INDEMNIFIED PARTIES). THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL APPLY WITH RESPECT TO EACH INDEMNIFIED PARTY EVEN IF THE EFFECT IS TO INDEMNIFY AND PROTECT THAT INDEMNIFIED PARTY FROM ITS OWN CONTRIBUTORY NEGLIGENCE OR THE CONTRIBUTORY NEGLIGENCE OF OTHER INDEMNIFIED PARTIES. BUT, THE INDEMNITIES AND PROTECTIONS OF THIS PARAGRAPH SHALL NOT APPLY TO INDEMNIFY AND PROTECT CONTRACTOR, OWNER OR ANY OTHER INDEMNIFIED PARTY FROM CLAIMS CAUSED BY ITS OWN SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.

26. Payments.

(a) Submission of Invoices and Payment. Invoices shall cover Work performed up to and including the dates specified for "Invoice Field Approval" on the Payment Schedule attached hereto as Exhibit "D" (the "Payment Schedule"). Subcontractor shall submit each invoice for payment to Contractor, with all required lien waivers, by the dates specified for "Invoice Submittal" on the Payment Schedule. Contractor shall pay Subcontractor the amount owing under this Subcontract, less any applicable withholding and retention, for invoices submitted by the applicable Invoice Submittal date by the dates specified as "Payment Dates" on the Payment Schedule, which shall, in all events, be within seven (7) days after Contractor has received the applicable payment from Owner.

(b) Conditions for Payment of Invoices. Contractor's obligation to pay any invoice shall be subject to the following conditions:

- (i) Contractor must have received an invoice consistent with the terms of this Subcontract;
- (ii) Contractor must have received with the invoice a conditional waiver and release on progress payment from Subcontractor and from all Sub-subcontractors (collectively, the "Lien Claimants"), through the last date included in the current invoice, in the form attached hereto as Exhibit "E-1";
- (iii) Contractor must have received with the invoice an unconditional waiver and release from Subcontractor and from all Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor;
- (v) Subcontractor's Work must have progressed to Contractor's complete satisfaction; and
- (vi) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(c) Conditions for Final Payment. Upon final completion of the Work, Subcontractor may submit an invoice for final payment (excluding payment of the retention amount, which is separately addressed in Paragraph 26(g)) to Contractor. Contractor's obligation to pay any invoice for final payment shall be subject to the following conditions:

- (i) Subcontractor's Work must have been completed to Contractor's complete satisfaction and Contractor must have accepted all of the Work pursuant to Paragraph 4;
- (ii) Contractor must have received with the invoice for final payment an unconditional waiver and release from Subcontractor and from all other Lien Claimants for the full amount shown on all conditional waivers and releases submitted by Subcontractor in connection with prior invoices for progress payment for which Contractor has made payment, through the date of the last payment made by Contractor, in the form attached hereto as Exhibit "E-2";
- (iii) Contractor must have received with the invoice for final payment a conditional waiver and release for final payment from Subcontractor and from all other Lien Claimants on the form attached hereto as Exhibit "E-3";
- (iv) The waivers and releases submitted by Subcontractor and all other Lien Claimants must be acceptable in form and substance to Contractor; and
- (v) Subcontractor must have complied with all other terms and conditions of this Subcontract and must not be in default under this Subcontract.

(d) Right to Refuse Payment. Contractor may refuse to submit invoices to Owner (or, if invoices are submitted to Owner before Contractor discovers any of the following conditions, Contractor may withhold payments from Subcontractor) to such extent as Contractor deems necessary to protect Contractor from loss as a result of: (i) unsatisfactory job progress; (ii) defective Work or materials not remedied; (iii) disputed Work or materials; (iv) liens or other claims filed or reasonable evidence that a claim will be filed; (v) failure of Subcontractor or a Sub-subcontractor to make timely payments for labor, equipment and materials; (vi) damage to Owner or Contractor caused by Subcontractor or its Sub-subcontractors or their respective employees or agents; (vii) any breach of or Default under this Subcontract by Subcontractor; (viii) satisfaction of any claims by Contractor that are covered by Subcontractor's indemnities contained in this Subcontract; or (ix) reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price. Invoices not submitted to Owner for any of the reasons set forth above shall be submitted (and payments withheld from Subcontractor for any of the reasons set forth above shall be paid to Subcontractor) within a reasonable time after the reasons for not submitting the invoices (or the reasons for withholding payment, as applicable) are remedied by Subcontractor. Notwithstanding anything to the contrary herein, Contractor shall have no obligation to pay invoices until all required lien waivers are submitted to Contractor.

(e) Unconditional Lien Waivers After Final Payment. Immediately upon receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims against the Project are released for all of the Work through the date of final completion and that there are no disputed claims. In addition, within fifteen (15) days of Subcontractor's receipt of final payment (excluding the retention amount, which is separately addressed in Paragraph 26(g) below), Subcontractor shall provide Contractor with an unconditional waiver and release on final payment from each Lien Claimant, in the form attached hereto as Exhibit "E-4", stating that all lien rights and other claims by Lien Claimants against the Project are released for all of the Work through the date of final completion and that there are no disputed claims.

(f) Withholding. If Contractor refuses to submit invoices to Owner or withholds payments from Subcontractor pursuant to Paragraph 26(d) above, Contractor may withhold an amount equal to Contractor's reasonable estimate of what Contractor expects to incur to correct the items plus an additional ten percent (10%).

(g) Retention. Contractor will deduct ten percent (10%) retention from each progress payment. The retention amount will be payable seven (7) days after the later of the following events, upon submittal of an invoice by Subcontractor: (i) final inspection and acceptance of the Work by Contractor in accordance with Paragraph 4, and (ii) delivery of all required unconditional lien waivers after final payment pursuant to Paragraph 26(e) above.

(h) Payments Do Not Constitute Acceptance. Any payments or any advances made to Subcontractor shall not be evidence of Subcontractor's performance of its obligations under this Subcontract either wholly or in part, and no payment, including final payment, shall be deemed an acceptance of any of the Work.

(i) Joint Checks. Contractor may, at its election and without the consent of Subcontractor, make any payments hereunder jointly to Subcontractor and any of its Sub-subcontractors; provided, however, prior to issuing such joint payments, Contractor shall provide notice to Subcontractor that it intends to issue payments hereunder jointly.

(j) Invoices Submitted After Sixty Days. Any invoices for payment under this Subcontract that are submitted to Contractor after sixty (60) days from completion of the Work will not be accepted by Contractor, and Contractor shall have no obligation to pay such charges.

27. Stop Work. Subcontractor shall not directly or indirectly stop any Work in the event of any claim, controversy or issue (including but not limited to those relating to any disputed invoice for payment, additional compensation or additional time). Subcontractor shall continue performance, under protest, pending resolution of all such claims, controversies, issues or withholdings unless specifically directed otherwise in writing by Contractor. Subcontractor agrees that its failure to continue performance of the Work pending resolution of any controversies, issues or withholdings shall be a "Default" under this Subcontract. If, notwithstanding the foregoing, Subcontractor is entitled to stop performance of the Work as permitted under any applicable Laws, Subcontractor shall provide written notice to Contractor at least three (3) days prior to the date on which Subcontractor intends to stop the Work. Any agreements made as a result of threats by Subcontractor to stop Work shall have no force or effect whatsoever.

28. Payment of Charges. Subcontractor shall pay any and all bills when due for all charges in connection with the Work, and failure to do so shall constitute a Default under this Subcontract. Subcontractor shall not allow any liens, stop notices or other encumbrances to be created or maintained against the Project, or any portions thereof, or any improvements, fixtures or property located therein. Within ten (10) days after demand from Contractor, Subcontractor shall furnish, at Subcontractor's sole cost, all statutory and other bonds necessary to release and discharge the Project, or any portions thereof, from any such liens and to result in the release of funds held in response to any stop notice or bonded stop notice. If Subcontractor fails to pay any or all of the charges associated with the Work as they become due, Contractor shall have the right, but not the obligation, to pay the charges in full or in part for the account of Subcontractor, either subject to Contractor's right of reimbursement from Subcontractor or from any funds Contractor owes to Subcontractor, or both.

29. Cleaning Up. At all times during the course of the Work, Subcontractor, at its cost and expense, shall keep the Work site and surrounding area free from waste materials, debris or rubbish caused by or resulting from the Work. If Subcontractor fails to comply with the foregoing obligation within one (1) business day after receiving notice from Contractor to do so, Contractor may take such actions as Contractor deems reasonably appropriate to cure Subcontractor's failure, and Subcontractor shall be liable for all costs associated with the actions taken by Contractor.
30. Signage on the Work Site. Subcontractor shall not place any building or sign on the Work site without the prior written consent of Contractor, which consent may be withheld in Contractor's sole and absolute discretion.
31. Written Notice. Any and all notices, approvals, payments, consents or other communications required or permitted under this Subcontract shall be deemed to have been received upon actual receipt or three (3) days after deposit in the United States mail, postage prepaid, to the respective parties at the addresses set forth below the parties' signatures herein or to such other addresses as the parties may from time to time designate in writing by notice given in a like manner.
32. Severability. If any term, condition or provision of this Subcontract is declared illegal, invalid or unenforceable for any reason, the remaining terms, conditions and provisions shall, to the extent permitted by law, remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
33. No Waiver; Amendment. The waiver by Contractor or Subcontractor of any term or provision of this Subcontract shall not constitute a waiver of any other term, condition or provision of this Subcontract, or the future application of any term, condition or provision of this Subcontract, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Subcontract may only be amended by a written agreement executed by Contractor and Subcontractor.
34. Independent Contractor. Subcontractor is an independent contractor with respect to the Work and is not serving as the employee or agent of Contractor or Owner. Nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Subcontractor has sole authority and responsibility to employ, discharge and otherwise control its employees, and Subcontractor's employees are not, and shall not be deemed to be, employees of Contractor. Neither party shall have the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party, and nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties.
35. Computation of Periods. All time periods referred to in this Subcontract shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Subcontract falls on a Saturday, Sunday or a holiday observed by the State of Arizona, the act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or holiday observed by the State of Arizona.

36. Entire Agreement.

(a) This Subcontract, when duly signed by Contractor and Subcontractor, shall bind, and inure to the benefit of, Contractor and Subcontractor, their heirs, personal representatives, successors and permitted assigns, as of the date first above written. This Subcontract (including the exhibits and addenda attached hereto) constitutes the entire agreement between Contractor and Subcontractor with respect to the Work, and supercedes and cancels all previous understandings or agreements between Contractor and Subcontractor with respect to the Work, whether written, oral or implied.

(b) The following addenda, exhibits and attachments are incorporated in this Subcontract as though fully set forth herein, including but not limited to any addenda, exhibits and attachments that are not referenced elsewhere in this Subcontract. The following is a list of exhibits and addenda attached hereto:

Exhibit "A"	List of Plans and Specifications
Exhibit "B"	Subcontract Price
Exhibit "C"	Progress Schedule
Exhibit "D"	Payment Schedule
Exhibit "E-1"	Form of Progress Payment Conditional Lien Waiver
Exhibit "E-2"	Form of Progress Payment Unconditional Lien Waiver
Exhibit "E-3"	Form of Final Payment Conditional Lien Waiver
Exhibit "E-4"	Form of Final Payment Unconditional Lien Waiver
Exhibit "F"	Bid and Construction Requirements Letter
Addendum "1"	Insurance Requirements
	Bid Proposal
	Tax Exempt Certificate

In the event of any inconsistency between the numbered paragraphs of this Subcontract and the exhibits and addenda to this Subcontract, the provisions of the exhibits and addenda shall prevail.

37. Termination.

(a) With Cause. Contractor shall have the right to terminate this Subcontract upon written notice to Subcontractor if (i) Subcontractor fails to comply with the insurance requirements set forth on Addendum "1"; (ii) Subcontractor, in performance of the Work, jeopardizes the health, safety or welfare of persons or property; or (iii) Subcontractor abandons the Work in violation of Paragraph 27 of this Subcontract. Any such termination shall be effective immediately or upon such later date as is specified in the notice. With respect to any other Default, Contractor shall have the right to terminate this Subcontract if, within two (2) days after Contractor delivers a written notice to Subcontractor specifying a Default by Subcontractor under this Subcontract, Subcontractor fails to cure the specified Default to Contractor's satisfaction.

(b) Without Cause. In addition to Contractor's right to terminate this Subcontract for cause, Contractor shall have the right to terminate this Subcontract without cause and for any reason upon at least seven (7) days prior written notice to Subcontractor. Upon termination, Contractor shall take possession of all Work in progress, including all materials, supplies, and goods at the Work site or in transit, and Subcontractor shall assign to Contractor all subcontracts and purchase orders requested by Contractor. Upon receipt of a notice of termination, Subcontractor shall stop all Work on the date specified in the notice, and use its

best efforts to minimize the costs of terminating the Work. In the event of any such termination (other than a termination as a result of a Default by Subcontractor), Contractor shall pay Subcontractor the pro rata portion of the Subcontract Price that Contractor in good faith determines is reasonably allocable to the Work performed prior to the date of termination, plus any bona fide additional costs reasonably incurred by Subcontractor in good faith prior to the date of termination.

38. Represented by Counsel. Subcontractor has had the opportunity to review, understand and negotiate this Subcontract and to be represented by its own independent legal counsel with respect to the same.

39. Headings and Capitalized Terms. The headings and capitalized terms contained in this Subcontract are for convenience of reference only and shall not, in any way, limit or otherwise affect the meaning or interpretation of this Subcontract.

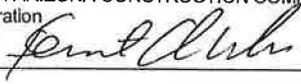
40. Interpretation. This Subcontract shall be construed in accordance with its plain meaning, and it shall not be more strictly construed against Contractor because Contractor drafted this Agreement.

41. Counterparts. This Subcontract may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one contract. A signed facsimile copy of this Subcontract shall have the same, binding effect as a signed original.

42. Time is of the Essence. TIME AND FAITHFUL PERFORMANCE OF ALL PROVISIONS HEREOF ARE OF THE ESSENCE OF THIS CONTRACT.

CONTRACTOR

ROBSON RANCH ARIZONA CONSTRUCTION COMPANY,
an Arizona corporation

By:  _____

Its: Vice President, Land Development

Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 480-895-0799

Contact: Tom Fetterly @ Quail Creek
520-393-5810

SUBCONTRACTOR

O'LEARY CONSTRUCTION INC.

By:  _____

Its: Vice President

Address: 3262 E 44th Street

Phone: 520-798-3220

Contact: Paul McGill

License # 088917A

Exhibit "A"

Plans By B & R Engineering

1. Approved Quail Creek Community Facilities district Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans, job # 988017, dated 11/06.

EXHIBIT "C"

PROGRESS SCHEDULE

The Work shall begin no later than JULY 1, 2007, and shall be completed no later than OCTOBER 1, 2007.

Exhibit "D"

**Land Development
CONTRACTOR PAY SCHEDULE FOR 2007**

WORK COMPLETED THROUGH	INVOICES RECEIVED BY	CHECKS AVAILABLE BY
GL DATE		
1/31/2007	2/6/2007	2/22/2007
2/28/2007	3/6/2007	3/19/2007
3/31/2007	4/5/2007	4/23/2007
4/30/2007	5/4/2007	5/21/2007
5/31/2007	6/6/2007	6/18/2007
6/30/2007	7/6/2007	7/23/2007
7/31/2007	8/6/2007	8/20/2007
8/31/2007	9/6/2007	9/24/2007
9/30/2007	10/4/2007	10/22/2007
10/31/2007	11/6/2007	11/19/2007
11/30/2007	12/6/2007	12/17/2007
12/31/2007	1/7/2008	1/21/2008

EXHIBIT "E-1"

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No.: _____

On receipt by the undersigned of a check from _____
in the sum of \$ _____ payable to _____
(Amount of Check) (Maker of the check) (Payee of Payees of check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of _____ located at _____
(Contractor) (Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment of materials furnished to the job site or to _____ through _____ only and does not
(Person with whom undersigned contracted) (Date)
cover retention, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Company Name)
By: _____
(Signature)

(Title)

EXHIBIT "E-2"

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No: _____

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment or material furnished to the job site or to _____ on the job of _____ located at _____ and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, (Contractor) (Contractor) (Job Description)

any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the job site or to _____ through _____ (Person with whom undersigned contracted) (Date)

only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Company Name)
BY _____
(Signature)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

EXHIBIT "E-3"

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No: _____

On receipt by the undersigned of a check from _____ in the sum of \$ _____
(Maker of Check) (Amount of Check)

payable to _____ and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this
(Payee or Payees of Check)

document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position the undersigned has on the job of _____ located at _____
(Contractor) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the job site or to _____ except for disputed claims in the amount of \$ _____
(Person with whom undersigned contracted)

Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

EXHIBIT "E-4"

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Pursuant to A.R.S. § 33-1008)

Project: _____

Job No: _____

The Undersigned has been paid in full for all labor, services, equipment or material furnished to the job site or to

_____ on the job of _____
(Person with whom undersigned contracted) (Contractor)

located at _____ and does hereby waive and release
(Job Description)

any right to Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except

for disputed claims for extra work in the amount of \$ _____.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

EXHIBIT "F"
Bid/Construction Requirements Campbell Ave Phase 4

General:

1. Address all bids to: **Robson Ranch Arizona Construction Company
904 N. Quail View Loop
Green Valley, AZ 85614**
2. Include in each bid package the PROJECTED TIME for COMPLETION of EACH SEGMENT of CONSTRUCTION.
3. Prices on Bids/Contracts to remain FIRM Through 11/30/07. "Any price increase after this date will be for material only (back up will be required).
4. All Subcontractors are RESPONSIBLE FOR ANY DAMAGE to EXISTING IMPROVEMENTS during their phase of construction.
5. All Subcontractors to do quantity take off to check plan quantities, as plan quantities are listed as a courtesy.
6. Contractor will request the Subcontractor obtain the necessary permits. The Subcontractor will be reimbursed the cost of the permits by the Contractor.
7. Pollution control will be the Subcontractors responsibility.
8. Subcontractor is responsible for satisfying engineer if there is any discrepancy between staking and plans prior to construction, or the Subcontractor will be responsible for correcting the situation at their own expense.
9. If Subcontractor bids "Lump Sum"; "All Individual Bid Items", "Quantities" and "Unit Costs" must accompany bids. All payments will be made by Unit Cost.
10. Any special bid requirements from a governing agency or utility company will take precedence.
11. Subcontractor is responsible for scheduling inspections, staking and soils testing through the engineer, governing agency and/or Contractor as agreed to before the project begins.
12. Necessary safety devices, traffic control measures and temporary barricades shall be furnished by the subcontractor.
13. Subcontractor shall not backfill trenches until the Contractor's engineer has obtained as-builts in the areas such as, but not limited to, street crossings, other conflict areas and/or any requirements of the governing agencies.
14. Copies of all bonds, to be provided as part of bid, will be held by owner together with name and address of bond agent.
15. Provide numbers of all applicable government licenses necessary for this project.
16. The Subcontractor's Federal Employer Identification Number or Social Security Number, for all unincorporated contractors, must be on file with the Contractor's office.

General "Drainage" Specifications:

1. Bid all inlets, structures, piping, headwalls, handrail, etc., as shown on plans.

General "Concrete" Specifications:

1. Bid all concrete items as shown on plans. Include a Unit Price for any sidewalks or mail box slabs.

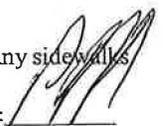
Subcontractor's Initials: 

EXHIBIT "F"
Bid/Construction Requirements Campbell Ave Phase 4

2. Include all removals and haul-offs in bids.
3. All clean-up will be completed before final city inspection.
4. Right of Way and Curb Grading is to be included in bid and will be completed to the satisfaction of the owner's representative.
5. Subcontractor will be responsible for making sure no damage was created to the sewer, water or utility system during this phase of construction. This includes dirt in sewer lines.
6. Subcontractor is responsible to reset any sewer or water marker locations disturbed during this phase of construction.
7. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.
8. All valley gutters to be poured at 4,000 psi with fibermesh.

General "Paving" Specifications:

1. Include all adjustments of manholes, cleanouts, water valves, etc. as required after Paving is completed, regardless of location.
2. Include all Signs and Stop signs, Sign Posts set in **concrete**, Fire Hydrant Markers, Monuments and etc. Survey monuments are to be set in an 8" core through asphalt.
3. All clean up will be completed before final city inspection.
4. Subcontractor will be responsible for making sure no damage was created to the sewer, water, utility system, or curb during this construction. This includes dirt in the sewer lines.
5. Water valves and sewer cleanouts/manholes shall be adjusted to finish grade whether or not they are in the pavement area.

Miscellaneous:

1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

Construction to begin approximately: JULY 1, 2007

Should you have any questions, please call me @ 520-393-5816

Contractor:
Robson Ranch Arizona Construction Co.
9532 E. Riggs Road
Sun Lakes, AZ 85248

By: 
Tom Fetterly
Project Manager
Robson Ranch Arizona Construction Co.

Subcontractor:

By: 
Title: VICE PRESIDENT
(Principle or Authorized Agent)

Subcontractor's Initials: 

ADDENDUM "1"

INSURANCE REQUIREMENTS OF SUBCONTRACTOR

(for use with Subcontractors **Not** enrolled in the Wrap-up Program)

Prior to commencing work for Contractor and throughout the subcontract period, Subcontractor shall comply with all of the following insurance requirements. Subcontractor shall cause all Sub-subcontractors it uses in performance of the Work to comply with these requirements as well:

1. Subcontractor and each Sub-subcontractor must provide Contractor with Certificates of Insurance evidencing the following minimum coverages and limits:
 - a. Commercial General Liability Insurance
\$1,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 General Aggregate

The CGL Insurance must include contractual liability insurance applicable to the subcontract or sub-subcontract agreement and must contain no explosion, collapse or underground work exclusions.

- b. Automobile Liability Insurance
\$1,000,000 C.S.L. Each Accident

Auto Liability Insurance must cover all owned, non-owned and hired autos.

- 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 limits of not less than the statutory limits for any one occurrence and employer's liability insurance shall have limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
2. Each Certificate of Insurance shall provide Contractor 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.
3. Each Certificate of Insurance issued on the Subcontractor's and Sub-subcontractor's General Liability policies must be accompanied by a copy of an endorsement issued by the insurer verifying that:
 - a. Contractor, Robson Communities, Inc., and their respective subsidiaries, affiliates, employees and agents are included as additional insureds.
 - b. The insurance provided by the Subcontractor and Sub-subcontractor to the above additional insureds constitutes primary coverage with respect to any other insurance that those additional insureds may have available to them.
4. All non-governmental insurers by the Subcontractor and Sub-subcontractors must be rated "A-/V" or better in the most current edition of Best's Insurance Reports.

Proposal

O'LEARY CONSTRUCTION, INC.
 3262 EAST 44TH STREET
 TUCSON, ARIZONA 85713-5243
 (520) 798-3220 / FAX: (520) 798-0740
 Lic. # 088917 A

PROPOSAL SUBMITTED TO ROBSON RANCH AZ CONSTRUCTION, CO.		PHONE (520) 393-5800	DATE 4/5/2007
STREET 2175 QUAIL CROSSING BLVD.		JOB NAME CAMPBELL AVENUE PHASE IV	
CITY, STATE AND ZIP CODE GREEN VALLEY, AZ 85614		JOB LOCATION QUAIL CORSSING BLVD & CAMPBELL AVE	
TOM FETTERLY	FAX 393-5809		

PAVING **\$ 451,771.00**

Mobilization	Lump Sum	\$ 1,000.00	\$ 1,000.00
(remaining balance from Phase III)			
Subgrade	18,827 Ea	\$ 1.65	\$ 31,064.55
6" ABC	18,827 Ea	\$ 5.60	\$ 105,431.20
3 1/2" Asphalt	18,827 Lf	\$ 15.75	\$ 296,525.25
Survey Monuments	8 Ea	\$ 155.00	\$ 1,240.00
Adjust Manholes	8 Ea	\$ 195.00	\$ 1,560.00
Striping	Lump Sum	\$ 10,410.00	\$ 10,410.00
Signs	Lump Sum	\$ 3,540.00	\$ 3,540.00
Barricades	Lump Sum	\$ 1,000.00	\$ 1,000.00

DRANIAGE **\$ 64,566.75**

Mobilization	Lump Sum	2000	\$ 2,000.00
16" x 18" Thick Dumped Rip F	693 sq yd	36.55	\$ 25,329.15
24" Thick Dumped Rip Rap	85 sq yd	57.7	\$ 4,904.50
Grouted Rip Rap	312 sq yd	60.85	\$ 18,985.20
12" Conc Top Edge	28 lf	9.18	\$ 257.04
3' x 1x Cut Off Wall	206 lf	33.74	\$ 6,950.44
2' x 8' Cut Off Wall	226 lf	27.17	\$ 6,140.42

TOTAL BASE BID: \$ 516,337.75

Please Initial: 
 O'LEARY CONSTRUCTION, INC.

Please Initial: _____
 ROBSON RANCH AZ CONSTRUCTION, CO.

EXCLUSIONS

- | | |
|--|--|
| 1) Bond (available upon request) | 13) After cut compaction |
| 2) Tax | 14) Bridges, excavation for, bacfill fo & any related work |
| 3) Permits & Fees (See Clauses) | 15) Asbuilts |
| 4) Surveying | 16) More than one mob per each phase of work (# of mobs) |
| 5) Testing | 17) Handling hazardous material or waste |
| 6) Structural ex or backfill of other subs work | 18) Handling unforeseen conditions or obstructions |
| 7) Fine or landscape grading | 19) Handling items to be salvaged |
| 8) Hydro-seeding / Re-vegetation | 20) Handling other subs spoil, debris or patching |
| 9) Barbed wire fence & gate | 21) Any re-grading after initial earthwork |
| 10) Import, export or handling thereof | 22) Relocation of existing utility lines or conflicts with |
| 11) Storm water pollution prevention installation, maintenance & inspections (See Clauses) | 23) Any work on sheets not specifically mentioned in this proposal plans specs |
| 12) Shoring or bracing existing utilities | 24) Any items not specifically mentioned in inclusions |

CLAUSES:

- 1) Any native plants that are to be salvaged shall be removed by others from the work area prior to commencement of project work by O'Leary Construction, Inc.
- 2) O'Leary Construction, Inc. reserves the right to perform test excavation before acceptance of this proposal if so desired.
- 3) Base bid is submitted as a total package.
- 4) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 5) Any potential back charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days before
- 6) Stockpile excess material generated from work on-site.
- 7) Soils report not available at time of bid.
- 8) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 9) If at the time of construction, material & fuel costs increase due to the volatile market, such increases will be added to the contract value, plus 10%.
- 10) All onsite materials useable in fills without screening or sizing.
- 11) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 12) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.
- 13) Proposal based on the following plans only-Grading, Sewer, Water, TEP, Paving, Tentative Plat.

TERMS:

- 1) Invoiced on the 15" & 30th, due in 15 days.

RETENTION:

- 1) Invoice will be submitted and due 30 days from completion of project work by O'Leary Construction, Inc.

~~The Propozse~~ hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:
FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED THIRTY SEVEN DOLLARS & 75/100 \$ 516,337.75

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Upon signing, this proposal becomes contractual. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE

TITLE

DATE OF ACCEPTANCE

Please initial and complete one of the following:

— I understand that by executing this certificate to O'Leary Construction, Inc. I declare that I am the prime contractor on the above mentioned project pursuant to ASR#42-1310-16D. Under law, by this declaration, I assume all liability for any and all transaction privilege tax due on such contracting activity.

Transaction Privilege Lic. # _____

Taxpayer I.D. # _____

AZ Contractor's Lic. # _____

OR:

— I am the owner and/or do not have a Transaction Privilege License. Please add tax at time of billing.

Total cost including tax \$ _____



**Arizona Department of Revenue
Prime Contractor's Certificate**

**ARIZONA FORM
5005**

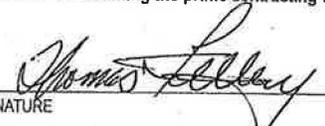
The purpose of this form is to provide a subcontractor with the validation required for tax exemption of a particular project, for a period of time, or until revoked. This certificate establishes responsibility for the transaction privilege tax; therefore, it must be completed by the prime contractor assuming the contracting transaction privilege tax liability for the contracting project(s). The asterisked (*) items must be completed, otherwise the certificate is not valid. The Department may disregard this certificate pursuant to ARS § 42-5075.E if the certificate is incomplete or erroneous. If disregarded, the entity accepting the certificate (subcontractor) will have the burden of proving (pursuant to ARS § 42-5075.D), that it is not subject to transaction privilege tax as a taxable prime contractor.

A. Prime Contractor	
* NAME: Robson Ranch Arizona Const. Co.	* TRANSACTION PRIVILEGE LICENSE #: 10186758-N
* ADDRESS: 9532 E. Riggs Rd. Sun Lakes Az. 85248	AZ Contractor License #: 190585A
	Telephone #: 480-895-0799

B. Subcontractor	
* NAME: O'Leary Construction Inc.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 3262 E 44th Street Tucson, Az. 85713-5243	AZ Contractor License #: 088917A
	Telephone #: 520-798-3220

C. Type of Certificate (check one and provide requested information)		
<input type="checkbox"/> Single Project Certificate PROJECT DESCRIPTION <hr/> <hr/> <hr/> <hr/> <hr/> <p align="center">** (For example; Building Permit #, Address, Subdivision, Book/Map/Parcel #s, and/or Legal Description)</p>	OR	
		<input checked="" type="checkbox"/> Blanket Certificate (check applicable box and fill in requested information).
		<input type="checkbox"/> Period From: _____ Through: _____
		<input checked="" type="checkbox"/> Until revoked
		<input type="checkbox"/> Specific Exceptions: _____ _____

I hereby certify that I have authority to sign this Certificate on behalf of Prime Contractor. I understand that by executing this Certificate, Prime Contractor is assuming the prime contracting transaction privilege tax liability applicable to the above referenced project(s).



 SIGNATURE
 Project Manager, Land Development

 TITLE

Thomas Fetterly

 PRINT NAME
 4/12/07

 DATE SIGNED



GRC Consultants, Inc.
BRANCH OF GEO/RESOURCE CONSULTANTS, INC.
GEOLOGISTS/GEOTECHNICAL ENGINEERS
ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

Tucson, Arizona 85741
(520) 624-3877 FAX (520) 882-3965
WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
Regional Offices: Arizona California

May 25, 2007
GRC Project Number: 4952-003

Robson Ranch Quail Creek, LLC.
2175 East Quail Crossing Boulevard
Sahuarita, Arizona 85614

Attention: Mr. Tom Fetterly

Re: Summary Report of Geotechnical Services During Grading
Campbell Avenue at Quail Creek II, Stations 29+00 to 72+50
Sahuarita, Arizona

Dear Mr. Fetterly:

Transmitted herein are the results of geotechnical services provided by Geo/Resource Consultants, Inc. (GRC) for the above-referenced project. Please refer to the report for a detailed summary of our services and conclusions.

If you have any questions regarding the enclosed, please feel free to contact this office.

Respectfully Submitted,
Geo/Resource Consultants, Inc.

Kenneth Karaba, R.G.
Branch Manager

Enclosure

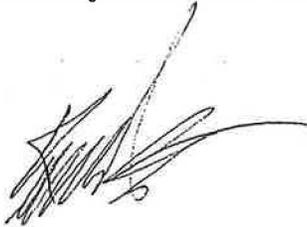
KK:

A. SUMMARY REPORT PREPARED FOR

Robson Ranch Quail Creek, LLC.
2175 East Quail Crossing Boulevard
Sahuarita, Arizona 85614

Summary Report of Geotechnical Services During Grading
Campbell Avenue at Quail Creek II, Stations 29+00 to 72+50
Sahuarita, Arizona

GRC Project Number: 4952-003



Kenneth Karaba, R.G.
Branch Manager



Eric Ng, P.E.
Geotechnical Engineer

Geo/Resource Consultants, Inc.
6906 North Camino Martin, Suite 140
Tucson, Arizona 85741
(520) 624-3877

May 25, 2007



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2.0 OBSERVATION AND TESTING	2
2.1 Site Preparation	2
2.2 Fill Placement	2
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3.0 CONCLUSIONS	4

APPENDICES

Appendix A	Field Density Test Summary
Figure A-1	List of Footnotes for Appendix A
Figures A-2 through A-7	Summary of Field Density Test Data
Figure A-8	Maximum Dry Density Summary

DISTRIBUTION

3 copies	Robson Ranch Quail Creek, LLC. Mr. Tom Fetterly
2 copy	Robson Communities Mr. Kenneth Marks

1.0 INTRODUCTION

This report summarizes the geotechnical engineering services performed by Geo/Resource Consultants, Inc. (GRC) associated with general site grading between November 22, 2006 and April 2, 2007, for Campbell Avenue at Quail Creek II from approximately Station 29+00 to Station 72+50. The project is located at the Quail Creek II residential development.

1.1 Project Background

GRC conducted a geotechnical report for the roadway alignment. The results were presented in a letter report dated August 10, 2006 (GRC Report Number 4952-002). The report was titled "Geotechnical Evaluation-Pavement Design Campbell Avenue between Approximately Stations 29+00 and 72+50 at the Quail Creek II Development."

GRC's geotechnical services during grading of the roadway alignment were conducted between November 22, 2006 and April 2, 2007, and included the following: 1) observing the overexcavation of unsuitable subgrade soils; 2) observing the preparation of original ground and the preparation and placement of fill soil; 3) testing the compaction of original ground and fill and; 4) performing laboratory compaction tests to evaluate the maximum dry density of fill soils.

GRC's services were performed on a full time to intermittent basis as the rate of the site grading required. Guidelines for the work were provided by recommendations presented in the Geotechnical Report and as shown on a set of grading plans prepared by B & R Engineering, Inc titled "Quail Creek Community Facilities District Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans", dated October 5, 2006.

2.0 OBSERVATION AND TESTING

2.1 Site Preparation

Areas to be graded were stripped to remove vegetation and deleterious material. Site preparation included the overexcavation of native soils that were not suitable to support the pavement section. The exposed ground surfaces, including soils that were exposed by overexcavation, were moisture conditioned to near optimum moisture and compacted to a minimum of 95 percent relative compaction. Relative compaction everywhere in this report and its appendices refers to the in-place dry density of soil expressed as a percentage of the maximum dry density of the same material as determined by the ASTM D-698 laboratory compaction procedure (Standard Proctor).

2.2 Fill Placement

Fill soil required for site grading was generated on-site from grading excavations. The fill was placed in layers about six to eight inches thick, moisture conditioned to near optimum moisture and compacted to at least 95 percent relative compaction in accordance with ASTM D-698 procedures.

2.3 Testing

GRC provided observation and performed field density tests to check fill compaction. Our field density tests were approximately located relative to on-site surface features and objects, and grade stakes corresponding to a set of grading plans prepared by B & R Engineering, Inc titled "Quail Creek Community Facilities District Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans", dated October 5, 2006.

The field density tests were performed using the sand cone method to measure in-place densities in accordance with ASTM D-1556 test procedures. Fill soil that was tested and found to be inadequately compacted was reworked and retested until satisfactory test results were obtained.

The results of the field density tests are summarized in the attached Appendix A. Retests are designated using the prefix "RT" with the same number designation as the original test. A summary of the laboratory compaction values is also attached in Appendix A.

3.0 CONCLUSIONS

GRC observed the placement and tested the compaction of fill during mass grading for Campbell Avenue at Quail Creek II, from approximate Stations 29+00 to 72+50. Our services were provided between November 22, 2006 and April 2, 2007. Based on GRC's observations and test results, we conclude that the geotechnical aspects of the earthwork completed during this time period were performed in substantial accordance with the Geotechnical Report and the project specifications. Specifically:

- 1) original ground, including areas exposed by overexcavation, were properly prepared and compacted prior to fill placement; and
- 2) fill soil was properly placed and compacted.

Grading for Campbell Avenue at Quail Creek II, Stations 29+00 to 72+50 is complete. Accordingly, our services relative to the earthwork are complete. The earthwork should be protected from disturbance from future construction activity prior to and during placement of pavements.

We appreciate this opportunity to be of service. If you have any questions or further requirements, please do not hesitate to contact this office.

APPENDIX A

Field Density Test Summary
Campbell Avenue at Quail Creek II, Stations 29+00 to 72+50
GRC Project Number: 4952-003

Figure A-1
Figures A-2 through A-7
Figure A-8

List of Footnotes for Appendix A
Summary of Field Density Test Data
Maximum Dry Density Values

SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

LIST OF FOOTNOTES

- 1) Number designation of test. "RT" = Retest with number designation of test not meeting compaction specifications.
- 2) Abbreviations: OG: Original Ground F: Fill FG: Rough Finished Grade
- 3) Location: Approximate from field markers corresponding to a set of plans titled "Quail Creek Community Facilities District Project, Campbell Avenue, Quail Crossing Boulevard to Madera Highlands Public Roadway and Sewer Plans", prepared by B & R Engineering, Inc., dated October 5, 2006.
- 4) Elevation: Above Mean Sea Level; approximately determined in the field from grade stakes corresponding to the above-referenced plans.
- 5) Maximum Dry Density: Determined for representative samples in the laboratory according to ASTM D-698 (Standard Proctor) test methods.
- 6) Corrected Maximum Dry Density: Rock correction applied to maximum dry density (in the field as required) according to AASHTO T-224 or, ARIZ227b or equivalent.
- 7) SC: Sand cone in-place field density measurement performed according to ASTM D-1556-78 test method.

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SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Date of Test
Test	Location	Elevation (Feet)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks
1	Campbell Avenue Sta 67+20	2808	8.8	102	123	123	83	SC 11-22-06
RT1	Campbell Avenue Sta 67+20	2808	9.2	128	123	123	100+	SC 11-27-06
2	Campbell Avenue 70+20	2805	10.4	130	123	123	100+	SC 11-22-06
3	Campbell Avenue Sta 32+10	2786	8.2	129	123	123	100+	SC 12-5-06
4	Campbell Avenue Sta 35+20	2788	9.7	124	123	123	100+	SC 12-5-06
5	Campbell Avenue Sta 44+00	2791	8.8	120	123	123	98	SC 12-6-06
6	Campbell Avenue Sta 47+50	2792	9.2	123	123	123	100	SC 12-7-06
7	Campbell Avenue Sta 71+00	2806	7.6	125	123	123	100+	SC 12-13-06
8	Campbell Avenue Sta 32+80	2787	9.4	135	123	123	100+	SC 12-18-06

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SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)		
Test	Location	Elevation (Feet)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks	Date of Test
9	F Campbell Avenue Sta 32+20	2788	9.0	132	123	123	100+	SC	12-18-06
10	F Campbell Avenue Sta 31+80	2789	9.7	131	123	123	100+	SC	12-18-06
11	F Campbell Avenue Sta 31+80	2791	9.2	131	123	123	100+	SC	12-19-06
12	F Campbell Avenue Sta 32+20	2790	8.8	128	123	123	100+	SC	12-19-06
13	F Campbell Avenue Sta 36+50	2790	9.9	133	123	123	100+	SC	12-22-06
14	F Campbell Avenue Sta 37+00	2790	9.2	124	123	123	100+	SC	12-22-06
15	F Campbell Avenue Sta 37+50	2789	10.2	129	123	123	100+	SC	12-22-06
16	F Test Pit Sta 43+00	2790	6.5	137	123	123	100+	SC	1-11-07
17	F Test Pit Sta 40+00	2789	7.8	129	123	123	100+	SC	1-11-07

Geo/Resource Consultants, Inc.

SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)		
Test	Location	Elevation (Feet)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks	Date of Test
18	F Test Pit Sta 38+50	2789	8.0	136	123	123	100+	SC	1-11-07
19	F Test Pit Sta 37+25	2788	7.4	132	123	123	100+	SC	1-11-07
20	F Campbell Avenue Sta 32+35	2790	6.6	131	125	125	100+	SC	1-18-07
21	F Campbell Avenue Sta 32+55	2791	6.3	132	125	125	100+	SC	1-18-07
22	F Campbell Avenue Sta 32+10	2791	5.2	136	125	125	100+	SC	1-18-07
23	F Campbell Avenue Sta 32+40	2792	7.2	133	125	125	100+	SC	1-18-07
24	F Campbell Avenue Sta 40+50	2789	7.2	128	125	125	100+	SC	1-18-07
25	F Campbell Avenue Sta 41+00	2789	5.0	130	125	125	100+	SC	1-24-07
26	F Campbell Avenue Sta 40+50	2790	4.6	123	125	125	98	SC	1-24-07

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SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Location	Elevation (Feet)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks
27	F	5.6	126	125	125	100+	SC 1-24-07
28	F	5.4	128	125	125	100+	SC 1-25-07
29	F	5.8	125	125	125	100	SC 1-25-07
30	F	5.4	122	125	125	98	SC 1-26-07
31	F	6.0	125	125	125	100	SC 1-26-07
32	F	6.5	126	125	125	100+	SC 1-26-07
33	F	5.8	123	125	125	98	SC 1-26-07
34	F	6.3	126	125	125	100+	SC 1-29-07
35	F	5.6	120	125	125	96	SC 1-29-07

SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)		
Test	Location	Elevation (Feet)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks	Date of Test
36	F Campbell Avenue Sta 48+50	2792	6.0	125	125	125	100	SC	1-29-07
37	F Campbell Avenue Sta 48+30	2793	6.0	123	125	125	98	SC	1-29-07
38	FG Campbell Avenue Sta 33+00	2793	3.8	123	125	125	98	SC	3-13-07
39	FG Campbell Avenue Sta 38+00	2792	4.2	125	125	125	100	SC	3-13-07
40	FG Campbell Avenue Sta 43+00	2792	4.6	125	125	125	100	SC	3-13-07
41	FG Campbell Avenue Sta 48+00	2794	4.2	127	125	125	100+	SC	3-13-07
42	FG Campbell Avenue Sta 53+00	2796	4.6	123	125	125	98	SC	3-13-07
43	FG Campbell Avenue Sta 58+00	2802	4.8	125	125	125	100	SC	3-13-07
44	F Campbell Avenue Sta 67+60	2810	8.2	127	123	123	100+	SC	3-19-07

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SUMMARY OF FIELD DENSITY TESTS

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Test	(2)	(3)	(4)	Moisture Content (Percent)	Dry Density (pcf)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Degree of Compact. (Percent)	Remarks	Date of Test
(1)	(2)	(3)	(4)	(5)	(6)	(7)				
45	F	Campbell Avenue Sta 68+00	2812	7.8	123	123	123	100	SC	3-19-07
46	F	Campbell Avenue Sta 69+60	2814	8.2	126	123	123	100+	SC	3-28-07
47	F	Campbell Avenue Sta 70+00	2812	6.3	117	123	123	95	SC	3-28-07
48	F	Campbell Avenue Sta 66+20	2811	8.6	128	123	123	100+	SC	4-2-07
49	F	Campbell Avenue Sta 67+00	2812	7.8	125	123	123	100+	SC	4-2-07
50	F	Campbell Avenue Sta 67+80	2814	8.6	130	123	123	100+	SC	4-2-07

SUMMARY OF PROCTOR VALUES

Project: Campbell Avenue at Quail Creek II Project Number: 4952-003

Source	Description	Optimum Moisture (percent)	Maximum Dry Density (pcf)*
On-Site	Brown Silty SAND with Gravel	10.2	125
On-Site	Brown Silty SAND with Gravel	10.2	123

* Determined in accordance with ASTM D-698-91 Method C.



DATE: May 1, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 8 Cubic Yards

TRUCK/Ticket Number: 12174760

TYPE MIX: 150435

BATCH TIME: 9:55

TIME IN TRUCK: 35 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 5¾"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 75 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk- Campbell Ave. (west side) - Sta. 60+40

SAMPLED BY: WB

TIME: 10:30

DATE: 4-24-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
630	7	5-1-07	38,000	3025	121	SH
630	28	5-22-07				

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Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

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 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

DATE: May 3, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12174819

TYPE MIX: 150435

BATCH TIME: 9:32

TIME IN TRUCK: 48 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 5"

CONCRETE TEMPERATURE: 86 (F°)

AMB. AIR TEMPERATURE: 81 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk – Sta. 63+30 – East Side

SAMPLED BY: WB

TIME: 10:20

DATE: 4-25-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
631	7	5-2-07	34,500	2747	110	SH
631	28	5-23-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

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 GEOLOGISTS/GEOTECHNICAL ENGINEERS
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

DATE: May 3, 2007

PROJECT NUMBER: 4952-004
Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12174882

TYPE MIX: 150435

BATCH TIME: 9:36

TIME IN TRUCK: 54 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 5"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 76 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk – Sta. 59+20 – West Side

SAMPLED BY: WB

TIME: 10:30

DATE: 4-26-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
632	7	5-3-07	35,000	2787	111	SH
632	28	5-24-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

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 GEOLOGISTS/GEOTECHNICAL ENGINEERS
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

DATE: May 8, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12174117

TYPE MIX: 150426

BATCH TIME: 8:00

TIME IN TRUCK: 1Hour and 5 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: ¾"

CONCRETE TEMPERATURE: 80 (F°)

AMB. AIR TEMPERATURE: 73 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Curb – Campbell Ave. – Sta. 63+50

SAMPLED BY: WB

TIME: 9:05

DATE: 4-10-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
611	7	4-17-07	42,500	3384	135	SH
611	28	5-8-07	60,000	4777	191	SH

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Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

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DATE: May 22, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12175627

TYPE MIX: 150479

BATCH TIME: 9:30

TIME IN TRUCK: 40 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4½"

CONCRETE TEMPERATURE: 79 (F°)

AMB. AIR TEMPERATURE: 82 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Headwall – Sta. 35+00, Toe-Down - Sta. 50+00

SAMPLED BY: WB

TIME: 10:30

DATE: 5-10-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
669	7	5-17-07	42,500	3384	113	SH
669	28	6-7-07				
669	28	6-7-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



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 GEOLOGISTS/GEOTECHNICAL ENGINEERS
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
 Offices: Arizona California

DATE: May 22, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12175560

TYPE MIX: 150426

BATCH TIME: 6:40

TIME IN TRUCK: 50 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 1¼"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 73 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Curb – Campbell Avenue – Station 40+20 - East Side

SAMPLED BY: WB

TIME: 7:30

DATE: 5-11-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
674	7	5-18-07	39,000	3105	124	SH
674	28	6-8-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



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 GEOLOGISTS/GEOTECHNICAL ENGINEERS
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
 Offices: Arizona California

DATE: May 23, 2007

PROJECT NUMBER: 4952004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12174819

TYPE MIX: 150435

BATCH TIME: 9:32

TIME IN TRUCK: 48 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 5"

CONCRETE TEMPERATURE: 86 (F°)

AMB. AIR TEMPERATURE: 81 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk – Sta. 63+30 – East Side

SAMPLED BY: WB

TIME: 10:20

DATE: 4-25-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
631	7	5-2-07	34,500	2747	110	SH
631	28	5-23-07	54,000	4299	172	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

Handwritten mark



DATE: May 23, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 8 Cubic Yards

TRUCK/Ticket Number: 12174760

TYPE MIX: 150435

BATCH TIME: 9:55

TIME IN TRUCK: 35 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 5¾"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 75 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk- Campbell Ave. (west side) - Sta. 60+40

SAMPLED BY: WB

TIME: 10:30

DATE: 4-24-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
630	7	5-1-07	38,000	3025	121	SH
630	28	5-22-07	56,500	4498	180	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

Jen



DATE: May 23, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12175809

TYPE MIX: 150435

BATCH TIME: 10:45

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 6"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 92 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk – Campbell Ave.- Sta. 42+80 – East Side
 Toe Down - Sta. 50+00 – West Side

SAMPLED BY: WB

TIME: 11:15

DATE: 5-16-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
678	7	5-23-07	31,000	2468	99	SH
678	28	6-13-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



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 GEOLOGISTS/GEOTECHNICAL ENGINEERS
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

DATE: May 23, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12175727

TYPE MIX: 150426

BATCH TIME: 9:40

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 1½"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 87 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Curb- Campbell Ave. - Sta. 49+00

SAMPLED BY: WB

TIME: 10:10

DATE: 5-15-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
677	7	5-22-07	40,000	3185	127	SH
677	28	6-12-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



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 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

6898 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

DATE: May 24, 2007

PROJECT NUMBER: 4952-004
Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12174882

TYPE MIX: 150435

BATCH TIME: 9:36

TIME IN TRUCK: 54 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 5"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 76 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk – Sta. 59+20 – West Side

SAMPLED BY: WB

TIME: 10:30

DATE: 4-26-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
632	7	5-3-07	35,000	2787	111	SH
632	28	5-24-07	59,000	4697	188	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

m



DATE: May 30, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12175990

TYPE MIX: 150435

BATCH TIME: 10:33

TIME IN TRUCK: 37 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 86 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Scupper – Campbell Ave. – Sta. 35+00

SAMPLED BY: WB

TIME: 11:10

DATE: 5-21-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
685	7	5-28-07	41,500	3304	132	SH
685	28	6-18-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



DATE: June 1, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12176022

TYPE MIX: 150484

BATCH TIME: 7:29

TIME IN TRUCK: 21 Minutes

DESIGN STRENGTH (PSI): 3500/28 Days

SLUMP: 7"

CONCRETE TEMPERATURE: 79 (F°)

AMB. AIR TEMPERATURE: 86 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Box Culvert – Campbell Ave. – Sta. 50+00

SAMPLED BY: WB

TIME: 7:50

DATE: 5-22-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
686	7	5-29-07	48,500	3861	110	SH
686	28	6-19-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

Jm



DATE: June 5, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12176308

TYPE MIX: 150484

BATCH TIME: 10:28

TIME IN TRUCK: 1 Hour and 3 Minutes

DESIGN STRENGTH (PSI): 3500/28 Days

SLUMP: 6½"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 89 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Box Culvert – Campbell Ave. – Sta. 50+00 – North Wall

SAMPLED BY: WB

TIME: 11:25

DATE: 5-29-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
697	7	6-5-07	45,000	3583	102	SH
697	28	6-26-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

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 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

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 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

DATE: June 8, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12175560

TYPE MIX: 150426

BATCH TIME: 6:40

TIME IN TRUCK: 50 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 1 1/4"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 73 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Curb – Campbell Avenue – Station 40+20 - East Side

SAMPLED BY: WB

TIME: 7:30

DATE: 5-11-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
674	7	5-18-07	39,000	3105	124	SH
674	28	6-8-07	50,000	3981	159	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



DATE: June 8, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 12175627

TYPE MIX: 150479

BATCH TIME: 9:30

TIME IN TRUCK: 40 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4½"

CONCRETE TEMPERATURE: 79 (F°)

AMB. AIR TEMPERATURE: 82 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Headwall – Sta. 35+00, Toe-Down - Sta. 50+00

SAMPLED BY: WB

TIME: 10:30

DATE: 5-10-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
669	7	5-17-07	42,500	3384	113	SH
669	28	6-7-07	56,000	4459	149	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



DATE: June 12, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12175727

TYPE MIX: 150426

BATCH TIME: 9:40

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 1½"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 87 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Curb- Campbell Ave. - Sta. 49+00

SAMPLED BY: WB

TIME: 10:10

DATE: 5-15-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
677	7	5-22-07	40,000	3185	127	SH
677	28	6-12-07	54,000	4299	172	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



DATE: June 13, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12175809

TYPE MIX: 150435

BATCH TIME: 10:45

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 6"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 92 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Sidewalk – Campbell Ave.- Sta. 42+80 – East Side
 Toe Down - Sta. 50+00 – West Side

SAMPLED BY: WB

TIME: 11:15

DATE: 5-16-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
678	7	5-23-07	31,000	2468	99	SH
678	28	6-13-07	53,000	4220	169	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

WB



DATE: June 18, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12175990

TYPE MIX: 150435

BATCH TIME: 10:33

TIME IN TRUCK: 37 Minutes

DESIGN STRENGTH (PSI): 2500/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 86 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Scupper – Campbell Ave. – Sta. 35+00

SAMPLED BY: WB

TIME: 11:10

DATE: 5-21-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
685	7	5-28-07	41,500	3304	132	SH
685	28	6-18-07	66,000	5255	210	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

Jm



DATE: June 18, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12176875

TYPE MIX: 150484

BATCH TIME: 8:20

TIME IN TRUCK: 25 Minutes

DESIGN STRENGTH (PSI): 3500/28 Days

SLUMP: 6¼"

CONCRETE TEMPERATURE: 78 (F°)

AMB. AIR TEMPERATURE: 81 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Box Culvert- Sta. 50+00 - Surface

SAMPLED BY: WB

TIME: 8:45

DATE: 6-11-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
718	7	6-18-07	47,000	3742	107	C
718	28	7-9-07				
718	28	7-9-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

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1085 N. Campbell Ave. Ste. 210
 Tucson, Arizona 85724
 (520) 298-1111
 (520) 298-1112

DATE: June 19, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12176022

TYPE MIX: 150484

BATCH TIME: 7:29

TIME IN TRUCK: 21 Minutes

DESIGN STRENGTH (PSI): 3500/28 Days

SLUMP: 7"

CONCRETE TEMPERATURE: 79 (F°)

AMB. AIR TEMPERATURE: 86 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Box Culvert – Campbell Ave. – Sta. 50+00

SAMPLED BY: WB

TIME: 7:50

DATE: 5-22-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
686	7	5-29-07	48,500	3861	110	SH
686	28	6-19-07	58,000	4618	132	SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

2.1



DATE: June 25, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12176875

TYPE MIX: 150484

BATCH TIME: 8:20

TIME IN TRUCK: 25 Minutes

DESIGN STRENGTH (PSI): 3500/28 Days

SLUMP: 6¼"

CONCRETE TEMPERATURE: 78 (F°)

AMB. AIR TEMPERATURE: 81 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Box Culvert- Sta. 50+00 - Surface

SAMPLED BY: WB

TIME: 8:45

DATE: 6-11-07

<u>Lab</u>			<u>Compressive Strength</u>		<u>% Of</u>	<u>Type</u>
<u>Control</u>	<u>Test</u>	<u>Date of</u>	<u>(ASTM C617-85a,C39-84)</u>		<u>Design</u>	<u>Of</u>
<u>Number</u>	<u>at Days</u>	<u>Test</u>	<u>Maximum Load</u>	<u>P.S.I</u>	<u>Strength</u>	<u>Fracture</u>
718	7	6-18-07	47,000	3742	107	C
718	14	6-25-07	54,500	4339	124	SH
718	28	7-9-07				

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar



Geo/Resource Consultants, Inc.
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6906 N. Central Expressway, Suite 200
 Phoenix, Arizona 85018
 (602) 998-8800 FAX (602) 998-8801
 WWW.GEORESOURCECONSULTANTS.COM

DATE: June 27, 2007

PROJECT NUMBER: 4952-004

TO: Robson Ranch Quail Creek, LLC
 2175 E. Quail Crossing Blvd.
 Sahuarita, AZ 85614

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Cemex

BATCH SIZE: 10 Cubic Yards

TRUCK/Ticket Number: 12176308

TYPE MIX: 150484

BATCH TIME: 10:28

TIME IN TRUCK: 1 Hour and 3 Minutes

DESIGN STRENGTH (PSI): 3500/28 Days

SLUMP: 6½"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 89 (F°)

NUMBER OF CYLINDERS: 3

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Box Culvert – Campbell Ave. – Sta. 50+00 – North Wall

SAMPLED BY: WB

TIME: 11:25

DATE: 5-29-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
697	7	6-5-07	45,000	3583	102	SH
697	28	6-26-07	59,000	4697	134	C&SH

Types of Fracture

C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar