

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

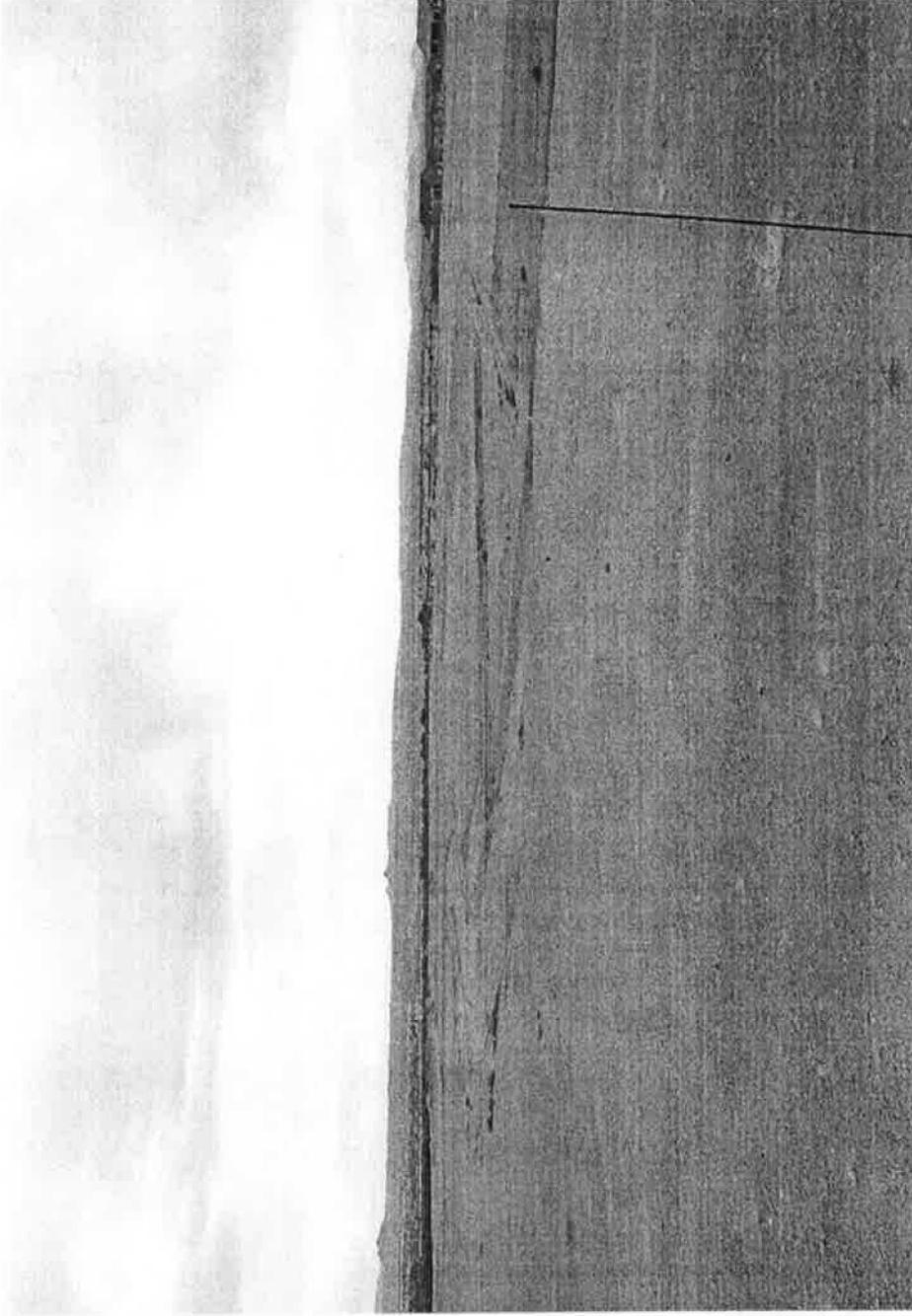
CFD ID # 11

DESCRIPTION

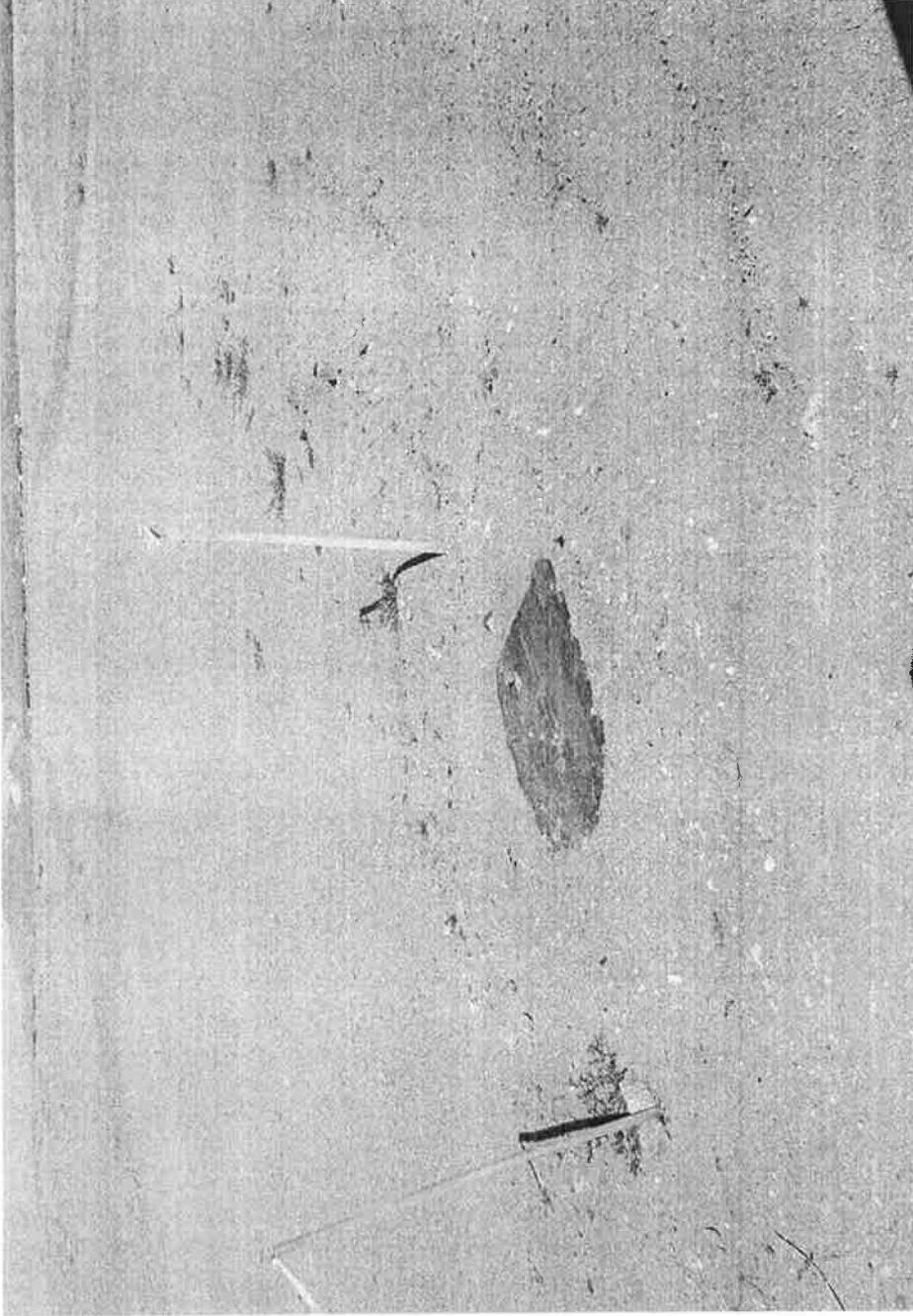
Public Sewer System

\$803,146.86

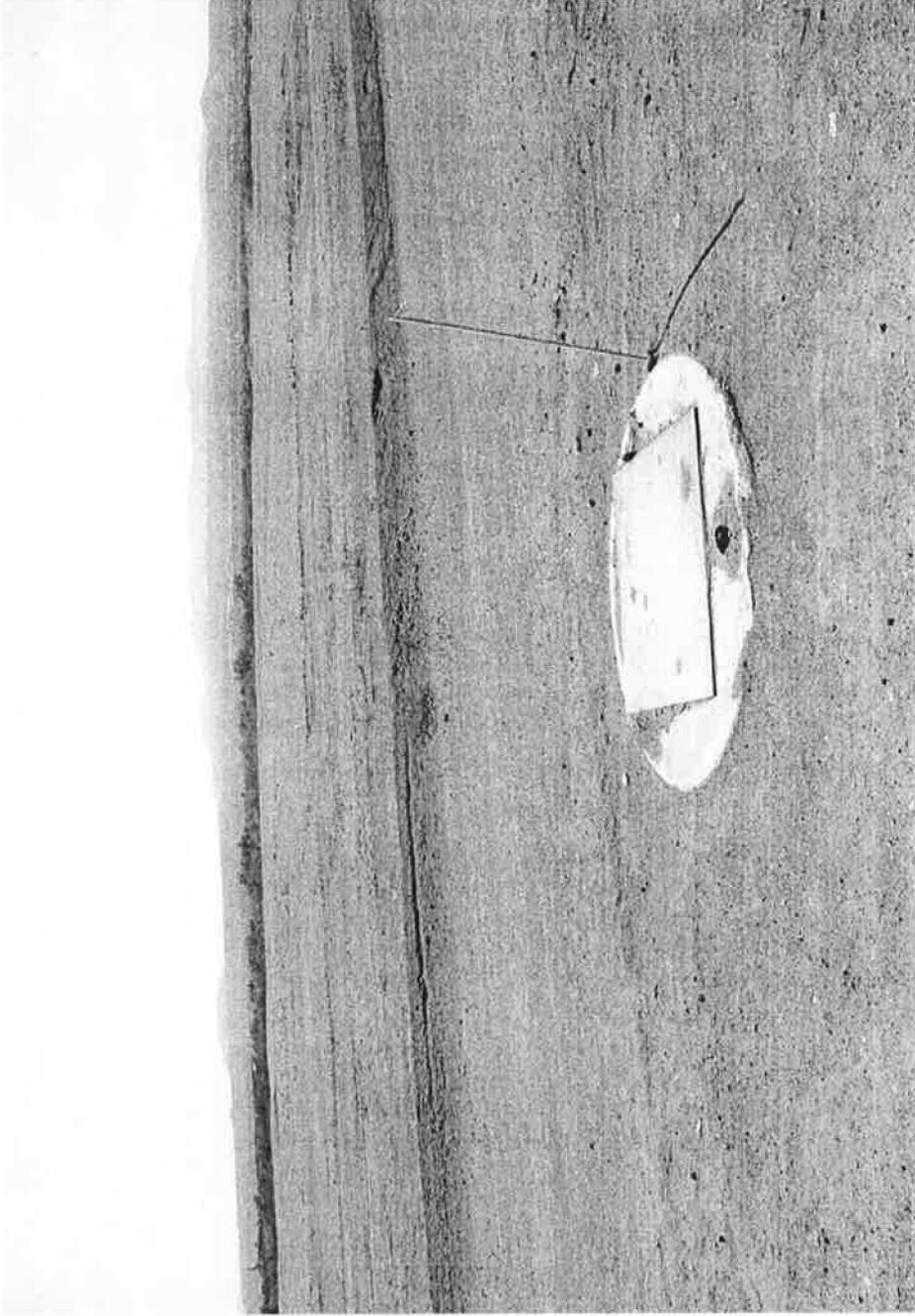
Public Sewer System



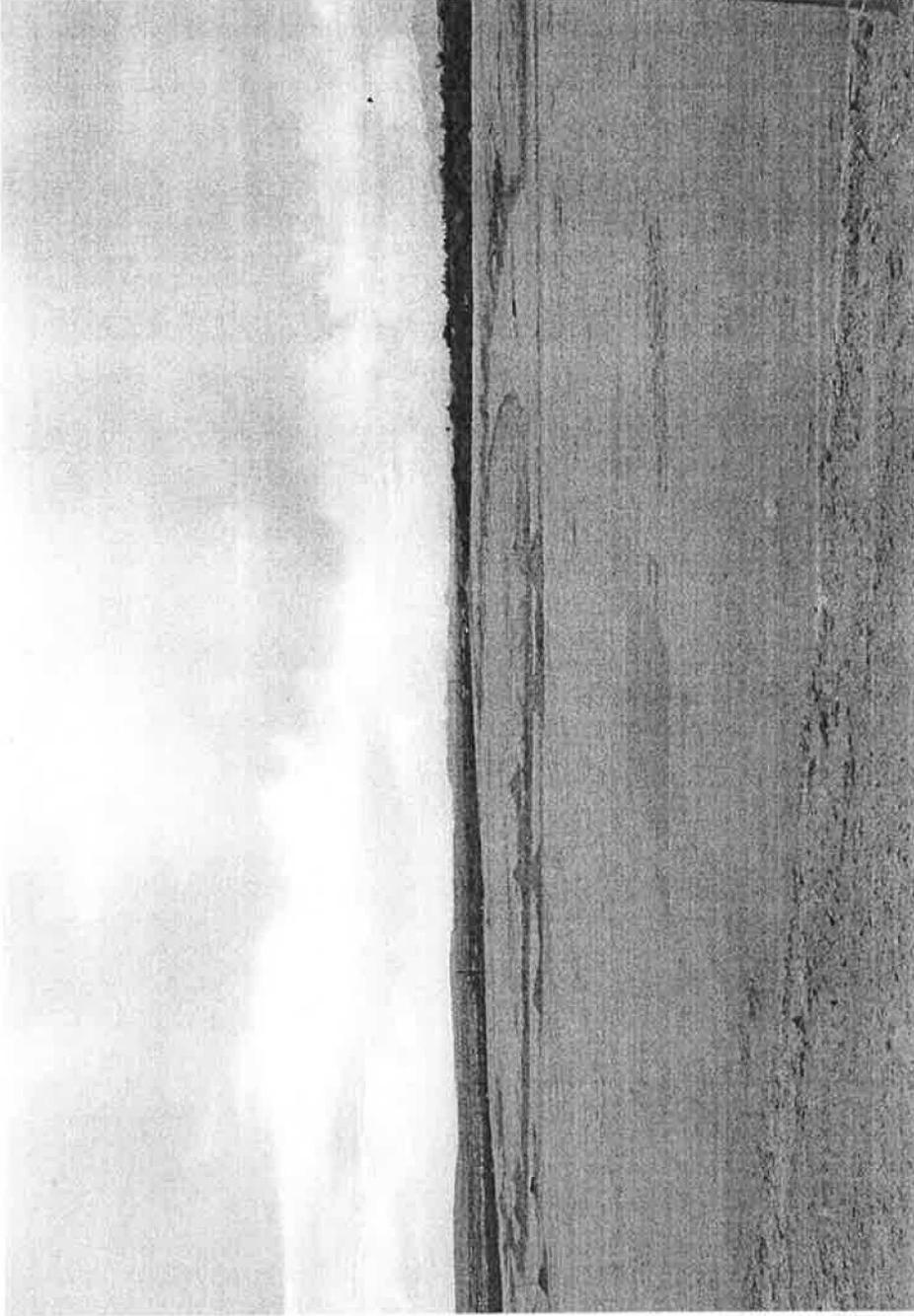
Area of Completed Sewer in Unit 20/21



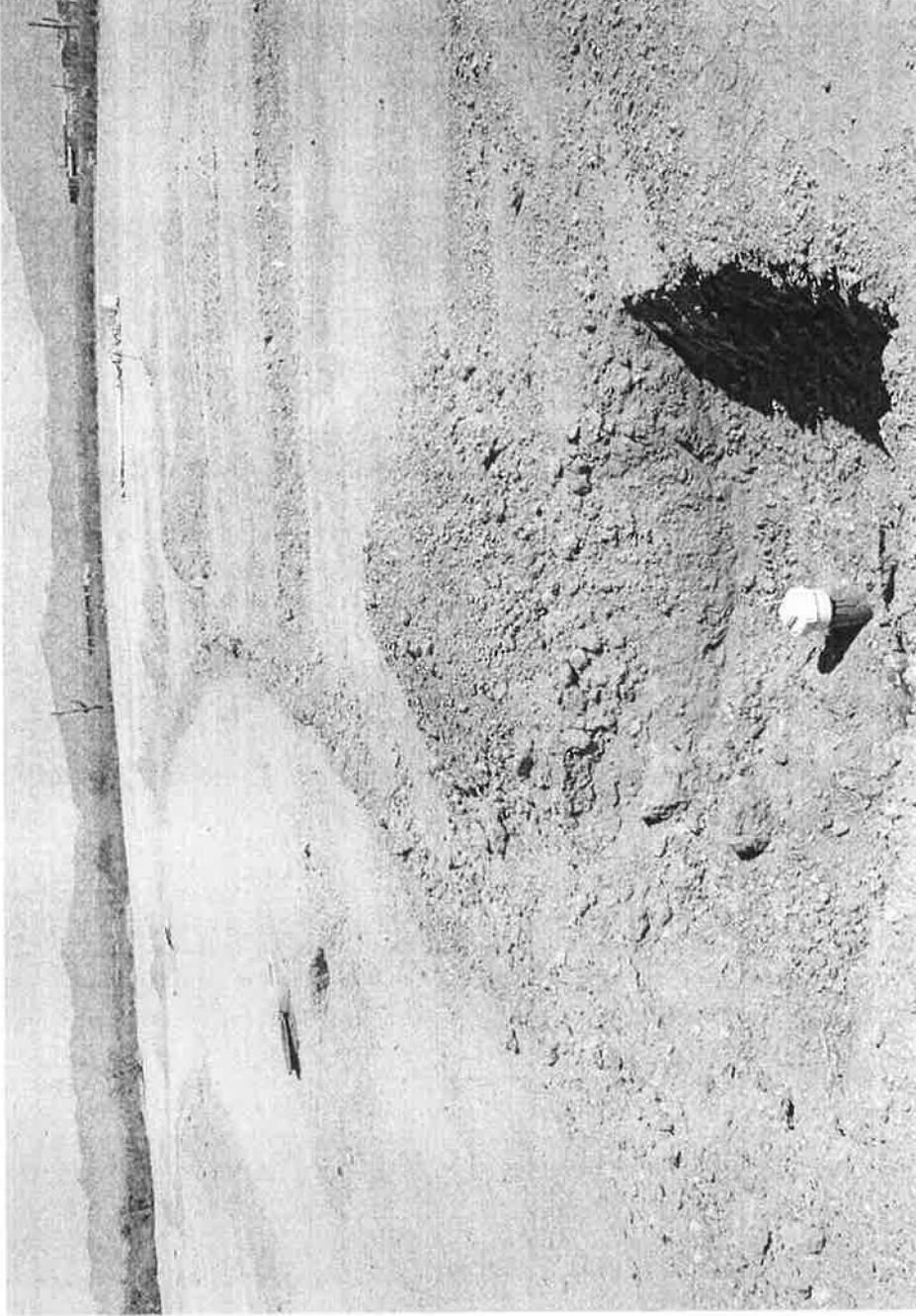
Sewer Manhole Covered in Unit 20/21



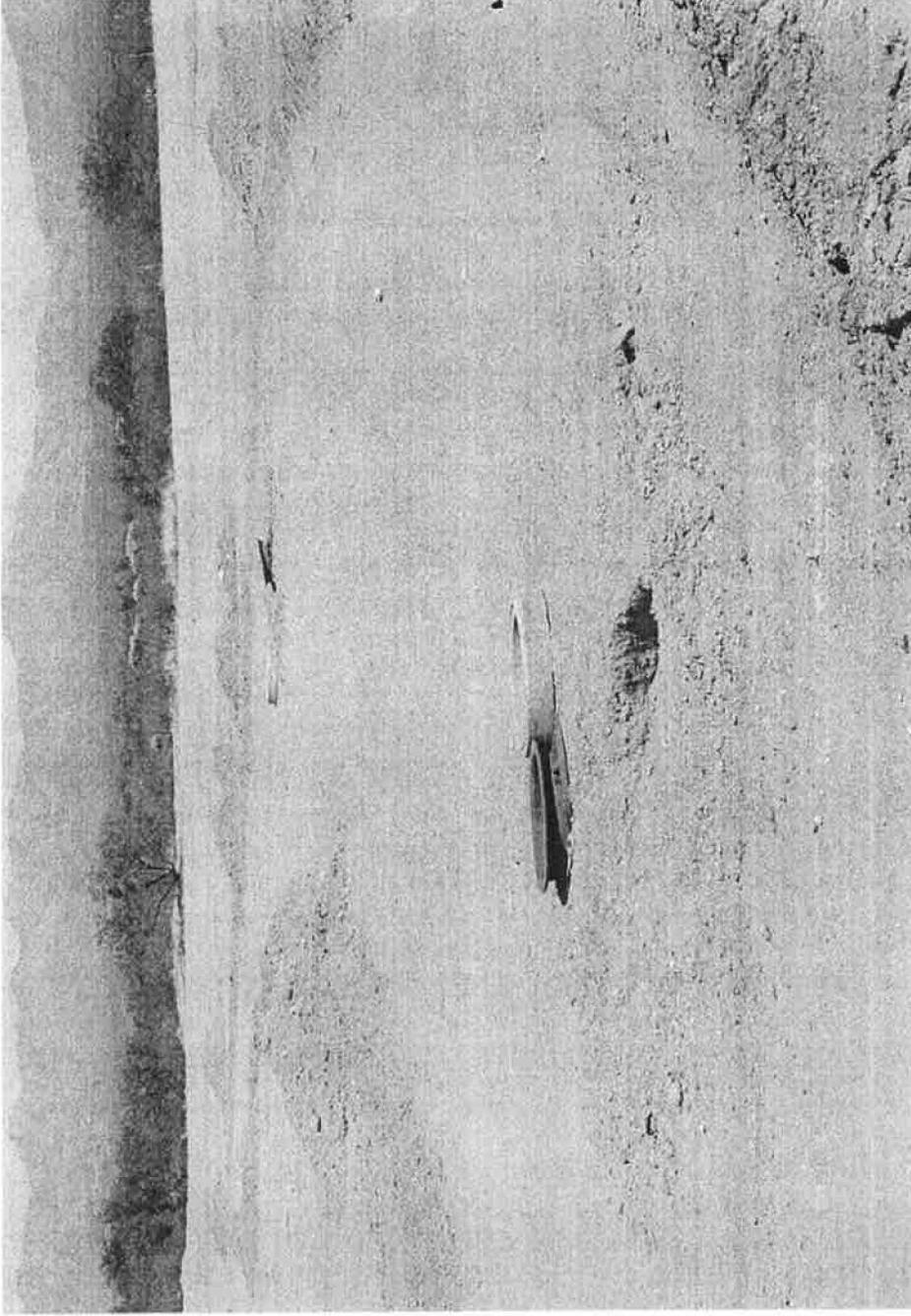
Completed Sewer in Unit 20/21



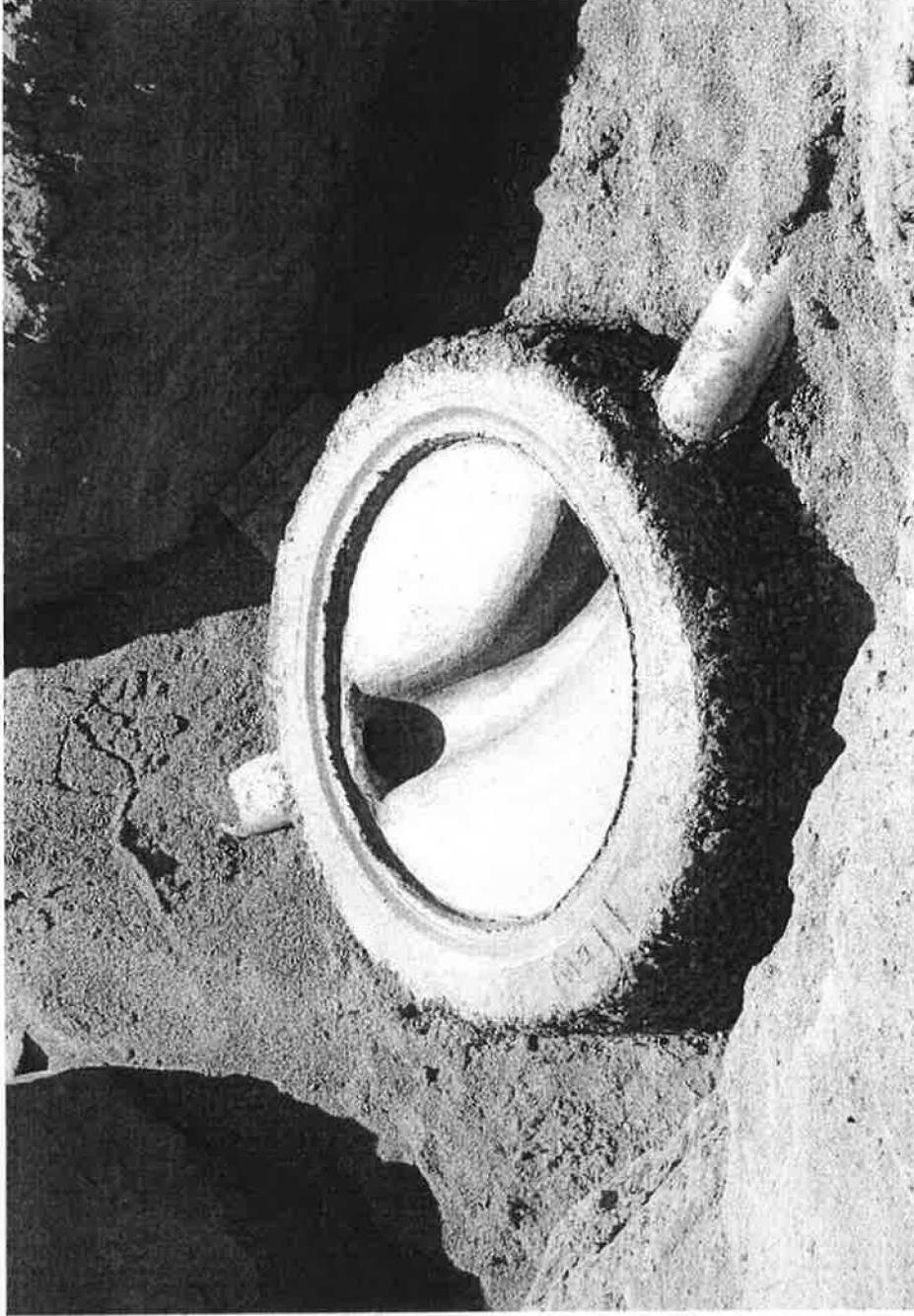
Area of Completed Sewer in Unit 5



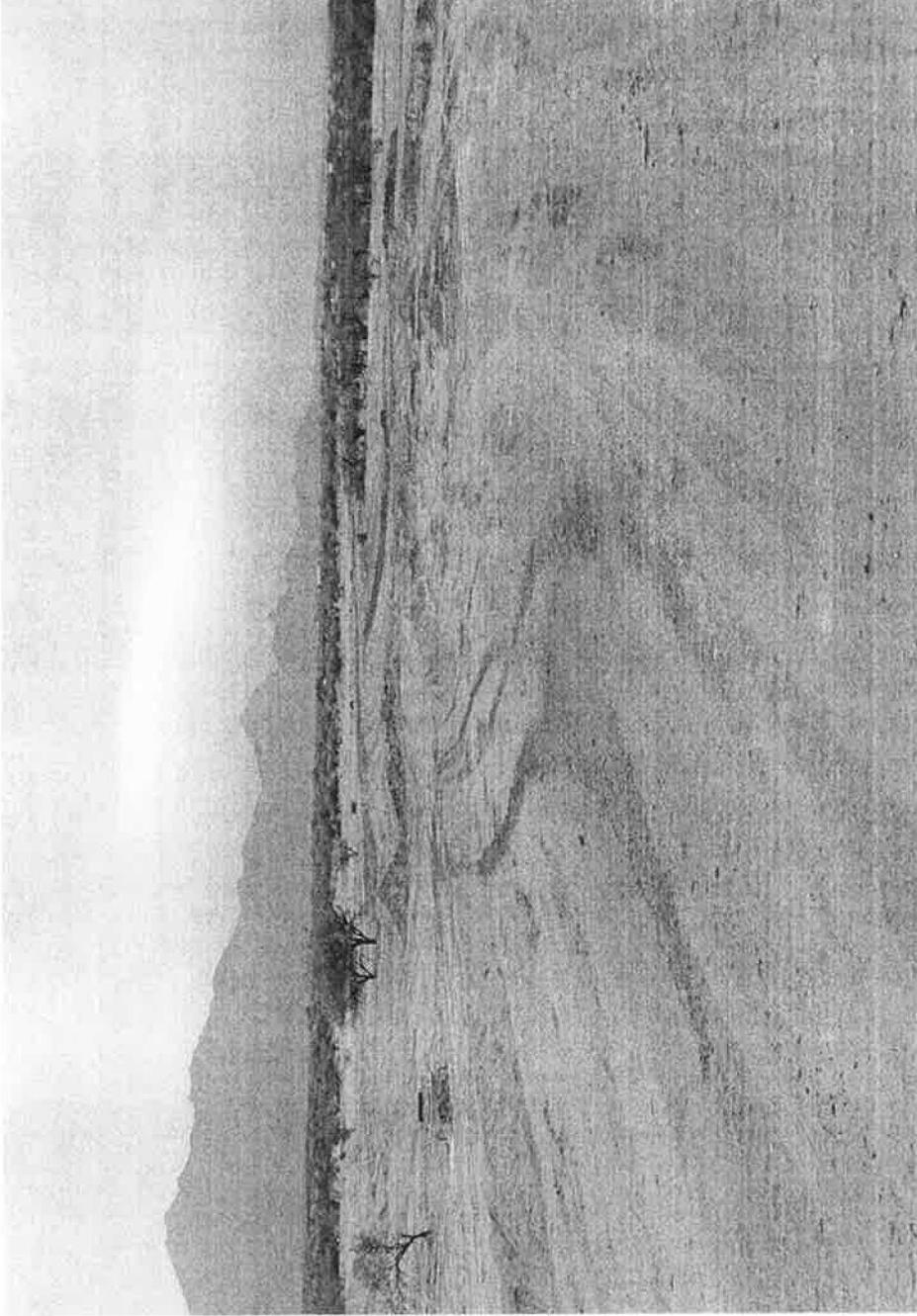
Sewer in Unit 5



Sewer in Unit 5



CFD Sewer (Campbell)



Sewer in Campbell



Sewer Trunk, North of Quail Crossing



Sewer Trunk, North of Quail Crossing

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
B&R Engineering Total			\$30,802.00
Amerson Surveying Total			\$28,200.00
GeoResource Total			\$4,994.50
Jack Osborn Total			\$300.00
O'Leary Const., Inc. Total			\$3,779.00
O'Leary Const., Inc. (62615) Total			\$575,794.51
O'Leary Const., Inc. (65349) Total			\$38,710.75
O'Leary Const., Inc. (65779) Total			\$46,755.00
Pima County DEQ Total			\$2,400.00
Pima County Dev. Services Total			\$4,065.00
Quail Creek Water Total			\$10,153.85
Sales Tax Total			\$23,175.91
Overhead Total			\$34,016.34
			=====
			\$803,146.86

Public Sewer System

Quail Creek Community Facilities District

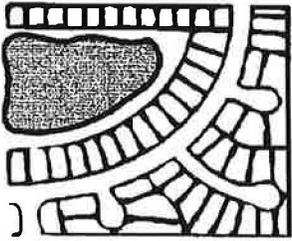
Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
B&R Engineering		5/4/07	\$5,185.00
B&R Engineering		5/4/07	\$12,654.00
B&R Engineering		5/4/07	\$5,352.00
B&R Engineering		5/4/07	\$5,074.00
B&R Engineering		5/4/07	\$2,537.00
B&R Engineering Total			\$30,802.00

Public Sewer System



B&R

ENGINEERING, INC.

LAND PLANNING - CIVIL ENGINEERING - SURVEYING

9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

INVOICE

Invoice Date: May 4, 2007

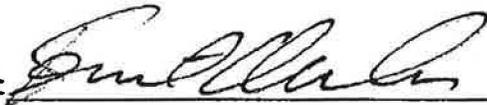
TO:

Robson Ranch Quail Creek, LLC
9532 E. Riggs Rd.
Sun Lakes, AZ 85248

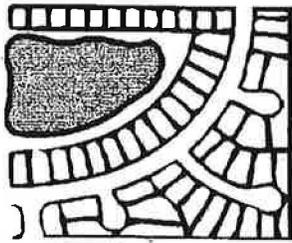
FOR:

Quail Creek CFD
Unit 20 - Sewer

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – CAD Designer	48.0	\$48.00/hr.	\$2,304.00
Engineering costs – Project Engineer/Designer	33.5	\$86.00/hr,	\$2,881.00
TOTAL			\$5,185.00

Approved: 

328012



BR&R

ENGINEERING, INC.

LAND PLANNING - CIVIL ENGINEERING - SURVEYING

9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

INVOICE

Invoice Date: May 4, 2007

TO:

Robson Ranch Quail Creek, LLC
9532 E. Riggs Rd.
Sun Lakes, AZ 85248

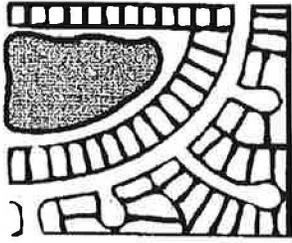
FOR:

Quail Creek CFD
Unit 21- Sewer

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – CAD Designer	226.0	\$48.00/hr.	\$10,848.00
Engineering costs – Project Engineer/Designer	21.0	\$86.00/hr.	\$1,806.00
TOTAL			\$12,654.00

Approved: 

328012



BR&R

ENGINEERING, INC.

LAND PLANNING - CIVIL ENGINEERING - SURVEYING

9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

INVOICE

Invoice Date: May 4, 2007

TO:

Robson Ranch Quail Creek, LLC
9532 E. Riggs Rd.
Sun Lakes, AZ 85248

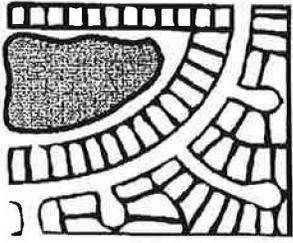
FOR:

Quail Creek CFD
Unit 5 - Sewer

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – CAD Designer	111.50	\$48.00/hr.	\$5,352.00
TOTAL			\$5,352.00

Approved: _____

328012



BR
&

ENGINEERING, INC.

LAND PLANNING - CIVIL ENGINEERING - SURVEYING

9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

INVOICE

Invoice Date: May 4, 2007

TO:

Robson Ranch Quail Creek, LLC
9532 E. Riggs Rd.
Sun Lakes, AZ 85248

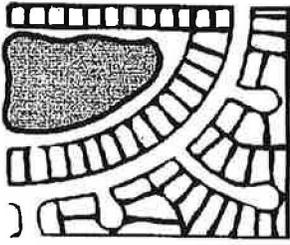
FOR:

Quail Creek CFD
Public Sewer Phase I

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – Project Engineer/Designer	59.0	\$86.00/hr.	\$5,074.00
	TOTAL		\$5,074.00

Approved: _____

328012



BR
&

ENGINEERING, INC.

LAND PLANNING - CIVIL ENGINEERING - SURVEYING

9666 E. Riggs Road, Suite 118, Sun Lakes, AZ 85248-7404 • (480) 895-0799 • FAX (480) 895-5557

INVOICE

Invoice Date: May 4, 2007

TO:

Robson Ranch Quail Creek, LLC
9532 E. Riggs Rd.
Sun Lakes, AZ 85248

FOR:

Quail Creek CFD
Public Sewer Phase II

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – Project Engineer/Designer	29.5	\$86.00/hr.	\$2,537.00
TOTAL			\$2,537.00

Approved: 

328014

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Amerson Surveying	7139	6/30/06	\$6,250.00
Amerson Surveying	7199	7/31/06	\$3,625.00
Amerson Surveying	7200	7/31/06	\$4,237.50
Amerson Surveying	7201	7/31/06	\$187.50
Amerson Surveying	7262	8/31/06	\$1,125.00
Amerson Surveying	7263	8/31/06	\$500.00
Amerson Surveying	7264	8/31/06	\$2,625.00
Amerson Surveying	7556	12/29/06	\$2,850.00
Amerson Surveying	7644	2/28/07	\$600.00
Amerson Surveying	7691	1/31/07	\$300.00
Amerson Surveying	7808	3/30/07	\$4,200.00
Amerson Surveying	7809	3/20/07	\$900.00
Amerson Surveying	7334A	9/30/06	\$400.00
Amerson Surveying	7335A	9/30/06	\$400.00
Amerson Surveying Total			\$28,200.00

Public Sewer System

to CFD

AMERSON SURVEYING, INC.

4552 E. Camp Lowell Drive
Tucson, Arizona . 85712
fax (520) 325-8703
(520) 325-5883

DATE: June 30, 2006
INVOICE NO. 7139

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 21**
AS #05021

06/06/06	Staked mainline sewer ± 1800 l.f. Graded with level.	\$1,125.00
06/07/06	Staked mainline sewer ± 1600 l.f. Graded with level.	1,125.00
06/08/06	Ran level loop through control points.	625.00
06/08/06	Staked sewer services on 47 lots.	1,125.00
06/14/06	Staked 1600 l.f. mainline sewer. Graded with level.	1,125.00
06/19/06	Staked and graded sewer services on 43 lots.	1,125.00
06/22/06	Prepared revised Legal Description for Unit 20 and faxed copy to Traci at Quail Creek and Pam Kreis at Lawyers Title of Arizona.	<u>n/c</u>
TOTAL DUE		\$6,250.00

Thank you!

MKA:ga

320012

320021. 1730.1195



RECEIVED JUN 12 2006

AMERSON SURVEYING, INC.

To CFD

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: July 31, 2006
INVOICE NO. 7199

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 20**
AS #05021

07/20/06	Began staking mainline sewer and 25 services.	\$1,000.00
07/21/06	Staked mainline.	1,000.00
07/24/06	Staked remaining mainline sewer.	750.00
07/25/06	Staked HCS's on Lots 1-12, 47-49 and 66-72. Graded ±500 l.f. of sewer line.	<u>875.00</u>
TOTAL DUE		\$3,625.00

Thank you!

MKA:ga

328012

320020.1730.1195

RECEIVED *RF*
AUG 7 2006

AMERSON SURVEYING, INC.

To CFD

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: July 31, 2006
INVOICE NO. 7200

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 21**
AS #05021

07/07/06	Remarked and stood up lath on sewer mainline.	\$500.00
07/10/06	Bluetopped pads on Lots 46-54. As-built sewer inverts of manholes No. 1 and No. 2.	625.00 250.00
07/14/06	As-built sewer inverts of manholes No. 3 and No. 4.	300.00
07/19/06	Staked remaining 800 l.f. mainline sewer and 36 services. As-built inverts on manholes 5 and 24.	1,125.00 187.50
07/20/06	As-built inverts on manholes 6-9.	375.00
07/24/06	As-built inverts on manholes 25-28.	375.00
07/25/06	As-built inverts on manholes 10-13.	375.00
07/28/06	HCS's 100% complete.	<u>750.00</u>
TOTAL DUE		\$4,862.50

Thank you!

MKA:ga

CFD AMOUNT \$4237.50

328012

320021.1730.1195

RECEIVED AUG 7 2006



AMERSON SURVEYING, INC.

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: July 31, 2006
INVOICE NO. 7201

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

CFD

INVOICE

RE: **Quail Creek II, Unit 21 - Additional
AS #05021**

07/10/06	Staked realignment of manholes No. 24 and No. 25 - regraded sewer line staking. (Manholes moved to avoid water).	\$ n/c
07/14/06	Shot sewer line points on manholes No. 5 and No. 6 for checking sewer pipe per Brad.	<u>187.50</u>
TOTAL DUE		\$187.50

Thank you!

MKA:ga

328012

320021.1730.1195

CFD

RECEIVED AUG 7 2006

To CFD

AMERSON SURVEYING, INC.

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: August 31, 2006
INVOICE NO. 7262

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 20**
AS #05021

08/30/06 Shot and marked top of curb grades on sewer HCS's on all
72 lots.

TOTAL DUE **\$1,125.00**

Thank you!

MKA:ga

320012

CFD Sewer Unit 20

320020.1730.1195



RECEIVED SEP 08 2006

To CFD

AMERSON SURVEYING, INC.

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: August 31, 2006
INVOICE NO. 7263

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 21**
AS #05021

08/04/06 As-built sewer manholes.

TOTAL DUE **\$500.00**

Thank you!

MKA:ga

328002

CFD Sewer - Unit 21

320021. 1730.1195



RECEIVED SEP 08 2006

AMERSON SURVEYING, INC.

To CFO

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: August 31, 2006
INVOICE NO. 7264

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 21 - Additional
AS #05021**

08/10/06	As-built manhole inverts on eight manholes. Dipped HCS's for as-builts on 30 lots.	\$625.00
08/11/06	As-built HCS locations and marked cuts to top of curb on pipes ± half of site.	1,000.00
08/14/06	As-built inverts on last six manholes. Shot HCS's and gave grades to top of curb.	500.00 <u>500.00</u>
TOTAL DUE		\$2,625.00

Thank you!

MKA:ga

32802

320021. 1730-1195


RECEIVED SEP 18 2006



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

Invoice

Date	Invoice #
12/29/2006	7556

Bill To

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

PROJECT
Sewer 05036 Unit 5

CFD

Date of Service	Description	Amount
12/12/2006	Sewer: Started.	1,200.00
12/20/2006	Sewer: Completed.	900.00
12/18/2006	Sewer: As-built inverts on Manholes 1, 2 and 3.	300.00
12/22/2006	Sewer: As-built HCS locations on Lots 1-16.	450.00
<p><i>388012.1730.1195 320005 C</i> <i>SEWER STAKE & ASBUILTS</i> <i>CFD SEWER</i></p>		
<p>RECEIVED JAN 02 2007 <i>[Signature]</i></p>		
Total		\$2,850.00

Invoice



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

Date	Invoice #
2/28/2007	7644

CFD

Bill To

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

PROJECT
HCS As-builts 05036 Unit 5

Date of Service	Description	Amount
1/17/2007	Found and tied in geodetic control points for HCS as-builts on State Plane coordinates. <i>5 sewer</i> <i>328012.1730.1195</i> <i>320005 C</i>	600.00
RECEIVED MAR 14 2007 <i>JF</i>		
Total		\$600.00



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

Invoice

Date	Invoice #
1/31/2007	7691

CFD

Bill To

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

PROJECT
Contract 05036 Unit 5

Date of Service	Description	Amount
1/29/2007	As-Built invert elevations on remaining manholes. <i>CFD SOWER</i> <i>328012.1730.1195</i> <i>UNIT'S MH ASBUILTS</i>	300.00
<p><i>JF</i></p> <p>RECEIVED FEB 07 2007</p>		<p>Total \$300.00</p>



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

Invoice

Date	Invoice #
3/30/2007	7808

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
3/2/2007	Catch Basins: Staked two remaining catch basins and shot forms on four other catch basins.	600.00
3/8/2007	Catch Basins: Checked layout and grades on two catch basins.	150.00
3/26/2007	Sewer: Started staking sewer mainline.	+ 1,200.00
3/28/2007	Sewer: Staked sewer.	+ 1,200.00
3/29/2007	Sewer: Graded with level.	+ 900.00
3/30/2007	Sewer: Staked remaining mainline and graded with a level.	+ 900.00
3/30/2007	Curb Staking: Staked curb cuts at Quail Crossing Blvd.	300.00
	328017.1730.1195 1050.00	DRAINS & CURBS
	328014.1730.1195 4200.00	CAMPBELL SEWER
RECEIVED	APR 03 2007 <i>JF</i>	
Total		\$5,250.00

Invoice



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

Date	Invoice #
3/30/2007	7809

CFD Sewer

Bill To

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

PROJECT
Contract 05036 Unit 5

Date of Service	Description	Amount
3/2/2007	Sewer: as-built locations of HCS's and manholes for plan redlines.	600.00
3/5/2007	Sewer: marked HCS top of curb cuts on all services.	300.00
<p>328012.1730.1195 320005C ASBUILTS AND LOCATORS</p>		
<p>RECEIVED APR 03 2007 <i>JCF</i></p>		
Total		\$900.00

CFD

AMERSON SURVEYING, INC.

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: September 30, 2006
INVOICE NO. 7334a

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

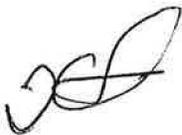
RE: **Quail Creek II, Unit 20 - Sewer Only**
AS #05021

09/06/06	Drafted as-builts onto Mylars.	\$300.00
09/07/06	Prepared certification letter regarding sewer as-builts. Delivered original Mylars with letter to Donna J. S. Hancock, P.E., at B & R Engineering on 9/11/2006.	<u>100.00</u>
TOTAL DUE		\$400.00

Thank you!

MKA:ga

325012



CFD

AMERSON SURVEYING, INC.

4552 E. Camp Lowell Drive
Tucson, Arizona 85712
fax (520) 325-8703
(520) 325-5883

DATE: September 30, 2006
INVOICE NO. 7335a

Robson Ranch Quail Creek LLC
Attn: Mr. Tom Fetterly
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

INVOICE

RE: **Quail Creek II, Unit 21 - Sewer Only**
AS #05021

09/06/06	Drafted as-builts onto Mylars.	\$300.00
09/07/06	Prepared certification letter regarding sewer as-builts. Delivered original Mylars with letter to Donna J. S. Hancock, P.E., at B & R Engineering on 9/11/2006.	<u>100.00</u>
	TOTAL DUE	\$400.00

Thank you!

MKA:ga

328012

OCF

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
GeoResource	4812-202/07-06	8/18/06	\$192.00
GeoResource	4812-202/08-06	9/12/06	\$795.50
GeoResource	4812-202/09-06	10/16/06	\$330.00
GeoResource	4812-212/07-6	8/18/06	\$972.50
GeoResource	4812-212/08-06	9/12/06	\$644.50
GeoResource	4812-212/09-06	10/16/06	\$114.00
GeoResource	4919-002/01-07	2/15/07	\$1,043.50
GeoResource	4919-003/02-07	3/13/07	\$902.50
GeoResource Total			\$4,994.50

Public Sewer System



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:
4812-202/07-06
 Invoice Date:
Aug 18, 2006

RRQ

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

GRC Project Number: 4812-202

Due Upon Receipt

QUAIL CREEK UNIT 20

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER			
SERVICES: 7/1/06 - 7/29/06			
TECHNICIAN	3.50	42.00	\$ 147.00
MILEAGE			\$ 45.00

328012

Total Invoice Amount

\$ 192.00

3-020.17 30.1118

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

RECEIVED AUG 21 2006

Corporate Headquarters
211 10th Street, Suite 298
Oakland, California 94607
(510) 832-3177 FAX (510) 832-6013
Website: www.georesource.com

Invoice

CFD

Page: 1
Invoice Number:
4812-202/08-06
Invoice Date:
Sep 12, 2006

RRQ

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

GRC Project Number: 4812-202

Due Upon Receipt

QUAIL CREEK UNIT 20

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER			
SERVICES: 7/31/06 - 8/26/06			
PROJECT MANAGER	0.50	65.00	\$ 32.50
TECHNICIAN	11.50	42.00	\$ 483.00
LAB SERVICES			\$ 110.00
MILEAGE			\$ 110.00
WORD PROCESSING	1.50	40.00	\$ 60.00

Total Invoice Amount \$ 795.50

JCF

3 012.1730.1110

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

RECEIVED SEP 25 2006



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

CFD

Invoice

Page: 1
Invoice Number:
4812-202/09-06
Invoice Date:
Oct 16, 2006

RRQ

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

GRC Project Number: 4812-202

Due Upon Receipt

QUAIL CREEK UNIT 20

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER			
SERVICES: 8/27/06 - 9/30/06			
PROJECT MANAGER	0.50	65.00	\$ 32.50
TECHNICIAN	5.50	42.00	\$ 231.00
WORD PROCESSING	0.50	40.00	\$ 20.00
MILEAGE			\$ 46.50

328012.1730.1110

Total Invoice Amount

\$ 330.00

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

RECEIVED OCT 27 2006



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:
4812-212/07-06
Invoice Date:
Aug 18, 2006

RRQ

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

CFD

GRC Project Number: 4812-212

Due Upon Receipt

QUAIL CREEK UNIT 21

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER			
SERVICES: 7/1/06 - 7/29/06			
PROJECT MANAGER	1.00	65.00	\$ 65.00
TECHNICIAN	16.00	42.00	\$ 672.00
LAB SERVICES			\$ 110.00
MILEAGE			\$ 125.50

328012

Total Invoice Amount

\$ 972.50

? 021.1730.110

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

RECEIVED AUG 21 2006

JCF

Corporate Headquarters
211 10th Street, Suite 298
Oakland, California 94607
(510) 832-3177 FAX (510) 832-6013
Website: www.georesource.com

CFD

Invoice

Page: 1
Invoice Number:
4812-212/08-06
Invoice Date:
Sep 12, 2006

RRQ

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

GRC Project Number: 4812-212

Due Upon Receipt

QUAIL CREEK UNIT 21

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER			
SERVICES: 7/31/06 - 8/26/06			
PROJECT MANAGER	2.50	65.00	\$ 162.50
TECHNICIAN	8.50	42.00	\$ 357.00
WORD PROCESSING	2.00	40.00	\$ 80.00
MILEAGE			\$ 45.00

Total Invoice Amount \$ 644.50

28012-1730-1110


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



GEO/RESOURCE CONSULTANTS, INC.
GEOLOGISTS / ENGINEERS / ENVIRONMENTAL SCIENTISTS

CFD

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:
4812-212/09-06
Invoice Date:
Oct 16, 2006

RRQ

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

GRC Project Number: 4812-212

Due Upon Receipt

QUAIL CREEK UNIT 21

	Hours/Units	Rate	Total
MATERIALS TESTING - SEWER REPORT			
SERVICES: 8/27/06 - 9/30/06			
PROJECT MANAGER	1.00	65.00	\$ 65.00
SENIOR GEOLOGIST	0.50	98.00	\$ 49.00

328012.1730.1110

Total Invoice Amount

\$ 114.00

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

RECEIVED OCT 27 2006



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:
 4919-002/01-07
 Invoice Date:
 Feb 15, 2007

RRQ

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

CFD

GRC Project Number: 4919-002

Due Upon Receipt

QUAIL CREEK II UNIT 5

	Hours/Units	Rate	Total
OBSERVATION & TESTING			
SERVICES: 1/1/07 - 1/27/07			
PROJECT MANAGER	4.50	65.00	\$ 292.50
TECHNICIAN	11.00	42.00	\$ 462.00
WORD PROCESSING	3.00	40.00	\$ 120.00
MILEAGE			\$ 59.00
LAB SERVICES			\$ 110.00

328012.1730.1110 UNIT 5 SEWER
 32005C

RECEIVED FEB 21 2007

Total Invoice Amount

\$ 1,043.50

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



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:

4919-003/02-07

Invoice Date:

Mar 13, 2007

RRQ

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

CFD

GRC Project Number: 4919-003

Due Upon Receipt

QUAIL CREEK II UNIT 5

	Hours/Units	Rate	Total
MATERIALS TESTING - SANITARY SEWER			
SERVICES: 1/28/07 - 2/24/07			
PROJECT MANAGER	2.50	65.00	\$ 162.50
SENIOR GEOLOGIST	0.50	98.00	\$ 49.00
TECHNICIAN	10.50	42.00	\$ 441.00
LAB SERVICES			\$ 110.00
MILEAGE			\$ 60.00
WORD PROCESSING	2.00	40.00	\$ 80.00

328012.1730.1110
 32005C

RECEIVED MAR 19 2007

Total Invoice Amount

\$ 902.50

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

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Jack Osborn	512	3/4/06	\$240.00
Jack Osborn	516	3/31/06	\$60.00
Jack Osborn Total			\$300.00

Public Sewer System

Jack Osborn
1772 N Bayshore Drive
Green Valley, AZ 85614
(520)398-7604

March 4, 2006

Lance Hanson, Project Manager
B & R Engineering, Inc.
904 N. Quail View Loop.
Green Valley, AZ 85614

SUBJECT: Invoice for Engineering Review Units 5, 20, 21 & 22 Ending 3/03/06

<u>Unit #</u>	<u>Description</u>	<u>JN</u>	<u>Cost Code</u>	<u>Hours</u>
22	Tentative Plat	98 ⁰ 022	11010	10.0
21	Sewer Report	98 ⁰ 021	21060	2.0
20	Sewer Report	980020	21060	2.0
5	Final Plat	980021 98005	11020	4.5

TOTAL HOURS 18.5

Invoice 512

18.5 Hours @ \$60.00/hr

\$1,110.00

OK JH

328012
CFD AMOUNT \$240.00

→ Va 3/6/06

RECEIVED MAR 06 2006

Jack Osborn
1772 N Bayshore Drive
Green Valley, AZ 85614
(520)398-7604

March 31, 2006

Lance Hanson, Project Manager
B & R Engineering, Inc.
904 N. Quail View Loop.
Green Valley, AZ 85614

SUBJECT: Invoice for Engineering Review Units 5, 20, 21, 25 & 29 Ending 3/31/06

<u>Unit #</u>	<u>Description</u>	<u>JN</u>	<u>Cost Code</u>	<u>Hours</u>
20	Sewer Report	980020	21060	1.0
21	Sewer Report	980021	21060	1.0
20	Final Plat	980020	11020	1.0
21	Final Plat	980021	11020	1.0
5	Water	980005	31050	2.0
5	Paving Sewer	980005	41050	2.0
25	Master Drain	985010	22010	1.0
29	Master Drain	985010	22010	1.0

TOTAL HOURS 10.0

Invoice 516

10.0 Hours @ \$60.00/hr

\$600.00



RECEIVED APR 03 2006

328012
CFD AMOUNT \$60.00

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
O'Leary Const., Inc.	262160	12/8/06	\$3,779.00
O'Leary Const., Inc. Total			\$3,779.00
O'Leary Const., Inc. (62615)	262050	6/6/06	\$24,531.25
O'Leary Const., Inc. (62615)	262050	6/6/06	\$19,281.25
O'Leary Const., Inc. (62615)	262090	8/4/06	\$126,325.00
O'Leary Const., Inc. (62615)	262090	8/4/06	\$274,332.00
O'Leary Const., Inc. (62615)	262105	9/7/06	\$72,180.00
O'Leary Const., Inc. (62615)	262105	9/7/06	\$6,800.00
O'Leary Const., Inc. (62615)	262116	10/6/06	\$22,303.63
O'Leary Const., Inc. (62615)	262116	10/6/06	\$30,041.38
O'Leary Const., Inc. (62615) Total			\$575,794.51
O'Leary Const., Inc. (65349)	262072	7/5/06	\$18,445.75
O'Leary Const., Inc. (65349)	262191	2/6/07	\$12,955.00
O'Leary Const., Inc. (65349)	262207	4/4/07	\$7,310.00
O'Leary Const., Inc. (65349) Total			\$38,710.75
O'Leary Const., Inc. (65779)	262209	4/4/07	\$46,755.00
O'Leary Const., Inc. (65779) Total			\$46,755.00

Public Sewer System

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

CUSTOMER #: ROBR2
 INVOICE #: 262160
 INVOICE DATE: 12/08/06
 DUE DATE: 01/07/07

CFD

BILL TO:
 Robson Ranch Quail Creek LLC
 2175 E. Quail Crossing Blvd.
 Green Valley, AZ 85614

JOB: 5611
 Quail Creek #5 (Sewer Permits)

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Sewer Permit(s) - Pima County & Town of Sahuarita			3,779.00
NET DUE:			<u>3,779.00</u>

Thank you for your business!

*DEQ # T.O.S. SEWER PERMIT
 328012.1745.1120*

RECEIVED DEC 13 2006

je

FROM

(TUE) NOV 21 2006 15:17/ST. 15:17/No. 6819738209 P 1

TOWN OF SAHUARITA

#11607
Invd under
Job # 5611

APPLICATION FOR PERMIT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS IN TOWN OF SAHUARITA RIGHT-OF-WAY

FORM A - MAJOR UTILITY INSTALLATIONS

COPY

Date of Application: <u>11/30/06</u>	Permit No. Issued <u>06-086FA</u>
Applicant: <u>Robson Ranch Arizona Construction Company</u>	Telephone: <u>(480) 895-0799</u>
Address: <u>9666 E. Riggs Rd., Ste 118 Sun Lakes, AZ 85248</u>	
Project Location: <u>Quail Creek, Unit 5</u>	
Description of work:	
<u>Sewer (CFD)</u>	

Construction Cost (Documentation Must Be Submitted):

By Signed Contract: _____ Verifiable Estimate: \$ 104,401.00

Accepted By: [Signature] Town Engineer

Conditions Met & Approved:

- A. Hold Harmless Documentation: Bond _____ Insurance
- B. Competence & Equipment: Approved By: State of Arizona Bus. License
- C. Construction: Contract _____ Estimate Approved _____
- D. Completion Assurance Posted: Cash _____ Bond _____ Other _____
- E. Plans and Specification Approved: _____ Town Engineer
- F. Agreement for Inspection of Public Improvements: Signed _____
- G. Report Review Fees of _____ Have Been Paid _____
- H. Plan Review Fee of _____ Has Been Paid _____

Permit Fee:

Base Amount.....	\$ 100.00
Plus \$500.00 Minimum.....	
Or 1% of Construction Cost*.....	\$ 1,044.01
Or 2-1/2% of Construction Cost**.....	\$
Total.....	\$ 1,144.01

Receipt of Check to "Town of Sahuarita" is acknowledged

Rec'd 11/30/06
[Signature]

- An agreement for inspection of public improvements has been executed, and applicant hereby agrees to pay the costs of all tests of materials and performance as required by the Town Engineer.

** The Applicant agrees to pay for all tests of materials and performance which may be ordered by the Town Engineer.

THIS PERMIT SHALL BECOME NULL AND VOID IF WORK IS NOT COMPLETED BY 11/30/07

A COPY OF THIS PERMIT SHALL BE ON THE JOB AT ALL TIMES.

Quail Creek
Unit 5
sewer
#11607
Invid under #5701

PIMA COUNTY
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT REVIEW DIVISION
201 N. Stone Avenue, 2nd Floor
Tucson, Arizona 85701-1207

COPY

Phone (520) 740-6586
FAX: (520) 740-6380

SEWER PLAN NO. 6-2005-188

PUBLIC SEWER PERMIT APPLICATION AND AFFIRMATION OF COST

I, Cyndi Foster (O'Leary Construction) 3262 E. 44th St., Tucson, Az 85713
Applicant's name (please print) Address

Hereby apply for a sewer construction permit and do depose and say that I am the (owner) (contractor)
(developer) or (representative) in connection with sewer installation for:

Quail Creek II, Unit 5
(Name of Project)

Property or lots to be served: ~~Unit 5~~ Lots 1-34

Owner/Developer: Robson Ranch Quail Creek, LLC

Affiant further attests that the contract price of the above installation is in the sum of: \$ 104,401.00

The Contractor's name is O'Leary Construction *License No.: 088917A

*Address: 3262 E. 44th St. Tucson, Az 85713 Phone: (520) 798-3220

An itemized, signed copy of bid is attached hereto.

Starting date: To be determined at time of Pre-Construction Meeting with PC WWMD Field Engineering.
(Notice to Proceed will be issued at this time)

All information marked with a red asterick should be provided at time of application. In the event that this information is unavailable at time, the applicant or contractor MUST then provide this information to the Chief Inspector 72 hours prior to beginning construction. Omission of this information or an unqualified license shall void this permit until such information is received.
A pre-construction conference may be necessary.

NOTE: The Chief Inspector and/or this office **MUST** be notified **72 hours** before construction begins. [In the event of a CHANGE in the above stated CONSTRUCTION START DATE or CONTRACTOR, CONTACT the CHIEF INSPECTOR LISTED BELOW IMMEDIATELY!]

Cyndi Foster (agent)
Applicant's Signature

29 Nov. 2006
Date

Pima County Dept. of Transportation & Wastewater Management Specifications and Details can be found on the Internet at <http://www.pima.gov/www/stdet/index.htm>

FOR DEPARTMENT USE ONLY

PERMIT NO. 55925 Date: 11.29.06 Expiration Date: 5/12/08

Approved by: Debbie Kotton Inspection Fee: \$ 2635.03 Check # 43033
(based on 2.5% of the attested contracted price plus \$25.00)

THE CHIEF INSPECTOR FOR THIS PROJECT IS: KEVIN VARNER (Phone 740-2651)

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

INVOICE #: 262050
INVOICE DATE: 06/06/06
PERIOD TO: 05/31/06
APPLICATION #: 1
CONTRACT DATE: 05/08/06
DUE DATE: 06/19/06

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 2175 E. Quail Crossing Blvd.
 Green Valley, AZ 85614

JOB: 1608
 QC 20/21 SEWER
 Quail Range Loop and
 Sahuarita, AZ

<<< This Application >>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
2	GENERAL CONDITIONS	1,800.00					0.0	1,800.00	
3	SEWER WORK	521,650.00		43,812.50		43,812.50	8.4	477,837.50	4,381.25
TOTALS:		523,450.00	0.00	43,812.50	0.00	43,812.50	8.4	479,637.50	4,381.25

PREVIOUS RETAINAGE.....\$	0.00	ORIGINAL CONTRACT SUM.....\$	523,450.00
CURRENT BILLING.....\$	43,812.50	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	4,381.25	CONTRACT SUM TO DATE.....\$	523,450.00
		TOTAL COMPLETED & STORED TO DATE.....\$	43,812.50
		TOTAL RETAINAGE.....\$	4,381.25
CONTRACTOR: _____ DATE: _____		TOTAL EARNED LESS RETAINAGE.....\$	39,431.25
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	0.00
ARCHITECT: _____ DATE: _____		SALES TAX.....\$	2,160.51
		CURRENT PAYMENT DUE.....\$	41,891.76

Thank you for your business!

39,431.25

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

PROJECT: QC 20/21 SEWER #1608

On receipt by the undersigned of a check

From: Robson Ranch AZ Const. Co.
In the sum of: \$41,891.76
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 Const. Co
Located at: Quail Range Loop and
Quail Creek Blvd
Sahuarita, AZ

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 05/31/06 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: 6-7-06

O'Leary Construction Inc.

Cindy Sanders
(signature)

Office Manager
(title)

VIN# 1427567 PROJECT: Quail Creek Unit 20 / 21 :
 JNY Construction Inc. INVOICE # 262050
 362 E. 44th Street INV DATE: 06/06/06
 Tucson, Az 85713 INV THRU: 05/31/06
 520-798-3220

Job #	Cost Type	Cost Code	JDE Line #	Total Per 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
Unit 20 Sewer															
340020	1730	2105	1	\$ 24,531.25	Mobilization	1	LS	\$ 900.00	\$ 900.00	0	\$ -	-	\$ -	-	\$ -
	Ret			\$ (2,453.13)	Retention Held	-10%									
	Ret			\$ -	Retention Paid										
Unit 21 Sewer															
				\$ -	Mobilization	1	LS	\$ 900.00	\$ 900.00	0	\$ -	-	\$ -	-	\$ -
				\$ -	Manholes	23	Ea	\$ 2,035.00	\$ 46,805.00	0	\$ -	-	\$ -	-	\$ -
				\$ -	8" Main	4447	LF	\$ 31.25	\$ 138,866.75	617	\$ 19,281.25	617	\$ 19,281.25	617	\$ 19,281.25
				\$ -	HCS Standard	103	Ea	\$ 650.00	\$ 66,950.00	0	\$ -	-	\$ -	-	\$ -
				\$ -	HCS Cleanouts/ Box/ To Grade	103	Ea	\$ 430.00	\$ 44,290.00	0	\$ -	-	\$ -	-	\$ -
				\$ -	Testing	1	LS	\$ 2,500.00	\$ 2,500.00	0	\$ -	-	\$ -	-	\$ -
	Ret			\$ (1,928.13)	Retention Held	-10%									
	Ret			\$ -	Retention Paid										
	Ret			\$ -	Retention Held	-10%									
	Ret			\$ -	Retention Paid										
	Ret			\$ -	Retention Held	-10%									
	Ret			\$ -	Retention Paid										
	Ret			\$ -	Retention Held	-10%									
	Ret			\$ -	Retention Paid										
	Ret			\$ -	Retention Held	-10%									
	Ret			\$ -	Retention Paid										
	Ret			\$ -	Retention Held	-10%									
	Ret			\$ -	Retention Paid										

Total Billing:	\$ 43,812.50	Total This Bill:	\$ 43,812.50
Total Ret:	\$ (4,381.26)	Retention:	\$ (4,381.26)
Total Inv.:	\$ 39,431.24	Total This Inv.:	\$ 39,431.24

Original Contract	\$ 523,450.00
Change Orders	\$ -
Contract Total:	\$ 523,450.00

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

INVOICE #: 262090
INVOICE DATE: 08/04/06
PERIOD TO: 07/31/06
APPLICATION #: 2
CONTRACT DATE: 05/08/06
DUE DATE: 08/21/06

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 2175 E. Quail Crossing Blvd.
 Green Valley, AZ 85614

JOB: 1608
 QC 20/21 SEWER
 Quail Range Loop and
 Sahuarita, AZ

CFD

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
2	GENERAL CONDITIONS	1,800.00		1,800.00		1,800.00	100.0		180.00
3	SEWER WORK	521,650.00	43,812.50	398,857.50		442,670.00	84.9	78,980.00	44,267.00
TOTALS:		523,450.00	43,812.50	400,657.50	0.00	444,470.00	84.9	78,980.00	44,447.00

PREVIOUS RETAINAGE.....\$ 4,381.25
 CURRENT BILLING.....\$ 400,657.50
 NEW RETAINAGE.....\$ 40,065.75

ORIGINAL CONTRACT SUM.....\$ 523,450.00
 CHANGE BY CHANGE ORDER.....\$ 0.00
 CONTRACT SUM TO DATE.....\$ 523,450.00
 TOTAL COMPLETED & STORED TO DATE.....\$ 444,470.00
 TOTAL RETAINAGE.....\$ 44,447.00
 TOTAL EARNED LESS RETAINAGE.....\$ 400,023.00
 LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 39,431.25
 SALES TAX.....\$
 CURRENT PAYMENT DUE.....\$ 360,591.75

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

Handwritten signature

RECEIVED AUG 4 2006

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

PROJECT: QC 20/21 SEWER #1608

On receipt by the undersigned of a check

From: Robson Ranch AZ Const. Co.
In the sum of: \$360,591.75
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 Const. Co
Located at: Quail Range Loop and
Quail Creek Blvd
Sahuarita, AZ

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 07/31/06 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: 8/4/06

O'Leary Construction Inc.

Cindy Sanders
(signature)

office manager
(title)

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

INVOICE #: 262105
INVOICE DATE: 09/07/06
PERIOD TO: 08/31/06
APPLICATION #: 3
CONTRACT DATE: 05/08/06
DUE DATE: 09/25/06

BILL TO: ROBR
 Robson Ranch Az Const. Co.
 2175 E. Quail Crossing Blvd.
 Green Valley, AZ 85614

JOB: 1608
 QC 20/21 SEWER
 Quail Range Loop and
 Sahuarita, AZ

CFD

<<<< This Application >>>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
.2	GENERAL CONDITIONS	1,800.00	1,800.00			1,800.00	100.0		180.00
13	SEWER WORK	521,650.00	442,670.00	78,980.00		521,650.00	100.0		52,165.00
TOTALS:		523,450.00	444,470.00	78,980.00	0.00	523,450.00	100.0	0.00	52,345.00

PREVIOUS RETAINAGE.....\$	44,447.00	ORIGINAL CONTRACT SUM.....\$	523,450.00
CURRENT BILLING.....\$	78,980.00	CHANGE BY CHANGE ORDER.....\$	0.00
NEW RETAINAGE.....\$	7,898.00	CONTRACT SUM TO DATE.....\$	523,450.00
		TOTAL COMPLETED & STORED TO DATE.....\$	523,450.00
		TOTAL RETAINAGE.....\$	52,345.00
CONTRACTOR: _____ DATE: _____		TOTAL EARNED LESS RETAINAGE.....\$	471,105.00
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	400,023.00
ARCHITECT: _____ DATE: _____		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	71,082.00

Thank you for your business!

CFD
ROBR
RECEIVED SEP 11 2006

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

PROJECT: QC 20/21 SEWER #1608

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$71,082.00
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 Const. Co
Located at: Quail Range Loop and
Quail Creek Blvd
Sahuarita, AZ

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 08/31/06 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: 9/8/06

O'Leary Construction Inc.

Cindy Sanders
(signature)

Office Mgr.
(title)

CONTRACT# 1730 320020C
 VIN# 1427567
 PROJECT: Quail Creek Unit 20 / 21
 O'Leary Job#1608
 Application#3
 License # 088917A
 EMP I.D. #
 BUSINESS TYPE: CORPORATION

Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Total # Contract Units	Unit Measure	Contract Price	Contract Unit	Total Contract Amount	# Units Billed To Date	Total \$ Billed To Date	# Units Prev. Billed	Total \$ Prev. Billed	# Units This Invoice	Total \$ This Invoice
320020C	1730	2105	3	72,180.00	Change Order #1	1	LS	900.00	900.00	900.00	1	900.00	1	900.00	1	900.00
	Ret			(7,218.00)	Retention Held	-10%		223,036.25	223,036.25	2,500.00	223,036.25	(22,303.63)	150,866.25	(15,065.63)	72,180.00	(7,218.00)
320021C	1730	2105			Mobilization	1	LS	900.00	900.00	900.00	1	900.00	1	900.00	1	900.00
	Ret				Retention Paid	-10%				46,805.00	23	46,805.00	23	46,805.00		
	Ret				Manholes	23	Ea	2,035.00	46,805.00	138,968.75	4447	138,968.75	4447	138,968.75		
	Ret				8" Main	103	Ea	650.00	66,950.00	66,950.00	103	66,950.00	103	66,950.00		
	Ret				HCS Standard	103	Ea	430.00	44,290.00	44,290.00	93	39,990.00	93	39,990.00	10	4,300.00
	Ret				HCS Cleanouts/ Box/ To Grade	1	LS	2,500.00	2,500.00	2,500.00	1	2,500.00	1	2,500.00	1	2,500.00
	Ret				Testing	-10%		300,413.75	300,413.75	(30,041.38)	293,613.75	(29,361.38)			6,800.00	(680.00)
	Ret				Retention Held	-10%					0		0			
	Ret				Retention Paid	-10%					0		0			
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O'Leary Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713-5243
(520) 798-3220 Fax (520) 798-0740

CUSTOMER #: ROBR
INVOICE #: 262116
INVOICE DATE: 10/06/06
DUE DATE: 10/23/06

CCD

BILL TO:
Robson Ranch Az Const. Co.
2175 E. Quail Crossing Blvd.
Green Valley, AZ 85614

JOB: 1608
QC 20/21 SEWER
Quail Range Loop and
Sahuarita, AZ

JOB #	CODE	DESCRIPTION	RETENTION BALANCE	RETENTION DUE %	RETENTION DUE AMOUNT
		Retention billed.			
1608	12	GENERAL CONDITIONS	180.00	100.0	180.00
1608	63	SEWER WORK	52,165.00	100.0	52,165.01
			RETENTION DUE:		52,345.01

Thank you for your business!


RECEIVED OCT 09 2006

Exhibit "B" Contract Price For Robson Ranch Arizona Construction Company #336

CONTRACTOR: JDE Construction Inc. 3462 E. 44th Street, Tucson, AZ 85713 520-798-3220
 PROJECT: Quail Creek Unit 20 / 21 S
 INVOICE # 262116
 INV DATE: 10/06/06
 INV THRU: 09/30/06
 LICENSE # 088917A
 EMP I.D. #
 BUSINESS TYPE: CORPORATION
 Retention

Job #	Cost Type	Cost Code	JDE Line #	Cost Code	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
328012	1730	2105	2105	320020C	Change Order #1	Mobilization	1	LS	\$ 900.00	\$ 900.00	1	\$ 900.00	1	\$ 900.00		\$ -
						Mainholes	17	Ea	\$ 2,035.00	\$ 34,595.00	17	\$ 34,595.00	17	\$ 34,595.00		\$ -
						8" Main	3433	LF	\$ 31.25	\$ 107,281.25	3433	\$ 107,281.25	3433	\$ 107,281.25		\$ -
						HCS Standard	72	Ea	\$ 650.00	\$ 46,800.00	72	\$ 46,800.00	72	\$ 46,800.00		\$ -
						HCS Cleanouts/ Box/ To Grade	72	Ea	\$ 430.00	\$ 30,960.00	72	\$ 30,960.00	72	\$ 30,960.00		\$ -
						Testing	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00		\$ -
						Retention Held	-10%		\$ 223,036.25	\$ 223,036.25		\$ (22,303.63)		\$ (22,303.63)		\$ 22,303.63
328012	1730	2105	2105	320021C		Mobilization	1	LS	\$ 900.00	\$ 900.00	1	\$ 900.00	1	\$ 900.00		\$ -
						Mainholes	23	Ea	\$ 2,035.00	\$ 46,805.00	23	\$ 46,805.00	23	\$ 46,805.00		\$ -
						8" Main	4447	LF	\$ 31.25	\$ 138,968.75	4447	\$ 138,968.75	4447	\$ 138,968.75		\$ -
						HCS Standard	103	Ea	\$ 650.00	\$ 66,950.00	103	\$ 66,950.00	103	\$ 66,950.00		\$ -
						HCS Cleanouts/ Box/ To Grade	103	Ea	\$ 430.00	\$ 44,290.00	103	\$ 44,290.00	103	\$ 44,290.00		\$ -
						Testing	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00		\$ -
						Retention Held	-10%		\$ 300,413.75	\$ (30,041.38)		\$ (30,041.38)		\$ (30,041.38)		\$ 30,041.38
						Retention Paid			\$ -	\$ -	0	\$ -	0	\$ -		\$ -
						Retention Held	-10%		\$ -	\$ -		\$ -		\$ -		\$ -
						Retention Paid			\$ -	\$ -		\$ -		\$ -		\$ -
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						Retention Paid			\$ -	\$ -		\$ -		\$ -		\$ -
						Retention Held	-10%		\$ -	\$ -		\$ -		\$ -		\$ -
						Retention Paid			\$ -	\$ -		\$ -		\$ -		\$ -

Total Billing:	\$ 523,450.00
Total Ret:	\$ 52,345.01
Total Inv:	\$ 52,345.01

Total Billed:	\$ 523,450.00
Retention:	\$ (52,345.01)
Total Prev:	\$ 471,104.99
Prev. Billed:	\$ 523,450.00
Retention:	\$ (52,345.01)
Total This Bill:	\$ 52,345.01
Total This Inv:	\$ 52,345.01

O'Leary Construction Inc.

3262 E. 44th Street

Tucson, AZ 85713-5243

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

CUSTOMER #: ROBR2

INVOICE #: 262072

INVOICE DATE: 07/05/06

DUE DATE: 08/04/06

BILL TO:

Robson Ranch Quail Creek LLC
2175 E. Quail Crossing Blvd.
Green Valley, AZ 85614

JOB: 6609

QC20/21-Sewer Permits TOS & PC

CFD

DESCRIPTION

QUANTITY

PRICE

AMOUNT

Sewer Permit - T.O.S. and Pima County

18,445.75

NET DUE:

18,445.75

Thank you for your business!

328012



RECEIVED JUL - 7 2006

TOWN OF SAHUARITA

JTB #1608

APPLICATION FOR PERMIT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS IN TOWN OF SAHUARITA RIGHT-OF-WAY FORM A - MAJOR UTILITY INSTALLATIONS

CFD

Date of Application: <u>5-16-06</u>	Permit No. Issued <u>06-052FA</u>
Applicant: <u>Robson Ranch Arizona Construction Company</u>	Telephone: <u>(480) 895-0799</u>
Address: <u>9666 E. Riggs Rd., Ste 141 Sun Lakes, AZ 85248</u>	
Project Location: <u>Quail Creek, Units 20/21</u>	
Description of work: <u>Sewer (CFD)</u>	

COPY

Construction Cost (Documentation Must Be Submitted):
 By Signed Contract: _____ Verifiable Estimate: \$ 523,450.00
 Accepted By: [Signature] Town Engineer

- Conditions Met & Approved:
- A. Hold Harmless Documentation: Bond _____ Insurance
 - B. Competence & Equipment: Approved By: State & Town Business License
 - C. Construction: Contract _____ Estimate x 523,450.00 Approved _____
 - D. Completion Assurance Posted: Cash _____ Bond _____ Other _____
 - E. Plans and Specification Approved: _____ Town Engineer
 - F. Agreement for Inspection of Public Improvements: Signed _____
 - G. Report Review Fees of _____ Have Been Paid _____
 - H. Plan Review Fee of _____ Has Been Paid _____

Permit Fee:

Base Amount.....	\$ 100.00
Plus \$500.00 Minimum.....	
Or 1% of Construction Cost*	<u>\$ 5,234.50</u>
Or 2-1/2% of Construction Cost**	
Total	<u>\$ 5,334.50</u>

Receipt of Check to "Town of Sahuarita" is acknowledged Chk # 41844 5/16/06 [Signature]

- An agreement for inspection of public improvements has been executed, and applicant hereby agrees to pay the costs of all tests of materials and performance as required by the Town Engineer.
- ** The Applicant agrees to pay for all tests of materials and performance which may be ordered by the Town Engineer.

THIS PERMIT SHALL BECOME NULL AND VOID IF WORK IS NOT COMPLETED BY 5/17/07

A COPY OF THIS PERMIT SHALL BE ON THE JOB AT ALL TIMES.

**PIMA COUNTY
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT REVIEW DIVISION
201 N. Stone Avenue, 2nd Floor
Tucson, Arizona 85701-1207**

Phone (520) 740-6586
FAX: (520) 740-6380

SEWER PLAN NO. 6-2005-106

PUBLIC SEWER PERMIT APPLICATION AND AFFIRMATION OF COST

Cyndi Foster
O'Leary Const of 3262 E. 44th St. Tucson, Az 85713
Applicant's name (please print) Address

Hereby apply for a sewer construction permit and do depose and say that I am the (owner) (contractor) (developer) or (representative) in connection with sewer installation for:

Quail Creek - #20-21 II, Units 20: 21
(Name of Project)

Property or lots to be served: 20-21 Unit 20, lots 1-72, unit 21, lots 1-103

Owner/Developer: Robson Ranch Az Const. Co.

Affiant further attests that the contract price of the above installation is in the sum of: \$ 523,450.00

The Contractor's name is O'Leary Const. *License No.: 08891714

*Address: 3262 E. 44th St. Tucson, Az 85713 Phone: 798-3220

An itemized, signed copy of bid is attached hereto.

Estimated starting date: July 5, 2006 Estimated number of construction days: 180 days 4-17-08
Expiration Date

All information marked with a red asterisk should be provided at time of application. In the event that this information is unavailable at time, the applicant or contractor MUST then provide this information to the Chief Inspector 72 hours prior to beginning construction. Omission of this information or an unqualified license shall void this permit until such information is received.
A pre-construction conference may be necessary.

NOTE: The Chief Inspector and/or this office MUST be notified 72 hours before construction begins. [In the event of a CHANGE in the above stated CONSTRUCTION START DATE or CONTRACTOR, CONTACT the CHIEF INSPECTOR CHECKED BELOW IMMEDIATELY!]

Cyndi Foster - agent
Applicant's Signature

29 June 2006
27 MAY 2006
Date

Pima County Dept. of Transportation & Wastewater Management Specifications and Details can be found on the internet at <http://www.dot.co.pima.az.us/transeng/>

FOR DEPARTMENT USE ONLY

PERMIT NO. 55882 Date: 6/29/06 Expiration Date: 4-17-08

Approved by: [Signature] Inspection Fee: \$ 13,111.25 Check # 41857
(based on 2.5% of the attested contracted price plus \$25.00)

THE CHIEF INSPECTOR FOR THIS PROJECT IS: BILL BUNTIN (Phone 740-2650)
ROY MONTOYA (Phone 740-2651)

O'Leary Construction Inc.

3262 E. 44th Street

Tucson, AZ 85713-5243

0) 798-3220 Fax (520) 798-0740

INVOICE #: 262191

INVOICE DATE: 02/05/07

PERIOD TO: 01/31/07

APPLICATION #: 2

CONTRACT DATE: 12/06/05

DUE DATE: 02/22/07

CFD

BILL TO: ROBR

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

JOB: 1615

Quail Creek # 5 (Sewer Only)
Quail Range Loop & Quail
Crossing Blvd
Sahuarita, AZ

<<<< 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	2,000.00			2,000.00	100.0		200.00
3	SEWER WORK	102,401.00	82,135.90	12,955.00		95,090.90	92.9	7,310.10	9,509.09
TOTALS:		104,401.00	84,135.90	12,955.00	0.00	97,090.90	93.0	7,310.10	9,709.09

PREVIOUS RETAINAGE.....\$ 8,413.59
 CURRENT BILLING.....\$ 12,955.00
 NEW RETAINAGE.....\$ 1,295.50

ORIGINAL CONTRACT SUM.....\$ 104,401.00
 CHANGE BY CHANGE ORDER.....\$ 0.00
 CONTRACT SUM TO DATE.....\$ 104,401.00
 TOTAL COMPLETED & STORED TO DATE.....\$ 97,090.90
 TOTAL RETAINAGE.....\$ 9,709.09
 TOTAL EARNED LESS RETAINAGE.....\$ 87,381.81
 LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 75,722.31
 SALES TAX.....\$
 CURRENT PAYMENT DUE.....\$ 11,659.50

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED FEB 05 2007

JE
BA

** CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT **

PROJECT: Quail Creek # 5 (Sewer Only) #1615

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$11,659.50
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 Const Co
Located at: Quail Range Loop & Quail
Crossing Blvd
Sahuarita, AZ

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 01/31/07 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: 2-5-07

O'Leary Construction Inc.

Cindy Sanders

(signature)

Office manager

(title)

O'Leary Construction Inc.

3262 E. 44th Street

Tucson, AZ 85713-5243

7) 798-3220 Fax (520) 798-0740

INVOICE #: 262207

INVOICE DATE: 04/04/07

PERIOD TO: 03/31/07

APPLICATION #: 3

CONTRACT DATE: 12/06/05

DUE DATE: 04/23/07

BILL TO: ROBR

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

JOB: 1615

Quail Creek # 5 (Sewer Only)
Quail Range Loop & Quail
Crossing Blvd
Sahuarita, AZ

<<<< 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	2,000.00			2,000.00	100.0		200.00
3	SEWER WORK	102,401.00	95,090.90	7,310.00		102,400.90	100.0	0.10	10,240.09
TOTALS:		104,401.00	97,090.90	7,310.00	0.00	104,400.90	100.0	0.10	10,440.09

PREVIOUS RETAINAGE.....\$ 9,709.09
 CURRENT BILLING.....\$ 7,310.00
 NEW RETAINAGE.....\$ 731.00

ORIGINAL CONTRACT SUM.....\$ 104,401.00
 CHANGE BY CHANGE ORDER.....\$ 0.00
 CONTRACT SUM TO DATE.....\$ 104,401.00
 TOTAL COMPLETED & STORED TO DATE.....\$ 104,400.90
 TOTAL RETAINAGE.....\$ 10,440.09
 TOTAL EARNED LESS RETAINAGE.....\$ 93,960.81
 LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$ 87,381.81
 SALES TAX.....\$
 CURRENT PAYMENT DUE.....\$ 6,579.00

CONTRACTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

Thank you for your business!

RECEIVED APR 04 2007

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

PROJECT: Quail Creek # 5 (Sewer Only) #11615

On receipt by the undersigned of a check

From: Robson Ranch Az Const. Co.
In the sum of: \$6,579.00
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 Const Co
Located at: Quail Range Loop & Quail
Crossing Blvd
Sahuarita, AZ

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 03/31/07 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: 4/4/07

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
348012	1730	2105			Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
	320005C				Manholes	8	Ea	\$ 2,050.00	\$ 16,400.00	8	\$ 16,400.00	8	\$ 16,400.00	8	\$ 16,400.00
					Clearout, Smart Plug, Below Grade	34	Ea	\$ 430.00	\$ 14,620.00	34	\$ 14,620.00	17	\$ 7,310.00	17	\$ 7,310.00
					8" Main	1467	LF	\$ 32.70	\$ 47,970.90	1467	\$ 47,970.90	1467	\$ 47,970.90	1467	\$ 47,970.90
					HCS	34	Ea	\$ 615.00	\$ 20,910.00	34	\$ 20,910.00	34	\$ 20,910.00	34	\$ 20,910.00
					Testing	1	LS	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00
					Retention Held	-10%		\$ 104,400.90	\$ (10,440.09)	0	\$ -	97,090.90	\$ (9,709.09)	7,310.00	\$ (731.00)
					Retention Paid					0	\$ -	0	\$ -	0	\$ -
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O'Leary Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713-5243
(520) 798-3220 Fax (520) 798-0740

INVOICE #: 262209
INVOICE DATE: 04/04/07
PERIOD TO: 03/31/07
APPLICATION #: 3
CONTRACT DATE: 02/02/07
DUE DATE: 04/23/07

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

<<< This Application >>>

CODE	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT COMPLETED	STORED MATERIALS	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH	RETAINAGE
	CONCRETE/DRAINAGE	254,680.00	70,310.10	46,200.00		116,510.10	45.7	138,169.90	11,651.01
	SEWER WORK	274,260.35		46,755.00		46,755.00	17.0	227,505.35	4,675.50
	TOTALS:	528,940.35	70,310.10	92,955.00	0.00	163,265.10	30.9	365,675.25	16,326.51
11	Channel RR from BoxC	75,229.25	75,229.25			75,229.25	100.0		7,522.92
	TOTALS:	604,169.60	145,539.35	92,955.00	0.00	238,494.35	30.9	365,675.25	23,849.43

PREVIOUS RETAINAGE.....\$	14,553.93	ORIGINAL CONTRACT SUM.....\$	528,940.35
CURRENT BILLING.....\$	92,955.00	CHANGE BY CHANGE ORDER.....\$	75,229.25
NEW RETAINAGE.....\$	9,295.50	CONTRACT SUM TO DATE.....\$	604,169.60
		TOTAL COMPLETED & STORED TO DATE.....\$	238,494.35
		TOTAL RETAINAGE.....\$	23,849.43
		TOTAL EARNED LESS RETAINAGE.....\$	214,644.92
		LESS PREVIOUS CERTIFICATES FOR PAYMENT..\$	130,985.42
		SALES TAX.....\$	
		CURRENT PAYMENT DUE.....\$	83,659.50

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

Thank you for your business!

348017 46,200
 348014 46,755

RECEIVED APR 04 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: \$83,659.50
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 03/31/07 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: 4/4/07

O'Leary Construction Inc.

Cindy Sanders
(signature)

Office Mgr.
(title)

Contract Price For: Robson Ranch Arizor
 CFOR: O'Leary Const
 3252 E. 44th Street
 Tucson, AZ 85713-5243
 (520) 798-3220

PROJECT: Campbell Ave CFD Phase
 INVOICE # 282209
 INV DATE: 4/4/07 O'Leary Job #1702
 INV THRU: 3/31/07 Application #3

License # 088817-A
 EMP ID. #
 BUSINESS TYPE: Corporation

CFD
 and Drainage

Instruction Company #336

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	# This Invoice	Total \$ This Invoice
348014	1730	2105	1	\$ 46,755.00	Stabilized Sewer Access	2310	Sq Yd	\$ 20.443350	\$ 46,755.00	\$ 46,755.00	\$ -	\$ -	\$ -	\$ 46,755.00	\$ (4,675.50)
	Ret			\$ (4,675.50)	Sewer Retention Held	-10%		\$ 274,260.35							
	Ret			\$ -	Sewer Retention Paid										
				\$ -	CFD Campbell Ave										
				\$ -	18" HDPE	600	LF	\$ 36.05	\$ 21,810.00	600	\$ 21,810.00	600	\$ 21,810.00		\$ -
				\$ -	24" HDPE	500	LF	\$ 44.10	\$ 22,050.00	500	\$ 22,050.00	500	\$ 22,050.00		\$ -
				\$ -	36" RCP Pipe CL 4	210	LF	\$ 66.19	\$ 13,899.90	0	\$ -	0	\$ -		\$ -
				\$ -	Headwalls	2	Ea	\$ 9,395.00	\$ 18,790.00	0	\$ -	0	\$ -		\$ -
				\$ -	Handrail	261	LF	\$ 30.00	\$ 7,830.00	0	\$ -	0	\$ -		\$ -
				\$ -	Catch Basins	7	Ea	\$ 7,700.00	\$ 53,900.00	6	\$ 46,200.00	6	\$ 46,200.00		\$ -
				\$ -	Box Culvert	1	Ea	\$ 89,350.00	\$ 89,350.00	0	\$ -	0	\$ -		\$ -
				\$ -	Drain Retention Held	-10%		\$ 229,249.90							
				\$ -	Drain Retention Paid										
				\$ -	CFD Campbell Ave										
				\$ -	18" HDPE	600	LF	\$ 11.70	\$ 7,020.00	600	\$ 7,020.00	600	\$ 7,020.00		\$ -
				\$ -	24" HDPE	500	LF	\$ 18.00	\$ 9,000.00	500	\$ 9,000.00	500	\$ 9,000.00		\$ -
				\$ -	36" RCP Pipe CL 4	210	LF	\$ 44.81	\$ 9,410.10	210	\$ 9,410.10	210	\$ 9,410.10		\$ -
				\$ -	Tax Exempt Item #1	24		\$ 44.81	\$ 1,075.44	24	\$ 1,075.44	24	\$ 1,075.44		\$ -
				\$ -	Change Order #1	442	Sq Yd	\$ 36.55	\$ 16,155.10	442	\$ 16,155.10	442	\$ 16,155.10		\$ -
				\$ -	18" Dumped Rip Rap	403	Sq Yd	\$ 60.85	\$ 24,522.55	403	\$ 24,522.55	403	\$ 24,522.55		\$ -
				\$ -	6" Grouted Rip Rap	496	LF	\$ 33.74	\$ 16,735.04	496	\$ 16,735.04	496	\$ 16,735.04		\$ -
				\$ -	3' x 1' Cutoff Wall @ Box	528	LF	\$ 9.18	\$ 4,847.04	528	\$ 4,847.04	528	\$ 4,847.04		\$ -
				\$ -	12x12 Concrete Top Edge	918	LF	\$ 9.18	\$ 8,427.04	918	\$ 8,427.04	918	\$ 8,427.04		\$ -
				\$ -	Retention Held	-10%		\$ 62,259.73							
				\$ -	Retention Paid										
				\$ -	CFD Campbell Ave										
				\$ -	4.5' x 1' Cutoff Wall @ Bridge 1	130	LF	\$ 52.27	\$ 6,795.10	130	\$ 6,795.10	130	\$ 6,795.10		\$ -
				\$ -	3' x 1' Cutoff Wall @ Bridge 1	183	LF	\$ 33.74	\$ 6,174.42	183	\$ 6,174.42	183	\$ 6,174.42		\$ -
				\$ -	Retention Held	-10%		\$ 12,969.52							
				\$ -	Retention Paid										
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Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Pima County DEQ	39274	11/15/06	\$300.00
Pima County DEQ	39275	11/15/06	\$300.00
Pima County DEQ	871507	7/22/05	\$1,000.00
Pima County DEQ	Check Request	10/4/05	\$300.00
Pima County DEQ	Check Request	10/4/05	\$500.00
Pima County DEQ Total			\$2,400.00

Public Sewer System

**PIMA COUNTY
DEPARTMENT OF ENVIRONMENTAL QUALITY**

150 West Congress
Tucson, Arizona 85701

No 39274

- AIR QUALITY
- HAZARDOUS MATERIAL UNIT
- WATER QUALITY
- OTHER

DATE 11/15/06

Received from ROBSON COMMUNITIES

THREE HUNDRED AND 00/100 Dollars (\$ 300⁰⁰)

PO 74906 (330)

ck- 943840

V20

Pima County
DEQ

By [Signature]

 Robson Communities 9532 E Riggs Rd Sun Lakes, AZ 85248-7411	JPMorgan Chase Bank, N.A. 201 N Central Ave Dept 383 Phoenix, AZ 85038	91-2/1221 943840			
	<table border="1"> <thead> <tr> <th>Date</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>08/25/06</td> <td>\$*****300.00</td> </tr> </tbody> </table>		Date	Amount	08/25/06
Date	Amount				
08/25/06	\$*****300.00				
<p>Pay</p> <p>THREE HUNDRED AND 00/100 *****</p> <p style="text-align: right;">Dollars</p>					
To The Order of PIMA COUNTY DEPT ENVIRONMENTAL QUALITY 150 W CONGRESS ST TUCSON AZ 85701-1317	<p><u>[Signature]</u></p> <p><small>SIGNATURE AREA CONTAINS A KNIGHT & FINGERPRINT CHECK WORDING</small></p>				

⑈943840⑈ ⑆122100024⑆ 9194251⑈

ABSENCE OF PINK U.S. PATENT NUMBERS UNDER SIGNATURE INDICATES CHECK IS FRAUDULENT. PATENT NUMBERS ARE PRINTED WITH HEAT SENSITIVE INK & WILL DISAPPEAR WHEN BLOWING OR RUBBING

ROBSON RANCH-QUAIL CREEK LLC JPMorgan Chase Bank, N.A. Stub 1 of 1 Check No. 943840 Date 08/25/06

328012

Invoice		Payment Advice	Gross	Discount	Net
Number	Date				
	081606	U 20&21 Subdivision	300.00		300.00
			300.00		300.00

Vendor No. 74253 Name PIMA COUNTY DEPT ENVIRONM

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



Robson Communities
9532 E Riggs Rd
Sun Lakes, AZ 85248-7411

Bank One, N.A.
201 N Central Ave Dept 383
Phoenix, AZ 85038

91-2/1221

871507

VOID

Date	Amount
07/22/05	\$*****1,000.00

Pay

ONE THOUSAND AND 00/100 *****

Dollars

SIGNATURE AREA CONTAINS A KNIGHT & FINGERPRINT CHECK WORDING

To
The
Order
Of
PIMA COUNTY DEPT ENVIRONMENTAL QUALITY
150 W CONGRESS ST
TUCSON AZ 85701-1333

⑈871507⑈ ⑆⑆22100024⑆ 9194251⑈

ABSENCE OF PINK U.S. PATENT NUMBERS UNDER SIGNATURE INDICATES CHECK IS FRAUDULENT. PATENT NUMBERS ARE PRINTED WITH HEAT SENSITIVE INK & WILL DISAPPEAR WHEN BLOWING OR RUBBING

ROBSON RANCH-QUAIL CREEK LLC

Bank One, NA

Stub
1 of 1

Check No. 871507
Date 07/22/05

Invoice		Payment Advice	Gross	Discount	Net
Number	Date				
	071405	U20 U21 Sewer Approve Const	1,000.00	-----	1,000.00
			1,000.00		1,000.00

328012

Vendor No.
74253

Name
PIMA COUNTY DEPT ENVIRONM

CHECK REQUEST

B & R ENGINEERING, INC.

COMPANY: Robson Ranch Quail Creek, LLC

PAYABLE TO: Pima County DEQ

(CIRCLE ONE)

150 W Congress, 1st Floor

MAIL

Tucson, AZ 85701

RETURN TO REQUESTER

AMOUNT \$300.00

DATE 10/04/05

REQUESTED BY Traci Hall, Project Coordinator

APPROVED BY 

DATE DUE 10/14/05

DESCRIPTION	ACCOUNTING ACCOUNT #	DISTRIBUTION AMOUNT
Unit 5 PCDEQ Subdivision	320005.1745.1120	\$300.00
	TOTAL	\$300.00

328012

CHECK REQUEST

B & R ENGINEERING, INC.

COMPANY: Robson Ranch Quail Creek, LLC

PAYABLE TO: Pima County DEQ

(CIRCLE ONE)

150 W Congress, 1st Floor

MAIL

Tucson, AZ 85701

RETURN TO REQUESTER

AMOUNT \$500.00

DATE 10/04/05

REQUESTED BY Traci Hall, Project Coordinator

APPROVED BY 

DATE DUE 10/14/05

DESCRIPTION	ACCOUNTING ACCOUNT #	DISTRIBUTION AMOUNT
Unit 5 PCDEQ Sewer Approval to Construct	320005.1745.1120	\$500.00
	TOTAL	\$500.00

328012



Robson Communities
 9532 E Riggs Rd
 Sun Lakes, AZ 85248-7411

Pay

Bank One, N.A.
 201 N Central Ave Dept 383
 Phoenix, AZ 85038

91-2/1221

885773

Date	Amount
10/14/05	\$*****500.00

FIVE HUNDRED AND 00/100 *****

Dollars

To **PIMA COUNTY DEPT ENVIRONMENTAL QUALITY**
 The Order Of **150 W CONGRESS ST**
TUCSON AZ 85701-1333

James Hubbard

SIGNATURE AREA CONTAINS A KNIGHT & FINGERPRINT CHECK WORDING

⑈885773⑈ ⑆22100024⑆ 919425⑈

ABSENCE OF PINK U.S. PATENT NUMBERS UNDER SIGNATURE INDICATES CHECK IS FRAUDULENT. PATENT NUMBERS ARE PRINTED WITH HEAT SENSITIVE INK & WILL DISAPPEAR WHEN BLOWING OR RUBBING

ROBSON RANCH-QUAIL CREEK LLC

Bank One, NA

Stub
1 of 1

Check No. 885773
Date 10/14/05

Invoice		Payment Advice	Gross	Discount	Net
Number	Date				
	100405	U5 Sewer Approve to Construc	500.00		500.00
			500.00		500.00
Vendor No. 74253	Name PIMA COUNTY DEPT ENVIRONM				

REORDER 903 - U.S. PATENT NO. 5538290, 5576508, 5641183, 5785353, 5994364, 6030000

32812

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Pima County Dev. Services	05D00994	10/28/05	\$766.00
Pima County Dev. Services	05D01137	12/7/05	\$366.00
Pima County Dev. Services	05D01216	12/30/05	\$616.00
Pima County Dev. Services	06D00138	2/16/06	\$550.00
Pima County Dev. Services	06D00260	3/22/06	\$156.00
Pima County Dev. Services	06D00279	3/29/06	\$200.00
Pima County Dev. Services	06D00369	4/20/06	\$117.00
Pima County Dev. Services	06D00795	8/15/06	\$916.00
Pima County Dev. Services	06D01146	12/4/06	\$78.00
Pima County Dev. Services	06D0991	10/11/06	\$300.00
Pima County Dev. Services Total			\$4,065.00

Public Sewer System

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P05DR01287

FEE RECEIPT# 05D00994

SITE ADDRESS: G-2005-166

DATE: 10/28/2005
COMP TYPE: DR-RECPT
TYPE:

TIME: 10:10 AM

DESCRIPTION OF WORK: G-2005-166 1st Sewer Improvement Plan Submittal for Quail Creek II Unit 20 Lots 1-72 & CA's A, B & D Unit 21 Lots 1-103 & CA's A, B & D

APPLICANT: B & R ENGINEERING (PAID BY ROBSON COMMUNITIES)

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount	
Payment	Check	871509	766.00	
				TOTAL: 766.00

FEE PAID:

DESCRIPTION	CURRENT PMTS	
*SEWER IMPROVE PLANS	766.00	
		TOTAL: 766.00

328012

RECEIVED NOV 09 2005

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P05DR01458

FEES RECEIPT# 05D01137

SITE ADDRESS: G-2005-188

DATE: 12/07/2005
COMP TYPE: DR-RECPT
TYPE:

TIME: 03:56 PM

DESCRIPTION OF WORK: G-2005-188 1st Sewer Improvement Plan Submittal for Quail Creek Unit 5 Lots 1-34 & CA's A, B & D

APPLICANT: B & R ENGINEERING

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount
Payment	Check	894701	366.00

TOTAL: 366.00

FEES PAID:

DESCRIPTION	CURRENT PMTS
*SEWER IMPROVE PLANS	366.00

TOTAL: 366.00

328012

RECEIVED JAN 06 2006

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P05DR01554

FEES RECEIPT# 05D01216

SITE ADDRESS: SA12-05-08

DATE: 12/30/2005

TIME: 11:20 AM

COMP TYPE: DR-RECPT

TYPE:

DESCRIPTION OF WORK: 1st Final Plat SUBmittal for Quail Creek II Unit 20 Lots
1-72, Unit 21 Lots 1-103 & CA'S A, B & D
SA12-05-08

APPLICANT: B & R ENGINEERING

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount	
Payment	Check	895715	616.00	
				TOTAL: 616.00

FEES PAID:

DESCRIPTION	CURRENT PMTS	
SEWER PLANS - FP**	616.00	
		TOTAL: 616.00

328012

RECEIVED JAN 16 2006

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P06DR00178

FEES RECEIPT# 06D00138

SITE ADDRESS: G-2005-166

DATE: 02/16/2006
COMP TYPE: DR-RECPT
TYPE:

TIME: 12:10 PM

DESCRIPTION OF WORK: G-2005-166 2nd Sewer Improvement Plan submittal for Quail Creek II Unit 20 Lots 1-72 & CA's A, B & D Unit 21 Lots 1-103 & CA's A, B & D

APPLICANT: B & R ENGINEERING (PAID BY ROBSON COMMUNITIES)

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount
Payment	Check	894700	550.00

TOTAL: 550.00

FEES PAID:

DESCRIPTION	CURRENT PMTS
*SEWER IMPROVE PLANS	550.00
TOTAL:	550.00

328012

RECEIVED MAR 01 2006

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA



ACTIVITY P06DR00335

FEES RECEIPT# 06D00260

SITE ADDRESS: G-2005-166

DATE: 03/22/2006
COMP TYPE: DR-RECPT
TYPE:

TIME: 11:17 AM

DESCRIPTION OF WORK: G-2005-166 3rd Sewer Improvement Plan submittal for Quail Creek II Unit 20 Lots 1-72 & CA's A, B & D Unit 21 Lots 1-103 & CA's A, B & D

APPLICANT: B & R ENGINEERING (PAID BY ROBSON COMMUNITIES)

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount
Payment	Check	911855	156.00
TOTAL:			156.00

FEES PAID:

DESCRIPTION	CURRENT PMTS	
*SEWER IMPROVE PLANS	156.00	
TOTAL:		156.00

328012

RECEIVED APR 03 2006

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P06DR00358

FEES RECEIPT# 06D00279

SITE ADDRESS: G-2005-188

DATE: 03/29/2006
COMP TYPE: DR-RECPT
TYPE:

TIME: 10:07 AM

DESCRIPTION OF WORK: G-2005-188 2nd Sewer Improvement Plan submittal for Quail Creek II Unit 5 Lots 1-34 & CA's A, B, C & D

APPLICANT: B & R ENGINEERING (PAID BY ROBSON COMMUNITIES)

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount	
Payment	Check	900725	200.00	
				TOTAL: 200.00

FEES PAID:

DESCRIPTION	CURRENT PMTS	
*SEWER IMPROVE PLANS	200.00	
		TOTAL: 200.00

328012

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P06DR00468

FEES RECEIPT# 06D00369

SITE ADDRESS: G-2005-188

DATE: 04/20/2006
COMP TYPE: DR-RECPT
TYPE:

TIME: 11:46 AM

DESCRIPTION OF WORK: G-2005-188 3rd Sewer Improvement Plan submittal for Quail Creek II Unit 5 Lots 1-34 & CA's A, B, C & D

APPLICANT: B & R ENGINEERING (PAID BY ROBSON COMMUNITIES)

Receipt By: JO

NOTATION:

PAID BY:

Type	Method	Description	Amount	
Payment	Check	920122	117.00	
				TOTAL: 117.00

FEES PAID:

DESCRIPTION	CURRENT PMTS	
*SEWER IMPROVE PLANS	117.00	
		TOTAL: 117.00

328012

RECEIVED APR 28 2006

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P06DR00997

FEES RECEIPT# 06D00795

SITE ADDRESS: G-2006-120

DATE: 08/15/2006

TIME: 11:56 AM

COMP TYPE: DR-RECPT

TYPE:

DESCRIPTION OF WORK: G-2006-120

1st Submittal

Quail Creek - Campbell Ave.

APPLICANT: B&R ENGINEERING (PAID BY ROBSON COMM)

Receipt By: JC

NOTATION:

AID BY:

Type	Method	Description	Amount
Payment	Check	940490	916.00

TOTAL: 916.00

FEES PAID:

DESCRIPTION	CURRENT PMTS
*SEWER IMPROVE PLANS	916.00

TOTAL: 916.00

328014

RECEIVED AUG 22 2006

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380



RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P06DR01464

FEE RECEIPT# 06D01146

SITE ADDRESS: G-2006-120

DATE: 12/04/2006

TIME: 03:59 PM

COMP TYPE: DR-RECPT

TYPE:

DESCRIPTION OF WORK: G-2006-120

3rd Submittal

Quail Creek Community Facilities,
Campbell Avenue

APPLICANT: B&R ENG (PAID BY ROBSON RANCH COMM)

Receipt By: JC

NOTATION:

PAID BY:

Type	Method	Description	Amount
Payment	Check	957766	78.00

TOTAL: 78.00

FEE PAID:

DESCRIPTION	CURRENT PMTS
SEWER IMPROVE PLANS	78.00

TOTAL: 78.00

328064

DEVELOPMENT SERVICES DEPARTMENT

201 N. STONE AVENUE, 2ND FLOOR TUCSON, AZ 85701

PHONE: 740-6586 FAX: 740-6380

RECEIPT

PIMA COUNTY, ARIZONA

ACTIVITY P06DR01258

FEE RECEIPT# 06D00991

SITE ADDRESS: G-2006-120

DATE: 10/11/2006

TIME: 04:45 PM

COMP TYPE: DR-RECPT

TYPE:

DESCRIPTION OF WORK: G-2006-120

2nd Submittal

Quail Creek Comm Facilities District Proj.

Campbell Ave. Quail Crossing Blv. to Madera Highlands

APPLICANT: B&R ENGINEERING (PAID BY ROBSON COMMUNITIES)

Receipt By: JC

NOTATION:

PAID BY:

Type	Method	Description	Amount
Payment	Check	951580	300.00

TOTAL: 300.00

FEE PAID:

DESCRIPTION	CURRENT PMTS
SEWER IMPROVE PLANS	300.00

TOTAL: 300.00

328014

RECEIVED OCT 17 2006

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Quail Creek Water	185	3/20/07	\$135.91
Quail Creek Water	194	8/31/06	\$16.24
Quail Creek Water	195	8/31/06	\$898.28
Quail Creek Water	202	9/30/06	\$16.24
Quail Creek Water	214	10/31/06	\$20.49
Quail Creek Water	215	10/31/06	\$600.01
Quail Creek Water	224	2/28/07	\$593.34
Quail Creek Water	225	12/29/06	\$1,077.78
Quail Creek Water	226	1/31/07	\$310.85
Quail Creek Water	669	6/30/06	\$1,253.57
Quail Creek Water	669	7/31/06	\$434.62
Quail Creek Water	955	6/30/06	\$2,480.45
Quail Creek Water	955	7/31/06	\$1,411.72
Quail Creek Water	955	9/30/06	\$904.35
Quail Creek Water Total			\$10,153.85

Public Sewer System

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

1279

135.91

Please Remit To Address Below:

100 / 36
QUAIL CREEK LAND DEVELOPMENT
ATTN: TRACY
9532 E RIGGS RD
SUN LAKES AZ 85248-7463

852

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

*CFO UNIT 5
SEWER*



Statement date: 3/30/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date
3/30/2007

Billing Period
2/20/2007 - 3/20/2007

Delinquent Date
4/20/2007

UNIT 5 Service Address
SN97620667
GREEN VALLEY AZ 85614

Class of Service
Commercial

Account Number
1279

Prior meter reading	19463600
Current meter reading	19503000
Consumption	39400
Number of days	28

Previous balance	.00
Regulatory assessment	.18
Super fund charge	.26
Sales tax	10.15
Water, Commercial	125.32
	<hr/>
	135.91

*** Please pay this amount

328012

*340005.1730.1205
MARCH USAGE*

RECEIVED MAR 30 2007

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 04/19/2007.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

669

16.24

100 / 26
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFA Sewer 20/21



Statement date: 8/31/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

8/31/2006

7/21/2006 - 8/22/2006

9/20/2006

UNIT 20/21
GREEN VALLEY AZ 85614

Commercial

669

Previous meter reading 21913100
Current meter reading 21913100
Consumption 0
Number of days 32

Previous balance .00
Regulatory assessment .02
Sales tax 1.22
Water, Commercial 15.00

*** Please pay this amount

16.24

340020.1730.1205 \$8.12
340021.1730.1205 8.12

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 09/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

328012

RECEIVED AUG 30 2006

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

669

16.24

100 / 26
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD Unit 20/21 Source



Statement date: 9/30/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

9/30/2006

8/22/2006 - 9/19/2006

10/20/2006

UNIT 20/21 ✓
GREEN VALLEY AZ 85614

Commercial

669

Prior meter reading 21913100
Current meter reading 21913100
Consumption 0
Number of days 28

Previous balance .00
Regulatory assessment .02
Sales tax 1.22
Water, Commercial 15.00
*** Please pay this amount 16.24

34.0020 . 1730.1205 \$8.12
34.0021 . 1730.1205 \$8.12

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 10/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

RECEIVED SEP 29 2006

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

669

AMOUNT DUE
20.49

Please Remit To Address Below:

CFD

100 / 26
QUAIL CREEK DEVELOPMENT
UNIT 20/21 SN12506979
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

SOUND



Statement date: 10/31/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

10/31/2006

9/19/2006 - 10/24/2006

11/20/2006

UNIT 20/21 SN12506979
GREEN VALLEY AZ 85614

Commercial

ACCOUNT NUMBER
669

Previous meter reading	21913100
Current meter reading	21914500
Consumption	1400
Number of days	35

Previous balance	.00
Regulatory assessment	.03
Super fund charge	.01
Sales tax	1.53
Water, Commercial	18.92
	<hr/>
	20.49

*** Please pay this amount

RF

RECEIVED OCT 31 2006

340020 . 1730 . 1205

** 10-24*

340021 . 1730 . 1205

** 10-25*

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 11/20/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

955

AMOUNT DUE
600.01

Please Send To Address Below:

100 / 27
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

*CFA
SEWER*



Statement date: 10/31/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

10/31/2006

9/19/2006 - 10/25/2006

11/20/2006

UNIT 20/21
GREEN VALLEY AZ 85614

Commercial

Account Number
955

Prior meter reading	17618900
Current meter reading	17811100
Consumption	192200
Number of days	36

Previous balance	.00
Regulatory assessment	.79
Super fund charge	1.25
Sales tax	44.81
Water, Commercial	553.16
<hr/>	
*** Please pay this amount	600.01

sf
RECEIVED OCT 31 2006

340020.1730.1205 \$ 300.00

340021.1730.1205 \$ 300.01

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 11/20/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment **THANK YOU!**

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

1279

593.34

100 / 36
QUAIL CREEK LAND DEVELOPMENT
ATTN: TRACY
9532 E RIGGS RD
SUN LAKES AZ 85248-7463

852

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

*CFD
UNITS SOURCE*

|||||

Statement date: 2/28/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

2/28/2007

1/23/2007 - 2/20/2007

3/20/2007

3RD GOLF COURSE SN97620667 UNITS
GREEN VALLEY AZ 85614

Commercial

1279

Prior meter reading	19273600
Current meter reading	19463600
Consumption	190000
Number of days	28

Previous balance	.00
Regulatory assessment	.79
Super fund charge	1.24
Sales tax	44.31
Water, Commercial	547.00
	<hr/>
	593.34

*** Please pay this amount

RECEIVED FEB 28 2007

[Signature]

*340005.1730.1205
FEBRUARY USAGE*

328012

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 03/19/2007.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

0225

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

1279 1,077.78

Please Remit to Address Below:

100 / 36
QUAIL CREEK LAND DEVELOPMENT
ATTN: TRACY
9532 E RIGGS RD
SUN LAKES AZ 85248-7463

852

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD UNIT 5 SOWER

|||||

Statement date: 12/29/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date 12/29/2006	Billing Period 11/20/2006 - 12/19/2006	Delinquent Date 1/20/2007
<i>UNIT 5</i> Service Address 3RD GOLF COURSE SN97620667 GREEN VALLEY AZ 85614	Class of Service Commercial	Account Number 1279
Prior meter reading 18827100 Current meter reading 19176600 Consumption 349500 Number of days 29		
Previous balance .00 Regulatory assessment 1.43 Super fund charge 2.27 Sales tax 80.48 Water, Commercial 993.60		<hr/> 1,077.78
*** Please pay this amount		
<p><i>340005,1730.1205</i> <i>DECEMBER USAGE</i></p> <p>RECEIVED DEC 29 2006 <i>JCF</i></p>		
<p>TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 01/19/2007.</p> <p>Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!</p> <p>For questions or service, please call customer service at: 520-825-3423 Quail Creek Water Company</p>		

28012

0226

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

1279

AMOUNT DUE
310.85

Please Remit to Address Below:

100 / 36
QUAIL CREEK LAND DEVELOPMENT
ATTN: TRACY
9532 E RIGGS RD
SUN LAKES AZ 85248-7463

852

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD UNIT 5 SOURCE

|||||

Statement date: 1/31/2007

Please make checks payable to: QUAIL CREEK WATER COMPANY

Statement Date 1/31/2007	Billing Period 12/19/2006 - 1/23/2007	Delinquent Date 2/20/2007																																	
<i>UNIT 5</i> Service Address 3RD GOLF COURSE SN97620667 GREEN VALLEY AZ 85614	Class of Service Commercial	Account Number 1279																																	
<table> <tr><td>Prior meter reading</td><td>19176600</td><td></td></tr> <tr><td>Current meter reading</td><td>19273600</td><td></td></tr> <tr><td>Consumption</td><td>97000</td><td></td></tr> <tr><td>Number of days</td><td>35</td><td></td></tr> <tr><td>Previous balance</td><td></td><td>.00</td></tr> <tr><td>Regulatory assessment</td><td></td><td>.41</td></tr> <tr><td>Super fund charge</td><td></td><td>.63</td></tr> <tr><td>Sales tax</td><td></td><td>23.21</td></tr> <tr><td>Water, Commercial</td><td></td><td>286.60</td></tr> <tr><td colspan="2"></td><td><hr/></td></tr> <tr><td colspan="2"></td><td>310.85</td></tr> </table>			Prior meter reading	19176600		Current meter reading	19273600		Consumption	97000		Number of days	35		Previous balance		.00	Regulatory assessment		.41	Super fund charge		.63	Sales tax		23.21	Water, Commercial		286.60			<hr/>			310.85
Prior meter reading	19176600																																		
Current meter reading	19273600																																		
Consumption	97000																																		
Number of days	35																																		
Previous balance		.00																																	
Regulatory assessment		.41																																	
Super fund charge		.63																																	
Sales tax		23.21																																	
Water, Commercial		286.60																																	
		<hr/>																																	
		310.85																																	
<p>*** Please pay this amount</p> <p><i>340005.1730.1205</i> <i>JANUARY USAGE</i></p> <p>RECEIVED JAN 29 2007 <i>JEF</i></p>																																			
<p>TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 02/19/2007.</p> <p>Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!</p> <p>For questions or service, please call customer service at: 520-825-3423 Quail Creek Water Company</p>																																			

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

669

1,253.57

v# 1105218

100 / 26
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD Sewer 20/21



Statement date: 6/30/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

6/30/2006

5/23/2006 - 6/22/2006

7/20/2006

UNIT 20/21
GREEN VALLEY AZ 85614

Commercial

669

rior meter reading	21365400
Current meter reading	21774690
Consumption	409290
Number of days	30

Previous balance	.00
Regulatory assessment	1.66
Super fund charge	2.66
Sales tax	88.24
Water, Commercial	<u>1,161.01</u>
	1,253.57

340020.1730.1205 ~~601.71~~ *** Please pay this amount

340021.1730.1205 \$651.86

RECEIVED JUN 29 2006

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 07/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248



669 434.62

100 / 26
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD SOWP 20/21



Statement date: 7/31/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

7/31/2006 6/22/2006 - 7/21/2006 8/20/2006

UNIT 20/21
GREEN VALLEY AZ 85614

Commercial

669

Prior meter reading 21774690
Current meter reading 21913100
Consumption 138410
Number of days 29

Previous balance .00
Regulatory assessment .58
Super fund charge .90
Sales tax 30.59
Water, Commercial 402.55
*** Please pay this amount 434.62

340020.1730.205 208.62
340021.1730.1205 226.00

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 08/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
Customer service at: 520-825-3423
Quail Creek Water Company

32802

RECEIVED JUL 31 2006

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

955

2,480.45

100 / 27
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD Source 20/21



Statement date: 6/30/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

6/30/2006

5/23/2006 - 6/22/2006

7/20/2006

UNIT 20/21
GREEN VALLEY AZ 85614

Commercial

955

rior meter reading	15759400
Current meter reading	16574500
Consumption	815100
Number of days	30

Previous balance	.00
Regulatory assessment	3.28
Super fund charge	5.30
Sales tax	174.59
Water, Commercial	<u>2,297.28</u>
	2,480.45

*** Please pay this amount

340020 . 1730.1205 \$ 1190.62
 340021 . 1730.1205 \$ 1289.83

RECEIVED JUN 29 2006
[Signature]

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 07/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248



955

1,411.72

100 / 27
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD Sewer 20/21



Statement date: 7/31/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

7/31/2006

6/22/2006 - 7/26/2006

8/20/2006

UNIT 20/21
GREEN VALLEY AZ 85614

Commercial

955

rior meter reading	16574500
Current meter reading	17036100
Consumption	461600
Number of days	34

Previous balance	.00
Regulatory assessment	1.87
Super fund charge	3.00
Sales tax	99.37
Water, Commercial	1,307.48
	<hr/>
	1,411.72

*** Please pay this amount

340020.1730.1205 677.63

340021.1730.1205 734.09

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 08/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

JEH
RECEIVED JUL 31 2006

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

328012

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

955

904.35

100 / 27
QUAIL CREEK DEVELOPMENT
UNIT 20/21
GREEN VALLEY AZ 85614

856

QUAIL CREEK WATER COMPANY
9532 E Riggs Rd
Sun Lakes AZ 85248

CFD UNIT 20/21 SOWOP



Statement date: 9/30/2006

Please make checks payable to: QUAIL CREEK WATER COMPANY

9/30/2006

8/22/2006 - 9/19/2006

10/20/2006

UNIT 20/21 /
GREEN VALLEY AZ 85614

Commercial

955

Prior meter reading	17326500
Current meter reading	17618900
Consumption	292400
Number of days	28

Previous balance	.00
Regulatory assessment	1.20
Super fund charge	1.90
Sales tax	67.53
Water, Commercial	833.72
	<hr/>
	904.35

*** Please pay this amount

340020.1730.1205 \$ 452.17
 340021.1730.1205 \$ 452.18

TO AVOID DISRUPTION OF SERVICE, ALL DELINQUENT BALANCES ARE DUE BY 10/19/2006.

Please help us in updating our customer records by including your telephone number and/or any changes to your billing address with your payment THANK YOU!

For questions or service, please call
customer service at: 520-825-3423
Quail Creek Water Company

RECEIVED SEP 29 2006

328012

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Sales Tax	Costs thru 3/31/07		\$23,175.91
Sales Tax	Costs thru 3/31/07		\$0.00
Sales Tax Total			\$23,175.91

Public Sewer System

Quail Creek Community Facilities District

Progress Payment Submittal

Public Sewer System

CFD ID # 11

Vendor	Invoice #	Date	Amount
Overhead	Costs thru 3/31/07		\$166.07
Overhead	Costs thru 3/31/07		\$3.43
Overhead	Costs thru 3/31/07		\$33,846.84
Overhead	Costs thru 3/31/07		\$0.00
Overhead Total			\$34,016.34

Public Sewer System

FAXED O'LEARY 6-28-06
2:45 JS

PIMA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
ENGINEERING REVIEW UNIT
150 West Congress, 1st Floor, Tucson, Arizona 85701-1317
Telephone: 740-3340

CONSTRUCTION AUTHORIZATION

System Name: PIMA COUNTY WASTEWATER MANAGEMENT System No.: 40-002

Project Owner: PIMA COUNTY WASTEWATER MANAGEMENT

Address: 201 N. STONE, (1ST FLOOR), TUCSON, AZ 85701

Project Location: T-18-S, R-14-E, SECTION 08 County: PIMA

Description: PUBLIC SEWER TO SERVE QUAIL CREEK II: UNIT 20, LOTS 1-72; UNIT 21, LOTS 1-103.

Approval to construct the above, described facilities as represented in the approved plan on file with the Pima County Department of Environmental Quality is hereby given subject to the following provisions:

NOTICE SHALL BE GIVEN TO THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, SOUTHERN REGIONAL OFFICE IN TUCSON WHEN CONSTRUCTION OF THE PROJECT BEGINS TO ALLOW FOR INSPECTION DURING CONSTRUCTION.

this project includes trenching, land stripping, earthmoving or road construction, an air quality activity permit may be required pursuant to P. C. C. Title 17.12.470. For inquires, regarding air quality activity permits, please call 740-3957.

The State law, A.R.S. 49-104(B)(13), requires that construction of the project must be in accordance with the rules and regulations of the Arizona Department of Environmental Quality and the Pima County Department of Environmental Quality.

Per Arizona Administrative Code R18-9-A301(D)(1)(f)(ii) and (iii), if the Department does not receive all verification documents within two years after the date of this approval, the Provisional Verification of General Permit Conformance will expire, and the person shall not continue construction of this project or discharge into it. The applicant shall submit a new Notice of Intent to Discharge in order to continue construction of this project.

Date Approved: June 24, 2006
Approval Expires on: June 24, 2008

URSULA KRAMER,
DIRECTOR

Cc: P-File No. P033506
P-ADEQ, SRO
Development Review (G-2005-166)
Engineer- B&R Engineering

By: Mike Redmond
Mike Redmond, R.S.
Water/Waste Program Mgr.
By: David Amash
David Amash, P.E.
Civil Engineer

RECEIVED JUN 28 2006



Pima County
Wastewater Management Department

201 N. Stone Ave., 8th Floor
Tucson, Arizona 85701
(520) 740-6500

Michael Gritzuk, P.E.
Director

Visit our website:
<http://www.pima.gov/wwm>

DATE: 1-30-07

TO: TOM

COMPANY: _____

FAX NUMBER: 393-2960

TELEPHONE NUMBER: _____

FROM: KEVIN VARNER

SUBJECT: TEST SHEETS

COMMENTS:

*328012
20/21
Sent*

NUMBER OF PAGES (including cover sheet): 6

JOB CHECK MARY
MH VACUUM TEST - SPARK TEST

Plan No. B-05-166
Year 06
Test Witnessed by MARY

PROJECT QUAIL CREEK II

Tester if other than contractor

Manhole	MH Manufacturer	Dia.	MH Height	Spec Drop'	Actual Drop	Pass Fail	Test	Date Re-Test	Spark Test	Pass Fail	Test	Date Re-Test
MH# 1	JENSEN	48"	8'	:20	1:00	P	9/18					
MH# 2	"	"	8'	:20	1:00	P	9/18					
MH# 3	"	"	7'	:20	1:00	P	9/18					
MH# 4	"	"	7'	:20	:30	P	8/30					
MH# 5	"	"	7'	:20	:30	P	8/29					
MH# 6	"	"	8'	:20	1:00	P	8/29					
MH# 7	"	"	6'	:15	:30	P	8/29					
MH# 8	"	"	6'	:15	:30	P	8/29					
MH# 9	"	"	7'	:20	1:00	P	8/29					
MH# 10	"	1'	7'	:20	:30	P	8/30					
MH# 11	"	"	7'	:20	:30	P	8/30					
MH# 12	"	"	7'	:20	1:00	P	8/30					
MH# 13	"	"	7'	:20	1:00	P	8/30					
MH# 14	"	"	8'	:20	:30	P	9/15					
MH# 15	"	"	8'	:20	1:00	P	9/15					
MH# 16	"	"	8'	:20	1:00	P	9/15					
MH# 17	"	"	7'	:20	:30	P	8/30					
MH# 18	"	"	7'	:20	1:00	P	8/30					
MH# 19	"	"	7'	:20	:30	P	8/30					
MH# 20	"	"	7'	:20	:30	P	8/30					

FROM THE ASTM C 1244-03 STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE (VACUUM) TEST, TABLE 1.

JOB CHECK MARY
MH VACUUM TEST - SPARK TEST

PROJECT

QUAIL CREEK II

Plan No. G-05-166
Year 06
Test Witnessed by MARY

Tester if other than contractor

Manhole	MH Manufacturer	Dia.	MH Height	Spec Drop*	Actual Drop	Pass Fail	Test	Date Re-Test	Spark Test	Pass Fail	Test	Date Re-Test
MH# 21	JENSEN	48"	7'	:20	:30	P	8/30	9/18				
MH# 22	"	"	7'	:20	1:00	FP	8/30					
MH# 23	"	"	7'	:20	1:00	P	8/30					
MH# 24	"	"	7'	:20	:30	P	8/30					
MH# 25	"	"	7'	:20	1:00	P	8/25					
MH# 26	"	"	7'	:20	:30	P	8/25					
MH# 27	"	"	7'	:20	:30	P	8/25					
MH# 28	"	"	7'	:20	1:00	P	8/25					
MH# 29	"	"	7'	:20	:30	P	8/28					
MH# 30	"	"	7'	:20	1:00	P	8/25					
MH# 31	"	"	7'	:20	1:00	P	8/29					
MH# 32	"	"	7'	:20	:30	P	8/30					
MH# 33	"	"	7'	:20	1:00	P	8/30					
MH# 34	"	"	7'	:20	:30	P	8/30	9/18				
MH# 35	"	"	7'	:20	:30	FP	8/30					
MH# 36	"	"	7'	:20	:30	P	8/30					
MH# 37	"	"	7'	:20	:30	P	8/30					
MH# 38	"	"	7'	:20	1:00	FP	8/30	9/18				
MH# 39	"	"	NGS'	:20	1:00	P	9/18					
MH# 40	"	"	7'	:20	1:00	P	8/30					

* FROM THE ASTM C 1244-93 STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY NEGATIVE AIR PRESSURE (VACUUM) TEST, TABLE 1.

JOB CHECK SUMMARY
AIR TEST (1 PSI DROP)

PLAN NO. G-05-166
YEAR 06

JECT QUAIL CREEK A

TESTER IF OTHER THAN CONTRACTOR

CLEAN

REACH	PIPE MAT.	DIN.	L.F.	SPEC. TIME	PSI DROP	PASS FAIL	DATE		MIND.	RCS WIRE	PIPE		MII		STEPS	
							MIRROR	REMI RR.			YES	NO	YES	NO	YES	NO
101 MIII 2	PVC	8"	64'	3:18	0	PASS	9/18		9/14	2	✓	✓	✓	✓	✓	✓
102 MIII 3	PVC	8"	281'	3:18	0	PASS	9/18		9/14	6	✓	✓	✓	✓	✓	✓
103 MIII 4	PVC DIP	8"	70' 14'	1:54	0	PASS	9/18		9/14	1	✓	✓	✓	✓	✓	✓
104 MIII 5	PVC	8"	224'	2:42	0	PASS	9/18		9/14	3	✓	✓	✓	✓	✓	✓
105 MIII 6	PVC	8"	492'	6:00	0	PASS	9/18		9/14	13	✓	✓	✓	✓	✓	✓
106 MIII 7	PVC	8"	154'	1:48	0	PASS	9/18		9/14	4	✓	✓	✓	✓	✓	✓
107 MIII 8	PVC	8"	159'	1:48	0	PASS	9/18		9/14	4	✓	✓	✓	✓	✓	✓
108 MIII 9	PVC	8"	217'	3:42	0	PASS	9/18		9/14	5	✓	✓	✓	✓	✓	✓
109 MIII 10	PVC	8"	171'	2:06	0	PASS	9/18		9/14	4	✓	✓	✓	✓	✓	✓
110 MIII 11	PVC	8"	200'	2:24	0	PASS	9/18		9/14	4	✓	✓	✓	✓	✓	✓
111 MIII 12	PVC	8"	125'	1:00	0	PASS	9/18		9/14	2	✓	✓	✓	✓	✓	✓
112 MIII 13	PVC	8"	266'	3:00	0	PASS	9/18		9/14	6	✓	✓	✓	✓	✓	✓
113 MIII 14	PVC	8"	254'	3:00	0	PASS	9/18		9/14	2	✓	✓	✓	✓	✓	✓
114 MIII 15	PVC	8"	87'	1:54	0	PASS	9/18		9/14	2	✓	✓	✓	✓	✓	✓
115 MIII 16	PVC	9"	273'	3:18	0	PASS	9/18		9/14	7	✓	✓	✓	✓	✓	✓

INSPECTOR'S SIGNATURE

INSPECTOR'S SIGNATURE

JOB CHECK SUMMARY
AIR TEST (1 PSI DROP)

PLAN NO. G-05-16L

YEAR 06

PROJECT QUAIL CREEK II

CLEAN

TESTER IF OTHER THAN CONTRACTOR

REACH	PIPE MAT.	DIR.	L.F.	SPEC. TIME	PSI DROP	PASS FAIL	DATE		MIRRORE	REMARK.	MAND.	HCS WIRE	PIPE		MII		STEPS	
							TEST	MIRROR					YES	NO	YES	NO	YES	NO
MIII 17	PVC	8"	197'	2:24	0	PASS		9/18		9/14	5	✓		✓		✓		
MIII 18	PVC	8"	274'	3:18	0	PASS		9/18		9/14	7	✓		✓		✓		
MIII 19	PVC	8"	256'	3:00	0	PASS		9/18		9/14	6	✓		✓		✓		
MIII 20	PVC	8"	256'	3:00	0	PASS		9/18		9/14	8	✓		✓		✓		
MIII 21	PVC	8"	181'	2:06	0	PASS		9/18		9/14	4	✓		✓		✓		
MIII 22	PVC	8"	191'	2:24	0	PASS		9/18		9/14	3	✓		✓		✓		
MIII 23	PVC	8"	23'	1:36	0	PASS		9/18		9/14	1	✓		✓		✓		
MIII 24	PVC	8"	38'	1:17	0	PASS		9/18		9/14	0	✓		✓		✓		
MIII 25	PVC	8"	351'	4:12	0	PASS		9/18		9/14	7	✓		✓		✓		
MIII 26	PVC	8"	65'	1:36	0	PASS		9/18		9/14	5	✓		✓		✓		
MIII 27	PVC	8"	259'	3:00	0	PASS		9/18		9/14	4	✓		✓		✓		
MIII 28	PVC	8"	218'	2:24	0	PASS		9/18		9/14	7	✓		✓		✓		
MIII 29	PVC	8"	257'	3:00	0	PASS		9/18		9/14	7	✓		✓		✓		
MIII 30	PVC	8"	180'	2:06	0	PASS		9/18		9/14	6	✓		✓		✓		
MIII 31	PVC	8"	308'	3:36	0	PASS		9/18		9/14	4	✓		✓		✓		

INSPECTOR'S SIGNATURE

MARDRELL PVC ORG.

JOB CHECK SUMMARY
AIR TEST (1 PSI DROP)

PLAN NO. G-95-166

YEAR 06

PROJECT QUAIL CREEK II

RENCH	PIPE MAT.	DIA.	L.F.	SPEC. TIME	PSI DROP	PASS FAIL	DATE			HCS WIRE	PIPE		MII		STEPS	
							TEST	MIRROR	REPAIR.		MIND.	YES	NO	YES	NO	YES
MI# 31	PVC	8"	189'	2:06	0	PASS	9/8	9/14	6	✓	✓	✓	✓	✓	✓	✓
MI# 32	PVC	8"	215'	2:24	0	PASS	9/8	9/14	4	✓	✓	✓	✓	✓	✓	✓
MI# 33	PVC	8"	200'	2:24	0	PASS	9/8	9/14	6	✓	✓	✓	✓	✓	✓	✓
MI# 34	PVC	8"	12'	:32	0	PASS	9/8	9/14	0	✓	✓	✓	✓	✓	✓	✓
MI# 35	PVC	8"	118'	1:12	0	PASS	9/8	9/14	2	✓	✓	✓	✓	✓	✓	✓
MI# 36	PVC	9"	325'	3:54	0	PASS	9/8	9/14	8	✓	✓	✓	✓	✓	✓	✓
MI# 37	PVC	8"	133'	1:30	0	PASS	9/8	9/14	4	✓	✓	✓	✓	✓	✓	✓
MI# 38	PVC	8"	37'	:18	0	PASS	9/8	9/14	0	✓	✓	✓	✓	✓	✓	✓
MI# 39	PVC	8"	322'	4:12	0	PASS	9/8	9/14	7	✓	✓	✓	✓	✓	✓	✓
MI# 40																
MI# 41																
MI# 42																
MI# 43																
MI# 44																
MI# 45																
MI# 46																

TESTER IF OTHER THAN CONTRACTOR

CLEAN

INSPECTOR'S SIGNATURE

MANORUL PVC DRIP

PIMA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
ENGINEERING REVIEW UNIT
150 West Congress, 1st Floor, Tucson, Arizona 85701-1317
Telephone: 740-3340

CONSTRUCTION AUTHORIZATION

System Name: PIMA COUNTY WASTEWATER MANAGEMENT System No.: 40-002

Project Owner: PIMA COUNTY WASTEWATER MANAGEMENT

Address: 201 N. STONE, (1ST FLOOR), TUCSON, AZ 85701

Project Location: T-18-S, R-14-E, SECTION 8 County: PIMA

Description: PUBLIC SEWER TO SERVE QUAIL CREEK 2, UNIT 5, LOTS 1-34

Approval to construct the above, described facilities as represented in the approved plan on file with the Pima County Department of Environmental Quality is hereby given subject to the following provisions:

NOTICE SHALL BE GIVEN TO THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, SOUTHERN REGIONAL OFFICE IN TUCSON WHEN CONSTRUCTION OF THE PROJECT BEGINS TO ALLOW FOR INSPECTION DURING CONSTRUCTION.

If this project includes trenching, land stripping, earthmoving or road construction, an air quality activity permit may be required pursuant to P. C. C. Title 17.12.470. For inquires, regarding air quality activity permits, please call 740-3957.

The State law, A.R.S. 49-104(B)(13), requires that construction of the project must be in accordance with the rules and regulations of the Arizona Department of Environmental Quality and the Pima County Department of Environmental Quality.

Per Arizona Administrative Code R18-9-A301(D)(1)(f)(ii) and (iii), if the Department does not receive all verification documents within two years after the date of this approval, the Provisional Verification of General Permit Conformance will expire, and the person shall not continue construction of this project or discharge into it. The applicant shall submit a new Notice of Intent to Discharge in order to continue construction of this project.

Date Approved: August 2, 2006
Approval Expires on: August 3, 2008

URSULA KRAMER,
DIRECTOR

Cc: P-File No. PO53506
P-ADEQ, SRO
Development Review (G-2005-188)
WWM Utility Coordinator (8th fl., PWB)
Engineer-B&R Engineering

By: M. Redmond
Mike Redmond, R.S.
Water/Waste Program Mgr.

By: David Amash
David Amash, P.E.
Civil Engineer



Michael Amerson, P.L.S.

April 12, 2007

B & R Engineering
Attn: Kenneth A. Marks, P.E.
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

RE: **Quail Creek II, Unit 5 - Sewer As-builts**
As-built Sewer Plan No. G-2005-188
AS #05036

Dear Kenneth:

This letter shall serve to certify that Amerson Surveying as-built existing Manhole No. 14, Plan No. G-2004-108 and new Manholes 1 through 8. The inverts, linear feet and percent of grade are drafted on your Mylars and shown as Revision No. One.

Enclosed are said original Mylars, Sheets 1 through 4. Please don't hesitate to call if you have any questions or concerns. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael K. Amerson', is written over a horizontal line.

MICHAEL K. AMERSON, P.L.S.
President



MKA:ga

Enclosure

cc: Mr. Tom Fetterly

RECEIVED APR 13 2007

228614

PIMA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
ENGINEERING REVIEW UNIT
150 West Congress, 1st Floor, Tucson, Arizona 85701-1317
Telephone: 740-3340

CONSTRUCTION AUTHORIZATION

System Name: PIMA COUNTY WASTEWATER MANAGEMENT System No.: 40-002

Project Owner: PIMA COUNTY WASTEWATER MANAGEMENT

Address: 201 N. STONE, (1ST FLOOR), TUCSON, AZ 85701

Project Location: T-18-S, R-14-E, SECTION 6
T-18-S, R-13-E, SECTION 1, 12 County: PIMA

Description: PUBLIC SEWER TO SERVE QUAIL CREEK CFD, CAMPBELL AVENUE

Approval to construct the above, described facilities as represented in the approved plan on file with the Pima County Department of Environmental Quality is hereby given subject to the following provisions:

NOTICE SHALL BE GIVEN TO THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY, SOUTHERN REGIONAL OFFICE IN TUCSON WHEN CONSTRUCTION OF THE PROJECT BEGINS TO ALLOW FOR INSPECTION DURING CONSTRUCTION.

If this project includes trenching, land stripping, earthmoving or road construction, an air quality activity permit may be required pursuant to P. C. C. Title 17.12.470. For inquires, regarding air quality activity permits, please call 740-3957.

The State law, A.R.S. 49-104(B)(13), requires that construction of the project must be in accordance with the rules and regulations of the Arizona Department of Environmental Quality and the Pima County Department of Environmental Quality.

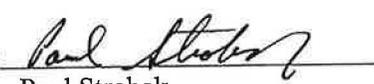
Per Arizona Administrative Code R18-9-A301(D)(1)(f)(ii) and (iii), if the Department does not receive all verification documents within two years after the date of this approval, the Construction Authorization will expire, and the person shall not continue construction of this project or discharge into it. The applicant shall submit a new Notice of Intent to Discharge in order to continue construction of this project.

Date Approved: March 15, 2007
Approval Expires on: March 16, 2009

URSULA KRAMER,
DIRECTOR

Cc: P-File No. PO09207
P-ADEQ, SRO
Development Review (G-2006-120)
WWM Utility Coordinator (8th fl., PWB)
Engineer- B & R Engineering, Inc.

By: 
David Amash, P.E.
Civil Engineer

By: 
Paul Strobak
Civil Engineering Assistant

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Michael Amerson, P.L.S.

September 7, 2006

B & R Engineering
Attn: Donna J. S. Hancock, P.E.
2175 E. Quail Crossing Blvd.
Green Valley, Arizona 85614

RE: **Quail Creek II, Unit 20 and 21 - Sewer As-builts**
AS #05021

Dear Donna:

This letter shall serve to certify that Amerson Surveying as-built existing Manhole No. 4118-01 (Plan No. G-2001-055) and new Manholes 1-40 (Plan No. G-2005-166). The inverts, linear feet and percent of grade are drafted on your Mylars and shown as Revision No. One. Enclosed are said Mylars, Sheets 1-12.

Please don't hesitate to call if you have any questions or concerns. Thank you.

Respectfully,

A handwritten signature in black ink that reads "Michael".

MICHAEL K. AMERSON, P.L.S.
President



MKA:ga

328012



GRC Consultants, Inc.
BRANCH OF GEO/RESOURCE CONSULTANTS, INC.
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

February 22, 2007
Geo/Resource Consultants, Inc.
Project Number: 4919-003

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

Attention: Mr. Tom Fetterly 

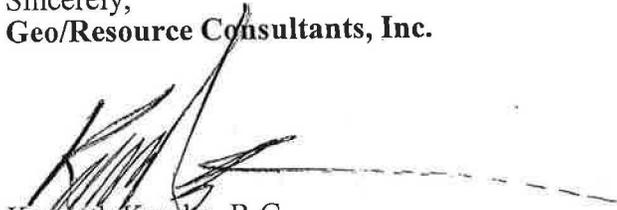
Re: Transmittal of Field Density Test Summary
Sanitary Sewer Trench Backfill
Quail Creek Unit 5
Sahuarita, Arizona

Dear Mr. Fetterly:

This letter serves to transmit a summary of field density test results prepared by Geo/Resource Consultants Inc. (GRC) for the above-referenced project. Our materials testing services were provided on an intermittent, on-call basis at the direction and discretion of Robson Ranch Quail Creek, LLC. or its designated field representative and as scheduled by the infrastructure contractor between February 2 and 13, 2007.

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

Sincerely,
Geo/Resource Consultants, Inc.


Kenneth Karaba, R.G.
Branch Manager

Attachments

Cc: O'Leary Construction

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SUMMARY OF FIELD DENSITY TESTS

Project: Quail Creek Unit 5 **Project Number:** 4919-003

LIST OF FOOTNOTES

- 1) Number designation of test.
- 2) Abbreviations: SS: Sanitary Sewer Trench Backfill
- 3) Location: Approximate from field markers corresponding to a set of plans titled "Public Sewer and Private Roadway, Quail Creek II, Unit 5, Lots 1-34, Common Area "A" (Private Streets), "B" (Private Dringeway & Open Space), "C" (Natural Open Space), & "D" (Drainageway)", prepared by B & R Engineering, Inc., dated April 15, 2006.
- 4) Depth: Approximate with respect to finished grade (0.0 feet) at each location.
- 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.

NOTE: Field Density tests were performed on an on-call basis as directed, and where requested by a field representative of Robson Ranch Quail Creek, LLC. Geo/Resource Consultants, Inc. (GRC) field technician was present to conduct compaction testing only. We did not observe the placement and compaction of backfill other than while conducting tests.

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SUMMARY OF FIELD DENSITY TESTS

Project: Quail Creek Unit 5 Project Number: 4919-003

Test	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Test	Soil	Moisture Content (Percent)	Dry Density (pcf)	Depth (Feet)	Maximum Dry Density (pcf)	Corrected Maximum Dry Density (pcf)	Remarks
							Date of Test
1	SS	8.2	114	6.0	112	112	2-2-07
							SC
							100+
2	SS	7.2	108	3.0	112	112	2-2-07
							SC
							97
3	SS	6.9	113	4.0	112	112	2-2-07
							SC
							100+
4	SS	5.8	110	2.0	112	112	2-2-07
							SC
							98
5	SS	6.5	111	4.0	112	112	2-2-07
							SC
							99
6	SS	7.4	115	2.0	112	112	2-2-07
							SC
							100+
7	SS	7.8	109	4.0	112	112	2-2-07
							SC
							97
8	SS	6.9	108	2.0	112	112	2-2-07
							SC
							97
9	SS	6.0	115	4.0	112	112	2-2-07
							SC
							100+

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SUMMARY OF FIELD DENSITY TESTS

Project: Quail Creek Unit 5 Project Number: 4919-003

Test	(1)	(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)				
10	SS	Easter Lily Lane Sta 14+20	2.0	7.2	126	112	112	100+	SC		2-2-07
11	SS	Easter Lily Lane Sta 11+20	4.0	6.5	110	112	112	98	SC		2-2-07
12	SS	Easter Lily Lane Sta 11+10	2.0	6.3	111	112	112	99	SC		2-2-07
13	SS	Sweet Heather Way Sta 13+50	0.0	7.4	111	112	112	99	SC		2-13-07
14	SS	Easter Lily Lane Sta 15+50	0.0	6.9	117	112	112	100+	SC		2-13-07
15	SS	Easter Lily Lane Sta 12+00	0.0	7.4	119	112	112	100+	SC		2-13-07

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SUMMARY OF PROCTOR VALUES

Project: Quail Creek Unit 5 **Project Number:** 4919-003

Source	Description	Optimum Moisture (percent)	Maximum Dry Density (pcf)*
On-Site	Light Brown Silty SAND with Gravel	13.8	112

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

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May 25, 2006

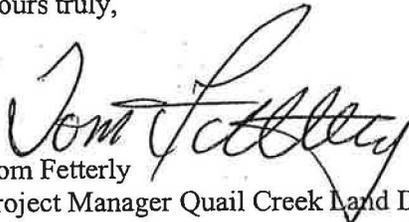
Mr. Paul McGill
O'Leary Construction Inc.
3262 E 44th Street
Tucson, AZ 85713-5243

RE: Notice To Proceed-Quail Creek Unit 20/21 Sewer

Dear Paul,

This letter is your notice to proceed on Quail Creek Unit 20/21 Sewer as a Quail Creek Community Facilities District Project. Please contact me at 393-5810 so that we may discuss the project schedule and details.

Yours truly,



Tom Fetterly
Project Manager Quail Creek Land Development



Robson Communities

Master-Planned Resort Living For Active Adults

May 12, 2006

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

Re: Quail Creek – Units 20 & 21 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.

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RECEIVED MAY 16 2006

J:\Susan\Contracts\Quail Creek\Executed Contract Letters\Units 20 & 21 Sewer-O'Leary.doc

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of May 4, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'LEARY CONSTRUCTION, INC. ("Subcontractor"), for construction of that certain Units 20/21 Sewer (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, Town of Sahuarita, Quail Creek Community Facilities District, the affiliates of Contractor, Owner, Town of Sahuarita, Quail Creek Community Facilities District 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 each house to a retail buyer, Owner issues a "Home Builder's 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 Home Builder's 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 Exemption Certificate

[Insert list of other attached schedules, exhibits and addenda, if any]

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 ~~and equipment~~ 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

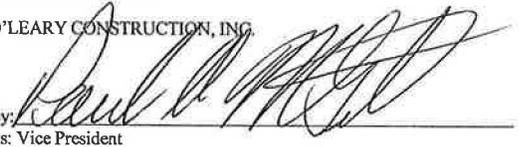
Phone: 520-393-5810

Contact: Tom Fetterly @ Quail Creek

SUBCONTRACTOR

O'LEARY CONSTRUCTION, INC.

By: _____
Its: Vice President



Address: 3262 E. 44th Street, Tucson, AZ 85713

Phone: 520-798-3220

Contact: Paul McGill

License #: 088917 A

EXHIBIT "A"

LIST OF PLANS AND SPECIFICATIONS

Plans by B & R Engineering

1. Quail Creek Units 20 & 21 Public Sewer & Roadway, Quail Creek Resort Community, dated 03/17/06.

Exhibit "B" Subcontract Price For

Robson Ranch Arizona Construction Company #336

JDE Contract # 62615

CONTRACTOR: Otisway Construction Inc.
3282 E. 44th Street
Tucson, Az 85713
520-798-3220

VIN# 1427567

PROJECT: Quail Creek Unit 20 / 21 Sewer

LICENSE # 088917A
EMP ID #
BUSINESS TYPE: CORPORATION

INVOICE #
INV DATE:
INV THRU:

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
340020	Ret	2105	1	-	Unit 20 Sewer	-10%	LS	900.00	900.00	0	-	-	-	-	-
					Mobilization		EA	2,035.00	34,595.00	0	-	-	-	-	
					Manholes		LF	31.25	107,281.25	0	-	-	-	-	
					8" Main		EA	650.00	46,800.00	0	-	-	-	-	
					HCS Standard		EA	430.00	30,960.00	0	-	-	-	-	
340021	Ret	2105	2	-	Unit 21 Sewer	-10%	LS	900.00	900.00	0	-	-	-	-	-
					Mobilization		EA	2,035.00	46,805.00	0	-	-	-	-	
					Manholes		LF	31.25	138,968.75	0	-	-	-	-	
					HCS Standard		EA	650.00	66,950.00	0	-	-	-	-	
					HCS Cleanout/ Box To Grade		EA	430.00	44,290.00	0	-	-	-	-	
340021	Ret	2105	2	-	Testing	-10%	LS	2,500.00	2,500.00	0	-	-	-	-	-
					Retention Field		EA	300,413.75	2,500.00	0	-	-	-	-	
					Retention Paid		EA	-	-	0	-	-	-	-	
					Retention Field		EA	-	-	0	-	-	-	-	
					Retention Paid		EA	-	-	0	-	-	-	-	
Ret	Ret	Ret	Ret	-	Retention Field	-10%	EA	-	-	0	-	-	-	-	-
					Retention Paid		EA	-	-	0	-	-	-	-	
					Retention Field		EA	-	-	0	-	-	-	-	
					Retention Paid		EA	-	-	0	-	-	-	-	
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EXHIBIT "C"

PROGRESS SCHEDULE

The Work shall begin no later than May 15, 2006 and shall be completed no later than September 15, 2006.

[Insert more detailed schedule below if required and available]

Exhibit "D"

CONTRACTOR PAY SCHEDULE FOR 2006 - MONTHLY

WORK COMPLETED THROUGH	INVOICES RECEIVED BY	CHECKS AVAILABLE BY
---------------------------------------	-------------------------------------	------------------------------------

GL DATE

1/31/06	2/6/06	2/20/06
2/28/06	3/6/06	3/20/06
3/31/06	4/6/06	4/24/06
4/30/06	5/5/06	5/22/06
5/31/06	6/6/06	6/19/06
6/30/06	7/7/06	7/24/06
7/31/06	8/4/06	8/21/06
8/31/06	9/7/06	9/25/06
9/30/06	10/5/06	10/23/06
10/31/06	11/7/06	11/20/06
11/30/06	12/6/06	12/18/06
12/31/06	1/5/07	1/22/07

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 _____
(Maker of the check)
in the sum of \$ _____ payable to _____
(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 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 or 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-Units 20/21 Sewer

General:

1. Address all bids to: **Robson Ranch Arizona Construction Company
2175 E. Quail Crossing Blvd.
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 9/15/06.
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 contractor at no cost to the owner.
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 "Sewer" Specifications:

1. Bid all sewer as shown on plans.
2. All services will be marked by a #9 wire marker buried at the end of each service. The end of the wire shall be looped and flagged above grade.
3. All sewer services will be extended at least one (1) foot beyond the easement into the lots or as otherwise specified on plans.

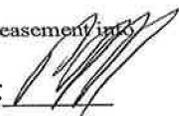
Subcontractor's Initials: 

EXHIBIT "F"
Bid/Construction Requirements-Units 20/21 Sewer

4. Include all repainting, etc.... as required by any governing agency.
5. All trenches will be compacted per requirements to avoid later settlement. Within the Street Right of Way, trenches must meet governing agencies and/or soils engineer's compaction requirements.
6. Subcontractors shall notify the Contractor when sewer and water laterals have been installed such that the surveyor may take "As-Built" field measurements.

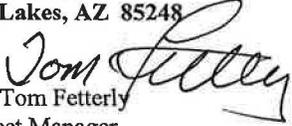
Miscellaneous:

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

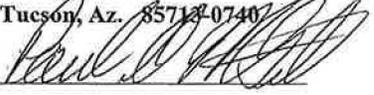
Construction to begin approximately: 5/15/06

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:
O'Leary Construction Inc.
3262 E. 44th Street
Tucson, Az. 85718-0740

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 Arizona Construction Company		PHONE 393-5800	DATE 4/27/06
STREET 2175 Quail Crossing Blvd.		JOB NAME Quail Creek - Units 20 & 21 / Lots 1 - 72 & 1 - 103	
CITY, STATE AND ZIP CODE Green Valley, AZ 85614		JOB LOCATION Quail Range Loop & Quail Crossing Blvd	
Tom Fetterly	Fax 393-5809		

SEWER - UNIT 20 & 21

\$ 523,450.00

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>	<u>TOTAL COST</u>
<u>SEWER - UNIT 20 - Lots 1 - 72</u>					
Mobilization		Lump Sum	\$ 900.00	\$ 900.00	\$ 223,036.00
Manholes	17	each	2,035.00	34,595.00	
8" Main	3,433	feet	31.25	107,281.00	
HCS (Standard Installation)	72	each	650.00	46,800.00	
HCS Extensions w/Cleanout & Valve Box (Excludes setting box in concrete or to designated grade)	72	each	430.00	30,960.00	
Testing		Lump Sum	2,500.00	2,500.00	

SEWER - UNIT 21 - Lots 1 - 103

\$ 300,414.00

Mobilization		Lump Sum	\$ 900.00	\$ 900.00	
Manholes	23	each	2,035.00	46,805.00	
8" Main	4,447	feet	31.25	138,969.00	
HCS (Standard Installation)	103	each	650.00	66,950.00	
HCS Extensions w/Cleanout & Valve Box (Excludes setting box in concrete or to designated grade)	103	each	430.00	44,290.00	
Testing		Lump Sum	2,500.00	2,500.00	

Sub Total Base Bid \$ 523,450.00

~~9.6% Tax 32,663.00~~

TOTAL BASE BID \$ 556,113.00

Please Initial:


O'LEARY

Please Initial:

ROBSON

EXCLUSIONS:

- 1) Bond (available upon request)
- 2) All Fees & Permits (See Clauses)
- 3) Surveying
- 4) Conflicts with existing utilities not shown on plans
- 5) As-Built drawings
- 6) Testing
- 7) Storm water pollution prevention installation maintenance & inspections (See Clauses)
- 8) Backwater Valves
- 9) Shoring or bracing existing utilities
- 10) Construction water costs
- 11) Handling hazardous material or waste
- 12) Handling unforeseen conditions or obstructions
- 13) Relocation of existing utility lines or conflicts with
- 14) Any items other than Sewer Work
- 15) Any items not specifically mentioned in inclusions

CLAUSES:

- 1) Base bid is submitted as a total package.
- 2) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 3) Any potential back-charges will be brought to the attention of O'Leary Construction, Inc., in writing 5 working days before execution of said work by other.
- 4) Any work not completed within 4 months from date of contract is subject to price increase.
- 5) O'Leary Construction, Inc., insurance policy will be the same as used for Unit #31 and #19.
- 6) All onsite materials useable in fills without screening or sizing.
- 7) All fees and permits that O'Leary Construction, Inc., obtains will be at cost + \$100 runner fee.
- 8) If at the time of construction, material costs increase due to the volatile market, such increases will be added to the contract value.
- 9) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 10) Soils report not available at time of bid
- 11) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.
- 12) Proposal based on approved plans, received April 28, 2006.

TERMS:

- 1) Invoiced on the 1st & 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 Propozee hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

FIVE HUNDRED FIFTY SIX THOUSAND ONE HUNDRED THIRTEEN DOLLARS (\$ 556,113.00)

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 withdrawn by us if not accepted within **10** 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: 904 N. Quail View Loop Green Valley, Az. 85614	AZ Contractor License #: ROC 190585
	Telephone #: 520-393-5810

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

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

Thomas Fetterly
SIGNATURE

Project Manager
TITLE

Thomas Fetterly
PRINT NAME

4/24/06
DATE SIGNED



November 8, 2006

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

RE: Notice to Proceed-Quail Creek Unit 5 Sewer

Dear Paul,

This letter is your Notice to Proceed on Quail Creek Unit 5 Sewer as a Quail Creek Community Facilities District project. Please contact me at 393-5810 so that we may discuss the project schedule and details.

Very truly yours,

Tom Fetterly
Project Manager



Robson Communities

Master-Planned Resort Living For Active Adults

January 2, 2007

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

Re: Quail Creek – Unit 5 CFD 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.

J:\Susan\Contracts\Quail Creek\Executed Contract Letters\Unit 5 CFD Sewer-Construction 70.doc

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of 12/01/06, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and O'Leary Const. Inc. ("Subcontractor"), for construction of that certain Unit 5 CFD Sewer (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 "I" 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 each house to a retail buyer, Owner issues a "Home Builder's 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 Home Builder's 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 "1"	Insurance Requirements
	Bid Proposal
	Certificate of Insurance
	Tax Exempt Certificate

[Insert list of other attached schedules, exhibits and addenda, if any]

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.

WAGY

(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 ~~and related equipment~~ 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: *Kenneth A. Marks*
Kenneth A. Marks

Its: VicePresident, Land Development

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

Phone: 520-895-0799

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

SUBCONTRACTOR

O'LEARY CONSTRUCTION INC.

By: *Paul McGill*
Paul McGill

Its: *VICE PRESIDENT*

Address: 3262 E. 44th Street, Tucson, AZ 85713-5243

Phone: 520-798-3220

Contact: Paul McGill

License # 088917 A

Exhibit "B" Subcontract Price For

Robson Ranch Arizona Construction Company #336

JDE Contract # 653 49

CONTRACTOR: Orlan Construction Inc.
3262 E. 44th Street
Tucson, AZ 85713
520-798-3220

VIN# 1427567
CFD

PROJECT: Quail Creek Unit 5 CFD Sewer
INVOICE #
INV DATE:
INV THRU:

LICENSE # 088917A
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
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EXHIBIT "C"

PROGRESS SCHEDULE

The Work shall begin no later than December 15, 2006 and shall be completed no later than March 1, 2007.

[Insert more detailed schedule below if required and available]

Exhibit "D"

CONTRACTOR PAY SCHEDULE FOR 2006 - MONTHLY

WORK COMPLETED THROUGH	INVOICES RECEIVED BY	CHECKS AVAILABLE BY
---------------------------------------	-------------------------------------	------------------------------------

GL DATE

1/31/06	2/6/06	2/20/06
2/28/06	3/6/06	3/20/06
3/31/06	4/6/06	4/24/06
4/30/06	5/5/06	5/22/06
5/31/06	6/6/06	6/19/06
6/30/06	7/7/06	7/24/06
7/31/06	8/4/06	8/21/06
8/31/06	9/7/06	9/25/06
9/30/06	10/5/06	10/23/06
10/31/06	11/7/06	11/20/06
11/30/06	12/6/06	12/18/06
12/31/06	1/5/07	1/22/07

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 _____
(Maker of the check)
in the sum of \$ _____ payable to _____
(Amount of 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"

Unit 5 Sewer

General:

1. Address all bids to: **Robson Ranch Arizona Construction Company
2175 E. Quail Crossing Blvd.
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 Completion.
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.
 1. 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 "Sewer" Specifications:

1. Bid all sewer as shown on plans.
2. All services will be marked by a #9 wire marker buried at the end of each service. The end of the wire shall be looped and flagged above grade.
3. All sewer services will be extended at least one (1) foot beyond the easement into the lots or as otherwise specified on plans.

Subcontractor's Initials: 

EXHIBIT "F"

Unit 5 Sewer

4. Include all repainting, etc.... as required by any governing agency.
5. All trenches will be compacted per requirements to avoid later settlement. Within the Street Right of Way, trenches must meet governing agencies and/or soils engineer's compaction requirements.
6. Subcontractors shall notify the Contractor when sewer and water laterals have been installed such that the surveyor may take "As-Built" field measurements.

Miscellaneous:

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

Construction to begin approximately: 12/15/06

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 11/3/2006
STREET 2175 Quail Crossing Blvd.		JOB NAME Quail Creek - Unit #5	
CITY, STATE AND ZIP CODE Green Valley, AZ 85614		JOB LOCATION Quail Range Loop & Quail Crossing Blvd	
Tom Fetterly			

INCLUDES:

Site Sewer \$ 104,401.00

TOTAL BASE BID: \$ 104,401.00

Please Initial: 
O'LEARY CONSTRUCTION, INC.

Please Initial: _____
ROBSON

RECEIVED NOV 16 2006

**SCHEDULE OF VALUES & ROUGH QUANTITIES
 ROBSON RANCH QUAIL CREEK, LLC
 QUAIL CREEK - UNIT #5 (SEWER)**

ITEM	QUANTITY	UNIT	UNIT COST	EXTENSION	TOTAL COST
SITE SEWER					
Mobilization		Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 104,401.00
Manholes (includes cheme plugs and 1/4" steel plates, excludes ring and cover)	8	each	\$ 2,050.00	\$ 16,400.00	
Cleanouts (with smart plug; below grade) (excludes steel ring and cover)	34	each	\$ 430.00	\$ 14,620.00	
8" Main	1467	feet	\$ 32.70	\$ 47,971.00	
HCS	34	each	\$ 615.00	\$ 20,910.00	
Testing		Lump Sum	\$ 2,500.00	\$ 2,500.00	

TOTAL BASE BID \$ 104,401.00

Please Initial:  _____

Please Initial: _____

EXCLUSIONS

- | | |
|--|---|
| 1) Bond (available upon request) | 14) More than one mob per each phase of work (1 mobs) |
| 2) Permits & Fees (see clauses) | 15) Handling hazardous material or waste |
| 3) Surveying & Testing | 16) Handling items to be salvaged |
| 4) Any concrete work and grading for or backfilling thereof other than mentioned | 17) Storm water pollution prevention installation maintenance & inspections (see clauses) |
| 5) Fine or landscape grading & hydroseeding/revegetation | 18) Backwater valves. |
| 6) Relocation of existing utility lines or conflicts with. | 19) Structural ex or backfill of other subs work |
| 7) Import, export or handling thereof. | 20) Handling unforeseen conditions or obstructions |
| 8) Shoring or bracing existing utilities | 21) Bank protection for utilities |
| 9) Asbuilts | 22) Removing/Handling rubble (concrete, asphalt, etc) |
| 10) Sterilizer & Primecoat | 23) Handling other subs spoil, debris or patching |
| 11) Demo | 24) Any items not specifically mentioned in inclusions |
| 12) Striping, bumpers & signs | 25) Tax |
| 13) Any re-grading after initial work | |

CLAUSES:

- 1) Any work that cannot be excavated by a PC400 Trackhoe within a reasonable amount of time and/or effort, thus requiring additional equipment and/or extends the time needed for support equipment will become a change order. This will be an additional expense.
- 2) Base bid is submitted as a total package.
- 3) This proposal/contract must become a part of any other contract & will be noted so at time of signing.
- 4) Any potential back-charges will be brought to the attention of O'Leary Construction, Inc. in writing 5 working days before execution of said work by others.
- 5) Any work not completed within 9 months from date of contract is subject to labor & equipment price increase.
- 6) All permits and fees that O'Leary Construction, Inc. obtains will be at cost + 10% + \$100 runner fee.
- 7) Construction water must be available at property line.
- 8) If at the time of construction, material & fuel costs increase due to the volatile market, such increases will be added to the contract value.
- 9) All onsite materials useable in fills without screening or sizing.
- 10) Engineering delays/revision will likely add additional costs due to reduced efficiency.
- 11) Owner/Developer is responsible for SWPP permits, installation, inspection and maintenance.

TERMS:

- 1) Invoiced on the 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 Proposee hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:
ONE HUNDRED FOUR THOUSAND FOUR HUNDRED ONE DOLLARS AND NO/100 (\$ 104,401.00)

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 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 \$ _____

ACORD. CERTIFICATE OF LIABILITY INSURANCE OP ID HS
OLEAR-2 DATE (MM/DD/YYYY)
11/22/06

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.

INSURED

O'Leary Construction, Inc.
3262 E 44th St
Tucson AZ 85713

INSURERS AFFORDING COVERAGE	NAIC #
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.

INSR	ADDL	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	X	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 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CPP021506303	09/01/06	09/01/07	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below 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
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Repl Cost Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 -See attached addendum-
 RE: QC #5, Job #1607, Lots 1-34, Quail Range Loop & Quail Crossing Blvd
 Except 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER	CANCELLATION
ROBSON-2 Robson Ranch Arizona Construction Co 2175 E Quail Crossing Blvd. Green Valley, AZ 85614	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. McCoy</i>

NOTEPAD:

HOLDER CODE: ROSSO-2
INSURED'S NAME: O'Leary Construction, Inc.

CLEAR-2
OPID: HS

PAGE: 3
DATE: 11/22/08

Certificate Holder and the Town of Sahuarita, PO Box 879, 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: QC #5, Job #1607, Lots 1-34, Quail Range Loop & Quail Crossing Blvd.



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: 904 N Quail View Loop	
Green Valley, AZ 85614	AZ Contractor License #: 190585 A
	Telephone #: 520-393-5816

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

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

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, Quail Creek

 TITLE

Thomas Fetterly

 PRINT NAME
 12/01/06

 DATE SIGNED

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HS
OLEAR-2

DATE (MM/DD/YYYY)
05/05/06

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: Colorado Casualty Ins Co	
	INSURER B:	
	INSURER C:	
	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.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A		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	CPP021506302	09/01/05	09/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						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 EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Job #1602, Quail Creek Unit #20 and #21, Quail Range Loop & Quail Crossing Blvd.
 Evidence of Coverage
 Except 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER 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. Meany</i>
--	---

RECEIVED MAY 09 2006

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2006

PRODUCER (602)230-9840 FAX (602)230-2106
Bernard, Dietrich & Associates, Inc.
3300 North Central Avenue
Suite 2220
Tucson, AZ 85012

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 Street
Tucson, AZ 85713

INSURER A: American Safety Indemnity Ins.
INSURER B:
INSURER C:
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.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	ESL010567-05-01	09/01/2005	09/01/2006	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Job #1602 Quail Creek Unit #20 and #21 - Quail Range Loop & Quail Crossing Blvd.
Evidence of Insurance.

CERTIFICATE HOLDER

Robson Ranch Az Construction Company
Tom Fetterly
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rosanne Land

Rosanne S. Land



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH AZ 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: 05/08/2006
Certificate Number: 6
Policy Number: 138085
Origin Date: 09/23/1982
Expiration Date: 10/01/2006
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

Utility, Concrete & Paving at Quail Range Loop & Quail Crossing Blvd
Job #1602 Quail Creek Unit #20 & 21

Job Number: Job #1602**Location:**

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 AZ 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)
11/22/06

PRODUCER 'tt & Touche' Inc - Tucson 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.	
INSURED O'Leary Construction, Inc. 3262 E 44th St Tucson AZ 85713		INSURERS AFFORDING COVERAGE	NAIC #
		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.

INSR	ADDL	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 CPP021506303	09/01/06 09/01/06	09/01/07 09/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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
C		Leased/Rented Eqpt	6635645	09/01/06	09/01/07	Repl Cost Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

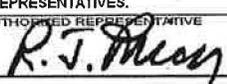
-See attached addendum-

RE: QC #5, Job #1607, Lots 1-34, Quail Range Loop & Quail Crossing Blvd

Except 10 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

CANCELLATION

ROBSON-2 Robson Ranch Arizona Construction Co 2175 E Quail Crossing Blvd. Green Valley, AZ 85614	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> 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 
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NOTEPAD:

HOLDER CODE ROBSO-2
INSURED'S NAME O'Leary Construction, Inc.

OLEAR-2

PAGE 3

OP ID HS

DATE 11/22/06

Certificate Holder and the Town of Sahuarita, PO Box 879, Sahuarita, AZ
029 are named Additional Insured to General Liability coverage if
insured by written contract, subject to all policy terms, conditions,
definitions & exclusions. RE: QC #5, Job #1607, Lots 1-34, Quail Range
Loop & Quail Crossing Blvd.



CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
STATE FARM FIRE AND CASUALTY COMPANY, Aurora, Ontario
STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder: AMERSON SURVEYING INC
Address of policyholder: 4552 E CAMP LOWELL DR TUCSON, AZ 85712
Location of operations: ANY AND ALL
Description of operations: SURVEYING

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Table with 4 main columns: POLICY NUMBER, TYPE OF INSURANCE, POLICY PERIOD (Effective Date, Expiration Date), and LIMITS OF LIABILITY (at beginning of policy period). Includes sections for Business Liability, Excess Liability, and Workers' Compensation and Employers Liability.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder

ROBSON RANCH ARIZONA CONTRUCTION CO
9532 E RIGGS RD
SUN LAKES, AZ 85248

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Patricia Anne Collins AS
OFFICE MANAGER
Title: DON FRY
Agent Name: DON FRY
Telephone Number: 520-795-0231

Agent's Code Stamp
Agent Code 1527
AFO Code F909



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH AZ CONSTRUCTION CO
9532 E RIGGS RD
SUN LAKES AZ 85248

Name of Insured:

AMERSON SURVEYING INC
CAMP LOWELL CORP CENTER
4552 E Camp Lowell Dr
Tucson AZ 85712

Date Issued: 12/15/2006
Certificate Number: 47
Policy Number: 222731
Origin Date: 01/23/1991
Expiration Date: 01/01/2008
Liability Limits: 1000/1000/1000

(000 Omitted)
RECEIVED
DEC 15 2006

Proof of Coverage

Land Surveying Services @ Various AZ Locations

Job Number:

Location:

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 AZ Construction Co
9532 E Riggs Rd
Sun Lakes AZ 85248

Authorized Representative

ACORD**CERTIFICATE OF INSURANCE**DATE (MM/DD/YY)
9/13/06**PRODUCER**

PROFESSIONAL INSURANCE BROKERS, INC.
 PMB 857
 515 E. CAREFREE HIGHWAY
 PHOENIX, ARIZONA 85085-8839
 V. 623/465-5300 F. 623/465-5933
 800.666.2008 email: insurance@pibinc.com

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

COMPANIES AFFORDING COVERAGE

COMPANY

A

BEAZLEY INSURANCE COMPANY, INC.

COMPANY

B

COMPANY

C

COMPANY

D**INSURED**

AMERSON SURVEYING, INC.
 CAMP LOWELL CORPORATE CENTER
 4552 E. CAMP LOWELL DR.
 TUCSON, ARIZONA 85712

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP. (Any one person) COMBINED SINGLE LIMIT
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE <input type="checkbox"/> INCL. OFFICERS ARE: <input type="checkbox"/> EXCL.				STATUARY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE
A	OTHER PROFESSIONAL LIABILITY (retro-active date 9/1/1990)	V101PL06PNPM	09/10/06	09/10/07	EACH CLAIM/AGGREGATE 1,000,000/1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

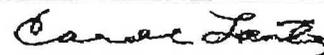
This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage or any provision of the policy described.

CERTIFICATE HOLDER

ROBSON RANCH AZ CONSTRUCTION CO.
 9532 E. RIGGS ROAD
 SUN LAKES, ARIZONA 85718

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

AUTHORIZED REPRESENTATIVE



ACCORD 25-S (3/93)

ACCORD CORPORATION 1993

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/02/06

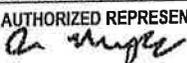
PRODUCER Dealey, Renton & Associates P.O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED Geo/Resource Consultants, Inc. 211 - 10th Street, Suite 298 Oakland, CA 94607	INSURER A: Hartford Casualty Insurance Co.
	INSURER B: St. Paul Fire & Marine Ins. Co.
	INSURER C: XL Specialty Insurance Co.
	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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	57SBAFN0001	08/16/05	08/16/06	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input 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	57SBAFN0001	08/16/05	08/16/06	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	57SBAFN0001	08/16/05	08/16/06	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA2449391	08/16/05	08/16/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPR9600060	06/08/06	06/08/07	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General Liability policy excludes claims arising out of the performance of professional services.
 Certificate holder is an additional insured with respect to General Liability coverage.

CERTIFICATE HOLDER Robson Communities Attn: Kenneth A. Marks 2175 East Quail Crossing Blvd. Green Valley, AZ 85614	ADDITIONAL INSURED; INSURER LETTER: _____
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 	

RECEIVED 05/12/06