

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

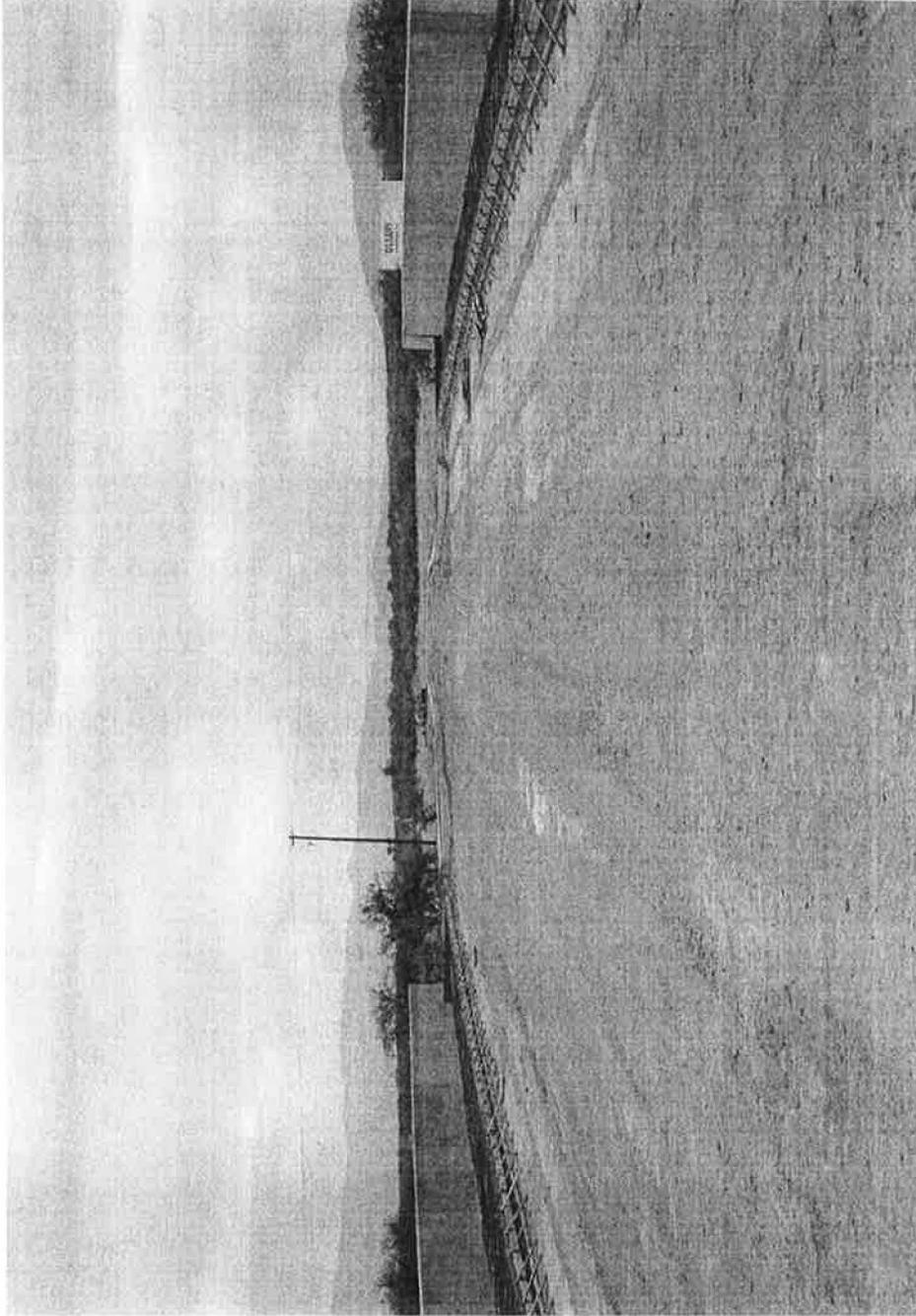
CFD ID # 12

DESCRIPTION

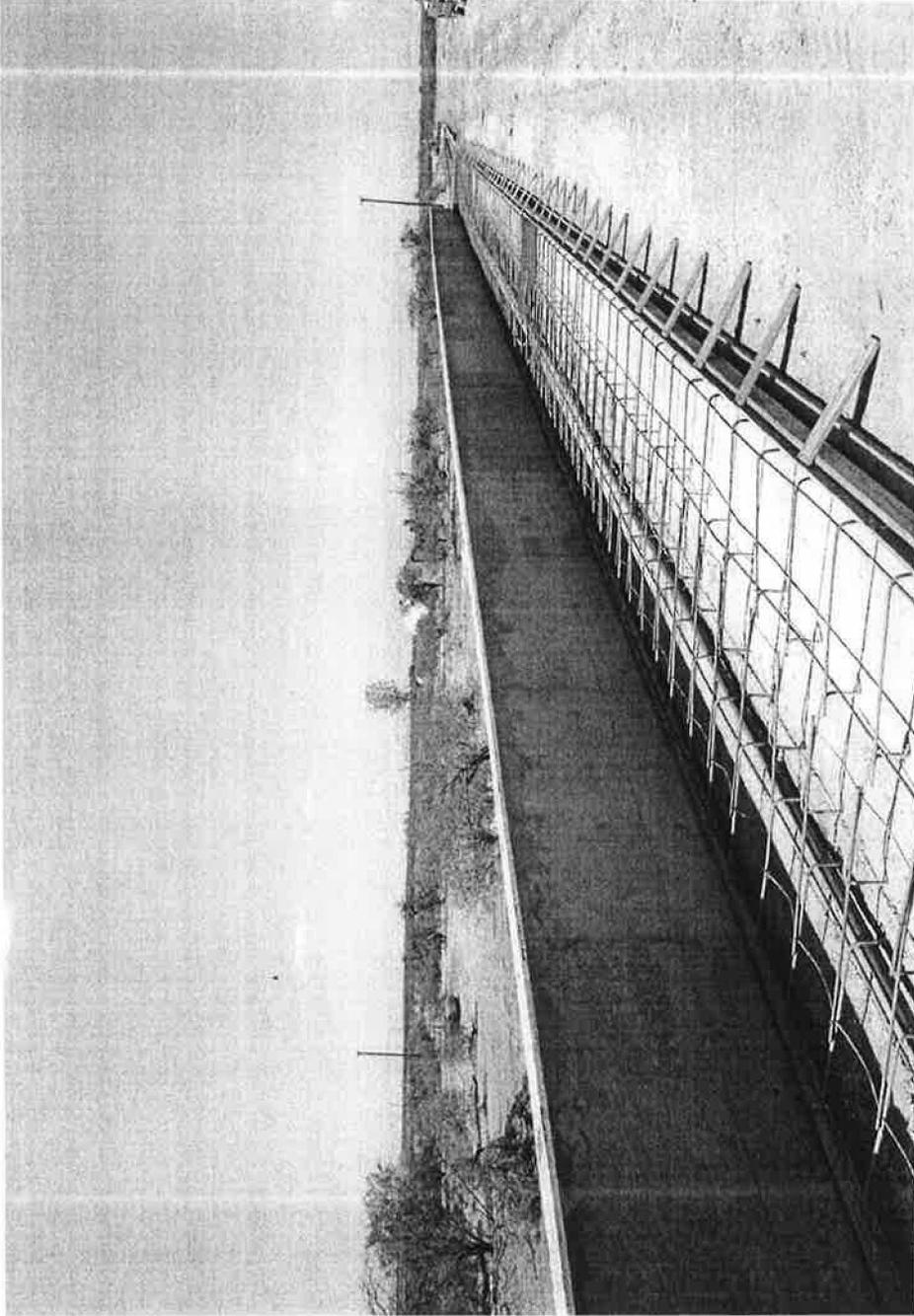
Bridges at Wash Crossings

\$991,540.38

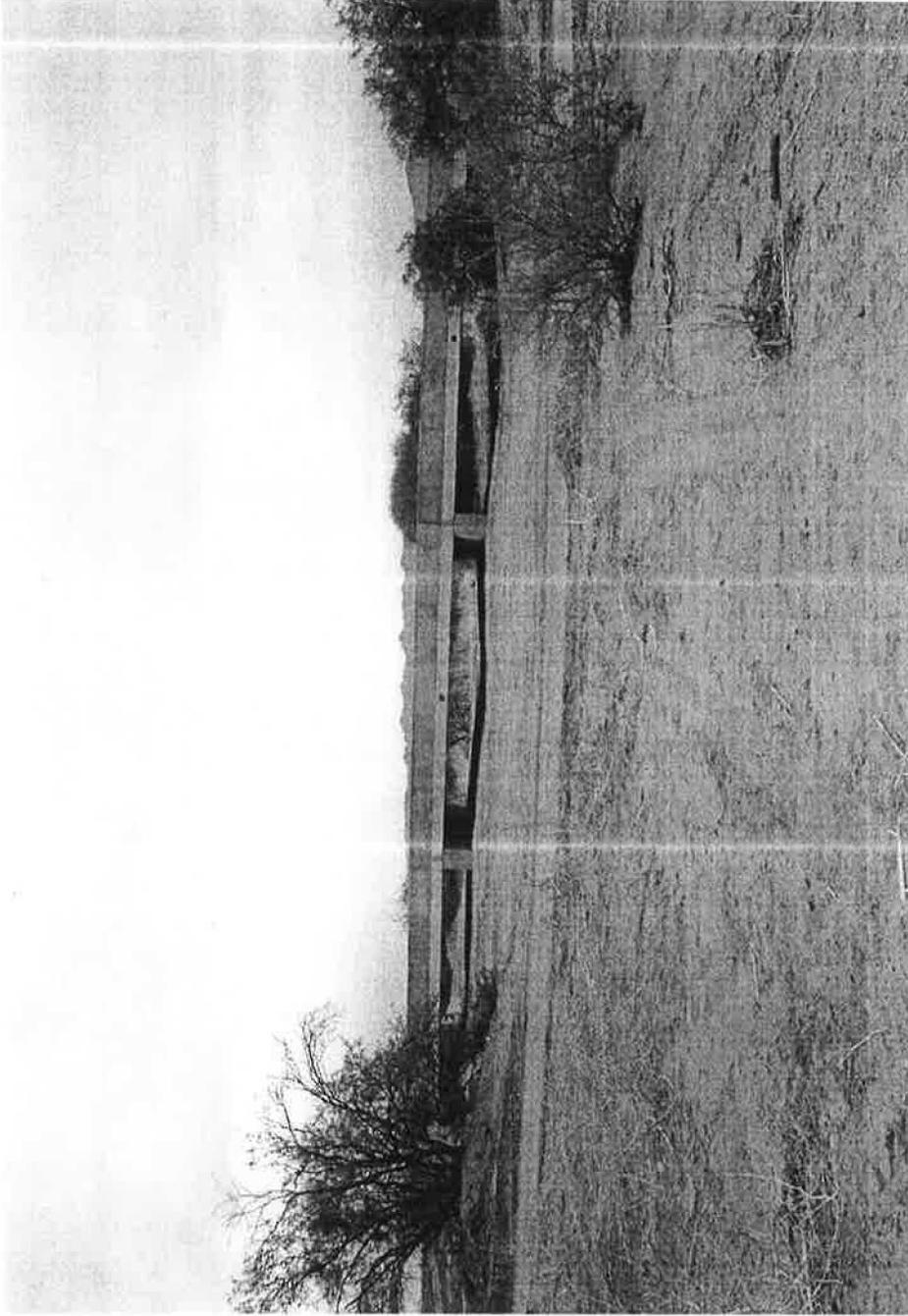
Bridges at Wash Crossings



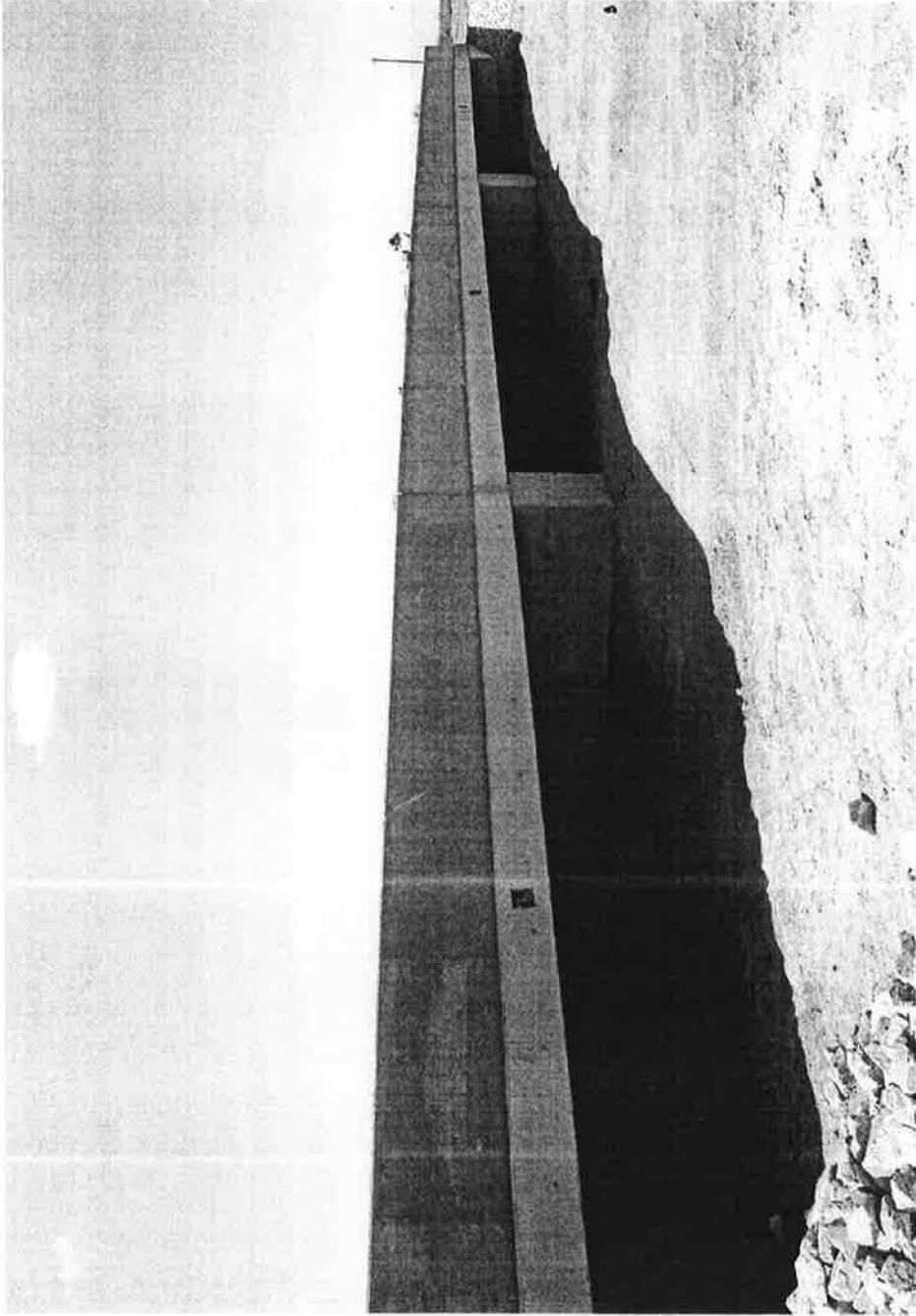
Bridge 2 @ Campbell



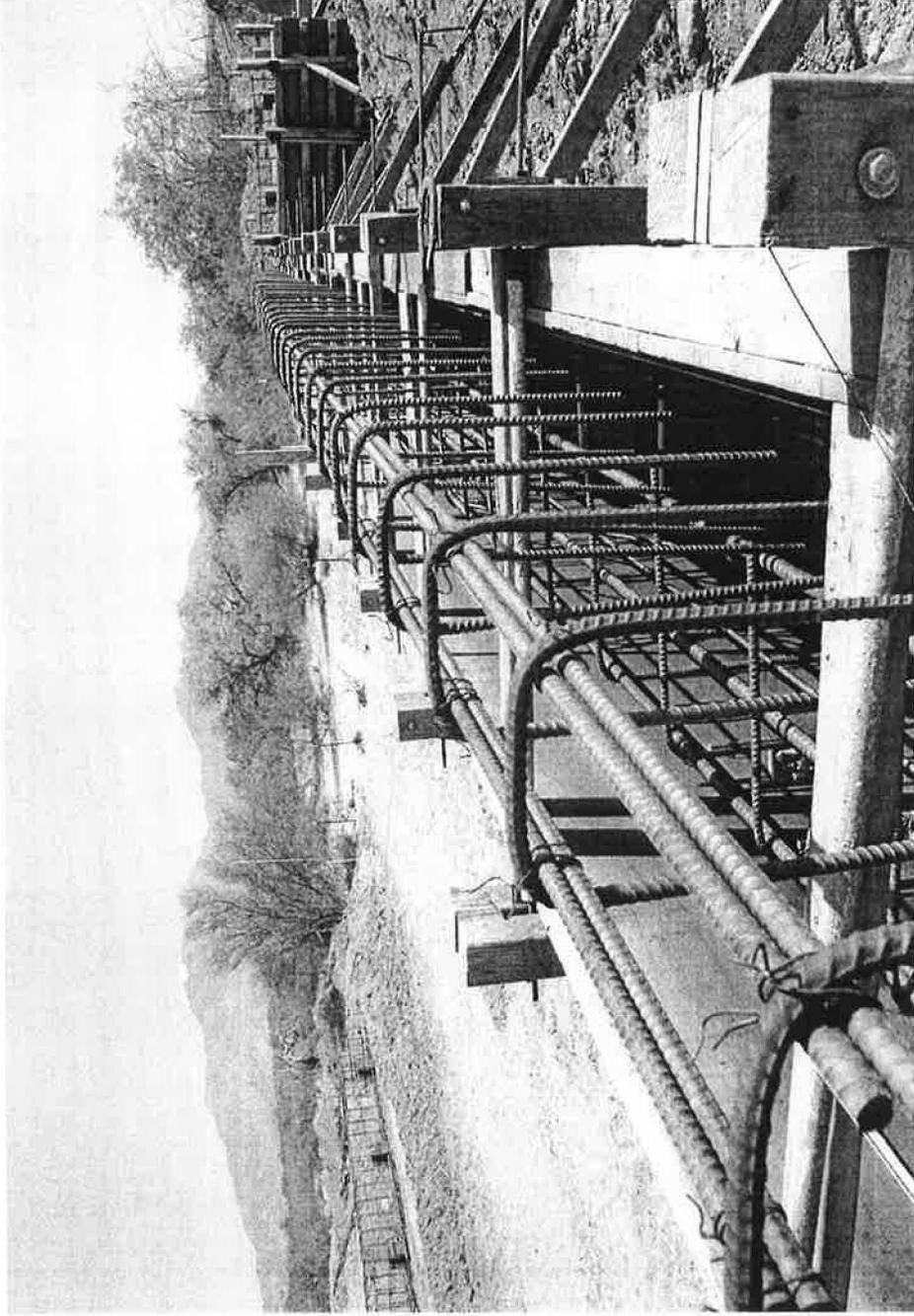
Bridge 2 on Campbell



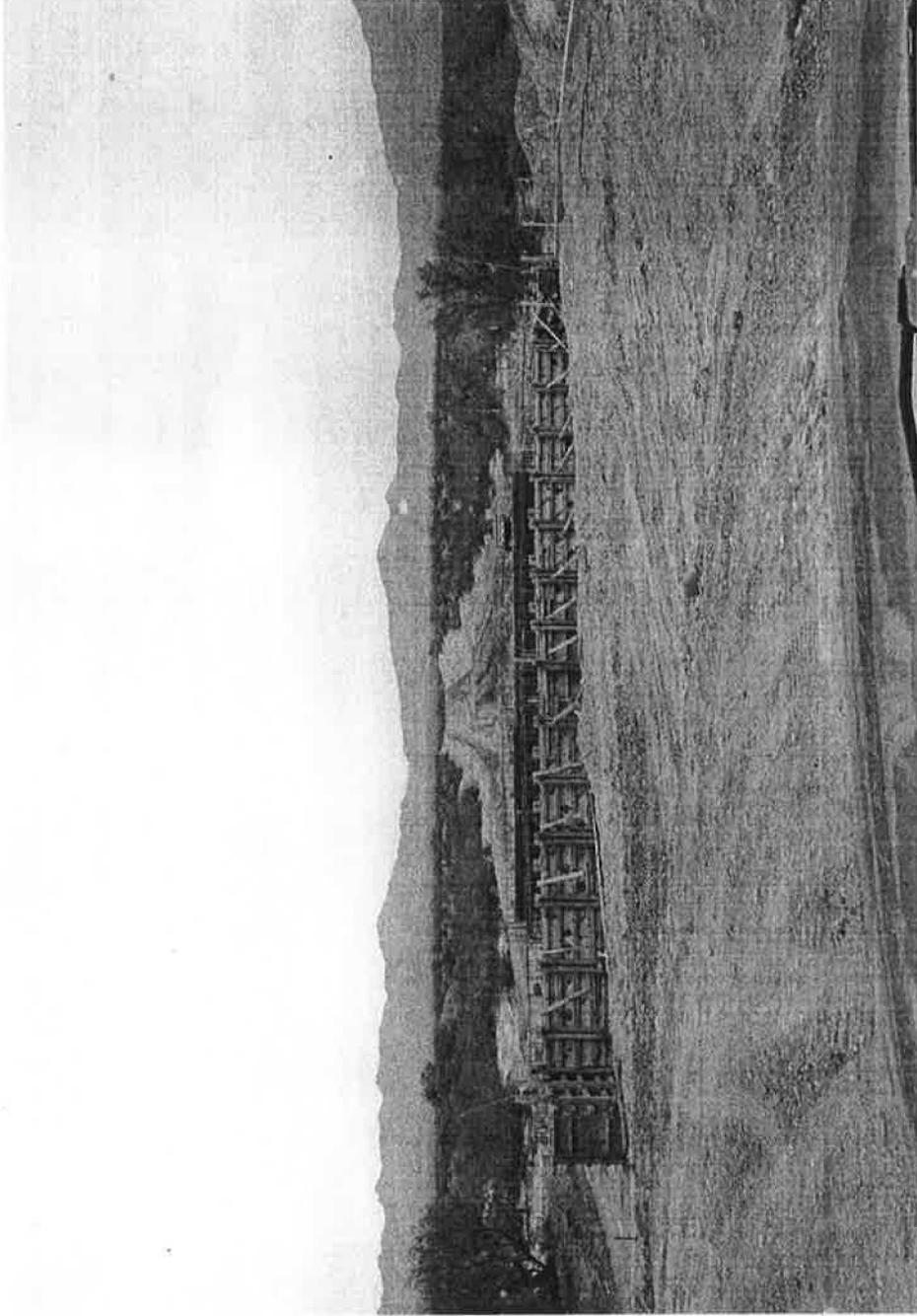
Bridge 2 @ Campbell



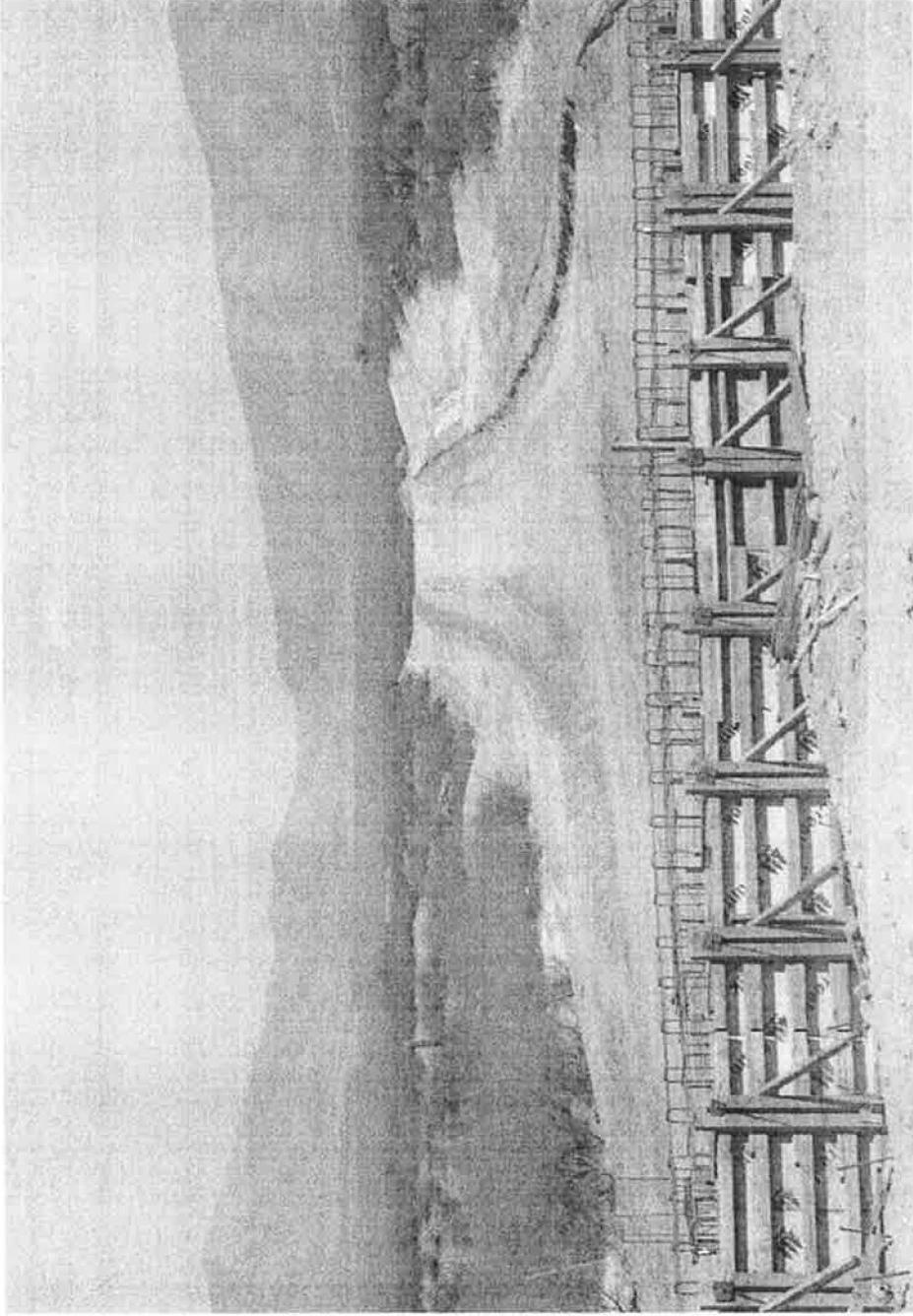
Bridge 2 on Campbell



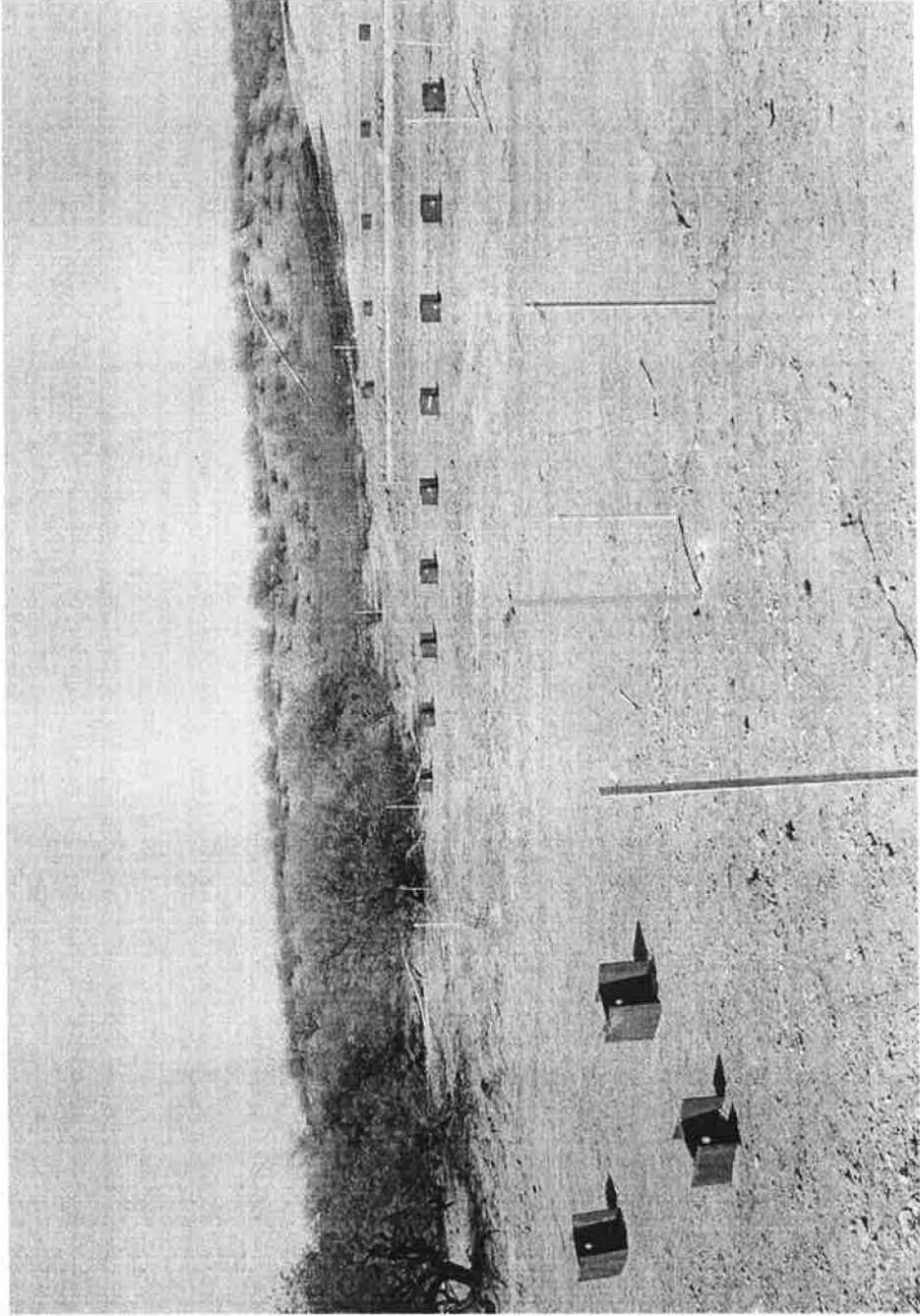
Quail Creek Pkwy @ Bridge 1



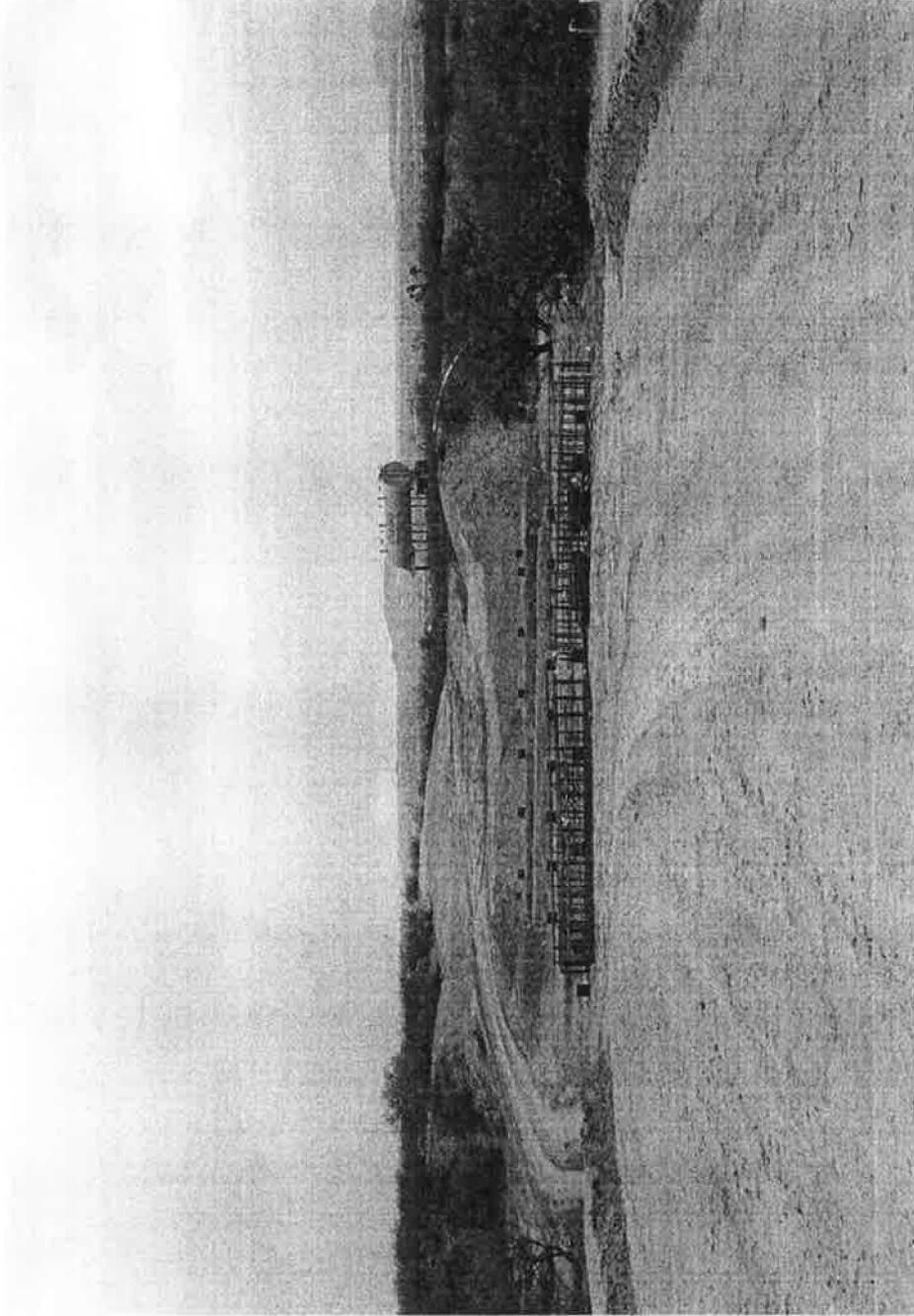
Bridge 1 on Quail Creek Pkwy



Quail Creek Pkwy @ Bridge 1



Quail Creek Pkwy @ Bridge 2



Bridge 2 on Quail Creek Pkwy



Quail Creek Pkwy @ Bridge 2

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
B&R Engineering Total			\$9,001.00
Amerson Surveying Total			\$8,410.00
GeoResource Total			\$45,175.00
Royden Const. Total			\$18,507.40
Royden Const. (65322) Total			\$662,360.00
Royden Const. (65357) Total			\$107,680.00
Royden Const. (65365) Total			\$118,760.00
Town of Sahuarita Total			\$2,780.50
Sales Tax Total			\$17,459.58
Overhead Total			\$1,406.90
			=====
			\$991,540.38

Bridges at Wash Crossings

Quail Creek Community Facilities District

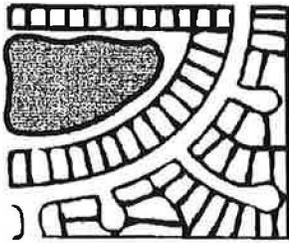
Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
B&R Engineering		5/4/07	\$9,001.00
B&R Engineering Total			\$9,001.00

Bridges at Wash Crossings



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) 895-5567

INVOICE

Invoice Date: May 4, 2007

TO:

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

FOR:

Quail Creek CFD
Bridges

DESCRIPTION	HOURS	RATE	AMOUNT
Engineering costs – CAD Designer	20.0	\$48.00/hr.	\$ 960.00
Engineering costs – Project Engineer/Designer	93.5	\$86.00/hr.	\$8,041.00
TOTAL			\$9,001.00

Approved: 

328013

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
Amerson Surveying	7080	5/31/06	\$450.00
Amerson Surveying	7575	12/29/06	\$400.00
Amerson Surveying	7617	1/31/07	\$2,250.00
Amerson Surveying	7692	2/28/07	\$660.00
Amerson Surveying	7753	2/28/07	\$1,800.00
Amerson Surveying	7787	2/28/07	\$1,350.00
Amerson Surveying	7829	3/30/07	\$1,500.00
Amerson Surveying Total			\$8,410.00

Bridges at Wash Crossings

AMERSON SURVEYING, INC.

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

CFD

DATE: May 31, 2006
INVOICE NO. 7080

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

INVOICE

RE: **Quail Creek - Campbell Road Alignment
AS #06018**

05/23/06	Staked bridge point locations as per Lance.	\$300.00
	As-built edge of pavement at Quail Crossing Boulevard and Campbell Road extension. E-mailed as-builts to Lance.	<u>150.00</u>
	TOTAL DUE	\$450.00

Thank you!

MKA:ga

CAMPBELL ROAD -
3005.77 30.1195
25328013

RECEIVED JUN 05 2006



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

Invoice

Date	Invoice #
12/29/2006	7575

Bill To

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

PROJECT
06077 Bridge #2 Quail Creek Pkway

CFD

Date of Service	Description	Amount
12/13/2900	Calculations: Bridge #2 <i>CFD BRIDGES</i> <i>328013.1730.1195</i> <i>CALCS CAMPBELL BRG-2</i>	400.00
<p>RECEIVED JAN 02 2007 <i>[Signature]</i></p>		
Total		\$400.00



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

Invoice

Date	Invoice #
1/31/2007	7617

CFD

Bill To

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

PROJECT
06018 Bridge #2 Campbell Rd. Align

Date of Service	Description	Amount
1/5/2007	Staked pile locations at abutment and pier on Bridge #2.	1,200.00
1/10/2007	Staked pile locations and benchmark on Bridge #2.	750.00
1/15/2007	Shot elevations on piles at Bridge #2.	300.00
<p><i>CFD BRIDGES</i></p> <p><i>328013.1730.1195</i></p> <p><i>CAMPBELL BRIDGE 2 PILES</i></p>		
<p><i>JEF</i></p>		
<p>RECEIVED FEB 07 2007</p>		<p>Total \$2,250.00</p>



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

Invoice

Date	Invoice #
2/28/2007	7692

CFD

Bill To

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

PROJECT
Contract #06077 Quail Creek Parkway

Date of Service	Description	Amount
2/1/2007	Slope Stakes: Roadway points.	1,350.00
2/1/2007	Calculations: Pipes, walls, scuppers, road widening, check and plot.	1,850.00
2/2/2007	Slope Stakes set along roadway.	300.00
2/5/2007	Slope Stakes set along roadway.	1,275.00
2/6/2007	Slope Stakes set along roadway.	1,275.00
2/13/2007	Calculations: Bridge points with Point sheet plot.	¥ 660.00
2/20/2007	Slope Stakes +/- 1000 l.f. roadway.	1,200.00
2/26/2007	Slope Stakes parkway +/- 500 l.f.	600.00
2/27/2007	Slope Stakes 1200 l.f. of roadway.	1,200.00
<p><i>328015. 1730. 1195 9050⁰⁰ QC PKWY</i></p> <p><i>328013. 1730. 1195 660⁰⁰ CFD BRIDGES</i></p> <p><i>STAKING-CUTS, DRAINS, BRIDGES</i></p>		
<p>RECEIVED MAR 14 2007 <i>JF</i></p>		
Total		\$9,710.00

A

Invoice



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

Date	Invoice #
2/28/2007	7753

CFD

Bill To

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

PROJECT
06018 Bridge #2 Campbell Rd. Align

Date of Service	Description	Amount
2/12/2007	Set points for Bridge #2 abutment and piles.	1,350.00
2/13/2007	Set benchmark at Bridge #2.	150.00
2/26/2007	Checked abutment nail layout at Bridge #2 for position due to construction disturbance.	300.00
<i>CFD BRIDGES</i>		
<i>328013.1730.1195</i>		
<i>FILES & BENCHMARK CB2</i>		
RECEIVED MAR 14 2007 <i>JF</i>		

Total \$1,800.00

A



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

Invoice

Date	Invoice #
2/28/2007	7787

CFD

Bill To

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

PROJECT
06077 Bridge #1 Quail Creek Parkway

Date of Service	Description	Amount
2/21/2007	Rough Grading corners for Bridge #1.	1,200.00
2/26/2007	Rough Grading points for Bridge #1.	150.00
<i>CFB BRIDGES</i>		
<i>328013.1730.1195</i>		
<i>QCP BL#2 GRADES</i>		
RECEIVED MAR 14 2007 <i>JCF</i>		
Total		\$1,350.00



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

Invoice

Date	Invoice #
3/30/2007	7829

Bill To

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

PROJECT
06077 Bridge #2 Quail Creek Parkway

CFD

Date of Service	Description	Amount
3/7/2007	Staked pile points with offsets and benchmark at Bridge #2.	1,200.00
3/16/2007	Set elevation to finish pavement on top of Bridge #2.	300.00
	<i>PILE LOCATIONS @ QCPKWAY B#2 328013.1730.1195</i>	
RECEIVED APR 03 2007 		
Total		\$1,500.00

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
GeoResource	4933-001/0419	4/19/06	\$12,940.75
GeoResource	4933-001/0522	5/23/06	\$13,290.50
GeoResource	4933-001/0921	9/20/06	\$8,743.75
GeoResource	4958-001/0919	9/19/06	\$7,650.00
GeoResource	4958-001/1018	10/18/06	\$2,550.00
GeoResource Total			\$45,175.00

Bridges at Wash Crossings

Corporate Headquarters
211 10th Street, Suite 298
Oakland, California 94607
(510) 832-3177 FAX (510) 832-8013
Website: www.georesources.com

Invoice

CFD

RRQ

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

980025
980027
980028
980029

[Handwritten signature]

Page: 1
Invoice Number: 4933-001/0419
Invoice Date: Apr 19, 2006

IRC Project Number: 4933-001

Due upon Receipt

	Hours/Units	Rate	Total
QUAIL CREEK PHASE II UNITS 25, 27, 28 & 29 16 Concrete arch structures			
GEOTECHNICAL INVESTIGATION			
CONTRACT AMOUNT: \$34,975.00			
BILLING FOR 37% OF JOB COMPLETION			\$ 12,940.75



328013

Total Invoice Amount \$ 12,940.75

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

CFD
WASH CROSSINGS

Page: 1
Invoice Number: 4933-001/0522
Invoice Date: May 23, 2006

RRQ

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

GRC Project Number: 4933-001/0522 *325 010.1730.1110*
25-29 CON ARCH REPORT Due upon Receipt

	Hours/Units	Rate	Total
QUAIL CREEK PHASE II UNITS 25, 27, 28 & 29 <i>16 CON ARCHES @ MASTER DRAINAGE</i>			
GEO TECHNICAL INVESTIGATION			
CONTRACT AMOUNT: \$34,975.00 ✓			
PREVIOUS BILLING AMOUNT: \$12,940.75			
(See Invoice # 4933-001/0419 dated April 19, 2006)			
BILLING FOR 75% OF JOB COMPLETION			\$ 13,290.50

328013

Total Invoice Amount \$ 13,290.50

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

RECEIVED MAY 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

Invoice

CFD

WASA CROSSINGS

Page: 1

Invoice Number:

4933-001/0921

Invoice Date:

Sep 20, 2006

RRQ

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

GRC Project Number: 4933-001

328013.1730.1110

Due upon Receipt

QUAIL CREEK PHASE II UNITS 25, 27, 28 & 29

Hours/Units	Rate	Total
-------------	------	-------

GEOTECHNICAL INVESTIGATION

CONTRACT AMOUNT: \$34,975.00

PREVIOUSLY BILLED AMOUNT: \$26,231.25

(See Invoices #4933-001/0419 dated 4/19/06 & 4933-001/0522 dated 5/23/06)

BILLING AT 100% COMPLETE

\$ 8,743.75



Total Invoice Amount \$ 8,743.75

328013

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

RECEIVED SEP 29 2006

CFD

*QC Pray
with Class 103*



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:

4958-001/0919

Invoice Date:

Sep 19, 2006

RRQ

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

GRC Project Number: 4958-001 & 4958-002

Due upon Receipt

ONE BRIDGE, TWO ARCHES & NEW FLEXIBLE PAVEMENT
SOUTH BOUNDARY ROAD AT QUAIL CREEK II

Hours/Units	Rate	Total
-------------	------	-------

TOTAL CONTRACT AMOUNT: \$10,200.00

GEOTECHNICAL INVESTIGATION - 4958-001
PAVEMENT DESIGN - 4958-002

BILLING AT 75% COMPLETE

\$ 7,650.00

Total Invoice Amount \$ 7,650.00

1110

328013-1730.495

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

[Signature]
RECEIVED SEP 19 2006

12/06

To Susan 10/31/06



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

CFD
CPC/Kay

Invoice

Page: 1
Invoice Number:
4958-001/1018
Invoice Date:
Oct 18, 2006

RRQ

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

GRC Project Number: 4958-001 & 4958-002

Due upon Receipt

	Hours/Units	Rate	Total
ONE BRIDGE, TWO ARCHES & NEW FLEXIBLE PAVEMENT SOUTH BOUNDARY ROAD AT QUAIL CREEK II			
TOTAL CONTRACT AMOUNT: \$10,200.00			
GEOTECHNICAL INVESTIGATION - 4958-001			
PAVEMENT DESIGN - 4958-002			
PREVIOUSLY BILLED AMOUNT \$7,650.00 (See Invoice #4958-001/0919 dated 9/19/06).			
BILLING AT 100% JOB COMPLETE			\$ 2,550.00

Review for
Susan
OK for
FINAL REPORTS
REVISIONS

Total Invoice Amount \$ 2,550.00

328013, 1730, 1195

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

RECEIVED OCT 25 2006

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
Royden Const.	Permits	12/28/06	\$7,331.90
Royden Const.	Permits	3/28/07	\$11,175.50
Royden Const. Total			\$18,507.40
Royden Const. (65322)	C2.1	12/26/06	\$22,500.00
Royden Const. (65322)	C2.2	1/25/07	\$102,600.00
Royden Const. (65322)	C2.3	2/26/07	\$314,921.20
Royden Const. (65322)	C2.4	3/29/07	\$222,338.80
Royden Const. (65322) Total			\$662,360.00
Royden Const. (65357)	1732	3/29/07	\$107,680.00
Royden Const. (65357) Total			\$107,680.00
Royden Const. (65365)	1733	3/29/07	\$118,760.00
Royden Const. (65365) Total			\$118,760.00

Bridges at Wash Crossings

APPLICATION FOR TYPE 2 GRADING PERMIT

TOWN OF SAHUARITA DEVELOPMENT CODE AND RESOLUTION 90-05

Date of Application: 12/19/06 Permit No. Issued: 06-09372

Applicant: Robson Ranch Arizona Construction Co. Tel. 520-393-5816

Address: 904 N. Quail View Loop, Green Valley, Az. 85614

Project Address: Same

* Description of Work: Campbell Avenue Bridges 1 and 2

Kenny : ^{Cell:} 602-695-2648

* Applicant shall provide a Grading Statement as specified in the Town of Sahuarita Development Code. Provide 4 copies of the plans to be reviewed for permit including a copy of an approved PCDEO dust control permit.

Area of Grading Envelope: .42 acres sq. ft. or acres. Area of Lot _____
 Type 2 Grading Permit is required under any of the following conditions:

1. Residential development on a single lot with a development envelope exceeding the following:

<u>Lot Area</u>	<u>Development Envelope</u>
to 5.0 acre (21,780 to 217,800 sf)	12,000 sf plus 9.5% of lot area
5.0 acres and more	15% lot area
2. Residential development which requires a subdivision plat or development plan.
3. Nonresidential development on one or more acres, or which requires a subdivision plat or development plan.
4. The clearing, brushing, or grubbing of an area exceeding the standards of Item 1.
5. Temporary off-site stockpiling of more than ten thousand cubic yards of fill.
6. New pavement of more than five thousand square feet.

The applicant agrees to provide a fully executed Private Improvement Agreement, complete with test results, to certify that the work complies with adopted Town Standards.

Work performed under this permit shall comply with all applicable provisions of Title 18, Town of Sahuarita Zoning Code.

FEE SCHEDULE

Base Fee	\$ <u>100.00</u>
Plans Check Fee Per Latest Fee Resolution	\$ _____
Greater of \$300 or 1% of Construction Cost of..... <u>\$1,360,700</u> ✓	\$ <u>13,607</u>
TOTAL	\$ <u>13,707.00</u>

Rec'd 12/19/06

NOTE: This permit shall become null and void if work is not completed by: 12/20/06

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

AIR QUALITY ACTIVITY PERMIT

PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

150 WEST CONGRESS STREET

TUCSON, ARIZONA 85701-1333

PHONE: (520) 740-3340 FAX: (520) 882-7709

www.deq.pima.gov



NUMBER: 0386

EFFECTIVE: 12/19/2006

EXPIRES: 12/18/2007

ISSUED TO: ROYDEN CONSTRUCTION COMPANY

ADDRESS: 3423 S. 51ST AVENUE

PHONIX AZ 85043-

PROJECT ADDRESS: QUAIL CREEK - CAMPBELL AVENUE BRIDGE #2

SUBDIVISION OR PROJECT NAME: QUAIL CREEK

THIS PERMIT WAS ISSUED FOR THE FOLLOWING ACTIVITIES:

LANDSTRIPPING/EARTHMOVING:	NONE
TRENCHING:	NONE
ROAD CONSTRUCTION:	50-1000 Feet
BLASTING:	0 Days

THIS PERMIT IS SUBJECT TO THE GENERAL AND SPECIFIC CONDITIONS FOUND IN ATTACHMENTS "A" AND "B".

Authorized by: Melissa Grew Date: 12/19/06



PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

150 WEST CONGRESS STREET

TUCSON, ARIZONA 85701-1333

PHONE: (520) 740-3340 FAX: (520) 882-7709

www.deq.pima.gov

AQAP INVOICE

12/19/2006

PERMIT NUMBER: 0386

ISSUED TO: ROYDEN CONSTRUCTION COMPANY

ADDRESS: 3423 S. 51ST AVENUE

PHONIX AZ 85043-

ACTIVITY	FEE
LANDSTRIPPING (ac): 0	\$0.00
TRENCHING (ft): 0	\$0.00
ROAD CONSTRUCTION (ft): 170	\$50.00
BLASTING (days): 0	\$0.00

Total:

DEFERRED ACCOUNT NUMBER: NA



PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

150 WEST CONGRESS STREET

TUCSON, ARIZONA 85701-1333

PHONE: (520) 740-3340 FAX: (520) 882-7709

www.deq.pima.gov

AQAP INVOICE

3/21/2007

PERMIT NUMBER: 0545

ISSUED TO: ROYDEN CONSTRUCTION CO.

ADDRESS: 3423 S. 51ST AVENUE

PHOENIX AZ 85043-

ACTIVITY	FEE
LANDSTRIPPING (ac): 0	\$0.00
TRENCHING (ft): 0	\$0.00
ROAD CONSTRUCTION (ft): 70	\$50.00
BLASTING (days): 0	\$0.00

Total:

\$50.00

DEFERRED ACCOUNT NUMBER: NA



PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY

150 WEST CONGRESS STREET

TUCSON, ARIZONA 85701-1333

PHONE: (520) 740-3340 FAX: (520) 882-7709

www.deq.pima.gov

AQAP INVOICE

3/21/2007

PERMIT NUMBER: 0546

ISSUED TO: ROYDEN CONSTRUCTION

ADDRESS: 3423 S. 51ST AVENUE

PHOENIX AZ 85043-

ACTIVITY	FEE
LANDSTRIPPING (ac): 0	\$0.00
TRENCHING (ft): 0	\$0.00
ROAD CONSTRUCTION (ft): 120	\$50.00
BLASTING (days): 0	\$0.00

Total: \$50.00

DEFERRED ACCOUNT NUMBER: NA

APPLICATION FOR TYPE 2 GRADING PERMIT

TOWN OF SAHUARITA DEVELOPMENT CODE AND RESOLUTION 90-05

Date of Application: _____ Permit No. Issued: 07-050P2

Applicant: Robson Ranch Arizona Construction Co. Tel: (480) 895-0799

Address: 904 N. Quail View Loop

Project Address: Same

*Description of Work: Quail Creek Pkwy. Bridges 1 and 2

* Applicant shall provide a Grading Statement as specified in the Town of Sahuarita Development Code. Provide 4 copies of the plans to be reviewed for permit including a copy of an approved PCDEQ dust control permit.

Area of Grading Envelope: .6 acre sq. ft. or acres. Area of Lot _____
Type 2 Grading Permit is required under any of the following conditions:

1. Residential development on a single lot with a development envelope exceeding the following:

<u>Lot Area</u>	<u>Development Envelope</u>
to 5.0 acre (21,780 to 217,800 sf)	12,000 sf plus 9.5% of lot area
5.0 acres and more	15% lot area
2. Residential development which requires a subdivision plat or development plan.
3. Nonresidential development on one or more acres, or which requires a subdivision plat or development plan.
4. The clearing, brushing, or grubbing of an area exceeding the standards of Item 1.
5. Temporary off-site stockpiling of more than ten thousand cubic yards of fill.
6. New pavement of more than five thousand square feet.

The applicant agrees to provide a fully executed Private Improvement Agreement, complete with test results, to certify that the work complies with adopted Town Standards.

Work performed under this permit shall comply with all applicable provisions of Title 19, Town of Sahuarita Development Code.

FEE SCHEDULE

Base Fee	\$ <u>100.00</u>
Plans Check Fee Per Latest Fee Resolution	\$ _____
Greater of \$300 or 1% of Construction Cost of. \$ <u>1,097,570.00</u>	\$ <u>10,975.50</u>
TOTAL	\$ <u>11,075.50</u>

NOTE: This permit shall become null and void if work is not completed by: 3/28/08

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

IN WITNESS WHEREOF, the Applicant has executed or has caused this Agreement to be executed by its proper and duly authorized officer and the Town has caused this Agreement to be executed by the Town Engineer as of the day and year first written above.

OWNER, TRUST HOLDER OR AUTHORIZED, AGENT (Applicant):

Print or Type Company Name

Robson Ranch Quail Creek LLC

Address 9666 E. Riggs Rd., Sun Lakes, AZ 85248

By: 

Signature

Kenneth A. Marks, Vice President Land Development

3-9-07

Print or Type Name and Title of Signee

Date

TOWN OF SAHUARITA:

Sahuarita, Arizona


Town Engineer

3/27/07

Date

The terms and conditions of this Agreement have been read and are hereby agreed to and accepted by the following:

ENGINEER OF RECORD:

Print or Type Company Name

B&R Engineering, Inc.

Address 9666 E. Riggs Rd. Ste. 118, Sun Lakes, AZ 85248

By: 

Signature

Kenneth A. Marks, President

3-9-07

Date

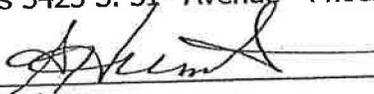
Print or Type Name and Title of Signee

CONTRACTOR:

Print or Type Company Name

Royden Construction Co.

Address 3423 S. 51st Avenue Phoenix, Az. 85043

By: 

Signature

Steve Humbert, Vice President

3-23-2007

Date

Print or Type Name and Title of Signee

This Agreement has been prepared as required by Town of Sahuarita Permit No. 07-050P2

Work performed under this permit shall comply with the Town of Sahuarita Standard Regulations, and Requirements.

Contractor: Royden Construction Co. Telephone: 602-484-0028

Address: 3423.S. 51st Ave. Phoenix, AZ. 85043

State License: B04-17410*A72173 Expires: _____

Applicant: Robson Ranch Arizona Const. Co.

By: (signed) [Signature] Telephone: 480-895-0799

Approved: [Signature] Town Engineer Date: 3/27/07

Mandatory Check List

In initialing below, I the applicant assume all responsibility in conforming to the following agencies laws and regulations.

Environmental Protection Agency (N.P.D.E.S. for example but not limited to)

Pima County Department of Environmental Quality (Dust control, for example but not limited to)

Army Corp of Engineers (Waters of the U.S. for example but not limited to)

Arizona Game & Fish (endangered species for example but not limited to)

Environmental Protection Agency

(415) 947-8000
U.S. EPA Region 9
75 Hawthorne St.
San Francisco, CA 94105

Arizona Game & Fish

(520) 628-5376
555 N. Greasewood
Tucson, AZ 85745

U.S. Army Corp. of Engineers

(213) 452-3908
P.O. Box 532711
Los Angeles, California 90053

Pima County Department of Environmental Quality

(520) 740-3340
130 W. Congress
Tucson, Arizona 85701

If Required **Optional Right of Way Preconstruction Meeting Sign Off**

Town of Sahuarita Engineer

Town of Sahuarita, Field Inspector

Town of Sahuarita, Civil Engineering Aide

Developers Engineer of Record

Developers Contractor

Comments: _____

INVOICE

FROM: Royden Construction Co.
3423 S. 51st Ave.
Phoenix, AZ 85043
484-0028 FAX 484-0043

TO: Robson Ranch Quail Creek, LLC
904 N. Quail View Loop
Green Valley, AZ 85614

fax: 520-393-2960

Date: 01/25/07
RCC Job No.: 61012
Customer No:

CFD
Inv # C 2.2

PROGRESS ESTIMATE NO. 1 THROUGH 1/31/07

Quail Creek - Campbell Ave. Bridge #2

Robson Communities

ORIGINAL CONTRACT											
APPROVED CHANGE ORDERS											
CONTRACT AMOUNT TO DATE											
CONTRACT INFORMATION											
COMPLETION INFORMATION											
Bid Item	Description	Unit	Unit Price	Estimated Quantity	QUANTITY COMPLETE			AMOUNT COMPLETE			
					Total	Previous	Current	Total	Previous	Current	
	Structural Excavation & Backfill	LS	\$5,314.00	1	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Steel H-Pile	LF	\$108.00	960	950.00	100%	0.00	100%	\$102,600.00	\$0.00	\$102,600.00
	Structural Concrete	CY	\$780.00	212	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Reinforcing	LB	\$1.00	14,070	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Voided Slab Beams	LF	\$220.00	1,903	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Metal Handrail	LF	\$48.00	332	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Mobilization	EA	\$5,000.00	1	0.50	50%	0.50	50%	\$2,500.00	\$2,500.00	\$0.00
	Detailing & Engineering	LS	\$20,000.00	1	1.00	100%	1.00	100%	\$20,000.00	\$20,000.00	\$0.00
					0%	0%	0.00	0%	\$0.00	\$0.00	\$0.00
					0%	0%	0	0%	\$0.00	\$0.00	\$0.00
									\$125,100.00	\$22,500.00	\$102,600.00
									16.75%	\$125,100.00	\$22,500.00
											\$102,600.00
STATEMENT											
									\$125,100.00		
										\$20,250.00	
											\$104,850.00

TOTAL AMOUNT COMPLETED TO DATE
LESS PREVIOUS BILLINGS
TOTAL AMOUNT DUE THIS INVOICE

RECEIVED JAN 29 2007

TOTAL AMOUNT BILLED TO DATE
TOTAL AMOUNT PAID TO DATE
BALANCE DUE

CONTRACTOR: Royden Construction Co. 3423 S. 51st Ave. Phoenix, AZ 85043 602-404-0028
 PROJECT: Quail Creek CFD Bridge on Campbell
 INVOICE # C2.2 INV DATE: 01/25/07 INV THRU: 01/31/07
 LICENSE # B04-17410 B17411 A72173 B-01-2714 BUSINESS TYPE: CORPORATION

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	% Billed To Date	Total \$ Billed To Date	% Prev. Billed	Total \$ Prev. Billed	% This Invoice	Total \$ This Invoice
348013	Ret	4135	1	\$ 102,600.00	150' x 52' Bridge	1	LS	\$ 746,940.00	\$ 746,940.00	0.16748332	\$ 125,100.00	0.0301229	\$ 22,500.00	0.137300432	\$ 102,600.00
	Ret			\$ (10,260.00)	Bridge Retention Held	-10%		\$ 746,940.00	\$ 746,940.00		\$ (12,510.00)		\$ (2,250.00)		\$ (10,260.00)
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CONTRACTOR: Robson Construction Co. 3423 S. 51st Ave. Phoenix Az 85043 602-484-0028		VIN# 1334028		PROJECT: Quail Creek CFD Bridge on Campbell INV. DATE: 02/26/07 INV THRU: 02/28/07		LICENSE # B04-17410 B17411 A72173 B-01-72714		BUSINESS TYPE: CORPORATION							
Job #	Cost Type	Cost Code	JDE Line #	Total Per Cost Code This Invoice	Description	Contract Units	Unit Measure	Contract Unit Price	Total Contract Amount	% Billed To Date	Total \$ Billed To Date	% Prev. Billed	Total \$ Prev. Billed	% This Invoice	Total \$ This Invoice
348013	1730	4135	1	\$ 314,921.20	Design Build #2	1	LS	\$ 746,940.00	\$ 746,940.00	0.599598455	\$ 440,021.20	0.167485332	\$ 125,100.00	0.421615123	\$ 314,921.20
	Ret			\$ (31,492.12)	Bridge Retention Held			\$ 746,940.00	\$ 746,940.00		\$ (44,002.12)		\$ (12,510.00)		\$ (31,492.12)
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INVOICE

FROM: Royden Construction Co.
3423 S. 51st Ave.
Phoenix, AZ 85043

Date: 03/29/07
RCC Job No.: 61012
Customer No:

TO: Robson Ranch Quail Creek, LLC
904 N. Quail View Loop
Green Valley, AZ 85614

fax: 520-393-2960

PROGRESS ESTIMATE NO. 4 THROUGH 3/31/07

Quail Creek - Campbell Ave. Bridge #2
Robson Communities

2.4

ORIGINAL CONTRACT											
APPROVED CHANGE ORDERS											
CONTRACT AMOUNT TO DATE											
					\$746,940.00						
					\$0.00						
					\$746,940.00						
COMPLETION INFORMATION											
Bid Item	Description	Unit	Price	Estimated Quantity	QUANTITY COMPLETE			AMOUNT COMPLETE			
					Total	Previous	Current	Total	Previous	Current	
	Structural Excavation & Backfill	LS	\$5,314.00	1	1.00	100%	0.25	25%	\$5,314.00	\$3,985.50	\$1,328.50
	Steel H-Pile	LF	\$108.00	950	950.00	100%	0.00	0%	\$102,600.00	\$102,600.00	\$0.00
	Structural Concrete	CY	\$780.00	212	127.20	60%	21.20	10%	\$99,216.00	\$82,680.00	\$16,536.00
	Reinforcing	LB	\$1.00	14,070	14,070.00	100%	3,517.50	25%	\$14,070.00	\$10,552.50	\$3,517.50
	Voided Slab Beams	LF	\$220.00	1,903	1,903.00	100%	913.44	48%	\$418,660.00	\$217,703.20	\$200,956.80
	Metal Handrail	LF	\$48.00	332	0.00	0%	0.00	0%	\$0.00	\$0.00	\$0.00
	Mobilization	EA	\$5,000.00	1	0.50	50%	0.00	0%	\$2,500.00	\$2,500.00	\$0.00
	Detailing & Engineering	LS	\$20,000.00	1	1.00	100%	0.00	0%	\$20,000.00	\$20,000.00	\$0.00
									\$662,350.00		\$440,021.20
									\$662,350.00		\$222,338.80
TOTAL AMOUNT COMPLETED TO DATE										88.68%	
LESS PREVIOUS BILLINGS											
TOTAL AMOUNT DUE THIS INVOICE										\$662,350.00	
										\$396,019.08	
										\$266,340.92	
STATEMENT											
TOTAL AMOUNT BILLED TO DATE										\$662,350.00	
TOTAL AMOUNT PAID TO DATE										\$396,019.08	
BALANCE DUE										\$266,340.92	

TOTAL AMOUNT COMPLETED TO DATE
LESS PREVIOUS BILLINGS
TOTAL AMOUNT DUE THIS INVOICE

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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	% Billed To Date	Total \$ Billed To Date	% Prev. Billed	Total \$ Prev. Billed	Total \$ This Invoice	% This Invoice	Total \$ This Invoice
348013	Ret	4135	1	222,338.80	Design Build #2	1	LS	746,940.00	746,940.00	0.00000000	0.00	0.598098455	440,021.20	0.29766821147	0.29766821147	222,338.80
	Ret			(22,233.88)	CFD Item #12					0.00000000	0.00					
	Ret				Bridge Retention Held					0.00000000	0.00					
	Ret				Bridge Retention Paid					0.00000000	0.00					
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Royden Construction Co.
 3423 S. 51st. Ave.
 Phoenix, AZ 85043

INVOICE

00043 Robson Ranch Quail Creek
 904 N. Quail View Loop
 Green Valley AZ 85614

Job Number 061014	Sub Job	Period		Application	
		From 03/01/2007	To 03/31/2007	Date 03/29/2007	Number 01732

QUAIL CREEK PARKWAY BRIDGE #1

Item No.	Description of Work	Contract Quantity/ Amount	Unit Price	Current Work In Place		Billings To Date	
				Quantity	Amount	Quantity/Amount	Retention
5	Box Beams 27"x68.85'	172.0000 241,650.00	270.000 LF	0.0000	0.00	0.0000	0.00
6	Handrail	1.0000 8,256.00	48.000 LF	0.0000	0.00	0.0000	0.00
4	Reinforcing Steel	895.0000 19,500.00	1.000 LB	0.0000	0.00	0.0000	0.00
7	Engineering	1.0000 30,000.00	30,000.000 LS	1.0000	30,000.00	1.0000 30,000.00	3,000.00
8	Mobilization	1.0000 12,000.00	12,000.000 EA	0.5000	6,000.00	0.5000 6,000.00	600.00
1	Excuvation/Backfill	640.0000 5,534.00	5,534.000 LS	0.0000	0.00	0.0000 0.00	0.00
2	Piles	108.5000 71,680.00	112.000 LF	640.0000	71,680.00	640.0000 71,680.00	7,168.00
3	Structural Concrete	19,500.0000 86,800.00	800.000 CY	0.0000	0.00	0.0000 0.00	0.00

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00043 Robson Ranch Quail Creek
 904 N. Quail View Loop
 Green Valley AZ 85614

Job Number	Sub Job	Period		Application	
		From	To	Date	Number
061014		03/01/2007	03/31/2007	03/29/2007	01732

Contract 61014			
Contract Amount	475,420.00		
Change Orders	0.00		
Revised Contract	475,420.00		
Total Completed & Stored		107,680.00	
Less Previous Applications		0.00	
Work In Place		107,680.00	
Material Stored		0.00	
Total This Period		107,680.00	
Less Current Retention		10,768.00	
Plus Sales Tax		0.00	
Amount Due This Invoice		\$96,912.00	

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Royden Cor. Co.
 3423 S. 51st Ave.
 Phoenix, AZ 85043

INVOICE

00043 Robson Ranch Quail Creek
 904 N. Quail View Loop
 Green Valley AZ 85614

Job Number	Sub Job	Period From	Period To	Application Date	Application Number
061015		03/01/2007	03/31/2007	03/29/2007	01733

Item No.	Description of Work	Contract Quantity/ Amount	Unit Price	Current Work In Place Quantity	Amount	Billings To Date	
						Quantity/Amount	Retention
4	QUAIL CREEK PARKWAY BRIDGE #2 Reinforcing Steel	1,524.0000 27,740.00	0.950 LB	0.0000	0.00	0.0000	0.00
5	Box Beams 27"x68.85'	272.0000 377,952.00	248.000 LF	0.0000	0.00	0.0000	0.00
6	Handrail	1.0000 13,056.00	48.000 LF	0.0000	0.00	0.0000	0.00
7	Engineering	1.0000 20,000.00	20,000.000 LS	1.0000	20,000.00	1.0000	2,000.00
8	Mobilization	1.0000 8,000.00	8,000.000 EA	0.5000	4,000.00	0.5000	400.00
1	Excavation/Backfill	103.0000 5,092.00	5,092.000 LS	0.0000	0.00	0.0000	0.00
2	Piles	775.0000 94,760.00	920.000 LF	103.0000	94,760.00	103.0000	9,476.00
3	Structural Concrete	29,200.0000 125,550.00	162.000 CY	0.0000	0.00	0.0000	0.00

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INVOICE

00043 Robson Ranch Quail Creek
 904 N. Quail View Loop
 Green Valley AZ 85614

Job Number	Sub Job	Period		Application	
		From	To	Date	Number
061015		03/01/2007	03/31/2007	03/29/2007	01733

Contract 61015		
Contract Amount	672,150.00	
Change Orders	0.00	
Revised Contract	672,150.00	
Total Completed & Stored	118,760.00	
Less Previous Applications	0.00	
Work In Place	118,760.00	
Material Stored	0.00	
Total This Period	118,760.00	
Less Current Retention	11,876.00	
Plus Sales Tax	0.00	
Amount Due This Invoice	\$106,884.00	

AS

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Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
Town of Sahuarita	Check Request	12/14/06	\$2,780.50
Town of Sahuarita Total			\$2,780.50

Bridges at Wash Crossings

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
Sales Tax	Costs thru 3/31/07		\$17,459.58
Sales Tax Total			\$17,459.58

Bridges at Wash Crossings

Quail Creek Community Facilities District

Progress Payment Submittal

Bridges at Wash Crossings

CFD ID # 12

Vendor	Invoice #	Date	Amount
Overhead	Costs thru 3/31/07		\$192.12
Overhead	Costs thru 3/31/07		\$1,214.78
Overhead Total			\$1,406.90

Bridges at Wash Crossings



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

DATE: April 27, 2007

PROJECT NUMBER: 4952-004

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713284

TYPE MIX: 1332495

BATCH TIME: 10:22

TIME IN TRUCK: 23 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4½"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 58 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- West Rampart - Side Rail

SAMPLED BY: WB

TIME: 10:45

DATE: 3-28-07

<u>Lab</u>	<u>Test</u>	<u>Date of</u>	<u>Compressive Strength</u>	<u>% Of</u>	<u>Type</u>
<u>Control</u>	<u>at</u>	<u>Test</u>	<u>(ASTM C617-85a,C39-84)</u>	<u>Design</u>	<u>Of</u>
<u>Number</u>	<u>Days</u>		<u>Maximum Load</u>	<u>Strength</u>	<u>Fracture</u>
				<u>P.S.I</u>	
592	7	4-4-07	28,000	2229	74 SH
592	28	4-25-07	41,500	3304	110 SH
592	28	4-25-07	43,500	3464	115 SH

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Types of Fracture

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

Jm



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

Corporate Headquarters: Oakland, California
 Local Offices: Arizona California

DATE: April 27, 2007

PROJECT NUMBER: 4952-004

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713327

TYPE MIX: 1332495

BATCH TIME: 12:32

TIME IN TRUCK: 38 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4½"

CONCRETE TEMPERATURE: 77 (F°)

AMB. AIR TEMPERATURE: 68 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Rampart – West Center

SAMPLED BY: WB

TIME: 1:10

DATE: 3-29-07

<u>Lab</u>	<u>Test</u>	<u>Date of</u>	<u>Compressive Strength</u>	<u>% Of</u>	<u>Type</u>
<u>Control</u>	<u>at Days</u>	<u>Test</u>	<u>(ASTM C617-85a,C39-84)</u>	<u>Design</u>	<u>Of</u>
<u>Number</u>			<u>Maximum Load</u>	<u>Strength</u>	<u>Fracture</u>
				<u>P.S.I</u>	
593	7	4-5-07	32,000	2548	85 SH
593	28	4-26-07	46,000	3662	122 SH
593	28	4-26-07	44,000	3503	117 C&SP

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Types of Fracture

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

in



DATE: April 24, 2007

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

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

Attention: Mr. Tom Fetterly

GROUT COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713142

TYPE MIX: 1369616

BATCH TIME: 9:00

TIME IN TRUCK: 20 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 7"

GROUT TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 77 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2

SAMPLED BY: WB

TIME: 9:20

DATE: 3-21-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
585	7	3-28-07	65,000	5175	172	C
585	28	4-18-07	80,500	6409	213	SH
585	28	4-18-07	91,000	7245	241	SH

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Types of Fracture
 C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

Am.



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 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

DATE: April 24, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713187

TYPE MIX: 1332495

BATCH TIME: 12:55

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4¾"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 59 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- End Cap – North Side

SAMPLED BY: WB

TIME: 1:25

DATE: 3-22-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
586	7	3-29-07	33,500	2667	89	SH
586	28	4-19-07	52,000	4140	138	C
586	28	4-19-07	50,000	3981	133	C

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Types of Fracture

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



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

DATE: April 18, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713570

TYPE MIX: 1332495

BATCH TIME: 9:45

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 6"

CONCRETE TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 74 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- East Central Rampart

SAMPLED BY: WB

TIME: 10:15

DATE: 4-10-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
612	7	4-17-07	36,000	2866	96	C&SH
612	28	5-8-07				
612	28	5-8-07				

Types of Fracture

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

Jm



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

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

DATE: April 18, 2007

PROJECT NUMBER: 4952-004

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713117

TYPE MIX: 1332495

BATCH TIME: 11:50

TIME IN TRUCK: 40 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 3¾"

CONCRETE TEMPERATURE: 83 (F°)

AMB. AIR TEMPERATURE: 85 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- South End Cap

SAMPLED BY: WB

TIME: 12:30

DATE: 3-20-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
578	7	3-27-07	35,000	2787	93	C
578	28	4-17-07	51,500	4100	137	C
578	28	4-17-07	51,000	4061	135	C&SH

Types of Fracture

C: Cone

C&SP: Cone and Split

C&SH: Cone and Shear

SH: Shear

CLM: Columnar

In



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

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

DATE: April 16, 2007

PROJECT NUMBER: 4952-004

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713532

TYPE MIX: 1332495

BATCH TIME: 8:50

TIME IN TRUCK: 35 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 5 3/4"

CONCRETE TEMPERATURE: 80 (F°)

AMB. AIR TEMPERATURE: 69 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Northwest Rampart

SAMPLED BY: WB

TIME: 9:25

DATE: 4-9-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
610	7	4-16-07	25,000	1990	66	SH
610	28	5-7-07				
610	28	5-7-07				

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Types of Fracture

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

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

DATE: April 11, 2007

PROJECT NUMBER: 4952006
Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713465

TYPE MIX: 1332495

BATCH TIME: 12:00

TIME IN TRUCK: 15 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 5¾"

CONCRETE TEMPERATURE: 86 (F°)

AMB. AIR TEMPERATURE: *

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Southeast Rampart

SAMPLED BY: WB

TIME: 12:15

DATE: 4-4-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
605	7	4-11-07	27,000	2150	72	C
605	28	5-2-07				
605	28	5-2-07				

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Types of Fracture

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

AM



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

DATE: April 10, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96413537

TYPE MIX: 1332495

BATCH TIME: 10:10

TIME IN TRUCK: 1 Hour

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 5½"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 79 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Southwest Rampart

SAMPLED BY: WB

TIME: 11:10

DATE: 4-3-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
602	7	4-10-07	36,000	2866	96	C
602	28	5-1-07				
602	28	5-1-07				

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Types of Fracture

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

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

DATE: April 10, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712922

TYPE MIX: 1332495

BATCH TIME: 10:33

TIME IN TRUCK: 28 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 76 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #1- South End Cap

SAMPLED BY: WB

TIME: 11:05

DATE: 3-13-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
574	7	3-20-07	35,500	2826	94	SH
574	28	4-10-07	47,000	3742	125	C&SH
574	28	4-10-07	49,000	3901	130	SH

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Types of Fracture

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

Am



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

DATE: April 5, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713284

TYPE MIX: 1332495

BATCH TIME: 10:22

TIME IN TRUCK: 23 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4½"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 58 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- West Rampart - Side Rail

SAMPLED BY: WB

TIME: 10:45

DATE: 3-28-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
592	7	4-4-07	28,000	2229	74	SH
592	28	4-25-07				
592	28	4-25-07				

Types of Fracture

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

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

DATE: April 5, 2007

PROJECT NUMBER: 4952-004

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713327

TYPE MIX: 1332495

BATCH TIME: 12:32

TIME IN TRUCK: 38 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4½"

CONCRETE TEMPERATURE: 77 (F°)

AMB. AIR TEMPERATURE: 68 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Rampart – West Center

SAMPLED BY: WB

TIME: 1:10

DATE: 3-29-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
593	7	4-5-07	32,000	2548	85	SH
593	28	4-26-07				
593	28	4-26-07				

Types of Fracture

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



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6896 N. Camino Martin #120
 Tucson, Arizona 85741
 (520) 624-3877 FAX (520) 882-3965
 WebSite: www.georesource.com

DATE: April 2, 2007

PROJECT NUMBER: 4952-004

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713187

TYPE MIX: 1332495

BATCH TIME: 12:55

TIME IN TRUCK: 30 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4¾"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 59 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- End Cap – North Side

SAMPLED BY: WB

TIME: 1:25

DATE: 3-22-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
586	7	3-29-07	33,500	2667	89	SH
586	28	4-19-07				
586	28	4-19-07				

Types of Fracture

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



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

DATE: April 2, 2007

PROJECT NUMBER: 4952-004

Corporate Headquarters: Oakland, California
 Regional Offices: Arizona California

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712667

TYPE MIX: 1332495

BATCH TIME: 9:28

TIME IN TRUCK: 37 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 5¼"

CONCRETE TEMPERATURE: 65 (F°)

AMB. AIR TEMPERATURE: 52 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- South Abutment

SAMPLED BY: WB

TIME: 10:05

DATE: 3-2-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
564	7	3-9-07	42,000	3344	111	SH
564	28	3-30-07	58,000	4618	154	SH
564	28	3-30-07	58,000	4618	154	SH

Types of Fracture

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

Jm



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

DATE: March 28, 2007

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

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

Attention: Mr. Tom Fetterly

GROUT COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96713142

TYPE MIX: 1369616

BATCH TIME: 9:00

TIME IN TRUCK: 20 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 7"

GROUT TEMPERATURE: 82 (F°)

AMB. AIR TEMPERATURE: 77 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2

SAMPLED BY: WB

TIME: 9:20

DATE: 3-21-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
585	7	3-28-07	65,000	5175	172	C
585	28	4-18-07				
585	28	4-18-07				

Types of Fracture

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



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

DATE: March 28, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712595

TYPE MIX: 1332495

BATCH TIME: 10:30

TIME IN TRUCK: 1 Hour and 45 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 3¾"

CONCRETE TEMPERATURE: 72 (F°)

AMB. AIR TEMPERATURE: 62 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Center Abutment

SAMPLED BY: WB

TIME: 12:15

DATE: 2-28-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
551	7	3-7-07	38,000	3025	101	SH
551	28	3-28-07	51,500	4100	137	C
551	28	3-28-07	53,000	4220	141	SH

Types of Fracture

C: Cone

C&SP: Cone and Split

C&SH: Cone and Shear

SH: Shear

CLM: Columnar

Jm



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

DATE: March 27, 2007

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

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

Attention: Mr. Tom Fetterly *JTF*

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek
PROJECT LOCATION: Sahuarita, AZ
GENERAL CONTRACTOR: Robson
CONCRETE SUPPLIER: Rinker
BATCH SIZE: 10.5 Cubic Yards
TRUCK/Ticket Number: 96713117
TYPE MIX: 1332495
BATCH TIME: 11:50
TIME IN TRUCK: 40 Minutes
DESIGN STRENGTH (PSI): 3000/28 Days
SLUMP: 3¾"
CONCRETE TEMPERATURE: 83 (F°)
AMB. AIR TEMPERATURE: 85 (F°)
NUMBER OF CYLINDERS: 4
CYLINDER SIZE: 4" x 8"
AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- South End Cap
SAMPLED BY: WB **TIME:** 12:30 **DATE:** 3-20-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
578	7	3-27-07	35,000	2787	93	C
578	28	4-17-07				
578	28	4-17-07				

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Types of Fracture
 C: Cone C&SP: Cone and Split C&SH: Cone and Shear SH: Shear CLM: Columnar

2



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

DATE: March 23, 2007

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

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

Attention: Mr. Tom Fetterly *TF*

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712433

TYPE MIX: 1332495

BATCH TIME: 11:44

TIME IN TRUCK: 29 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 3"

CONCRETE TEMPERATURE: 78 (F°)

AMB. AIR TEMPERATURE: 79 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Center Abutment

SAMPLED BY: WB

TIME: 12:15

DATE: 2-22-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
544	7	3-1-07	29,000	2309	77	SH
544	28	3-22-07	44,000	3503	117	SH
544	28	3-22-07	45,000	3583	119	SH

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Types of Fracture

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

7



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

DATE: March 21, 2007

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

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

Attention: Mr. Tom Fetterly *TF*

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712922

TYPE MIX: 1332495

BATCH TIME: 10:33

TIME IN TRUCK: 28 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 81 (F°)

AMB. AIR TEMPERATURE: 76 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #1- South End Cap

SAMPLED BY: WB

TIME: 11:05

DATE: 3-13-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
574	7	3-20-07	35,500	2826	94	SH
574	28	4-10-07				
574	28	4-10-07				

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Types of Fracture

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

TF



DATE: March 15, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712226

TYPE MIX: 1332495

BATCH TIME: 11:55

TIME IN TRUCK: 40 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 64 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- North Abutment

SAMPLED BY: NP

TIME: 12:35

DATE: 2-14-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
538	7	2-21-07	34,000	2707	90	SH
538	28	3-14-07	52,000	4140	138	SH
538	28	3-14-07	45,000	3583	125	C

Types of Fracture

C: Cone

C&SP: Cone and Split

C&SH: Cone and Shear

SH: Shear

CLM: Columnar

sh



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

DATE: March 12, 2007

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

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

Attention: Mr. Tom Fetterly *TF*

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712667

TYPE MIX: 1332495

BATCH TIME: 9:28

TIME IN TRUCK: 37 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 5 1/4"

CONCRETE TEMPERATURE: 65 (F°)

AMB. AIR TEMPERATURE: 52 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- South Abutment

SAMPLED BY: WB

TIME: 10:05

DATE: 3-2-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
564	7	3-9-07	42,000	3344	111	SH
564	28	3-30-07				
564	28	3-30-07				

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Types of Fracture

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

TF



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 GEOLOGISTS/GEOTECHNICAL ENGINEERS
 ENVIRONMENTAL SCIENTISTS/MATERIALS TESTING

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

DATE: March 8, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712595

TYPE MIX: 1332495

BATCH TIME: 10:30

TIME IN TRUCK: 1 Hour and 45 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 3¾"

CONCRETE TEMPERATURE: 72 (F°)

AMB. AIR TEMPERATURE: 62 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- Center Abutment

SAMPLED BY: WB

TIME: 12:15

DATE: 2-28-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
551	7	3-7-07	38,000	3025	101	SH
551	28	3-28-07				
551	28	3-28-07				

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Types of Fracture

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



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

DATE: March 2, 2007

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

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

Attention: Mr. Tom Fetterly

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96711884

TYPE MIX: 1332495

BATCH TIME: 10:44

TIME IN TRUCK: 36 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 3½"

CONCRETE TEMPERATURE: 67 (F°)

AMB. AIR TEMPERATURE: 56 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #1- North Abutment - Sta. 29+75

SAMPLED BY: WB

TIME: 11:20

DATE: 2-1-07

<u>Lab Control Number</u>	<u>Test at Days</u>	<u>Date of Test</u>	<u>Compressive Strength (ASTM C617-85a,C39-84) Maximum Load</u>	<u>P.S.I</u>	<u>% Of Design Strength</u>	<u>Type Of Fracture</u>
519	7	2-8-07	41,000	3264	109	SH
519	28	3-1-07	59,000	4697	157	SH
519	28	3-1-07	58,000	4618	154	C

Types of Fracture

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

Jm



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 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

DATE: February 21, 2007

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

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

Attention: Mr. Tom Fetterly *TF*

CONCRETE COMPRESSIVE STRENGTH REPORT

PROJECT: Campbell Avenue @ Quail Creek

PROJECT LOCATION: Sahuarita, AZ

GENERAL CONTRACTOR: Robson

CONCRETE SUPPLIER: Rinker

BATCH SIZE: 10.5 Cubic Yards

TRUCK/Ticket Number: 96712226

TYPE MIX: 1332495

BATCH TIME: 11:55

TIME IN TRUCK: 40 Minutes

DESIGN STRENGTH (PSI): 3000/28 Days

SLUMP: 4"

CONCRETE TEMPERATURE: 75 (F°)

AMB. AIR TEMPERATURE: 64 (F°)

NUMBER OF CYLINDERS: 4

CYLINDER SIZE: 4" x 8"

AREA (sq. in.): 12.56

SOURCE OF SAMPLE: Bridge #2- North Abutment

SAMPLED BY: NP

TIME: 12:35

DATE: 2-14-07

Lab Control Number	Test at Days	Date of Test	Compressive Strength (ASTM C617-85a,C39-84) Maximum Load	P.S.I	% Of Design Strength	Type Of Fracture
538	7	2-21-07	34,000	2707	90	SH
538	28	3-14-07				
538	28	3-14-07				

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Types of Fracture

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

TF



September 26, 2006

Mr. Steven Humbert
Royden Construction Co.
3423 S. 51st Ave.
Phoenix, AZ 85043

RE: Notice To Proceed-Campbell Avenue Bridge #2

Dear Steven,

This letter is your notice to proceed on Campbell Avenue Bridge #2 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

October 24, 2006

Steve Humbert
Royden Construction Company
3423 S. 51st Ave.
Phoenix, AZ 85043

Re: Quail Creek – Campbell Avenue Bridge #2

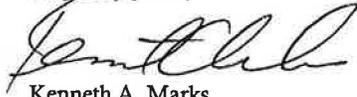
Dear Mr. Humbert:

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\Cambell Ave Bridge #2-Royden.doc

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9666 East Riggs Road, Suite 118 • Sun Lakes, Arizona 85248-7463 • Telephone: (480) 895-0799 • Fax: (480) 895-5555
SUN LAKES • PEBBLECREEK • SADDLEBROOKE RANCH • QUAIL CREEK • ROBSON RANCH, DENTON • ROBSON RANCH, CASA GRANDE

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of October 7, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and Royden Construction Co., ("Subcontractor"), for construction of that certain Campbell Ave Bridge #2 (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.

(e) 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 *[Signature]*

SUBCONTRACTOR'S INITIALS *[Signature]*

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
	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.

(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.

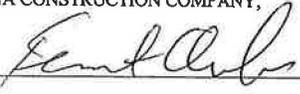
40. Interpretation. This Subcontract shall be construed in accordance with its plain meaning, and it shall not be more strictly construed against Contractor because Contractor drafted this Agreement.

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: 

Its: VicePresident, Land Development

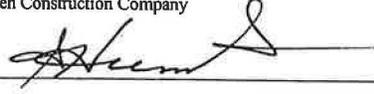
Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 520-895-0799

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

SUBCONTRACTOR

Royden Construction Company

By: 

Its: V.P.

Address: 3423 S. 51st Ave Phoenix, Az 85043

Phone: 602-484-0028

Contact: Steve Humbert

License # B04-17410 B17411 A72173 B-01 72174

Exhibit "A"

Plans and Specifications

1. CAD file for the bridge location from Preliminary Public Roadway and Sewer Plans, Quail Creek Community Facilities District Project, Campbell Ave, Quail Crossing Blvd to Madera Highlands, Job # 980021.
2. Plans by Royden Construction Co. for Quail Creek Community Facilities District, Quail Creek II Campbell Ave Bridge # 2, Project # 061012, 11 sheets, dated 7/27/06.

CONTRACTOR: Royden Construction Co.
 3423 S. 51st Ave.
 Phoenix, AZ 85043
 602-484-0028

VIN# 1334029

PROJECT: Quail Creek CFD Bridge on Campbell
 INVOICE #
 INV DATE:
 INV THRU:

LICENSE # B04-17410 B17411 A72173 B-01-72714
 BUSINESS TYPE: CORPORATION

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	% Billed To Date	Total \$ Billed To Date	% Prev. Billed	Total \$ Prev. Billed	% This Invoice	Total \$ This Invoice
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EXHIBIT "C"

PROGRESS SCHEDULE

~~The Work shall begin no later than December 1, 2006 and shall be completed no later than January 31, 2007~~

[Insert more detailed schedule below if required and available]



Bridge construction shall begin approximately December 1, 2006 and is contingent upon receipt of approved project plans by Subcontractor and issuance of permits required for construction. Subcontractor shall not be liable for any delays due to or for reason beyond the control of Subcontractor including but not limited to: plan review and approval, issuance of permits, unavailability of materials, weather, etc.

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 _____
(Contractor) (Contractor)
located at _____ and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,
(Job Description)

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

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

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

DATE: _____

(Company Name)
BY _____
(Signature)

(Title)

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

EXHIBIT "E-3"

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

Project: _____

Job No: _____

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

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

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

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

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

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

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

EXHIBIT "E-4"

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

Project: _____

Job No: _____

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

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

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

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

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

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

DATE: _____

(Company Name)

By: _____
(Signature)

(Title)

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

EXHIBIT "F"
Bid/Construction Requirements Campbell Bridge

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 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 "Grading" Specifications:

1. Include all demolition, clearing and grubbing in bids. Include any required haul off. No debris is to be left on site.
2. Adhere to all grading requirements from soils engineer.
3. Subcontractor is responsible to notify and order all compaction tests required by soils engineer.

Subcontractor's Initials: *SAP*

EXHIBIT "F"
Bid/Construction Requirements Campbell Bridge

4. All grades will be constructed to either Plan Grade or any Approved Grade Changes.

5. All compaction tests must pass and be verified before final payment will be made.

General "Concrete" Specifications:

1. Bid all concrete items as shown on plans. Include a Unit Price for any sidewalks.
2. Include all removals and haul-offs in bids.
3. All clean-up will be completed before final city inspection.
4. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.

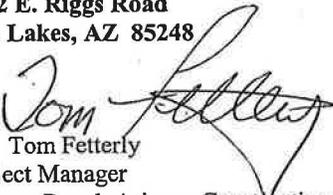
Miscellaneous:

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

Construction to begin approximately: 12/1/06

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:
Royden Construction Co.
3423 S. 51st Ave
Phoenix, Az 85043

By: 
Title: V.P.
(Principle or Authorized Agent)

Subcontractor's Initials: SAN

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.



ROYDEN CONSTRUCTION CO.

3423 S. 51ST AVENUE • PHOENIX, ARIZONA 85043 • Phone (602) 484-0028 • FAX (602) 484-0043

September 13, 2006

Robson Ranch Quail Creek, LLC
904 N. Quail View Loop
Green Valley, AZ 85614

Attn: Tom Fetterly

Re: Quail Creek – Campbell Ave Bridge #2

Gentlemen:

Pursuant to your request, we are presenting this preliminary proposal to construct a bridge designated as Campbell Ave Bridge #2. The bridge would be a three span bridge fifty-two feet wide by approximately 150 feet long with a fifteen degree skew and include concrete parapet wall with hand rail and sidewalk on both sides of the bridge. The bridge would be constructed with precast prestressed voided slab bridge beams and plain gray form finished concrete for all cast in place concrete. We will furnish design calculations and construction drawings to provide you with a complete design and construct project. The bridge will be designed in accordance to the current Standard Specifications for Highway Bridges as published by the American Association of State Highway and Transportation Officials.

This proposal is based and contingent on the following conditions and understandings:

1. This preliminary proposal includes design calculations, details and construction of the bridge structure only.
2. We have not included grading, shaping, bank protection or scour protection of the wash.
3. We have not included roadway grading, embankment fills, import or export of materials, roadway base, curb and gutter or asphalt paving.
4. We have not included any traffic control costs.
5. We have not provided for any removals, replacements, protection or relocation of any overhead or underground obstructions or amenities. Any obstructions encountered requiring removal, relocation, replacement or protection would be considered a changed condition that would result in additional costs.
6. We have assumed and included one mobilization for concurrent construction of Campbell Ave Bridges #2 and #1.

ARIZONA B04-17410 • B17411 • A72173 • B-01 72174 ♦ CALIFORNIA A761637 ♦ NEVADA A16075

PAGE 04/05

ROYDEN CONSTRUCTION

09/14/2006 10:43 6024840043

7. The foundation will be driven piles with cast in place concrete abutment and pier caps. The superstructure will consist of precast prestressed concrete beams. Concrete parapet walls with hand rail and sidewalks will be provided on each side of the bridge deck. Asphalt surfacing on the bridge deck is excluded and is to be provided by others.
8. We have excluded hydraulic analysis, geotechnical analysis and all construction testing and inspection.
9. We have not included or provided for any erosion, dust or storm water pollution prevention plans or measures.
10. Survey centerlines, offsets and elevation hubs are to be provided by your surveyor.
11. Any and all utility conflicts are to be removed and/or relocated by others to accommodate bridge construction.
12. We have excluded contractor sales taxes, bonds, permit fees and plan review fees.
13. Payment and contract terms to be negotiated to the satisfaction of Royden Construction Co.
14. This proposal for Campbell Ave Bridge #2 is made contingent upon acceptance of proposal for and concurrent construction of Campbell Ave Bridge #1.

The preliminary lump sum price for the proposed bridge structures is \$ 746,940.00.

This preliminary proposal will be valid for a period of sixty days.

Design and detailing can begin as soon as a written acceptance is tendered. Construction can begin as soon as submittal review and approvals by appropriate agencies are completed and received by Royden Construction with start of construction anticipated to begin in mid November 2006.

We appreciate the opportunity to provide a proposal for this project and we look forward to working with you.

ROYDEN CONSTRUCTION CO.

Respectfully Submitted,



Steven D. Humbert
Vice President



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH ARIZONA CONSTRUCTION
CO
904 N. QUAIL VIEW LOOP
GREEN VALLEY AZ 85614

Name of Insured:

ROYDEN CONSTRUCTION CO
3423 S 51st Ave
Phoenix AZ 85043

Date Issued: 12/04/2006
Certificate Number: 39
Policy Number: 079370
Origin Date: 01/01/1975
Expiration Date: 01/01/2007
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

MFG & Erect Concrete Beams @ Construct Bridge No 2 RCC Job No 61012 at Quail Creek Campbell Ave in Pima County

Job Number:**Location:**

It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

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

Certificate Issued To:

Robson Ranch Arizona Construction Co
904 N. Quail View Loop
Green Valley AZ 85614

Authorized Representative

RECEIVED DEC 12 2006

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OR
ROYDE-1

DATE (MM/DD/YYYY)
12/14/06

PRODUCER Hays Companies of Oregon 5285 SW Meadows Rd, #451 Mtland OR 97035 one: 503-624-4750 Fax: 503-624-4751		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 Royden Construction Co. 3423 S. 51st Avenue Phoenix AZ 85043		INSURERS AFFORDING COVERAGE	NAIC # 25674
		INSURER A: Travelers P & C Co. of America	
		INSURER B: Navigators Insurance Company	
		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	INSR	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	DT-CO-526D8430-TIL-	0604/01/06	04/01/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	DT-610-526D8430-TIL-06	04/01/06	04/01/07	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 EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SF06EXC137647NV	04/01/06	04/01/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER 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

Re: Job #61012 - Qual Creek - Campbell Ave Bridge #2 ←

Town of Sahuarita is named as additional insured as respects operations of the amend insured on the above referenced project.

CERTIFICATE HOLDER

Town of Sahuarita
 Department of Public Works
 725-2 W. Via Rancho Sahuarita
 Sahuarita AZ 85629

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

Juan Chaves



October 26, 2006

Mr. Steven Humbert
Royden Construction Co.
3423 S. 51st Ave.
Phoenix, AZ 85043

RE: Notice To Proceed-Quail Creek Parkway Bridge #1 (S. Boundary)

Dear Steven,

This letter is your notice to proceed on Quail Creek Parkway Bridge #1 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

TOWN OF SAHUARITA

725 W. Via Rancho Sahuarita • P.O. Box 879 • Sahuarita, Arizona 85629
Phone (520) 648-1972 • Fax (520) 399-3330

This License is non-transferable and must be displayed in a conspicuous location at all times.



BUSINESS LICENSE NO.

1179

EXPIRATION DATE

1/4/2008

ISSUE DATE

1/4/2007

The person, firm, or corporation named below is granted this business license pursuant to the provisions of Town of Sahuarita Ordinance 1998-16, and any amendments thereof. Issuance of license is not an endorsement, nor certification of compliance with other ordinances or laws.

Fee Amounts: \$ 25.00

ROYDEN CONSTRUCTION COMPANY

3423 SOUTH 51ST AVENUE

PHOENIX, AZ 85043

Sandra R. Olivias, CMC, Town Clerk



Robson Communities

Master-Planned Resort Living For Active Adults

January 2, 2007

Steve Humbert
Royden Construction Company
3423 S. 51st Ave.
Phoenix, AZ 85043

Re: Quail Creek – Quail Creek Parkway Bridge #1

Dear Mr. Humbert:

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

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

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

Very truly yours,

Kenneth A. Marks
Vice President Land Development

Encl.
KAM/sw

cc: Tom Fetterly, w/encl.

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of November 13, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and ROYDEN CONSTRUCTION CO. ("Subcontractor"), for construction of that certain Quail Creek Parkway Bridge #1 (the "Work") generally located within Quail Creek Resort Community in Sahuarita, Arizona (the "Project"). Contractor and Subcontractor agree as follows:

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

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

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

12. Sub-Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Insurance; Waiver of Subrogation.

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

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

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

22. Default; Remedies.

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

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

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

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

23. Dispute Resolution.

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

~~(b) Subcontractor acknowledges that upon conveyance of 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
	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.

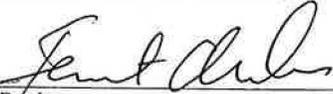
(a) With Cause. Contractor shall have the right to terminate this Subcontract upon written notice to Subcontractor if (i) Subcontractor fails to comply with the insurance requirements set forth on Addendum "1"; (ii) Subcontractor, in performance of the Work, jeopardizes the health, safety or welfare 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.

(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

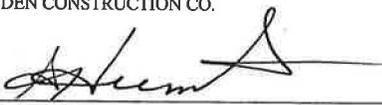
Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 480-895-0799

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

SUBCONTRACTOR

ROYDEN CONSTRUCTION CO.

By: 

Its: V.P.

Address: 3423 S. 51st Ave. Phoenix, AZ 85043

Phone: 602-484-0028

Contact: Steve Humbert

License #: B04-17410 B17411 A72173 B-01 72174

EXHIBIT "A"

Plans and Specifications

1. CAD file for the bridge location from Preliminary Public Roadway Plans, Quail Creek Community Facilities District Project, Quail Creek Parkway, Job #988015.
2. Plans by Royden Construction Co. for Quail Creek Community Facilities District, Quail Creek II Quail Creek Parkway Bridge #1, as referenced in Preliminary Public Roadway Plans, Quail Creek Community Facilities District Project, Quail Creek Parkway, Job #988015.

EXHIBIT "C"

PROGRESS SCHEDULE

~~The Work shall begin no later than January 15, 2007 and shall be completed no later than April 16, 2007.~~

[Insert more detailed schedule below if required and available]

Quail Creek Parkway Bridge # 1 construction shall begin approximately January 15 2007 and is contingent upon receipt of approved project plans by Subcontractor and issuances of permits required for construction. Subcontractor shall not be liable for any delays due to or for reason beyond the control of Subcontractor including but not limited to: plan review and approval, issuance of permits, unavailability of materials, weather, etc.



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 _____
(Contractor) (Contractor)
located at _____ and does hereby release any Mechanic's Lien, any state or federal statutory bond right, any private bond right,
(Job Description)

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

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

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

DATE: _____

(Company Name)
BY _____
(Signature)

(Title)

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

EXHIBIT "E-3"

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

Project: _____

Job No: _____

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

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

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

on the job of _____ located at _____
(Contractor) (Job Description)

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

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

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 8/30/05. "Any price increase after 8/30/05 will be for material only (back up will be required)".
4. All Subcontractors are RESPONSIBLE FOR ANY DAMAGE to EXISTING IMPROVEMENTS during their phase of construction.
5. All Subcontractors to do quantity take off to check plan quantities, as plan quantities are listed as a courtesy.
6. Contractor will request the Subcontractor obtain the necessary permits. The Subcontractor will be reimbursed the cost of the permits by the Contractor.
7. Pollution control will be the Subcontractors responsibility.
8. Subcontractor is responsible for satisfying engineer if there is any discrepancy between staking and plans prior to construction, or the Subcontractor will be responsible for correcting the situation at their own expense.
9. If Subcontractor bids "Lump Sum"; "All Individual Bid Items", "Quantities" and "Unit Costs" must accompany bids. All payments will be made by Unit Cost.
10. Any special bid requirements from a governing agency or utility company will take precedence.
11. Subcontractor is responsible for scheduling inspections, staking and soils testing through the engineer, governing agency and/or Contractor as agreed to before the project begins.
12. Necessary safety devices, traffic control measures and temporary barricades shall be furnished by the ~~sub~~ contractor.
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.

Subcontractor's Initials SM

EXHIBIT "F"

Bid/Construction Requirements-Quail Creek Parkway Bridge #1

4. All grades will be constructed to either Plan Grade or any Approved Grade Changes. All Perimeter Grading is to include Dress Up. All lots are to be built minimum 1 foot beyond property line.
5. All compaction tests must pass and be verified before final payment will be made.

General "Concrete" Specifications:

1. Bid all concrete items as shown on plans. Include a Unit Price for any sidewalks.
- ~~2. Include all removals and haul offs in bids.~~ *(S&T)*
3. All clean-up will be completed before final city inspection.
4. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.

Miscellaneous:

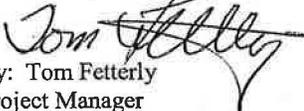
1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

Construction to begin approximately: 1/15/06

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

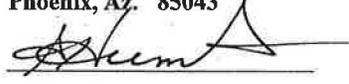
Contractor:

Robson Ranch Arizona Construction Co.
9666 E. Riggs Road Ste. 141
Sun Lakes, AZ 85248


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

Subcontractor:

Royden Construction Co.
3423 S. 51st Ave.
Phoenix, Az. 85043

By: 
Title: V.P.
(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.



**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 Construction Co.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 904 N. Quail View Loop	
Green Valley, Az	AZ Contractor License #: A 190585
85614	Telephone #: 480-895-3100

B. Subcontractor	
* NAME: Royden Construction Co.	* TRANSACTION PRIVILEGE LICENSE #:
* ADDRESS: 3423 S. 51st Ave	
Phoenix, Az	AZ Contractor License #: A72713, BO4-17410, B17411
85043	Telephone #: 602-484-0028

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

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

Thomas Fetterly
 SIGNATURE
 Project Manager, Quail Creek
 TITLE

Thomas Fetterly
 PRINT NAME
 10/05/06
 DATE SIGNED



ROYDIEN CONSTRUCTION CO.

3423 S. 51ST AVENUE • PHOENIX, ARIZONA 85043 • Phone (602) 484-0028 • FAX (602) 484-0043

October 18, 2006

Robson Ranch Quail Creek, LLC
904 N. Quail View Loop
Green Valley, AZ 85614

Attn: Tom Fetterly

Re: Quail Creek – S. Boundary Road Bridge #1 – Sta. 47 + 64

Gentlemen:

Pursuant to your request, we are presenting this preliminary proposal to construct a bridge designated as S. Boundary Road Bridge #1 located at approximately station 47 + 64. The bridge would be a single span bridge 52 feet wide by approximately 70 feet long with a 30 degree skew and include concrete parapet wall with hand rail and sidewalk on both sides of the bridge. The bridge would be constructed with precast prestressed concrete box beams and plain gray form finished concrete for all cast in place concrete. We will furnish design calculations and construction drawings to provide you with a complete design and construct project. The bridge will be designed in accordance to the current Standard Specifications for Highway Bridges as published by the American Association of State Highway and Transportation Officials.

This proposal is based and contingent on the following conditions and understandings:

1. This proposal is provided without the benefit of site visit or review of geotechnical or hydraulic information and reports. We reserve the right to review and revise this preliminary proposal after adequate information is made available to establish final bridge configuration and features.
2. This preliminary proposal includes design calculations, details and construction of the bridge structure only.
3. We have not included grading, shaping, bank protection or scour protection of the wash.
4. We have not included roadway grading, embankment fills, import or export of materials, roadway base, curb and gutter or asphalt paving.
5. We have not included any traffic control costs.
6. We have not provided for any removals, replacements, protection or relocation of any overhead or underground obstructions or amenities. Any obstructions encountered requiring removal, relocation, replacement or protection would be considered a changed condition that would result in additional costs.

ARIZONA B04-17410 • B17411 • A72173 • B-01 72174 ♦ CALIFORNIA A761637 ♦ NEVADA A16075

October 18, 2006

Re: Quail Creek – S. Boundary Road Bridge #1 – Sta. 47 + 64

Page 2 of 2

7. We have assumed and included one mobilization for concurrent construction of S. Boundary Road Bridges #1 and #2.
8. The foundation will be driven piles with cast in place concrete abutment caps. The superstructure will consist of precast prestressed concrete beams. Concrete parapet walls with hand rail and sidewalks will be provided on each side of the bridge deck. Asphalt surfacing on the bridge deck is excluded and is to be provided by others.
9. We have excluded hydraulic analysis, geotechnical analysis and all construction testing and inspection.
10. We have not included or provided for any erosion, dust or storm water pollution prevention plans or measures.
11. Survey centerlines, offsets and elevation hubs are to be provided by your surveyor.
12. Any and all utility conflicts are to be removed and/or relocated by others to accommodate bridge construction.
13. We have excluded contractor sales taxes, bonds, permit fees and plan review fees.
14. Payment and contract terms to be negotiated to the satisfaction of Royden Construction Co.
15. This proposal for S. Boundary Road Bridge #1 is made contingent upon acceptance of proposal and concurrent construction of S. Boundary Road Bridge #2.

The preliminary lump sum price for the proposed bridge structures is \$ 475,420.00.

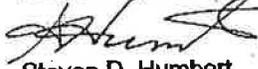
This preliminary proposal will be valid for a period of sixty days.

Design and detailing can begin as soon as a written acceptance is tendered. Construction can begin as soon as submittal review and approvals by appropriate agencies are completed and received by Royden Construction.

We appreciate the opportunity to provide a proposal for this project and we look forward to working with you.

ROYDEN CONSTRUCTION CO.

Respectfully Submitted,


Steven D. Humbert
Vice President

3640 ✓
130.61 ✓
1 SPAN

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OA
ROYDE-1

DATE (MM/DD/YYYY)
03/29/07

PRODUCER
Oregon Property & Casualty
Hays Companies of Oregon
5285 SW Meadows Rd, #451
Portland OR 97035
Tel: 503-624-4750 Fax: 503-624-4751

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

Royden Construction Co.
3423 S. 51st Avenue
Phoenix AZ 85043

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers P & C Co. of America	25674
INSURER B:	Navigators Insurance Company	
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
A	<input checked="" type="checkbox"/> 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	DT-CO-526D8430-TIL-	0704/01/07	04/01/08	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> 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	DT-810-526D8430-TIL-07	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
B	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SF07EXC137647NV	04/01/07	04/01/08	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS
					OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Job #61014, Construct Brdige at Quail Creek-S. Boundary Rd.#1
 Robson Ranch Arizona Construction Co., Robson Communities, Inc. and their respective subsidiaries, affiliates, employees and agents are named as additional insureds. Coverage is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

RECEIVED APR 02 2007

 Robson Ranch Arizona Construction Co.
 904 N. Quail View Loop
 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
Jay Cohen



Certificate of Insurance

Certificate Mailed To:

Name of Insured:

TOWN OF SAHUARITA DEPT OF PUBLIC
WORKS
7252 W VIA RANCHO SAHUARITA
SAHUARITA AZ 85629

ROYDEN CONSTRUCTION CO
3423 S 51st Ave
Phoenix AZ 85043

Date Issued: 04/02/2007
Certificate Number: 80
Policy Number: 079370
Origin Date: 01/01/1975
Expiration Date: 01/01/2008
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

Manufacture and Erect Concrete Beams
Job: Oual Creek & Boundary Rd 1 - RCC # 61014 & 61015
Green Valley AZ 85614

Job Number:

Location:

It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

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:

Town of Sahuarita Dept of Public Works
7252 W Via Rancho Sahuarita
Sahuarita AZ 85629

Greg Henner
Authorized Representative

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OA
ROYDE-1

DATE (MM/DD/YYYY)
04/02/07

PRODUCER

Hays Companies of Oregon
5285 SW Meadows Rd, #451
Portland OR 97035
Phone: 503-624-4750 Fax: 503-624-4751

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

Royden Construction Co.
3423 S. 51st Avenue
Phoenix AZ 85043

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers P & C Co. of America
INSURER B: Navigators Insurance Company
INSURER C:
INSURER D:
INSURER E:

25674

COVERAGES

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: RCC #61014-Quail Creek & Boundary Rd 1

Town of Sahuarita is named as additional insured as respects operations of the named insured on the above referenced project.

CERTIFICATE HOLDER

Town of Sahuarita
Dept of Public Works
712 W Via Rancho Sahuarita
Sahuarita AZ 85629

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

Jerry...

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Hays Companies of Oregon 5285 SW Meadows Rd, #451 Portland OR 97035 Phone: 503-624-4750 Fax: 503-624-4751	OP ID OR ROYDE-1 DATE (MM/DD/YYYY) 04/02/07										
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 Royden Construction Co. 3423 S. 51st Avenue Phoenix AZ 85043	INSURERS AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURER A: Travelers P & C Co. of America</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER B: Navigators Insurance Company</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURER A: Travelers P & C Co. of America	NAIC #	INSURER B: Navigators Insurance Company	25674	INSURER C:		INSURER D:		INSURER E:	
INSURER A: Travelers P & C Co. of America	NAIC #										
INSURER B: Navigators Insurance Company	25674										
INSURER C:											
INSURER D:											
INSURER E:											

COVERAGES

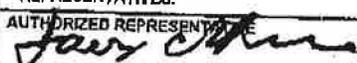
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A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT-810-526D8430-TIL-07	04/01/07	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SF07EXC137647NV	04/01/07	04/01/08	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

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

Re: RCC Job #61015-Quail Creek & Boundary Rd

Town of Sahuarita is named as additional insured as respects operations of the named insured on the above referenced project.

CERTIFICATE HOLDER Town of Sahuarita Dept of Public Works 7252 W Via Rancho Sahuarita Sahuarita AZ 85629	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 
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Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH ARIZONA CONSTRUCTION
CO
904 N. QUAIL VIEW LOOP
GREEN VALLEY AZ 85614

Name of Insured:

ROYDEN CONSTRUCTION CO
3423 S 51st Ave
Phoenix AZ 85043

Date Issued: 01/25/2007
Certificate Number: 45
Policy Number: 079370
Origin Date: 01/01/1975
Expiration Date: 01/01/2008
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

Concrete Product Mfg & Erect
Job: Bridge No 1 - RCC Job No 61014
S Boundary Road at Quail Creek
Pima County, AZ

Job Number:**Location:**

It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

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

Certificate Issued To:

Robson Ranch Arizona Construction Co
904 N. Quail View Loop
Green Valley AZ 85614

Authorized Representative

RECEIVED FEB 05 2007

RECEIVED FEB 05 2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OA
ROYDE-1

DATE (MM/DD/YYYY)
01/08/07

PRODUCER
Hays Companies of Oregon
5285 SW Meadows Rd, #451
Portland OR 97035
Phone: 503-624-4750 Fax: 503-624-4751

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Royden Construction Co.
3423 S. 51st Avenue
Phoenix AZ 85043

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers P & C Co. of America	25674
INSURER B:	Navigators Insurance Company	
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NSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	DT-CO-526D8430-TIL-	0604/01/06	04/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY	DT-810-526D8430-TIL-06	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AUTO ONLY: AGG	\$
		ANY AUTO					
B	X	EXCESS/UMBRELLA LIABILITY	SF06EXC137647NV	04/01/06	04/01/07	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
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 #61014, Construct Brdige at Quail Creek-S. Boundary Rd.#1
Robson Ranch Arizona Construction Co., Robson Communities, Inc. and their respective subsidiaries, affiliates, employees and agents are named as additional insureds. Coverage is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

Robson Ranch Arizona Construction Co.
 904 N. Quail View Loop
 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
Jay [Signature]



October 30, 2006

Mr. Steven Humbert
Royden Construction Co.
3423 S. 51st Ave.
Phoenix, AZ 85043

RE: Notice To Proceed-Quail Creek Parkway Bridge #2 (S. Boundary)

Dear Steven,

This letter is your notice to proceed on Quail Creek Parkway Bridge #2 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

January 2, 2007

Steve Humbert
Royden Construction Company
3423 S. 51st Avenue
Phoenix, AZ 85043

Re: Quail Creek – Quail Creek Parkway Bridge #2

Dear Mr. Humbert:

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\QC Plwy Bridge #2-Royden.doc

OFFSITE LAND DEVELOPMENT SUBCONTRACT

THIS SUBCONTRACT is made and entered into as of November 13, 2006, by ROBSON RANCH ARIZONA CONSTRUCTION COMPANY, an Arizona corporation ("Contractor"), and ROYDEN CONSTRUCTION CO. ("Subcontractor"), for construction of that certain Quail Creek Parkway Bridge #2 (the "Work") generally located within Quail Creek Resort Community in Sahuarita, Arizona (the "Project"). Contractor and Subcontractor agree as follows:

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

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

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

12. Sub-Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Insurance; Waiver of Subrogation.

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

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

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

22. Default; Remedies.

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

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

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

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

23. Dispute Resolution.

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

(b) ~~Subcontractor acknowledges that upon conveyance of 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 *MM*

SUBCONTRACTOR'S INITIALS *SAW*

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

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

26. Payments.

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

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

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

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

- (i) Subcontractor's Work must have been completed to Contractor's complete satisfaction and Contractor must have accepted all of the Work pursuant to Paragraph 4;

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

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

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

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

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

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

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

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

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

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

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

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

31. Written Notice. Any and all notices, approvals, payments, consents or other communications required or permitted under this Subcontract shall be deemed to have been received upon actual receipt or three (3) days after deposit in the United States mail, postage prepaid, to the respective parties at the addresses set forth below the parties' signatures herein or to such other addresses as the parties may from time to time designate in writing by notice given in a like manner.
32. Severability. If any term, condition or provision of this Subcontract is declared illegal, invalid or unenforceable for any reason, the remaining terms, conditions and provisions shall, to the extent permitted by law, remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
33. No Waiver, Amendment. The waiver by Contractor or Subcontractor of any term or provision of this Subcontract shall not constitute a waiver of any other term, condition or provision of this Subcontract, or the future application of any term, condition or provision of this Subcontract, and no waiver shall be effective unless made in writing and signed by the party against which the waiver is to be enforced. This Subcontract may only be amended by a written agreement executed by Contractor and Subcontractor.
34. Independent Contractor. Subcontractor is an independent contractor with respect to the Work and is not serving as the employee or agent of Contractor or Owner. Nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties. Subcontractor has sole authority and responsibility to employ, discharge and otherwise control its employees, and Subcontractor's employees are not, and shall not be deemed to be, employees of Contractor. Neither party shall have the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of the other party, and nothing contained in this Subcontract shall be construed as creating or constituting any partnership, joint venture, employment or agency between the parties.
35. Computation of Periods. All time periods referred to in this Subcontract shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Subcontract falls on a Saturday, Sunday or a holiday observed by the State of Arizona, the act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or holiday observed by the State of Arizona.

36. Entire Agreement.

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

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

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

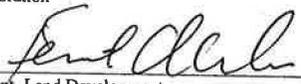
(a) With Cause. Contractor shall have the right to terminate this Subcontract upon written notice to Subcontractor if (i) Subcontractor fails to comply with the insurance requirements set forth on Addendum "I"; (ii) Subcontractor, in performance of the Work, jeopardizes the health, safety or welfare 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

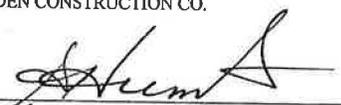
Address: 9532 East Riggs Road, Sun Lakes, Arizona 85248

Phone: 480-895-0799

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

SUBCONTRACTOR

ROYDEN CONSTRUCTION CO.

By: 
Its: 

Address: 3423 S. 51st Ave. Phoenix, AZ 85043

Phone: 602-484-0028

Contact: Steve Humbert

License #: B04-17410 B17411 A72173 B-01 72174

EXHIBIT "A"

Plans and Specifications

1. CAD file for the bridge location from Preliminary Public Roadway Plans, Quail Creek Community Facilities District Project, Quail Creek Parkway, Job #988015.
2. Plans by Royden Construction Co. for Quail Creek Community Facilities District, Quail Creek II Quail Creek Parkway Bridge #2, as referenced in Preliminary Public Roadway Plans, Quail Creek Community Facilities District Project, Quail Creek Parkway, Job #988015.

Exhibit "B" Subcontract Price For

Robson Ranch Arizona Construction Company #336

JDE Contract #

CONTRACTOR: Royden Construction Co. 3423 S. 51st Ave. Phoenix, AZ 85043 602-484-0028
 PROJECT: Quail Creek GFD Bridge on Quail Creek Parkway
 LICENSE # B04-17410 B17411 A72173 B-01-72714
 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	% Billed To Date	Total \$ Billed To Date	% Prev. Billed	Total \$ Prev. Billed	% This Invoice	Total \$ This Invoice
120' x 52' Bridge															
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EXHIBIT "C"

PROGRESS SCHEDULE



~~The Work shall begin no later than January 15, 2007 and shall be completed no later than April 16, 2007.~~

[Insert more detailed schedule below if required and available]

Quail Creek Parkway Bridge # 2 construction shall begin approximately January 15 2007 and is contingent upon receipt of approved project plans by Subcontractor and issuances of permits required for construction. Subcontractor shall not be liable for any delays due to or for reason beyond the control of Subcontractor including but not limited to: plan review and approval, issuance of permits, unavailability of materials, weather, etc.

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"
Bid/Construction Requirements-Quail Creek Parkway Bridge #2

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 ~~sub~~contractor.
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 "Grading" Specifications:

1. Include all demolition, clearing and grubbing in bids. Include any required haul off. No debris is to be left on site.
2. Adhere to all grading requirements from soils engineer.
3. Subcontractor is responsible to notify and order all compaction tests required by soils engineer.

Subcontractor's Initials: 

EXHIBIT "F"

Bid/Construction Requirements-Quail Creek Parkway Bridge #2

4. All grades will be constructed to either Plan Grade or any Approved Grade Changes. All Perimeter Grading is to include Dress Up. All lots are to be built minimum 1 foot beyond property line.
5. All compaction tests must pass and be verified before final payment will be made.

General "Concrete" Specifications:

1. Bid all concrete items as shown on plans. Include a Unit Price for any sidewalks.
- ~~2. Include all removals and haul-offs in bids.~~
3. All clean-up will be completed before final city inspection.
4. The protection of all concrete construction during the "setup" time shall be the responsibility of the Subcontractor.

Miscellaneous:

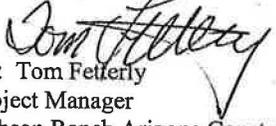
1. Bid all items not covered in the above mentioned lists as shown on plans or slated in specifications.

Construction to begin approximately: 1/15/06

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

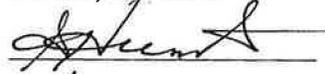
Contractor:

Robson Ranch Arizona Construction Co.
9666 E. Riggs Road Ste 141
Sun Lakes, AZ 85248

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

Subcontractor:

Royden Construction Co.
3423 S. 51st Ave.
Phoenix, Az, 85043

By: 
Title: V.P.
(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.



ROYDEN CONSTRUCTION CO.

3423 S. 51ST AVENUE • PHOENIX, ARIZONA 85043 • Phone (602) 484-0028 • FAX (602) 484-0043

October 18, 2006

Robson Ranch Quail Creek, LLC
904 N. Quail View Loop
Green Valley, AZ 85614

Attn: Tom Fetterly

Re: Quail Creek – S. Boundary Road Bridge #2 – Sta. 75 + 00

Gentlemen:

Pursuant to your request, we are presenting this preliminary proposal to construct a bridge designated as S. Boundary Road Bridge #2 located at approximately station 75 + 00. The bridge would be a two span bridge 52 feet wide by approximately 120 feet long with a zero degree skew and include concrete parapet wall with hand rail and sidewalk on both sides of the bridge. The bridge would be constructed with precast prestressed concrete box beams and plain gray form finished concrete for all cast in place concrete. We will furnish design calculations and construction drawings to provide you with a complete design and construct project. The bridge will be designed in accordance to the current Standard Specifications for Highway Bridges as published by the American Association of State Highway and Transportation Officials.

This proposal is based and contingent on the following conditions and understandings:

1. This proposal is provided without the benefit of site visit or review of geotechnical or hydraulic information and reports. We reserve the right to review and revise this preliminary proposal after adequate information is made available to establish final bridge configuration and features.
2. This preliminary proposal includes design calculations, details and construction of the bridge structure only.
3. We have not included grading, shaping, bank protection or scour protection of the wash.
4. We have not included roadway grading, embankment fills, import or export of materials, roadway base, curb and gutter or asphalt paving.
5. We have not included any traffic control costs.
6. We have not provided for any removals, replacements, protection or relocation of any overhead or underground obstructions or amenities. Any obstructions encountered requiring removal, relocation, replacement or protection would be considered a changed condition that would result in additional costs.

ARIZONA B04-17410 • B17411 • A72173 • B-01 72174 ♦ CALIFORNIA A761637 ♦ NEVADA A16075

7. We have assumed and included one mobilization for concurrent construction of S. Boundary Road Bridges #1 and #2.
8. The foundation will be driven piles with cast in place concrete abutment and pier caps. The superstructure will consist of precast prestressed concrete beams. Concrete parapet walls with hand rail and sidewalks will be provided on each side of the bridge deck. Asphalt surfacing on the bridge deck is excluded and is to be provided by others.
9. We have excluded hydraulic analysis, geotechnical analysis and all construction testing and inspection.
10. We have not included or provided for any erosion, dust or storm water pollution prevention plans or measures.
11. Survey centerlines, offsets and elevation hubs are to be provided by your surveyor.
12. Any and all utility conflicts are to be removed and/or relocated by others to accommodate bridge construction.
13. We have excluded contractor sales taxes, bonds, permit fees and plan review fees.
14. Payment and contract terms to be negotiated to the satisfaction of Royden Construction Co.
15. This proposal for S. Boundary Road Bridge #2 is made contingent upon acceptance of proposal and concurrent construction of S. Boundary Road Bridge #1.

The preliminary lump sum price for the proposed bridge structures is \$ 672,150.00.

This preliminary proposal will be valid for a period of sixty days.

Design and detailing can begin as soon as a written acceptance is tendered. Construction can begin as soon as submittal review and approvals by appropriate agencies are completed and received by Royden Construction.

We appreciate the opportunity to provide a proposal for this project and we look forward to working with you.

ROYDEN CONSTRUCTION CO.

Respectfully Submitted,


Steven D. Humbert
Vice President

6240 \$
107 72 \$
2 spans

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OA
ROYDE-1

DATE (MM/DD/YYYY)
03/29/07

PRODUCER
Oregon Property & Casualty
Hays Companies of Oregon
5285 SW Meadows Rd, #451
Portland OR 97035
Phone: 503-624-4750 Fax: 503-624-4751

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

Royden Construction Co.
3423 S. 51st Avenue
Phoenix AZ 85043

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers P & C Co. of America	25674
INSURER B: Navigators Insurance Company	
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.

NSR ADD'L LTR INSRD	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	DT-CO-526D8430-TIL-	0704/01/07	04/01/08	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <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
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	DT-810-526D8430-TIL-07	04/01/07	04/01/08	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 \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SF07EXC137647NV	04/01/07	04/01/08	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Job #61015, Construct bridge at Quail Creek-S. Boundary Rd. #2
Robson Ranch Arizona Construction Co., Robson Communities, Inc. and their respective subsidiaries, affiliates, employees and agents are named as additional insureds. Coverage is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

RECEIVED APR 02 2007

Robson Ranch Arizona
Construction Co.
904 N. Quail View Loop
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
Jay Ch...



Certificate of Insurance

Certificate Mailed To:

ROBSON RANCH ARIZONA CONSTRUCTION
CO
904 N. QUAIL VIEW LOOP
GREEN VALLEY AZ 85614

Name of Insured:

ROYDEN CONSTRUCTION CO
3423 S 51st Ave
Phoenix AZ 85043

Date Issued: 01/25/2007
Certificate Number: 46
Policy Number: 079370
Origin Date: 01/01/1975
Expiration Date: 01/01/2008
Liability Limits: 1000/1000/1000
(000 Omitted)

Proof of Coverage

Concrete Product Mfg & Erect
Job: Bridge No 2 - RCC Job No 61015
S Boundary Road at Quail Creek
Pima County, AZ

Job Number:**Location:**

It is agreed that waiver of subrogation is effective only as respects to the above Certificate Holder for the project described herein. This agreement shall not operate directly or indirectly to benefit any other person or organization.

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

Certificate Issued To:

Robson Ranch Arizona Construction Co
904 N. Quail View Loop
Green Valley AZ 85614

Authorized Representative

RECEIVED FEB 05 2007

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID OA
ROYDE-1

DATE (MM/DD/YYYY)
01/08/07

PRODUCER
Hays Companies of Oregon
5285 SW Meadows Rd, #451
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Phone: 503-624-4750 Fax: 503-624-4751

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A		GENERAL LIABILITY	DT-CO-526D8430-TIL-06	0604/01/06	04/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	DT-810-526D8430-TIL-06	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" 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 checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AUTO ONLY: AGG	\$
		ANY AUTO					
B		EXCESS/UMBRELLA LIABILITY	SF06EXC137647NV	04/01/06	04/01/07	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		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	\$

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Green Valley AZ 85614

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AUTHORIZED REPRESENTATIVE

Jay [Signature]