

1. Recitals. The Recitals set forth above are incorporated into this Agreement. The parties each acknowledge the accuracy of the foregoing Recitals.

2. Confirmation of Ownership. The parties each acknowledge and agree that although the Bridges will constitute public infrastructure under the Act, the roads within the gated boundaries of Quail Creek that lead up to the Bridges, as well as the roads on the bridges themselves, do not constitute public infrastructure and will be owned and maintained by the Association. The Bridges referred to in this Agreement refer only to those bridges acquired by the District within the boundaries of Quail Creek (as such boundaries currently exist or as they may exist in the future) over which roads to be owned and maintained by the Association are constructed, and not any bridges outside Quail Creek. Without limiting the foregoing, the term "Bridges" does not include any bridge for Campbell Road or any other bridge over which a public street or road is constructed.

3. Maintenance by Association. The Association agrees to maintain the Bridges, in perpetuity, in accordance with all applicable governmental laws, rules and regulations and in accordance with such reasonable standards as may be specified by the Town from time to time.

4. Town's Right to Maintain. Notwithstanding the Association's agreement to maintain the Bridges, the Town shall have the right, but not the obligation, to maintain the Bridges, if (a) in the reasonable judgment of the Town, the Association fails to adequately maintain the Bridges after written notice from the Town and a reasonable opportunity to cure, or (b) the Town, in its reasonable discretion, determines that repairs are required immediately for public safety and there is insufficient time to provide the Association prior written notice and an opportunity to make the repair. In the event the Town makes any repairs to any of the Bridges pursuant to this paragraph, the Association shall reimburse the Town for the costs of the repairs within sixty (60) days after the Town provides the Association with an invoice for such repairs, together with reasonable documentation of the repairs performed and the costs incurred. Upon request by the Association, the Town will endeavor in good faith to provide such other information as the Association may reasonably request regarding the repairs made by the Town and the cost of such repairs.

5. Access. The Association hereby grants the Town and its agents, employees and contractors the right of access through Quail Creek gates and use of the Association's roads for purposes of access to the Bridges for purposes of inspection, repair or any other reasonable purpose relating to the Bridges.

6. Notices. All notices, filings, consents, approvals and other communications provided for in this Agreement or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or by overnight carrier, or sent by United States first class (or registered or certified) mail, postage prepaid, addressed as follows:

If to the Town:

Town of Sahuarita
P.O. Box 879 (for mail)

2025 RELEASE UNDER E.O. 14176

725-2 West Via Rancho Sahuarita (for deliveries)
Sahuarita, Arizona 35629
Attention: Town Manager

If to the Association: Quail Creek Country Club Property Owners Association
9532 East Riggs Road
Sun Lakes, Arizona 85248-7411

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner. Notices, filings, consents, approvals and communication given by personal delivery, or by overnight carrier, shall be deemed given, received and effective upon delivery, and if given by mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

8. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9. Inurement. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, relating to the subject matter of this Agreement are superseded by this Agreement.

11. Amendment. This Agreement may be amended only by a written amendment executed by the Town and the Association.

12. Severability. If any portion of this Agreement or of any provision of this Agreement is void or unenforceable, such portion shall be severed from this Agreement and the remainder of the provision and the remainder of this Agreement shall remain in full force and effect.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and the parties consent to jurisdiction and venue in Pima County, Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Association and the Town have executed this Agreement as of the date first above written.

ASSOCIATION:

QUAIL CREEK COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, an Arizona non-profit corporation

By Michael Olson
Its President

TOWN:

TOWN OF SAHUARITA, ARIZONA

By Charles E. Oldham
Charles Oldham, Mayor

ATTEST:

Sandra Olivas
Sandra Olivas, City Clerk

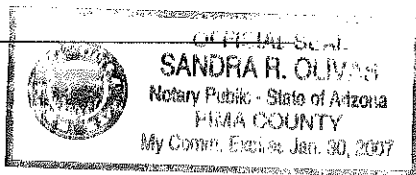
Delia J.
TOWN ATTORNEY

STATE OF ARIZONA)
) ss.
County Of Pima)

The foregoing instrument was acknowledged before me this 8th day of May, 2006, by Charles Oldham, as Mayor of the Town of Sahuarita, Arizona, a municipal corporation under the laws of the State of Arizona, on behalf of the Town of Sahuarita, Arizona.

Sandra R. Olivas
Notary Public

My commission expires:



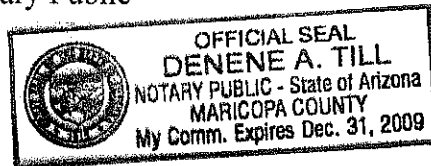
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 26 day of April, 2006, by Michael R. Osborn, as _____ of Quail Creek Country Club Property Owners Association, an Arizona non-profit corporation, on behalf of the corporation.

Denene A. Till
Notary Public

My commission expires:

12/31/09



SECRETED 05-03-04