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STATE
TOWN OF SAHUARITA
PO BOX 879
SAHUARITA AZ 85629

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Attn.: Peter M. Gerstman

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR THE
QUAIL CREEK RESORT COMMUNITY

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PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR THE
QUAIL CREEK RESORT COMMUNITY

This Pre-Annexation And Development Agreement (the "Agreement") is entered into by the TOWN OF SAHUARITA, an Arizona municipal corporation (the "Town"), and ROBSON RANCH QUAIL CREEK, LLC, a Delaware limited liability company, duly licensed to do business in Arizona ("Developer").

RECITALS

- A. Developer is the owner of the property located within Pima County, Arizona, consisting of approximately 2,500 acres, as legally described on Exhibits A (the "Specific Plan Property"), B (the "Exhibit B Property"), and C (the "Sahuarita Property"), other than the real property described on the attached Exhibit D (the "Sold Property"). The Sold Property consists of residential lots and interests in golf membership lots that are part of the Specific Plan Property and were sold previously by Developer or its predecessors in interest. Developer has executed an agreement to purchase the real property described on the attached Exhibit E (the "Escrow Property"). The Exhibit B Property and the Escrow Property are collectively referred to in this Agreement as the "Non-Specific Plan Property". The Specific Plan Property, the Non-Specific Plan Property and the Sahuarita Property are collectively referred to in this Agreement as the "Property". An illustration of the Property is attached to this Agreement as Exhibit F. The Specific Plan Property and the Non-Specific Plan Property (collectively, the "Unannexed Property") are not currently within the town limits of the Town. The Sahuarita Property was annexed into the Town previously.
- B. Developer currently is developing a master planned residential community known as Quail Creek Resort Community on the Specific Plan Property. The Specific Plan Property currently is subject to the Quail Creek Specific Plan (the "Original Specific Plan"), adopted by Pima County in 1989 by Ordinance No. 1989-33, which entitles Developer to construct two eighteen-hole golf courses and up to 5,000 homes on the Specific Plan Property. Developer desires to develop the Non-Specific Plan Property as part of the Quail Creek Resort Community and to spread the 5,000 homes permitted under the Original Specific Plan over both the Specific Plan Property and the Non-Specific Plan Property.
- C. Developer and the Town desire that the Unannexed Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town. The Town also desires to annex other property contiguous to the Property, none of which is owned or controlled by Developer.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

20250902

AGREEMENT

1. **Annexation.** As soon as reasonably possible after execution of this Agreement by the Town and Developer, the Town shall initiate the annexation process by filing a blank annexation petition with Pima County Recorder consistent with the requirements of A.R.S. § 9-471, *et seq.*, and all other applicable laws, ordinances and rules (the "Annexation Laws"), to annex the Unannexed Property into the Town. Thereafter, the Town shall timely publish, mail and post the required notices and hold one or more public hearings, as required under the Annexation Laws in connection with the annexation of the Unannexed Property into the Town. Following the public hearing(s), Developer shall use reasonable efforts to timely deliver to the Town one or more petition(s) for annexation duly executed by a sufficient number of property owners (the "Annexation Petition"). Upon receipt of the Annexation Petition, the Town agrees to act expeditiously to comply with the remaining requirements of the Annexation Laws and consider adoption of the final ordinance annexing the Unannexed Property and other property into the corporate limits of the Town (the "Annexation Ordinance"). It is understood by the parties that the Town Council retains the discretion to approve or deny the Annexation Ordinance, and in the event the Annexation Ordinance is approved, it shall not increase density or use of any property annexed into the Town.
2. **Rescission of Annexation Ordinance.** The Annexation Ordinance shall contain a provision providing for the immediate rescission of the Annexation Ordinance by the Town if, prior to the date on which the Annexation becomes final, the Town does not approve the Amended Specific Plan (as defined below), including the final Master Plan, for the Property (other than the Sahuarita Property) as provided hereinafter, without any stipulations or conditions other than those approved in writing by Developer or the Town does not approve an amendment to the Town's general plan that is consistent with the Amended Specific Plan.
3. **Master Plan.** Developer has previously provided the Town with a preliminary master plan for development of the Property (the "Master Plan") prepared by B&R Engineering, Inc. The Master Plan sets forth, among other things, the densities, intensities, and land uses anticipated for the Property and the preliminary master plans for major infrastructure improvements that are necessary for the development of the Property. The present version of the Master Plan is attached to this Agreement as Exhibit G. The Master Plan shall be finalized by Developer and the Town as part of the process of developing the Amended Specific Plan (as defined below) for the Property. Any material revisions to the Master Plan attached to this Agreement that are made as part of the process of developing the Amended Specific Plan must be approved by both Developer and the Town. Following approval by the Town, any material revisions to the adopted Master Plan must be approved by both Developer and the Town.
4. **Amended Specific Plan and General Plan.** Developer and the Town contemplate that, after the Town's review and due consideration, including all required public hearings, and following the Town's adoption of the Annexation Ordinance, the Town shall adopt a new specific plan for the Property (the "Amended Specific Plan") as the zoning of the Property in accordance with the Sahuarita Development Code, in place of the Original Specific Plan. The Amended Specific Plan shall be similar to the Original Specific Plan, except that the Amended Specific Plan shall (a) apply to the Specific Plan Property and the Non-specific Plan

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Property, rather than just to the Specific Plan Property, (b) provide for and approve the densities, intensities, land uses, services and infrastructure improvements, and other matters set forth in the final Master Plan for the Property, and (c) contain such additions, modifications and other provisions as are agreed upon in this Agreement or are otherwise mutually agreed upon in writing by the Town and Developer. The Master Plan shall be part of the Amended Specific Plan. The Town agrees that, to the extent possible, the adoption of this Agreement shall provide that the approval of the Amended Specific Plan shall also act to amend the Town general plan to be consistent with the Amended Specific Plan. Notwithstanding this provision, Developer and the Town contemplate that the Town shall amend the Town's general plan as permitted by law, to include the Property. The amended general plan will be consistent, but less detailed, than the Amended Specific Plan, and the Amended Specific Plan will be in substantial conformance with the Town's general plan, as so amended. The Town acknowledges that a general plan amendment consistent with the Master Plan will not constitute a substantial alteration of the Town's land use mixture or balance as established in the Town's existing general plan land use element.

5. **Density.** The Amended Specific Plan shall permit 5,000 residential units on the Unannexed Property (the "Maximum Density"), with the actual number of residential units, up to the Maximum Density, to be as determined by Developer. Regardless of any reallocation or density transfer, Developer shall not exceed the Maximum Density for the Property (other than as a result of development on the Sahuarita Property) without first amending the Amended Specific Plan, which amendment shall be up to the discretion of the Town Council. Provided Developer does not exceed the Maximum Density, Developer shall have the right to develop any parcels at a density equivalent to one hundred twenty percent (120%) of the density stated in the Amended Specific Plan. The actual development density for each development parcel will be determined by dividing the total number of proposed dwelling units for a parcel by the actual gross acreage of said parcel.
6. **Golf Course Development.** The Original Specific Plan provides that Developer has the right to develop two eighteen-hole golf courses on the Specific Plan Property. As provided in the Master Plan, the Amended Specific Plan shall provide that Developer is entitled to construct twenty-seven (27) holes of golf on the Specific Plan Property and eighteen (18) holes of golf on the Non-Specific Plan Property. The Amended Specific Plan shall reflect that at Developer's election, the golf courses may include all associated uses typically found with golf courses, such as driving ranges, putting greens, clubhouses and similar amenities.
7. **Transportation Issues.** Except as otherwise expressly provided in the Master Plan or as otherwise agreed in writing by Developer and the Town, all streets within the Property shall be private and, at Developer's option, gated. In addition, Developer shall have the right to install gates and other access control structures within the medians of the private streets. The Town shall have the right of ingress and egress over the private streets for police, ambulance, garbage collection and other similar public purposes. The Town acknowledges that some of the streets on the Property may currently constitute public rights of way, and the Town shall cooperate to abandon the public rights-of-way or easements currently located on the Property, except as specified in the Master Plan, so that the streets shall constitute private streets. In addition, the Town agrees to the proposed alignment of Campbell Road indicated

Town's general plan contemplated by this Agreement, the parties shall cooperate in good faith to attempt to resolve such challenge or referendum as soon as is reasonably possible. If any such referendum petition satisfies all legal requirements such that a referendum vote is required, then the Town will use good faith efforts to schedule the vote as soon as is reasonably possible. This paragraph is not intended to require the Town to reject any referendum, nor oppose any litigation or object filed against it, and the parties agree that the Town shall have full authority to take any position it chooses on any referendum, complaint, litigation or other objection to any occurrence listed above.

11. **Over-Sizing.** In no event shall the Town require Developer or any of its affiliates to over size any utility lines or other facilities so as to be available to serve other projects or properties unless the Town pays or causes a third party to pay the proportionate share of the cost of planning, designing, engineering, permitting and constructing the utility line or other facility. The parties' respective shares of the costs of the applicable line or facility shall be proportionate to their projected use of the line or other facility and shall be paid as costs are incurred.
12. **Sidewalks and Trail System.** The Town agrees that no sidewalks shall be required on the residential streets on the Property, except that the Town shall have the right to require sidewalks on one side of the collector streets on the Property. The trail system shall be as indicated on the Master Plan or as otherwise agreed by Developer and the Town.
13. **House Plans and Permits.** The Town recognizes that this project is a master planned community with a limited number of house designs and styles available at any one time. The Town agrees that once the Town has approved a particular house plan for use in the community, except for a site plan and similar plans, there will be no need for the Town to review the construction plans for use thereafter at other locations within the community unless there are significant changes to the plans, such as structural matters.
14. **Lot Coverage.** In recognition of the different requirements of housing for older persons, the Town agrees to, and the Amended Specific Plan for the Property shall provide for, a sixty percent (60%) permitted lot coverage of residences on the Property.
15. **Plant Preservation.** The Original Specific Plan currently applicable to the Specific Plan Zoned contains certain provisions requiring the preservation of certain native plants. The Town agrees to apply such provisions of the Original Specific Plan to the entire Property in lieu of any other native plant preservation or similar ordinance.
16. **Non-Potable Water.** The Town shall not restrict Developer or Quail Creek Water Company from developing a non-potable water system that utilizes effluent and/or other non-potable water sources to serve various needs of the Property, including supplying water for golf course irrigation, provided the system complies with applicable state and federal laws.
17. **Wastewater Services.** The parties expect that wastewater collection, storage, treatment, and disposal systems for the Property will be handled by Developer, its affiliate or the County, and the Town agrees to cooperate reasonably in connection therewith, provided the Town is not required to bear any material expense or liability.

21. **Outside Consultants.** In the event the Town, pursuant to the provisions hereof, is unable to provide sufficient personnel (either in-house staff or outside consultants to the Town) to review the Submitted Materials within the time desired by Developer, Developer and Town may agree that Developer may pay the reasonable costs incurred by the Town to retain such consultants or other experts as the Town may reasonably deem necessary to review the Submitted Materials on behalf of the Town. Developer acknowledges that the consultants' recommendations will be subject to review and revision by the Town Staff and that the Town shall not be bound by any of the consultant's recommendations unless adopted by the Town Council or other board or person having final approval rights on each Submitted Material. If Developer agrees to pay the fees of any consultant, then Developer shall indemnify and hold the Town harmless from any claims relating to any such consultant's fees for services rendered pursuant to this paragraph.
22. **Conveyance of Site for Municipal Purposes.** The Master Plan provides that an approximately twenty (20) acre portion of the Sahuarita Property may be used for municipal purposes. Developer agrees to convey such site (the "Municipal Site") to the Town, by special warranty deed with no easements, restrictions, or other impediments created by Developer (except with the Town's consent and/or as provided herein), within thirty (30) days after the Town provides Developer with a written certification as follows, provided such certification is provided to Buyer within twenty-five (25) years after the date of this Agreement: (a) the Town desires to use any portion of the Municipal Site for a library, park, Town administration office, police station, fire station, or other municipal use approved by Developer in writing; (b) the Town has obtained all or substantially all governmental permits and approvals required to construct the improvements intended by the Town for the Municipal Site, including but not limited to any required amendments to any flood plain maps or similar designations affecting the Municipal Site; (c) the Town has obtained all financing required by the Town to construct the improvements intended by the Town for the Municipal Site; (d) the Town intends and expects to commence construction of the improvements on the Municipal Site within one (1) year after the Municipal Site is conveyed to the Town and to complete such construction within three (3) years after the Municipal Site is conveyed to the Town. The Municipal Site shall be conveyed to the Town subject to recorded restrictions that provide that: (1) the Municipal Site shall not be used for any purpose or use other than as specified in clause (a) of this paragraph; (2) without Developer's prior written consent, the Municipal Site shall not be used for vehicle repair or storage, for a supply or industrial yard, for water, sewer or other utility purposes, or for any industrial or manufacturing purposes; and (3) title to the Municipal Site shall revert to Developer if the improvements contemplated for the Municipal Site are not commenced within one (1) year after the Municipal Site is conveyed to the Town or are not substantially complete within three (3) years after the Municipal Site is conveyed to the Town. Developer's obligation to convey the Municipal Site to the Town shall be contingent upon the Town agreeing in writing to be bound by such restrictions. The boundaries of the Municipal Site may be modified or amended at any time by mutual agreement of the Town and Developer.

23. Vested Rights.

- 23.1 Developer and the Town are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05 in order to facilitate the annexation of the Unannexed Property and to facilitate the development of the Property. The parties acknowledge that the development of the Property within the Town is a project of such magnitude that the Town requires assurances from Developer that any development of the Property will be in accordance with the terms and conditions of this Agreement, the Master Plan and the Amended Specific Plan, and Developer requires assurances from the Town that Developer shall have the right to develop the Property on those terms and conditions.
- 23.2 The parties acknowledge that the development of the Property pursuant to this Agreement will result in significant benefits to Developer, such as without limitation, providing Developer an element of certainty in order to properly plan development of the Property, avoid a waste of resources, and plan finances based on the assurances contained in this Agreement. The parties also acknowledge that development of the Property pursuant to this Agreement will result in significant benefits to the Town, such as without limitation: (i) requiring development of the Property to comply with the Town's requirements, subject to the terms of this Agreement; (ii) encouraging investment in and commitment to comprehensive planning, which will result in efficient utilization of municipal and other public resources; (iii) requiring development of the Property to be consistent with the Town's general plan, the Master Plan and the Amended Specific Plan; (iv) providing for infrastructure designed to support the anticipated development of the Property and the public health, safety and welfare of future residents thereof; (v) increasing tax and other revenues to the Town; (vi) creating employment through development of the Property consistent with this Agreement; (vi) creating quality housing and other uses for current and future residents of the Town; and (vii) providing for orderly, controlled, high-quality development in the area.
- 23.3 The Town agrees that, for the term of this Agreement, Developer shall have a vested right to develop the Property in accordance with this Agreement, the Master Plan and the Amended Specific Plan. The determinations of the Town memorialized in this Agreement, together with the assurances provided to Developer in this Agreement, are provided pursuant to and as contemplated by A.R.S. § 9-500.05 and other applicable law, bargained for and in consideration for the undertakings of Developer set forth herein and contemplated by the Master Plan, and are intended to be and have been relied upon by Developer in undertaking obligations and in expending funds in connection with the planning, design, engineering and construction of improvements within and benefitting the Property and the area in which the Property is located. The Town acknowledges and agrees that the Property lies within the Town's urban growth area based upon projected urban population growth and requirements for the next five to ten years. The Town acknowledges and agrees that in reviewing and approving the Master Plan and this Agreement, the Town has considered and accounted for any material burdens imposed on the Town and on public facilities by

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development of the Property and has concluded that development of the Property in accordance with the Master Plan and this Agreement will not unreasonably impair natural areas, wildlife habitat, air quality or scenic values.

24. **No Moratorium.** No moratorium on development may be implemented that is applicable to the Property unless in compliance with A.R.S. §9-463.06 in effect as of the date hereof, except that if the Town must comply with an amended version thereof or with a new law in order to avoid being in violation of the law, the Town will do so as well.
25. **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 379
 Sahuarita, Arizona 35629
 Attention: Jerry Flannery, Town Manager

with a copy to: Daniel J. Hochuli & Associates, P.C.
 220 East Wetmore Road
 Tucson, Arizona 85705
 Attn: Daniel Hochuli, Esq.

If to Developer: Robson Ranch Quail Creek, LLC
 9532 East Riggs Road
 Sun Lakes, Arizona 85248-7411
 Attention: Steven Soriano

with a copy to: Robson Communities, Inc.
 9532 East Riggs Road
 Sun Lakes, Arizona 85248-7411
 Attention: Peter M. Gerstman

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.

26. **Hierarchy of Documents.** In the event of a conflict or inconsistency between or among any or all of the Agreement, the Amended Specific Plan and/or Master Plan, the documents shall take priority in the order set forth in this sentence. All of such documents shall take precedence over the applicable ordinances, rules, regulations, permit requirements, development fees, other requirements, and/or official policies of the Town as provided in this Agreement.

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27. **Counterparts.** This Agreement may be executed in two or more 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.
28. **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.
29. **Exhibits and Recitals.** Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are incorporated herein and the parties hereby confirm the accuracy thereof.
30. **Further Acts.** Each of the parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. The parties agree that all conditions and contingencies set forth in this Agreement are critical in the development of the Property.
31. **Time of Essence.** Time is of the essence of each of the terms and provisions of this Agreement.
32. **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, except as provided below. Developer's rights and obligations hereunder may only be assigned to a person or entity that has acquired the Property or a portion thereof, or to a homeowners' association established by Developer, and only by a written instrument recorded in the Official Records of Pima County, Arizona, expressly assigning such rights and obligations. In the event of a complete assignment by Developer of all rights and obligations of Developer hereunder, Developer's liability hereunder shall terminate. Nothing in this Agreement shall operate to restrict Developer's ability to assign less than all of its rights and obligations under this Agreement to those entities that acquire any portion of the Property.
33. **Term.** The term of this Agreement shall commence on the date and at the time an ordinance approving and adopting this Agreement is approved by the Town Council, and shall automatically terminate on the twenty-fifth (25th) anniversary of such date. Termination of this Agreement shall not affect the zoning of the Property or the Amended Specific Plan.
34. **Termination Upon Sale to Public.** This Agreement shall terminate without the execution or recordation of any further document or instrument as to each lot that is finally subdivided and individually (and not in "bulk") sold and conveyed to a retail purchaser who is not affiliated with Developer, and thereupon such lot shall no longer be subject to or burdened by the provisions of this Agreement.
35. **No Partnership; Third Parties.** Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between Developer and the Town. No term or provision of this Agreement is intended or shall be for the benefit of any person,

organization or entity not a party hereto, and no such other person, organization or entity shall have any right to cause of action hereunder.

36. **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, are superseded and merged into this Agreement.
37. **Amendment.** This Agreement may be amended only by a written amendment executed by the Town and Developer.
38. **Good Standing; Authority.** Developer represents and warrants to the Town that (a) Developer is a limited liability company duly formed and validly existing under the laws of the State of Delaware, (b) Developer is qualified to do business in the State of Arizona, and (c) the individual executing this Agreement on behalf of Developer are authorized to do so. The Town represents and warrants to Developer that (i) the Town is a municipal corporation duly formed and validly existing under the laws of the State of Arizona, and (ii) the individual(s) executing this Agreement on behalf of the Town are authorized to do so.
39. **Severability.** If any portion of any provision of this Agreement or the Amended Specific Plan is declared void or unenforceable, such portion shall be severed from this Agreement and/or the Amended Specific Plan and the remainder of the provision and the remainder of this Agreement and of the Amended Specific Plan shall remain in full force and effect. The parties acknowledge and agree that, although the parties believe that the terms and conditions contained in this Agreement do not constitute an impermissible restriction of the police power of the Town, and that it is their express intention that such terms and conditions be construed and applied as provided herein, to the fullest extent possible, it is their further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the Town, such term or condition shall be construed and applied in such lesser fashion as may be necessary to reserve to the Town all such power and authority that cannot be restricted by contract.
40. **Status Statements.** Any party to this agreement (the "requesting party") may, at any time, and from time to time, deliver written notice to any other party requesting such other party (the "providing party") to provide in writing that, to the knowledge of the providing party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "Status Statement"). A party receiving a request hereunder shall execute and return such Status Statement within twenty (20) days following the receipt thereof. The Town Manager or any Assistant Town Manager shall have the right to execute any Status Statement requested by Developer hereunder. The Town acknowledges that a Status Statement hereunder may be relied upon by transferees and mortgagees. The Town shall have no liability for monetary damages to Developer, and transferee or mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

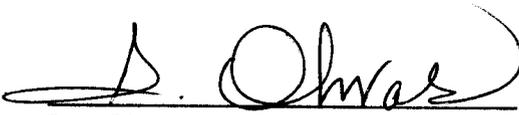
41. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and the parties consent to jurisdiction and venue in Pima County, Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511.

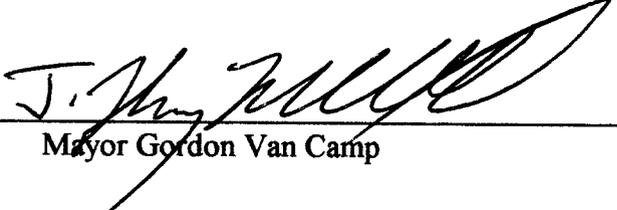
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and at the time an ordinance approving and adopting this Agreement is approved by the Town Council of the Town of Sahuarita.

Date: August 31, 2000

TOWN OF SAHUARITA, an Arizona municipal corporation

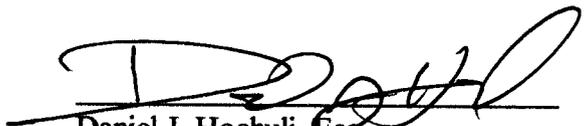
ATTEST:


for Len Olson, Town Clerk

By 
Mayor Gordon Van Camp

APPROVED AS TO FORM AND AUTHORITY

The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the Town of Sahuarita.


Daniel J. Hochuli, Esq.
Attorney for Town of Sahuarita

Date: August 31, 2000

ROBSON RANCH QUAIL CREEK, LLC,
a Delaware limited liability company

By Arlington Property Management Company,
its Manager

By 
Its VP,

20000831

STATE OF ARIZONA)
)
County of Pima)

The foregoing instrument was acknowledged before me this 1st day of Sept., 2000, by Gordon Van Camp and Len Olson, the Mayor and Town Clerk, respectively, of the Town of Sahuarita, an Arizona municipal corporation, on behalf of the municipal corporation.

[Signature]
Notary Public

My Commission Expires:
4-2-2004

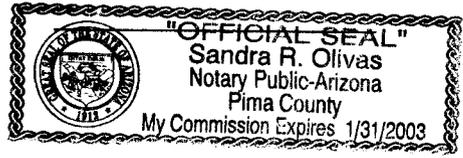


STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 31 day of August, 2000, by STEVE M. SORIANO the VICE PRESIDENT of Arlington Property Management Company, the Manager of Robson Ranch Quail Creek, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

My Commission Expires:



1200605

List of Exhibits

- | | |
|------------------|--|
| Exhibit A | Legal Description of Specific Plan Property |
| Exhibit B | Legal Description of Exhibit B Property |
| Exhibit C | Legal Description of Sahuarita Property |
| Exhibit D | Legal Description of Sold Property |
| Exhibit E | Legal Description of Escrow Property |
| Exhibit F | Illustration of the Property |
| Exhibit G | Master Plan |

2406 2000

Exhibit C Sahuarita Property

A parcel of land located in Sections 1 and 2, T18S, R14E, and Section 35, T17S, R13E, G&SRM, Pima County, Arizona, more particularly described as follows:

The East 150 feet of Section 35, T17S, R13E, G&SB&M, Pima County, Arizona, lying Southeasterly of the Southeasterly right-of-way line of the Tucson Nogales Highway (US Highway 89) as described in Final Order of Condemnation entered December 27, 1952 in Superior Court, Cause No. 37018, Pima County, Arizona.

ALL of Section 1, T18S, R13E, G&SB&M, Pima County, Arizona.

EXCEPT that portion lying within the boundaries of the San Ignacio de la Canoa Private Land Grant; and

EXCEPT that portion conveyed to the State of Arizona by Deed recorded January 24, 1938 in Book 202 of Deeds at page 334, Pima County records; and

EXCEPT that portion conveyed to Julia Baxter by Deed recorded September 26, 1922 in Book 87 of Deeds at page 326, Pima County records; and

EXCEPT any portion lying within the boundaries of the right-of-way of the Tucson-Nogales Railroad; and

EXCEPT that portion conveyed to Tucson Gas and Electric by Deed recorded November 2, 1965 in Docket 2611 at page 33, Pima County records;

All that portion of Section 2, T18S, R13E, G&SB&M, Pima County, Arizona, described as follows:

BEGINNING at the Northeast corner of said Section 2;

THENCE Westerly along the North line of said Section 2, a distance of 33 feet to a point;

THENCE S04°00'W West, a distance of 3,254.50 feet to a point, said point being the intersection with the North line of the San Ignacio de la Canoa Private Land Grant;

THENCE S59°20'E along the North line of said Land Grant, a distance of 220.88 feet to a point on the East line of said Section 2;

THENCE N01°15'E along said East line, a distance of 3,360.00 feet to the Northeast corner of said Section 2, and the POINT OF BEGINNING.

The above-described parcel contains 442.03 acres, more or less.

Exhibit D Sold Lots

Lots 2-15, 19-21, 23, 26 -38, 40-41, 44-47, 50-55, 57, 61, 69, 73- 75, 77, -78, 81- 83, 85, 87, 91-94, 96-100, 102-103, 105-106, 109-114, 137-141, 143-147, 151, 172, 236, 242-246, 248-256, 261- 270 285-286, QUAIL CREEK, Block 1, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 43 of Maps and Plats at Page 39 thereof, and as amended by Declaration of Scrivener's Error recorded in Docket 8999 at Page 338,

AND

an undivided eight-tenths (0.8) interest in Lot 1M; an undivided nine-tenths (0.9) interest in Lot 39M; an undivided seven-tenths (0.7) interest in Lot 48M; an undivided nine-tenths (0.9) interest in Lot 62M; an undivided six-tenths (0.6) interest in Lot 63M; an undivided nine-tenths (0.9) interest in Lot 79M; an undivided eight-tenths (0.8) interest in Lot 80M; an undivided eight-tenths (0.8) interest in Lot 86M.

AND

all that portion of Lot 257M of QUAIL CREEK, Block 1, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 43 of Maps and Plats at Page 39 thereof.

BEGINNING at the West corner common to Lots 256 and 257 of said QUAIL CREEK COUNTRY CLUB;

THENCE South 65 degrees 11 minutes 24 seconds East, 89.53 feet to the East corner common to said Lots 256 and 257M;

THENCE North 56 degrees 49 minutes 33 seconds West, 85.77 feet to the South line of said Lot 257M;

THENCE South 45 degrees 20 minutes 00 seconds West, 13.32 feet to the POINT OF BEGINNING.

EXCEPTING from said Parcels set forth above, any portion thereof lying within QUAIL CREEK II, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, Arizona, in Book 51 of Maps and Plats at page 58 thereof;

AND EXCEPTING FROM SAID PARCELS SET FORTH ABOVE, any portions thereof lying within property described in instruments recorded in Docket 9535 at Page 505, in Docket 8964 at Page 314 and in Docket 8313 at Page 236.

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