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DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND
 INTERGOVERNMENTAL AGREEMENT
 (QUAIL CREEK COMMUNITY FACILITIES DISTRICT)

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THIS DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (QUAIL CREEK COMMUNITY FACILITIES DISTRICT), dated as of September 1, 2005 (hereinafter referred to as this "Agreement"), by and among the Town of Sahuarita, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the "Municipality"); Quail Creek Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "District"), and Robson Ranch Quail Creek, LLC, a limited liability company duly organized and validly existing pursuant to the laws of the State of Delaware and having an interest in certain property in the District (hereinafter referred to as "Quail Creek");

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "Act"), and Section 9-500.05, Arizona Revised Statutes, as amended, the Municipality, the District and Quail Creek entered into this Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in Exhibit "A" hereto (hereinafter referred to as the "Property") which makes up the real property included within the District, the Municipality

pality, the District and Quail Creek determined to specify some of such matters in this Agreement, particularly matters relating to the construction or acquisition of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of Quail Creek with respect thereto, all pursuant to the Act, such public infrastructure being necessary for Quail Creek to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, this Agreement as a "development agreement" is consistent with the "general plan" of the Municipality, as defined in Section 9-461, Arizona Revised Statutes, as amended, applicable to the Property on the date this Agreement is executed; and

WHEREAS, pursuant to an election to hereinafter be held in and for the District, questions authorizing the district board of the District (i) to issue certain general obligation bonds of the District to provide moneys for certain "public infrastructure purposes" (as such term is defined in the Act) described in the General Plan of the District heretofore approved by the Municipality and the District (hereinafter referred to as the "Bonds") including the levy, assessment and collection of a debt service tax against all real and personal property in the District, unlimited as to rate or amount therefor, and (ii) to levy, assess and collect an operation and maintenance tax in an amount up to \$0.30 per \$100.00 of assessed valuation for all real and personal property in the District (hereinafter referred to as the "O/M Tax") to provide for amounts which become attributable to the

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"*Certificate of the Engineers*" means a certificate of the Quail Creek Engineer and the District Engineer in substantially the form of Exhibit "C" hereto.

"*Construction Contract*" means a construction contract for a Project.

"*Conveyance*" means a conveyance for a Segment in substantially the form of Exhibit "D" hereto.

"*Court*" means Pima County Superior Court.

"*Cure Period*" has the meaning provided in Section 10.21(b).

"*Depository Agreement*" means a Depository Agreement by and between the indenture trustee appointed with respect to a series of the Bonds, in its separate capacity as depository, and the District required to be executed and delivered with respect to a series of the Bonds unless a Standby Contribution Agreement is determined not to be necessary for a series of the Bonds by the District Manager as described in the definition thereof.

"*Disclosure Statement*" means the disclosure statement substantially in the form of Exhibit "E" hereto.

"*Discounted Tax Revenues*" means the amount of secondary ad valorem property tax revenues of the District that would be collected for the then current Fiscal Year of the District using the total secondary assessed valuation of property within the boundaries of the District for purposes of the tax roll used to levy taxes during the preceding August and applying a tax rate of \$3.00 per \$100 of secondary assessed valuation and assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual

percentage delinquency factor for the District as of such Fiscal Year and no credit for any fund balances or investment income accruing during such Fiscal Year.

"*District*" means Quail Creek Community Facilities District, a community facilities district formed by the Municipality, and organized and existing, pursuant to the laws of the State.

"*District Board*" means the district board of the District.

"*District Budget*" means the budget of the District required for each Fiscal Year by the Act.

"*District Engineer*" means the Town Engineer of the Municipality or his designee.

"*District Expenses*" means the reasonable expenses and costs of the operation and administration of the District including the reasonable expenses and costs incurred by the Municipality in connection with the formation of the District; its operations; its relationship with the Municipality; its issuance of the Bonds or any similar matters and reasonable fees and related costs and expenses of staff of the Municipality, financial advisors, engineers, appraisers, attorneys and other consultants and including any overhead incurred by the Municipality with respect thereto.

"*District Indemnified Party*" means the Municipality and each legislator, director, trustee, member, officer, official or employee thereof or of the District.

"*Engineers*" means, collectively, the Quail Creek Engineer and the District Engineer; provided, however, that neither may be changed upon less than thirty (30) days written notice and, in the

Service, a division of the McGraw-Hill Companies, presentable for payment in Phoenix, Arizona, and drawable as provided herein, which includes a provision requiring sixty (60) days' notice to the District of any cancellation, terminations or non-renewal thereof and immediate notice to the District of a downgrading of the rating described hereinabove and, without limiting the foregoing, otherwise shall be acceptable to the District Manager in the exercise of commercially reasonable standards. As indicated in Section 6.1, the first series of the Bonds issued by the District shall be in a principal amount between \$11,000,000 and \$12,500,000, and the face amount of the Letter of Credit provided in connection therewith shall be \$5,500,000. The face amount of the Letter of Credit, if any, for any subsequent series of the Bonds shall be determined at the time of approval thereof by the District Board.

"*Maximum Annual Debt Service*" means, collectively, the maximum annual debt service for the subsequent Fiscal Year plus the historical, annual, average of amounts necessary for payments of amounts described in Section 9.1 as of the Fiscal Year of calculation.

"*Municipality*" means the Town of Sahuarita, Arizona, a municipality incorporated and existing pursuant to the laws of the State.

"*O/M Expenses*" means the reasonable expenses and costs of the operation and maintenance of the Projects (including after acceptance by the Municipality pursuant to Section 7.1) and for accumulating a Replacement Reserve Amount with respect to the Projects including any overhead incurred by the Municipality with respect thereto.

"O/M Tax" means an operation and maintenance tax in the amount up to \$0.30 per \$100.00 of assessed valuation for all real and personal property in the District.

"Panel" has the meaning provided in Section 10.21(d)(2).

"Park" means the Project, the design and construction of which is provided for in Section 2.7.

"Park Related Site" means the twenty five acre site and length of ninety foot wide right of way shown generally on Exhibit "B-1" hereto.

"Plans and Specifications" means the plans and specifications for a Project including an Acquisition Project which shall be prepared and reviewed in accordance with the requirements for plans and specifications for construction projects of the Municipality similar to the Project or the Acquisition Project, as applicable; provided, however, that the Plans and Specifications for the Park shall be prepared at the sole discretion of the Municipality and reviewed by the Municipality in accordance with requirements for similar municipal construction projects of the Municipality.

"Process" has the meaning provided in Section 10.21(d)(1).

"Project" means each project which is a part of the Infrastructure on a project-by-project basis.

"Property" means the real property described in Exhibit "A" to this Agreement.

"Quail Creek" means Robson Ranch Quail Creek, LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware.

described in Section 3.5 less any change orders decreasing the contract amount), (3) inspection and supervision of performance under such Acquisition Project Construction Contract and (4) other miscellaneous costs for such Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of the Engineers for that Segment.

"*Standby Contribution Agreement*" means a Standby Contribution Agreement by and among the indenture trustee appointed with respect to a series of the Bonds, the District and Quail Creek to be executed and delivered with respect to a series of the Bonds unless determined by the District Manager not to be necessary at the time of issuance of such series of the Bonds, such determination to be deemed to have been made by the District Board with respect to any such series of the Bonds that is thereafter issued without the simultaneous execution and delivery of a Standby Contribution Agreement.

"*State*" means the State of Arizona.

"*Total Debt Service*" means, collectively, amounts for debt service for the next succeeding Fiscal Year with respect to the Bonds and for payment of the amounts described in Section 9.1 for such year.

(b) All references in this Agreement to designated "Exhibits," "Articles," "Sections" and other subdivisions are to the designated Exhibits, Articles, Sections and other subdivisions of this Agreement as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or other subdivision.

shall be bid pursuant to the provisions of Title 34, Chapter 2, Article 1, Arizona Revised Statutes, as amended, and in accordance with the requirements for construction projects and plans and specifications, respectively, of the Municipality similar to the Acquisition Projects and the Plans and Specifications as specified in the Sahuarita Code and any procurement guidelines promulgated in connection therewith. Acquisition Project Construction Contracts shall be entered into with the bidders selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the Acquisition Project Construction Contracts as specified by such Code and guidelines, and contracts for preparation of the Plans and Specifications shall be entered into with the bidder selected in accordance with the requirements for awarding contracts for preparing plans and specifications of the Municipality similar to the Plans and Specifications as specified by such Code and guidelines. (Compliance with such requirements with respect to the Acquisition Projects shall be evidenced by a Certificate of the Engineers.)

(b) As between Quail Creek and the District, Quail Creek shall bear all risks, liabilities, obligations and responsibilities under each Acquisition Project Construction Contract and all risk of loss of or damage to any Acquisition Project (or any part thereof) occurring prior to the time of acquisition of such Acquisition Project (or part thereof) pursuant to Article IV.

(c) The Municipality and the District shall be named as an insured on any insurance policies required under a bid for an

Acquisition Project and as a third party beneficiary with respect to all warranties, guarantees and bonds with respect thereto.

(d) An indication of final payment and contract closeout shall be provided to the District Manager before any acquisition pursuant to Article IV. If any liens are placed on any portion of an Acquisition Project which is the subject of an Acquisition Project Construction Contract or if litigation ensues between Quail Creek and any contractor with respect to an Acquisition Project Construction Contract, the District shall not acquire the Acquisition Project or any portion thereof until such liens are removed or such litigation is resolved.

Section 3.3. (a) Subsequent to the execution and delivery of this Agreement, any advertisement for bids for construction of any Acquisition Project or provision of any Plans and Specifications to be acquired shall clearly indicate that Quail Creek will be the "owner" for purposes of the Acquisition Project Construction Contract or contract for such Plans and Specifications and shall include the following language: "THE WORK WHICH IS THE SUBJECT OF THE BID IS THE SUBJECT OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTER-GOVERNMENTAL AGREEMENT AMONG OWNER, THE TOWN OF SAHUARITA, ARIZONA, AND QUAIL CREEK COMMUNITY FACILITIES DISTRICT PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL CONTRACTOR WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM."
(Quail Creek is "OWNER" for purposes of the foregoing.)

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(b) Each Acquisition Project Construction Contract or contract for such Plans and Specifications shall provide that the respective contractors shall not have recourse, directly or indirectly, to the Municipality or the District for the payment of any costs pursuant to such Acquisition Project Construction Contract or contract for such Plans and Specifications or any liability, claim or expense arising therefrom and that Quail Creek shall have sole liability therefor.

Section 3.4. Quail Creek shall provide for inspection of work performed under any Acquisition Project Construction Contract by the Engineers.

Section 3.5. Any change order to any Acquisition Project Construction Contract shall be subject to approval by the Engineers (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the applicable Certificate of the Engineers; provided, however, that any change order expected to increase the amount of an Acquisition Project Construction Contract shall be the subject of the same approval requirements that a change order to increase the cost of a construction contract of the Municipality would be subject unless modified by action of the District Board and, specifically, the approval of the District Manager.

ARTICLE IV

ACQUISITION OF ACQUISITION PROJECTS FROM THE OWNER

Section 4.1. (a) Subject to the other terms of this Agreement, Quail Creek shall sell to the District, and the District shall acquire from Quail Creek, the Segments for the Segment Prices.

included as part of the written approval of the Engineers of each pay request of the contractor for such Construction Contract.

(2) Subject to Section 2.7, as soon as possible after the sale and delivery of any of the Bonds, the total amounts so advanced by Quail Creek for such purpose prior to the sale and delivery of the Bonds shall be paid to Quail Creek from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof. Neither the District nor the Municipality shall be liable to Quail Creek (or any contractor or assigns under any Construction Contract) for payment of any such amount except to the extent available, unrestricted proceeds of the sale of the Bonds are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient proceeds from the sale of the Bonds shall be available to pay such amounts.

(3) Until the sale and delivery of the Bonds and after there are no remaining, available, unrestricted proceeds of the sale of the Bonds, the District shall not have any obligation to repay Quail Creek for any advance made by Quail Creek to pay such amounts.

(b) (1) Subject to Section 2.7, any amounts due pursuant to any Construction Contract (including incidental costs relating thereto) after the sale and delivery of any of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) shall be provided for by the payment of such amounts from, and only from, the available, unrestricted proceeds of

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the sale of the Bonds to the extent only of the remaining amounts thereof.

(2) Until the sale and delivery of the Bonds, the District shall not have any obligation to pay such amounts. Neither the District nor the Municipality shall be liable to Quail Creek (or any contractor or assigns under any Construction Contract) for payment of any such amount except to the extent available, unrestricted proceeds of the sale of the Bonds are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such amounts.

Section 5.2. (a) (1) To provide for any acquisition of a Segment occurring before the sale and delivery of the Bonds and after there are no remaining, available, unrestricted proceeds of the sale of the Bonds, the Segment Price of that Segment shall be advanced by Quail Creek pursuant to the terms of this Agreement and the Conveyance for that Segment.

(2) Subject to Section 2.7, as soon as possible after the sale and delivery of the Bonds, the amount advanced by Quail Creek for the Segment Price of a Segment prior to the sale and delivery of the Bonds shall, subject to the requirements of Section 4.2, be paid to Quail Creek (without interest for the period during which it was unpaid) from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof. Neither the District nor the Municipality shall be liable to Quail Creek (or any contractor or assigns under any Acquisition

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Project Construction Contract) for payment of any Segment Price except to the extent available, unrestricted proceeds of the sale of the Bonds are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient available, unrestricted proceeds from the sale of the Bonds shall be available to pay any Segment Price.

(3) Until the sale and delivery of the Bonds and after there are no available, unrestricted remaining proceeds of the sale of the Bonds, the District shall not have any obligation to repay Quail Creek for any advance made by Quail Creek to pay a Segment Price.

(b) (1) Subject to Section 2.7, any acquisition of a Segment occurring after the sale and delivery of the Bonds or of Plans and Specifications for a Project to be acquired which may occur only after sale and delivery of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) shall, subject to the requirements of Section 4.2, be provided for by the payment of the Segment Price for such Segment or of the costs of such Plans and Specifications as determined by the District Engineer and the District Manager based on actual amounts paid by Quail Creek to the Quail Creek Engineer therefor from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof. (The District shall pay the costs of such Plans and Specifications to Quail Creek as provided in Section 2.6 after approval of the Report and within thirty (30) days after receipt by the District Manager of evidence of exclusive

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ownership of the architectural materials (including memorandums, notes and preliminary and final drawings) and the related intellectual property rights (including copyright, if any) related to such Plans and Specifications, in all media, including electronic, and that the District shall be held harmless and be free to use such Plans and Specifications in any way it determines, including particularly, but not by way of limitation, giving them to another firm for the design of a similar structure in form and substance reasonably satisfactory to the District Manager.)

(2) Until the sale and delivery of the Bonds, the District shall not have any obligation to pay such Segment Price or such costs of such Plans and Specifications. Neither the District nor the Municipality shall be liable to Quail Creek (or any contractor or assigns under any Acquisition Project Construction Contract) for payment of any Segment Price or for the costs of such Plans and Specifications except to the extent available, unrestricted proceeds of the sale of the Bonds are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such Segment Price or such costs of such Plans and Specifications.

ARTICLE VI

MATTERS RELATING TO THE BONDS AND OTHER OBLIGATIONS OF THE DISTRICT

Section 6.1. (a) Upon dates established by the District Manager in his sole and absolute discretion at the request of Quail Creek, the District Board shall, from time to time, take all such

reasonable action necessary for the District to issue and sell, pursuant to the provisions of the Act, an applicable amount of the Bonds in an amount sufficient to repay advances for or to pay directly from the available, unrestricted proceeds thereof the total of all amounts due for the purposes of any Construction Contract for the Infrastructure and the Segment Prices for the Acquisition Infrastructure and costs of the Plans and Specifications for the Infrastructure to be acquired, established or reasonably expected to be established pursuant hereto plus all relevant issuance costs related thereto. (To the extent the District is not otherwise prohibited from agreeing pursuant to applicable law, the first series of the Bonds shall be in a principal amount between \$11,000,000 and \$12,500,000, and, until the latter of such time as Quail Creek and its affiliates hold fee title to less than fifteen percent (15%) of the total acreage of the Property or any Standby Contribution has been released according to its terms, the District shall not undertake the issuance of any of the Bonds to finance costs of any public infrastructure other than the Infrastructure (for which the District may at any time in its sole and absolute discretion undertake such financing) without written approval of Quail Creek.)

(b) If the Bonds are not issued or if the available, unrestricted proceeds of the sale of the Bonds are insufficient to pay any or all of the amounts due described in Section 5.1(b) or all of the Segment Prices for the Acquisition Infrastructure and costs of the Plans and Specifications for the Infrastructure to be acquired, there shall be no recourse against the District or the Municipality for, and

neither the District nor the Municipality shall have liability with respect to, such amounts so due or the Segment Prices for the Acquisition Infrastructure, except from the available, unrestricted proceeds of the sale of the Bonds, if any.

Section 6.2. (a) The District shall, subject to the other conditions of this Agreement, issue the Bonds in at least two series in principal amounts to be determined by the District Board at the sole discretion of the District Board, the first series to provide for the Park and the other Infrastructure designated "Phase One" in Exhibit "B" hereto and any subsequent series to provide for the Infrastructure designated "Phase Two" in Exhibit "B" hereto. The District shall not issue any series of the Bonds unless the corresponding series of the Bonds shall receive one of the four highest investment grade ratings by a nationally recognized bond rating agency or shall be sold in other than a "public sale" (as such term is used in the Act) and with restrictions on subsequent transfer thereof under such terms as the District Board shall, in their sole discretion, approve.

(b) The total aggregate principal amount of all of the series of the Bonds shall not exceed \$20,000,000.

(c) If necessary in the sole discretion of the District Board, the "sale proceeds" of the sale of each series of the Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on that series of the Bonds, in an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

(d) For the first series of the Bonds and, if necessary, in the sole discretion of the District Board to regulate the tax rate to be levied to pay debt service on any subsequent series of the Bonds, for such subsequent series of the Bonds, in consideration of the obligations of the District as of the date of delivery of the Bonds and as a condition to the issuance of the corresponding series of the Bonds, a Standby Contribution Agreement shall be executed and delivered which provides, among the other matters provided for in this section, that on the date of initial issuance and delivery of the corresponding series of the Bonds and in each Fiscal Year of the District thereafter, Quail Creek shall be liable and obligated to pay to the District an amount necessary to maintain the tax rate with respect to the Bonds at no more than \$3.00 per \$100.00 of secondary assessed valuation for Total Debt Service, given the tax base of the District for such tax year and the debt service requirements of the Bonds for such tax year assuming a delinquency factor of five percent (5%) and after giving credit with respect to any such payment for any balance in the debt service fund for the Bonds. If a Standby Contribution Agreement is so executed and delivered, to provide adequate assurances for payment of the amount due pursuant to the Standby Contribution Agreement, Quail Creek shall deposit in the name of the District with a depository pursuant to a Depository Agreement a Letter of Credit or, for the subsequent series of the Bonds, in the sole discretion of the District Board, cash in an amount determined by the District Board instead. Each Standby Contribution Agreement and each Depository Agreement shall have general terms acceptable to the

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the earlier of (1) payment in full of all of the outstanding Bonds or provision for such payment or (2) the first fiscal year of the District in which principal of that series of the Bonds has started to be amortized for which the District Manager has received evidence satisfactory to the District Manager that, for such Fiscal Year, a tax rate of \$3.00 per \$100 of secondary assessed valuation of property within the boundaries of the District would have been sufficient to pay the Maximum Annual Debt Service. Such evidence shall consist of a written projection, prepared by the financial advisor of the District, that is based upon the application of such secondary tax rate in light of the actual secondary assessed valuation of the property within the boundaries of the District for such Fiscal Year, assuming a delinquency factor equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such Fiscal Year and without credit for any fund balances or investment income accruing during such fiscal year. (After receipt of proof of satisfaction of such condition, the District Board shall approve in writing by affirmative action such termination and payment or release, as applicable, such approval not to be withheld unreasonably.) Prior to such payment or release, the face amount of the Letter of Credit shall not be subject to reduction until 400 building permits have been issued within the boundaries of the District and the lots upon which the dwellings subject to such building permits are to be constructed have been conveyed to the retail purchasers thereof. Thereafter, on February 15 of each year, if the secondary assessed valuation of property within the boundaries of the District used to

levy taxes during the preceding August exceeded that used in the prior August, the difference between the Maximum Annual Debt Service and the Discounted Tax Revenues shall be calculated and the face amount of the Letter of Credit shall be subject to automatic reduction to an amount equal to three (3) times such difference.

Section 6.3. Other than (1) this Agreement, (2) the Bonds and (3) any obligations necessary in connection with either of the foregoing, the District shall not incur, or otherwise become obligated with respect to, any other obligations.

ARTICLE VII

ACCEPTANCE BY THE MUNICIPALITY

Section 7.1. Simultaneously with the payment of the related Segment Price or completion of construction of a Project, the Segment of Acquisition Infrastructure, to the extent of the interest retained by Quail Creek therein, or the Project constructed is hereby accepted (including for purposes of maintenance and operation thereof if not theretofore provided) by the Municipality, subject to the conditions pursuant to which facilities such as the Acquisition Projects and the Projects so constructed are typically accepted by the Municipality and thereafter shall be made available for use by the general public.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

Section 8.1. (a) Quail Creek (1) shall indemnify and hold harmless each Indemnified Party for, from and against any and all losses, claims, damages or liabilities, joint or several, arising from

any challenge or matter relating to the formation, activities or administration of the District in a manner not contrary to the terms hereof, or the proper carrying out of the provisions of this Agreement (but not for any matters which are related to the Park or infrastructure which is not part of the Infrastructure), including particularly but not by way of limitation for any losses, claims or damages or liabilities (A) related to any Acquisition Project Construction Contract or Project constructed pursuant to a Construction Contract including claims of any contractor, vendor, subcontractor or supplier, (B) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in any offering document relating to the Bonds, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect and (C) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission if such settlement is effected with the written consent of Quail Creek (which consent shall not be unreasonably withheld) and (2) shall reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with

investigating or defending any such loss, claim, damage, liability or action; provided, however, that the foregoing shall not apply to any loss, claim, damage or liability relating to or arising from the activities or administration of the District with respect to any portion of the Infrastructure that has been accepted by the Municipality pursuant to Section 7.1.

(b) Section 8.1(a) shall, however, not be applicable to any of the following:

(1) matters involving any gross negligence or willful misconduct of any Indemnified Party,

(2) any loss, claim, damage or liability for which insurance coverage is actually procured which names the District as an insured, in order to provide insurance against the errors and omissions of the District Board or the other representatives, agents or employees of the District and any loss, claim, damage or liability that is covered by any commercial general liability insurance policy actually procured which names the District as an insured (provided, however, that if Quail Creek also has insurance coverage for any such loss, claim, damage or liability, claims shall be made first against such coverage),

(3) any loss, claim, damage or liability arising from or relating to defects in any Infrastructure that are not known to Quail Creek and are discovered two (2) years or more following acceptance thereof by the Municipality pursuant to Section 7.1 or

Section 8.2. To the extent permitted by applicable law, the District shall indemnify, defend and hold harmless each Indemnified Party for, from and against any and all liabilities, claims or demands for injury or death to persons or damage to property arising from in connection with, or relating to the performance of this Agreement. The District shall not, however, be obligated to indemnify the District Indemnified Parties with respect to damages caused by the negligence or willful misconduct of the District Indemnified Parties. The District shall not indemnify, defend and hold harmless the Municipality with respect to matters relating to public infrastructure owned by the Municipality.

ARTICLE IX

PAYMENT OF CERTAIN EXPENSES AND COSTS

Section 9.1. To provide for expenses and costs for agents or third parties required to administer the Bonds, levy and collect ad valorem taxes for payment of the Bonds, prepare annual audits and budgets and any purposes otherwise related to such activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and shall be paid from amounts available from the tax levy described in Section 6.2(d).

Section 9.2. To provide for the payment of the District Expenses and the O/M Expenses, the District Board shall levy all or a portion of the O/M Tax and shall apply the collections of the O/M Tax first to pay the District Expenses and second to pay the O/M Expenses. To the extent the collections of the O/M Tax are not sufficient to pay the District Expenses and, except for any with regard to the Park, the

O/M Expenses, Quail Creek shall, to the extent of reasonable amounts necessary therefor, be liable and obligated to pay or, on a reasonable basis acceptable to the District Manager in his sole discretion, obligate a homeowner's or similar association to pay, to the District on July 1 of each Fiscal Year of the District the amount of any shortfall indicated in the District Budget with respect to the District Expenses and the O/M Expenses, after adding back the amounts of the O/M Expenses incurred with regard to the Park in such Fiscal Year, including any amount required because of any shortfall in the prior Fiscal Year as provided in such District Budget and no matter how such shortfall was otherwise funded; provided, however, the foregoing shall only be effective until the July 1 after 1,000 building permits have been issued within the boundaries of the District and the lots upon which the dwellings subject to such building permits are to be constructed have been conveyed to the retail purchasers thereof. The District shall only levy the O/M Tax in an amount necessary for the District Expenses and the O/M Expenses reflected in the District Budget for the Fiscal Year of the District and only in reasonable amounts therefor.

Section 9.3. Quail Creek has deposited \$50,000 as a deposit on account to be applied by the Municipality in its sole and absolute discretion to pay Initial Expenses upon written demand by the District Manager. When \$5,000 of the \$45,000 deposit is expended, an accounting will be made to Quail Creek of all amounts incurred by the Municipality for the Initial Expenses to date, and Quail Creek shall be liable and obligated to provide additional funds as necessary for

(b) Quail Creek shall or shall require that Quail Creek or each homebuilder to whom Quail Creek has sold land:

(1) cause any purchaser of land to sign the Disclosure Statement upon entering into a contract for purchasing such land;

(2) provide a copy of each fully executed Disclosure Statement to be filed with the District Manager and

(3) provide such information and documents, including audited financial statements to any necessary repository or depository, but only to the extent necessary for the underwriters of the Bonds to comply with Rule 15c2-12 of the Securities Exchange Act of 1934.

Section 10.3. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns and the rights and obligations under the Agreement are attached to and run with the Property; provided, however, that none of the parties hereto shall be entitled to assign its rights and obligations hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld. Except for the "hold harmless" provisions of Section 8.1 and Section 10.21, this Agreement shall not create conditions or exceptions to title or covenants running with any individual lots or tracts into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or tract or when issuing a title

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intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 10.6. Compliance by the District with the provisions hereof shall be considered satisfaction on behalf of the Municipality of the corresponding requirements thereof created by Section 23 of the Land Development Agreement.

Section 10.7. This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 10.8. The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 10.9. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10.10. The Municipality and the District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, is, at any time while this Agreement is in effect, an employee or agent of Quail Creek in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement and may

recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, from Quail Creek arising as the result of this Agreement. Quail Creek has not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent of Quail Creek in any capacity or a consultant to any party to this Agreement with respect to the subject matter of this Agreement.

Section 10.11. The term of this Agreement shall be as of the date of the execution and delivery hereof by each of the parties hereto and shall expire upon the earlier of the agreement of the District, the Municipality and Quail Creek to the termination hereof, September 1, 2055, and the date on which all of the Bonds are paid in full or defeased to the fullest extent possible pursuant to the Act.

Section 10.12. All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:

Box 879
Sahuarita, Arizona 85629
Attention: Manager

If to the District:

Box 879
Sahuarita, Arizona 85629
Attention: District Manager

If to Quail Creek:

Robson Quail Creek, LLC
c/o Robson Communities
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attention: Peter M. Gerstman

with a copy to:

Robson Quail Creek, LLC
c/o Robson Communities
9532 East Riggs Road
Sun Lakes, Arizona 85248
Attention: Steven M. Soriano

and with an additional copy to:

Storey & Burnham PLC
3030 East Camelback Road, Suite 265
Phoenix, Arizona 85016
Attention: Lesa J. Storey, Esq.

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.13. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 10.14. The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

Section 10.15. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law; provided, however, that if the provisions of this Agreement conflict

in any particular with those of the Land Development Agreement relating to the District, the provisions of this Agreement shall supersede and control those of the Land Development Agreement, as amended, in all respects.

Section 10.16. No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, Quail Creek shall on behalf of the Municipality and the District record a copy of this Agreement with the County Recorder of Pima County, Arizona.

Section 10.17. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 10.18. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of *Force Majeure*, then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use commercially reasonable efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time.

Section 10.19. Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed unless specifically otherwise limited as provided herein.

Section 10.20. Notwithstanding any other provision of this Agreement to the contrary, the provisions of Sections 7.1, 8.1, 8.2, 8.3, 9.3, 10.1, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, 10.17, 10.18, 10.19, 10.20 and 10.21 are the only provisions that are effective against the Municipality for purposes of the Intergovernmental Agreement Act and as the Intergovernmental Agreement Act is intended to be applied for purposes of this Agreement.

Section 10.21. (a) Notwithstanding any provision of this Agreement to the contrary, no act, requirement, payment, or other agreed upon action to be done or performed by the Municipality or the District which would, under any federal, state, or city constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council or the District Board, respectively, shall be required to be done or performed by the Municipality or the District, respectively, unless and until said formal action of the City Council or the District Board, respectively, has been taken and completed. This Agreement in no way acquiesces to or obligates the Municipality or the District to perform a legislative act.

(b) Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (hereinafter referred to as the "Cure Period") after written notice thereof from any other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30)

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days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, any non-defaulting party shall have all rights and remedies that are set forth in the next subsection.

(c) Except as provided in subsection (b), the parties shall be limited to the remedies and the dispute resolution procedure set forth in this subsection and subsection (d). Any decision rendered by the Panel pursuant to the provisions of subsection (d) shall be binding on the parties unless and until a court of competent jurisdiction renders its final decision on the disputed issue, and if any party does not abide by the decision rendered by the Panel during the pendency of an action before the court of competent jurisdiction or otherwise (if no court action), any other party may institute an action for money damages on the issues that were the subject of the Panel's decision and/or any other relief as may be permitted by law.

(d) (1) If an event of default is not cured within the Cure Period, any non-defaulting party may institute the dispute resolution process set forth in this subsection (hereinafter referred to as the "Process") by providing written notice initiating the

Process (hereinafter referred to as the "Initiation Notice") to the defaulting party.

(2) Within fifteen (15) days after delivery of the Initiation Notice, each involved party shall appoint one person to serve on an arbitration panel (herein referred to as the "Panel"). Within twenty-five (25) days after delivery of the Initiation Notice, the persons appointed to serve on the Panel shall themselves appoint one person to serve as a member of the Panel. Such person shall function as the chairman of the Panel.

(3) The remedies available for award by the Panel shall be limited to specific performance, declaratory relief and injunctive relief.

(4) Any party can petition the Panel for an expedited hearing if circumstances justify it. Such circumstances shall be similar to what a court would view as appropriate for injunctive relief or temporary restraining orders. In any event, the hearing of any dispute not expedited shall commence as soon as practicable, but in no event later than forty-five (45) days after selection of the chairman of the Panel. This deadline can be extended only with the consent of all parties to the dispute or by decision of the Panel upon a showing of emergency circumstances.

(5) The chairman of the Panel shall conduct the hearing pursuant to the Center For Public Resources' Rules for Non-Administered Arbitration of Business Disputes then in effect. The chairman of the Panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence,

consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The chairman of the Panel upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Court to have a protective order entered as may be appropriate to confirm such orders of the chairman of the Panel.

(6) The hearing, once commenced, shall proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Uniform Arbitration Act as enacted in the State.

(7) The Panel shall, within fifteen (15) days from the conclusion of any hearing, issue its decision. The decision shall be rendered in accordance with this Agreement and the laws of the State.

(8) Any involved party may appeal the decision of the Panel to the Court for a *de novo* review of the issues decided by the Panel, if such appeal is made within thirty (30) days after the Panel issues its decision. The remedies available for award by the Court shall be limited to specific performance, declaratory relief and injunctive relief. The decision of the Panel shall be binding on both parties until the Court renders a binding decision. If a non-prevailing party in the Process fails to appeal to the Court within the time

frame set forth herein, the decision of the Panel shall be final and binding. If one party does not comply with the decision of the Panel during the pendency of the action before the Court or otherwise, then another party shall be entitled to exercise all rights and remedies that may be available under law or equity, including without limitation the right to institute an action for money damages related to the default that was the subject of the Panel's decision and the provisions of this subsection shall not apply to such an exercise of rights and remedies.

(9) All fees and costs associated with the Process before the Panel, including without limitation the fees of the Panel, other fees, and the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party or parties. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Panel. Similarly, all fees and costs associated with an appeal to the Court or any appellate court thereafter, including without limitation, the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Court.

* * *

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of Quail Creek their signatures, all as of the day and year first written above.

TOWN OF SAHUARITA, ARIZONA


By.....
Charles E. Oldham, Mayor

ATTEST:


.....
Sandra R. Olivas, Town Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the Municipality who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

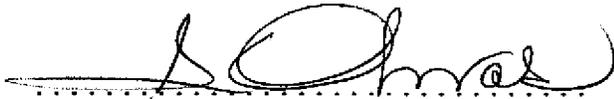

.....
Daniel J. Hochuli, Town Attorney

12/04/00 40420 00400

QUAIL CREEK COMMUNITY FACILITIES
DISTRICT

By 
.....
Charles E. Oldham, Chairman,
District Board

ATTEST:


.....
Sandra R. Olivas, District Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the District, who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.


.....
Daniel J. Hochuli, District Counsel

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

By: Arlington Property Management Company, an Arizona corporation, its Manager



By.....
Printed Name: STEVEN M. SORIANO
Title: VP

WITH THE CONSENT AND AGREEMENT OF LAWYERS TITLE OF ARIZONA INC., an Arizona corporation as Trustee under Trust No. 7916-T

By.....
Printed Name:.....
Title:.....

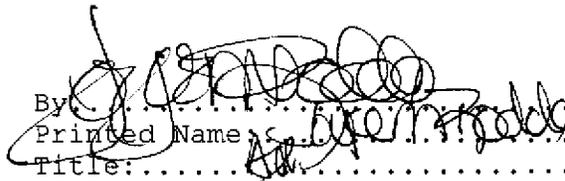
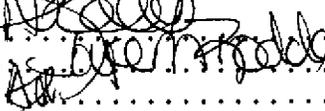
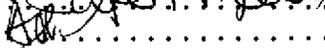
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ROBSON RANCH QUAIL CREEK, LLC, a Delaware limited liability company

By: Arlington Property Management Company, an Arizona corporation, its Manager

By.....
Printed Name:.....
Title:.....

WITH THE CONSENT AND AGREEMENT OF LAWYERS TITLE OF ARIZONA INC., an Arizona corporation as Trustee under Trust No. 7916-T

By: .....
Printed Name: .....
Title: .....

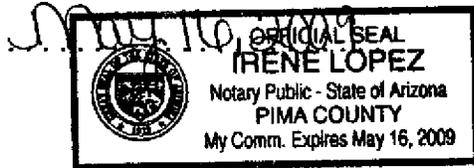
00420 40721

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2005, by Charles Oldham, as Mayor of the Town of Sahuarita, Arizona, a municipal corporation under the laws of the State of Arizona.

.....Irene Lopez.....
Notary Public

My commission expires:

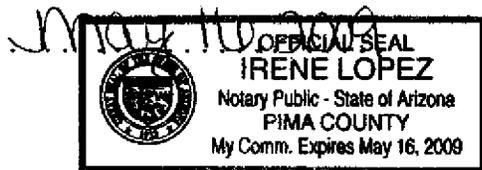


STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2005, by Charles Oldham, as Chairman of the District Board of Quail Creek Community Facilities District, an Arizona community facilities district.

.....Irene Lopez.....
Notary Public

My commission expires:



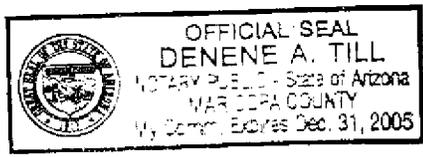
STATE OF ARIZONA)
) ss
COUNTY OF ..Maricopa)

On this day, personally appeared before me Steven M. Soriano....., as Vice President..... of Arlington Property Management Company, an Arizona corporation, the Manager in Robson Ranch Quail Creek, LLC, an Arizona limited liability company, who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on September 9....., 2005.

Denene A. Till.....
Notary Public

My commission expires:
12/31/05.....



STATE OF ARIZONA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this day of, 2005, by, an authorized representative of LAWYERS TITLE OF ARIZONA, INC., an Arizona corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

.....
Notary Public

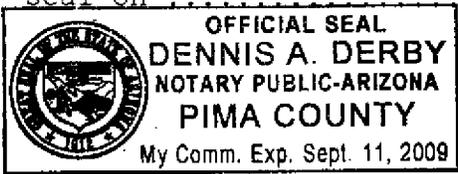
My commission expires:
.....

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STATE OF ARIZONA)
) ss
COUNTY OF)

On this day, personally appeared before me
....., as of Arlington
Property Management Company, an Arizona corporation, the Manager in
Robson Ranch Quail Creek, LLC, an Arizona limited liability company,
who is known to me to be the person whose name is above subscribed,
and after being first duly sworn, acknowledged upon her/his oath that
she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official
seal on , 2005.



Dennis A. Derby
.....
Notary Public

My commission expires:
.....

STATE OF ARIZONA)
) ss.
COUNTY OF *Pima*)

The foregoing instrument was acknowledged before me this
... *18* ... day of *November*, 2005, by *Jayce M. Zada*
....., an authorized representative of LAWYERS TITLE OF
ARIZONA, INC., an Arizona corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

.....
Notary Public

My commission expires:
.....

12/04/09

ATTACHMENTS:

- EXHIBIT A -- Legal Description Of Property To Be Included In The District
- EXHIBIT B -- Description of Infrastructure
- EXHIBIT C -- Form Of Certificate Of Engineers For Conveyance Of Segment Of Project
- EXHIBIT D -- Form Of Conveyance Of Segment Of Project
- EXHIBIT E -- Form Of Disclosure Statement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

A parcel of land located in Sections 6, 7, and 8, T.18S., R.14E., and Sections 1 and 12, T.18S., R.13E., of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 6, T.18S., R.14E., said point being a found aluminum cap marked "NORTHWEST CORNER SECTION 6";

THENCE along the North line of the Northwest quarter of said Section 6, S89°25'48"E, a distance of 689.37 feet to the POINT OF BEGINNING;

THENCE continuing along said North line, S89°25'48"E, a distance of 1,858.47 feet;

THENCE S89°25'26"E, a distance of 1620.62 feet;

THENCE S17°57'47"W a distance of 689.75 feet;

THENCE S12°46'24"W a distance of 115.96 feet,

THENCE S05°53'16"W a distance of 476.75 feet;

THENCE S79°12'27"W a distance of 496.86 feet;

THENCE N34°33'43"W, a distance of 297.82 feet;

THENCE S55°26'17"W a distance of 728.89 feet;

THENCE S17°46'29"E, a distance of 548.81 feet to the Northwesterly corner of lot 150 of Quail Creek Block 1, Lots 1-306 and Common Areas "B", "C", and "D" recorded in Book 43, Page 39, Pima County Recorder;

THENCE S17°46'29"E along the Westerly line of said Quail Creek Block 1, Lots 1-306, a distance of 744.94 feet, to an angle point in said Westerly line;

THENCE continuing along said Westerly line S12°52'00"E, a distance of 1037.57 feet, to the Southwesterly corner of lot 174M of said Quail Creek Block 1, Lots 1-306;

THENCE Southeasterly along the Southerly line of said Quail Creek Block 1, Lots 1-306 S85°16'22"E, a distance of 296.51 to the Southeasterly corner of lot 175M;

THENCE leaving said Southerly line S36°46'53"E, a distance of 1,354.26 feet;

THENCE S04°23'03"E, a distance of 866.39 feet;

THENCE S78°30'18"E, a distance of 1,177.70 feet to a point on the centerline of Quail View Loop per the Final Plat of Quail Creek 2, Blocks 1-64 recorded in Book 51, Page 58, Pima County Recorder;

THENCE along the centerline of Quail Range Loop S52°10'00"E, a distance of 476.65 feet to a point of curve to the left, having a radius of 600.00 feet and a central angle of 42°50'00";

THENCE Easterly along the arc of said centerline, a distance of 448.55 feet;

THENCE continuing along said centerline N85°00'00"E, a distance of 376.62 feet to a point of curve to the right, having a radius of 600.00 feet and a central angle of 34°00'00";

THENCE Easterly along the arc of said centerline, a distance of 356.05 feet;

THENCE continuing along said centerline S61°00'00"E, a distance of 522.00 feet to a point of curve to the left, having a radius of 600.00 feet and a central angle of 75°30'00";

THENCE Easterly along the arc of said centerline, a distance of 790.63 feet;

THENCE continuing along said centerline N43°30'00"E, a distance of 227.70 feet to point hereinafter referred to as POINT "B";

THENCE S46°30'00"E, a distance of 45.00 feet, to the beginning of a non-tangent curve, concave to the South, having a radius of 25.00 feet, the center of which bears S46°30'00"E;

THENCE Easterly along said curve through a central angle of 90°00'00", an arc distance of 39.27 feet;

THENCE S46°30'00"E, a distance of 151.15 feet to the beginning of a tangent curve, concave to the Southwest, having a radius of 970.00 feet;

THENCE Southeasterly along said curve, through a central angle of 01°49'57", an arc distance of 31.02 feet; to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 25.00 feet, the center of which bears S45°19'57"W;

THENCE Northwesterly along said curve through a central angle of 38°42'09", an arc distance of 16.89 feet;

THENCE S43°30'00"W a distance of 109.65 feet;

THENCE S41°00'38"E a distance of 133.26 feet;
THENCE S32°03'46"E a distance of 133.52 feet;
THENCE S23°06'22"E a distance of 133.52 feet;
THENCE S08°02'24"W a distance of 90.35 feet;
THENCE S51°25'37"E. a distance of 65.18 feet;
THENCE N78°29'36"E, a distance of 110.00 feet;
THENCE S11°30'24"E. a distance of 193.54 feet to the beginning of a
tangent curve, concave to the Northeast, having a radius of 1,030.00
feet;
THENCE Southeasterly along said curve, through a central angle of
26°19'27", an arc distance of 473.23 feet;
THENCE N52°10'09"E, a distance of 60.00 feet, to the beginning of a
non-tangent curve, concave to the Northeast, having a radius of 970.00
feet, the center of which bears N52°10'09"E;
THENCE Southeasterly along said curve through a central angle of
06°06'27", an arc distance of 103.40 feet;
THENCE N46°03'43"E, a distance of 122.43 feet;
THENCE S43°56'17"E, a distance of 66.81 feet;
THENCE S47°11'51"E, a distance of 100.91 feet;
THENCE N52°28'40"E, a distance of 131.50 feet;
THENCE N63°52'30"E, a distance of 198.74 feet;
THENCE N45°58'06"E a distance of 186.86 feet;
THENCE N20°39'25"E a distance of 80.53 feet;
THENCE N03°23'52"W a distance of 82.36 feet;
THENCE N36°01'32"E a distance of 93.31 feet;
THENCE N19°30'26"W a distance of 43.06 feet;
THENCE N40°58'24"W a distance of 101.90 feet;
THENCE N50°51'33"W a distance of 59.43 feet;
THENCE N25°35'36"W a distance of 36.36 feet;
THENCE N03°28'22"E a distance of 60.07 feet;

THENCE N27°20'33"E a distance of 60.58 feet;

THENCE N41°10'36"E a distance of 212.18 feet to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 1,427.50 feet, the center of which bears S48°54'23"W;

THENCE Northwesterly along said curve through a central angle of 04°10'24", an arc distance of 103.98 feet;

THENCE N44°43'59"E, a distance of 45.00 feet;

THENCE N45°26'32"W, a distance of 9.00 feet;

THENCE N44°22'58"E, a distance of 120.00 feet;

THENCE N37°57'52"E, a distance of 75.65 feet;

THENCE S36°52'18"E, a distance of 721.37 feet to a point on the East line of said Section 8;

THENCE S00°19'00"E, a distance of 811.56 feet;

THENCE S00°19'51"E, a distance of 651.86 feet;

THENCE S89°15'28"W, a distance of 2,642.16 feet;

THENCE S89°16'11"W, a distance of 1,319.79 feet;

THENCE N00°28'48"W, a distance of 655.34 feet;

THENCE S89°18'44"W, a distance of 1,197.28 feet;

THENCE N00°42'14"W, a distance of 72.65 feet;

THENCE N42°10'27"W, a distance of 342.88 feet to the beginning of a non-tangent curve, concave to the Northwest, having a radius of 845.00 feet, the center of which bears N46°55'34"W;

THENCE Southwesterly along said curve through a central angle of 46°57'01", an arc distance of 692.43 feet;

THENCE S00°01'30"W, a distance of 60.00 feet;

THENCE N89°58'30"W, a distance of 594.68 feet;

THENCE S00°31'37"E, a distance of 1,311.64 feet;

THENCE N89°55'51"W, a distance of 692.48 feet;

THENCE N22°54'16"E a distance of 810.76 feet;

THENCE N59°28'16"W a distance of 1,385.45 feet;

THENCE N59°30'41"W a distance of 2,662.66 feet;
THENCE N59°30'29"W a distance of 1,385.47 feet;
THENCE N30°29'31"E a distance of 407.54 feet;
THENCE N59°30'29"W a distance of 75.00 feet;
THENCE N80°03'48"W a distance of 150.96 feet;
THENCE N66°28'33"W a distance of 188.76 feet;
THENCE N42°42'29"W a distance of 137.40 feet;
THENCE N02°09'13"N a distance of 56.55 feet;
THENCE N14°57'58"E a distance of 85.47 feet;
THENCE N21°49'39"W a distance of 258.88 feet;
THENCE N28°55'06"E a distance of 254.73 feet;
THENCE N61°31'39"E a distance of 136.53 feet;
THENCE N72°52'39"E a distance of 422.49 feet;
THENCE N34°44'43"E a distance of 153.07 feet;
THENCE N71°28'23"E a distance of 111.45 feet;
THENCE N41°01'44"E a distance of 137.87 feet;
THENCE N58°21'09"E a distance of 292.98 feet;
THENCE S80°09'49"E a distance of 75.00 feet to the point of curve of a
non tangent curve to the left, of which the radius point lies
N80°09'49"W, a radial distance of 2,000.00 feet;
THENCE Northerly along the arc, through a central angle of 05°14'33",
a distance of 183.00 feet
THENCE N04°35'38"E, a distance of 1,046.83 feet;
THENCE S87°03'00"E, a distance of 1,101.85 feet;
THENCE N02°57'00"E, a distance of 99.08 feet;
THENCE N09°58'23"W, a distance of 1,861.54 feet;
THENCE N16°56'59"E, a distance of 280.91 feet;
THENCE N03°22'05"W, a distance of 633.45 feet to the POINT OF
BEGINNING.

The above described parcel contains 929.49 acres, more or less.

PARCEL 2

A parcel of land located in Section 5, T.18S., R.14E., of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 5, T18S., R.14E.;

THENCE along the North line of the Northwest quarter of said Section 5, S89°24'40"E, a distance of 919.94 feet to the POINT OF BEGINNING;

THENCE continuing S89°24'40"E, a distance of 1711.16 feet;

THENCE S89°26'12"E, a distance of 2,628.94 feet;

THENCE S00°33'46"E, a distance of 2,600.25 feet;

THENCE S00°29'09"E, a distance of 1,177.63 feet;

THENCE N63°51'17"W, a distance of 914.96 feet;

THENCE N31°25'45"W, a distance of 955.64 feet;

THENCE S69°24'01"W, a distance of 274.89 feet to a point on curve of a non tangent curve to the left, said curve being on the centerline of Quail Range Loop per the Final Plat of Quail Creek 2 Unit 16 recorded in Book 55, Page 62, Pima County Recorder, of which the radius point lies S69°24'01"W, a radial distance of 1,300.00 feet;

THENCE Westerly along the arc of said centerline of Quail Range Loop, through a central angle of 110°10'10", a distance of 2,499.67 feet;

THENCE S49°13'51"W, a distance of 58.50 feet;

THENCE leaving said centerline of Quail Range Loop N34°50'20"W, a distance of 908.75 feet; THENCE N55°03'30"W, a distance of 470.74 feet;

THENCE N62°43'56"W, a distance of 376.71 feet to the beginning of a non-tangent curve, concave to the West, having a radius of 322.50 feet, the center of which bears N87°18'49"W;

THENCE Northerly along said curve through a central angle of 12°45'07", an arc distance of 71.78 feet;

THENCE N10°03'57"W, a distance of 68.46 feet;

THENCE N58°08'56"E, a distance of 165.49 feet;

THENCE N20°16'58"E, a distance of 196.06 feet;

THENCE N59°42'02"E, a distance of 233.09 feet;
THENCE S61°26'23"E, a distance of 178.00 feet;
THENCE N85°54'34"E, a distance of 287.29 feet;
THENCE N28°33'37"E, a distance of 45.00 feet;
THENCE N08°33'37"E, a distance of 174.61 feet;
THENCE N43°44'51"W, a distance of 480.23 feet to the POINT OF BEGINNING.

The above described parcel contains 244.58 acres, more or less.

PARCEL 3

A parcel of land located in Sections 5 and 8, T.18S., R.14E., of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the aforementioned POINT "B", described in the legal description of PARCEL 1;

THENCE N43°30'00"E, a distance of 222.29 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 2600.00 feet;

THENCE Northerly along said curve, through a central angle of 19°23'44", an arc distance of 880.14 feet to the POINT OF BEGINNING;

THENCE N65°53'43"W, a distance of 45.00 feet;

THENCE N17°19'29"W, a distance of 365.55 feet;

THENCE N28°38'24"W, a distance of 319.69 feet;

THENCE N34°52'48"W, a distance of 269.69 feet;

THENCE N41°04'54"W, a distance of 58.17 feet;

THENCE N72°59'01"W a distance of 888.47 feet;

THENCE S88°08'09"W a distance of 65.69 feet;

THENCE S22°49'31"W a distance of 84.90 feet;

THENCE S65°06'02"E a distance of 40.00 feet;

THENCE S58°18'20"E a distance of 93.52 feet;

THENCE S53°17'39"E a distance of 95.03 feet;

THENCE S52°09'00"E a distance of 127.17 feet;

THENCE S55°16'49"E a distance of 97.42 feet;
THENCE S31°51'34"W a distance of 60.44 feet;
THENCE N75°07'27"W a distance of 30.48 feet;
THENCE N67°08'11"W, a distance of 61.67 feet;
THENCE N41°41'08"W, a distance of 131.83 feet;
THENCE N58°19'02"W a distance of 73.33 feet;
THENCE N80°40'31"W a distance of 50.02 feet;
THENCE S75°58'19"W. a distance of 58.64 feet;
THENCE N88°06'15"W, a distance of 52.06 feet;
THENCE N69°07'01"W a distance of 48.36 feet;
THENCE N48°01'26"W a distance of 52.87 feet;
THENCE N18°06'05"W a distance of 74.56 feet;
THENCE N08°25'37"W a distance of 106.61 feet;
THENCE N09°49'57"W a distance of 74.86 feet;
THENCE N09°56'55"W, a distance of 186.01 feet;
THENCE N80°03'05"E, a distance of 46.69 feet;
THENCE S68°04'15"E, a distance of 196.72 feet;
THENCE N67°24'03"E, a distance of 64.98 feet;
THENCE N19°01'53"E, a distance of 178.30 feet;
THENCE S70°16'15"E, a distance of 206.75 feet;
THENCE N65°15'48"E, a distance of 101.24 feet;
THENCE S57°59'26"E a distance of 122.37 feet;
THENCE S52°51'17"E, a distance of 232.85 feet;
THENCE S52°34'38"E a distance of 213.67 feet;
THENCE S64°12'16"E, a distance of 191.58 feet;
THENCE S64°19'02"E a distance of 190.06 feet;
THENCE S36°16'11"E, a distance of 297.39 feet;

THENCE S61°27'59"E a distance of 161.28 feet;

THENCE S65°06'09"E a distance of 120.17 feet to the beginning of a non-tangent curve, concave to the West, having a radius of 2,600.00 feet, the center of which bears N81°16'35"W;

THENCE Southerly along said curve through a central angle of 15°22'51", an arc distance of 697.96 feet to the POINT OF BEGINNING.

The above described parcel contains 17.94 acres, more or less.

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EXHIBIT B

DESCRIPTION OF THE INFRASTRUCTURE

PHASE ONE

- Campbell Avenue. A public roadway extending from the northern edge of the Quail Creek Planned Community to the southern edge of the Quail Creek Planned Community.
- Campbell Avenue Bridge. A clear-span drainage crossing at the southern end of the newly constructed Campbell Avenue.
- South Boundary Roadway. A public roadway to extend from the south termination of Campbell Avenue, traveling along the southern edge of the Quail Creek Planned Community, and terminating at the entrance of the development known as the Stonehouse development.
- Roadway Landscaping. Landscaping along both sides of Campbell Avenue and the South Boundary Roadway.
- Drainage Improvements. Necessary drainage improvements adjacent to Campbell Avenue, necessary to protect Campbell Avenue.
- Public Sewer System (partial). First phase of portions of the public sewer system within the District.
- Bridges at Wash Crossings (partial). Various necessary clear-span drainage crossings throughout the District and along Campbell Avenue and the South Boundary Roadway.

PHASE TWO

- Traffic Signalization. Two traffic signals (and related equipment), one to be located at the intersection of Quail Crossing Blvd. and Campbell Avenue, and one to be located at the intersection of Quail Crossing Blvd. and the Tucson Old Nogales Highway.
- Public Sewer System (partial). Second phase of portions of the public sewer system within the District.
- Bridges at Wash Crossings (partial). Various additional, necessary clear-span drainage crossings throughout the District and along Campbell Avenue and the South Boundary Roadway.

- Santa Cruz River Bank Protection. Bank protection along the banks of the Santa Cruz River.
- Fire Station, Park Improvements, and/or Other Regional Public Facilities. A fire station and additional improvements to the Park and other public facilities in the area of the District.

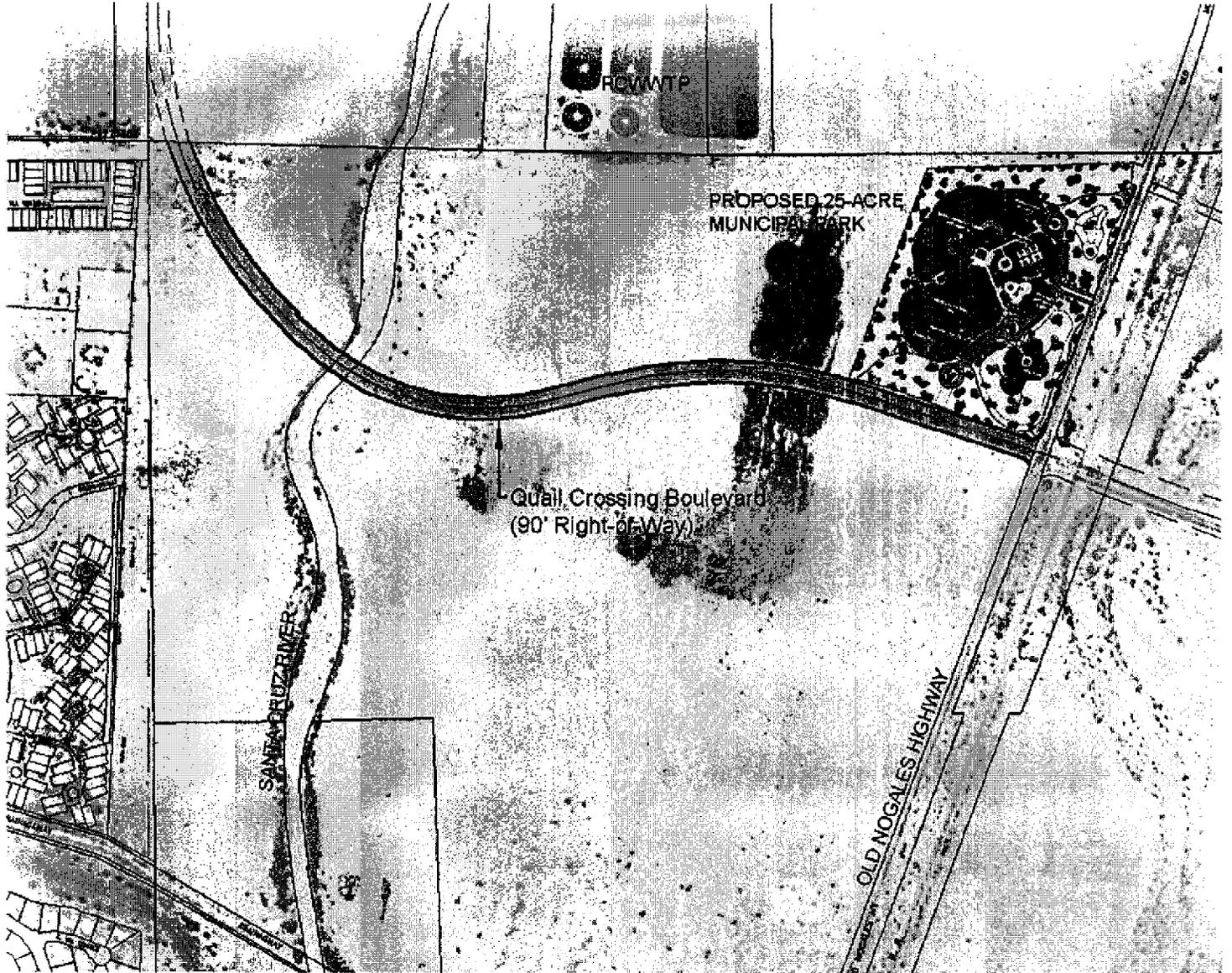
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EXHIBIT B-1

DESCRIPTION OF THE PARK RELATED SITE

[See following page]

12/14/21
407421
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Quail Crossing Boulevard
Proposed Alignment

EXHIBIT C

FORM OF CERTIFICATE OF ENGINEERS FOR

CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT
CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF
ACQUISITION PROJECT

(insert description of Acquisition Project/Segment)

STATE OF ARIZONA)
COUNTY OF PIMA)
TOWN OF SAHUARITA) ss.
QUAIL CREEK COMMUNITY)
FACILITIES DISTRICT)

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Quail Creek Community Facilities District (hereinafter referred to as the "District"), and the engineer employed by Robson Ranch Quail Creek, LLC (hereinafter referred to as "Quail Creek"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement (Quail Creek Community Facilities District), dated as of September 1, 2005 (hereinafter referred to as the "Agreement"), by and among the District, the Town of Sahuarita, Arizona and Quail Creek that:

1. The Segment indicated above has been performed in every detail pursuant to the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the Acquisition Project Construction Contract (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Segment Price as publicly bid and including the cost of approved change orders for such Segment is \$.....

3. Quail Creek provided for compliance with the requirements for public bidding for such Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes, as amended) in connection with award of the Acquisition Project Construction Contract for such Segment.

4. Quail Creek filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Segment with the Municipality.

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5. Quail Creek obtained good and sufficient performance and payment bonds in connection with such Contract.

DATED AND SEALED THIS DAY OF, 200..

[P.E. SEAL]

By.....
District Engineer

[P.E. SEAL]

By.....
Engineer for Quail Creek

[Confirmed for purposes of Section 3.5
of the Development Agreement by

.....
Manager for Quail Creek
Community Facilities District*]

**[THIS WILL BE REQUIRED
FOR EVERY SEGMENT ACQUIRED
WITH PROCEEDS OF THE
SALE OF THE BONDS!!!]**

* To be inserted if the provisions of Section 3.5 hereof are applicable to the respective Segment of the Project

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02420

EXHIBIT D

FORM OF CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT
CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT

(Insert description of Acquisition Project/Segment)

STATE OF ARIZONA)
COUNTY OF PIMA)
TOWN OF SAHUARITA) ss.
QUAIL CREEK COMMUNITY)
FACILITIES DISTRICT)

KNOW ALL MEN BY THESE PRESENTS THAT:

.....("....."),
for good and valuable consideration received by from
Quail Creek Community Facilities District, a community facilities
district formed by the Town of Sahuarita, Arizona (the
"Municipality"), and duly organized and validly existing pursuant to
the laws of the State of Arizona (the "District"), receipt of which is
hereby acknowledged [, and the promise of the District to hereafter
pay the amounts described in the hereinafter described Development
Agreement], does by these presents grant, bargain, sell and convey to
the District, its successors and assigns, all right, title and
interest in and to the following described property, being the subject
of a District Development, Financing Participation and Intergovern-
mental Agreement (Quail Creek Community Facilities District), dated as
of September 1, 2005, by and among Robson Ranch Quail Creek LLC, the
Municipality and the District and more completely described in such
Development Agreement:

[Insert description of Acquisition Project/Segment]

together with any and all benefits, including warranties
and performance and payment bonds, under the Acquisition Project
Construction Contract (as such term is defined in such Development
Agreement) or relating thereto, all of which are or shall be located
within utility or other public easements dedicated or to be dedicated
by plat or otherwise free and clear of any and all liens, easements,
restrictions, conditions, or encumbrances affecting the same [, such
subsequent dedications not affecting the promise of the District to
hereafter pay the amounts described in such Development Agreement"],

* Insert with respect to any acquisition financed pursuant to Section 5.1(b)
hereof.

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but subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities or other matters as set forth on Exhibit I hereto.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever; and does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of and no other.

..... binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and hereby agrees that the amounts specified above and paid [or promised to be paid*] to hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to under such Development Agreement except as above provided.

....., in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. has the full legal right and authority to make the sale, transfer, and assignment herein provided.
2. is not a party to any written or oral contract which adversely affects this Conveyance.
3. is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.
4. is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.

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5. The person executing this Conveyance on behalf of has full authority to do so, and no further official action need be taken by to validate this Conveyance.

6. The facilities conveyed hereunder are all located within property owned by or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, has caused this Conveyance to be executed and delivered this day of, 200..

.....

By.....

By.....

Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

 This instrument was acknowledged before me on
....., 200.. by, of
....., an Arizona corporation, on behalf of said
corporation.

.....
Notary Public

.....
Typed/Printed Name of Notary

[NOTARY SEAL]

My Commission Expires:.....

EXHIBIT I

TO

CONVEYANCE OF SEGMENT OF PROJECT

(Insert description of Project/Segment)

03420 40721

EXHIBIT E

FORM IS DISCLOSURE STATEMENT

QUAIL CREEK COMMUNITY FACILITIES DISTRICT

DISCLOSURE STATEMENT

Robson Ranch Quail Creek, LLC, an Arizona limited liability company (the "Developer"), in conjunction with the Town of Sahuarita, Arizona (the "City"), have established a community facilities district ("CFD") at the development known as "Quail Creek." The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability for each property owner of Quail Creek resulting from being in the CFD.

BACKGROUND

On September 30, 1988, the Arizona Community Facilities District Act became effective. This provision in State law was created to allow Arizona municipalities to form CFDs for the primary purpose of financing the acquisition, construction, installation, operation and/or maintenance of public infrastructure improvements, including water and sewer improvements.

HOW THE CFD WORKS

On September 12, 2005, the Mayor and Council of the City formed the CFD which includes all of the residential and commercial property in Quail Creek. An election was held on November 8, 2005, at which time the owners of the property within the CFD voted to authorize up to \$30,000,000 of *ad valorem* tax bonds to be issued over time by the CFD to finance the acquisition or construction of water and sewer improvements. The improvements have been or will be dedicated to the City after acquisition or construction of such public infrastructure by the District. The City will operate and maintain such improvements.

WHAT WILL BE FINANCED?

The CFD has been established to finance up to \$30,000,000 in public infrastructure improvements within Quail Creek including financing costs related to such improvements. The initial bond issue is expected to be approximately \$.....,000. The proceeds of this bond issue is currently expected to be utilized to finance the engineering, design and construction of In addition, it is anticipated that approximately \$.....,000 in bonds will be issued over the next years for future phases of infrastructure at Quail Creek.

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BENEFITS TO RESIDENTS

The bond issues by the CFD will benefit all residents within Quail Creek by providing roadway, park and sewer improvements. This benefit was taken into account by the Developer in connection with establishing the price of the lot on which your home is to be located. Each resident of the CFD will participate in the repayment of the bonds in the form of an additional property tax to the current property taxes assessed by other governmental entities. This added tax is currently deductible for purpose of calculating federal and state income taxes.

PROPERTY OWNERS' TAX LIABILITY

The obligation to retire the bonds will become the responsibility of any property owner in the CFD through the payment of property taxes collected by the Pima County Treasurer in addition to all other property tax payments. **(PLEASE NOTE THAT NO OTHER AREA WITHIN THE BOUNDARIES OF THE CITY IS SUBJECT TO A PROPERTY TAX LEVIED BY ANY OTHER COMMUNITY FACILITIES DISTRICT.)** Beginning in fiscal year 2003-04, the CFD levied a not to exceed \$[total tax rate] per \$100.00 of secondary assessed valuation tax rate to provide for repayment of the bonds and the payment of certain administrative expenses associated therewith a portion of the valuation to provide for the expenses of the CFD and of operation and maintaining the infrastructure it finances.

Although the level of the tax rate is not limited by law, the tax rate of the CFD is not expected to exceed \$3.00 per \$100.00 of secondary assessed valuation for as long as the bonds are outstanding. The tax rate will be maintained initially at the \$3.00 level by means of agreements with the Developer which require the Developer to provide for the difference above such \$3.00 rate. **(There can be no guarantee that the Developer will be able to make such payments in the future and, if it cannot, tax rates will be increased to provide for such repayment.)** As growth of the tax base occurs within the CFD, it is anticipated that such payments from the Developer will no longer be necessary if debt service is covered by the \$3.00 tax rate at which time the District may release the developers from such obligations.

IMPACT OF ADDITIONAL CFD PROPERTY TAX

The following illustrates the additional annual tax liability imposed by the CFD, based on varying residential values within Quail Creek and a \$3.00 tax rate:

**Market Value
of Residence**

**Estimated Annual
Additional Tax Liability***

\$150,000	\$
200,000	
250,000	
300,000	
350,000	
400,000	

***Assumptions:**

1. Market value is not the same as full cash value as reported by the County Assessor, which is typically 85% of market value.
2. Assumes residential property assessment ratio will remain at 10%.
3. Tax amount is computed by multiplying the tax rate per \$100 of assessed value by full cash value times the assessment ratio.

Additional information regarding the description of infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the Town of Sahuarita City Clerk's office.

Your signature below acknowledges that you have read this disclosure document at the time you made your decision to purchase property at Quail Creek and you signed your purchase contract and that you understand the property you are purchasing will be taxed to pay the CFD bonds described above.

.....
Home Buyer(s) Signature/Date

.....
Home Buyer(s) Printed Name(s)

.....
Home Buyer(s) Signature/Date

.....
..... Parcel
No. Lot No.