

WHEN RECORDED RETURN TO:

Gust Rosenfeld P.L.C.
Attn: Scott W. Ruby, Esq.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

**EASTMARK COMMUNITY FACILITIES DISTRICT NO. 1
(CITY OF MESA, ARIZONA)
WAIVER AND DEVELOPMENT AGREEMENT
PERTAINING TO THE TO BE FORMED ASSESSMENT DISTRICT NO. 2**

This Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 2, dated November 25, 2013 (the "*Agreement*") by and among the undersigned owners of the land within the District including DMB Mesa Proving Grounds, LLC, a Delaware limited liability company (the "*Primary Landowner*") and other owners executing this Agreement prior to formation of Assessment District No. 2.

WHEREAS, the City of Mesa, Arizona, an Arizona municipal corporation (the "City") and the Primary Landowner are parties to that certain Pre-Annexation Development Agreement recorded November 13, 2008 as Instrument No. 2008-974928 in the Official Records of Maricopa County as amended by that certain First Amendment to Pre-Annexation Development Agreement, recorded May 31, 2011 as Instrument No. 2011-0456472 and rerecorded June 16, 2011 as Instrument No. 2011-0504366 in the Official Records of Maricopa County, as the same may be further amended from time to time (the "Development Agreement") in connection with the planned community development project on the land subject thereto known as "Eastmark" (the "Project"); and

WHEREAS, pursuant to the Development, Financing, Participation and Intergovernmental Agreement No. 1 for Eastmark Community Facilities District No. 1, dated as of April 26, 2012 and recorded May 11, 2012 at Instrument No. 20120401237 in the Official Records of Maricopa County Records (the "*District Agreement*"), the Primary Landowner intends to request the District to form assessment district number 2 (the "*Assessment District No. 2*") comprised of the property described and shown on Exhibit A attached hereto (the "*Property*") for the purpose of providing certain public infrastructure purposes (as defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*")) such public infrastructure purposes to be located on or off the Property; and

WHEREAS, the Primary Landowner, other owners executing this Agreement and all persons hereafter taking an interest in the Property shall be bound by the terms, waivers and agreements set forth in this Agreement and bound by the Assessments (as defined hereafter) recorded against the Property; and

WHEREAS, subject to the terms of the District Agreement, the proposed public infrastructure purposes to be provided by the Assessment District No. 2 shall consist of:

A. Acquisition, installation and/or construction of the public infrastructure (as such term is defined in the Act) described on Exhibit B attached hereto and all incidental improvements related thereto;

B. All engineering, legal, financial and incidental costs and expenses incurred in completing the acquisition, installation and construction of the public infrastructure (as such term is defined in the Act) described in paragraph A above and the costs and expenses incurred in connection with the levy of the assessment and issuance and sale of the Assessment District No. 2 bonds;

C. Capitalized interest on such Assessment District No. 2 bonds, if any, for a period not to exceed the aggregate time for completion of all construction of and acquisition of the public infrastructure listed above, plus six months thereafter; and

D. A debt service reserve fund created for such Assessment District No. 2 bonds.

Collectively, the public infrastructure purposes, described in paragraphs A through D above and the costs and expenses thereof shall hereinafter be referred to as the "*Work*".

WHEREAS, persons having or hereafter acquiring only a lienholder's interest or other security interest in the Property ("*Lienholder*" or "*Lienholders*", as applicable) including the Lienholder as shown on the Consent and Agreement attached hereto, consent to these terms and provisions of the District Agreement and this Agreement and the recording thereof and the levying of Assessments against the Property; and

NOW, THEREFORE, the District, Primary Landowner and undersigned landowners, and all future owners or holders of any interest in any portion of the Property, hereto agree as follows:

1. **Development Agreement and Agreement Allocating Assessments.** This Agreement is a "development agreement" within the meaning of Arizona Revised Statutes § 9-500.05 ("A.R.S.") and the written agreement allocating the assessments is authorized pursuant to A.R.S. § 48.721, as amended.

2. **Reliance on Agreement.** This Agreement does not create a binding commitment on the part of the District to actually form the Assessment District No. 2, or, if formed, of the District or Assessment District No. 2 to sell or deliver such Assessment District No. 2 bonds or construct, install or acquire any or all of the Work, or if it does construct, install or acquire any of the Work, to construct, install or acquire it pursuant to any existing proposals. However, the District, and if formed, the Assessment District No. 2, and Primary Landowner, in going forward

with the Work, is doing so in reliance upon this Agreement to have the Property included within the to-be-formed Assessment District No. 2 and assessed for the costs thereof.

3. **Review and Approval of the Boundaries, Scope of Work and Assessment.**

i. The undersigned landowners, including the Primary Landowner, as the sole owners of all the Property, have reviewed or have had the opportunity and right to review the boundaries of the Assessment District No. 2, the preliminary plans and specifications detailing the Work and the current estimate of the costs of the Work (the "*Cost Estimate*"). The undersigned landowner(s), including Primary Landowner, agree the costs of the Work shall be spread among the parcels comprising the Property within the proposed Assessment District No. 2 utilizing a methodology determined by the Assessment District No. 2 Engineer (the "*Engineer*") based on the expected benefit to the residential lots to be developed on the Property, provided the Engineer's estimate of the costs of Work (the "*Engineer's Estimate*") will not exceed, \$3,370,500 and such assessment amount shall be allocated and levied to each developable parcel (residential lot) within the Assessment District No. 2 in an amount not to exceed \$3,500 per parcel (residential lot).

ii. The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property expressly consent to the following: (a) the District may take all required actions as necessary to form the Assessment District No. 2 in accordance with the provisions of the District Agreement and the Act; (b) the District and, if formed, the Assessment District No. 2, may incur costs and expenses necessary to complete or acquire the Work; and (c) the District or, if formed, the Assessment District No. 2, may levy and collect an assessment on the Property sufficient to pay all costs and expenses of the Work (including Work benefitting the Property in the proposed Assessment District No. 2, which Work may be constructed, installed or performed prior to or after the execution hereof) and the costs of levying the assessment and the issuance of the Assessment District No. 2 bonds, but not in excess of the Engineer's Estimate prepared in accordance with the applicable requirements of the District and the Act (the "*Assessments*").

4. **No Protest, Objection or Request for Hearings.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, agree to allow the formation of the proposed Assessment District No. 2 and to allow the Assessment District No. 2, if formed, to take all steps necessary to levy, confirm and record Assessments against the Property and to issue such Assessment District No. 2 bonds supported by the Assessments. The undersigned landowners, including the Primary Landowner, and all future owners of any portion of the Property acknowledge and agree, to the fullest extent permitted by applicable law, that pursuant to A.R.S. § 9-500.05 the provisions of A.R.S. § 32-2181 do not apply and that pursuant to this Agreement the parties waive their right to appear before the Board of Directors of the District on any hearing required at or prior to the confirmation of the Assessments and waive their right to: (a) protest and object to the extent of the Assessment District No. 2 pursuant to A.R.S. § 48-579 and 580; (b) protest the award of contract pursuant to A.R.S. § 48-584 and (c) object to the Assessments pursuant to A.R.S. § 48-590.

5. **Approval of Proceedings.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, with

full knowledge of the provisions of Title 48, Chapter 4, Articles 2 and 6, of the Arizona Revised Statutes and their rights thereunder (or having obtained counsel to advise them of the provisions and their rights), expressly waive any and all irregularities, illegalities or deficiencies which may now or hereafter exist in the acts or proceedings resulting in the formation of the District, the formation of the Assessment District No. 2, the adoption of the resolution of intention and the resolution ordering the Work, the levying of the Assessments against the Property and the issuance of Assessment District No. 2 bonds secured by the Assessments levied against the Property.

6. **Waiver.** The undersigned landowners, including the Primary Landowner and all future owners or holders of any interest in any portion of the Property, with full knowledge of the provisions and their rights under the provisions of law hereafter referenced, expressly waive the following:

i. any defect in the proceedings establishing the District, as required by A.R.S. § 48-702 through § 48-708, inclusive, and agree that, to the extent of any defect, this Agreement shall constitute the petitions required by law to form and establish the District without conducting an election;

ii. the providing of any and all notices and response time periods related to such notices provided by A.R.S. § 48-576 *et seq.*, as amended, including but not limited to the following:

a. mailing, posting and publication, as applicable, of any notice required in connection with: (A) the adoption of the resolution of intention, (B) the notice of proposed improvements, (C) the adoption of the resolution ordering the Work, (D) notice of passage of the resolution ordering the Work, (E) notice of award of contract and (F) any other steps necessary in connection with the Assessment District No. 2 or the Work; and

b. any and all notices pertaining to the levying of the Assessments, including notice of any hearing on the Assessments;

iii. any and all objections and protests to the extent of the Assessment District No. 2;

iv. any and all objections to the adoption and approval by the District or the Assessment District No. 2 of the plans and specifications, the Engineer's Estimate of the costs of the Work and the assessment diagram, all of which provide for and effectuate the completion of the Work;

v. any and all protest rights against the Work and objections to the awarding of one or more acquisition or construction contracts for the Work;

vi. any and all claims or defenses, known or unknown, they may now or subsequently have against the Assessments or the Assessment District No. 2 bonds; and

vii. all demands for cash payment of the Assessments.

Nothing contained in this Agreement shall be construed as a waiver by any party to this Agreement of any notice required by A.R.S. §§ 48-600 or 48-601 of delinquent assessment installments.

7. **Work as More Than Local and Ordinary Benefit.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, agree that the Work is of more than local or ordinary public benefit and that the Work constitutes a public infrastructure purpose and that the Property which is subject to the Assessments receives the primary benefit from the Work in an amount not less than the Engineer's Estimate of the costs thereof, and not less than the portion of the Assessment levied against each parcel or lot comprising the Property.

8. **Public Bidding.** The public bidding requirements set forth in A.R.S. § 48-581 and 584 have been or will be complied with by the Landowner on behalf of the District with respect to each contract comprising the Work.

9. **Performance of the Work.** The District or the Assessment District No. 2 may immediately upon issuance of such Assessment District No. 2 bonds acquire all or part of the Work.

10. **Acceptance of Assessment.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, agree to accept Assessments in an amount not greater than the Engineer's Estimate against all developable parcels located within the boundaries of Assessment District No. 2, as provided in Section 3.i, not in excess of \$3,500 per developable parcel (residential lot); and that such Assessments shall be collected and foreclosed in accordance with A.R.S. § 48-601 *et seq.*, as amended and in accordance with any other documents executed and delivered in connection with the delivery of the Assessment Bonds.

11. **Recording and Validity of Assessments.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, consent to the recordation of the Assessments against the Property and agree upon such recording the Assessments shall constitute valid and enforceable first liens against the respective parcels comprising the Property as shown and the amounts set forth in the Assessments, subject only to the lien for ad valorem taxes.

12. **Assessments to go to Bond.** Except as the undersigned landowners, including the Primary Landowner, or any future owner or holder of any interest in any portion of the Property, otherwise notifies the Assessment District No. 2 in writing prior to the recording of the Assessments of their intent to pay all or part of their Assessment in cash, Assessments will not be paid in cash. With respect to Assessments not paid in cash, the undersigned landowners, including the Primary Landowner, request, and all future owners or holders of any interest in any portion of the Property agree, that a certified list of unpaid Assessments be filed as soon as possible after the recording of the Assessments and that Assessment District No. 2 bonds amortizing the payment of the Assessments over not less than fifteen (15) years be issued and sold as soon as possible.

13. **Acceptance of Partial Assessment.** The inability of the District or the Assessment District No. 2 to assess all or any portion of the costs of the Work shall not reduce the obligation of the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, so long as the Landowner or future owner or holder of any interest in any portion of the Property owns all or part of any parcel comprising the Property, to pay the costs of the Work.

14. **Waiver of Collateral Document Provisions.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, expressly waive any and all provisions of any collateral security instruments relating to the Property which prohibits the formation of the Assessment District No. 2, completion of the Work and levying and recording of the Assessments against the Property.

15. **Dedication of Property Needed to Perform the Work.** The undersigned landowners, including the Primary Landowner and all future owners or holders of any interest in any portion of the Property, consent to the dedication, without cost, of the rights-of-way and easements and other property, as required pursuant to the Map of Dedication and those certain final approved infrastructure improvement plans for the Work, described on Exhibit C and attached hereto. The undersigned landowners, including the Landowner, and all future owners or holders of any interest in any portion of the Property, agree to cooperate in effectuating any required dedication, including execution of any required document.

16. **Indemnification Under Securities Act.** The Primary Landowner hereby agrees to indemnify and hold the District and the City and each director, council member, officer, agent, legal counsel, independent contractor or employee thereof and each person, if any, who controls the District and the City, its officers, employees and agents, within the meaning of the Securities Act of 1933, as amended (the "*Securities Act*") (collectively the "*Indemnified Persons*") harmless for, from and against any and all losses, claims, damages or liabilities, including reasonable attorney's fees arising from any challenge to the formation, activities or administration of the District, or any losses, claims, damages or liabilities, including reasonable attorney's fees related to which any of the Indemnified Persons may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities, including attorney's fees (or actions in respect thereof) arise out of or are based upon any untrue statement or any alleged untrue statement or material fact set forth in any official statement applicable to the Assessment District No. 2's 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. This Section 16 shall survive the termination hereof. This Section 16 shall not be applicable to U.S. Bank National Association (the "Bank"), or any wholly owned affiliate of the Bank, as lienholder or owner of the Property or, from time to time, portions thereof.

17. **General Indemnification of District and Directors.** The Primary Landowner hereby agrees to indemnify the District and each director, officer, agent, legal counsel, employee, independent contractor, and the City, its officers, employees, agents, independent contractors and council members (collectively, the "*Indemnified Parties*") and shall hold the Indemnified Parties

harmless from, for and against any and all losses, damages, liabilities, claims and reasonable costs incurred, including but not limited to reasonable attorneys' fees and other administrative or out of pocket costs actually and directly incurred by the Indemnified Parties in connection with or as the result of acts of the District or the District Board which are (i) within the scope of the District or District Board's authority under the Securities Act, or (ii) undertaken by the District or District Board in a properly advertised public meeting. This Section 177 shall survive the termination hereof. This Section 17 shall not be applicable to the Bank, or any wholly owned affiliate of the Bank, as lienholder or owner of the Property or, from time to time, portions thereof.

18. **Disclosure Document.** The undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion of the Property, hereby agree that any potential purchaser of any real property subject hereto, including each potential purchaser of a residential lot within the District, shall receive a concise disclosure document that discloses the existence, the estimated payment amount and the payment terms of any portion of the Assessment applicable to the real property to be purchased. Each potential purchaser shall acknowledge in writing that the purchaser received and understood the concise disclosure document and has agreed to the terms, waivers and agreements contained in this Agreement. The District agrees to maintain records of the written acknowledgments. The provisions of this Agreement shall not apply to the sale, transfer or other conveyance of any real property which is not subject to the Assessment.

19. **Encumbrance of the Property.** The provisions, terms and restrictions of this Agreement shall run with and bind the Property as equitable servitudes and also as covenants running with the land. Without limitation of the foregoing, in the event of any sale, transfer or other conveyance by the undersigned landowners, including the Primary Landowner, and all future owners or holders of any interest in any portion thereof, the Property or such portion thereof shall continue to be bound by all of the terms, conditions and provisions hereof. Prior to the completion of the Work, the levy of the Assessments pertaining to the Work and the issuance of Assessment District No. 2 bonds secured by the Assessments, any purchaser, transferee or other subsequent owner shall execute and deliver to the District Exhibit D attached hereto, and shall take such property subject to all of the terms, conditions and provisions hereof and any purchaser, transferee or other subsequent owner shall take such property entitled to all of the rights, benefits and protections afforded the predecessor in interest thereof by the terms hereof.

20. **Recording.** This Agreement may be recorded in the office of the County Recorder of Maricopa County, Arizona.

21. **Continuing Disclosure.** So long as the Primary Landowner, or any future owner or holder of any interest in any portion of the Property, is liable for 20% or more of the debt service on any Assessment District No. 2 bonds, the Primary Landowner, or any future owner of any portion of the Property, solely with respect to its assessed property, will provide any and all information needed, as may be reasonably requested by the District, or required to comply with the information reporting requirements contemplated by Rule 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934.

22. **Successors and Assigns.** This Agreement, when executed by each such party, shall inure to the benefit of and (except as otherwise expressly provided herein) be binding upon the undersigned landowners, including the Primary Landowner, and its future grantees, successors and assigns, including the Lienholder and any future owner or holder of any interest in any portion of the Property. There shall be no third party beneficiaries of this Agreement, except that solely for the purposes of receiving the benefits of the provisions of Sections 16 and 17 of this Agreement, the undersigned landowners, including the Primary Landowner, hereby agree that the City shall be a third party beneficiary of the terms and provisions of Sections 16 and 17 of this Agreement.

23. **Authority.** The undersigned landowners, including the Primary Landowner, each warrant that it has the requisite authority to enter into this Agreement and bind the Property and, to the best of its knowledge, no other consents are required except the Lienholder's.

24. **Further Assurances.** Without limitation of the foregoing, the undersigned landowners, including the Primary Landowner, and all future owners and holders of any interest in any portion of the Property, shall execute and deliver to Primary Landowner and the District, upon request but at no third-party cost, all further assurances and waivers as may be required by the District and the Act to give full effect to the provisions of this Agreement, each of which further assurances and waivers by this reference shall, upon such execution, delivery and recording, be deemed incorporated herein and have the same priority as this Agreement.

25. **Counterparts.** For convenience, this Agreement may be executed in one or more counterparts and each executed counterpart and all executed Exhibit D's shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument. This Agreement will constitute the entire agreement between the parties, and supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement.

26. **Waiver by Primary Landowner.**

i. Except as to certain payments or reimbursements applied for by the Primary Landowner pursuant to the District Agreement, the Primary Landowner knowingly and voluntarily forever releases and discharges the District and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts and damages occurring and existing prior to the date of this Agreement whether known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Primary Landowner has against the District in connection with the Project arising from actions omissions, delays or other events that occurred prior to the date of this Agreement.

ii. Except as to matters which are subject to the express terms of the Development Agreement and any other written agreement to which the City and the Primary Landowner are parties as of the date of this Agreement, the Primary Landowner knowingly and voluntarily forever releases and discharges the City and all of their past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives

from all legal and equitable claims, causes of action, debts, accounts and damages occurring prior to the date of this Agreement whether known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Primary Landowner has against the City in connection with the Project arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

iii. None of the releases and discharges above are intended to, and do not negate or otherwise relieve the City of any executory contractual obligations under existing contracts or of any obligations under any applicable law, statute, or ordinance.

27. **Failure to Sell Bonds.** In the event the District fails or is otherwise unable to sell and/or deliver Assessment District No. 2 bonds in an amount sufficient to allow the District to pay the amounts need to pay the costs of the Work and upon written request of the owner or owners of the real property within the Assessment District No. 2, the District agrees to adopt proceedings that dissolves and terminates any Assessment District No. 2 or assessment lien, established by the District, encumbering the Property.

28. **Lienholder and Future Landowner Consent.** The Primary Landowner represents that the only Lienholder is U.S. Bank National Association, a national banking association. Primary Landowner agrees that upon the sale of any portion of the Property, the Primary Landowner will require the execution and delivery of Exhibit D by each purchaser, and upon request by the Assessment District No. 2 the undersigned landowners will execute and deliver Exhibit D to Assessment District No. 2.

[SIGNATURES ON FOLLOWING PAGES]

PRIMARY LANDOWNER:

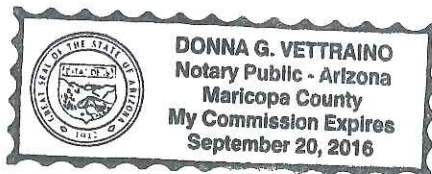
DMB MESA PROVING GROUNDS, LLC., a
Delaware limited liability company

By DMB Associates, Inc., Project Manager

By *Andrew Beams*
Name: ANDREW BEAMS
Its: Executive Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25th day of November, 2013, by Andrew Beams the Executive Vice President of DMB Associates, Inc., the Project Manager of DMB Mesa Proving Grounds, LLC, a Delaware limited liability company.




Donna G. Vettrano
Notary Public

(Affix Notary Seal Here)

ADDITIONAL LANDOWNERS:

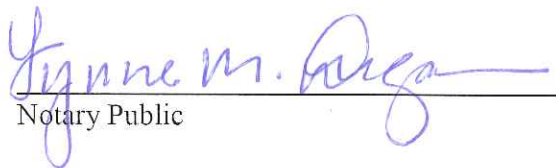
TAYLOR MORRISON/ARIZONA, INC.,
an Arizona corporation

By 
Name: Charles Enochs
Its: president

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25th day of November, 2013 by Charles Enochs the president of TAYLOR MORRISON/ARIZONA, INC., an Arizona corporation.




Notary Public
(Affix Notary Seal Here)

MATTAMY ARIZONA, LLC,
an Arizona limited liability company

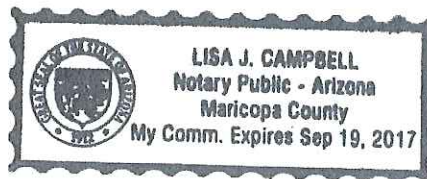
By *[Signature]*
Name: Ryan Huttman
Its: Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 13 day of December, 2013 by Ryan Huttman the Vice President of Mattamy Arizona, LLC, an Arizona limited liability company.

[Signature]
Notary Public

(Affix Notary Seal Here)



WOODSIDE HOMES SALES AZ, LLC,
a Delaware limited liability company

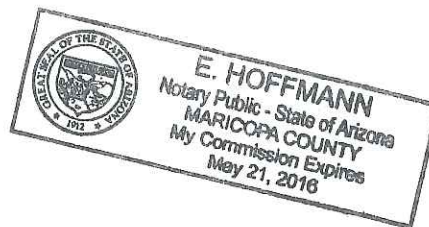
By [Signature]
Name: GENE MORRISON
Its: PREP

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 15 day of Jan,
2014 by Gene Morrison the President of Woodside Homes
Sales AZ, LLC, a Delaware limited liability company.

[Signature]
Notary Public

(Affix Notary Seal Here)



ARCADIA DMB LAND VENTURES LLC,
a Delaware limited liability company

By: Arcadia Capital Group I LLC, an Arizona
limited liability company, its Manager

By

Name:

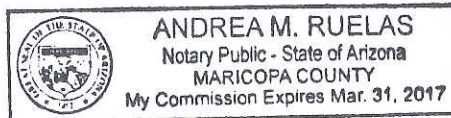
Its:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 31 day of JANUARY,
2014, by Michael R Forsum the MANAGER of Arcadia Capital
Group I LLC, an Arizona limited liability company, the Manager of ARCADIA DMB LAND
VENTURES LLC, a Delaware limited liability company.

Andrea M Ruelas
Notary Public

(Affix Notary Seal Here)



WILLIAM RYAN HOMES ARIZONA, INC.,
an Arizona corporation

By William J. Ryan
Name: William J. Ryan
Its: CEO

By David Walls
Name: David Walls
Its: Vice President

Illinois
STATE OF ARIZONA)
Cook) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29 day of January, 2014, by William J. Ryan the CEO of William Ryan Homes Arizona, Inc., an Arizona corporation.

Kanda C. McMullen
Notary Public

(Affix Notary Seal Here)



Illinois
STATE OF ARIZONA)
Cook) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 29 day of January, 2014, by David Walls the Division President of William Ryan Homes Arizona, Inc., an Arizona corporation.

Kanda C. McMullen
Notary Public

(Affix Notary Seal Here)



SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By B8
Name: Buddy Satterfield
Its: VICE president

By DP4
Name: DAVID garcia
Its: Assistant Secretary

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 18th day of March,
2014, by Buddy Satterfield the VICE president and
by DAVID garcia the Assistant Secretary
of SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership.

Commission expires:
August 7, 2015

Desiree Dollarhide
Notary Public

(Affix Notary Seal Here)



EASTMARK COMMUNITY FACILITIES
DISTRICT NO. 1 (CITY OF MESA, ARIZONA)

By _____
Name: _____
Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____ the Manager of Eastmark Community Facilities District No. 1 (City of Mesa, Arizona).

Notary Public

(Affix Notary Seal Here)

**LIENHOLDER
CONSENT AND ACKNOWLEDGEMENT**

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 2, dated November __, 2013 initially by and among the Eastmark Community Facilities District No. 1, Primary Landowner (as defined therein) and certain other landowners of the Property, to which this Lienholder Consent and Acknowledgement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Lienholder Consent and Acknowledgement shall have the meanings set forth in the Agreement. The undersigned, as a lienholder having an interest in real property within the proposed Assessment District No. 2, hereby consents to the terms of the Agreement, acknowledges that the Agreement shall bind all the Property in which the undersigned has an interest within the District, and authorizes the recordation of the Agreement with respect to all such Property. Without limitation of the foregoing, the undersigned Lienholder acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Deed of Trust or other collateral security instruments by the Primary Landowner in favor of the undersigned Lienholder; provided, the preceding is not intended to, and shall not apply, to any provision of such Deed of Trust or other security instrument pertaining to the failure of the Primary Landowner to pay any assessment levied on any parcel remaining subject to the Deed of Trust in favor of the Lienholder. Further, in no event shall anything in this Lienholder Consent and Acknowledgement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED: _____, 2013

LIENHOLDER:

U.S. BANK NATIONAL ASSOCIATION, a
National Banking Association

By _____
Name: _____
Its _____

STATE OF CALIFORNIA

)

) SS.

COUNTY OF _____)

On _____ before me,

(here insert name of the officer)

Notary Public, personally appeared _____ who proved

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACCEPTANCE OF LIENHOLDER CONSENT:

EASTMARK COMMUNITY FACILITIES
DISTRICT NO. 1 (CITY OF MESA, ARIZONA)

By: _____

Name: _____

Its: Manager

DATED: _____, 2013

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013 by _____ the Manager of Eastmark Community Facilities District No. 1 (City of Mesa, Arizona).

Notary Public

(Affix Notary Seal Here)

EXHIBIT A

LEGAL DESCRIPTION

[INSERT DESCRIPTION OF PLATTED LOTS IN PHASE 2]

Exhibit A
To Eastmark Community Facilities District No. 1
Waiver and Development Agreement
Pertaining to the to be Formed Assessment District No. 2

DMB Mesa Proving Grounds LLC, a Delaware limited liability company as to Lots 74 through 113, inclusive, 137 through 145, inclusive, 199 through 212, inclusive, 230 through 338, inclusive, and 473 through 569, inclusive, on the Final Plat for Eastmark Development Unit 7 North, Parcels 7-6, 7-7, 7-8, 7-9, 7-10, 7-11 and 7-12, recorded on Book 1167 of Maps, Page 43, official records of Maricopa County, Arizona.

DMB Mesa Proving Grounds LLC, a Delaware limited liability company as to Lots 1 through 295, inclusive, and 382 through 385, inclusive, Eastmark Development Unit 7 North, Parcels 7-13, 7-14, 7-15, 7-16 and 7-17, a subdivision according to the plat recorded in Book 1171 of Maps, page 32, official records of Maricopa County, Arizona.

Taylor Morrison/Arizona, Inc., an Arizona corporation as to Lot 1 through 56, inclusive, on the Final Plat for Eastmark Development Unit 7 North, Parcels 7-6, 7-7, 7-8, 7-9, 7-10, 7-11 and 7-12, recorded on Book 1167 of Maps, Page 43, official records of Maricopa County, Arizona.

Woodside Homes Sales AZ, LLC, a Delaware limited liability company as to Lots 57 through 73, inclusive, and Lots 114 through 136, inclusive, on the Final Plat for Eastmark Development Unit 7 North, Parcels 7-6, 7-7, 7-8, 7-9, 7-10, 7-11 and 7-12, recorded on Book 1167 of Maps, Page 43, official records of Maricopa County, Arizona.

Arcadia DMB Land Ventures, LLC, a Delaware limited liability company as to Lots 146 through 198, inclusive, and Lots 213 through 229, inclusive, as set forth on the Final Plat for Eastmark Development Unit 7 North, Parcels 7-6, 7-7, 7-8, 7-9, 7-10, 7-11 and 7-12, recorded on Book 1167 of Maps, Page 43, the Affidavit of Correction recorded at 2014-0017451, official records of Maricopa County, Arizona.

Mattamy Arizona, LLC, an Arizona limited liability company as to Lots 339 through 472, inclusive, on the Final Plat for Eastmark Development Unit 7 North, Parcels 7-6, 7-7, 7-8, 7-9, 7-10, 7-11 and 7-12, recorded on Book 1167 of Maps, Page 43, official records of Maricopa County, Arizona.

Shea Homes Limited Partnership, a California limited partnership as to Lots 296 through 381, inclusive, and Lots 386 through 394, inclusive, Eastmark Development Unit 7 North, Parcels 7-13, 7-14, 7-15, 7-16 and 7-17, a subdivision according to the plat recorded in Book 1171 of Maps, page 32, official records of Maricopa County, Arizona.

EXHIBIT B

PUBLIC INFRASTRUCTURE

Street Name	Improvements	Linear Feet	Estimated Completion Date
Eastmark Parkway	Sewer, Water, Storm Drain, Curb/Gutter, Sidewalk, Paving, Lighting, Signage, Landscaping and Irrigation, Community Monuments	2110	7/1/13
Everton Terrace	Sewer, Water, Storm Drain, Curb/Gutter, Sidewalk, Paving, Lighting, Signage, Landscaping and Irrigation, Community Monuments	1756	8/1/13

EXHIBIT C

MAP OF DEDICATION / IMPROVEMENT PLANS (CFD INFRASTRUCTURE)

Map of Dedication

Map of Dedication, Eastmark Phase 2, Hoskin Ryan Consultants, recorded in Book 1166, Page 7, Instrument No. 2013-0954754 on 10/31/13 at 2:23 PM, of the Official Records of Maricopa County, Arizona.

Improvement Plans (CFD Infrastructure)

S. Eastmark Parkway Improvement Plans, Hoskin Ryan Consultants, CFD Project No. S834, Approved by City of Mesa on 8/6/13.

S. Everton Terrace Improvement Plans, Hoskin Ryan Consultants, CFD Project No. S835, Approved by City of Mesa on 8/6/13.

E. Point Twenty- Two Boulevard Improvement Plans, Hoskin Ryan Consultants, CFD Project No. S836, Approved by City of Mesa on 8/6/13.

S. Signal Butte Road Improvement Plans – Phase 2, Hoskin Ryan Consultants, CFD Project No. S837, Approved by City of Mesa on 8/6/13.

Point Twenty-Two Boulevard and Signal Butte Road Traffic Signal Improvement Plans, Wright Engineering Corporation, CFD Project No. S838, Approved by City of Mesa on 8/6/13.

EXHIBIT D

WHEN RECORDED RETURN TO:

**PROPERTY OWNER
CONSENT, WAIVER AND AGREEMENT**

[To be executed by Owners of property within Assessment District No. 2]

Reference is made to that certain Eastmark Community Facilities District No. 1 (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 2, dated November __, 2013 as Instrument No. 2013-_____ in the Official Records of Maricopa County (the "*Agreement*"), initially by and among the Primary Landowner (as defined therein) and certain other landowners of the Property, to which this Property Owner Consent, Waiver and Agreement now attaches to and becomes part of the Agreement. All capitalized terms used and not otherwise defined in this Property Owner Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, as an owner of real property within the Assessment District No. 2, legally described on Exhibit 1 hereto, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall run with and bind all the real property in which the undersigned owns within Assessment District No. 2, and acknowledges the recordation of the Agreement with respect to all such real property.

DATED: _____, 2013

PROPERTY OWNER:

By _____

Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of _____, an _____.

Notary Public

(Affix Notary Seal Here)