

COMMUNITY MAINTENANCE AGREEMENT

This Community Maintenance Agreement (this "Agreement") is made as of the ____ day of ____, 2015, among Desert Vista 100, LLC, an Arizona limited liability company ("DV"), Mulberry Community Association, an Arizona non-profit corporation (the "HOA"), and the City of Mesa, an Arizona municipal corporation ("City").

RECITALS

A. DV is the developer of the project located in the City of Mesa and commonly known as "Mulberry" (the "Development").

B. The HOA was created pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Mulberry dated January 29, 2015 and recorded as Document No. 2015-0059111 (as may be amended from time to time, the "HOA Declaration"), to provide Development-wide private governance and maintenance pursuant to the terms of the HOA Declaration.

C. Pursuant to Zoning Case Z14-037 (the "Zoning"), DV included design and installation in public streets within the Development, specialty street sign posts, specialty street lighting, and specialty paving materials, all of which are designated as "Specialty Features and Materials". Some or all of the Specialty Features and Materials will be located in publicly dedicated rights-of-way or adjacent easement areas (collectively, "City Rights-Of-Way").

D. DV, the HOA, and the City desire to set forth their agreement as to their respective rights and obligations regarding, among other things, the installation, maintenance, repair and replacement of the Specialty Features and Materials, and various other elements within the Development, including unique conditions arising from modified development standards applicable to the Development.

E. The parties acknowledge and agree that this Agreement applies to the real property contained within **Exhibit A** as attached, and to the public City Rights-of-Way located within or adjacent to such real property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DV, the HOA, and the City agree as follows:

1. Definitions. All capitalized terms used in this Agreement shall have the meanings given to them in the Agreement.
2. Specialty Features and Materials.

a. Specialty Features and Materials. DV may design and install in and around public streets within the Development (i) non-standard street lights, (ii) non-standard street sign posts, and (iii) non-standard paving surfaces, within City Rights-Of-Way. For purposes of this Agreement, the term “Specialty Features and Materials” means the foregoing non-standard street lights, sign posts, and paving.

b. Design of Specialty Features and Materials. DV shall be responsible for the design of any and all Specialty Features and Materials desired by DV, which design shall be consistent with the theming and character established in the Zoning, and which shall be subject to approval by the City Traffic Engineer. Any request for approval of any Specialty Features and Materials shall expressly state that approval is requested for Specialty Features and Materials pursuant to this Agreement. Such design, with respect to specialty poles, must accommodate the attachment of City-standard signage.

c. Installation of Specialty Features and Materials. DV shall install any desired Specialty Features and Materials, in accordance with the construction permits granted by the City. Upon installation, the Specialty Features and Materials shall be deemed owned by the City, subject to acceptance by the City and subject to the terms of this Agreement.

d. Inventory of Approved Replacement Parts. DV, and after the Transition Date (defined in Section 13 below), the HOA, shall maintain an inventory (the “Replacement Inventory”) of replacement parts for all Specialty Features and Materials in such quantities as the City may, from time to time, reasonably deem appropriate. The Replacement Inventory shall be located within the Development in a location to be determined from time to time by DV or HOA, as applicable, provided that DV or HOA shall give the City reasonable advance notice before any relocation of the Replacement Inventory and provided further that the location of the Replacement Inventory shall be accessible at all times to appropriate City personnel for the purposes described in this Agreement. DV (or, after the Transition Date, HOA) shall bear any and all costs and losses incurred due to any failure or refusal of any manufacturer of the Specialty Features and Materials to continue to manufacture or supply such items to the Replacement Inventory. DV (or, after the Transition Date, HOA) shall be solely responsible for maintaining the Replacement Inventory. On or before June 30th of each calendar year, DV or HOA, as applicable, shall send an itemization of the Replacement Inventory to the attention of the City Traffic Engineer.

e. Maintenance of Specialty Features and Materials.

i. In connection with its review of the design of any Specialty Features and Materials, the City Traffic Engineer shall determine in his or her sole discretion whether the City will maintain the Specialty Features and Materials itself or require that DV (or, after the Transition Date, HOA) do so. DV and HOA acknowledge that (except as otherwise stated in this Agreement), the City is generally inclined to maintain all Specialty Features and Materials that consist of transportation facilities or facilities that are intended to protect public safety.

ii. In all cases where the City Traffic Engineer determines that DV (or, after the Transition Date, HOA) shall maintain, repair and replace certain Specialty Features and Materials that will be located within City Rights-of-Way, the City hereby grants to DV and HOA, their respective successors and assigns, a license to enter upon all applicable dedicated right of way and easement areas to the extent reasonably necessary to effect such maintenance, repair and replacement, subject to the terms of this Agreement, which license shall remain effective until this Agreement is terminated (if ever) in accordance with Section 12 below. DV or HOA, as applicable, shall provide the City with not less than five (5) business days' written notice of its intended activities before entering upon any dedicated City Rights-of-Way in connection with such license, except that, in the case of an emergency presenting a threat to public health or safety (if DV or HOA determines that it should act to address such emergency, which it shall not be obligated to do), DV or HOA shall only be required to give such notice as early as reasonably possible under the circumstances and shall not be required to give such notice before taking action to address such emergency; provided, however, that nothing in this Subsection (e) shall excuse DV or HOA from repairing any damage or correcting any other condition it may cause in taking action to address such emergency.

iii. In all cases where Specialty Features and Materials are to be attached to City-standard components, (including by way of example only, where a City-standard street sign is to be attached to a non-standard pole), and the City Traffic Engineer determines that such Specialty Features and Materials are to be maintained by DV (or, after the Transition Date, HOA), the City shall retain all responsibility for all maintenance, repair and replacement of the City-standard component and DV and HOA shall have no responsibility to maintain, repair or replace the City-standard component. Notwithstanding the foregoing, DV or HOA, as applicable, shall have the right to undertake minor maintenance and repair of City-standard component (including without limitation cleaning, painting, or tightening or remounting loose or fallen fixtures, etc.) from time to time without having, or thereby incurring, any obligation to do so.

iv. In all cases where the City Traffic Engineer determines that the City shall maintain, repair and replace certain Specialty Features and Materials, if DV or HOA, as applicable, gives notice to the City that maintenance, repair or replacement of any Specialty Features and Materials is necessary, the City shall, at a minimum, respond with notice to DV or HOA advising whether or when the City intends to undertake such maintenance, repair or replacement.

v. In the case of non-standard pavement, after approval of the design in accordance with Section 2(b) above, DV (or, after the Transition Date, HOA) shall be responsible for installation and maintenance of such pavement. The City shall have no obligation to maintain or repair any non-standard pavement, but the City shall have the right, if DV or HOA fails to maintain or repair the stamped pavement, and if such failure continues for thirty (30) days after the City gives DV or HOA notice of such failure (or, in the case of an emergency posing a threat to public health and safety, without need for prior notice), to undertake the required maintenance or repair, or the City may replace

such pavement with City-standard paving, and, in either case, the City may thereafter recover from DV or HOA, as applicable, all costs incurred by the City in connection with such maintenance. Subject to ordinary City permitting, DV or HOA may replace the City-standard paving with stamped paving at a later date.

f. Correction of Defects. Notwithstanding that the City has approved of the use of the Specialty Features and Materials on the Property, if it is proven that the design, installation or manufacture of any of the Specialty Features and Materials is defective or causes either or both of the parties potentially to be subject to greater future liability or risk of liability to third parties, then, upon request by either party, DV (or, after the Transition Date, HOA) and the City shall confer and reach a mutually acceptable means to address the design, installation or manufacture problem within a reasonably prompt period of time.

3. Perimeter Landscaping Along Arterials. DV (or, after the Transition Date, HOA) shall be responsible, at its own expense, for the maintenance of any and all landscaping improvements located within and along the outer edge of the City Rights-of-Way in those portions of Guadalupe Road and Signal Butte Road adjacent to the Development (except as modified by other agreements). Where such landscaping is subject to a sight visibility easement, as designated in a separately recorded plat, map of dedication or other instrument, the maintenance of such landscaping by the land owner shall comply with the applicable requirements for such sight visibility easement. The City reserves the right and authority to enter upon any such City Rights-of-Way to maintain such landscaping under all circumstances, including without limitation in the event that the City's Fire Department determines that trimming or removal of such landscaping is required because such landscaping impedes fire access or vehicular clearances.

4. Other Right-of Way Landscaping. DV (or, after the Transition Date, HOA) shall be responsible, at its own expense, for the maintenance of any and all landscaping improvements located within non-arterial City Rights-of-Way within the Development (including irrigation facilities and associated private utility lines, if any), whether located in medians within non-arterial streets or otherwise. Where such landscaping is subject to a sight visibility easement, as designated in a separately recorded plat, map of dedication or other instrument, the maintenance of such landscaping shall comply with the applicable requirements for such sight visibility easement.

5. Maintenance of Private Neighborhood Parks; Drainage Improvements. DV (or, after the Transition Date, HOA) shall be responsible, at its own expense, for the maintenance of all improvements located within all neighborhood parks and plazas contemplated by the Zoning (collectively, the "Neighborhood Parks"), including landscaping improvements, drainage and retention improvements and recreational amenities located with such Neighborhood Parks. The City shall have no obligation to maintain or repair such improvements, but the City shall have the right, if DV or HOA fails to maintain or repair the drainage and retention improvements located with such Neighborhood Parks as required for their proper operation, and if such failure continues for thirty (30) days after the City gives DV or HOA, as applicable, notice of such failure (or, in the case of an emergency posing threat to health and safety, without need for prior

notice), to undertake the required maintenance, and thereafter recover from DV or HOA, as applicable, all costs incurred by the City in connection with such maintenance.

6. Drainage Crossing under Public Streets. DV (or, after the Transition Date, HOA) shall be responsible for keeping drainage pipes and culverts running beneath City Rights-of-Way within the Development free from debris and other materials that impeded the proper flow of stormwater through such pipes and culverts. The City shall provide DV and HOA with any necessary license or easement to enable DV and HOA to enter upon the City Rights-of-Way in connection with such maintenance. If DV's (or, after the Transition Date, HOA's) failure to maintain such pipes and culverts results in any damage to other City improvements, DV or HOA, as applicable, also shall repair such other City improvements.

7. Maintenance of Certain Non-Standard Street Improvements. DV, HOA and the City acknowledge that DV's design for some streets in the Development will include "hammerheads", "chicanes" and other non-standard configurations that include areas that may not be able to be swept with City street sweeping vehicles. Accordingly, DV and HOA agree that any areas within such non-standard configurations that cannot be swept with City street sweeping vehicles will be swept by DV (or, after the Transition Date, HOA) on a periodic basis, so as to achieve a degree of cleanliness comparable to the areas that are swept by the City.

8. Maintenance Standards. All maintenance, repair or replacement work required or permitted to be performed by or on behalf of DV or HOA (including by its employees, agents and contractors) will comply with the requirements of applicable City, state and federal standards then in effect for work done in, on or about a public street (as applicable), including all applicable procedures regarding safety and regarding minimizing any inconvenience to the public.

9. City Maintenance Authority.

a. The City reserves its existing authority to undertake any maintenance, repair or replacement of the Specialty Features and Materials, including without limitation any maintenance, repair or replacement that is (a) required, in the reasonable opinion of the City Manager, or designee, to address an emergency or threat to public safety, in which event no notice or opportunity to cure is required, or (b) otherwise appropriate under applicable City standards, subject to notice and cure as provided in Section 14 below. To the extent that the City does not already have the authority to undertake the foregoing maintenance, repair or replacement of the Specialty Features and Materials, DV and HOA each hereby grant such authority to the City.

b. If the City determines that DV (or, after the Transition Date, HOA) has failed to perform maintenance, repair or replacement of any Specialty Features and Materials that is appropriate under the terms of this Agreement (other than to address an emergency or threat to public safety, in which event no notice or opportunity to cure is required), the City shall give DV or HOA, as applicable, not less than five (5) business days' written notice of such determination and DV or HOA, as applicable, shall have until the end of such five (5) business day period to

undertake such maintenance, repair or replacement before the City may exercise the remedies provided in Section 14 below.

c. In any case in which the City undertakes any maintenance, repair or replacement of any Specialty Features and Materials, the City shall use replacement parts stockpiled in the Replacement Inventory, except (i) where the supply of relevant replacement parts in the Replacement Inventory is insufficient, the City may use City-standard replacement parts from the City's own inventory, or (ii) where the City determines that an emergency or threat to public safety dictates that City-standard replacement parts from the City's own inventory be used, the City may do so. If replacement parts from the City's inventory are used in connection with the maintenance, repair or replacement of any Specialty Features and Materials, DV or HOA may later replace such City-standard parts with parts from the Replacement Inventory, and return such City-standard parts to the City's inventory; provided that such City-standard parts shall be returned in substantially the same condition as when such parts were installed by the City, subject to ordinary wear and tear. If DV or HOA or its respective contractor(s) damages any such City-standard part before returning it to the City, DV or HOA, as applicable, shall be responsible for the cost of repairing such damage or, if necessary, replacing such part.

10. Financial Assurance. Promptly after execution of this Agreement, DV shall deposit with the City the sum of Twenty-Five Thousand Dollars (\$25,000.00) by wire transfer (the "Maintenance Deposit"). The City shall keep the Maintenance Deposit in a segregated account, and may draw upon the Maintenance Deposit to recover any costs incurred by the City that DV (or, after the Transition Date, HOA) is required to pay to the City pursuant to this Agreement, and that are not so paid within thirty (30) days after the date due. If any part of the Maintenance Deposit is applied by the City pursuant to this Section 10, then on an annual basis, DV (or, after the Transition Date, HOA) shall deposit with the City a sum equal to the amount so applied in order to restore the Maintenance Deposit to its original sum; provided that, if at any time the City gives notice to DV or HOA, as applicable, that the balance of the Maintenance Deposit has fallen below \$5,000, then DV or HOA, as applicable, shall make such restorative deposit within thirty (30) days after such notice. The Maintenance Deposit shall be returned to DV or HOA, as applicable, upon the termination of this Agreement. For purposes of returning the Maintenance Deposit, DV shall remain entitled to the return of the initial Maintenance Deposit and any restorative deposit(s) made by DV (to the extent not used by the City pursuant to this Section), and HOA shall be entitled to the return of any restorative deposit(s) made by HOA (to the extent not used by the City pursuant to this Section).

11. Effectiveness. This Agreement shall be effective immediately upon its execution by all parties.

12. Term. The rights and obligations set forth in this Agreement shall continue for twenty-five (25) years from the effective date of this Agreement in the official records of Maricopa County, Arizona, and shall be automatically renewed for successive renewal terms of fifteen (15) years each, unless, no sooner than one hundred eighty (180) days and no later than sixty (60) days before the end of the initial term or a renewal term (as applicable), a party gives

notice to the other that the rights and obligations set forth under this Agreement shall be terminated at the end of such initial or renewal term. Before the effective date of any such termination, the City shall elect (and give notice to DV and HOA of its election) whether to assume responsibility for all maintenance, repair and replacement of the Specialty Features and Materials, provided that (if the City elects to assume such responsibility) the City's responsibility shall be limited to maintaining and repairing all such Specialty Features and Materials in accordance with prevailing City standards and replacing any or all such Specialty Features and Materials (as and when the City deems appropriate) with City-standard facilities. If the City elects not to assume such responsibility, then DV (or, after the Transition Date, HOA) shall be responsible for the cost of replacing the Specialty Features and Materials with City-standard facilities.

13. Running of Benefits and Burdens; Assignment. All provisions of this Agreement, including the benefits and burdens, are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding anything to the contrary in this Agreement, the parties agree that from and after the completion of the initial design and installation, and City acceptance of improvements, if applicable, of the Specialty Features and Materials pursuant to Section 2(a), (b) and (c) above (the "Transition Date"), all ongoing maintenance responsibilities and other obligations of "DV" under this Agreement are hereby assigned to HOA, and by executing this Agreement below, HOA hereby accepts the foregoing assignment and agrees to perform all ongoing maintenance and other obligations under this Agreement from and after the Transition Date. From and after the Transition Date, the liabilities and obligations of DV under this Agreement shall terminate. Furthermore, notwithstanding anything to the contrary in this Agreement, the installation, operation and maintenance obligations of DV or HOA may also be assigned as follows: (a) pursuant to an assignment of some or all of such obligations to one or more other property owners' association(s) (other than the HOA) serving all or a portion of the Development, (b) pursuant to a partial assignment of obligations pertaining to Specialty Features and Materials to a developer of land within the Development or to a property owners' association established by such developer, or (c) as part of a complete assignment, from DV to a successor master developer, of all unassigned rights and obligations of DV under this Agreement. In all such cases contemplated by the immediately preceding sentence, DV or HOA, as applicable, agrees to provide the City with written notice of any assignment of all or any rights and obligations of DV or HOA within a reasonable period of time following such assignment, which shall include the assignee's commitment to pay and perform the applicable obligations of DV or HOA under this Agreement. In the case of any assignment to another property owners' association (other than the HOA), the foregoing written notice of any assignment shall be accompanied by evidence of the property owners' association's financial ability to assume and irrevocable commitment to perform DV's or HOA's obligations hereunder. Upon compliance with the foregoing, including the City's receipt of the applicable notice, DV's or HOA's liabilities under this Agreement shall terminate as to the obligations assigned, and all references in this Agreement to "DV" or "HOA" shall refer to DV's or HOA's assignee to the extent of the obligations assigned. Except as set forth in this Section 14, no party may assign any of its rights under this Agreement without the prior written consent of the other party.

14. Default; Dispute Resolution. If any party fails to perform any of its obligations under this Agreement, any other party may give the non-performing party not less than five (5) business days' notice of and opportunity to cure the failure. If the non-performing party fails to cure the failure within said period of time, the other party may require that DV or HOA, as applicable, and the City Manager of the City of Mesa, or designee, confer and use their reasonable best efforts to resolve the dispute. If the dispute cannot be resolved to the mutual satisfaction of the parties, the parties may seek any remedy, legal or equitable, available to it, pursuant to Section 13 above, the parties agreeing that specific performance shall be available as a remedy in such event. Notwithstanding the foregoing, however, any action seeking specific performance of a party's maintenance or repair obligations under this Agreement shall be limited to such remedy and may not also include a prayer for monetary damages.

15. Notices. Except as otherwise required by law, any notice, demand or other communication required or permitted under this Agreement shall be in writing and shall be (a) sent by United States mail, certified or registered, return receipt requested, postage prepaid, or (b) sent by any nationally recognized express or overnight delivery service (e.g., Federal Express or UPS), with all postage and other delivery charges prepaid. Each party shall be entitled to change its address for notices from time to time by delivering to the other parties notice thereof in the manner provided under this Section 15. All notices shall be sent to each party at the address set forth following its name below:

To City of Mesa: City of Mesa
 P.O. Box 1466
 Mesa, AZ 85201-1466
 Attention: City Manager

With a copy to: City of Mesa
 P.O. Box 1466
 Mesa, AZ 85201-1466
 Attn: City Attorney

To DV: Desert Vista 100, LLC
 c/o Blandford Homes
 3321 East Baseline Road
 Gilbert, Arizona 85234
 Attn: Jeff Blandford and Paul Dugas

With a copy to:

Zwillinger Greek & Knecht PC
2425 East Camelback Road, Suite 600
Phoenix, Arizona 85016
Attn: Jim Gibson

To HOA:

Mulberry Community Association
3321 East Baseline Road
Gilbert, Arizona 85234
Attn: Jeff Blandford and Paul Dugas

Any notice sent by United States Postal Service certified or registered mail shall be deemed to be effective the earlier of the actual delivery, or three (3) business days after deposit in a post office operated by the United States Postal Service. Any notice sent by a recognized national overnight delivery service shall be deemed effective one (1) business day after deposit with such service.

16. Further Assurances. Each party shall execute, acknowledge and deliver to the other such other documents, and shall take such other actions, as the other may reasonably request in order to carry out the intent and purposes of this Agreement.

17. Headings. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

18. Time of Essence. Time is of the essence of this Agreement. The foregoing to the contrary notwithstanding, if this Agreement requires any act to be done or action to be taken on a date that falls on a Saturday, Sunday or legal holiday, such act or action shall be deemed to have been timely done or taken if done or taken on the next succeeding day that is not a Saturday, Sunday or legal holiday.

19. Waiver. The waiver by any party of any right granted under this Agreement shall not be deemed a waiver of any other right granted hereunder, 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.

20. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof.

21. Amendment. This Agreement may not be altered or amended except pursuant to an instrument in writing signed by all of the parties hereto.

22. Construction. This Agreement is the result of negotiations between the parties. Accordingly, the terms and provisions of this Agreement shall be construed in accordance with their usual and customary meanings, and the parties hereby waive the application of any rule or law that otherwise might require the construction of this Agreement against the party who (or whose attorney) prepared the executed Agreement.

23. Attorneys' Fees. In the event of litigation to enforce or interpret any provisions of this Agreement or rights arising hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict of laws rules applicable in the State of Arizona.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same instrument, which instrument shall be deemed fully executed when one or more counterparts have been executed by each of the parties.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

THE CITY OF MESA, an Arizona municipal corporation

By: _____

Name: _____

Title: _____

DESERT VISTA 100, LLC,
an Arizona limited liability company

By: Paul R. Dugas

Name: Paul R. Dugas

Title: DIRECTOR OF LAND DEVELOPMENT
AUTHORIZED AGENT

MULBERRY COMMUNITY ASSOCIATION,
an Arizona non-profit corporation

By: Paul R. Dugas

Name: Paul R. Dugas

Title: PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of THE CITY OF MESA, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

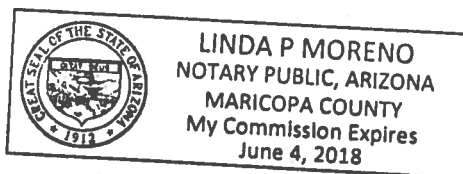
STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 29th day of APRIL, 2015, by PAUL R. DUGAS, the AUTHORIZED AGENT of Desert Vista 100, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Linda P Moreno
Notary Public

My Commission Expires: June 4, 2018

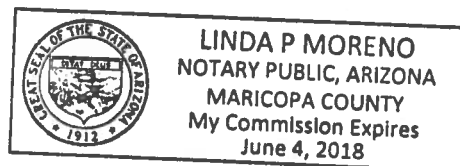
STATE OF ARIZONA)
) ss.
County of Maricopa)



The foregoing instrument was acknowledged before me this 29th day of APRIL, 2015, by PAUL R. DUGAS, the PRESIDENT of Mulberry Community Association, an Arizona non-profit corporation, on behalf of the non-profit corporation.

Linda P Moreno
Notary Public

My Commission Expires: June 4, 2018





**Legal Description
Maintenance Agreement
Mulberry Parcels 1, 2, 3 and 4
Mesa, Arizona**

Job No. 13-316

April 21, 2015

Parcel One:

All of Mulberry Parcel 1, as recorded in Book 1209 at Page 35, Official Records of Maricopa County, Arizona and being located in a portion of the southeast quarter of Section 2, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and as corrected by Document No. 2015-0052769, Official Records of Maricopa County, and as corrected by Document No. 2015-0093727, Official Records of Maricopa County, Arizona.

Except therefrom, Lots 1 through 113, inclusive, and Tracts A through K, inclusive.

Parcel Two:

All of Mulberry Parcel 2, as recorded in Book 1209 at Page 34, Official Records of Maricopa County, Arizona and being located in a portion of the southeast quarter of Section 2, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, and as corrected by Document No. 2015-0052770, Official Records of Maricopa County, Arizona.

Except therefrom, Lots 114 through 257, inclusive, and Tracts A through Z, and Tracts AA through CC, inclusive.

Parcel Three:

All of Mulberry Parcel 3, as recorded in Book 1209 at Page 32, Official Records of Maricopa County, Arizona and being located in a portion of the southeast quarter of Section 2, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.

Except therefrom, Lots 258 through 403, inclusive, and Tracts A through Z, and Tracts AA through HH, inclusive.

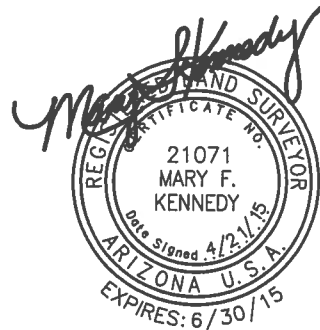
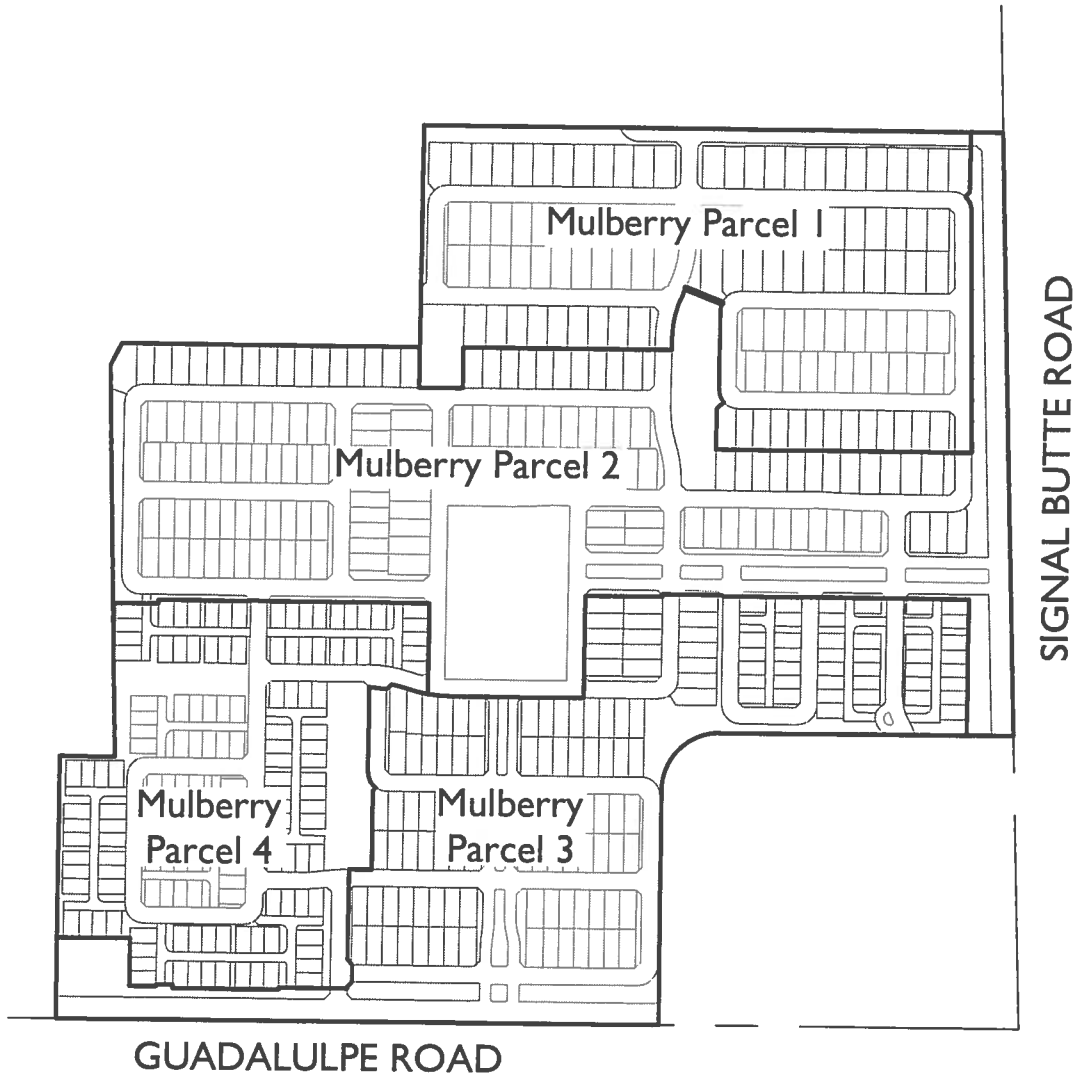
Parcel Four:

All of Mulberry Parcel 4, as recorded in Book 1209 at Page 33, Official Records of Maricopa County, Arizona and being located in a portion of the southeast quarter of Section 2, Township 1 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.



Except therefrom, Lots 404 through 545, inclusive, and Tracts A through Z, and Tracts AA through RR, inclusive.





13-316

EXHIBIT

Maintenance Agreement
Mulberry Parcels 1 - 4



2045 S. Vineyard Ave.
Ste. 101 Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com