

1525454106653-34-1-1--
Hoyp

Gust Rosenfeld P.L.C. (ZDS)
One E. Washington, Suite 1600
Phoenix, Arizona 85004

[This document is being rerecorded for the sole purpose of correcting the page entitled Lienholder Consent, Waiver and Agreement as attached hereto as Exhibit A-1. Document originally recorded in Maricopa County at Document No.20180340101]

**DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT**

WHEN RECORDED RETURN TO:

1525386564965-31-1-1--
leonardil

Gust Rosenfeld P.L.C.
Attn: Zachary D. Sakas
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553

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

This Cadence Community Facilities District (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 1, dated as of April 18, 2018 (this "*Agreement*") by and among the Cadence Community Facilities District (City of Mesa, Arizona) (the "*District*"), the undersigned owners of certain land within the District (collectively, the "*Landowners*") and PPGN Holdings, LLLP, a Delaware limited liability partnership (the "*Developer*"), and, if applicable, other owners executing this Agreement prior to formation of Assessment District No. 1 (as defined herein).

WHEREAS, the City of Mesa, Arizona, an Arizona municipal corporation (the "*City*") and entities related to the Developer are parties to that certain Pre-Annexation Development Agreement recorded October 2, 2012 as Instrument No. 2012-0894682 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 "Cadence" (the "*Project*"); and

WHEREAS, pursuant to the Development, Financing Participation, Waiver and Intergovernmental Agreement for Cadence Community Facilities District (City of Mesa, Arizona), dated November 19, 2015, and recorded November 23, 2015 as Instrument No. 2015-0833434 in the Official Records of Maricopa County (the "*District Agreement*"), the Developer intends to request the District to form assessment district number 1 (the "*Assessment District No. 1*") comprised of the property legally described and shown on Exhibit A attached hereto (the "*Property*") in order to provide for certain public infrastructure improvements plus all costs connected with the public infrastructure purposes related thereto (as defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*")), such public infrastructure improvements to be located on or off the Property; and

WHEREAS, the Developer, the Landowners and (if applicable) other owners executing this Agreement, and all persons hereafter taking an interest in the Property, or any portion thereof, shall be bound by the terms, waivers and agreements as set forth, and to the

extent provided, in this Agreement and shall be bound by the Assessments (as defined herein) 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. 1 shall consist of:

A. Acquisition, installation and/or construction of all or a portion 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/or construction of the public infrastructure described in paragraph A above and the costs and expenses incurred in connection with the levy of the Assessments and the issuance and sale of the Assessment District No. 1 bonds;

C. Capitalized interest on such Assessment District No. 1 bonds, if any, for a period not to exceed the aggregate time for completion of all construction of and acquisition of the public infrastructure described herein, plus six (6) months thereafter; and

D. A debt service reserve fund created for such Assessment District No. 1 bonds.

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

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

NOW, THEREFORE, the District, the Developer, the Landowners and all future owners or holders of any interest in any portion of the Property hereby agree as follows:

1. Development Agreement and Agreement Allocating Assessments. This Agreement is a "development agreement" within the meaning of Arizona Revised Statutes ("A.R.S.") § 9-500.05 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. 1, or, if formed, of the District or Assessment District No. 1 to sell or deliver such Assessment District No. 1 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, the Landowners, the Developer and, if formed, the Assessment District

No. 1, in going forward with the Work, are doing so in reliance upon this Agreement to have the Property included within the to-be-formed Assessment District No. 1 and assessed for the costs thereof.

3. Review and Approval of the Boundaries and Scope of Work; Acknowledgement of Assessment.

a. The Landowners, 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. 1, the preliminary plans and specifications detailing the Work and the current estimate of the costs of the Work. The undersigned Landowners agree the costs of the Work shall be spread among the parcels (residential lots) comprising the Property within the proposed Assessment District No. 1 utilizing a methodology determined by the Assessment District No. 1 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 \$2,012,500.00 and such Assessment amount shall be allocated and levied to each developable parcel (residential lot) within the Assessment District No. 1 in an amount not to exceed \$3,500.00 per parcel (residential lot).

b. The Developer and the Landowners, and all future owners or holders of any interest in any portion of the Property, expressly consent to the following: (i) the District may take all required actions as necessary to form the Assessment District No. 1 in accordance with the provisions of the District Agreement and the Act; and (ii) the District and, if formed, the Assessment District No. 1, may incur costs and expenses necessary to complete or acquire the Work.

c. Furthermore, the Developer and the Landowners, and all future owners or holders of any interest in any portion of the Property, acknowledge that the District or, if formed, the Assessment District No. 1, shall 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. 1, 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. 1 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 Developer and the Landowners, 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. 1 and to acknowledge that the Assessment District No. 1, if formed, shall take all steps necessary to levy, confirm and record Assessments against the Property and to issue such Assessment District No. 1 bonds supported by the Assessments. The Landowners, 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 (the "*District Board*") 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. 1 pursuant to

A.R.S. §§ 48-579 and 48-580; (b) protest the award of contract pursuant to A.R.S. § 48-584; and (c) object to the Assessments on procedural grounds, or as to the legality of the Assessments, pursuant to A.R.S. § 48-590.

5. **Waiver of Procedural Deficiencies and Irregularities.** The Developer and the Landowners, 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, Arizona Revised Statutes, as amended, 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. 1, 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. 1 bonds secured by the Assessments levied against the Property.

6. **Waiver.** The Developer and the Landowners, 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:

a. 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;

b. 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:

i. 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. 1 or the Work; and

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

c. any and all objections and protests to the extent of the Assessment District No. 1;

d. any and all objections to the adoption and approval by the District or the Assessment District No. 1 of the plans and specifications, the Engineer's Estimate and the assessment diagram, all of which provide for and effectuate the completion of the Work;

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

f. any and all claims or defenses, known or unknown, they may now or subsequently have against the Assessments or the Assessment District No. 1 bonds; and

g. 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 Developer and the Landowners, 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 48-584 have been or will be complied with by the Developer or the Landowners, as applicable, on behalf of the District with respect to each contract comprising the Work.

9. Acquisition of the Work. The District or the Assessment District No. 1 may, immediately upon issuance of such Assessment District No. 1 bonds, acquire all or part of the Work.

10. Landowner Acknowledgement of Assessment. The Landowners, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall levy the Assessments in an amount not greater than the Engineer's Estimate against all developable parcels located within the boundaries of Assessment District No. 1, as provided in Section 3.a, not in excess of \$3,500.00 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 District No. 1 bonds.

11. Recording and Validity of Assessments. The Landowners, and all future owners or holders of any interest in any portion of the Property, acknowledge the District shall record the Assessments against the Property and acknowledge such recording of 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 and prior special assessments.

12. Assessments to Go to Bond. Except as the Landowners, or any future owner or holder of any interest in any portion of the Property, otherwise notifies the Assessment District No. 1 in writing prior to the recording of the Assessments of its 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 Landowners 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. 1 bonds amortizing the payment of the Assessments over not less than fifteen (15) years be issued and sold as soon as possible.

13. No Reduction of Landowner Obligation. The inability of the District or the Assessment District No. 1 to assess all or any portion of the costs of the Work shall not reduce the obligation of the Landowners, and all future owners or holders of any interest in any portion of the Property, so long as the Landowners or future owner or holder of any interest in any portion of the Property own all or part of any parcel comprising the Property, to pay the Assessment levied against such portion of the Property, and provided that the aggregate costs of the Work are not reduced.

14. Waiver of Collateral Document Provisions. The Landowners, and all future owners or holders of any interest in any portion of the Property, expressly waives any and all provisions of any collateral security instruments relating to the Property which prohibit the formation of the Assessment District No. 1, completion of the Work and levying and recording of the Assessments against the Property.

15. Dedication of Property Needed to Perform the Work. The Landowners, 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 Final Plat and those certain final approved infrastructure improvement plans for the Work, described on Exhibit C attached hereto. The undersigned Landowners, 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 Developer 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 attorneys' fees arising from any challenge to the formation, activities or administration of the District, or any losses, claims, damages or liabilities, including reasonable attorneys' 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 attorneys' 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. 1 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.

17. General Indemnification of District and Directors. The Developer hereby agrees to indemnify the District and each director, officer, agent, legal counsel, employee, and independent contractor thereof, and the City and its officers, employees, agents, legal counsel, 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 17 shall survive the termination hereof.

18. Disclosure Document. The Landowners, 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 Landowners, 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, the final hearing regarding the levy of the Assessments and the issuance of Assessment District No. 1 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 any of the Landowners, or any future owner or holder of any interest in any portion of the Property, is liable for twenty percent (20%) or more of the debt service on any Assessment District No. 1 bonds, such Landowner, or any such future owner or holder of any interest in 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, as amended.

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 Developer and the Landowners, and their respective future grantees, successors and assigns, 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 Developer and the Landowners 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 Developer and the Landowners 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.

24. Further Assurances. Without limitation of the foregoing, the Developer and the Landowners, and all future owners and holders of any interest in any portion of the Property, shall execute and deliver to the Developer 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 of Claims by Developer.

a. Except as to certain payments or reimbursements applied for by the Developer pursuant to the District Agreement, the Developer 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 Developer 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.

b. 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 Developer are parties as of the date of this Agreement, the Developer knowingly and voluntarily forever releases and discharges the City 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 Developer 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.

c. None of the releases and discharges above are intended to, and do not, negate or otherwise relieve the District or 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. 1 bonds in an amount sufficient to allow the District to pay the amounts needed 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. 1, the District agrees to adopt proceedings that dissolve and terminate any Assessment District No. 1 or the Assessments, established by the District, encumbering the Property.

28. **Future Landowner Consent.** Until the later of the issuance of the Assessment District No. 1 bonds or the final hearing regarding the levy of the Assessments, each Landowner agrees that upon the sale of any portion of the Property owned by such Landowner, the Landowner will require the execution and delivery of Exhibit D by each purchaser, and upon request by Assessment District No. 1, the Landowner will execute and deliver Exhibit D to Assessment District No. 1.

29. **Prior Declaration Superseded.** It is the intention of the Developer and the Landowners that, upon recordation of this Agreement in the Official Records of Maricopa County, Arizona, that certain Declaration of Intent Pertaining to the To Be Formed Assessment District No. 1 (the "*Declaration*"), recorded on March 31, 2017 as Instrument No. 2017-0229945 of the Official Records of Maricopa County, Arizona, shall be superseded in its entirety and terminated with respect to the Property.

30. **Additional Representations, Warranties and Covenants of Developer and Landowners.** Other than any agreement previously disclosed in writing to the District, as of the date of this Agreement, the Developer and the undersigned Landowners each represent and warrant, with respect to any portion of the Property owned by them, that no purchase and sale agreements, option agreements, deposit agreements, or other agreements intending to convey an interest in all or any portion of the Property have been entered into with any purchaser, optionee, depositor or other recipient of an interest in the Property, and that any purchaser, optionee, depositor or other recipient of an interest in the Property under a previously disclosed agreement shall consent to this Agreement. In accordance herewith, until the final assessment hearing related to the Assessments is complete, the Developer and the Landowners,

and any future owners and holders of any interest in any portion of the Property, covenant and agree not to transfer title in any interest in the Property, unless such interest is greater than ten (10) residential lots.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have duly affixed their signatures,
all as of the day and year first written above.

CADENCE COMMUNITY FACILITIES
DISTRICT (CITY OF MESA, ARIZONA), an
Arizona political subdivision and municipal
corporation

Acting
By: David Luna
District Chairman

ATTEST:

DuAnn Mickelson
District Clerk



APPROVED AS TO FORM:

Zachary D. Sakas
Zachary D. Sakas, Special District Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 19 day of
April, 2018, by David Luna, Chairman of the Cadence Community Facilities
District (City of Mesa, Arizona), an Arizona political subdivision and municipal corporation.

(Seal and Expiration Date)



Kathryn M. Broehm
Notary Public in and for the State of Arizona

Signature Page to Waiver and Development Agreement:

DEVELOPER:

PPGN Holdings, LLLP,
a Delaware limited liability limited partnership

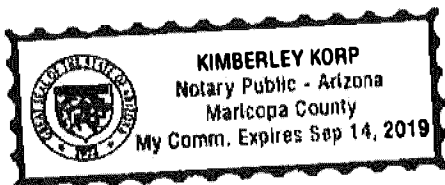
By: HVI-Pacific, LLLP,
an Arizona limited liability limited partnership
Its General Partner

By: Harvard Ventures, Inc.,
a Nevada corporation,
Its General Partner

By: (signature)
(signature)
Name: Christopher J. Cachera
Its: SVP

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 1st day of May, 2018, by Christopher J. Cachera, the SVP of Harvard Ventures, Inc., a Nevada corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledges that he/she signed the above/attached document on behalf of Harvard Ventures, Inc., as General Partner of HVI-Pacific, LLLP, as General Partner of PPGN Holdings, LLLP.



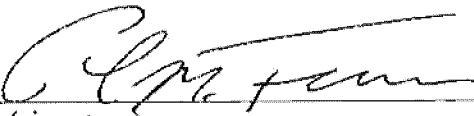
(signature)
Notary Public

(Affix Notary Seal Here)

Signature Page to Waiver and Development Agreement:

LANDOWNER: PARCELS A, B and H DESCRIBED ON EXHIBIT "A" ATTACHED
HERETO

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

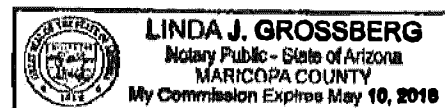
By: 
(signature)
Name: Phillip M. Turner
Its: DIV. V.P. LAND DEVELOPMENT

STATE OF Arizona)
) §
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 27th day of
April, 2018, by Phillip M. Turner, the DIV. V.P. Land Development
of PULTE HOME COMPANY, a Michigan limited liability company.


Notary Public

(Affix Notary Seal Here)



Signature Page to Waiver and Development Agreement:

LANDOWNER: PARCELS C and I DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

LENNAR ARIZONA, INC.,
an Arizona corporation

By: [Signature]
(signature)

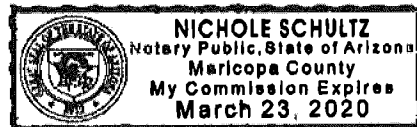
Name: Jeff Gunderson
Its: Vice President

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 30th day of APRIL, 2018, by JEFF GUNDERSON, the VICE PRESIDENT of LENNAR ARIZONA, INC., an Arizona corporation.

[Signature]
Notary Public

(Affix Notary Seal Here)



Signature Page to Waiver and Development Agreement:

LANDOWNER: PARCELS D and F DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

CALATLANTIC HOMES OF ARIZONA, INC.,
a Delaware corporation

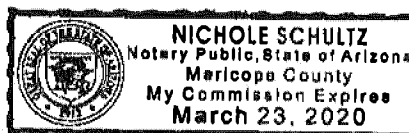
By: (signature)
Name: Jeff Gunderson
Its: Vice President

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 30th day of APRIL 2018, by JEFF GUNDERSON, the VICE PRESIDENT of CALATLANTIC HOMES OF ARIZONA, INC., a Delaware corporation.

Nichole Schultz
Notary Public

(Affix Notary Seal Here)



Signature Page to Waiver and Development Agreement:

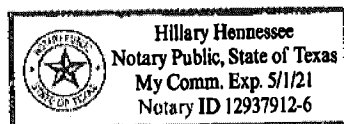
LANDOWNER: PARCEL E DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

CND-CADENCE, LLC,
an Arizona limited liability company

By: (signature)
Name: John Burchfield
Its: General Counsel

STATE OF Texas)
) §
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 1 day of May, 2018, by John Burchfield, the general counsel of CND-CADENCE, LLC, an Arizona limited liability company.



(signature)
Notary Public

(Affix Notary Seal Here)

Signature Page to Waiver and Development Agreement:

LANDOWNER: PARCEL G DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

GEHAN HOMES OF ARIZONA, L.L.C.,
an Arizona limited liability company

By: [Signature]
(signature)

Name: Mark Moskal

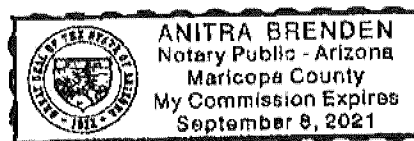
Its: Phoenix Division Manager

STATE OF Arizona)
) §
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 1st day of May, 2018, by Mark Moskal, the Phoenix Division President of GEHAN HOMES OF ARIZONA, L.L.C., an Arizona limited liability company.

[Signature]
Notary Public

(Affix Notary Seal Here)



**LIENHOLDER
CONSENT, WAIVER AND AGREEMENT**

Reference is made to that certain Cadence Community Facilities District (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 1, dated as of April 18, 2018, initially by and among the Cadence Community Facilities District, the Developer (as defined therein) and the Landowner (as defined therein), to which this Lienholder Consent, Waiver and Agreement is attached (the "Agreement"). All capitalized terms used and not otherwise defined in this Lienholder Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, as a lienholder having an interest in real property within the Assessment District No. 1, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in 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 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 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, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED: 5/3/2018, 2018

LIENHOLDER:

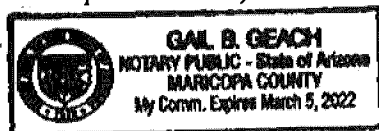
Western Alliance Bank, an Arizona Corporation

By: Paul Engler
Its: Executive Vice President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 3rd day of May, 2018, by Paul Engler, the Executive Vice President of Western Alliance Bank, an Arizona Corporation.

(Seal and Expiration Date)



Gail B. Geach
Notary Public in and for the State of Arizona

CONSENT, WAIVER AND AGREEMENT

Reference is made to that certain Cadence Community Facilities District (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the To Be Formed Assessment District No. 1, dated as of April 18, 2018, initially by and among the Cadence Community Facilities District (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "*Agreement*"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of the optionee under that certain Agreement for Sale and Purchase of Lots, dated as of August 24, 2017 (the "*Option Agreement*"), pursuant to which the optionee has an interest in real property within the Assessment District No. 1, hereby consents to, and agrees to be bound by, the terms, waivers and agreements set forth in the Agreement, acknowledges that the Agreement shall bind all the Property in which the optionee 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, on behalf of the optionee, acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Option Agreement; provided, the preceding is not intended to, and shall not apply, to any provision of such Option Agreement pertaining to the failure of the Landowners to pay any assessment levied on any parcel remaining subject to the Option Agreement in favor of the optionee. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the undersigned of the obligations of any party under the Agreement.

DATED AS OF: 5-2-, 2018

OPTIONEE:

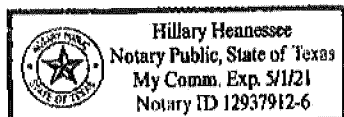
WEEKLEY HOMES LLC, a Delaware limited liability company

By: [Signature]
Name: John Burchfield
Its: General Counsel

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 2nd day of May, 2018, by John Burchfield, the General Counsel of Weekley Homes, LLC, a Delaware limited liability company.

(Seal and Expiration Date)



[Signature]
Notary Public in and for the State of Texas

CONSENT, WAIVER AND AGREEMENT

Reference is made to that certain Cadence Community Facilities District (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the to be Formed Assessment District No. 1 dated April 18, 2018, initially by and among Cadence Community Facilities District (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "Agreement"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of all of the Grantees under that certain Drainage Easement Agreement, dated April 11, 2014, by and between PACIFIC PROVING, LLC, a Delaware limited liability company as Grantor, and PPGN-ELLSWORTH, LLLP, PPGN-CORE, LLLP, PPGN-RAY, LLLP, PPGN-CRISMON, LLLP, and PPGN-WILLIAMS, LLLP, each an Arizona limited liability limited partnership, as Grantees, recorded in the Official Records of Maricopa County, Arizona, as Instrument No. 2014-0278110 (the "Easement Agreement"), pursuant to which the Grantees' property as described in Exhibit "A" (the "Property") of the Easement Agreement benefits from a perpetual, non-exclusive easement in, on, over, under, across and through the Easement Property, as described in Exhibit "B" of the Easement Agreement, in order to provide for the drainage of flood, storm and other naturally occurring surface water runoff from the Grantees' Property, hereby consent to, and agree to be bound by, the terms, waivers and agreements of the Agreement, acknowledge that the Agreement shall bind all the Property in which the Grantees have 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, on behalf of the Grantees, acknowledges that the proceedings and related actions contemplated by the Agreement will not violate the Easement Agreement. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the Grantees of the obligations of any party under the Agreement.

DATED AS OF: April 18, 2018

GRANTEE:

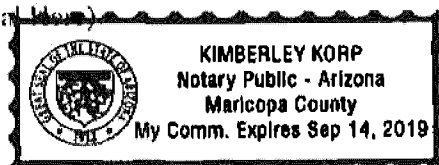
PPGN-Ray, LLLP,
an Arizona limited liability limited partnership,
By: PPGN-GH, Inc.,
a Delaware corporation

By: [Signature]
(signature)
Name: Timothy P. Brislin
Its: Vice President

STATE OF ARIZONA }
COUNTY OF MARICOPA } §

The foregoing instrument was acknowledged before me this 18th day of April, 2018, by Timothy P. Brislin, the Vice President of PPGN-GH, Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledges that he/she signed the above/attached document on behalf of PPGN-Ray, LLLP, an Arizona limited liability limited partnership.

(Affix Notary Seal Here)



PHX 332688810v2

[Signature]
Notary Public

Signature Page to Consent, Waiver and Agreement:

GRANTEE:

PPGN-Core, LLLP,
an Arizona limited liability limited partnership

By: PPGN-GH, Inc.,
a Delaware corporation

By: *Timothy P. Brislin*
(signature)

Name: Timothy P. Brislin

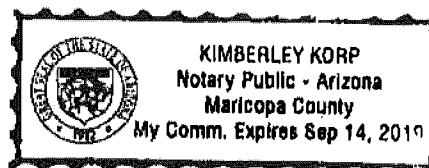
Its: Vice President

STATE OF ARIZONA }
COUNTY OF MARICOPA } §

The foregoing instrument was acknowledged before me this 12th day of April 2018, by Timothy P. Brislin, the Vice President of PPGN-GH, Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledges that he/she signed the above/attached document on behalf of PPGN-Core, LLLP, an Arizona limited liability limited partnership.

Kimberley Korp
Notary Public

(Affix Notary Seal Here)



Signature Page to Consent, Waiver and Agreement:

GRANTEE:

PPGN-Crismon, LLLP,
an Arizona limited liability partnership

By: PPGN-GH, Inc.,
a Delaware corporation

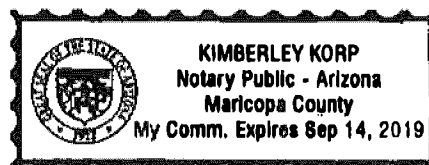
By: Timothy P. Brislin
(signature)
Name: Timothy P. Brislin
Its: Vice President

STATE OF ARIZONA }
COUNTY OF MARICOPA } §

The foregoing instrument was acknowledged before me this 12th day of April 2018, by Timothy P. Brislin, the Vice President of PPGN-GH, Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledges that he/she signed the above/attached document on behalf of PPGN-Crismon, LLLP, an Arizona limited liability partnership.

Kimberley Korp
Notary Public

(Affix Notary Seal Here)



Signature Page to Consent, Waiver and Agreement:

GRANTEE:

PPGN-Ellsworth, LLLP,
an Arizona limited liability limited partnership

By: PPGN-GH, Inc.,
a Delaware corporation

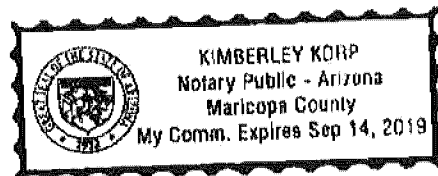
By: Timothy P. Brislin
(signature)
Name: Timothy P. Brislin
Its: Vice President

STATE OF ARIZONA }
COUNTY OF MARICOPA } §

The foregoing instrument was acknowledged before me this 12th day of April 2018, by Timothy P. Brislin, the Vice President of PPGN-GH, Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledges that he/she signed the above/attached document on behalf of PPGN-Ellsworth, LLLP, an Arizona limited liability limited partnership.

Kimberley Korp
Notary Public

(Affix Notary Seal Here)



Signature Page to Consent, Waiver and Agreement:

GRANTEE:

PPGN-Williams, LLLP,
an Arizona limited liability limited partnership

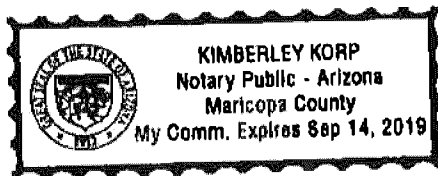
By: PPGN-GH, Inc.,
a Delaware corporation

By: Timothy P. Beislin
(signature)
Name: Timothy P. Beislin
Its: Vice President

STATE OF ARIZONA }
COUNTY OF MARICOPA } §

The foregoing instrument was acknowledged before me this 12th day of April 2018, by Timothy P. Beislin, the Vice President of PPGN-GH, Inc., a Delaware corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledges that he/she signed the above/attached document on behalf of PPGN-Williams, LLLP, an Arizona limited liability limited partnership.

Kimberley Korp
Notary Public



(Affix Notary Seal Here)

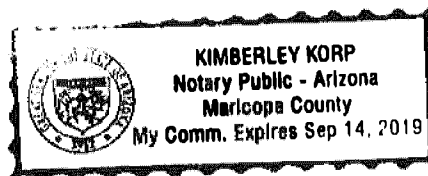


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

LOTS 1 THROUGH 81, INCLUSIVE OF FINAL PLAT PARCEL A AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 30; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 24, 2017 AS 2017-0537866 OF OFFICIAL RECORDS.

PARCEL B:

LOTS 71 THROUGH 117, INCLUSIVE OF FINAL PLAT PARCEL B AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 32; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534782 OF OFFICIAL RECORDS.

PARCEL C:

LOTS 118 THROUGH 166, INCLUSIVE OF FINAL PLAT PARCEL C AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 26; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534785 OF OFFICIAL RECORDS.

PARCEL D:

LOTS 167 THROUGH 248, INCLUSIVE OF FINAL PLAT PARCEL D AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 31.

PARCEL E:

LOTS 249 THROUGH 320, INCLUSIVE OF FINAL PLAT PARCEL E AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 33.

PARCEL F:

LOTS 321 THROUGH 377, INCLUSIVE OF FINAL PLAT PARCEL F AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 22; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534784 OF OFFICIAL RECORDS.

PARCEL G:

LOTS 378 THROUGH 431, INCLUSIVE OF FINAL PLAT PARCEL G AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS,

PAGE 29; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534786 OF OFFICIAL RECORDS.

PARCEL H:

LOTS 432 THROUGH 496, INCLUSIVE OF FINAL PLAT PARCEL H AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 24; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534787 OF OFFICIAL RECORDS.

PARCEL I:

LOTS 497 THROUGH 564, INCLUSIVE OF FINAL PLAT PARCEL I AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 23; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 24, 2017 AS 2017-0534788 OF OFFICIAL RECORDS.

EXHIBIT B

PUBLIC INFRASTRUCTURE

The Assessment District No. 1 shall finance the acquisition of public infrastructure (as such term is defined in the Act), including particularly the acquisition by the District of the following:

<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>	<u>COMPLETION¹</u>
Cadence Parkway, Phase 2	\$4,670,465	June 28, 2018
Construction of Cadence Parkway (Phase 2), which will be continued and financed with additional assessment bonds.		
Construction of Cadence Parkway (Phase 2) within the District and not previously reimbursed consisting of approximately 4,300 linear feet of full street improvements. These improvements include sewer, sewer manholes, water, water valves, fire hydrants, storm drains, storm drain manholes, concrete catch basins, storm drain bleed lines, concrete curb, concrete sidewalk, concrete ramps with truncated domes, paving, striping, street lights, public signage, hardscape, landscape and irrigation. The roadway consists of two paved driving lanes of 3 1/2 inches of asphaltic concrete over 6 inches of aggregate base course and a raised divided landscaped median. All improvements are shown on the approved plans dated February 24, 2017 by the City of Mesa.		
TOTAL: \$4,670,465		

¹ Completion represents the date by which the Developer expects the public infrastructure to be constructed, which may differ from the date that it is accepted by the District/City.

EXHIBIT C

**FINAL PLAT/IMPROVEMENT PLANS
(CFD INFRASTRUCTURE)**

FINAL PLAT	ENGINEERING FIRM	ENGINEER	RECORDING NO.	RECORDING DATE
Final Plat Cadence Parkway	EPS Group, Inc.	Mary Kennedy, RLS 21071	Book 1315, Page 25, Instrument No 2017-0187049, Maricopa County, AZ	3/16/17

IMPROVEMENT PLANS – CADENCE PARKWAY (CFD INFRASTRUCTURE)

PLAN NAME	ENGINEERING FIRM	JOB NO.	ENGINEER	SEAL DATE
Improvement Plans for Cadence Parkway	EPS Group, Inc	11-007-1	Kevin G. Morgan, P.E.(Civil), 30014	1/20/2015
Signing and Striping Plan for Cadence Parkway	EPS Group, Inc	11-007-1	Kevin G. Morgan, P.E.(Civil), 30014	1/20/2015
Cadence Parkway Landscape Documents	Greey Pickett	HAR003	Russell E. Greey, L.A., 28448	5/11/2015
Cadence Parkway Street Light Plan	Wright Engineering Corp.	14005	Adam M. Bowers, P.E.(Electrical), 46691	5/11/2015
Cadence Parkway Site Electrical Plan	Wright Engineering Corp.	HAR003	Clifford M. Tolman, P.E. (Electrical), 57159	5/12/2015

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL A:

LOTS 1 THROUGH 81, INCLUSIVE OF FINAL PLAT PARCEL A AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 30; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 24, 2017 AS 2017-0537866 OF OFFICIAL RECORDS.

PARCEL B:

LOTS 71 THROUGH 117, INCLUSIVE OF FINAL PLAT PARCEL B AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 32; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534782 OF OFFICIAL RECORDS.

PARCEL C:

LOTS 118 THROUGH 166, INCLUSIVE OF FINAL PLAT PARCEL C AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 26; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534785 OF OFFICIAL RECORDS.

PARCEL D:

LOTS 167 THROUGH 248, INCLUSIVE OF FINAL PLAT PARCEL D AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 31.

PARCEL E:

LOTS 249 THROUGH 320, INCLUSIVE OF FINAL PLAT PARCEL E AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 33.

PARCEL F:

LOTS 321 THROUGH 377, INCLUSIVE OF FINAL PLAT PARCEL F AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 22; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 21, 2017 AS 2017-0534784 OF OFFICIAL RECORDS.

PARCEL G:

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PARCEL H:

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PARCEL I:

LOTS 497 THROUGH 564, INCLUSIVE OF FINAL PLAT PARCEL I AT PPGN, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNT, ARIZONA, RECORDED IN BOOK 1315 OF MAPS, PAGE 23; AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED JULY 24, 2017 AS 2017-0534788 OF OFFICIAL RECORDS.

EXHIBIT “A-1”

CONSENT, WAIVER AND AGREEMENT

Reference is made to that certain Cadence Community Facilities District (City of Mesa, Arizona) Waiver and Development Agreement Pertaining to the to be Formed Assessment District No. 1 dated April 18, 2018, initially by and among Cadence Community Facilities District (City of Mesa, Arizona), the Developer (as defined therein) and the Landowners (as defined therein), to which this Consent, Waiver and Agreement is attached (the "Agreement"). All capitalized terms used and not otherwise defined in this Consent, Waiver and Agreement shall have the meanings set forth in the Agreement. The undersigned, on behalf of the Beneficiary under that certain Construction Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement), dated September 7, 2017, by and between CND-CADENCE, LLC, an Arizona limited liability company as Trustor (borrower), FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, as Trustee, and WESTERN ALLIANCE BANK, an Arizona corporation as Beneficiary (lender), recorded in the Official Records of Maricopa County, Arizona, as Instrument No. 2017-0663512 (the "Deed of Trust"), pursuant to which the Beneficiary has an interest in real property within the Assessment District No. 1, hereby consents to, and agrees to be bound by, the terms, waivers and agreements of the Agreement, acknowledges that the Agreement shall bind all the Property in which the Beneficiary 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, on behalf of the Beneficiary, 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 Trustee in favor of the Beneficiary; provided, the preceding is not intended to, and shall not apply, to any provision of such Deed of Trust or other such security instrument pertaining to the failure of the Trustor to pay any assessment levied on any parcel remaining subject to the Deed of Trust in favor of the Beneficiary. Further, in no event shall anything in this Consent, Waiver and Agreement constitute a personal assumption by the Beneficiary of the obligations of any party under the Agreement.

DATED AS OF: ~~April~~ 3, 2018

May

BENEFICIARY:

WESTERN ALLIANCE BANK,
an Arizona corporation

By

Name:

Title:

Vicki Williams
Vicki Williams
Senior Vice President

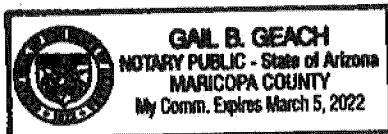
STATE OF Arizona)

) ss.

COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 3rd day of ~~April~~ May, 2018, by Vicki Williams, the Sr. Vice President, of WESTERN ALLIANCE BANK, an Arizona corporation.

(Seal and Expiration Date)



PHX 332688810v2

Gail B. Geach
Notary Public in and for the State of Arizona