COMMUNITY MAINTENANCE AGREEMENT

This Community Maintenance Agreement (this "Agreement") is made as of 01-17-23, 2023, among Brookfield ASLD 8500 LLC, a Delaware limited liability company ("Developer"), Blossom Rock Community Alliance, Inc., an Arizona nonprofit corporation (the "Community Alliance"), and the City of Apache Junction, an Arizona municipal corporation ("City") , collectively referred to as the "Parties" or individually as a "Party".

RECITALS

A. Developer is the developer of the project located in the City of Apache Junction and commonly known as "Blossom Rock" (the "Development" or "Community"), shown on **Exhibit A** attached hereto.

B. The Development is governed, in part, by the Development Agreement for Superstition Vistas between the City and D.R. Horton, Inc., a Delaware corporation, dated October 28, 2021 and recorded as Fee No. 2021 140530, official records of Pinal County, Arizona (the "DA").

C. The Community Alliance was created pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Blossom Rock recorded June 24, 2022 as Fee No. 2022 072799 (the "Community Declaration"), to provide Development-wide private governance.

D. Pursuant to Section 4.7.B.2 of the DA, Developer may design and install in public streets within the Development, specialty poles for traffic control and street name signs, specialty street and sidewalk lighting, specialty street signage, and specialty paving materials, all of which are designated in the DA as "Specialty Features and Materials". Some or all of the Specialty Features and Materials will be located in publicly dedicated rights-of-way within or adjacent easement areas.

E. Section 4.7.B.2 of the DA requires that, at the Development Unit Plan stage of the planning process, Developer and the City will enter into one or more maintenance agreements concerning the Specialty Features and Materials.

F. Pursuant to Section 4.7.B.2 of the DA, Developer is to install and maintain the landscaping within and adjacent to the road rights-of-way within the Development.

G. The Parties 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, Arterial Median Landscaping, the Public Parks, and various other elements within the Community.

H. The Parties acknowledge and agree that this Agreement applies to the real property contained within **Exhibit B** as attached, and to the public right-of-way located within or adjacent to such real property, but that it may be amended or supplemented from time to time to

incorporate provisions specific to new Development Units or portions of new Development Units.

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, the Parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not defined in the Agreement shall have the meanings given to them in the DA.

2. Specialty Features and Materials.

a. Additional Specialty Features and Materials. In addition to the "Specialty Features and Materials" listed in the DA, Developer may design and install in and around public streets within the Development custom street signs and custom pavement. For purposes of this Agreement, the term "Specialty Features and Materials" means the foregoing custom street signs and custom pavement, as well as the "Specialty Features and Materials" listed in the DA.

b. Design of Specialty Features and Materials. Developer shall be responsible for the design of any and all Specialty Features and Materials, if any are desired by Developer, which design shall be subject to approval by the City 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, and, with respect to specialty street name signage, must accommodate the attachment to City-standard poles as well as the specialty poles.

c. Installation of Specialty Features and Materials. Developer 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. The Community Alliance shall maintain an inventory (the "Replacement Inventory") of replacement parts for any and 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 the Community Alliance, provided that the Community Alliance 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. The Community Alliance 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.

e. Maintenance of Specialty Features and Materials.

i. In connection with its review of the design of any Specialty Features and Materials, the City Engineer shall determine in his or her sole discretion whether the City will maintain the Specialty Features and Materials itself or require that the Community Alliance do so.

ii. In all cases where the City Engineer determines that Developer shall maintain, repair and replace certain Specialty Features and Materials that will be located within City right-of-way, the City hereby grants to Developer, its 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 17 below. Developer shall provide the City with not less than five (5) business days notice of its intended activities before entering upon any dedicated right-of-way in connection with such license, except that, in the case of an emergency presenting a threat to public health or safety (if Developer determines that it should act to address such emergency, which it shall not be obligated to do), Developer 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 Developer 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, or vice versa (including by way of example only, where a City-standard street sign is to be attached to a non-standard pole), and the City Engineer determines that such Specialty Features and Materials are to be maintained by Developer, the City shall retain all responsibility for all maintenance, repair and replacement of the City-standard component and Developer shall have no responsibility to maintain, repair or replace the City-standard component. Notwithstanding the foregoing, Developer 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 Engineer determines that the City shall maintain, repair and replace certain Specialty Features and Materials, the Community Alliance shall be required to pay to the City on an annual basis the additional cost, if any, incurred by the City to perform maintenance or repair of the relevant Specialty Features and Materials in the public streets that exceeed the amount the City would have incurred to perform maintenance or repair of standard poles, lighting, signage and paving materials.

v. In all cases where the City Engineer determines that the City shall maintain, repair and replace certain Specialty Features and Materials, if Developer 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 Developer within ten (10) business days advising whether or when the City intends to undertake such maintenance, repair or replacement.

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 the Developer or the City potentially to be subject to greater future liability or risk of liability to third parties, then, upon request, Developer and the City shall confer and reach a mutually acceptable means to address the design, installation or manufacture concern within a reasonably prompt period of time.

3. Arterial Median Landscaping. As used herein, the term "Arterial Median Landscaping" means the landscaping within medians located in those portions of Ironwood Drive, Ray Avenue, Idaho Road, and Elliot Road adjacent to the Community, and Blossom Rock Trail and Warner Road through the Community.

a. Developer shall design and install the Arterial Median Landscaping, at Developer's expense, subject to ordinary City approval, permitting and acceptance processes and the terms of the DA. Developer and the City acknowledge that Developer intends that the Arterial Median Landscaping will be enhanced in certain respects (which may include, for example, greater size and/or density of plant materials, different plant palettes, and heavier or more frequent watering) as compared to the City-standard landscaping found in other arterial medians.

b. Upon completion and acceptance of all or any portion of the Arterial Median Landscaping, the Commnuity Alliance shall thereafter maintain the accepted Arterial Median Landscaping, subject to obtaining from the City an annual right-of-way landscape maintenance permit.

4. Open Space; Public Parks. As used in this Section 4, (i) the term Public Parks" means any and all parks or other open space areas in the Development that are conveyed to the City for public use, and (ii) the term "Public Park Improvements" means any and all improvements located within the Public Parks. The location of the Public Parks within Phase 1 of the Development, as well as private parks in Phase 1, are shown in **Exhibit C** attached hereto

a. The Community Alliance shall be responsible for maintaining all parks and common area open spaces within the Development, including the Public Parks. Except with respect to costs associated with Public Parks, the cost of such maintenance shall be paid by the Community Alliance. With respect to Public Parks, the cost of such maintenance shall paid initially by the Community Alliance, subject to partial reimbursement of such costs by the City, as set forth in Subsection 4(c) below. Developer and the City acknowledge that the Public Park Improvements will be built in phases and that Developer intends that the Park Improvements, in some phases, will include Specialty Features and Materials and otherwise will include

landscaping and other improvements that are enhanced in certain respects as compared to the standard improvements found in other City parks.

b. As part of the approval process for each phase of the Public Parks, Devloper will provide the City's Parks Department 30%/60%/90% design plans for review and collaborate to determine which improvements in such phase are City-standard and which are Specialty Features and Materials.

c. In the case of City-standard improvements within the Public Parks, maintenance shall be conducted in accordance with mutually agreed upon specifications ("Standard Park Maintenance"). In the case of Specialty Features and Materials, as part of the approval process for each phase of the Public Parks, the City's Parks Department and the Community Alliance will collaborate to develop a set of maintenance specifications for Specialty Features and Materials ("Specialty Park Maintenance"). Prior to the development of each phase of the Public Parks, the City, Developer and the Community Alliance shall: (i) prepare an assessment of proposed improvements and designate whether such improvements are deemed to require Specialty Park Maintenance or Standard Park Maintenance; and (ii) shall attach to this Agreement an Addendum approved by the Parties, describing the Specialty Features and Materials located in such phase and indicating resulting responsibilities for maintenance and costs of maintenance.

d. The Community Alliance initially shall pay for the cost to maintain the Park Improvements, and, except as set forth in any mutually agreed Addendum to this Agreement, the City shall reimburse the Community Alliance for such costs, up to a maximum reimbursement of $12,485 per acre of public park space per year (adjusted for inflation based on increases in the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the United States Department of Commerce). No later than ninety (90) calendar days after the expiration of each fiscal year during the term of this Agreement, the Community Alliance shall send to the City a statement of the amount payable by the City under this Section 4 for the preceding fiscal year, including a statement of both the costs of Standard Park Maintenance and the costs of Specialty Park Maintenance, accompanied by a reasonably detailing accounting of such costs (collectively, the "Annual Park Cost Report"). In the case of Park Improvements accepted by the City during the preceding fiscal year, the payment by the City for such year shall be prorated based on the date of acceptance. The City may make such payment without prejudice to its rights under this Subsection 4(c). The City shall have sixty (60) calendar days after its receipt of Annual Park Cost Report to notify the Community Alliance of any objections to the Annual Park Cost Report. If the City timely gives notice of such objections within thirty (30) calendar days of the 60th day deadline noted above, and if the Parties do not resolve the matter by negotiation within thirty (30) calendar days after such notice is given, then the matter shall be resolved in accordance with Section 13 below. Until such objections are resolved pursuant to the foregoing process, the City shall make annual payments to the Community Alliance in an amount equal to the prior annual payment. Notwithstanding anything to the contrary in this Section 4, the City shall pay any and all undisputed amounts set forth in the Annual Park Cost Report on a timely basis, and only the disputed amounts shall be subject to the dispute resolution procedures under this Agreement. The Community Alliance agrees to bid all maintenance contracts for the Public Parks in a manner that satisfies appliocable public bidding

processes, and in a manner that allocates the costs of maintaining the Public Parks separately from the costs of maintaining other landscaped areas not within the Public Parks. Notwithstanding the above, the City's reimbursement obligation is subject to City Council appropriation of maintenance funds on a fiscal year basis.

e. All landscaping within common areas and Public Parks in the Community, and all parkway trees (i.e., trees that are located between streetside curbs parallel sidewalks within a homeowner's front yard) will be irrigated with "non-potable water" through the Community's lake system.

f. To the extent that this Section 4 requires Developer or the Community Alliance to enter upon City-owned property to conduct maintenance, the City hereby grants a temporary maintenance license to Developer and the Community Alliance for such purposes.

5. Drainage Crossing under Public Streets. Developer shall be responsible for keeping drainage pipes and culverts running beneath City right-of-way with the Development free from debris and other materials that impeded the proper flow of stormwater through such pipes and culverts. The City shall provide Developer with any necessary license or easement to enable Developer to enter upon the right-of-way in connection with such maintenance. If Developer's failure to maintain such pipes and culverts results in any damage to other City improvements, Developer also shall repair such other City improvements within thirty (30) calendar days upon notice from City for such repair, provided that if such repair is not capable of being completed within thirty (30) days then Developer shall commence the repair within said thirty (30) period and shall thereafter diligently pursue such repir to completion.

6. Maintenance of Sidewalks and Landscaping within Public Utility and Facilities Easements. The Parties acknowledge that Developer intends to install (or require third party homebuilders to install) sidewalks and landscaping improvements within areas that are subject to public facilities and utilities easements benefitting the City. Maintenance of the landscaping improvements shall be the responsibility of the owner of the underlying real property, at such owner's expense, except to the extent that such maintenance is the responsibility of the Community Alliance or the Residential Association (as defined in Section 30 below) as may be set forth in any document now or hereafter recorded. Maintenance of the sidewalks shall be the responsibility of the Community Alliance.

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

8. Maintenance of Private Street Improvements. Developer and the City acknowledge that some streets in the Community will be private. Maintenance of the private

streets shall be the responsibility of the Community Alliance at the Community Alliance's expense.

9. Maintenance of City Utility Improvements within Private Streets. Developer and the City acknowledge that some streets in the Community will be private, but may have public water, sewer and storm drain utilities. Maintenance of the City utilities shall be the responsibility of the City at the City's expense. In the event the City removes or damages any private street improvements while performing maintenance on the City utility improvements, the City shall be responsible for repairing and restoring the private street improvements at the City's cost.

10. Maintenance Standards. All maintenance, repair or replacement work required or permitted to be performed by or on behalf of Developer (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 or a public park (as applicable), including all applicable procedures regarding safety and regarding minimizing any inconvenience to the public.

11. Intentionally Omitted.

12. City Maintenance Authority.

a. The City reserves its existing authority to undertake any maintenance, repair or replacement of the Park Improvements and 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 18 below. To the extent that the City does not already have the authority to undertake the foregoing maintenance, repair or replacement of the Park Improvements and the Specialty Features and Materials, Developer here grants such authority to the City.

b. If the City determines that Developer has failed to perform maintenance, repair or replacement of any Park Improvements or 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 Developer not less than five (5) business days' written notice of such determination and Developer 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 17 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, Developer 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 Developer or its contractor damages any such City-standard part before returning it to the City, Developer shall be responsible for the cost of repairing such damage or, if necessary, replacing such part.

13. Dispute Resolution. All claims, disputes and other contested matters between the Parties arising out of or relating to this Agreement or the breach thereof, shall be addressed in accordance with Section 6 of the DA.

14. Effectiveness. This Agreement shall be effective immediately upon its execution by the Parties.

15. Term. The rights and obligations set forth in this Agreement shall continue for twenty-five (25) years from the effective date of this Agreement, and shall be automatically renewed for successive renewal terms of fifteen (15) years each, unless, no sooner than one hundred eighty (180) calendar days and no later than sixty (60) calendar days before the end of the initial term or a renewal term (as applicable), either 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 Developer 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 Developer shall be responsible for the cost of replacing the Specialty Features and Materials with City-standard facilities.

16. 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 the foregoing, the Parties agree that the ongoing ownership, operation and maintenance obligations of Developer may be assigned only as follows: (a) pursuant to an assignment of some or all of such obligations to the Community Alliance, or one or more other property owners' association(s) established by Developer; (b) pursuant to a partial assignment of obligations pertaining to the Arterial Median Landscaping to a community facilities district established for purposes that include maintenance of public roadways; (c) pursuant to a partial assignment of obligations pertaining to Specialty Features and Materials to a developer of land within the Community or to a property owners' association established by such developer; or (d) as part of a complete assignment, from Developer to a successor master developer, of all unassigned rights and obligations of Developer under this Agreement and under the DA. In all such cases, Developer agrees to provide the City

with written notice of any assignment of all or any rights and obligations of Developer within ninety (90) calendar days following such assignment, which shall include the assignee's commitment to pay and perform the applicable obligations of Developer under this Agreement. Upon compliance with the foregoing, including the City's receipt of the above-referenced notice, Developer's liabilities under this Agreement shall terminate as to the obligations assigned. Except as set forth in this Section 16, no Party may assign any of its rights under this Agreement without the prior written consent of the other Party. By its signature below, the Community Alliance agrees to accept any assignment(s) by Developer of any or all obligations of Developer under this Agreement, pursuant to this Section 16.

17. 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(ies) may require that Developer (and/or the Community Alliance) and the City Manager of the City of Apache Junction, 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 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.

18. 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 18. All notices shall be sent to each Party at the address set forth following its name below:

To City:	City of Apache Junction 300 Superstition Boulevard Apache Junction, Arizona 85119 Attention: City Manager
With a copy to:	City of Apache Junction 300 Superstition Boulevard Apache Junction, Arizona 85119 Attn: City Attorney

To Developer:	Brookfield ASLD 8500 LLC c/o Brookfield Arizona Management LLC Attention: Eric J. Tune 14646 Kierland Boulevard Suite 270 Scottsdale, Arizona 85254
With a copy to:	Gordon E. Hunt, Esq. Biskind, Hunt & Semro, PLC 8901 E. Pima Center Pkwy. Suite 155 Scottsdale, Arizona 85258
To the Community Alliance:	Blossom Rock Community Alliance, Inc. c/o DMB Community Life Inc. 7600 E. Doubletree Ranch Rd. Suite 250 Scottsdale, Arizona 85258 Attn: Chadwick Reed

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.

19. 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.

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

21. 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.

22. 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.

23. Entire Agreement. This Agreement and any attachments represent the entire agreement between the Parties and supersede all prior negotiations, representations or agreements, either express or implied, written or oral; provided that nothing in this Agreement

supersedes the DA. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

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

25. 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.

26. Governing Law and Attorney Fees and Costs. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the substantially prevailing Party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees (inclusive of professional services/meals/lodging/ transportation), court costs, and transcript fees.

27. Prohibition to Contract with Developer Who Engages in Boycott of the State of Israel. The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Developers who engage in boycotts of the State of Israel. Should Developer under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

28. Conflict of Interest Statute. This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

29. 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.

30. Satisfaction of DA Requirements. This Agreement, together with all Addendums contemplated by this Agreement, shall be deemed to satisfy in full the obligations of the Parties to enter into the maintenance agreements pursuant to Section 4.7.B.2 of the DA (the "DA

Maintenance Agreement Obligations"). As and when this Agreement is amended or when supplemented to include provisions specific to new Development Units or portions of new Development Units, the amendment or supplement shall be deemed to satisfy in full the DA Maintenance Agreement Obligations insofar as they apply to the applicable new Development Units or portions of new Development Units. In the event of any conflict between the terms of this Agreement (and/or the terms of any amendment or supplement to this Agreement) and the terms of the DA, the terms of this Agreement (or the amendment or supplement to this Agreement) shall govern.

31. Action by Residential Association. The City agrees that if Blossom Rock Residential Association, Inc., a non-profit corporation (the "Residential Association"), or an owner of private land within the Development (an "Owner") properly pays or performs any obligation of Developer or the Community Alliance under this Agreement, the City will accept such payment or performance, provided that accepting performance from the Residential Association or an Owner shall not be deemed to waive of any rights against Developer or the Community Alliance for any failure to pay or perform any other obligation under this Agreement.

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

THE CITY OF APACHE JUNCTION, an Arizona municipal corporation

By: Walter Chip Wilson
Name: _____
Title: MAYOR, Apache Junction

BROOKFIELD ASLD 8500 LLC, a Delaware limited liability

By: Brookfield Residential (Arizona) LLC, a Delaware limited liability company, its Manager

By: _____
Name: Roger D. Theis
Its: Vice President

By: _____
Name: ERIC J. TUDE
Its: VICE PRESIDENT

BLOSSOM ROCK COMMUNITY ALLIANCE, INC., an Arizona non-profit corporation

By: _____

Name: Eric J. Tuke

Its: President

STATE OF ARIZONA)
) ss.
County of Pinal)

The foregoing instrument was acknowledged before me this 17 day of January, 2023, by Walter "Chip" Wilson, the MAYOR of THE CITY OF APACHE JUNCTION, an Arizona municipal corporation, on behalf of the municipal corporation.

OFFICIAL SEAL
Jennifer D Pena
NOTARY PUBLIC - ARIZONA
Maricopa County
COMM # 578749
My Comm. Expires Nov. 18, 2023

Jennifer D Pena
Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 2nd day of December, 2022, by Roger D. Theis, the Vice President, and Eric J. Tune, the Vice President, of BROOKFIELD ASLD 8500 LLC, a Delaware limited liability, on behalf thereof.

Holly A. Crea
Notary Public

My Commission Expires:
August 18, 2023

HOLLY A CREA
Notary Public, State of Arizona
Maricopa County
Commission # 568279
My Commission Expires
August 18, 2023

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this 2nd day of December, 2022, by Eric J. Tune, the President of BLOSSOM ROCK COMMUNITY ALLIANCE, INC., an Arizona non-profit corporation, on behalf of the non-profit corporation.

Holly A. Crea
Notary Public

My Commission Expires:
August 18, 2023

HOLLY A CREA
Notary Public, State of Arizona
Maricopa County
Commission # 568279
My Commission Expires
August 18, 2023

ATTEST:

_____

Jennifer Pena
City Clerk

APPROVED AS TO FORM:

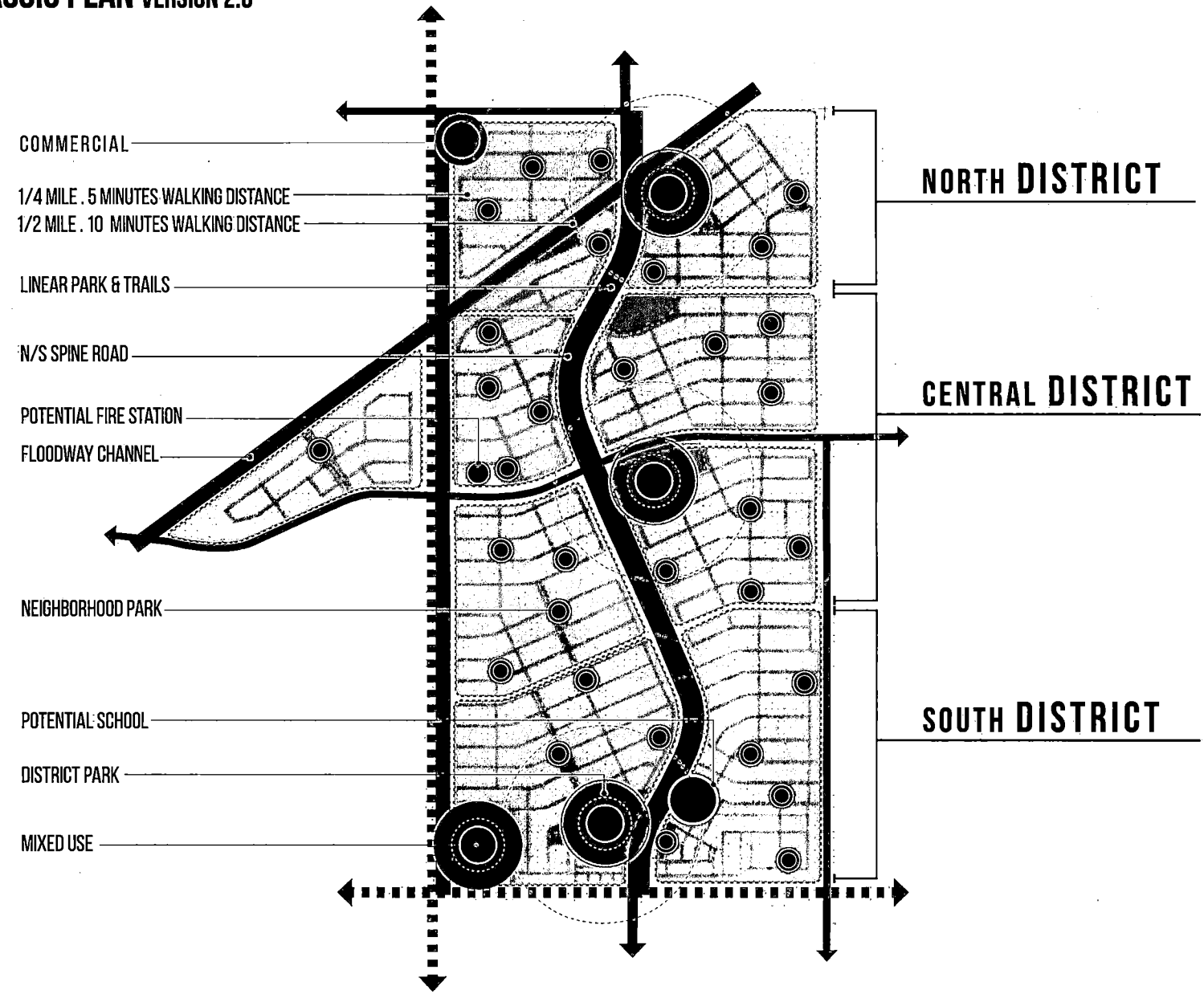
12·5·22

R. Joel Stern
City Attorney

EXHIBIT A

[see attached, map of Blossom Rock,
which is preliminary and conceptual and subject to change]

THE CHASSIS PLAN VERSION 2.0



Brookfield Residential

SUPERSTITION VISTAS

NTS
5.19.21

SWABACK Architects + Planners

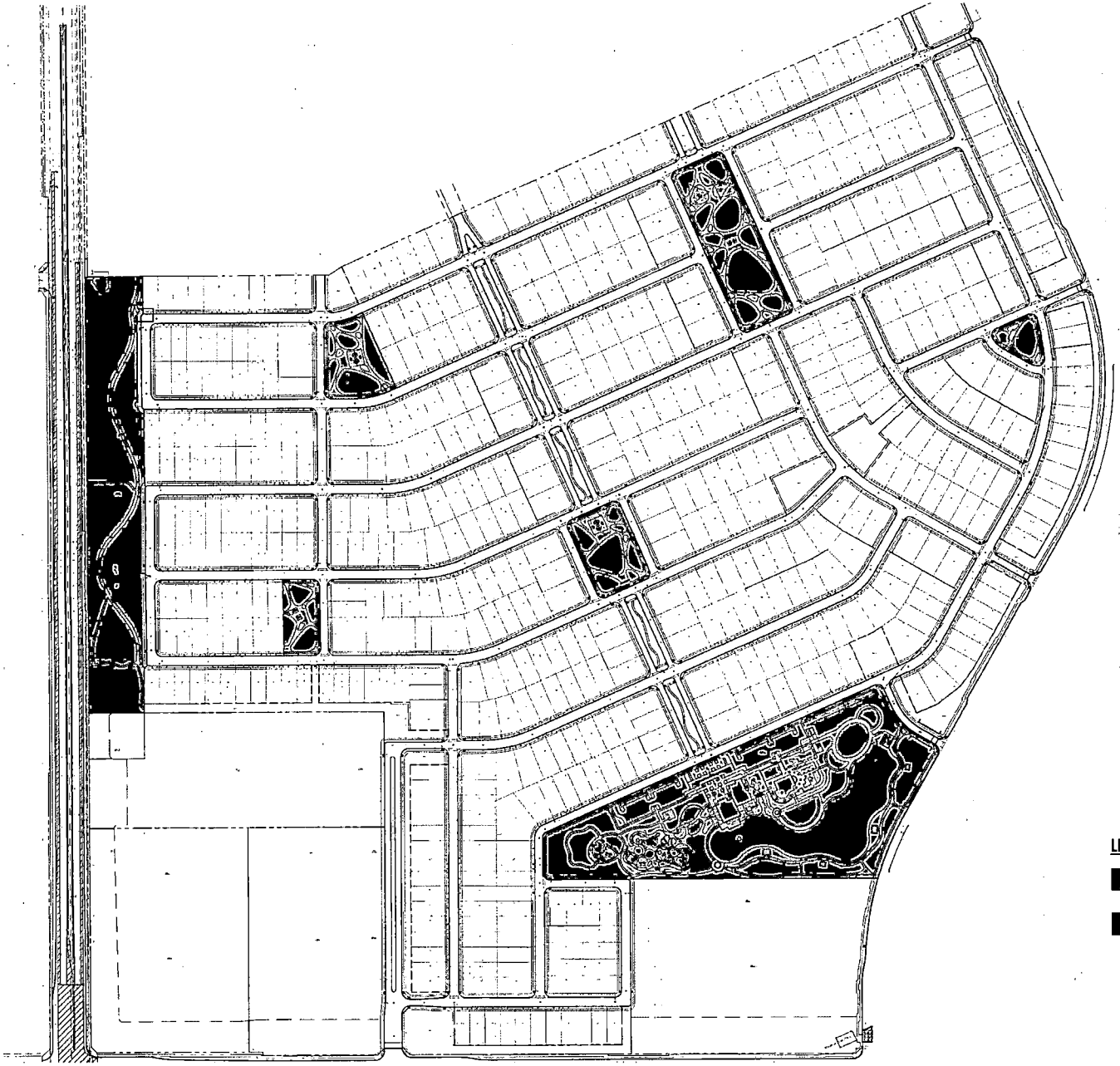
EXHIBIT B
Properties Included within Community Maintenance Agreement
(as of October 31, 2022)

Final Plat	Final County Recordation Number
Final Plat for Infrastructure for Superstition Vistas Development Unit 2 – Ray Avenue Phase 1	2022-084915
Final Plat for Infrastructure for Superstition Vistas Development Units 1 and 2 – Ironwood Drive Phases 1 and 2	2022-084916
Final Plat for Infrastructure for Superstition Vistas Development Unit 2 – Blossom Rock Trail Phase 1	2022-084917
Final Plat for Blossom Rock Phase 1	2022-084918
Final Plat for Blossom Rock Phase 2	2022-084919

EXHIBIT C

[see attached]

PHASE 1



LEGEND

- PRIVATE
- PUBLIC

SCALE - 1"=500'

07.19.2022

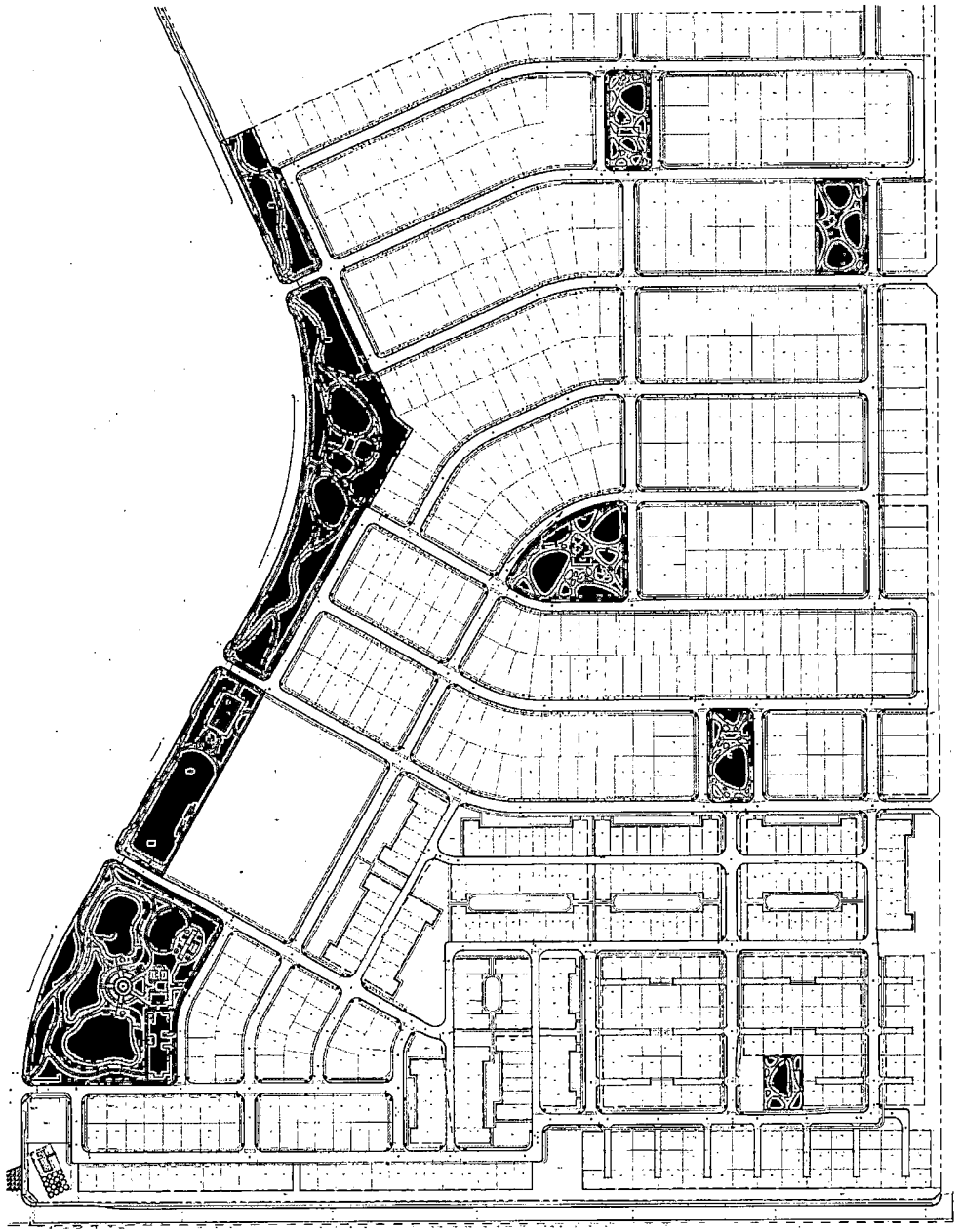
Brookfield
Residential

BLOSSOM ROCK

PHASE 1&2 PUBLIC/PRIVATE OPEN SPACES

SWABACK
Architects + Planners

PHASE 2



LEGEND

PRIVATE

PUBLIC

SCALE - 1"=600'

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Brookfield
Residential

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SWABACK Inc.
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