

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS APPROVING RELEASE OF THIRD PARTY TRUST ASSURANCE AGREEMENT (TRUST NO. 201937R) AND ACCEPTING A SUBSTITUTE THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (TRUST NO. 60,513) FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH RED ROCK VILLAGE V, LOCATED IN SECTIONS 8, TOWNSHIP 10 SOUTH, RANGE 10 EAST. SUPERVISORY DISTRICT 4

WHEREAS, Pinal County, the “Subdivider” as referred to in attached Exhibit A, and Title Security Agency, LLC, a Delaware limited liability company (“Trustee”) are parties to that certain Third Party Trust Assurance Agreement for Construction of Subdivision Improvements (Trust No. 201937R) for Red Rock Village V; and

WHEREAS, “Subdivider” has requested a release from the Trust Agreement for Red Rock Village V and has provided substitute Third Party Trust Assurance Agreement for Construction of Subdivision Improvements (Trust No. 60,513) as substitute assurance for the completion of the subdivision improvements required for Red Rock Village V, a copy of which is set forth in the attached Exhibit C; and

WHEREAS, the Pinal County Board of Supervisors has determined that Third Party Trust Agreement No. 60,513 provides adequate substitute assurance for the completion of subdivision improvements required for Red Rock Village V.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that Red Rock Village V, as legally described in attached Exhibit B is hereby released from Third Party Trust Assurance Agreement for Construction of Subdivision Improvements (Trust No. 201937R).

BE IT FURTHER RESOLVED, that Third Party Trust Assurance Agreement for Construction of Subdivision Improvements (Trust No. 60,513) set forth as Exhibit C, is accepted by the Pinal County Board of Supervisors upon execution of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon recording of said Resolution with the Office of the County Recorder, Pinal County, Arizona.

PASSED AND ADOPTED this _____ day of _____, 2021, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

EXHIBIT A
TO
RESOLUTION NO. _____

**[Third Party Trust Assurance Agreement for Construction of Subdivision Improvements
Trust No. 201937R]**



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross

DATE/TIME: 09/10/2020 1110

FEE: \$0.00

PAGES: 29

FEE NUMBER: 2020-090578

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, Arizona 85132

THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

This Assurance Agreement for Construction of Subdivision Improvements (this "Agreement") is made and entered into by, between and among RRV SOUTH LP, an Arizona limited liability company ("Subdivider"); TITLE SECURITY AGENCY, LLC, a Delaware limited liability company ("Trustee"), Trustee under Trust No. 201937R; and PINAL COUNTY, ARIZONA ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust, No. 201937R, which is the legal owner of the land located in Pinal County, Arizona and identified in Exhibit "A" of this Agreement. (the "Land"). Exhibit "B" is a true and correct copy of Special Warranty Deed dated September 11, 2019, conveying the land into Trust No. 2019372R.

1.2 County, Subdivider and Trustee wish to establish specific terms, conditions and guidelines relating to the subdivision of the Land (the "Subdivision") and construction of related improvements to comply with A.R.S. § 11-821 and the Pinal County Subdivision Regulations, as amended from time to time ("Code").

1.3 Trustee and Subdivider have executed, as required by Trustee, a trust agreement separate from this Agreement intended to establish the subdivision trust that is referenced in this Agreement in a form reasonably satisfactory to County ("Trust Agreement").

AGREEMENT

Based on the foregoing Recitals and attached Exhibits, which are incorporated and made a part of this Agreement as if set forth in their entirety below and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. Property Description. The Land is all of the real property identified in Exhibit "A" attached hereto which is the subject of a subdivision plat identified as A FINAL PLAT OF RED ROCK VILLAGE V (the "Subdivision Plat").

2.2. Construction of Subdivision Improvements. As a condition of approval of the Subdivision Plat, Subdivider hereby agrees to construct all improvements contemplated by the Subdivision Plat and/or by the improvement plans for the Subdivision as heretofore, or as may be hereafter, provided by Subdivider to County, including, but not limited to: streets; sanitary

sewers (if necessary); water and electric utilities; drainage and flood control improvements; parks, trails or other recreational facilities; and any other improvement noted on the Subdivision Plat or required by the Code (collectively, the "Subdivision Improvements"). Once commenced, Subdivider will diligently work toward completing the Subdivision Improvements. Subdivider's obligation to complete the Subdivision Improvements arises as of the date of this Agreement, is independent of any obligations of County and is not conditioned upon the sale of any lots or improvements within the Subdivision. Nothing in this Agreement shall be construed as an undertaking by County or Trustee to install, to guarantee the installation of, or to indemnify any other party for or relating to the installation (or failure to install) of any of the Subdivision Improvements.

2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public or County. Subdivider's performance of this requirement shall be considered in determining whether to release assurances under Paragraphs 2.5 and 2.6.

2.4. Assurance of Construction. This Agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. §11-821 and the Code, as amended from time to time. Trustee and Subdivider shall also execute the Trust Agreement separate herefrom, intended to more fully implement the provisions hereof.

2.5. Limitation on Transfer of Title; Contracts for Sale. Except as otherwise provided in Paragraphs 2.7 and 2.8 hereof, Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance or Subdivider posting a substitute form of assurance acceptable to County. A Release of Assurance by the Board of Supervisors shall not be provided by County until the Subdivision Improvements are completed in accordance with this Agreement, the Code and particularly Paragraphs 2.10 and 2.11 (if applicable) hereof or Subdivider posts a substitute form of assurance acceptable to County for all Subdivision Improvements that have not then been completed. Either Trustee or Subdivider may enter into contracts for sale of portions of the Land, so long as such contracts clearly state that the conveyance of title to the real property involved is subject to obtaining a Release of Assurance as contemplated herein, and that no such contract can be consummated without obtaining such Release of Assurance. Trustee or Subdivider shall provide County with a copy of the form of the contract containing the disclosure referenced above.

2.6. Partial Release of Assurances. County shall issue up to three Releases of Assurance if both of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with Paragraph 2.10; and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable).

2.7. Bulk Sales. For the purpose of this Paragraph 2.7, "Permitted Portion" means a discrete unit within the Subdivision which is contemplated to be sold in bulk sale to a single builder or other third-party developer prior to completion of on-site and off-site improvements thereon. Notwithstanding Paragraph 2.5, Trustee may sell and convey all or any Permitted Portion of the Land in one transaction to a single purchaser subject to all of the terms of this Agreement, the Code and the Subdivision Plat. Said purchaser shall, as to each such sale, enter into a new third-party trust assurance agreement with County, assuring completion of:

A. All of the Subdivision Improvements, if the sale involves all of the land;
or

B. The Subdivision Improvements relating to and located on the Permitted Portion so sold, together with any of the other Subdivision Improvements which, in County's judgment, are necessary to be completed so that the Permitted Portion can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable), if the sale involves a Permitted Portion.

2.8. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding Paragraph 2.5, Trustee may convey all or part of the Land to Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust; provided that the Land is thereafter immediately reconveyed into trust, and the only liens attaching by virtue of such deeding process are the third party mortgages or deeds of trust described above; provided further that such mortgagee or beneficiary holding an encumbrance against all or any portion of the Land shall be subject to this Agreement (although such lienholder shall not be obligated to perform any of Subdivider's obligations, but such lien holder's rights shall be subordinated to all rights of County under this Agreement, including, but not limited to, the rights of abandonment, replat and all restrictions on the sale of lots). Except as otherwise set forth herein, nothing shall preclude any lender from enforcing the terms of its loan documents as against Subdivider and or against the Trust Agreement established by Subdivider pursuant to this Agreement.

2.9. Substitution of Assurances. Subdivider may submit substitute assurances as provided in a form and amount satisfactory to County and in compliance with the Code at any time during which Subdivider is not in default under this Agreement or under any other agreement with County related to the Land or its improvements.

2.10. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with all applicable and approved plans and after County has inspected them and finds them to be in compliance with the plans and applicable county ordinances and regulations, and the Subdivision Improvements are found acceptable in accordance with the terms of Paragraph 2.11 immediately below.

2.11. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

- A. They have been completed in accordance with Paragraph 2.10;
- B. The dedication has been accepted by the Board of Supervisors as evidenced by subsequent approval by the Board of Supervisors of the dedication on the Subdivision Plat or by some other formal action; and
- C. All fees, including, without limitation, guarantee bonds and pavement finishing fees are paid, and all other necessary bonds or warranty assurances are posted.

2.12. County's Option to Abandon or Re-Plat Upon Default. At County's sole option, if Subdivider defaults in its obligations under this Agreement by failing to cause the Subdivision Improvements to be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors, County may abandon or re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the abandonment or re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. Subdivider hereby authorizes County to execute on behalf of Subdivider the abandonment or re-plat described in this Paragraph 2.12. The abandonment or re-plat may exclude any dedications to the public which were made on the Subdivision Plat and/or which are further deemed necessary to serve either portions of the Land which are not re-platted or which serve the public. County agrees that it shall not abandon the portion of the Subdivision Plat for which a Partial Release or Permitted Portion has been completed pursuant to Paragraph 2.6 or Paragraph 2.7 of this Agreement. Subdivider shall pay the reasonable costs incurred in the abandonment or re-platting. Notice mailed first class to the last known address of Subdivider, Trustee and/or any mortgagee or deed of trust beneficiary of which Subdivider has heretofore provided County written notice shall be given not less than thirty (30) days before County exercises its option to abandon or re-plat under this Paragraph 2.12.

2.13. Incorporation and Annexation.

A. Annexation. If the Land or any portion of the Land is annexed by a city or town, the city or town shall execute a consent to accept this Agreement in a form reasonably satisfactory to County within sixty (60) days of the annexation in order to succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within sixty (60) days of the annexation date, this Agreement shall terminate.

B. Incorporation. If the Land or any portion of the Land lies within a newly incorporated city or town, this Agreement shall remain in effect until sixty (60) days after County fulfills its statutory responsibilities prescribed under A.R.S. § 9-104. The city or town shall execute a consent to accept the Agreement in form reasonably satisfactory to County within sixty (60) days after County fulfills its statutory responsibilities under A.R.S. §9-104 in order to

succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within the prescribed timeframe, this Agreement shall terminate.

2.14. Termination. This Agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and accepted by County in accordance with Paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the County Recorder in accordance with Paragraph 2.5;

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations;

C. The Land has been annexed or incorporated and the consent to accept the Agreement is not executed by the relevant city or town within the timeframes outlined in Paragraph 2.13 above;

D. County records the map of abandonment or replat of the Subdivision Plat referenced in Paragraph 2.12 above; or

E. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with Paragraph 2.9.

2.15 Subdivider's Notice of Changes. Subdivider agrees to provide written notice to County at least ten (10) calendar days before the occurrence of: a) a change of name, corporate identity or address of Subdivider or Trustee; b) intent to transfer, or a transfer of, title to the Subdivision by deed, contract or operation of law; c) the foreclosure of a lien against the Subdivision or any portion of the Subdivision; d) filing of a voluntary or involuntary petition of bankruptcy respecting Subdivider or affecting the Subdivision; or e) any other event that may materially and adversely affect the performance of Subdivider hereunder.

2.16 Sole Discretion. Unless otherwise provided specifically in the Code or this Agreement, County may act in its sole discretion and judgment in all particulars regarding this Agreement, the Land, the Subdivision Plat or any other item contemplated hereby.

2.17 Governing Law. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Agreement shall be commenced and remain in the Superior Court of the State of Arizona in and around the County of Pinal, Florence, Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

2.18 Cancellation. This Agreement is subject to cancellation by County in accordance with, and under the conditions set forth in, the provisions of A.R.S. §38-511.

2.19 Effective Date. This Agreement is effective on this 9th day of September, 2020 which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

PINAL COUNTY, ARIZONA

[Signature]
Chairman of the Board

RRV SOUTH LP, an Arizona limited partnership

By: AGS LLC, an Arizona limited liability company, its General Partner

By: [Signature]

Name: Sean T. Walters

Title: Manager

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM:

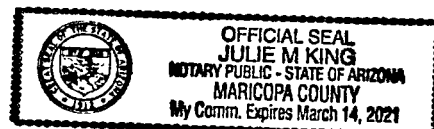
[Signature]
Deputy County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 25th day of August, 2020, by Sean T. Walters as Manager of AGS LLC, an Arizona limited liability company, General Partner of RRV SOUTH LP, an Arizona limited partnership.

My Commission Expires: 3/14/2021

[Signature]
Notary Public



TRUSTEE: Title Security Agency, LLC, a
Delaware limited liability company, as
Trustee under Trust No. 201937R, and not
in its corporate capacity

By: [Signature]
Its: Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 21st day of August,
2020 by Diane L. Sloane Trust Officer of Title Security Agency, LLC, a
Delaware limited liability company, on behalf of the corporation, as trustee under Trust No.
201937R.

[Signature: Cindy A. Reiche]
Notary Public

My Commission Expires: 12/27/2022

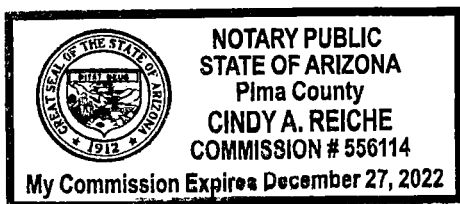


Exhibit "A"

Property Description



ONE COMPANY.
INFINITE SOLUTIONS.

**LEGAL DESCRIPTION
RED ROCK VILLAGE V
PROPERTY BOUNDARY**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE 1-INCH PIPE ACCEPTED AS THE SOUTHEAST CORNER OF SECTION 8 ALSO BEING THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 10 EAST, FROM WHICH A FOUND GENERAL LAND OFFICE 1-INCH IRON PIPE ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 10 SOUTH, RANGE 10 EAST, THEREOF BEARS N89°45'33"E A DISTANCE OF 2628.01 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 8, S89°35'21"W A DISTANCE OF 1814.85 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 8, S89°35'21"W A DISTANCE OF 822.35 FEET TO A FOUND ALUMINUM CAP FLUSH STAMPED RLS 19344 ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 8;

THENCE, ALONG THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 8, N00°04'08"W A DISTANCE OF 1362.03 FEET TO A POINT ON A PARCEL OF LAND FOR THE UNRECORDED FINAL PLAT FOR RED ROCK VILLAGE IV;

THENCE, CONTINUING ALONG SAID PARCEL OF LAND THE FOLLOWING FIVE (5) CALLS;

1. N89°11'12"E A DISTANCE OF 31.87 FEET;
2. N79°01'17"E A DISTANCE OF 205.95 FEET;
3. N89°35'21"E A DISTANCE OF 324.55 FEET;
4. N84°51'02"E A DISTANCE OF 119.00 FEET;
5. N15°11'08"W A DISTANCE OF 127.86 FEET TO A POINT ON A PARCEL OF LAND RECORDED PER THE FINAL PLAT OF RED ROCK VILLAGE II, UNIT 1, FEE NO.: 2008-100481, RECORDS OF PINAL COUNTY;

THENCE, CONTINUING ALONG SAID PARCEL, N77°53'33"E, A DISTANCE OF 42.53 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;



ONE COMPANY.
INFINITE SOLUTIONS.

THENCE, CONTINUING NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 66.85 FEET, WITH A RADIUS OF 430.00 FEET AND A CENTRAL ANGLE OF $08^{\circ}54'27''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 37.00 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $84^{\circ}47'13''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 327.19 FEET, WITH A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF $24^{\circ}59'43''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHERLY ALONG SAID ALONG SAID CURVE AN ARC LENGTH OF 36.24 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $83^{\circ}03'55''$;

THENCE, ALONG SAID, $S61^{\circ}17'57''E$ A DISTANCE OF 60.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, LEAVING SAID, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 97.33 FEET, WITH A RADIUS OF 370.00 FEET AND THE RADIAL BEARING OF $S67^{\circ}48'59''E$ AND A CENTRAL ANGLE OF $15^{\circ}04'19''$ TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE LEFT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 38.17 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $87^{\circ}29'14''$;

THENCE, $S09^{\circ}37'28''W$ A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 65.68 FEET, WITH A RADIUS OF 375.00 FEET AND THE RADIAL BEARING OF $S09^{\circ}37'28''W$ AND A CENTRAL ANGLE OF $10^{\circ}02'07''$;

THENCE, $S89^{\circ}35'21''W$ A DISTANCE OF 162.10 FEET;

THENCE, $S00^{\circ}24'39''E$ A DISTANCE OF 850.48 FEET;

THENCE, $S07^{\circ}32'12''E$ A DISTANCE OF 40.31 FEET;

THENCE, $S00^{\circ}24'39''E$ A DISTANCE OF 90.00 FEET;

THENCE, $S12^{\circ}16'00''W$ A DISTANCE OF 138.37 FEET TO THE **POINT OF BEGINNING.**



ONE COMPANY.
INFINITE SOLUTIONS.

THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 1,262,806 SQUARE FEET OR 28.990 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.

THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.

**PREPARED BY:
ATWELL, LLC
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PROJECT NO. 18003548
FEBRUARY 27TH, 2019**

Exhibit "B"

Special Warranty Deed



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER**
Virginia Ross
Electronically Recorded

DATE/TIME: 09/11/2019 1528

FEE: \$30.00

PAGES: 17

FEE NUMBER: 2019-075707

WHEN RECORDED MAIL TO:

Title Security Agency, LLC
2730 East Broadway Blvd , Suite 100,
Tucson, AZ 85716

**THIS DEED IS EXEMPT FROM
AFFIDAVIT OF VALUE AND
FEE PER A.R.S.§11-1134(B)(7)**

**DO NOT REMOVE THIS COVER SHEET.
IT IS NOW PART OF THE RECORDED DOCUMENT.**

DOCUMENT TO BE RECORDED:

Special Warranty Deed

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**TITLE SECURITY AGENCY, LLC
2730 E. BROADWAY - SUITE 100
TUCSON, AZ 85716**

**COURTESY RECORDING – NO TITLE
LIABILITY**

**SPACE ABOVE THIS LINE FOR
RECORDER'S USE**

Special Warranty Deed

This Deed is exempt per A.R.S. 11-1134B7

For the consideration of Ten Dollars, and other valuable considerations, I or we,

RRV South LP, an Arizona limited partnership, herein "Grantor",

do/does hereby convey to

**Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No.
201937R, herein "Grantee",**

the following real property situated in Pinal County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Pursuant to A.R.S. 33-404 the name and address of all beneficiaries for whom Grantee holds title is RRV South LP, c/o Sunbelt Holdings, 6720 N. Scottsdale Rd., Suite 250, Scottsdale, AZ 85253.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

NO FURTHER TEXT ON THIS PAGE – SIGNATURE AND NOTARY FOLLOWS

Dated: September 6, 2019.

GRANTOR:

RRV South, LP,
an Arizona limited Partnership

By: AGS LLC, an Arizona limited liability company
Its: General partner

By: [Signature]
Name: Sean T. Walters
Its: Member

State of Arizona

} ss

County of Maricopa

This instrument was acknowledged before me this 10th day of September, 2019, by Sean T. Walters, as the Member of AGS LLC, an Arizona limited liability company, as General Partner of RRV South LP, an Arizona limited partnership.

My commission expires: 3/14/2021

[Signature]
Notary Public



Exhibit A



September 10, 2019
ASI #18019 (Sunbelt Holdings)
Precedes Legal dated 08/23/2018

**LEGAL DESCRIPTION
FOR RED ROCK VILLAGE V**

All that portion of the East Half of Section 8, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

BEGINNING at the south quarter corner of said Section 8 marked by a 2" open iron pipe from which the southeast corner of said Section 8, marked by a 2" iron pipe, bears N 89°35'21" E, 2637.19 feet distant;

THENCE N 00°04'08" W along the west line of said East Half of Section 8, a distance of 1362.03 feet;

THENCE leaving said line N 89°11'12" E, 31.87 feet;

THENCE N 79°01'17" E, 205.95 feet;

THENCE N 89°35'21" E, 324.55 feet;

THENCE N 84°51'02" E, 119.00 feet;

THENCE N 15°11'08" W, 127.86 feet to the southerly line of Treasure Road as shown on Red Rock Village 2, Unit 1 Plat recorded in 2008-100481, Cabinet H, Slide 085, Records of Pinal County, Arizona;

THENCE along the southerly line of said Treasure Road, N 77°53'33" E, 42.53 feet to a point of curvature;

THENCE northeasterly along a curve concave to the northwest having a radius of 430.00 feet and a central angle of 08°54'27", an arc length of 66.85 feet to a point of reverse curvature;

THENCE southeasterly along a curve concave to the south having a radius of 25.00 feet and a central angle of 84°47'13", an arc length of 37.00 feet to a point of tangency on Red Rock Road of said Red Rock Village 2, Unit 1 Plat;

THENCE N 55°01'34" E along the southerly line of said Red Rock Road, 80.00 feet to a point on a curve through which a radial line bears S 55°01'34" W;

THENCE southeasterly along said curve concave to the northeast having a radius of 670.00 feet and a central angle of 33°08'52", an arc length of 387.62 feet to a point of nontangency;

THENCE S 21°52'42" W, 80.00 feet to a point of curvature;

THENCE southwesterly along a curve concave to the southeast having a radius of 25.00 feet and a central angle of 89°41'41", an arc length of 39.14 feet to a point of compound curvature;



September 10, 2019
AS #18019 (Sunbelt Holdings)
Precedes Legal dated 08/23/2018

THENCE southerly along a curve concave to the southeast having a radius of 370.00 feet and a central angle of $15^{\circ}04'19''$, an arc length of 97.33 feet to a point of compound curvature;

THENCE southeasterly along a curve concave to the northeast having a radius of 25.00 feet and a central angle of $87^{\circ}29'14''$, an arc length of 38.17 feet to a point of tangency;

THENCE $S 09^{\circ}37'28'' W$ along a radial line, a distance of 50.00 feet to a point on a curve;

THENCE westerly along said curve concave to the south having a radius of 375.00 feet and a central angle of $10^{\circ}02'07''$, an arc length of 65.68 feet to a point of tangency;

THENCE $S 89^{\circ}35'21'' W$, 162.10 feet;

THENCE $S 00^{\circ}24'39'' E$, 850.48 feet;

THENCE $S 07^{\circ}32'12'' E$, 40.31 feet;

THENCE $S 00^{\circ}24'39'' E$, 90.00 feet;

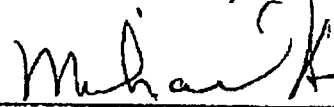
THENCE $S 12^{\circ}16'00'' W$, 138.37 feet to the south line of said East Half of Section 8;

THENCE $S 89^{\circ}35'21'' W$, 822.35 feet to the POINT OF BEGINNING.

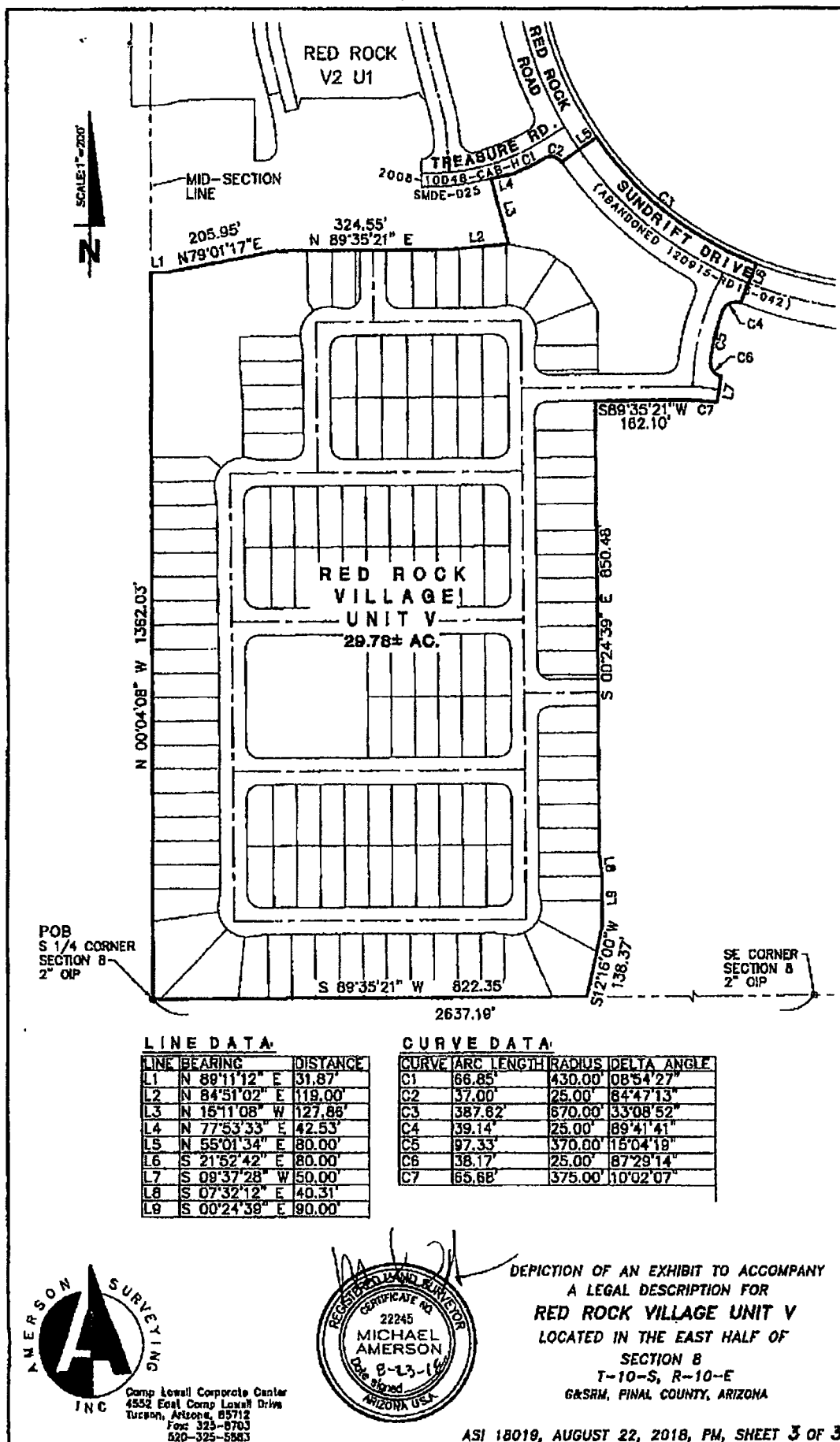
CONTAINING 29.78 acres of land, more or less.

The Basis of Bearing for this Legal Description is the north line of the northwest quarter of Section 8, Township 10 South, Range 10 East, Gila and Salt River Base and Meridian, being monumented at the north quarter corner by a 2" aluminum cap, stamped RLS 33345, and monumented at the northwest corner by a 1" iron pipe, said line being considered to bear $N 89^{\circ}45'51'' E$, a distance of 2,628.91 feet, per Red Rock Village 2, Unit 1, recorded in 2008-100481, Cabinet H, Slide 085, records of Pinal County, Arizona.

Prepared by
AMERSON SURVEYING, INC.


MICHAEL K. AMERSON







August 23, 2018
ASI #18020 (Sunbelt Holdings)

**LEGAL DESCRIPTION
FOR RED ROCK VILLAGE UNIT VIII A**

All that portion of the East Half of Section 8, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the centerline intersection of Sasco Road and Red Rock Road as shown on Red Rock Village 2 Unit 1 Plat recorded in 2008-100481, Cabinet H, Slide 085, Records of Pinal County, Arizona;

THENCE S 23°29'11" E along the centerline of said Red Rock Road, 269.21 feet to a point of curvature;

THENCE continuing along the centerline of said Red Rock Road along a curve concave to the west having a radius of 2200.00 feet and a central angle of 26°41'36", an arc length of 1024.95 feet to a point of tangency;

THENCE continuing along said centerline S 03°12'24" W, 322.88 feet;

THENCE leaving said centerline S 86°47'36" E, 40.00 feet to the easterly right-of-way of said Red Rock Road and the POINT OF BEGINNING;

THENCE leaving said easterly right-of-way S 86°47'36" E, 351.34 feet;

THENCE N 89°58'43" E, 356.05 feet;

THENCE S 00°01'17" E, 90.00 feet;

THENCE N 89°58'43" E, 50.00 feet;

THENCE S 00°01'17" E, 133.95 feet to a point of curvature;

THENCE southeasterly along a curve concave to the northeast having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;

THENCE S 00°01'17" E, 50.00 feet to a point of curvature;

THENCE southwesterly along a curve concave to the southeast having a radius of 25.00 feet and a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;

THENCE S 00°01'17" E, 90.00 feet;



August 23, 2018
ASI #18020 (Sunbelt Holdings)
Red Rock Village Unit VIII A

THENCE N 89°58'43" E, 338.58 feet;

THENCE S 00°01'17" E, 90.00 feet;

THENCE N 89°58'43" E, 50.00 feet;

THENCE S 00°01'17" E, 30.67 feet;

THENCE N 89°58'43" E, 120.00 feet;

THENCE S 00°01'17" E, 352.23 feet;

THENCE S 89°58'43" W, 127.84 feet;

THENCE S 00°01'17" E, 183.61 feet;

THENCE S 89°58'43" W, 741.37 feet to a point of curvature;

THENCE westerly along a curve concave to the northeast having a radius of 750.00 feet
and a central angle of 21°53'59" , an arc length of 286.67 feet to a point of nontangency;

THENCE N 21°52'42" E, 80.00 feet to a point on a curve through which a radial line bears
S 21°52'42" W;

THENCE westerly and northerly along said curve concave to the northeast having a radius of 670.00 feet
and a central angle of 71°19'42" , an arc length of 834.09 feet to a point of tangency on the
easterly right-of-way of said Red Rock Road;

THENCE N 03°12'24" E, 302.99 feet to the POINT OF BEGINNING.

CONTAINING 23.82 acres of land, more or less.

The Basis of Bearing for this Legal Description is the north line of the northwest quarter of
Section 8, Township 10 South, Range 10 East, Gila and Salt River Base and Meridian, being
monumented at the north quarter corner by a 2" aluminum cap, stamped RLS 33345, and



August 23, 2018
ASI #18020 (Sunbelt Holdings)
Red Rock Village Unit VIII A

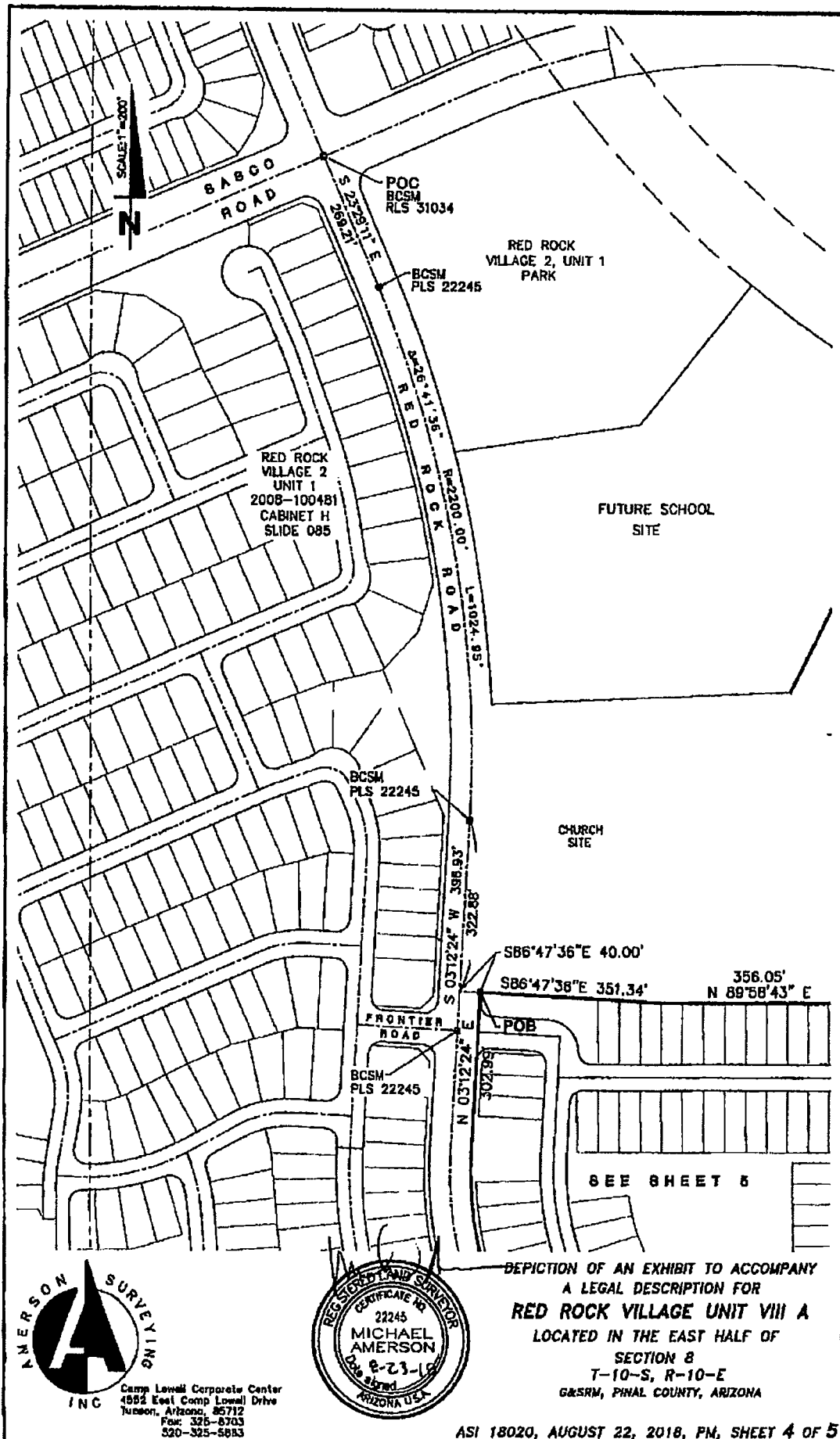
monumented at the northwest corner by a 1" iron pipe, said line being considered to bear N 89°45'51" E, a distance of 2,628.91 feet, per Red Rock Village 2, Unit 1, recorded in 2008-100481, Cabinet H, Slide 085, records of Pinal County, Arizona.

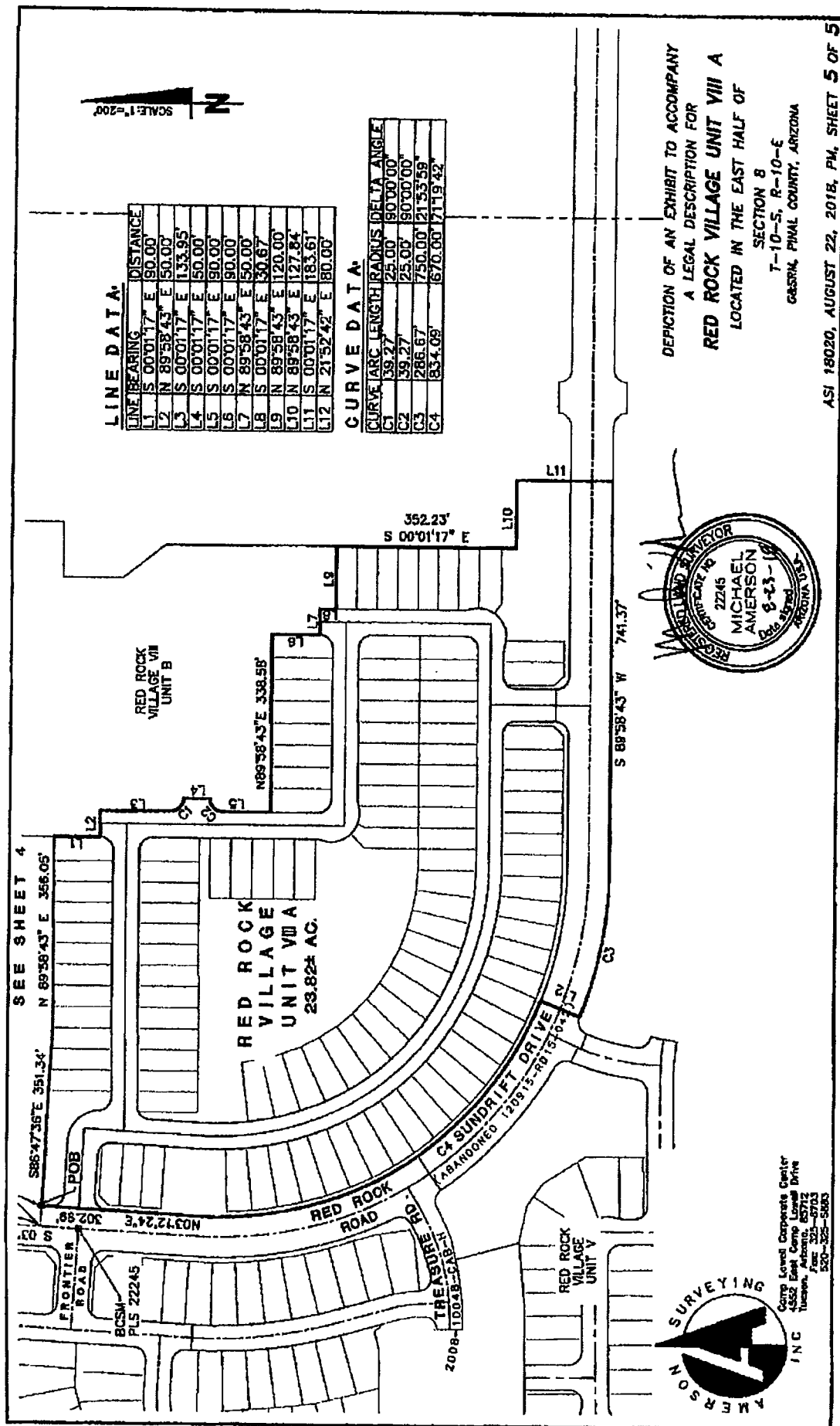
Prepared by
AMERSON SURVEYING, INC.


MICHAEL K. AMERSON



EXPIRES 03/31/26







August 23, 2018
ASI #18021 (Sunbelt Holdings)

**LEGAL DESCRIPTION
FOR RED ROCK VILLAGE UNIT VIII B**

All that portion of the East Half of Section 8, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

COMMENCING at the centerline intersection of Sasco Road and Red Rock Road as shown on Red Rock Village 2 Unit 1 Plat recorded in 2008-100481, Cabinet H, Slide 085, Records of Pinal County, Arizona;

THENCE S 23°29'11" E along the centerline of said Red Rock Road, 269.21 feet to a point of curvature;

THENCE southerly along the centerline and along a curve concave to the west having a radius of 2200.00 feet and a central angle of 21°03'45", an arc length of 808.74 feet;

THENCE leaving said centerline along a radial line N 87°34'33" E, 40.00 feet to the easterly right-of-way of said Red Rock Road;

THENCE leaving said Red Rock Road continuing N 87°34'33" E, 567.33 feet to the POINT OF BEGINNING;

THENCE N 27°07'18" E, 603.20 feet to a point on a curve through which a radial line bears S 27°07'28" W;

THENCE southeasterly along said curve concave to the northeast having a radius of 2070.00, a central angle of 12°34'30", an arc length of 454.32 feet to a point of non-tangency;

THENCE S 14°32'48" W, 119.99 feet;

THENCE S 75°27'12" E, 4.94 feet;

THENCE S 14°25'02" W, 50.00 feet;

THENCE N 75°13'45" W, 27.64 feet;

THENCE S 15°07'28" W, 115.57 feet;

THENCE S 73°05'35" E, 52.69 feet;

THENCE S 34°50'29" E, 24.35 feet;

THENCE S 11°41'45" W, 69.63 feet;

THENCE S 08°49'20" E, 421.75 feet;



August 23, 2018
ASI #18021 (Sunbelt Holdings)
Red Rock Village Unit VIII B

THENCE S 00°00'56" W, 184.68 feet;

THENCE S 89°58'43" W, 103.46 feet;

THENCE S 00°01'17" E, 115.00 feet;

THENCE S 37°59'47" E, 103.32 feet;

THENCE S 00°01'17" E, 324.22 feet;

THENCE S 89°58'43" W, 120.00 feet;

THENCE N 00°01'17" W, 30.67 feet;

THENCE S 89°58'43" W, 50.00 feet;

THENCE N 00°01'17" W, 90.00 feet;

THENCE S 89°58'43" W, 338.58 feet;

THENCE N 00°01'17" W, 90.00 feet to a point of curvature;

THENCE northeasterly along a curve concave to the southeast having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;

THENCE N 00°01'17" W, 50.00 feet to a point of curvature;

THENCE northerly along a curve concave to the northeast having a radius of 25.00 feet, a central angle of 90°00'00", an arc length of 39.27 feet to a point of tangency;

THENCE N 00°01'17" W, 133.95 feet;

THENCE S 89°58'43" W, 50.00 feet;

THENCE N 00°01'17" W, 604.10 feet to a point of curvature;

THENCE northerly along said curve concave to the east having a radius of 225.00 feet and a central angle of 03°47'02", an arc length of 14.86 feet to a point of non-tangency;

THENCE N 64°43'55" W, 133.51 feet to the POINT OF BEGINNING.

CONTAINING 18.62 acres of land, more or less.



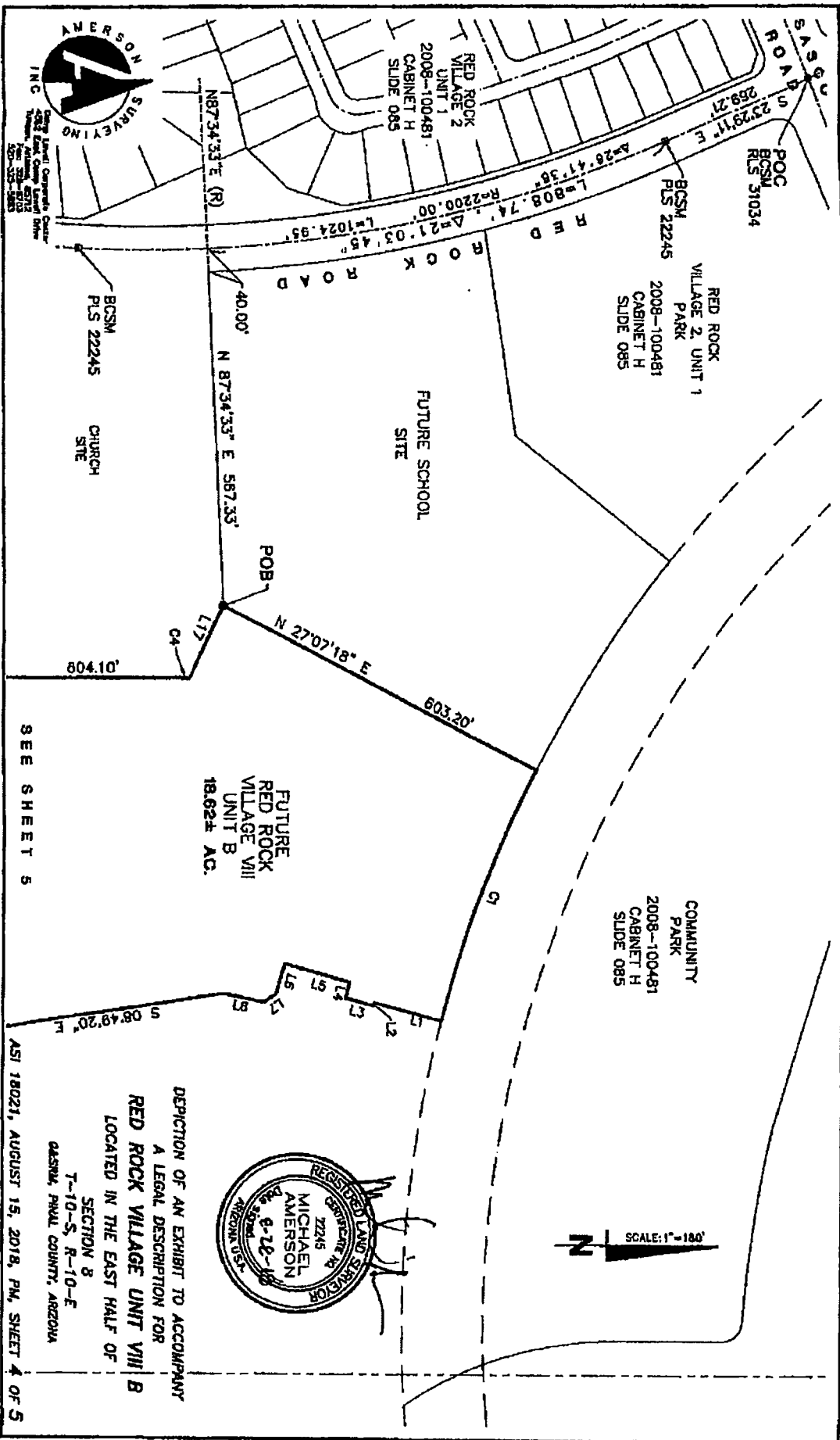
August 23, 2018
ASI #18021 (Sunbelt Holdings)
Red Rock Village Unit VIII B

The Basis of Bearing for this Legal Description is the north line of the northwest quarter of Section 8, Township 10 South, Range 10 East, Gila and Salt River Base and Meridian, being monumented at the north quarter corner by a 2" aluminum cap, stamped RLS 33345, and monumented at the northwest corner by a 1" iron pipe, said line being considered to bear N 89°45'51" E, a distance of 2,628.91 feet, per Red Rock Village 2, Unit 1, recorded in 2008-100481, Cabinet H, Slide 085, records of Pinal County, Arizona.

Prepared by AMERSON SURVEYING, INC.


MICHAEL K. AMERSON





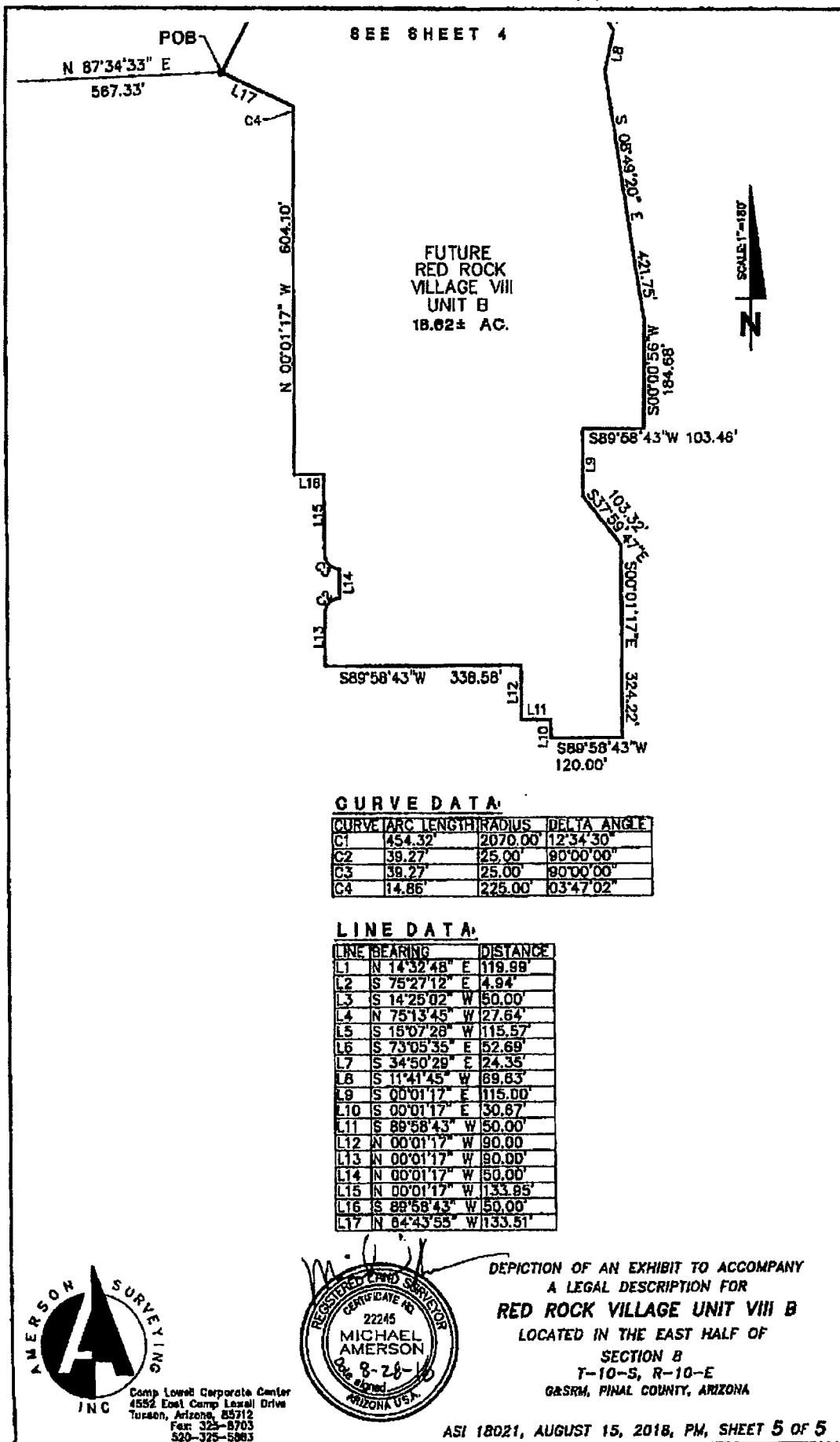


EXHIBIT B
TO
RESOLUTION NO. _____

[Legal Description of Red Rock Village V]

Exhibit "B"

Lots 1 through 139, inclusive, and Tracts A through G of RED ROCK VILLAGE V, a subdivision of Pinal County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pinal County, Arizona recorded in Fee No. 2020-116715.

EXHIBIT C
TO
RESOLUTION NO. _____

**[Third Party Trust Assurance Agreement for Construction of Subdivision Improvements
Trust No. 60,513]**

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, Arizona 85132

**SUBSTITUTE
THIRD PARTY TRUST ASSURANCE AGREEMENT FOR
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

This Assurance Agreement for Construction of Subdivision Improvements (this "Agreement") is made and entered into by, between and among **RICHMOND AMERICAN HOMES OF ARIZONA, INC., an Arizona corporation** ("Subdivider"); **FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation** ("Trustee"), Trustee under Trust No. 60,513; and PINAL COUNTY, ARIZONA ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust, No. 60,513, which is the legal owner of the land located in Pinal County, Arizona and identified in Exhibit "A" of this Agreement. (the "Land"). Exhibit "B" is a true and correct copy of Special Warranty Deed dated December 12, 2019, conveying the land into Trust No. 60,513.

1.2 County, Subdivider and Trustee wish to establish specific terms, conditions and guidelines relating to the subdivision of the Land (the "Subdivision") and construction of related improvements to comply with A.R.S. § 11-821 and the Pinal County Subdivision Regulations, as amended from time to time ("Code").

1.3 Trustee and Subdivider have executed, as required by Trustee, a trust agreement separate from this Agreement intended to establish the subdivision trust that is referenced in this Agreement in a form reasonably satisfactory to County ("Trust Agreement").

AGREEMENT

Based on the foregoing Recitals and attached Exhibits, which are incorporated and made a part of this Agreement as if set forth in their entirety below and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. Property Description. The Land is all of the real property identified in Exhibit "A" attached hereto which is the subject of a subdivision plat identified as Lots 1 through 139, inclusive, and Tracts A through G of RED ROCK VILLAGE V, a subdivision of Pinal County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pinal County, Arizona recorded in Fee No. 2020-116715 (the "Subdivision Plat").

2.2. Construction of Subdivision Improvements. As a condition of approval of the Subdivision Plat, Subdivider hereby agrees to construct all improvements contemplated by the Subdivision Plat and/or by the improvement plans for the Subdivision as heretofore, or as may be hereafter, provided by Subdivider to County, including, but not limited to: streets; sanitary sewers (if necessary); water and electric utilities; drainage and flood control improvements; parks, trails or other recreational facilities; and any other improvement noted on the Subdivision Plat or required by the Code (collectively, the "Subdivision Improvements"). Once commenced, Subdivider will diligently work toward completing the Subdivision Improvements. Subdivider's obligation to complete the Subdivision Improvements arises as of the date of this Agreement, is independent of any obligations of County and is not conditioned upon the sale of any lots or improvements within the Subdivision. Nothing in this Agreement shall be construed as an undertaking by County or Trustee to install, to guarantee the installation of, or to indemnify any other party for or relating to the installation (or failure to install) of any of the Subdivision Improvements.

2.3. Existing Utilities. Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public or County. Subdivider's performance of this requirement shall be considered in determining whether to release assurances under Paragraphs 2.5 and 2.6.

2.4. Assurance of Construction. This Agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. §11-821 and the Code, as amended from time to time. Trustee and Subdivider shall also execute the Trust Agreement separate herefrom, intended to more fully implement the provisions hereof.

2.5. Limitation on Transfer of Title; Contracts for Sale. Except as otherwise provided in Paragraphs 2.7 and 2.8 hereof, Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance or Subdivider posting a substitute form of assurance acceptable to County. A Release of Assurance by the Board of Supervisors shall not be provided by County until the Subdivision Improvements are completed in accordance with this Agreement, the Code and particularly Paragraphs 2.10 and 2.11 (if applicable) hereof or Subdivider posts a substitute form of assurance acceptable to County for all Subdivision Improvements that have not then been completed. Either Trustee or Subdivider may enter into contracts for sale of portions of the Land, so long as such contracts clearly state that the conveyance of title to the real property involved is subject to obtaining a Release of Assurance as contemplated herein, and that no such contract can be consummated without obtaining such Release of Assurance. Trustee or Subdivider shall provide County with a copy of the form of the contract containing the disclosure referenced above.

2.6. Partial Release of Assurances. County shall issue up to three Releases of Assurance if both of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with Paragraph 2.10; and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable).

2.7. Bulk Sales. For the purpose of this Paragraph 2.7, "Permitted Portion" means a discrete unit within the Subdivision which is contemplated to be sold in bulk sale to a single builder or other third-party developer prior to completion of on-site and off-site improvements thereon. Notwithstanding Paragraph 2.5, Trustee may sell and convey all or any Permitted Portion of the Land in one transaction to a single purchaser subject to all of the terms of this Agreement, the Code and the Subdivision Plat. Said purchaser shall, as to each such sale, enter into a new third-party trust assurance agreement with County, assuring completion of:

A. All of the Subdivision Improvements, if the sale involves all of the land;
or

B. The Subdivision Improvements relating to and located on the Permitted Portion so sold, together with any of the other Subdivision Improvements which, in County's judgment, are necessary to be completed so that the Permitted Portion can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with Paragraphs 2.10 and 2.11 (if applicable), if the sale involves a Permitted Portion.

2.8. Conveyance Out of Trust for the Purpose of Encumbrance. Notwithstanding Paragraph 2.5, Trustee may convey all or part of the Land to Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust; provided that the Land is thereafter immediately reconveyed into trust, and the only liens attaching by virtue of such deeding process are the third party mortgages or deeds of trust described above; provided further that such mortgagee or beneficiary holding an encumbrance against all or any portion of the Land shall be subject to this Agreement (although such lienholder shall not be obligated to perform any of Subdivider's obligations, but such lien holder's rights shall be subordinated to all rights of County under this Agreement, including, but not limited to, the rights of abandonment, replat and all restrictions on the sale of lots). Except as otherwise set forth herein, nothing shall preclude any lender from enforcing the terms of its loan documents as against Subdivider and or against the Trust Agreement established by Subdivider pursuant to this Agreement.

2.9. Substitution of Assurances. Subdivider may submit substitute assurances as provided in a form and amount satisfactory to County and in compliance with the Code at any time during which Subdivider is not in default under this Agreement or under any other agreement with County related to the Land or its improvements.

2.10. Completion of the Subdivision Improvements. The Subdivision Improvements shall be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with all applicable and approved plans and after County has inspected them and finds them to be in compliance with the plans and applicable county ordinances and regulations, and the Subdivision

Improvements are found acceptable in accordance with the terms of Paragraph 2.11 immediately below.

2.11. Acceptance of the Subdivision Improvements. County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

- A. They have been completed in accordance with Paragraph 2.10;
- B. The dedication has been accepted by the Board of Supervisors as evidenced by subsequent approval by the Board of Supervisors of the dedication on the Subdivision Plat or by some other formal action; and
- C. All fees, including, without limitation, guarantee bonds and pavement finishing fees are paid, and all other necessary bonds or warranty assurances are posted.

2.12. County's Option to Abandon or Re-Plat Upon Default. At County's sole option, if Subdivider defaults in its obligations under this Agreement by failing to cause the Subdivision Improvements to be completed by Subdivider and accepted by County where appropriate in accordance with the terms hereof not more than two (2) years after the effective date of this Agreement unless there is an extension granted by the Board of Supervisors, County may abandon or re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the abandonment or re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. Subdivider hereby authorizes County to execute on behalf of Subdivider the abandonment or re-plat described in this Paragraph 2.12. The abandonment or re-plat may exclude any dedications to the public which were made on the Subdivision Plat and/or which are further deemed necessary to serve either portions of the Land which are not re-platted or which serve the public. County agrees that it shall not abandon the portion of the Subdivision Plat for which a Partial Release or Permitted Portion has been completed pursuant to Paragraph 2.6 or Paragraph 2.7 of this Agreement. Subdivider shall pay the reasonable costs incurred in the abandonment or re-platting. Notice mailed first class to the last known address of Subdivider, Trustee and/or any mortgagee or deed of trust beneficiary of which Subdivider has heretofore provided County written notice shall be given not less than thirty (30) days before County exercises its option to abandon or re-plat under this Paragraph 2.12.

2.13. Incorporation and Annexation.

A. Annexation. If the Land or any portion of the Land is annexed by a city or town, the city or town shall execute a consent to accept this Agreement in a form reasonably satisfactory to County within sixty (60) days of the annexation in order to succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within sixty (60) days of the annexation date, this Agreement shall terminate.

B. Incorporation. If the Land or any portion of the Land lies within a newly incorporated city or town, this Agreement shall remain in effect until sixty (60) days after

County fulfills its statutory responsibilities prescribed under A.R.S. § 9-104. The city or town shall execute a consent to accept the Agreement in form reasonably satisfactory to County within sixty (60) days after County fulfills its statutory responsibilities under A.R.S. §9-104 in order to succeed to all benefits and duties of County under this Agreement. If the consent to accept this Agreement is not signed within the prescribed timeframe, this Agreement shall terminate.

2.14. Termination. This Agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and accepted by County in accordance with Paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the County Recorder in accordance with Paragraph 2.5;

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations;

C. The Land has been annexed or incorporated and the consent to accept the Agreement is not executed by the relevant city or town within the timeframes outlined in Paragraph 2.13 above;

D. County records the map of abandonment or replat of the Subdivision Plat referenced in Paragraph 2.12 above; or

E. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with Paragraph 2.9.

2.15 Subdivider's Notice of Changes. Subdivider agrees to provide written notice to County at least ten (10) calendar days before the occurrence of: a) a change of name, corporate identity or address of Subdivider or Trustee; b) intent to transfer, or a transfer of, title to the Subdivision by deed, contract or operation of law; c) the foreclosure of a lien against the Subdivision or any portion of the Subdivision; d) filing of a voluntary or involuntary petition of bankruptcy respecting Subdivider or affecting the Subdivision; or e) any other event that may materially and adversely affect the performance of Subdivider hereunder.

2.16 Sole Discretion. Unless otherwise provided specifically in the Code or this Agreement, County may act in its sole discretion and judgment in all particulars regarding this Agreement, the Land, the Subdivision Plat or any other item contemplated hereby.

2.17 Governing Law. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Agreement shall be commenced and remain in the Superior Court of the State of Arizona in and around the County of Pinal, Florence, Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

2.18 Cancellation. This Agreement is subject to cancellation by County in accordance with, and under the conditions set forth in, the provisions of A.R.S. §38-511.

2.19 Effective Date. This Agreement is effective on this ____ day of _____, 20____, which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

PINAL COUNTY, ARIZONA

Richmond American Homes of Arizona, Inc., an Arizona corporation

Chairman of the Board

ATTEST:

By: *Michael J. DelCastillo*
Name: Michael J. DelCastillo
Title: Division President

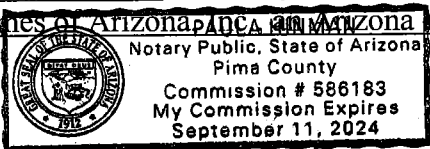
Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 24th day of November, 2020, by Michael J. DelCastillo as Division President of Richmond American Homes of Arizona, Inc., an Arizona corporation.



My Commission Expires: 9.11.2024

[Signature]
Notary Public

TRUSTEE: **FIDELITY NATIONAL
TITLE AGENCY, INC.**, as Trustee under
Trust No. 60,513, and not in its corporate
capacity

By: *Rachel Turnipseed*
Rachel Turnipseed
Its: Trust Officer

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this 25 day of NOVEMBER
2020, by Rachel Turnipseed of FIDELITY NATIONAL TITLE AGENCY, INC., ("Trustee"),
a(n) Arizona corporation, on behalf of the corporation, as trustee under Trust No. 60,513.

[Signature]
Notary Public

My Commission Expires: May 18, 2023

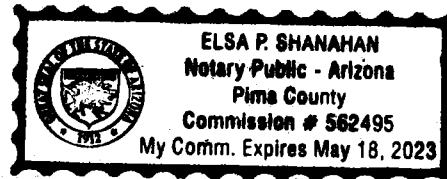


Exhibit "A"

Lots 1 through 139, inclusive, and Tracts A through G of RED ROCK VILLAGE V, a subdivision of Pinal County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pinal County, Arizona recorded in Fee No. 2020-116715.

Exhibit "B"

Special Warranty Deed
Deed Into Trust
(Sample)



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

RECORDING REQUESTED BY
**Landmark Title Assurance Agency of Arizona
LLC**

AND WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE AGENCY
1745 E. RIVER ROAD, #145
TUCSON, ARIZONA 85718

DATE/TIME: 12/15/2020 1450

FEE: \$30.00

PAGES: 3

FEE NUMBER: 2020-131189

ESCROW NO.: 06188459

6/6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt per ARS 11-1134 B8

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

Richmond American Homes of Arizona, Inc., a Delaware corporation, herein "Grantor",

do/does hereby convey to

Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 60,513, and not in its corporate capacity, herein "Grantee",

the following real property situated in Pinal County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO MADE A PART HEREOF

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Pursuant to A.R.S. 33-404, the name and address of the beneficiary for whom said trustee holds title is Trust Disclosure recorded in Instrument Number 2019-076268.

SIGNATURE AND NOTARY BLOCK APPEAR ON FOLLOWING PAGE.

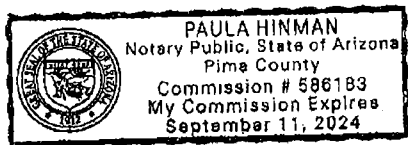
Dated: December 15th, 2020

GRANTOR:

Richmond American Homes of Arizona, Inc.,
a Delaware corporation

By: Michael Del Castillo
Name: Michael Del Castillo
Title: Division President

State of ARIZONA } ss
County of PIMA



This instrument was acknowledged before me this 14th
day of December, 2020, by Michael Del Castillo as
Division President of Richmond American
Homes of Arizona, Inc., a Delaware corporation.

[Signature]
Notary Public

My commission will expire 9-11-2024

EXHIBIT "A"
Legal Description

The Land referred to herein below is situated in the County of Pinal, State of Arizona, and is described as follows:

PARCEL 1

Lots 1 through 139, inclusive, of RED ROCK VILLAGE V, a subdivision of record in the office of the County Recorder of Pinal County, Arizona, in Fee No. 2020-116715.

PARCEL 2

Tracts A through G, inclusive, of RED ROCK VILLAGE V, a subdivision of record in the office of the County Recorder of Pinal County, Arizona, in Fee No. 2020-116715.