

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 DOCUMENTING RELEASE OF THIRD PARTY TRUST ASSURANCE AGREEMENT (TRUST NO. 8757) AND ACCEPTANCE OF A PERFORMANCE BOND NO. 72BSBIR9332 AS A SUBSTITUTE ASSURANCE FOR COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH BELLA VISTA FARMS C&D, PARCEL 4, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 8 EAST.**

WHEREAS, Pinal County, the “Subdivider” as referred to in attached Exhibit A, and First American Title Insurance Company (“Trustee”) are parties to that certain Third Party Trust Assurance Agreement for Construction of Subdivision Improvements (Trust No. 8757) for Bella Vista Farms Parcels C&D, Parcel 4; and

WHEREAS, “Subdivider” has requested a release from the Trust Agreement for Bella Vista Farms Parcels C&D, Parcel 4 and has provided substitute Assurance for Construction of Subdivision Improvements (Bond No. 72BSBIR9332) as substitute assurance for the completion of the subdivision improvements required for Bella Vista Farms Parcels C&D, Parcel 4, a copy of which is set forth in the attached Exhibit C; and

WHEREAS, the Improvement Performance Bond No. 72BSBIR9332 provides adequate substitute assurance for the completion of subdivision improvements required for Bella Vista Farms Parcels C&D, Parcel 4.

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that Bella Vista Farms Parcels C&D, Parcel 4, as legally described in attached Exhibit B is hereby acknowledged as being released from Third Party Trust Assurance Agreement for Construction of Subdivision Improvements (Trust No. 8757).

BE IT FURTHER RESOLVED, that Assurance for Construction of Subdivision Improvements (Bond No. 72BSBIR9332) set forth as Exhibit C, is acknowledged as being accepted by the Pinal County Board of Supervisors; 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. 8757]**



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Virginia Ross

When recorded return to:

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

DATE/TIME: 09/01/2021 1559  
FEE: \$0.00  
PAGES: 16  
FEE NUMBER: 2021-110938

### THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

THIS THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (this "Agreement") is made and entered into by, between and among **El Dorado Land Development Inc., an Arizona corporation** ("Subdivider"); **FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation** solely in its capacity as Trustee under Trust No. 8757 ("Trustee"); and PINAL COUNTY, ARIZONA ("County").

#### RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust, No. 8757, 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 May 10, 2021, conveying the Land into Trust No. 8757.

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 **Bella Vista Farms Parcels C&D – Parcel 4** (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 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. In the event Trustee conveys title to any portion of the Land, the County Board of Supervisors hereby grants its acceptance of a substitute form of assurance for the Land being conveyed in the form of a surety (performance) bond executed by a bonding company that is authorized and licensed to do business in the State of Arizona, so long as the surety (performance) bond meets all applicable County requirements and is approved in writing by, and at the discretion of, the County Attorney before the conveyance.

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 1st day of September, 2021, which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

PINAL COUNTY, ARIZONA

EL DORADO LAND DEVELOPMENT INC:

  
Chairman of the Board

By: Brad Hinton

ATTEST:  
  
Clerk of the Board

Name: Brad Hinton

Title: Vice President

APPROVED AS TO FORM:

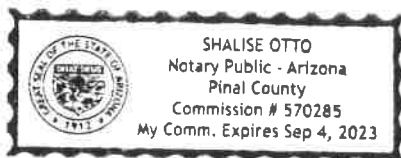
  
Deputy County Attorney

STATE OF ARIZONA     )  
                                      ) ss.  
COUNTY OF PINAL     )

The foregoing Agreement was acknowledged before me this 1 day of September, 2021, by Stephen Miller and Natasha Kennedy, Chairman and Clerk/Deputy Clerk, respectively of the Pinal County Board of Supervisors, for Pinal County, a political subdivision of the State of Arizona, who being authorized to do so, executed the foregoing instrument on behalf of said entity for the purposes stated therein.

  
Notary Public

My Commission Expires: September 4, 2023



STATE OF ARIZONA       )  
                                          ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 10 day of May, 2021, by Brad Hinton as Vice President of El Dorado Land Development Inc.



Karen E. Mickalonis  
Notary Public

My Commission Expires: 10-22-21

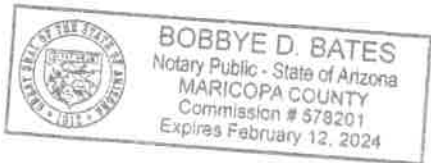
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, as Trustee under **Trust No. 8757**, and not in its corporate capacity

By: [Signature]

Its: Senior Trust Officer

STATE OF ARIZONA       )  
                                          ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of May, 2021, by Simon Berry, Senior Trust Officer of FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), a Nebraska corporation, on behalf of the corporation, as Trustee under Trust No. 8757, and not in its corporate capacity.



Bobbye D. Bates  
Notary Public

My Commission Expires: 2-12-24

**Exhibit “A”**

Property Description

**BELLA VISTA FARMS  
PARCEL 4 BOUNDARY  
LEGAL DESCRIPTION**

A portion of land being situated within the Northwest Quarter of Section 15, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

**COMMENCING** at a found 5/8 inch rebar flush accepted as the center of said Section 15 from which a found 3 1/4 inch Aluminum cap flush accepted as the West Quarter corner thereof bears South 89°38'50" West, 2690.38 feet;

Thence South 89°38'50" West, 88.97 feet along the south line of the Northwest Quarter of said Section 15;

Thence leaving said south line, North 00°21'10" West, 37.01 feet to the easterly Right of Way line of Vista Verde Trail as recorded in Document No. 2019-079142, Pinal County Records, being the **POINT OF BEGINNING**;

**Thence the following two (2) courses along said easterly Right of Way line:**

Thence South 87°42'36" West, 936.01 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1460.00 feet;

Thence northwesterly along said curve, through a central angle of 14°48'06", an arc length of 377.17 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 25.00 feet;

Thence leaving said easterly Right of Way line and northeasterly along said curve, through a central angle of 92°57'07", an arc length of 40.56 feet to a tangent line;

Thence North 09°33'35" East, 191.59 feet to a non-tangent curve, concave southwesterly, having a radius of 25.00 feet, the center of which bears North 80°26'27" West;

Thence northwesterly along said curve, through a central angle of 89°59'58", an arc length of 39.27 feet to a non-tangent line;

Thence North 09°33'35" East, 58.00 feet;

Thence North 80°26'25" West, 29.91 feet;

Thence North 09°33'35" East, 122.00 feet;

Thence North 65°01'22" East, 27.69 feet;

Thence North 08°44'24" West, 111.88 feet to a non-tangent curve, concave northwesterly, having a radius of 58.00 feet, the center of which bears North 21°29'28" West;

Thence northeasterly along said curve, through a central angle of 49°56'30", an arc length of 50.56 feet to a non-tangent line;

Thence South 75°50'16" East, 163.99 feet;

Thence North 09°33'35" East, 123.71 feet;

Thence South 80°26'25" East, 128.56 feet;

Thence South 87°21'27" East, 71.02 feet;

Thence North 87°42'36" East, 313.61 feet;

Thence South 02°17'24" East, 112.00 feet;

Thence North 87°42'36" East, 33.34 feet;

Thence North 02°17'24" West, 112.00 feet;

Thence North 87°42'36" East, 397.76 feet;

Thence North 41°22'45" East, 110.42 feet;

Thence North 19°06'56" East, 64.78 feet;

Thence North 87°58'10" East, 15.00 feet to a line which is 55.00 feet west of and parallel with the east line of the Northwest Quarter of said Section 15;

Thence South 02°01'50" East, 772.27 feet along said parallel line to the aforesaid easterly Right of Way line being beginning of a tangent curve, concave northwesterly, having a radius of 33.00 feet;

Thence leaving said parallel line and along said easterly Right of Way line, southwesterly along said curve, through a central angle of 89°44'26", an arc length of 51.69 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 844,673 sq. ft. (19.3910 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Virginia Ross  
Electronically Recorded

DATE/TIME: 05/14/2021 1045

FEE: \$30.00

PAGES: 6

FEE NUMBER: 2021-060563

When recorded mail to:

First American Title Insurance Company

P.O. Box 52023

Phoenix, AZ 85072

*NCS 1055540*

Exempt from Affidavit of Value: A.R.S. § 11-1134(B)(7)(h)

### SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, El Dorado Land Development, Inc., an Arizona corporation, the Grantor, does hereby convey to FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, as Trustee under Trust No. 8757, and not personally, the Grantee, the following real property situated in Pinal County, Arizona ("Property"), together with all rights and privileges appurtenant thereto and any improvements located thereon:

SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO all general and special real property taxes and other assessments; reservations in patents; easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record; all matters that would be disclosed by an accurate ALTA/NSPS survey or inspection of the Property, and the applicable zoning and use regulations of any municipality, county, state or the United States affecting the Property.

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

In compliance with the provisions of A.R.S. § 33-404, the name and address of the sole beneficiary of Trust No. 8757 of First American Title Insurance Company, is El Dorado Land Development, Inc., whose address is 8501 North Scottsdale Road, Suite 120 Scottsdale, Arizona 85253.

DATED: May 10, 2021.

[Balance of the Page Intentionally Left Blank; Signature Page Follows]

**GRANTOR:**

**El Dorado Land Development, Inc., an Arizona corporation**

By: Brad Hinton  
Name: Brad Hinton  
Its: Vice President

STATE OF ARIZONA )  
 ) ss.  
County of *Mari Copia* )

Acknowledged before me this 16 day of May 2021, by Brad Hinton, the Vice President of El Dorado Land Development, Inc., an Arizona corporation, for and on behalf thereof.



**Notary Seal/Stamp**

Karen E. Michalonis  
Notary Public

**EXHIBIT B**  
**TO**  
**RESOLUTION NO. \_\_\_\_\_**

**[Legal Description of Bella Vista Farms Parcels C&D, Parcel 4]**

**BELLA VISTA FARMS  
PARCEL 4 BOUNDARY  
LEGAL DESCRIPTION**

A portion of land being situated within the Northwest Quarter of Section 15, Township 3 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, being more particularly described as follows:

**COMMENCING** at a found 5/8 inch rebar flush accepted as the center of said Section 15 from which a found 3 1/4 inch Aluminum cap flush accepted as the West Quarter corner thereof bears South 89°38'50" West, 2690.38 feet;

Thence South 89°38'50" West, 88.97 feet along the south line of the Northwest Quarter of said Section 15;

Thence leaving said south line, North 00°21'10" West, 37.01 feet to the easterly Right of Way line of Vista Verde Trail as recorded in Document No. 2019-079142, Pinal County Records, being the **POINT OF BEGINNING**;

**Thence the following two (2) courses along said easterly Right of Way line:**

Thence South 87°42'36" West, 936.01 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1460.00 feet;

Thence northwesterly along said curve, through a central angle of 14°48'06", an arc length of 377.17 feet to the beginning of a tangent curve, concave northwesterly, having a radius of 25.00 feet;

Thence leaving said easterly Right of Way line and northeasterly along said curve, through a central angle of 92°57'07", an arc length of 40.56 feet to a tangent line;

Thence North 09°33'35" East, 191.59 feet to a non-tangent curve, concave southwesterly, having a radius of 25.00 feet, the center of which bears North 80°26'27" West;

Thence northwesterly along said curve, through a central angle of 89°59'58", an arc length of 39.27 feet to a non-tangent line;

Thence North 09°33'35" East, 58.00 feet;

Thence North 80°26'25" West, 29.91 feet;

Thence North 09°33'35" East, 122.00 feet;

Thence North 65°01'22" East, 27.69 feet;

Thence North 08°44'24" West, 111.88 feet to a non-tangent curve, concave northwesterly, having a radius of 58.00 feet, the center of which bears North 21°29'28" West;

Thence northeasterly along said curve, through a central angle of 49°56'30", an arc length of 50.56 feet to a non-tangent line;

Thence South 75°50'16" East, 163.99 feet;

Thence North 09°33'35" East, 123.71 feet;

Thence South 80°26'25" East, 128.56 feet;

Thence South 87°21'27" East, 71.02 feet;

Thence North 87°42'36" East, 313.61 feet;

Thence South 02°17'24" East, 112.00 feet;

Thence North 87°42'36" East, 33.34 feet;

Thence North 02°17'24" West, 112.00 feet;

Thence North 87°42'36" East, 397.76 feet;

Thence North 41°22'45" East, 110.42 feet;

Thence North 19°06'56" East, 64.78 feet;

Thence North 87°58'10" East, 15.00 feet to a line which is 55.00 feet west of and parallel with the east line of the Northwest Quarter of said Section 15;

Thence South 02°01'50" East, 772.27 feet along said parallel line to the aforesaid easterly Right of Way line being beginning of a tangent curve, concave northwesterly, having a radius of 33.00 feet;

Thence leaving said parallel line and along said easterly Right of Way line, southwesterly along said curve, through a central angle of 89°44'26", an arc length of 51.69 feet to the **POINT OF BEGINNING**.

Except 1/16<sup>th</sup> of all oil, gas and other hydrocarbon substances, coal, stone, metals, minerals, fossils, fertilizers of every name and description, as reserved to the State of Arizona in the patent of said land.

And except all material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in the patent of said land.

The above described parcel contains a computed area of 844,673 sq. ft. (19.3910 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

**EXHIBIT C**  
**TO**  
**RESOLUTION NO. \_\_\_\_\_**

**[Subdivision Improvement Performance Bond No. 72BSBIR9332]**

BOND NO.: 72BSBIR9332

**SUBDIVISION IMPROVEMENT PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that we Lennar Arizona, Inc., an Arizona corporation, as Principal, and Hartford Fire Insurance Company, a Corporation, created, organized and existing under any by virtue of the laws of Connecticut and licensed to do business in the State of Arizona, are held and firmly bound unto Pinal County, a political subdivision of the State of Arizona, as Obligee, in the sum of One Million Three Hundred Eighty Thousand Six Hundred Nine and 04/100 Dollars (\$1,380,609.04), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, by these presents; and

WHEREAS, the Principal intends to file with Pinal County, Arizona, a plat of a subdivision in Pinal County, more particularly described as Bella Vista Parcels C&D – Parcel 4 and endorsed on said plat is the requirement to construct and install public improvements for paving of subdivision streets, curb and gutter, water, sewer, landscaping and drainage; and

WHEREAS, provision has been made by law and ordinance whereby the Principal shall provide security to assure complete installation of said improvements in conformance with Pinal County standards and in favor of Pinal County, which shall indemnify said County and secure said County that actual construction of said improvements in conformance with County standards, in the event said Principal shall fail to install said improvements within the specified period of time described below.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully complete the construction and installation of said improvements in conformance with County standards within two years from the date of approval of said subdivision plat, then this obligation shall become null and void; otherwise it remains in full force and effect.

The Principal and Surety, jointly and severally agree, that if said Principal fails to construct said improvements as herein required or fails to conform said improvements to Pinal County standards, Surety, with the consent of Obligee, may cause said improvements to be completed or made to conform to Pinal County Standards with Surety continuing to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses or Obligee shall have the right to construct and maintain, or pursuant to public advertisement and receipt and acceptance of bids, cause to be constructed and maintained said subdivision improvements and the Principal and Surety shall be jointly and severally liable hereunder to pay to and indemnify the Obligee upon completion of such construction and maintenance, the cost to the Obligee thereof, including but not limited to engineering, legal and contingent costs and expenses.

The term of this bond shall begin upon the date of filing this subdivision improvement performance bond with Pinal County and shall remain in effect until the completion of the work in conformance with Pinal County standards.

Signed, sealed and dated this 7th day of October, 2021.

Address and telephone

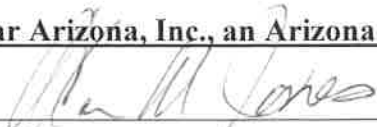
1665 W. Alameda Drive, Suite 130

Tempe, AZ 85282

(480) 248-5514

Principal

Lennar Arizona, Inc., an Arizona corporation

By: 

Name: Alan M. Jones

Title: Division Pres

Address and telephone

One Hartford Plaza

Hartford, CT 06155-0001

(860) 547-5000

Surety

Hartford Fire Insurance Company

a Connecticut corporation

By: 

Name: Amanda R. Turman-Avina

Title: Attorney-in-Fact

**\*\*ALSO REQUIRED IS A NOTARY SHEET FOR EACH OF THE ABOVE  
SIGNATURES AND A COPY OF ANY POWER OF ATTORNEY\*\***

CORPORATE ACKNOWLEDGMENT

STATE OF Arizona

COUNTY OF Maricopa

On this 7th day of October, 2021 before me

personally came

Alan Jones to me known,

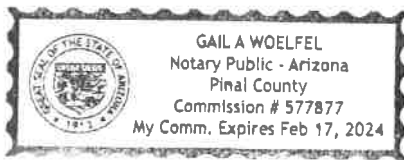
who, being by me duly sworn, did depose and say that he/she resides in

Arizona that he/she is the

President of Lennar Arizona, Inc.

that corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.

(SEAL)



Gail A. Woelfel

State of Texas }  
County of Harris } ss:

On 10/6/2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Amanda L. Turman-Arina  
known to me to be Attorney-in-Fact of Hartford Fire Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires February 20, 2023

Karen Jo Thomas  
Karen Jo Thomas Notary Public



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: Marsh

- |                                     |                                                                                                                  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input type="checkbox"/>            | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Amanda R. Turman-Avina

of

Houston, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 6<sup>th</sup> day of May, 2015, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 7, 2021

Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President