

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 ACCEPTING A THIRD PARTY TRUST ASSURANCE AGREEMENT (TRUST NO. 9329) FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH PROMONTORY AT MAGIC RANCH-PARCEL A, LOCATED IN SECTION 12, TOWNSHIP 4 SOUTH, RANGE 8 EAST SUPERVISORY DISTRICT 4**

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the subdivider and recommended by the Director of Public Works; and

WHEREAS, provision has been made by law and ordinance whereby a subdivider shall provide financial security to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements; and

WHEREAS, Magic Ranch Partners, LLC the subdivider of Promontory at Magic Ranch-Parcel A, has provided the Third Party Trust Assurance Agreement attached hereto as **Exhibit "A"** as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Third Party Trust Assurance Agreement attached hereto as **Exhibit "A"** is hereby approved and accepted.

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.

[SIGNATURES ON NEXT PAGE]

**RESOLUTION NO.** \_\_\_\_\_


PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 No. 9329]**

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 THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (this "**Agreement**") is made and entered into by, between and among: **(1)** Magic Ranch Partners, LLC, an Arizona limited liability company ("**Subdivider**"); **(2)** Pioneer Title Agency, Inc., an Arizona corporation ("**Trustee**"), Trustee under Trust No. 9329~~\*~~ and **(3)** Pinal County, Arizona, a political subdivision of the State of Arizona ("**County**").

#### RECITALS

*\* and not personally*

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust No. 9329, 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 November 11, 2022, conveying the Land into Trust No. 9329.

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 (the "**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 (the "**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 **Final Plat of Parcel A – Promontory at Magic Ranch** (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

**Magic Ranch Partners, LLC, an Arizona  
limited liability company:**

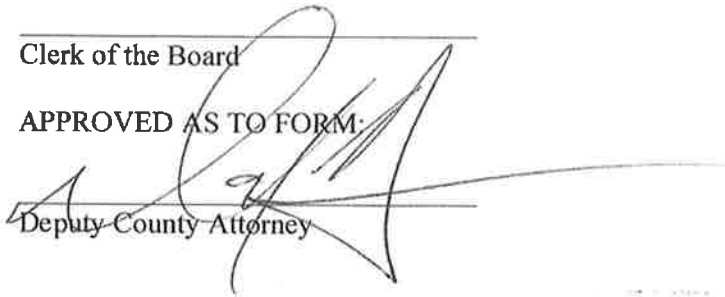
\_\_\_\_\_  
Chairman of the Board

By:   
Garth Wieger, its manager

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF PINAL     )


The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_, 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

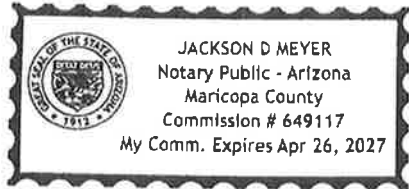
My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 1 day of Apr: 1, 2024, by Garth Wieger, as manager of Magic Ranch Partners, LLC, an Arizona limited liability company.

  
Notary Public

My Commission Expires: 4/26/27

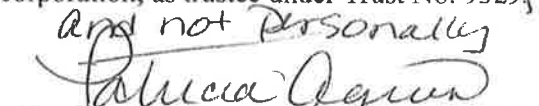


TRUSTEE: **Pioneer Title Agency, Inc., an Arizona corporation**, as Trustee under Trust No. 9329, and not in its corporate capacity Personally

By: Maria A Renella  
Its: Trust officer

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MARCH 2024 by Maria A Renella of **Pioneer Title Agency, Inc., an Arizona corporation** ("Trustee"), ~~on behalf of the corporation~~, as trustee under Trust No. 9329,

and not personally  
  
Notary Public

My Commission Expires: 07-25-2025



## Exhibit "A"

### Property Description

#### PARCEL A

A portion of the North half of Section 12, Township 4 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at a 2-inch Aluminum Cap stamped L.S. #1144 marking the West quarter corner of said Section 12, from which a 2.5-inch Aluminum Cap stamped L.S. #32778 bears North 00 Degrees 31 Minutes 39 Seconds West, a distance of 2657.67 feet;

Thence North 89 Degrees 08 Minutes 24 Seconds East, a distance of 40.00 feet to the POINT OF BEGINNING;

Thence North 00 Degrees 31 Minutes 39 Seconds West parallel to the West boundary of the Northwest quarter of said Section 12, a distance of 1221.29 feet to the beginning of a tangent curve, concave Southeasterly with a radius of 33.00 feet;

Thence clockwise along said curve, with an arc distance 51.72 feet through a central angle of 89 Degrees 47 Minutes 46 Seconds;

Thence North 89 Degrees 16 Minutes 07 Seconds East, a distance of 77.11 feet to the beginning of a tangent curve, concave Southwesterly with a radius of 25.00 feet;

Thence clockwise along said curve, with an arc distance of 39.27 feet through a central angle of 90 Degrees 00 Minutes 00 Seconds;

Thence North 88 Degrees 27 Minutes 56 Seconds East, a distance of 50.00 feet to the beginning of a non-tangent curve, concave Southeasterly with a radius point bearing North 89 Degrees 16 Minutes 07 Seconds East, a distance of 25.00 feet;

Thence clockwise along said curve, with an arc distance of 38.12 feet through a central angle of 87 Degrees 22 Minutes 10 Seconds to the beginning of a reverse curve, concave Northwesterly with a radius of 640.00 feet;

Thence counterclockwise along said curve, with an arc distance of 208.28 feet through a central angle of 18 Degrees 38 Minutes 47 Seconds;

Thence North 67 Degrees 59 Minutes 30 Seconds East, a distance of 261.25 feet to the beginning of a tangent curve, concave Southeasterly with a radius of 560.00 feet;

Thence clockwise along said curve, with an arc distance of 51.04 feet, through a central angle of 5 Degrees 13 Minutes 20 Seconds to the beginning of a compound curve, concave Southwesterly with a radius of 25.00 feet;

Thence clockwise along said curve, with an arc distance of 43.40 feet through a central angle of 99 Degrees 28 Minutes 05 Seconds;

Thence North 75 Degrees 11 Minutes 48 Seconds East, a distance of 50.35 feet to the beginning of a non-tangent curve, concave Southeasterly with a radius point bearing North 81 Degrees 18 Minutes 54 Seconds East, a distance of 25.00 feet;

Thence clockwise along said curve, with an arc distance of 40.42 feet through a central angle of 92 Degrees 38 Minutes 32 Seconds to the beginning of a compound curve, concave Southerly with a radius of 560.00 feet;

Thence clockwise along said curve, with an arc distance of 51.91 feet through a central angle of 5 Degrees 18 Minutes 41 Seconds;

Thence North 89 Degrees 16 Minutes 07 Seconds East, a distance of 162.24 feet to the beginning of a tangent curve, concave Northerly with a radius of 640.00 feet;

Thence counterclockwise along said curve, with an arc distance of 23.53 feet, through a central angle of 2 Degrees 26 Minutes 25 Seconds to the beginning of a non-tangent curve, concave Southwesterly with a radius point bearing South 58 Degrees 09 Minutes 25 Seconds West, a distance of 380.00 feet;

Thence clockwise along said curve, with an arc distance of 49.38 feet through a central angle of 7 Degrees 26 Minutes 44 Seconds;

Thence South 24 Degrees 23 Minutes 51 Seconds East, a distance of 354.28 feet to the beginning of a tangent curve, concave Westerly with a radius of 940.00 feet;

Thence clockwise along said curve, with an arc distance of 529.37 feet through a central angle of 32 Degrees 16 Minutes 00 Seconds;

Thence South 07 Degrees 52 Minutes 09 Seconds West, a distance of 239.50 feet to the beginning of a tangent curve, Easterly with a radius of 560.00 feet;

Thence counterclockwise along said curve, an arc distance of 211.12 feet through a central angle of 21 Degrees 36 Minutes 01 Seconds;

Thence South 13 Degrees 43 Minutes 52 Seconds East, a distance of 0.60 feet to the beginning of a tangent curve, concave Westerly with a radius of 440.00 feet;

Thence clockwise along said curve, an arc distance of 95.91 feet through a central angle of 12 Degrees 29 Minutes 19 Seconds

Thence South 89 Degrees 08 Minutes 24 Seconds East along the South boundary of the Northwest quarter of Section 12, a distance of 1265.64 feet to the POINT OF BEGINNING.

**Exhibit "B"**

Special Warranty Deed



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Dana Lewis  
Electronically Recorded

DATE/TIME: 11/18/2022 1303  
FEE: \$30.00  
PAGES: 4  
FEE NUMBER: 2022-116716

at the request of Pioneer Title Agency, Inc.  
When recorded mail to  
**Pioneer Title Agency, an Arizona  
corporation, as Trustee under Trust  
#9329 and not personally**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT ARS 11-1134 B7

### SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

**Magic Ranch Partners, LLC**

hereafter called the Grantor, hereby conveys to

**Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust #9329, and not personally**

the following real property situated in Pinal County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

See Attached Legal Description as Exhibit A

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 binds itself and its successors to warrant the title as against its acts and none other, subject to the matters above set forth.

DATED November 11, 2022

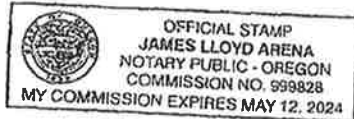
**Magic Ranch Partners, LLC**

**Garth Wieger**

**Manager**

Oregon  
State of Arizona }  
County of Multnomah } ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2022, by Garth Wieger, Manager for Magic Ranch Partners, LLC.



*James L. Arena*

NOTARY PUBLIC

My commission expires: MAY 12, 2024

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Special Warranty Deed

Date of Document: November 11, 2022 / Consisting of 3 pages

Parties to Document:

Magic Ranch Partners, LLC

Pioneer Title Agency, Inc., an Arizona corporation, as Trustee under Trust #9329, and not personally

**Exhibit A**  
**LEGAL DESCRIPTION**  
**PARCEL A**

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Thence North 00 Degrees 31 Minutes 39 Seconds West parallel to the West boundary of the Northwest quarter of said Section 12, a distance of 1221.29 feet to the beginning of a tangent curve, concave Southeasterly with a radius of 33.00 feet;

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(CONT.) LEGAL DESCRIPTION

PARCEL A

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Thence South 89 Degrees 08 Minutes 24 Seconds East along the South boundary of the Northwest quarter of Section 12, a distance of 1265.64 feet to the POINT OF BEGINNING.

Comprising an area of 38.079 Acres; 1,658,711 Square Feet, more or less.