

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 SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. 0814849 FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH A PORTION OF MAGMA RANCH III-PARCEL 2A, LOCATED IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 9 EAST, SUPERVISORY DISTRICT 5.

WHEREAS, on May 15, 2024, the Pinal County Board of Supervisors (the “**Board**”) approved and accepted a Third Party Trust Assurance Agreement for Construction of Subdivision Improvements by and between Magma Ranch III – Phoenix, LLC, a Delaware limited liability company (the “**Original Subdivider**”); Fidelity National Title Agency, Inc., an Arizona corporation (“**Trustee**”), as trustee under Trust No. 60,566 (the “**Trust**”); and Pinal County, Arizona (the “**County**”), as recorded at fee number 2024-036576, official records of Pinal County (the “**TPTA**”); and,

WHEREAS, the land subject to the TPTA is all of the real property legally described in attached **Exhibit “A”**, which is the subject of a subdivision plat identified as Magma Ranch III – Parcel 2A (the “**TPTA Property**”); and,

WHEREAS, the Original Subdivider intends to sell, and is under contract to sell, portions of the TPTA Property to multiple purchasers through a single closing or simultaneous closings as allowed by Paragraph 2.7.1 of the TPTA; and,

WHEREAS, one of the multiple purchasers includes Brightland Homes of Arizona LLC (the “**Developer**”), who intends to purchase, and is under contract to purchase, that portion of the TPTA Property legally described in attached **Exhibit “B”** (the “**Property**”); and,

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

WHEREAS, this matter has come before the Board by request of the Developer, who has provided a Subdivision Improvement Performance Bond in the amount of Three Million Eight Hundred Ninety Nine Thousand Three Hundred Thirty Dollars and 37/100 (\$3,899,330.37) as such financial security (the “**Developer Bond**”), a fully executed copy of which is attached hereto as **Exhibit “C”**; and,

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WHEREAS, the original wet-ink signature Developer Bond is currently held in escrow by the title company assisting with the transfer of the Property and is subject to escrow instructions which provide in relevant part that the original wet-ink signature Developer Bond shall be sent to the County upon close of escrow; and,

WHEREAS, the Developer Bond is structured in such a way that the same shall not be released until all of the required subdivision improvements associated with the TPTA property as a whole, and not just with respect to the Property, are completed in accordance with all applicable and approved plans and only after the County has inspected them and finds them to be in compliance with the plans and applicable County ordinances and regulations, and the improvements are found acceptable in accordance with the terms of Paragraph 2.11 of the TPTA; and,

WHEREAS, unless and until the Property is conveyed to the Developer as authorized hereby, the same will remain in the Trust and subject to the TPTA.

NOW, THEREFORE, BE IT RESOLVED, by the Board that the Developer Bond, a copy of which is attached hereto as **Exhibit "C"**, is hereby approved and accepted contingent upon the conveyance of the Property to the Developer within sixty (60) days from the date of this Resolution as evidenced by the transmission of the wet ink signature Developer Bond to the County.

BE IT FURTHER RESOLVED, that the Trustee is hereby authorized to convey the Property out of the Trust to the Developer, as may be requested by the Original Subdivider, within sixty (60) days from the date of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall only be recorded after the conveyance of the Property to the Developer, which may be confirmed to the Clerk of the Board by the Pinal County Attorney's Office.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon signing by the Chair of the Pinal County Board of Supervisors.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

RESOLUTION NO. _____

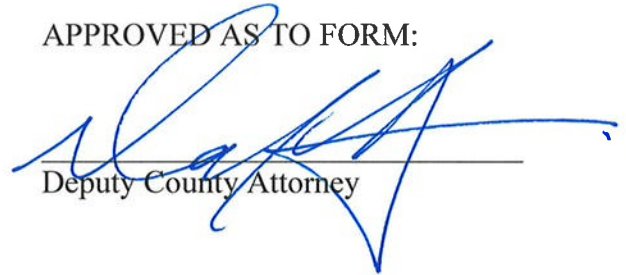
PASSED AND ADOPTED this _____ day of _____, 2024, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"
TO
RESOLUTION NO. _____

**[Legal Description of Property Subject to TPTA Recorded at Fee No. 2024-036576, Official
Records of Pinal County]**

Lots 1-439, inclusive, and Tracts A-CC, inclusive, of Final Plat of Magma Ranch III –
Parcel 2A.

EXHIBIT "B"
TO
RESOLUTION NO. _____

**[Legal Description of Property Subject to Subdivision Improvement Performance Bond
No. 0814849]**

Lots 41 to 135 and Lots 283 to 285 of Magma Ranch III-Parcel 2A as recorded in document #
2024-036576

EXHIBIT "C"
TO
RESOLUTION NO. _____

[Copy of Subdivision Improvement Performance Bond No. 0814849]

**SUBDIVISION IMPROVEMENT PERFORMANCE BOND
(RE: JOINT SUCCESSOR IN INTEREST SUBSEQUENT TO THE BULK SALE OF
LAND FROM TRUST TO MULTIPLE PURCHASERS)**

KNOW ALL MEN BY THESE PRESENTS: that we Brightland Homes of Arizona LLC, a Limited Liability Company, as Principal, and Harco National Insurance Company, a Corporation, created, organized and existing under and by virtue of the laws of Illinois and licensed to do business in the State of Arizona, as Surety, are held and firmly bound unto Pinal County, a political subdivision of the State of Arizona, as Obligee, in the sum of Three Million Eight Hundred Ninety Nine Thousand Three Hundred Thirty Dollars and 37/100 (\$3,899,330.37) (which represents a prorata share of the cost of the improvements described below), 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, a plat of a subdivision was previously filed with Pinal County, more particularly described as Magma Ranch Unit 3 Parcel 2A (the "**Plat**") and endorsed on the Plat is the requirement to construct and install public improvements including for paving of subdivision streets, curb and gutter, water, sewer, landscaping and Signing & Striping and Grading; and,

WHEREAS, consistent with A.R.S. § 11-821(C), Pinal County Development Services Code § 3.40.040 requires financial assurances for the installation of required street, sewer, electric and water utilities, drainage, flood control and other improvements meeting established minimum standards of design and construction; and,

WHEREAS, Principal will own only a portion of the land depicted on the Plat, **as set forth in the attached Exhibit 1** (the "**Principal's Portion of Land**"), which will be conveyed to Principal simultaneously with conveyances of other portions of the land depicted on the Plat to other purchasers (such land, together with any portions retained by the original subdivider, are referred to collectively as the "**Remaining Portions of Land**") pursuant to Paragraphs 2.7.1 or 2.7.2 of that certain Third Party Trust Assurance Agreement for Construction of Subdivision Improvements recorded at Fee No. 2024-036576, official records of Pinal County, Arizona (the "**Original Subdivider's TPTA**"); and,

WHEREAS, the Principal's Portion of Land and the Remaining Portions of Land constitute all of the land depicted on the Plat; and,

WHEREAS, provision has been made by law, ordinance and agreement whereby the Principal shall provide security (along with the other purchasers of the Remaining Portions of Land) to assure complete installation of all subdivision improvements referenced herein 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 is completed in conformance with Pinal County standards, in the event said Principal shall fail to install said improvements within the specified period of time described below.

NOW, THEREFORE, the Principal and Surety, jointly and severally agree, that the condition of this obligation is such that if the construction and installation of all required subdivision improvements for both the Principal's Portion of Land and the Remaining Portions of Land (which Remaining Portions of Land are subject to separate assurances in relation to the Plat) are completed in conformance with Pinal County standards within two (2) years from the date of approval of the Plat, then this obligation shall become null and void; otherwise it remains in full force and effect. To be clear, this obligation shall remain in full force and effect and shall not be released until all of the Subdivision Improvements associated with the Plat as a whole (and not just with respect to the Principal's Portion of Land but also with respect to the Remaining Portions of Land) are completed in accordance with all applicable and approved plans and only after Pinal 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 of the Original Subdivider's TPTA.

The Principal and Surety further jointly and severally agree, that if the improvements associated with the Principal's Portion of Land are not constructed as herein required or said improvements fail to conform 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.

After the Pinal County Board of Supervisors has accepted this Subdivision Improvement Performance Bond by way of Resolution, the term of this bond shall begin upon the date the Principal's Portion of Land is subsequently conveyed to Principal out of the trust associated with the Original Subdivider's TPTA and shall remain in effect and shall not be released until the completion of all of the Subdivision Improvements associated with the Plat as a whole, as set forth more fully above.

Signed, sealed and dated this 7th day of June, 2024.

Address and telephone
1501 W Fountainhead Parkway
Suite 150
Tempe, AZ 85282
602-469-4530

Principal
Brightland Homes of Arizona LLC,
a Limited Liability Company
By: 
Name: MARK MOSKAL
Title: DIVISION PRESIDENT

Acknowledgement Form

State of Arizona)

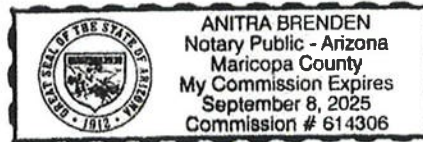
)ss.:

County of Maricopa)

On the 10th day of June in the year 2024 before me, the undersigned notary public, personally appeared Mark Moskal, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Anitra Brenden

Notary Public



Address and telephone

4200 Six Forks Road

Raleigh, NC 27609

847-321-4800

Surety

Harco National Insurance Company

a Corporation

By: 

Name: Matthew Erra

Title: Attorney-in-Fact

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

ACKNOWLEDGEMENT

State of Arizona

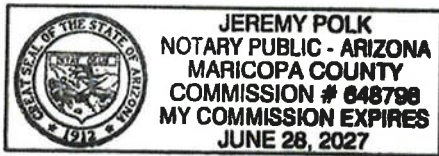
County of Maricopa

On 6/7/2024 before me personally appeared **Matthew Erra** whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.

(Seal)



Notary Signature



Jeremy Polk
Commission Number 648798
Commission Expires June 28, 2027

Bond # 0814849

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEREMY POLK, MATTHEW ERRA

Phoenix, AZ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 7th, 2024

A02286 USI Insurance Services, LLC.

Irene Martins, Assistant Secretary

EXHIBIT 1

Legal Description of Lots

Lots 41 to 135 and Lots 283 to 285 of Magma Ranch III – Parcel 2A as recorded in document # 2024-036576.