

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 NOS. LICX1207134 AND LICX1207135 FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH THE SUBDIVIDER'S FIRST RETAINED PORTION (BOND NO. LICX1207134) AND THE SUBDIVIDER'S SECOND RETAINED PORTION (BOND NO. LICX1207135) 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, between and among Magma Ranch III – Phoenix, LLC, a Delaware limited liability company (the "**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 Subdivider intends to sell, and is under contract to sell, portions of the TPTA Property to multiple developers (individually, the "**Successor in Interest**" or cumulatively, the "**Successors in Interest**") through a single closing or simultaneous closings as allowed by Paragraph 2.7.1 of the TPTA as legally described in attached **Exhibit "B"** (cumulatively, the "**TPTA Property Pending Sale**"); and,

WHEREAS, the Successors in Interest have each provided copies of fully executed performance bonds to the Board for separate consideration and acceptance in a pro-rata amount of the total amount of the Pinal County Engineer's estimate for construction of all required public subdivision improvements based on the portion of the TPTA Property to be purchased by each Successor in Interest (the "**Successor in Interest Performance Bonds**"); and,

WHEREAS, the Successors in Interest have placed in escrow their original wet-ink signature Successor in Interest Performance Bonds subject to escrow instructions which provide in relevant part that the same be sent to the County upon close of escrow; and,

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RESOLUTION NO. _____

WHEREAS, this matter has come before the Board by a request of the Subdivider who, pursuant to Paragraph 2.9(B) of the TPTA, desires to substitute two separate performance bonds for the TPTA with respect to two separate portions of the TPTA Property remaining in the Trust after the successful conveyance of the TPTA Property Pending Sale, which together constitute all portions of the TPTA Property remaining in the Trust after the successful conveyance of the TPTA Property Pending Sale (the “**Subdivider’s Retained Property**”); and,

WHEREAS, with respect to one portion of the Subdivider’s Retained Property, as legally described in attached **Exhibit “C”** (the “**Subdivider’s First Retained Portion**”), the Subdivider has provided a Subdivision Improvement Performance Bond in the amount of Three Million One Hundred Thirty Nine Thousand Six Hundred Sixty Three Dollars and 53/100 (\$3,139,663.53) as a substitute financial assurance to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements in relation to the pro rata cost of the Subdivider’s First Retained Portion as determined by the County Engineer (the “**Substitute Performance Bond for the Subdivider’s First Retained Portion**”), a copy of which is attached hereto as **Exhibit “D”**; and,

WHEREAS, with respect to the remaining portion of the Subdivider’s Retained Property, as legally described in attached **Exhibit “E”** (the “**Subdivider’s Second Retained Portion**”), the Subdivider has provided a Subdivision Improvement Performance Bond in the amount of Four Million Nine Hundred Thousand Five Hundred Nine Dollars and 79/100 (\$4,900,509.79) as a substitute financial assurance to assure completion of construction of all required public subdivision improvements in conformance with Pinal County standards and requirements in relation to the pro rata cost of the Subdivider’s Second Retained Portion as determined by the County Engineer (the “**Substitute Performance Bond for the Subdivider’s Second Retained Portion**”), a copy of which is attached hereto as **Exhibit “F”**; and,

WHEREAS, the Subdivider has placed in escrow its: (1) original wet-ink signature Substitute Performance Bond for the Subdivider’s First Retained Portion; and (2) original wet-ink signature Substitute Performance Bond for the Subdivider’s Second Retained Portion subject to escrow instructions which provide in relevant part that the same be sent to the County upon close of escrow of the TPTA Property Pending Sale; and,

WHEREAS, the Substitute Performance Bond for the Subdivider’s First Retained Portion and the Substitute Performance Bond for the Subdivider’s Second Retained Portion are each 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 Subdivider’s First Retained Portion and the Subdivider’s Second Retained Portion, 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,

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RESOLUTION NO. _____

WHEREAS, the TPTA Property Pending Sale and the Subdivider's First Retained Portion and the Subdivider's Second Retained Portion cumulatively constitute all of the TPTA Property, such that upon the successful close of escrow of the TPTA Property Pending Sale and thereafter upon the conveyance by the Trustee to the Subdivider of the Subdivider's First Retained Portion and the Subdivider's Second Retained Portion out of the Trust no portion of the TPTA Property will remain in the Trust; and,

WHEREAS, Paragraph 2.14(G) of the TPTA sets forth a condition for termination of the TPTA when: (1) there has been a bulk sale of some of the TPTA Property pursuant to Paragraph 2.7.1 of the TPTA (i.e., the TPTA Property Pending Sale); (2) the Subdivider has executed, and the Board has accepted, a performance bond with respect to the Subdivider's First Retained Portion and the Subdivider's Second Retained Portion that complies with Paragraph 2.9(B) of the TPTA such that all portions of the TPTA Property have been or will be conveyed out of the Trust; and (3) the several resolutions accepting the Successor in Interest Performance Bonds and the Substitute Performance Bond for the Subdivider's First Retained Portion and the Substitute Performance Bond for the Subdivider's Second Retained Portion have been recorded with the Pinal County Recorder.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Substitute Performance Bond for the Subdivider's First Retained Portion, a copy of which is attached hereto as **Exhibit "D"**, is hereby approved and accepted contingent upon the several conveyances of the TPTA Property Pending Sale as evidenced by the transmission of the wet-ink signature Successor in Interest Performance Bonds to the County and further contingent upon the transmission of the wet-ink signature Substitute Performance Bond for the Subdivider's First Retained Portion.

BE IT FURTHER RESOLVED, that the Substitute Performance Bond for the Subdivider's Second Retained Portion, a copy of which is attached hereto as **Exhibit "F"**, is hereby approved and accepted contingent upon the several conveyances of the TPTA Property Pending Sale as evidenced by the transmission of the wet-ink signature Successor in Interest Performance Bonds to the County and further contingent upon the transmission of the wet-ink signature Substitute Performance Bond for the Subdivider's Second Retained Portion.

BE IT FURTHER RESOLVED, that the Trustee is hereby authorized to convey the Subdivider's First Retained Portion and the Subdivider's Second Retained Portion, as legally described on the attached **Exhibits "C"** and **"E"**, respectively, out of the Trust to the Subdivider, as may be requested by the 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 TPTA Property Pending Sale to the Successors in Interest and only after the conveyance of the Subdivider's First Retained Portion and the Subdivider's Second Retained Portion out of the Trust to the Subdivider, which may be confirmed to the Clerk of the Board by the Pinal County Attorney's Office.

RESOLUTION NO. _____

BE IT FURTHER RESOLVED, that contingent upon: **(1)** the conveyance of the TPTA Property Pending Sale out of the Trust to the Successors in Interest; **(2)** the conveyance of the Subdivider's First Retained Portion and the Subdivider's Second Retained Portion out of the Trust to the Subdivider, such that **(3)** all portions of the TPTA Property have been conveyed out of the Trust; **(4)** the Board's approval and acceptance of substitute financial assurances for the completion of all required subdivision improvements for all of the property comprising the TPTA Property; **(5)** the transmission of the original wet-ink signature performance bonds to the County associated with the TPTA Property Pending Sale (i.e., the Successor in Interest Performance Bonds) and the wet-ink signature performance bonds for the Subdivider's Retained Property (i.e., the Substitute Performance Bond for the Subdivider's First Retained Portion and the Substitute Performance Bond for the Subdivider's Second Retained Portion); and **(6)** the recordation of the resolutions accepting the performance bonds associated with the TPTA Property Pending Sale and the Subdivider's Retained Property with the Pinal County Recorder, the Subdivider shall be released from the TPTA, which shall be terminated per its terms.

BE IT FURTHER RESOLVED, that the Pinal County Attorney's Office may confirm the completion of all required contingencies predicating termination of the TPTA as set forth above to all interested parties.

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

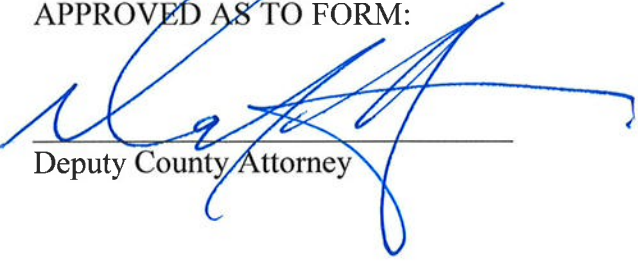
PASSED AND ADOPTED this _____ day of _____, 2024, by the PINAL COUNTY BOARD OF SUPERVISORS.

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 TPTA Property Pending Sale, i.e., the Legal Descriptions of all
Property Scheduled for Sale to the Successors in Interest]**

Lots 41-135, inclusive, 283-285, inclusive, and 288-439, inclusive, of Final Plat of
Magma Ranch III – Parcel 2A as recorded in document # 2024-036576.

EXHIBIT "C"
TO
RESOLUTION NO. _____

[Legal Description of the Subdivider's First Retained Portion. i.e., Property Subject to the Subdivider's Substitute Performance Bond No. LICX1207134]

Lots 1-40, inclusive, 260-282, inclusive, and 286-287, and Tracts J, N, P, S, U, and AA-CC, inclusive, of the final plat for MAGMA RANCH III – PARCEL 2A.

EXHIBIT "D"
TO
RESOLUTION NO. _____

**[Subdivider's Substitute Performance Bond No. LICX1207134 – Associated with
Subdivider's First Retained Portion]**

**SUBDIVISION IMPROVEMENT PERFORMANCE BOND
(RE: SUBDIVIDER'S SUBSTITUTE ASSURANCE FOR RETAINED PORTION OF
LAND SUBSEQUENT TO THE BULK SALE OF LAND FROM TRUST TO A SINGLE
OR MULTIPLE PURCHASERS)**

KNOW ALL MEN BY THESE PRESENTS: that we MAGMA RANCH III - PHOENIX, LLC, a Delaware limited liability company as Principal, and LEXON INSURANCE COMPANY, a Texas corporation, created, organized and existing under and by virtue of the laws of Texas 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 Three Million One Hundred Thirty-Nine Thousand Six Hundred Sixty-Three and 53/100 Dollars (\$3,139,663.53) (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 III - 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, grading, signing and striping; 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 owns only a portion of the land depicted on the Plat, a part of which is set forth in the attached Exhibit 1 (the "**Principal's Portion of Land**"), which was either: (1) retained by Principal subsequent to the bulk sale of a Permitted Portion of land from trust to a single purchaser in one transaction pursuant to Paragraph 2.7 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**"); or (2) was retained by Principal subsequent to bulk sales of land from trust to multiple purchasers through a single closing or simultaneous closings pursuant to Paragraphs 2.7.1, 2.7.2 or 2.9(B) of the Original Subdivider's TPTA (with such land having been conveyed, whether to a single purchaser or multiple purchasers as set forth above, being referred to herein collectively as the "**Remaining Portions of Land**"); 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 all of the land depicted on the Plat, specifically including 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), as well as all other portions of the land depicted on the Plat retained by Principal (which portions are also subject to a separate assurance) 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 and all other portions of the land depicted on the Plat) 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

Signed, sealed and dated this ___ day of June, 2024.

Address and telephone

Principal

1350 Avenue of the Americas, Suite 1600
New York, New York 10019

MAGMA RANCH III - PHOENIX, LLC,
a Delaware limited liability company

Attention: Chris Bennett

By Tanya M. Frey

Phone: (212) 977-3717

Name: Tanya M. Frey

Title: Controller

STATE OF WA)
) ss.
County of Spokane)

The foregoing instrument was acknowledged before me this 12th day of June, 2024, by Tanya Frey, as Controller of MAGMA RANCH III - PHOENIX, LLC, a Delaware limited liability company, on behalf thereof.

Jeanine Patterson
Notary Public Jeanine Patterson

My Commission expires:
June 11, 2028



Signed, sealed and dated this 11th day of June, 2024.

Address and telephone

Surety

12890 Lebanon Road

LEXON INSURANCE COMPANY,

Mount Juliet, TN 37122

a Texas corporation

Attention: National Underwriting Officer

By: Haley A. Anderson

Phone: (615) 553-9500

Name: Haley A. Anderson

Title: Attorney-in-Fact

STATE OF Illinois)

) ss.

County of Cook)

The foregoing instrument was acknowledged before me this 11th day of June, 2024, by Haley A. Anderson, as Attorney-in-Fact of LEXON INSURANCE COMPANY, a Texas corporation, on behalf thereof.

M Labno

Notary Public

My Commission expires: August 18, 2027



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint **John P. Harney, Jacquelyn M. Norstrom, Josefina Rojo, Haley A. Anderson, Pramod Venkatesh, Steven L. Wulff, Matthew Labno** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 11th day of June, 2024.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-563-8500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Exhibit 1

Principal's Portion of Land

Lots 1-40, inclusive, 260-282, inclusive, and 286-287, and Tracts J, N, P, S, U, and AA-CC, inclusive, of the final plat for MAGMA RANCH III - PARCEL 2A.

EXHIBIT "E"
TO
RESOLUTION NO. _____

**[Legal Description of the Subdivider's Second Retained Portion. i.e., Property Subject to
the Subdivider's Substitute Performance Bond No. LICX1207135]**

Lots 136 – 259, inclusive, and Tracts L, M, O, Q, R and T of the final plat for MAGMA
RANCH III – PARCEL 2A.

EXHIBIT "F"
TO
RESOLUTION NO. _____

**[Subdivider's Substitute Performance Bond No. LICX1207135 - Associated with
Subdivider's Second Retained Portion]**

BOND NO.: LICX1207135

**SUBDIVISION IMPROVEMENT PERFORMANCE BOND
(RE: SUBDIVIDER'S SUBSTITUTE ASSURANCE FOR RETAINED PORTION OF
LAND SUBSEQUENT TO THE BULK SALE OF LAND FROM TRUST TO A SINGLE
OR MULTIPLE PURCHASERS)**

KNOW ALL MEN BY THESE PRESENTS: that we MAGMA RANCH III - PHOENIX, LLC, a Delaware limited liability company as Principal, and LEXON INSURANCE COMPANY, a Texas corporation, created, organized and existing under and by virtue of the laws of Texas 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 Four Million Nine Hundred Thousand Five Hundred Nine and 79/100 Dollars (\$4,900,509.79) (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 III - 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, grading, signing and striping; 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 owns only a portion of the land depicted on the Plat, a part of which is set forth in the attached Exhibit 1 (the "**Principal's Portion of Land**"), which was either: (1) retained by Principal subsequent to the bulk sale of a Permitted Portion of land from trust to a single purchaser in one transaction pursuant to Paragraph 2.7 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**"); or (2) was retained by Principal subsequent to bulk sales of land from trust to multiple purchasers through a single closing or simultaneous closings pursuant to Paragraphs 2.7.1, 2.7.2 or 2.9(B) of the Original Subdivider's TPTA (with such land having been conveyed, whether to a single purchaser or multiple purchasers as set forth above, being referred to herein collectively as the "**Remaining Portions of Land**"); 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 all of the land depicted on the Plat, specifically including 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), as well as all other portions of the land depicted on the Plat retained by Principal (which portions are also subject to a separate assurance) 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 and all other portions of the land depicted on the Plat) 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

Signed, sealed and dated this ___ day of June, 2024.

Address and telephone

Principal

1350 Avenue of the Americas, Suite 1600
New York, New York 10019

MAGMA RANCH III - PHOENIX, LLC,
a Delaware limited liability company

Attention: Chris Bennett

By Tanya M. Frey

Phone: (212) 977-3717

Name: Tanya M. Frey

Title: Controller

STATE OF WA)
) ss.
County of Spokane)

The foregoing instrument was acknowledged before me this 12th day of June, 2024 by Tanya Frey, as Controller of MAGMA RANCH III - PHOENIX, LLC, a Delaware limited liability company, on behalf thereof.

Jeanine Patterson
Notary Public Jeanine Patterson

My Commission expires:
June 11, 2028



Signed, sealed and dated this 11th day of June, 2024.

Address and telephone

Surety

12890 Lebanon Road

LEXON INSURANCE COMPANY,

Mount Juliet, TN 37122

a Texas corporation

Attention: National Underwriting Officer

By: Haley A. Anderson

Phone: (615) 553-9500

Name: Haley A. Anderson

Title: Attorney-in-Fact

STATE OF Illinois)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me this 11th day of June, 2024, by Haley A. Anderson, as Attorney-in-Fact of LEXON INSURANCE COMPANY, a Texas corporation, on behalf thereof.

M Laba
Notary Public

My Commission expires: August 18, 2027



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **John P. Harney, Jacquelyn M. Norstrom, Josefina Rojo, Haley A. Anderson, Pramod Venkatesh, Steven L. Wulff, Matthew Labno** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

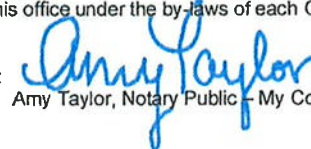
RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 11th day of June, 2024.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-653-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Exhibit 1

Principal's Portion of Land

Lots 136-259, inclusive, and Tracts L, M, O, Q, R, and T of the final plat for MAGMA RANCH III - PARCEL 2A.