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 INTO THE PINAL COUNTY HIGHWAY MAINTENANCE SYSTEM THE STREETS ASSOCIATED WITH AMARILLO CREEK UNIT 1, PARCEL 4, LOCATED IN SECTION 17, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SUPERVISORY DISTRICT 1, RELEASING THE CURRENT FINANCIAL ASSURANCE, AND ACCEPTING MAINTENANCE BOND NO. 0258460.

WHEREAS, pursuant to A.R.S. § 11-822, Pinal County has authority to accept subdivision streets into the Pinal County Highway Maintenance System; and,

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors (the "**Board**") by a request by the subdivision developer (the "**Developer**") and recommended by the Director of Public Works; and,

WHEREAS, the Pinal County Department of Public Works (the "**Department**") has found as follows:

1. All required subdivision improvements have been completed in accordance with Pinal County standards of design and construction (the "**Subdivision Improvements**");

2. Street and drainage design is in accordance with Pinal County standards for design and construction;

3. Construction of the Subdivision Improvements has been monitored by the Department of Public Works;

4. Certified as-built Mylars have been submitted by the Developer and accepted by the Department;

5. The required pavement finishing fee has been accepted by the Department;

6. Street rights-of-way have been duly dedicated; and

WHEREAS, provision has been made by law and ordinance whereby the Developer shall provide security to guarantee against damage to the Subdivision Improvements by on-site construction for a period of one year after acceptance of the Subdivision Improvements by the Board.

RESOLUTION NO. _____

NOW, THEREFORE, BE IT RESOLVED by the Pinal County Board of Supervisors that the Subdivision Improvements are hereby accepted by the Board.

BE IT FURTHER RESOLVED, that the streets identified and dedicated to the public in the Final Plat for Amarillo Creek Unit 1, Parcel 4, located in Section 17 Township 5 South, Range 3 East, Pinal County, Arizona are hereby accepted into the Pinal County Highway Maintenance System.

BE IT FURTHER RESOLVED, that Amarillo Creek Unit 1, Parcel 4 is hereby released from the Subdivision Improvement Performance Bond for Construction of Subdivision Improvements (No. SU1177130).

BE IT FURTHER RESOLVED, that Maintenance Guarantee Bond No. 0258460 in the amount of Seventy Two Thousand Two Hundred Fifty Six Dollars and 00/100 ($72,256.00) issued by Berkley Insurance Company attached hereto as **Exhibit "A"** is accepted by the Pinal County Board of Supervisors upon execution of this Resolution.

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 _____, 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. _____

[Maintenance Guarantee Bond No. 0258460]

Berkley Insurance Company

Surety's Name

MAINTENANCE BOND
Bond No. 0258460

KNOW ALL MEN BY THESE PRESENT, That we, Ashton Woods Construction, an Arizona limited liability company,
Principle's Name
8655 East Via De Ventura, Suite F-250, Scottsdale, Arizona 85258, hereinafter called Principal, and
Principal's Address
Berkley Insurance Company , 1250 E. Diehl Road, Ste. 200, Naperville, IL 60563 ,
Surety's Name Surety's Address
hereinafter called Surety, are held and firmly bound unto Pinal County, Arizona.
Obligee's Name
85 North Pinal Street, PO Box 2973, Florence, Arizona 85132, hereinafter called Obligee, in
Obligee's Address
the full and just sum of Seventy-Two Thousand, Two Hundred Fifty-Six and .00/100Dollars ($72,256.00), lawful money of the United States, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Obligee has entered into a certain agreement with Ashton Woods Construction, LLC.
Owner's Name
a portion of which requires a 1-year(s) maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called Improvements, at Amarillo Creek Unit 1, Parcel 4
Project Name
(FP20-041), NE Section Amarillo Valley Road and Papago Road. which Improvements have been or
Project Address
are about to be completed and accepted.

NOW, THEREFORE, if said improvements shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of 1 year(s) from the date of acceptance of said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect.

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

Ashton Woods Construction, LLC
Principal's Name

By: Tara South

Witness as to Principal

Berkley Insurance Company

Surety's Name

By: _____

James I. Moore, Attorney-in-Fact

_____

Witness as to Surety Alexa Costello

No. BI-112j-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***James I. Moore; Stephen T. Kazmer; Kelly A. Gardner; Jennifer J. McComb; Melissa Schmidt; Tariese M. Pisciotto; Diane M. Rubright; Sinem Nava; or Martin Moss of HUB International Midwest Limited of Downers Grove, IL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of April, 2023.

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of April, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11th day of April, 2024.

_____
Vincent P. Forte

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On April 11, 2024, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Berkley 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 on 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 March 23, 2027

Diane M Rubright

Diane M. Rubright, Notary Public
Commission No. 817036

OFFICIAL SEAL
DIANE M RUBRIGHT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/23/27