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. 2106) FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH RED ROCK VILLAGE IXB, LOCATED IN SECTION 8, TOWNSHIP 10 SOUTH, RANGE 10 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, RRV North LP, the subdivider of Red Rock Village IXB 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. 2106]

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 Assurance Agreement for Construction of Subdivision Improvements (this "Agreement") is made and entered into by, between and among **RRV North LP, an Arizona limited partnership** ("Subdivider"); **Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company** ("Trustee"), Trustee under Trust No. 2106; and PINAL COUNTY, ARIZONA ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust, No. 2106, which is the legal owner of the land located in Pinal County, Arizona and identified in Exhibit "A" of this Agreement. (the "Land"). Exhibit "B" is a true and correct copy of Special Warranty Deed dated May 19, 2021, conveying the land into Trust No. 2106.

1.2 County, Subdivider and Trustee wish to establish specific terms, conditions and guidelines relating to the subdivision of the Land (the "Subdivision") and construction of related improvements to comply with A.R.S. § 11-821 and the Pinal County Subdivision Regulations, as amended from time to time ("Code").

1.3 Trustee and Subdivider have executed, as required by Trustee, a trust agreement separate from this Agreement intended to establish the subdivision trust that is referenced in this Agreement in a form reasonably satisfactory to County ("Trust Agreement").

AGREEMENT

Based on the foregoing Recitals and attached Exhibits, which are incorporated and made a part of this Agreement as if set forth in their entirety below and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. Property Description. The Land is all of the real property identified in Exhibit "A" attached hereto which is the subject of a subdivision plat identified as **Red Rock Village IXB** (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

_____
Chairman of the Board

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

RRV North LP,
an Arizona limited partnership

By: AGS LLC,
an Arizona limited liability company
Its: General Partner

By: _____
Name: SEAN T. WALTERS
Title: AUTHORIZED REP.

STATE OF ARIZONA)
) ss.
COUNTY OF ~~PINAL~~ Pima)

The foregoing instrument was acknowledged before me this 6th day of November, 2024, by Sean T. Walters as Authorized Rep. of AGS LLC, an Arizona limited liability company, the General Partner of RRV North LP, an Arizona limited partnership.

_____
Notary Public

My Commission Expires: 7/17/2026

BENJAMIN JAMES TIGHE
NOTARY PUBLIC - STATE OF ARIZONA
PIMA COUNTY
COMMISSION # 633978
My Comm. Expires July 17, 2026

PINAL COUNTY, ARIZONA
Board of Supervisors
Chairman of the Board
and
Clerk/Deputy Clerk

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:_____

TRUSTEE: **Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company**, as Trustee under **Trust No. 2106**, and not in its corporate capacity

By: _____
Its: TRUST OFFICER

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 6th day of November, 2024, by SHAUN TESSENSOHN the TRUST OFFICER of Landmark Title Assurance Agency of Arizona, LLC ("Trustee"), an Arizona limited liability company, on behalf of the LLC, as trustee under Trust No. 2106.

_____
Notary Public

My Commission Expires: June 19, 2028

JUSTINA DENDAUW
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 667744
Expires June 19, 2028

Exhibit "A"

Property Description

LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP FLUSH, STAMPED RLS 35545, 2005 ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 8, FROM WHICH A FOUND GENERAL LAND OFFICE IRON PIPE ACCEPTED AS THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 10 EAST, THEREOF BEARS N89°45'51"E A DISTANCE OF 2628.91 FEET;

THENCE, ALONG THE NORTH LINE OF SAID SECTION 8, N89°45'51"E A DISTANCE OF 222.85 FEET;

THENCE, LEAVING THE NORTH LINE OF SAID SECTION 8, S00°00'00"E A DISTANCE OF 162.87 FEET TO THE **POINT OF BEGINNING**;

THENCE, N44°10'50"E A DISTANCE OF 31.54 FEET;

THENCE, N88°56'39"E A DISTANCE OF 510.00 FEET;

THENCE, N50°03'40"E A DISTANCE OF 86.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 103.49 FEET, WITH A RADIUS OF 1184.00 FEET AND THE RADIAL BEARING OF S64°28'55"W AND A CENTRAL ANGLE OF 05°00'28";

THENCE, N69°29'23"E A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 38.42 FEET, WITH A RADIUS OF 25.00 FEET AND THE RADIAL BEARING OF N69°29'23"E AND A CENTRAL ANGLE OF 88°03'14";

THENCE, N67°32'37"E A DISTANCE OF 86.05 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 40.06 FEET, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°49'18" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 421.17 FEET, WITH A RADIUS OF 1370.00 FEET AND A CENTRAL ANGLE OF 17°36'51";

THENCE, S03°01'14"E A DISTANCE OF 508.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 50.39 FEET, WITH A RADIUS OF 33.00 FEET AND A CENTRAL ANGLE OF 87°29'20" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 149.03 FEET, WITH A RADIUS OF 1405.00 FEET AND A CENTRAL ANGLE OF 06°04'39";

THENCE, N39°04'48"W A DISTANCE OF 1114.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE LEFT;

THENCE, NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 67.04 FEET, WITH A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 06°44'21" TO THE **POINT OF BEGINNING**.

Exhibit "B"

[Special Warranty Deed]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

LANDMARK TITLE ASSURANCE AGENCY
OF ARIZONA, LLC
2555 E CAMELBACK RD., STE 275
PHOENIX, AZ 85016

COURTESY RECORDING – NO TITLE
LIABILITY

OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
Virginia Ross
Electronically Recorded

DATE/TIME: 05/19/2021 1437
FEE: $30.00
PAGES: 8
FEE NUMBER: 2021-062942

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt per A.R.S. 11-1134B7

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

RRV NORTH LP, an Arizona limited partnership "Grantor",

do/does hereby convey to

Landmark Title Assurance Agency of Arizona, LLC, an Arizona limited liability company, as Trustee under Trust 2106, herein "Grantee",

the following real property situated in **Pinal** County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Pursuant to A.R.S. 33-404 the name and address of all beneficiaries for whom Grantor/Grantee holds title is: RRV NORTH LP, c/o Sunbelt Holdings, 6720 N. Scottsdale Rd., Suite 250, Scottsdale, AZ 85253.

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

Dated: May 19, 2021.

GRANTOR:

RRV NORTH LP,
an Arizona limited partnership

By: AGS LLC,
an Arizona limited liability company,
General Partner

By: _____
Name: Sean T. Walters
Its: Manager

STATE OF Arizona)
)ss.
COUNTY OF Maricopa)

This instrument was acknowledged before me this 19th day of May, 2021, by Sean T. Walters, the Manager of AGS LLC, an Arizona limited liability company, the General Partner in RRV NORTH LP, an Arizona limited partnership, for and on behalf of the limited partnership.

3/14/2025
My commission expires

Julie M King
Notary

JULIE M KING
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
COMMISSION # 596177
My Comm. Expires March 14, 2025

Exhibit A
Legal Description

PARCEL NO. 1 (RRV North LP Parcel 1)

A PORTION OF LAND BEING SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 5 AND THE NORTH HALF OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1 INCH IRON PIPE ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 8 FROM WHICH A FOUND ALUMINUM CAP FLUSH ACCEPTED AS THE NORTHWEST CORNER THEREOF BEARS SOUTH 89°45'51" WEST, 5257.83 FEET;

THENCE SOUTH 89°45'51" WEST, 512.32 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8 TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°45'51" WEST, 131.68 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°09'33" EAST, 512.00 FEET ALONG THE WESTERLY LINE OF THE GIFT OF DEED AS RECORDED IN FEE NO. 2001-031443, PINAL COUNTY RECORDS, ARIZONA;

THENCE NORTH 89°45'51" EAST, 585.00 FEET ALONG THE SOUTHERLY LINE OF SAID GIFT OF DEED AND THE EASTERLY PROLONGATION THEREOF;

THENCE LEAVING SAID EASTERLY PROLONGATION AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AGUIRRE LANE AS SHOWN ON THE FINAL PLAT OF "RED ROCK VILLAGE IIA", AS RECORDED IN CABINET H, SLIDE 97, PINAL COUNTY RECORDS, ARIZONA, THE FOLLOWING 7 COURSES:

THENCE SOUTH 00°09'33" EAST, 244.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 33.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°43'18", AN ARC LENGTH OF 51.68 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 00°26'15" EAST, 30.00 FEET;

THENCE SOUTH 89°33'45" WEST, 0.61 FEET;

THENCE SOUTH 00°26'15" EAST, 30.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 33.00 FEET, THE CENTER OF WHICH BEARS SOUTH 00°26'15" EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°16'42", AN ARC LENGTH OF 52.00 FEET TO A TANGENT LINE;

THENCE SOUTH 00°09'33" EAST, 424.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.00 FEET;

THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SASCO ROAD THE FOLLOWING 4 COURSES:

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°25'58", AN ARC LENGTH OF 54.39 FEET TO A TANGENT COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1941.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°57'36", AN ARC LENGTH OF 303.54 FEET;

THENCE NORTH 76°56'11" WEST, 119.05 FEET;

THENCE NORTH 72°41'43" WEST, 38.15 FEET;

THENCE ALONG THE NORTHERLY LINE OF SAID FINAL PLAT THE FOLLOWING 18 COURSES:

THENCE NORTH 17°51'59" EAST, 10.00 FEET;

THENCE NORTH 75°43'22" EAST, 79.47 FEET;

THENCE NORTH 54°24'01" EAST, 99.34 FEET;

THENCE NORTH 11°48'24" EAST, 104.37 FEET;

THENCE NORTH 18°35'41" EAST, 107.90 FEET;

THENCE NORTH 00°26'15" WEST, 5.61 FEET;

THENCE NORTH 81°29'24" WEST, 144.19 FEET TO A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, THE CENTER OF WHICH BEARS NORTH 81°29'24" WEST;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°14'37", AN ARC LENGTH OF 11.32 FEET TO A NON-TANGENT LINE;

THENCE NORTH 84°44'02" WEST, 25.00 FEET;

THENCE NORTH 25°00'11" WEST, 21.97 FEET;

THENCE SOUTH 89°33'45" WEST, 100.95 FEET;

THENCE NORTH 22°30'52" WEST, 16.19 FEET;

THENCE NORTH 00°16'02" EAST, 31.48 FEET;

THENCE NORTH 89°43'58" WEST, 36.71 FEET;

THENCE NORTH 81°08'59" WEST, 167.06 FEET;

THENCE SOUTH 17°51'59" WEST, 140.79 FEET;

THENCE NORTH 72°08'01" WEST, 16.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1625.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'19", AN ARC LENGTH OF 78.14 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 15°06'40" WEST, 179.18 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1405.00 FEET, THE CENTER OF WHICH BEARS SOUTH 15°52'22" WEST, SAID CURVE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SASCO ROAD AS SHOWN ON SAID FINAL PLAT;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 5 COURSES:

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°22'57", AN ARC LENGTH OF 401.73 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 33.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°29'20", AN ARC LENGTH OF 50.39 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 86°58'46" WEST, 60.00 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 33.00 FEET, THE CENTER OF WHICH BEARS SOUTH 86°58'46" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°29'20", AN ARC LENGTH OF 50.39 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1405.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°04'39", AN ARC LENGTH OF 149.03 FEET TO A NON-TANGENT LINE;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 39°04'48" WEST, 1114.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.00 FEET, SAID CURVE BEING THE EASTERLY LINE OF THE RE-PLAT OF RED ROCK VILLAGE 2, UNIT 2, AS RECORDED IN FEE NO. 2016-043907, PINAL COUNTY RECORDS, ARIZONA;

THENCE ALONG SAID EASTERLY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°09'21", AN ARC LENGTH OF 508.92 FEET TO A POINT OF CUSP BEING A NON-TANGENT LINE;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89°45'51" EAST, 176.75 FEET ALONG THE NORTH LINE OF SAID SECTION 8 TO THE NORTH QUARTER CORNER OF SAID SECTION 8;

THENCE LEAVING SAID NORTH LINE, NORTH 01°03'21" WEST, 2697.99 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 89°55'15" EAST, 1917.60 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, SOUTH 23°26'58" EAST, 960.36 FEET ALONG THE WESTERLY LINE OF THE SPECIAL WARRANTY DEED AS RECORDED IN FEE NO. 2005-132146, PINAL COUNTY RECORDS, ARIZONA;

THENCE CONTINUING ALONG SAID WESTERLY LINE THE FOLLOWING 5 COURSES:

THENCE SOUTH 17°14'59" EAST, 258.25 FEET;

THENCE SOUTH 02°41'14" EAST, 133.95 FEET;

THENCE NORTH 89°47'51" EAST, 45.87 FEET;

THENCE SOUTH 00°12'09" EAST, 59.97 FEET;

THENCE SOUTH 06°58'43" EAST, 440.60 FEET;

THENCE NORTH 88°08'55" EAST, 149.65 FEET ALONG THE SOUTHERLY LINE OF SAID SPECIAL WARRANTY DEED;

THENCE LEAVING SAID DEED, SOUTH 00°50'57" EAST, 914.50 FEET ALONG A LINE THAT IS PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°45'51" WEST, 479.32 FEET ALONG A LINE THAT IS PARALLEL WITH AND 16.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 00°50'57" EAST, 16.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL NO. 2: (RRV North LP Parcel 2)

A PORTION OF LAND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1 INCH IRON PIPE ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 8 FROM WHICH A FOUND ALUMINUM CAP FLUSH ACCEPTED AS THE NORTHWEST CORNER THEREOF BEARS SOUTH 89°45'51" WEST, 5257.83 FEET;

THENCE SOUTH 89°45'51" WEST, 2340.56 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°14'09" EAST, 487.48 FEET TO THE EASTERLY LINE OF THE RE-PLAT OF RED ROCK VILLAGE 2, UNIT 2, AS RECORDED IN FEE NO. 2016-043907, PINAL COUNTY RECORDS, ARIZONA, BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 39°04'48" EAST, 817.39 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1405.00 FEET, THE CENTER OF WHICH BEARS SOUTH 18°34'35" EAST, SAID CURVE BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SASCO ROAD AS SHOWN ON THE FINAL PLAT OF RED ROCK VILLAGE IIA, AS RECORDED IN CABINET H, SLIDE 97, PINAL COUNTY RECORDS, ARIZONA;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°54'37", AN ARC LENGTH OF 120.41 FEET TO A TANGENT LINE;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 66°30'49" WEST, 229.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 33.00 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 51.84 FEET TO A TANGENT LINE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF RED ROCK ROAD AS SHOWN ON THE FINAL PLAT OF RED ROCK VILLAGE 2, UNIT 2, AS RECORDED IN FEE NO. 2009-042488, PINAL COUNTY RECORDS, ARIZONA, THE FOLLOWING 6 COURSES;

THENCE NORTH 23°29'11" WEST, 179.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 710.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°55'13", AN ARC LENGTH OF 296.42 FEET TO THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°36'19", AN ARC LENGTH OF 41.28 FEET TO A NON-TANGENT LINE;

THENCE NORTH 05°02'21" EAST, 60.00 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, THE CENTER OF WHICH BEARS NORTH 05°02'21" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°36'19", AN ARC LENGTH OF 41.28 FEET TO A NON-TANGENT LINE;

THENCE NORTH 87°35'19" WEST, 80.58 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 790.00 FEET, THE CENTER OF WHICH BEARS SOUTH 81°05'28" EAST, SAID CURVE BEING THE EASTERLY LINE OF THE RE-PLAT OF

RED ROCK VILLAGE 2, UNIT 2, AS RECORDED IN FEE NO. 2016-043907, PINAL COUNTY RECORDS, ARIZONA;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING 2 COURSES:

THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°29'56", AN ARC LENGTH OF 186.13 FEET TO A TANGENT LINE;

THENCE NORTH 22°24'28" EAST, 4.06 FEET TO THE POINT OF BEGINNING.