

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 TO ENSURE THE INSTALLATION OF REQUIRED PUBLIC SUBDIVISION IMPROVEMENTS (TRUST NO. 60,580) IN CONNECTION WITH SHERWOOD PARK - UNIT 1, LOCATED IN SECTION 22, TOWNSHIP 3 SOUTH, RANGE 8 EAST, SUPERVISORY DISTRICT 2.

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by Mattamy Arizona, LLC, the Subdivider of Sherwood Park - Unit 1 ("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, the Subdivider 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. _____

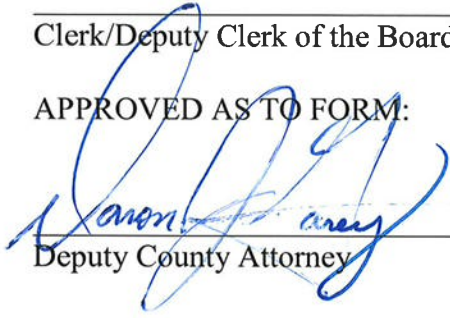
PASSED AND ADOPTED this _____ day of _____, 2025, by the PINAL
COUNTY BOARD OF SUPERVISORS.

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. 60,580]

When recorded return to:

Clerk of the Board
P.O. Box 827
Florence, Arizona 85132

THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS

THIS THIRD PARTY TRUST ASSURANCE AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS (this "Agreement") is made and entered into by, between and among MATTAMY ARIZONA, LLC, an Arizona limited liability company ("Subdivider"); FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation ("Trustee"), Trustee under Trust No. 60,580 dated January 23, 2025; and PINAL COUNTY, ARIZONA ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust, No. 60,580 dated January 23, 2025, 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 January 28, 2025, conveying the Land into Trust No. 60,580 dated January 23, 2025.

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 Sherwood Park – Unit 1 (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 February, 2025, which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

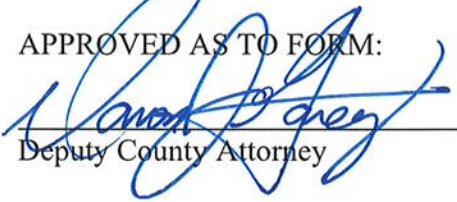
PINAL COUNTY, ARIZONA

Chairman of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2025, 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: _____

SUBDIVIDER:

MATTAMY ARIZONA, LLC, an Arizona
limited liability company

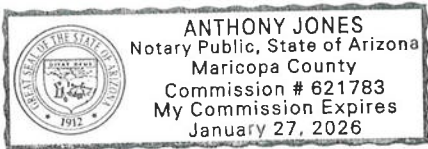
By: _____
Name: Matthew Arneson
Its: VP

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 24th day of January, 2025, by Matthew Arneson, the VP of MATTAMY ARIZONA, LLC, an Arizona limited liability company.

Notary Public

My Commission Expires: 1/27/26



TRUSTEE:

FIDELITY NATIONAL TITLE AGENCY,
INC., an Arizona corporation as Trustee
under Trust No. 60,580 dated January 23,
2025, and not in its corporate capacity

By:

Name: RACHEL TURNIPSEED
Its TRUST OFFICER

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA ~~MARICOPA~~)

The foregoing instrument was acknowledged before me this 23rd day of January, 2025, by RACHEL TURNIPSEED as Trustee of FIDELITY NATIONAL TITLE AGENCY, INC., an Arizona corporation, as Trustee under Trust No. 60,580, and not its corporate capacity, on behalf of the Company.

Stephanie S. Colomes
Notary Public

My Commission Expires: September 25, 2027

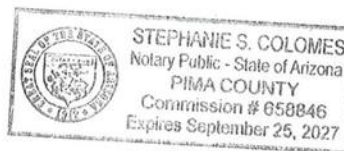


Exhibit "A"

Property Description

(See attached)

December 13, 2024

LEGAL DESCRIPTION FOR
SHERWOOD PARK – UNIT 1
FINAL PLAT

That part of Section 22, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the 5/8" Rebar marking the North Quarter Corner of said Section 22, from which the Aluminum Cap marking the Northeast Corner of said Section 22 bears North 89°33'46" East, a distance of 2690.37 feet;

Thence South 02°24'58" East, along the West line of the Northeast Quarter of said Section 22, a distance of 1325.05 feet to the Point of Beginning;

Thence North 89°33'10" East, departing said West line, a distance of 40.00 feet;

Thence South 02°24'56" East, a distance of 269.08 feet;

Thence South 46°26'03" East, a distance of 21.88 feet;

Thence South 02°43'42" East, a distance of 50.04 feet;

Thence South 44°01'16" West, a distance of 21.36 feet;

Thence South 02°24'56" East, a distance of 7.41 feet to the beginning of a tangent curve of 960.00 foot radius, concave Northeasterly;

Thence Southeasterly, along said curve, through a central angle of 49°13'30", a distance of 824.77 feet;

Thence South 88°58'59" East, a distance of 25.02 feet;

Thence South 54°27'24" East, a distance of 53.71 feet;

Thence South 00°38'29" West, a distance of 17.82 feet;

Thence South 33°18'48" West, a distance of 80.00 feet to a point on a 1040.00 foot radius non-tangent curve, whose center bears North 33°18'48" East;

Thence Northwesterly, along said curve, through a central angle of 26°07'45", a distance of 474.28 feet;

Thence South 59°26'33" West, a distance of 58.99 feet;

Thence South 00°27'11" East, a distance of 120.00 feet;

Thence North 89°32'49" East, a distance of 10.73 feet to the beginning of a tangent curve of 25.00 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of 20°21'51", a distance of 8.89 feet; to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of 130°43'42", a distance of 125.49 feet; to the beginning of a tangent reverse curve of 25.00 foot radius, concave Easterly;

Thence Southerly, along said curve, through a central angle of 20°21'51", a distance of 8.89 feet;

Thence South 00°27'11" East, a distance of 382.16 feet;

Thence South 89°32'49" West, a distance of 510.00 feet;

Thence South 00°27'11" East, a distance of 123.26 feet;

Thence South 50°56'44" West, a distance of 169.97 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;

Thence North 39°03'16" West, along said Northerly right-of-way, distance of 1326.50 feet;

Thence North 02°28'25" West, departing said Northerly right-of-way, a distance of 648.26 feet;

Thence North 89°33'03" East, a distance of 1343.81 feet to the Point of Beginning.

Containing 1,896,724 Square Feet or 43.543 Acres, more or less.



SHERWOOD PARK
UNIT 1

S02°24'57.5433" E 1325.05

BOUNDARY

N89°33'09.5457" E 40.00

S02°24'55.8193" E 269.08

S46°26'03.2318" E 21.88

S02°43'41.8109" E 50.04

S44°01'15.8286" W 21.36

S02°24'55.8193" E 7.41

RB = N87°35'04.1807" E

R = 960.00

A = 824.77

C = 799.64

CB = S27°01'40.8540" E

D = 49°13'30.0694"

T = 439.78

RB = S38°21'34.1113" W

S88°58'58.6110" E 25.02

S54°27'23.7007" E 53.71

S00°38'29.0565" W 17.82

S33°18'48.3447" W 80.00

RB = N33°18'48.3447" E

R = 1040.00

A = 474.28

C = 470.18

CB = N43°37'19.1172" W

D = 26°07'45.0762"

T = 241.34

RB = S59°26'33.4209" W

S59°26'33.4209" W 58.99

S00°27'10.6443" E 120.00

N89°32'49.3557" E 10.73

RB = N00°27'10.6443" W

R = 25.00

A = 8.89

C = 8.84

CB = N79°21'53.9131" E

D = 20°21'50.8853"

T = 4.49

RB = S20°49'01.5296" E

RB = S20°49'01.5296" E

R = 55.00

A = 125.49

C = 99.99

CB = S45°27'10.6443" E

D = 130°43'41.7706"

T = 119.93

RB = S70°05'19.7590" E

RB = S70°05'19.7590" E

R = 25.00

A = 8.89

C = 8.84

CB = S09°43'44.7984" W

D = 20°21'50.8853"

T = 4.49

RB = S89°32'49.3557" W

S00°27'10.6443" E 382.16

S89°32'49.3557" W 510.00

S00°27'10.6443" E 123.26

S50°56'43.9068" W 169.97

N39°03'16.0932" W 1326.50

N02°28'25.4687" W 648.26

N89°33'02.6571" E 1343.81

to

Area = 1896724.25 43.54 AC

Closing course: $329^{\circ}11'11.9601''$ 0.007994

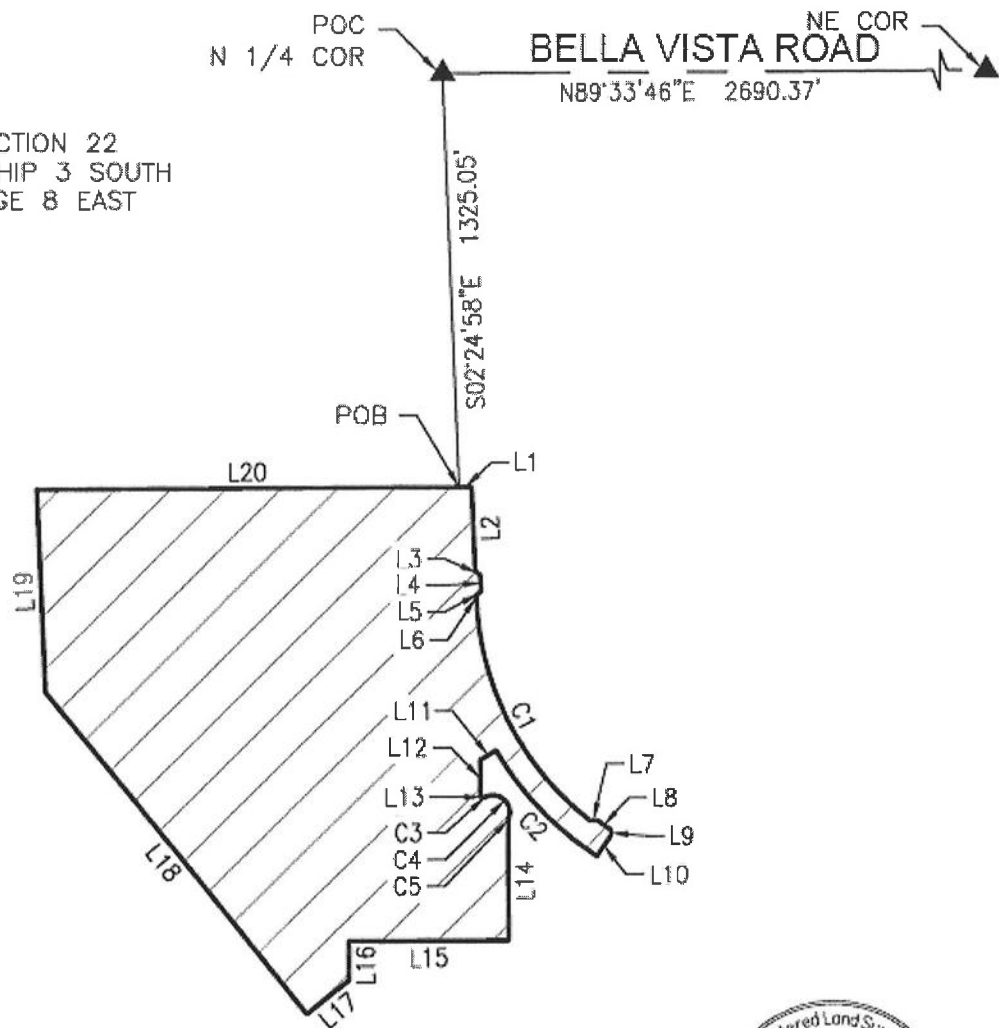
Misclosure: 1/834,012

North Error: 0.006866

East Error: 0.004095



SECTION 22
TOWNSHIP 3 SOUTH
RANGE 8 EAST



=UNIT 1 FINAL PLAT AREA



SCALE 1" = 500'	SHERWOOD PARK - UNIT 1	 1 OF 2
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	FINAL PLAT	

CURVE TABLE

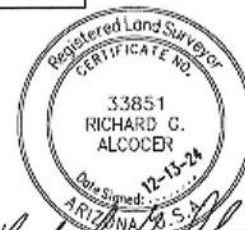
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	824.77'	960.00'	049°13'30"	439.78	799.64	S27°01'41"E
C2	474.28'	1040.00'	026°07'45"	241.34	470.18	N43°37'19"W
C3	8.89'	25.00'	020°21'51"	4.49	8.84	N79°21'54"E
C4	125.49'	55.00'	130°43'42"	119.93	99.99	S45°27'11"E
C5	8.89'	25.00'	020°21'51"	4.49	8.84	S09°43'45"W

LINE TABLE

NO.	BEARING	LENGTH
L1	N89°33'10"E	40.00'
L2	S02°24'56"E	269.08'
L3	S46°26'03"E	21.88'
L4	S02°43'42"E	50.04'
L5	S44°01'16"W	21.36'
L6	S02°24'56"E	7.41'
L7	S88°58'59"E	25.02'
L8	S54°27'24"E	53.71'
L9	S00°38'29"W	17.82'
L10	S33°18'48"W	80.00'
L11	S59°26'33"W	58.99'
L12	S00°27'11"E	120.00'

LINE TABLE

NO.	BEARING	LENGTH
L13	N89°32'49"E	10.73'
L14	S00°27'11"E	382.16'
L15	S89°32'49"W	510.00'
L16	S00°27'11"E	123.26'
L17	S50°56'44"W	169.97'
L18	N39°03'16"W	1326.50'
L19	N02°28'25"W	648.26'
L20	N89°33'03"E	1343.81'



Richard G. Alcocer

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

SHERWOOD PARK - UNIT 1

FINAL PLAT



2 OF 2

Exhibit “B”

Special Warranty Deed

(To be attached)



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER**
Dana Lewis
Electronically Recorded

DATE/TIME: 01/28/2025 1516

FEE: \$30.00

PAGES: 9

FEE NUMBER: 2025-006335

WHEN RECORDED RETURN TO:
Berens Blonstein PLC
Attn: Matthew R. Berens, Esq.
7033 E. Greenway Parkway, Suite 201
Scottsdale, AZ 85254

Courtesy Recording
No Title Liability

Exempt A.R.S. §11-1134(B)(7)(h)

SPECIAL WARRANTY DEED

WHEN RECORDED RETURN TO:

Berens Blonstein PLC
Attn: Matthew R. Berens, Esq.
7033 E. Greenway Parkway, Suite 210
Scottsdale, AZ 85254

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MATTAMY ARIZONA, LLC**, an Arizona limited company ("**Grantor**"), hereby grants, sells and conveys to **FIDELITY NATIONAL TITLE AGENCY, INC.**, an Arizona corporation, as **Trustee Under Trust No. 60,580 dated January 23, 2025** ("**Grantee**"), the real property located in Pinal County, Arizona and described on Exhibit A attached hereto and incorporated herein by this reference, (the "**Property**").

SUBJECT ONLY TO non-delinquent real property taxes; reservations in patents; easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities, and other matters of record.

Grantor binds itself and its successors, heirs, legatees and personal representatives to warrant and defend title to the Property as against the acts of Grantor and none other.

The sole trust beneficiary of Trust No. 60,580 is Mattamy Arizona, LLC, an Arizona limited liability company, 9200 E. Pima Center Parkway, Suite 160, Scottsdale, AZ 85258.

This Deed is exempt from the Affidavit of Value requirement pursuant to A.R.S. §11-1134(B)(7)(h).

(Signature page and notary acknowledgments follow this page)

DATED as of the 24th day of January, 2025.

GRANTOR:

MATTAMY ARIZONA, LLC,
an Arizona limited liability company

By: [Signature]
Name: Matthew Arneson
Title: VP

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 24th day of January, 2025,
by Matthew Arneson, the VP of Mattamy
Arizona, LLC, an Arizona limited liability company, on behalf thereof.

[Signature]
Notary Public

My Commission expires: 1/27/26

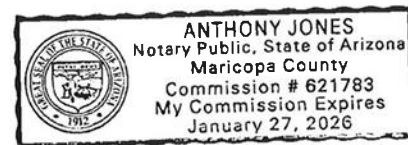


Exhibit A to Deed

**Legal Descriptions
(See Attached)**

December 13, 2024

LEGAL DESCRIPTION FOR
SHERWOOD PARK – UNIT 1
FINAL PLAT

That part of Section 22, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the 5/8" Rebar marking the North Quarter Corner of said Section 22, from which the Aluminum Cap marking the Northeast Corner of said Section 22 bears North 89°33'46" East, a distance of 2690.37 feet;

Thence South 02°24'58" East, along the West line of the Northeast Quarter of said Section 22, a distance of 1325.05 feet to the Point of Beginning;

Thence North 89°33'10" East, departing said West line, a distance of 40.00 feet;

Thence South 02°24'56" East, a distance of 269.08 feet;
Thence South 46°26'03" East, a distance of 21.88 feet;
Thence South 02°43'42" East, a distance of 50.04 feet;
Thence South 44°01'16" West, a distance of 21.36 feet;

Thence South 02°24'56" East, a distance of 7.41 feet to the beginning of a tangent curve of 960.00 foot radius, concave Northeasterly;

Thence Southeasterly, along said curve, through a central angle of 49°13'30", a distance of 824.77 feet;

Thence South 88°58'59" East, a distance of 25.02 feet;
Thence South 54°27'24" East, a distance of 53.71 feet;
Thence South 00°38'29" West, a distance of 17.82 feet;

Thence South 33°18'48" West, a distance of 80.00 feet to a point on a 1040.00 foot radius non-tangent curve, whose center bears North 33°18'48" East;

Thence Northwesterly, along said curve, through a central angle of 26°07'45", a distance of 474.28 feet;

Thence South 59°26'33" West, a distance of 58.99 feet;
Thence South 00°27'11" East, a distance of 120.00 feet;

Thence North 89°32'49" East, a distance of 10.73 feet to the beginning of a tangent curve of 25.00 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of 20°21'51", a distance of 8.89 feet;
to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southwesterly;

Thence Southeasterly, along said curve, through a central angle of 130°43'42", a distance of 125.49 feet;
to the beginning of a tangent reverse curve of 25.00 foot radius, concave Easterly;

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Thence Southerly, along said curve, through a central angle of $20^{\circ}21'51''$, a distance of 8.89 feet;

Thence South $00^{\circ}27'11''$ East, a distance of 382.16 feet;

Thence South $89^{\circ}32'49''$ West, a distance of 510.00 feet;

Thence South $00^{\circ}27'11''$ East, a distance of 123.26 feet;

Thence South $50^{\circ}56'44''$ West, a distance of 169.97 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;

Thence North $39^{\circ}03'16''$ West, along said Northerly right-of-way, distance of 1326.50 feet;

Thence North $02^{\circ}28'25''$ West, departing said Northerly right-of-way, a distance of 648.26 feet;

Thence North $89^{\circ}33'03''$ East, a distance of 1343.81 feet to the Point of Beginning.

Containing 1,896,724 Square Feet or 43.543 Acres, more or less.



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December 13, 2024

LEGAL DESCRIPTION FOR
SHERWOOD PARK – UNIT 2
FINAL PLAT

That part of Section 22, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 22, from which the Aluminum Cap marking the Northeast Corner of said Section 22 bears North $02^{\circ}17'51''$ West, a distance of 2648.97 feet;

Thence South $89^{\circ}32'33''$ West, along the South line of the Northeast Quarter of said Section 22, a distance of 1342.42 feet to the Point of Beginning;

Thence South $02^{\circ}21'19''$ East, departing said South line, a distance of 1324.86 feet;

Thence South $89^{\circ}31'43''$ West, a distance of 1155.37 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;

Thence North $39^{\circ}03'16''$ West, along said Northerly right-of-way, a distance of 1233.81 feet;

Thence North $50^{\circ}56'44''$ East, departing said Northerly right-of-way, a distance of 169.97 feet;

Thence North $00^{\circ}27'11''$ West, a distance of 123.26 feet;

Thence North $89^{\circ}32'49''$ East, a distance of 510.00 feet;

Thence North $00^{\circ}27'11''$ West, a distance of 382.16 feet to the beginning of a tangent curve of 25.00 foot radius, concave Easterly;

Thence Northerly, along said curve, through a central angle of $20^{\circ}21'51''$, a distance of 8.89 feet; to the beginning of a tangent reverse curve of 55.00 foot radius, concave Southwesterly;

Thence Northwesterly, along said curve, through a central angle of $130^{\circ}43'42''$, a distance of 125.49 feet; to the beginning of a tangent reverse curve of 25.00 foot radius, concave Northerly;

Thence Westerly, along said curve, through a central angle of $20^{\circ}21'51''$, a distance of 8.89 feet;

Thence South $89^{\circ}32'49''$ West, a distance of 10.73 feet;

Thence North $00^{\circ}27'11''$ West, a distance of 120.00 feet;

Thence North $59^{\circ}26'33''$ East, a distance of 58.99 feet to a point on a 1040.00 foot radius non-tangent curve, whose center bears North $59^{\circ}26'33''$ East;

Thence Southeasterly, along said curve, through a central angle of $26^{\circ}07'45''$, a distance of 474.28 feet;

Thence North $33^{\circ}18'48''$ East, a distance of 80.00 feet to a point on a 960.00 foot radius non-tangent curve, whose center bears North $33^{\circ}18'48''$ East;

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Thence East, along said curve, through a central angle of $33^{\circ}46'47''$, a distance of 565.98 feet;

Thence North $89^{\circ}32'02''$ East, a distance of 374.59 feet;

Thence South $02^{\circ}21'24''$ East, a distance of 40.37 feet to the Point of Beginning.

Containing 2,198,515 Square Feet or 50.471 Acres, more or less.



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December 13, 2024

LEGAL DESCRIPTION FOR
SHERWOOD PARK – UNIT 3
FINAL PLAT

That part of Section 22, Township 3 South, Range 8 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the 5/8" Rebar marking the North Quarter Corner of said Section 22, from which the Aluminum Cap marking the Northeast Corner of said Section 22 bears North 89°33'46" East, a distance of 2690.37 feet;

Thence South 02°24'58" East, along the West line of the Northeast Quarter of said Section, a distance of 1325.05 feet;

Thence North 89°33'10" East, departing said West line, a distance of 40.00 feet to the Point of Beginning;

Thence continuing North 89°33'10" East, a distance of 1303.81 feet;

Thence South 02°21'22" East, a distance of 1284.40 feet;

Thence South 89°32'02" West, a distance of 374.58 feet to the beginning of a tangent curve of 960.00 foot radius, concave Northerly;

Thence Westerly, along said curve, through a central angle of 33°46'47", a distance of 565.98 feet;

Thence North 00°38'29" East, a distance of 17.82 feet;

Thence North 54°27'24" West, a distance of 53.71 feet;

Thence North 88°58'59" West, a distance of 25.02 feet to a point on a 960.00 foot radius non-tangent curve, whose center bears North 38°21'34" East;

Thence Northwesterly, along said curve, through a central angle of 49°13'30", a distance of 824.77 feet;

Thence North 02°24'56" West, a distance of 7.41 feet;

Thence North 44°01'16" East, a distance of 21.36 feet;

Thence North 02°43'42" West, a distance of 50.04 feet;

Thence North 46°26'03" West, a distance of 21.88 feet;

Thence North 02°24'56" West, a distance of 269.08 feet to the Point of Beginning.

Containing 1,488,434 Square Feet or 34.17 Acres, more or less.



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