

When recorded, return to:
Clerk of the Board
P.O. Box 827
Florence AZ 85132

RESOLUTION NO. _____

A RESOLUTION OF THE PINAL COUNTY, ARIZONA, BOARD OF SUPERVISORS ACCEPTING SUBDIVISION IMPROVEMENT PERFORMANCE BOND NO. SPA150868 002 FOR THE COMPLETION OF PUBLIC SUBDIVISION IMPROVEMENTS IN CONNECTION WITH SILVER CROSS-INFRASTRUCTURE, LOCATED IN SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 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, the subdivider of Silver Cross-Infrastructure has provided the Subdivision Improvement Performance Bond attached hereto as Exhibit "A" in the amount of Six Million Five Hundred Eighty Thousand Five Hundred Ninety Six Dollars and 00/100 (\$6,580,596.00) as such financial security.

NOW, THEREFORE, BE IT RESOLVED, by the Pinal County Board of Supervisors that the Subdivision Improvement Performance Bond 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.

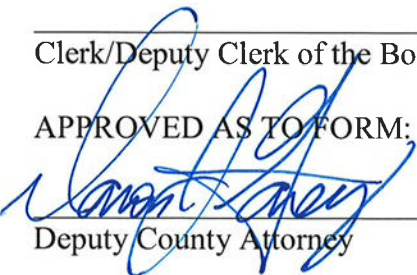
PASSED AND ADOPTED this _____ day of _____, 2025, by the
PINAL COUNTY BOARD OF SUPERVISORS.

Chair of the Board

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

EXHIBIT "A"

TO

RESOLUTION NO. _____

[Subdivision Improvement Performance Bond No. SPA150868 002]

SUBDIVISION IMPROVEMENT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we El Dorado Land Development Inc., a Corporation as Principal, and SiriusPoint America Insurance Company, a Corporation, created, organized and existing under and by virtue of the laws of New York and licensed to do business in the State of Arizona as Surety, are held and firmly bound unto Pinal County, a political subdivision of the State of Arizona, as Obligee, in the sum of Six Million Five Hundred Eighty Thousand Five Hundred Ninety Six and 00/100 Dollars (\$ 6,580,596.00), 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, the Principal intends to file with Pinal County, Arizona, a plat of a subdivision in Pinal County, more particularly described as Silver Cross Infrastructure and endorsed on said plat is the requirement to construct and install public improvements for paving of subdivision streets, curb and gutter, water, sewer, landscaping and Signing & Striping and Street Lighting; and

WHEREAS, provision has been made by law and ordinance whereby the Principal shall provide security to assure complete installation of said improvements 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 in conformance with County standards, in the event said Principal shall fail to install said improvements within the specified period of time described below.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully complete the construction and installation of said improvements in conformance with County standards within two years from the date of approval of said subdivision plat, then this obligation shall become null and void; otherwise it remains in full force and effect.

The Principal and Surety, jointly and severally agree, that if said Principal fails to construct said improvements as herein required or fails to conform said improvements 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.

The term of this bond shall begin upon the date of filing this subdivision improvement performance bond with Pinal County and shall remain in effect until the completion of the work in conformance with Pinal County standards.

Signed, sealed and dated this 22nd day of January, 2025.

Address and telephone

7600 E. Doubletree Ranch Rd. #300

Scottsdale, AZ 85258

602-955-2424

Principal

El Dorado Land Development Inc.

a Corporation

By: Brad Hinton

Name: Brad Hinton

Title: Vice President

Address and telephone

1 World Trade Center 285 Fulton St.

New York, NY 10007

480-788-1641

Surety

SiriusPoint America Insurance Company

a Corporation

By: Joseph A. Clarken III

Name: Joseph A. Clarken III

Title: Attorney-In-Fact

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

STATE OF ARIZONA

County of Maricopa

The foregoing instrument was acknowledged before me this 22 day of January, 2025, by Brad Hinton, the Vice President of EL DORADO LAND DEVELOPMENT INC., an Arizona corporation, for and on behalf thereof.



Notary Seal/Stamp

Karen E. Mickalonis

Notary Public

State of Arizona

County of Maricopa

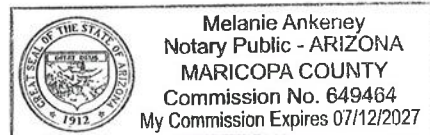
On this 22nd day of January 2025 before me

personally appeared Joseph A. Clarken III

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

By: Melanie Ankeney
Notary Public
Melanie Ankeney

My Commission Expires:
July 12, 2027



**POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK**

CBIPHO01_0823

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27, 2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety.

Does hereby nominate, constitute and appoint:

David J McKee, Joe Clarken III, Patrick R Hedges, Ted H Rarrick, Brian R Sawyer, Jennifer Castillo, Melanie Ankeney

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$62,687,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.



SiriusPoint America Insurance Company


Paul Mihulka

President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.




Susan Hiscock

Notary Public

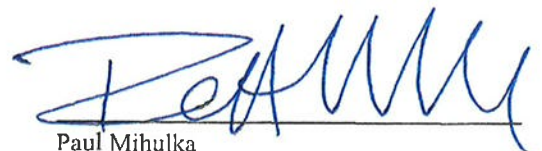
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 22nd day of January, 2025




Paul Mihulka

President

18-110 SILVER CROSS PHASE 1 - INFRASTRUCTURE
ENGINEER'S ESTIMATE OF PROBABLE COST

PAVING (incl. Storm Drain)	Quantity	Units	Unit Cost	Total Cost
Pavement (2.5" AC / 4" ABC / 8" SUB LIME SLURRY)	838	SY	\$ 35.70	\$ 29,917
Pavement (3" AC / 4" ABC / 8" SUB LIME SLURRY)	21,151	SY	\$ 37.15	\$ 785,760
Survey Monument MAG 120-1 Type B	23	EA	\$ 250.00	\$ 5,750
6" Inch Vertical C&G MAG STD DTL 220-1 Type A	9,952	LF	\$ 23.60	\$ 234,867
Curb Transition (MAG STD DTL 220-1)	2	EA	\$ 100.00	\$ 200
8' Attached Sidewalk (MAG STD DTL 230)	59,083	SF	\$ 8.00	\$ 472,664
Curb Ramp (MAG STD DTL 236-4, 238-2 & 238-3)	30	EA	\$ 2,600.00	\$ 78,000
6' Valley Gutter (and apron where shown) (MAG STD DTL 240)	7,916	SF	\$ 26.00	\$ 205,816
4' Scupper w/ Safety Rail MAG STD DTL 206-1, 206-2, 145 & DTL SHT 3)	4	EA	\$ 3,500.00	\$ 14,000
Adjust Valve to Finished Grade MAG STD DTL 391-1 Type A	31	EA	\$ 500.00	\$ 15,500
Adjust Manhole to Finished Grade MAG STD DTL 422	18	EA	\$ 550.00	\$ 9,900
Catch Basin - Single (MAG STD DTL 534)	2	EA	\$ 11,000.00	\$ 22,000
Headwall per MAG STD DTL 501-1, Type U w/ Safety Rail	2	EA	\$ 7,000.00	\$ 14,000
Rip Rap Construction, 24" Think D50=6"-12"	715	SF	\$ 26.00	\$ 18,590
18" HDPE Storm Drain Pipe	339	LF	\$ 60.00	\$ 20,340
Paving Subtotal				\$ 1,927,303
WATER	Quantity	Units	Unit Cost	Total Cost
8" PVC Waterline	588	LF	\$ 61.00	\$ 35,868
12" PVC Waterline	5,351	LF	\$ 110.00	\$ 588,610
Vertical Pipe Realignment	1	EA	\$ 4,500.00	\$ 4,500
8" Water Valve (MAG STD DTL 391-1)	10	EA	\$ 2,700.00	\$ 27,000
12" Water Valve (MAG STD DTL 391-1)	15	EA	\$ 3,500.00	\$ 52,500
Fire Hydrant Assembly	10	EA	\$ 8,300.00	\$ 83,000
Fire Hydrant Marker	10	EA	\$ 60.00	\$ 600
Curb Stop with Flushing Pipe MAG 390 Type B	12	EA	\$ 1,200.00	\$ 14,400
1.5" Landscape Water Service (EPCOR STD DET 342-2 & EPCOR STD DTL 310-1 & 350-3)	2	EA	\$ 2,400.00	\$ 4,800
ARV EPCOR 351-1	3	EA	\$ 3,800.00	\$ 11,400
2" Landscape Water Service (EPCOR STD DET 342-2 & EPCOR STD DTL 310-1 & 350-3)	3	EA	\$ 4,000.00	\$ 12,000
Blowoff per EPCOR STD DET 390-1	1	EA	\$ 1,500.00	\$ 1,500
Water Subtotal				\$ 836,178
SEWER	Quantity	Units	Unit Cost	Total Cost
8 Inch PVC SDR-35 Sewerline (EPCOR STD DET 350-1)	991	LF	\$ 38.50	\$ 38,154
12 Inch PVC SDR-35 Sewerline (EPCOR STD DET 350-1)	2,549	LF	\$ 145.00	\$ 369,605
5' Dia. Sewer Manhole MAG STD DTL 420-1 & 420-2	19	EA	\$ 9,000.00	\$ 171,000
Remove Plug & Connect to Existing Sewerline	1	EA	\$ 2,500.00	\$ 2,500
Sewer Plug MAG 427	7	EA	\$ 200.00	\$ 1,400
Sewer Subtotal				\$ 582,659
SWPPP MEASURES (BMPs)*	Quantity	Units	Unit Cost	Total Cost
Silt Fence	9,959	LF	\$ 10.00	\$ 99,590
Designated Washout Area	1	LS	\$ 5,000.00	\$ 5,000
Stabilized Construction Entrance	1	LS	\$ 10,000.00	\$ 10,000
Dust Control	1	LS	\$ 10,000.00	\$ 10,000
SWPPP Subtotal				\$ 99,590
DRY UTILITIES	Quantity	Units	Unit Cost	Total Cost
DRY UTILITY INSTILLATION. INCLUDES DUCT BANK, CONDUIT, ELECTRIC, CABLE, FIBER OPTIC, AND GAS	5,939	LF	\$ 15.00	\$ 89,085
Dry Utilities Subtotal				\$ 89,085

18-110 SILVER CROSS PHASE 1 - INFRASTRUCTURE
ENGINEER'S ESTIMATE OF PROBABLE COST

STREET LIGHTS	Quantity	Units	Unit Cost	Total Cost
4000 Lumen LED Street Lights	26	EA	\$ 25,000.00	\$ 650,000
Pull Box	26	EA	\$ 200.00	\$ 5,200
Street Lights Subtotal				\$ 655,200
LANDSCAPE/IRRIGATION (in County R/W)	Quantity	Units	Unit Cost	Total Cost
Landscape (See attached estimate from F2 Group)	1	LS	\$ 39,900.00	\$ 39,900
Irrigation (See attached estimate from F2 Group)	1	LS	\$ 15,900.00	\$ 15,900
Landscape Subtotal				\$ 55,800
SIGNING & STRIPING	Quantity	Units	Unit Cost	Total Cost
Signage	43	LF	\$ 345.00	\$ 14,835
Striping	2,973	EA	\$ 6.00	\$ 17,838
Barricade MAG 130 Type A	252	LF	\$ 45.00	\$ 11,340
Signing & Striping Sub-Total				\$ 44,013
TOTAL OF ALL PLANS				
Paving				\$1,927,303
Water				\$836,178
Sewer				\$582,659
SWPPP				\$99,590
Dry Utilities				\$89,085
Street Lights				\$655,200
Signing & Striping				\$44,013
Landscape				\$55,800
Total of all Subtotals (A)				\$4,289,828
30% Contingency (0.3*A)				\$1,286,948
Subtotal (B)				\$5,576,776
Traffic Control (8%*B)				\$446,142
Mobilization (10%*B)				\$557,678
				\$1,003,820
(Subtotal B + traffic cont + mob)				
TOTAL				\$6,580,596

