

When recorded return to:
Clerk
Pinal County Board of Supervisors
P.O. Box 827
Florence AZ 85232

RESOLUTION NO. _____

RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS ACCEPTING MAINTENANCE BOND NO. 764504S-1 AS THE REQUIRED GUARANTEE BOND ASSOCIATED WITH IRONWOOD CROSSING, UNIT 3A, TRACT K, LOCATED IN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 8 EAST, WITHIN SUPERVISORY DISTRICT NO. 2, AND RELEASING THE CURRENT FINANCIAL ASSURANCE.

WHEREAS, this matter has been brought before the Pinal County Board of Supervisors by a request by the contractor and recommended by the Director of Public Works; and

WHEREAS, provision has been made by law and ordinance whereby the principal shall provide security to guarantee against damage by on-site construction.

THEREFORE, BE IT RESOLVED, Maintenance Bond No. 764504S-1 in the amount of Seventeen Thousand Two Hundred and 00/100 Dollars (\$17,200.00) issued by Developers Surety and Indemnity Company is accepted upon execution of this Resolution.

BE IT FURTHER RESOLVED, Subdivision Bond No.764504S in the amount of Three Hundred Forty Eight Thousand Three Hundred Nine and 34/100 Dollars (\$348,309.34) issued by Developers Surety and Indemnity Company is released upon execution of this Resolution.

PASSED AND ADOPTED this _____ day of _____, 2016, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairman of the Board

ATTEST:

Clerk/Deputy Clerk of the Board



MEMORANDUM

DATE: September 12, 2016

TO: Scott Bender, P.E., Pinal County Engineer *SEIS*

FROM: Charles Williams, Inspection Section Chief *OW*

CC: Tara Harman, Administrative Secretary
Megan Villegas, Engineering Administration Division Head
Phil Garcia, Quality Assurance Inspector
Jim Higginbotham, Maintenance Branch Chief
Celeste Pemberton, Area 2 Engineer
Benjamin Coker, GIS Analyst
Johnny Hernandez, Traffic Section Foreman

Subject: Ironwood Crossings Unit 3A, Tract K Subdivision

The parcel(s) listed above appears to have been constructed in substantial conformance with the approved plans and specifications.

The punch list has been completed and all the required test data and as-built plans have been submitted.

It is the recommendation of the Inspection Section to have these streets accepted into the Pinal County Maintenance System.

PUBLIC WORKS DEPARTMENT

31 North Pinal Street, Building F, PO Box 727 Florence, AZ 85132

T 520-509-3555 Hours M-F 8:00 am – 5:00 pm F 520-866-6511 www.pinalcountyaz.gov



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300
www.InscoDico.com

MAINTENANCE BOND

BOND NO.: 764504S-1

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Fulton Homes Corporation, as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing business under
and by virtue of the laws of the State of Iowa and duly licensed to conduct surety
business in the State of Arizona, as Surety, are held and firmly bound unto
Pinal County

31 North Pinal Street, Building F, Florence, Az 85132

as Obligee, in the sum of SEVENTEEN THOUSAND TWO HUNDRED AND NO/100

(\$ 17,200.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:
Construct in Ironwood Crossing Unit 3A Tract K

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of one year following final acceptance of said improvements;

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason
of any defective materials or workmanship which become apparent during the period of one year from and after acceptance
of the said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 30th day of September, 2016
YEAR

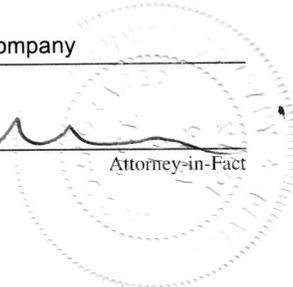
Fulton Homes Corporation
Principal

[Signature]

BY: STEVE W. WALTERS ITS: CFO

Developers Surety and Indemnity Company

BY: [Signature]
Attorney-in-Fact
Jessika Gulliver



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Jorge L. Mendez, Kischa Rushing, Jessika Gulliver, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this December 1, 2014.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President

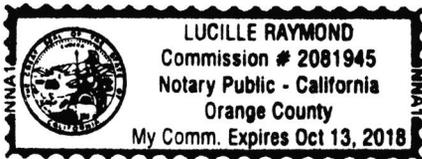


State of California
County of Orange

On December 1, 2014 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 30th day of September 2016

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

Pinal County, AZ
31 N. Pinal Street
Florence, Az 85132

Receipt



P I N A L • C O U N T Y
wide open opportunity

Receipt #: 435371

Payment Date: 10/3/2016 11:25:00 AM

Payor:
FULTON HOMES CORPORATION

Transaction #: 32374
Application Type: Point of Sale
Address:

Fee	Quantity	Amount Paid
Surface Treatment Private County Reimbursements (Surface Treatment) (Enter Actual Value) Note: Ironwood Crossing Unit 3A, Tract K Surface Treatment.	5252.00	\$5,252.00
	Total	\$5,252.00

Cashier: MAYRAM

Payment Method: Check

Reference #: 93985

Payment Comments: MM



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-3300

BOND NO. 764504S

INITIAL PREMIUM: \$3,483.00
SUBJECT TO RENEWAL.

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Fulton Homes Corporation, as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing business under and by
virtue of the laws of the State of Iowa and duly licensed to conduct a general surety business
in the State of Arizona as Surety, are held and firmly bound unto

Pinal County

31 North Pinal Street, Building F, Florence Az 85132

as Obligee, in the sum of THREE HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED NINE AND 34/100
(\$ 348,309.34) Dollars, for which payment,
well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT: Fulton Homes Corporation has agreed to construct in Ironwood
Crossing Unit 3A Tract K

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:
complete the improvements as described on the letter of project approval date 2/5/2016 labeled Exhibit A, Engineers Estimate
of Probable Cost labeled Exhibit B, Engineers Estimate labeled Exhibit C, Engineers Estimate labeled Exhibit D

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement
or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without
notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said
Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Phoenix

Arizona, this 18th day of February, 2016
YEAR

"PRINCIPAL"

"SURETY"

Fulton Homes Corporation

Developers Surety and Indemnity Company

BY: [Signature] ITS: CFO
STEVE W. WALTERS

BY: [Signature]
Attorney-in-Fact
Jessica Gulliver