

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

**PARTIAL RELEASE OF THIRD PARTY TRUST ASSURANCE
AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

WHEREAS, Pinal County, a political subdivision of the State of Arizona (the "County"), is a party to that certain Substitute Third Party Trust Assurance Agreement for Construction of Subdivision Improvements recorded May 15, 2013, at Fee No. 2013-040280, Records of the Pinal County Recorder (collectively, the "Assurance Agreement"); and

WHEREAS, the County finds that all of the Subdivision Improvements (as defined in the Assurance Agreement) required in connection with the lots described in the attached Exhibit A have been completed in accordance with the Assurance Agreement; and

WHEREAS, the County further finds that the lots described in the attached Exhibit A and the Subdivision Improvements required in connection therewith can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with the Assurance Agreement.

NOW, THEREFORE, in consideration of the foregoing findings and pursuant to the terms and conditions of the Assurance Agreement, the lots described in the attached Exhibit A are hereby released from the Assurance Agreement and the Trustee thereunder may convey title to such lots.

DATED this ___ day of _____, 2016

PINAL COUNTY, a political subdivision of
the State of Arizona

Chair of the Board

**EXHIBIT A
TO
PARTIAL RELEASE OF SUBSTITUTE THIRD PARTY TRUST ASSURANCE
AGREEMENT FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS**

[Description of Lots]

LOTS 942 to 958 OF "EAGLE CREST RANCH VI", ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN FEE NUMBER 2013-45946.



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS

When recorded return to:

Clerk of the Board Office
P.O. Box 827
Florence, Arizona 85232

DATE/TIME: 05/15/2013 953
FEE: \$0.00
PAGES: 11
FEE NUMBER: 2013-040280



ASSURANCE AGREEMENT FOR
CONSTRUCTION OF SUBDIVISION IMPROVEMENTS
(Third Party Trust)

This Assurance Agreement for Construction of Subdivision Improvements (this "Agreement") is made and entered into by, between and among **E.C. DEVELOPMENT, INC., an Arizona corporation** ("Subdivider"); **FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation** ("Trustee"), Trustee under **Trust No. 9309**; and **PINAL COUNTY, ARIZONA** ("County").

RECITALS

1.1. Subdivider is the beneficiary, and Trustee is the trustee, of Trust No. 9309, 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 April 4, 2012, conveying the land into Trust No. 9309.

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. § 11-806.01 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 proposed subdivision plat identified as **EAGLE CREST RANCH, PHASE 6** (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. §11-806.01 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. Joinder in Subdivision Plat. The Trustee is hereby authorized by Subdivider, and the Trustee agrees, to execute the Subdivision Plat for the purpose of being a primary party thereto in the Trustee's capacity as the fee title holder to the Land. The Trustee's authority of the foregoing regard is hereby confirmed by both the Trustee and the Subdivider, notwithstanding anything to the contrary contained in the Trust Agreement. Further, to the extent that the authority of the Trustee under the Trust Agreement to enter into the Subdivision Plat is not apparent from the terms of the Trust Agreement, this Paragraph 2.19 shall constitute an amendment and supplement to the Trust Agreement permitting the Trustee to so execute the Subdivision Plat. The form of Subdivision Plat joinder/execution language relating to the foregoing, as well as the balance of the operative language on the face of the Subdivision Plat, shall be in final form acceptable to the County.

2.20. Effective Date. This Agreement is effective on this 8th day of May, 2013, which is the date of approval of this Agreement by the Pinal County Board of Supervisors.

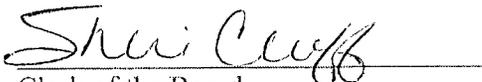
PINAL COUNTY, ARIZONA

E.C. DEVELOPMENT, INC., an Arizona corporation:


Chairman of the Board

By: Kelli Perry
Its: Secretary

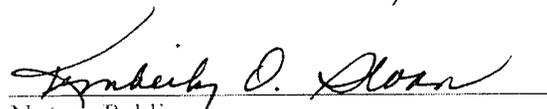
ATTEST:


Clerk of the Board

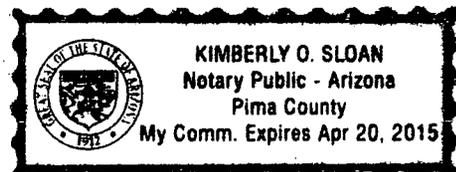


STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2013, by KELLI PERRY as SECRETARY of E.C. DEVELOPMENT, INC.


Notary Public

My Commission Expires: 4-20-15



TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, as Trustee under Trust No. 9309, and not in its corporate capacity

By: Rachel L. Turnipseed
Its: RACHEL L. TURNIPSEED

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

The foregoing instrument was acknowledged before me this 4th day of April, 2013, by RACHEL L. TURNIPSEED of FIRST AMERICAN TITLE ("Trustee"), a(n) CALIF. corporation, on behalf of the corporation, as trustee under Trust No. 9309.

Cindy A. Reiche
Notary Public

My Commission Expires:

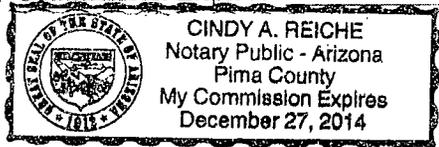


Exhibit "A"

Property Description

EXHIBIT "A"

ALL OF THAT PORTION OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 14 EAST, G&SRBM, PINAL COUNTY, ARIZONA, BEING A PORTION OF TRACTS "I" AND "J" OF "EAGLE CREST RANCH TRACTS A THROUGH N AND COMMON AREA A", A SUBDIVISION RECORDED IN CABINET C, SLIDE 173 IN THE PINAL COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32, BEING A FOUND GLO STONE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 32, ALSO BEING A FOUND GLO STONE, BEARS SOUTH 00° 03' 00" WEST AT 2656.93 FEET;

THENCE SOUTH 37° 29' 21" WEST, ALONG THE LINE COMMON TO TRACTS "J" AND "L" OF SAID "EAGLE CREST RANCH", A DISTANCE OF 1181.13 FEET;

THENCE SOUTH 53° 57' 25" WEST, ALONG THE LINE COMMON TO TRACTS "J" AND "L" OF SAID "EAGLE CREST RANCH", A DISTANCE OF 176.52 FEET;

THENCE SOUTH 38° 00' 01" WEST, ALONG THE LINE COMMON TO TRACTS "J" AND "L" OF SAID "EAGLE CREST RANCH", A DISTANCE OF 358.96 FEET;

THENCE SOUTH 64° 11' 23" WEST, ALONG THE LINE COMMON TO TRACTS "J" AND "L" AND THE SOUTH RIGHT-OF-WAY OF "EAGLE MOUNTAIN DRIVE" (A PRIVATE ROAD) OF SAID "EAGLE CREST RANCH", A DISTANCE OF 598.58 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG THE LINE COMMON TO TRACT "J" AND SAID SOUTH RIGHT-OF-WAY OF SAID "EAGLE MOUNTAIN DRIVE" (A PRIVATE ROAD) OF SAID "EAGLE CREST RANCH", ALONG A CURVE TO THE LEFT, WHICH HAS A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 12° 01' 45", AN ARC LENGTH OF 203.65 FEET TO A POINT OF REVERSE CURVATURE FROM WHICH THE RADIUS BEARS NORTH 37° 50' 22" WEST;

THENCE SOUTHWESTERLY ALONG THE LINE COMMON TO TRACT "J" AND SAID SOUTH RIGHT-OF-WAY OF SAID "EAGLE MOUNTAIN DRIVE" OF SAID "EAGLE CREST RANCH", ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 2030.00 FEET AND A CENTRAL ANGLE OF 16° 02' 17", AN ARC LENGTH OF 568.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 29° 31' 42" EAST, A DISTANCE OF 320.97 FEET TO THE NORTH LINE OF "EAGLE CREST RANCH III LOTS 378-477", A SUBDIVISION RECORDED IN

CABINET E AT SLIDE 073;

THENCE CONTINUING SOUTH 29° 31' 42" EAST, ALONG THE WEST LINE OF SAID "EAGLE CREST RANCH III", A DISTANCE OF 213.44 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF "OLD ARENA DRIVE" (A PRIVATE STREET), AS SHOWN ON SAID PLAT OF "EAGLE CREST RANCH III";

THENCE SOUTH 52° 38' 01" WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 495.45 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, WHICH HAS A RADIUS OF 222.00 FEET AND A CENTRAL ANGLE OF 52° 27' 15", AN ARC LENGTH OF 203.24 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00° 10' 46" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 71.40 FEET TO THE NORTH LINE OF "EAGLE CREST RANCH II LOTS 219-377", A SUBDIVISION RECORDED IN CABINET E AT PAGE 073;

THENCE NORTH 85° 40' 32" WEST, ALONG SAID NORTH LINE, 376.51 FEET TO A POINT ON A CURVE ON THE EAST RIGHT-OF-WAY OF "EAGLE CREST RANCH BOULEVARD" (A PUBLIC STREET), AS SHOWN ON SAID PLAT OF "EAGLE CREST RANCH", FROM WHICH THE RADIUS BEARS SOUTH 77° 27' 07" WEST;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 00° 23' 40", AN ARC DISTANCE OF 8.60 FEET TO A POINT OF TANGENCY;

THENCE NORTH 12° 56' 33" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 803.55 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 30' 01", AN ARC LENGTH OF 39.49 FEET TO A POINT OF COMPOUND CURVATURE ON THE SOUTH RIGHT-OF-WAY OF SAID "EAGLE MOUNTAIN DRIVE", FROM WHICH THE RADIUS BEARS SOUTH 12° 26' 32" EAST;

THENCE EASTERLY ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 1170.00 FEET AND A CENTRAL ANGLE OF 07° 57' 55", AN ARC LENGTH OF 162.65 FEET TO A POINT OF REVERSE CURVATURE FROM WHICH THE RADIUS BEARS NORTH 04° 28' 37" WEST;

THENCE EASTERLY ALONG SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, WHICH HAS A RADIUS OF 2030.00 FEET AND A CENTRAL ANGLE OF 17° 19' 27", AN ARC LENGTH OF 613.80 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OF THAT PORTION OF SECTION 32, TOWNSHIP 10 SOUTH, RANGE 14

EAST, G&SRBM, PINAL COUNTY, ARIZONA, BEING A PORTION OF TRACT J OF "EAGLE CREST RANCH TRACTS A THROUGH N AND COMMON AREA A", A SUBDIVISION RECORDED IN CABINET C, SLIDE 173 IN THE PINAL COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF EAGLE CREST RANCH BOULEVARD AND EAGLE MOUNTAIN DRIVE, AS SHOWN SAID "EAGLE CREST RANCH";

THENCE N 77° 03' 27" , ALONG THE CENTERLINE OF EAGLE MOUNTAIN DRIVE, A DISTANCE OF 65.00 FEET TO A POINT OF CURVATURE;

THENCE EASTERLY ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 1200.00 FEET AND A CENTRAL ANGLE OF 08° 27' 56", AN ARC LENGTH OF 177.30 FEET TO A POINT;

THENCE DEPARTING SAID CENTERLINE. S04°28'37" E, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE ON THE SOUTH RIGHT-OF-WAY OF EAGLE MOUNTAIN DRIVE FROM WHICH THE RADIUS BEARS N 04° 28' 37" W, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, WHICH HAS A RADIUS OF 2030.00 FEET, A CENTRAL ANGLE OF 02° 10' 59", WITH A RADIAL LINE IN OF N 04° 28' 37" W AND A RADIAL LINE OUT OF S 06° 39' 36" E, AN ARC LENGTH OF 77.35 FEET TO A POINT;

THENCE DEPARTING SAID RIGHT-OF WAY, S 06° 39' 36" E, A DISTANCE OF 115.00 FEET TO A POINT'

THENCE S 08° 40' 54" E, A DISTANCE OF 32.00 FEET TO A POINT;

THENCE N 81° 19' 06" E, A DISTANCE OF 12.65 FEET TO A POINT;

THENCE S 12° 56' 33" E, A DISTANCE OF 305.96 FEET TO A POINT;

THENCE S 26° 56' 03" E, A DISTANCE OF 49.28 FEET TO A POINT;

THENCE S 77° 03' 34" E, A DISTANCE OF 205.00 FEET TO A POINT;

THENCE N 12° 56' 33" W, A DISTANCE OF 513.57 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID EAGLE MOUNTAIN DRIVE;

THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 00°30' 01", WITH A RADIAL LINE IN OF S 12° 56' 33" E AND A RADIAL LINE OUT OF N 12° 26' 32" W, AN ARC LENGTH OF 0.22 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE EASTERLY ALONG A COMPOUND CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 1170.00 FEET AND A CENTRAL ANGLE OF $07^{\circ} 57' 55''$, AN ARC LENGTH OF 162.65 FEET TO THE TRUE POINT OF BEGINNING.

NovusAGENDA



AGENDA ITEM

May 8, 2013
 ADMINISTRATION BUILDING A
 FLORENCE, ARIZONA

REQUESTED BY: Greg Stanley

Funds #:

Dept. #: 1030

Dept. Name: Planning & Development

Director: Jerry Stabley

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Assurance Agreement for Construction of Subdivision Improvements (Third Party Trust) as a form of assurance for Eagle Crest Ranch VI Lots 921 Through 958.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval
4/23/2013 3:46 PM	County Attorney	Yes
4/23/2013 4:16 PM	Planning & Development	Yes
4/24/2013 8:14 AM	Development Services	Yes
5/3/2013 11:16 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download

[Third Party Trust Agreement](#)



APPROVED this 8th day of May 2013
 [Signature]
 Chairman, Pinal County Board of Supervisors
 ATTEST [Signature]
 CLERK