BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAY BE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE CITY PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

JOINT MEETING OF THE
COMMUNITY FACILITIES DISTRICTS CITY OF BUCKEYE, ARIZONA
PURSUANT TO SECTIONS 48-711, 48-715 AND TITLE 38, CHAPTER 3, ARTICLE 3.1
ARIZONA REVISED STATUTES, AS AMENDED

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
ELIANTO COMMUNITY FACILITIES DISTRICT
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
MIRIELLE COMMUNITY FACILITIES DISTRICT
SUNDANCE COMMUNITY FACILITIES DISTRICT
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
TRILLIUM COMMUNITY FACILITIES DISTRICT
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
WATSON ROAD COMMUNITY FACILITIES DISTRICT
WESTPARK COMMUNITY FACILITIES DISTRICT

CITY OF BUCKEYE
JOINT COMMUNITY FACILITIES DISTRICTS
MAY 7, 2024
AGENDA

Executive Conference Room - City Hall, First Floor
530 East Monroe Avenue
Buckeye, AZ 85326
5:15 p.m.
The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623) 349-6911, 72 hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment.

Members of the City Council will either attend in person or by telephone conference call or video presentation. Items listed may be considered by the Council in any order.

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1. Call to Order/Roll Call

2. Public Hearings / Non-Consent - New Business

2.A Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to hold a public hearing and take action on Resolution No. 04-24 accepting and approving the

Feasibility Report relating to the acquisition and financing of certain improvements benefitting the District; and declaring its preliminary intention to issue not to exceed $10,230,000 principal amount of General Obligation Bonds to finance the acquisition of certain improvements as described in the Feasibility Report relating to such improvements pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto.
Summary: Festival Ranch Community Facilities District Board to approve the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024. The Board of Directors of the Festival Ranch Community Facilities District has caused the Feasibility Report to be prepared, which Feasibility Report is a study of the feasibility and benefits of the project relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District, and which Feasibility Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the project, an estimate of the cost to acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefitted by the project, and a plan for financing the project.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

2.B Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) to hold a public hearing and take action on Resolution No. 04-24 accepting and approving the Feasibility Report relating to the acquisition and financing of certain improvements benefitting the District, and declaring its preliminary intention to issue not to exceed $7,375,000 principal amount of General Obligation Bonds to finance the acquisition of certain improvements as described in the Feasibility Report relating to such improvements pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto.
Summary: Tartesso West Community Facilities District Board to approve the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024. The Board of Directors of the Tartesso West Community Facilities District has caused the Feasibility Report to be prepared, which Feasibility Report is a study of the feasibility and benefits of the project relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District, and which Feasibility Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the project, an estimate of the cost to acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefitted by the project, and a plan for financing the project.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

2.C Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) to hold a public hearing and take action on Resolution No. 05-24 accepting and approving the Feasibility Report relating to the acquisition and financing of certain improvements benefitting the District; and declaring its preliminary intention to issue not to exceed $8,500,000 principal amount of General Obligation Bonds to finance the acquisition of certain improvements as described in the Feasibility Report relating to such improvements pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto.
Summary: Verrado Western Overlay Community Facilities District Board to approve the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024. The Board of Directors of the Verrado Western Overlay

Community Facilities District has caused the Feasibility Report to be prepared, which Feasibility Report is a study of the feasibility and benefits of the project relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District, and which Feasibility Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the project, an estimate of the cost to acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefitted by the project, and a plan for financing the project.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

3. CONSENT AGENDA ITEMS / NEW BUSINESS

Approval of items on the Consent Agenda - All items with an (*) on the consent agenda are considered to be routine matters and will be enacted by one motion and vote of the Board of Directors. There will be no separate discussion of these items unless a Board Member requests. This section may include the approval of Minutes from previous meetings.

***3.A** Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 05-24 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds; delegating the authority to approve certain matters with respect to the Bonds; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; and ratifying all actions taken or to be taken to further this Resolution.
Summary: The Board held a public hearing and adopted Resolution No. 04-24, whereby it approved a Feasibility Report and declared its preliminary intention to issue bonds and acquire the public infrastructure described in the Feasibility Report. The Board is being asked to proceed with the financing of the public infrastructure by authorizing the issuance of not to exceed $10,230,000 of the District's General Obligation Bonds, Series 2024.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

***3.B** Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 06-24 authorizing the issuance of its General Obligation Refunding Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds and the Bonds being refunded; providing for the annual levy of a tax for the payment of the Bonds; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; delegating the authority to approve certain matters with respect to the Bonds and the Bonds being refunded; and ratifying all actions taken or to be taken to further this Resolution.
Summary: The Board will consider issuing its General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds") to refund its outstanding District General Obligation Bonds, Series, 2012

and General Obligation Bonds, Series 2013 (collectively, the "Outstanding Bonds") in order to achieve savings on annual debt service payments. The Refunding Bonds will be used to pay off all or a portion of the Outstanding Bonds, effectively replacing certain maturities of the Outstanding Bonds with Refunding Bonds at a lower interest rate.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

***3.C** Board of Directors of the Sundance Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 04-24 authorizing the issuance of its General Obligation Refunding Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds and the Bonds being refunded; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor, a Depository Trustee and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; adopting written continuing disclosure compliance procedures in connection with the issuance of Bonds of the District; and ratifying all actions taken or to be taken to further this Resolution.
Summary: The Board will consider issuing bonds (the "Refunding Bonds:) to refund its outstanding District General Obligation Bonds, Series 2014 (the "Outstanding Bonds") in order to achieve savings on annual debt service payments. The Refunding Bonds will be used to pay off all of the Outstanding Bonds, effectively replacing the Outstanding Bonds with Refunding Bonds at a lower interest rate.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

***3.D** Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 05-24 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; and ratifying all actions taken or to be taken to further this Resolution.
Summary: The Board held a public hearing and adopted Resolution No. 04-24, whereby it approved a Feasibility Report and declared its preliminary intention to issue bonds and acquire the public infrastructure described in the Feasibility Report. The Board is being asked to proceed with the financing of the public infrastructure by authorizing the issuance of not to exceed $7,375,000 of the District's General Obligation Bonds, Series 2024. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base.
Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

***3.E** Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 06-24 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2024; delegating the authority to approve certain matters with

respect to the Bonds; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; adopting written continuing disclosure compliance procedures in connection with the issuance of bonds of the district; and ratifying all actions taken or to be taken to further this Resolution.

Summary: The Board held a public hearing and adopted Resolution No. 05-24, whereby it approved a Feasibility Report and declared its preliminary intention to issue bonds and acquire the public infrastructure described in the Feasibility Report. The Board is being asked to proceed with the financing of the public infrastructure by authorizing the issuance of not to exceed $8,500,000 of the District's General Obligation Bonds, Series 2024.

Staff Liaison: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164

***3.F** Board of Directors of the Watson Road Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 04-24 approving the modification of assessments in Assessment District No. 1.

Summary: Special assessment bonds were sold to finance improvements and assessments were levied against all parcels within the Assessment District No. 1. The assessment to be modified (Assessment No. 2) is known as Apache Farms. Assessment No. 2 was originally included as one unsubdivided parcel with a blanket assessment of $1,667,822. Annual Assessment payments have been made to the District, leaving a current outstanding assessment amount of $647,693.54. Forestar (USA) Real Estate Group, Inc., owner of the real property subject to Assessment No. 2, has requested that it be modified to place a per lot assessment of $2,338.24 on newly created Assessment Nos. 02-01-001 through 02-01-171, and a per lot assessment of $2,338.25 on newly created Assessment Nos. 02-01-172 through 01-01-277. The requested changes will not alter the current outstanding total assessment amount of $647,693.54.

Staff Liaison: Brandon Squire, District Engineer, brandon.squire@epsgroup.com, (623) 691-8002

4. Comments from the Public

5. Adjournment

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 2.A. Resolution No. 04-24 Festival Ranch CFD GO Bonds, Series 2024 - Feasibility Report
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Festival Ranch
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to hold a public hearing and take action on Resolution No. 04-24 accepting and approving the Feasibility Report relating to the acquisition and financing of certain improvements benefitting the District; and declaring its preliminary intention to issue not to exceed $10,230,000 principal amount of General Obligation Bonds to finance the acquisition of certain improvements as described in the Feasibility Report relating to such improvements pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
Festival Ranch Community Facilities District Board to approve the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024. The Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona) has caused the Feasibility Report to be prepared, which Feasibility Report is a study of the feasibility and benefits of the project relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District, and which Feasibility Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the project, an estimate of the cost to acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefitted by the project and a plan for financing the project.

BENEFITS:
The proceeds of the proposed general obligation bonds would be used to acquire the public infrastructure described in the Feasibility Report. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base. There is no cost to the City. Should bonds be issued, they will be an obligation of the District and not of the City. The bonds will be payable solely from ad valorem taxes levied against the taxable property of the District.

FUTURE ACTION:
The Board has declared its intent to proceed with the financing of the Project in substantially the manner presented in the Feasibility Report and, if such financing is consummated, to acquire the Project by issuing general obligation bonds.

FINANCIAL IMPACT STATEMENT:

The proceeds of the Bonds will be applied by the District to finance the acquisition of all or a portion of public infrastructure listed in section two of the Feasibility Report.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8006

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
FEASIBILITY REPORT Festival Ranch CFD GO 2024 jl 4-16-24(6145737.3).pdf
NTC - Festival Ranch GO 2024 - Notice of Public Hearing re Feasibility Report (001)(4.01.24)(6133768.1).docx
RES 04-24 Festival Ranch CFD GO Bds Sr 2024 - Approving Feasibility Report (004)(04.16.24)(6132379.4).docx

FEASIBILITY REPORT

FOR THE ISSUANCE
OF
NOT TO EXCEED
$10,230,000 PRINCIPAL AMOUNT OF
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS,
SERIES 2024

Date of Public Hearing: May 7, 2024

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Legal Description of Festival Ranch Community Facilities District (City of Buckeye, Arizona) A

SECTION ONE

INTRODUCTION; PURPOSE OF FEASIBILITY REPORT AND GENERAL DESCRIPTION OF DISTRICT

INTRODUCTION

This Feasibility Report (this "Report") has been prepared for presentation to the Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District") in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024 (the "Bonds"), in an aggregate principal amount not to exceed $10,230,000. Contemporaneously with the sale of the Bonds, the District plans to issue its General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds"), in an aggregate principal amount not to exceed $3,500,000. The District anticipates certain debt service savings and a potential reduction in the ad valorem tax rate as a result of the issuance of some or all of the Refunding Bonds to refund certain outstanding general obligation bonds of the District, as described below. The amount of Bonds is partially contingent upon the debt service savings achieved by the Refunding Bonds, as the ad valorem tax rate is expected to increase in the amount not greater than the reduction in the rate effectuated by the issuance and sale of the Refunding Bonds. The Bonds will be issued pursuant to the Community Facilities District Act of 1988, Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Act"). The District is authorized to issue not-to-exceed $175,000,000 in principal amount of general obligation bonds pursuant to an election held on May 25, 2005. To date, the District has issued $800,000 aggregate principal amount of District General Obligation Bonds, Series 2006; $1,535,000 aggregate principal amount of District General Obligation Bonds, Series 2007; $7,600,000 aggregate principal amount of District General Obligation Bonds, Series 2009; $5,400,000 aggregate principal amount of District General Obligation Bonds, Series 2012; $1,800,000 aggregate principal amount of General Obligation Bonds, Series 2013; $5,410,000 aggregate principal amount of General Obligation Bonds, Series 2016; $3,665,000 aggregate principal amount of General Obligation Bonds, Series 2017; $2,940,000 aggregate principal amount of General Obligation Refunding Bonds, Series 2017; $3,335,000 aggregate principal amount of General Obligation Bonds, Series 2018; $5,715,000 aggregate principal amount of General Obligation Bonds, Series 2019; $3,885,000 aggregate principal amount of General Obligation Refunding Bonds, Series 2019; $5,315,000 aggregate principal amount of General Obligation Bonds, Series 2020; $5,790,000 aggregate principal amount of General Obligation Bonds, Series 2021; $6,075,000 aggregate principal amount of General Obligation Bonds, Series 2022; and $3,985,000 aggregate principal amount of General Obligation Bonds, Series 2023 for a total amount of $64,310,000 of general obligation bonds issued. Proceeds from the sale of the Bonds will be used to acquire the public infrastructure listed in Section Two and to pay a portion of the costs of issuance of the Bonds. Proceeds of the Refunding Bonds will be used to refund certain of the Series 2012 Bonds and the Series 2013 Bonds (collectively, the "Bonds Being Refunded") and pay a portion of the costs of issuance of the Refunding Bonds.

PURPOSE OF FEASIBILITY REPORT

This Report has been prepared for consideration of the feasibility and benefits of certain public infrastructure (as defined in Section 48-701, Arizona Revised Statutes) ("Public Infrastructure"), to be financed by the Bonds, if any are issued, and of the plan for financing the Public Infrastructure in accordance with the provisions of Section 48-715, Arizona Revised Statutes. Pursuant to Section 48-715, Arizona Revised Statutes, this Report includes (i) a description of the Public Infrastructure, an estimate of cost and a timetable to acquire the Public Infrastructure [Section Two]; (ii) a map showing, in general, the location of the Public Infrastructure and area to be benefited by the Public Infrastructure [Section Three]; and (iii) a plan of finance for the Public Infrastructure [Section Four].

This Report has been prepared for the consideration of the Board of Directors of the District only. It is not intended or anticipated that this Report will be relied upon by other persons, including, but not limited to, purchasers of the Bonds. This Report does not attempt to address the quality of the Bonds as investments or the likelihood of repayment of the Bonds, if any are issued. In preparing this Report, employees of Pulte Home Company LLC ("Pulte"), the master developer of the property within the District, the underwriter, the financial advisor, bond counsel, staff of the City of Buckeye, Arizona (the "City") that provide services to the District, and other persons and experts have been consulted as deemed appropriate.

GENERAL DESCRIPTION OF DISTRICT

Formation of the District was approved by the City on April 19, 2005, on the request of all of the landowners within the District. The District consists of approximately 4,015 acres within the approximately 10,354 acre master-planned community called Festival Ranch (the "Project"). The Project is located along the Sun Valley Parkway generally between 259th Avenue and the 291st Avenue alignments. Single-family residential units are planned for approximately 3,190 acres within the Project. As of March 31, 2024, Pulte has closed 4,124 residential homes at Sun City Festival (age restricted) and 1,274 homes at Festival Foothills (non-age restricted), for a total of 5,398 residential homes.

In addition to residential development, several community amenities have been constructed within the District, including a new 24,000 square foot recreation center. Currently, a 27-hole golf course is completed along with a 15,000 square foot golf clubhouse, a 30,000 square foot recreation center, an 8,000 square foot arts and crafts building, a softball complex, a pet park, a pickleball complex and a community park.

Total Project	**Approximate District Acres**
Single Family Residential Units	3,190
Two Golf Courses	400
Commercial	350
Recreation Centers	75
Total	4,015

The District was created to finance the construction or acquisition of Public Infrastructure within the District. See Section Two for a description of the Public Infrastructure. A legal description of the District is included in Appendix A. Maps of the District are included in Section Three. The acquisition of the Public Infrastructure as defined in this Report is consistent with and in furtherance of the approved General Plan of the District.

SECTION TWO

DESCRIPTION, ESTIMATE OF COST AND TIMETABLE FOR COMPLETION OF PUBLIC INFRASTRUCTURE

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure, which has been publicly bid and constructed pursuant to State of Arizona (the "State") statutes and the acquisition of which is to be financed by the Bonds, consists of the following:

Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
1. **Festival Ranch Wastewater Infrastructure Trunk Sewer Lines** - installation of approx. 11,121 linear feet of sewer lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$3,220,619	$3,220,619	$3,220,619	$0	$0
2. **Sun City Festival Phase I Roadways and Landscaping (Canyon Springs, Desert Oasis, Mountain Ridge & Sun Valley Parkway)** - installation of approx. 4,874 linear feet of Arterial Roadway and ROW Landscaping and 5,942 of Collector Roadway and ROW Landscaping including concrete, paving, storm drainage, landscaping, engineering, survey, permits and fees, and other labor, tools, and equipment.	$7,416,732	$7,416,732	$7,416,732	$0	$0
3. **Sun City Festival Phase I Infrastructure Water (Parcel A1, B1, C1 & V1)** - installation of approx. 25,600 linear feet of water lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,841,756	$1,841,756	$1,841,756	$0	$0
4. **Festival Ranch Water Reclamation Facility** - installation of a 1 MG Water Reclamation Facility including engineering, survey, permits and fees, and other labor, tools, and equipment.	$8,966,703	$8,966,703	$8,966,703	$0	$0
5. **Sun City Festival Phase 1 Offsite Sewer (Alignment through Parcels D1, E1, S1 & T1)** - installation of approximately 8,663 linear feet of sewer lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$997,203	$997,203	$997,203	$0	$0
6. **Sun City Festival Water Plant #1, Well #1, Well #2** - installation of 1.2 MG storage tank and booster pumps at Water Plant #1, and the drilling and equipping of Well #1 and Well #2 producing 6,150 GPM, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$6,754,018	$6,754,018	$6,754,018	$0	$0
7. **Festival Foothills Phase I Water Infrastructure Desert Vista Boulevard and Beardsley Parkway (East of CSB)** - installation of approximately 5,400 linear feet of water lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$418,657	$418,657	$418,657	$0	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
8.	**Festival Foothills Phase I Roadways Desert Vista Blvd & Beardsley Parkway (East of the CSB)** -installation of approximately 1,340 linear feet of Arterial Roadway and 4,050 linear feet of Collector Roadway including grading, concrete, paving, storm drainage, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,383,180	$2,383,180	$2,383,180	$0	$0
9.	**Sun City Festival Phase II Infrastructure Water, Sewer (Phase 1), Storm Drain and reclaimed Waterline Phase I-** installation of approximately 7,782 linear feet of waterlines, 1,596 linear feet of sewer, 15,892 linear feet of reclaimed waterline and 1,361 linear feet of storm drain for Mountain Ridge Boulevard, Desert Oasis Boulevard and Canyon Spring Boulevard including engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,325,837	$2,325,837	$2,325,837	$0	$0
10.	**Sun City Festival Phase II Concrete and Paving Infrastructure to serve Desert Oasis Boulevard and Mountain Ridge Boulevard to serve Parcels D 1-H 1** - installation of approximately 3,640 linear feet of arterial roadway and 2,100 of collector roadway including paving, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,537,569	$2,537,569	$2,537,569	$0	$0
11.	**Sun City Festival Phase 2 Offsite Sewer** – installation of approximately 6,082 linear feet of 15 inch sewer including engineering, survey, permits and fees, and other labor, tools, and equipment.	$ 781,133	$ 781,133	$781,133	$0	$0
12.	**Desert Vista Boulevard Water Transmission Main –** installation of approximately 3,083 linear feet of water transmission main including engineering, survey, permits and fees, and other labor, tools, and equipment.	$845,216	$ 845,216	$845,216	$0	$0
13.	**Sun City Festival Well # 3 –** equipping of Well #3 including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$1,680,547	$1,680,547	$1,680,547	$0	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
14.	**Sun City Festival Revised Abraham Lane Water Line (Portion within Parcel N1) –** installation of approximately 2,898 linear feet of 12 inch water including the eligible costs for engineering, survey, permit fees, and other required labor, tools and equipment.	$212,935	$212,935	$212,935	$0	$0
15.	**Sun City Festival Phase 2 Infrastructure Phase 3 Water Line and Desert Vista Boulevard Water Line -** installation of approximately 4,048 linear feet 16 inch water and approximately 770 linear feet of 12 inch water including the eligible costs for engineering, survey, permit fees, and other required labor, tools and equipment.	$402,514	$402,514	$334,000	$68,514	$0
16.	**Desert Vista Boulevard, Wagner Complex Drive and Phase II Infrastructure Phase 3 Roadway Concrete, Paving and Landscape Improvements –** installation of approximately 4,209 linear feet of arterial roadway and 3,000 linear feet of collector roadway including concrete, paving and right of way landscaping including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$4,941,129	$4,941,129	$4,941,129	$0	$0
17.	**Sun City Festival – Phase 3 Offsite Sewer –** installation of approximately 3,700 linear feet of 15" ES VCP truck sewer including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$678,358	$678,358	$678,358	$0	$0
18.	**City of Buckeye Firehouse # 705 –** construction of fire station including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$3,351,485	$3,351,485	$3,351,485	$0	$0
19.	**Sun City Festival Water Plant #1 Expansion** – installation of 1.2 MG storage tank and booster pumps at Water Plant #1, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$2,654,932	$2,654,932	$2,654,932	$0	$0
20.	**Sun City Festival Water Well #4** –the drilling, installation and equipping of Well #4 producing an estimated 2,500 GPM, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$5,000,000	[to be determined]	$0	$0	[to be determined]

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
21.	**Festival Ranch Water Reclamation Facility Expansion** - the installation of a 0.5 MGD Water Reclamation Facility Expansion, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$12,800,000	[to be determined]	$0	$0	[to be determined]
22.	**Festival Ranch Arsenic Treatment Facility** - the installation of a Water Treatment Facility, including the eligible costs for transmission mains, engineering, survey, permit fees, and other required labor, tools, and equipment.	$14,000,000	[to be determined]	$0	$0	[to be determined]
23.	**Sun City Festival Ranch Planning Area 2 Canyon Springs Blvd and Parcel A2 Concrete and Paving Improvements** – installation of approximately 4,400 linear feet of arterial roadway and parcel roadways including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,180,613	$2,180,613	$2,180,613	$0	$0
24.	**Sun City Festival Ranch Planning Area 2 Parcel D2 Concrete and Paving Improvements**– installation of approximately 6,500 linear feet of roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,316,658	$1,316,658	$1,316,658	$0	$0
25.	**Sun City Festival Ranch Planning Area 2 Parcel C2 Concrete and Paving Improvements** – installation of approximately 5,400 linear feet of roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,048,802	$1,048,802	$1,048,802	$0	$0
26.	**Festival Ranch Sun City Festival - Parcel S1 16 inch Waterline** – installation of approximately 1,600 linear feet of waterline including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$300,728	$ 300,728	$300,728	$0	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
27.	**Festival Ranch Sun City Festival - Parcel HH1-1 & HH1-2 Water Transmission Mains** – installation of approximately 2,500 linear feet of water transmission main including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$214,263	$214,263	$214,263	$0	$0
28.	**Sun City Festival Ranch Planning Area 2 Parcel B2 Concrete and Paving Improvements** – installation of approximately 4,600 linear feet of minor collector roadway and parcel roadways including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,271,807	$1,271,807	$616,851	$654,956	$0
29.	**Sun City Festival Ranch Planning Area 1 Parcel Q1 Phase 1 and Phase 2 Concrete and Paving Improvements**– installation of approximately 8,400 linear feet of major collector and parcel roadways including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,212,211	$2,212,211	$0	$2,212,211	$0
30.	**Sun City Festival Ranch Planning Area 1 Parcel T1 Concrete and Paving Improvements** – installation of approximately 5,900 linear feet of parcel roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$756,221	[to be determined] Completed Project Binder not yet prepared	$0	$0	[to be determined]
31.	**Festival Ranch Sun City Festival - Parcel T1 16 inch Waterline** – installation of approximately 2,700 linear feet of waterline including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$524,078	[to be determined] Completed Project Binder not yet prepared	$0	$0	[to be determined]
32.	**Sun City Festival Ranch Planning Area 2 Parcel L2 Concrete and Paving Improvements** – installation of approximately 1,000 linear feet of parcel roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$456,000	[to be determined] Completed Project Binder not yet repaired	$0	$0	[to be determined]

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
33.	**Festival Ranch Groundwater Recharge Facility** - the installation of a Groundwater Recharge Facility, including the eligible costs for pump station, transmission mains, engineering, survey, permit fees, and other required labor, tools, and equipment.	$3,500,000	[to be determined]	$0	$0	[to be determined]
34.	**Sun City Festival Ranch Planning Area 2 Parcel E2 Infrastructure Sewer Improvements** – installation of approximately 2,599 linear feet of sewer line including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$488,885	[to be determined]	$0	$0	[to be determined]
35.	**Sun City Festival Ranch Planning Area 2 Parcel F2 Concrete and Paving Improvements** – installation of approximately 6,960 linear feet of arterial, collector and parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$3,256,663	[to be determined]	$0	$3,256,663 *(a)*	$0
36.	**Sun City Festival Ranch Planning Area 1 Parcel HH1-3 Infrastructure Water and Well Supply Line Improvements** – installation of approximately 4,800 linear feet of water and well lines including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$424,000	[to be determined]	$0	$0	[to be determined]
37.	**Sun City Festival Ranch Planning Area 2 Parcel K2/N2 Concrete and Paving Improvements –** installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,132,405	[to be determined]	$0	$1,132,405 *(a)*	$0
38.	**Sun City Festival Ranch Planning Area 2 Parcel H2 Phase 1 and 2 Concrete and Paving Improvements –** installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,525,056	[to be determined]	$0	$2,524,056 *(a)*	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
39.	**Sun City Festival Ranch Planning Area 2 Parcel G2/I2 Concrete and Paving Improvements –** installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,686,178	[to be determined]	$0	$381,195 *(a)*	[to be determined]
40.	**Sun City Festival Ranch Planning Area 2 Parcel J2 Concrete and Paving Improvements** – installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$657,083	[to be determined]	$0	$0	$0
41.	**Festival Ranch Sun City Festival – Planning Area 2 Kerry Lane and Offsite Water Line Waterline** – installation of approximately 5,000 linear feet of waterline including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,072,792	[to be determined]	$0	$0	[to be determined]
		$109,234,966*	**$60,955,605***	**$58,019,924**	**$10,230,000***	**$ to be determined***

The Public Infrastructure described above was completed from 2006 to the date of this Report. Proceeds of the Bonds will be used to finance the acquisition of a portion of the Public Infrastructure. Additional portions of public infrastructure have been completed but are awaiting administrative approval by the District before such public infrastructure is eligible for funding from future bonds. Additional public infrastructure as contemplated by the District's formational documents will be constructed in the future.

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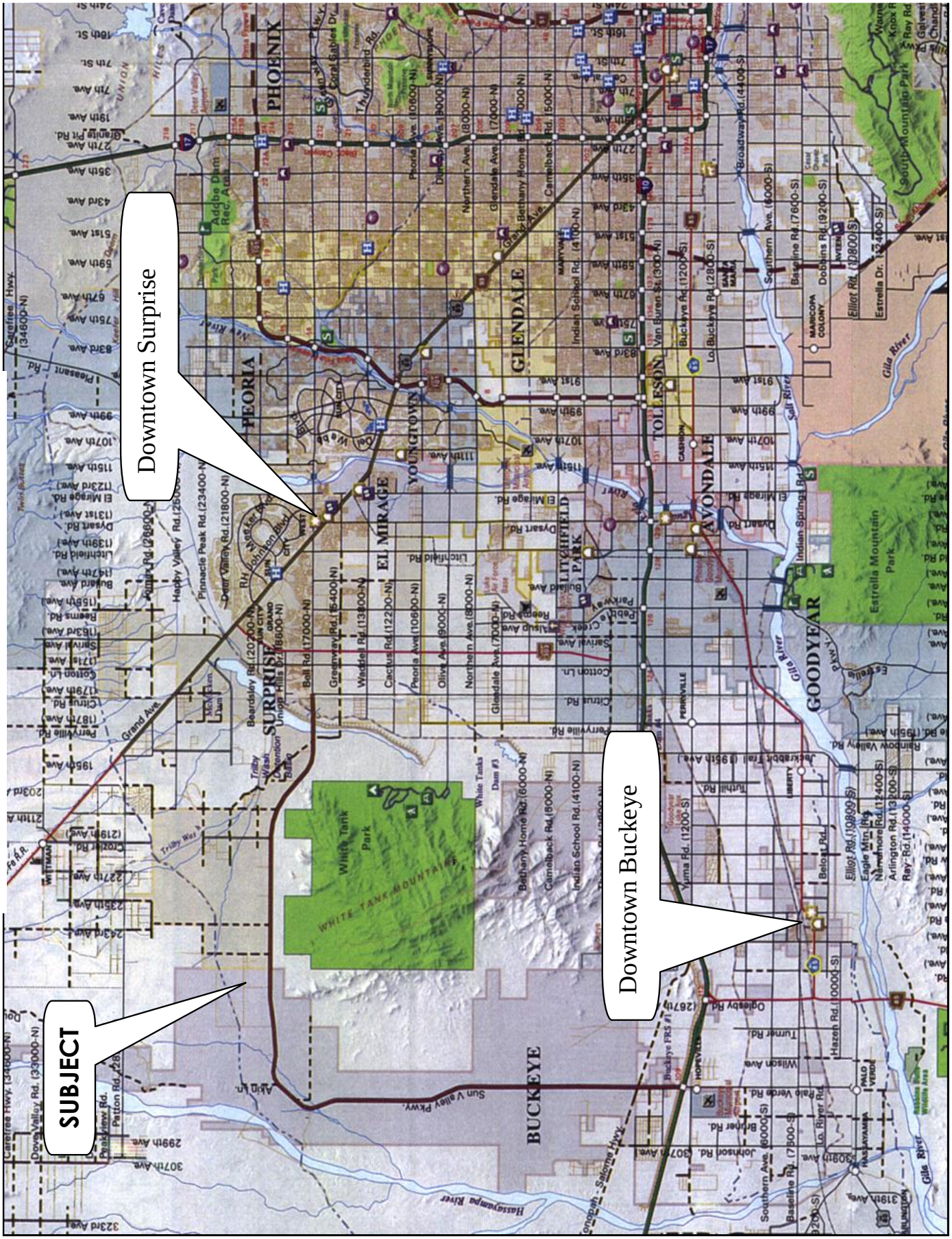
* *Subject to change.*

(a) *Pending certification.*

SECTION THREE

MAPS OF THE DISTRICT

Location Map


Downtown Surprise
Downtown Buckeye
SUBJECT
PHOENIX
PEORIA
GLENDALE
TOLLESON
YOUNGTOWN
EL MIRAGE
AVONDALE
LITCHFIELD PARK
SURPRISE
GOODYEAR
BUCKEYE
White Tank Park
Estrella Mountain Park
Gila River
Hassayampa River
Grand Ave
Bell Rd.
Thunderbird Rd.
Bethany Home Rd.
Camelback Rd.
Indian School Rd.
Van Buren St.
Buckeye Rd.
Broadway Rd.
Southern Ave.
Baseline Rd.
Dobbins Rd.
Elliot Rd.
Estrella Dr.
Indian Spring Rd.
Sun Valley Pkwy.
Dove Valley Rd.
Peakview Rd.
Patton Rd.
Carefree Hwy.
Pinnacle Peak Rd.
Happy Valley Rd.
Deer Valley Rd.
Beardsley Rd.
Greenway Rd.
Waddell Rd.
Cactus Rd.
Peoria Ave.
Olive Ave.
Northern Ave.
Glendale Ave.
Dunlap Ave.
Peoria Ave.
Thomas Rd.
Van Buren St.
Lo Buckeye Rd.
Yuma Rd.
Lower Buckeye Rd.
Tuthill Rd.
Ogilesby Rd.
Turner Rd.
Wilson Ave.
Hazen Rd.
Johnson Rd.
Briner Rd.
Palo Verde Rd.
Lo River Rd.
Southern Ave.
Baseline Rd.
Elliot Rd.
Ray Rd.
Arlington Rd.
Narrowhore Rd.
Eagle Min. Rd.
Belaire Rd.
Jackrabbit Trail
Perryville Rd.
Citrus Rd.
Cotton Ln.
Sarival Ave.
Bullard Ave.
Litchfield Rd.
Dysart Rd.
El Mirage Rd.
Indian School Rd.
Camelback Rd.
Bethany Home Rd.
Glendale Ave.
Northern Ave.
Olive Ave.
Peoria Ave.
Cactus Rd.
Waddell Rd.
Greenway Rd.
Bell Rd.
Beardsley Rd.
Happy Valley Rd.
Pinnacle Peak Rd.
Deer Valley Rd.
Dove Valley Rd.
Peakview Rd.
Patton Rd.
Carefree Hwy.
Sun Valley Pkwy.
Hassayampa River
Gila River
Salt River
Estrella Mountain Park
South Mountain Park
White Tank Park
WHITE TANK MOUNTAINS
Deer Valley Airport
Luke Air Force Base
Phoenix Goodyear Airport
Buckeye Municipal Airport
Buckeye PRS #1
Dam #3
White Tanks
Trilby Wash
Trilby Way
Dove Valley Ranch
Pinnacle Peak Park
Adobe Dam Rec. Area
Lake Pleasant
Waterfall Dr.
Johnston Blvd.
Grand Bethany Home Rd.
Grand Ave.
Thunderbird Rd.
Coral Gables Dr.
Sonoran Blvd.
Pleasant Hill Rd.
Pleasant Rd.
Twin Buttes
Keeler Hill
Dorm

Aerial Photograph of the District

SECTION FOUR

PLAN OF FINANCE AND PRELIMINARY DEBT SERVICE SCHEDULE

PLAN OF FINANCE

This Plan of Finance is subject to modification to accommodate market conditions at the time of the actual sale of the Bonds and to the extent necessary to comply with federal and State law.

(i) Formation and Authorization:

In response to a petition from the owners of 100% of the property within the District, the City Council formed the District on April 19, 2005. The District is authorized to issue not-to-exceed $175,000,000 in principal amount of general obligation bonds pursuant to an election held on May 25, 2005. The remaining authorization prior to the issuance of the Bonds is $120,545,108.

The District has previously issued the following series of general obligation bonds:
$800,000, District General Obligation Bonds, Series 2006;
$1,535,000, District General Obligation Bonds, Series 2007;
$7,600,000, District General Obligation Bonds, Series 2009;
$5,400,000, District General Obligation Bonds, Series 2012;
$1,800,000, General Obligation Bonds, Series 2013;
$5,410,000, General Obligation Bonds, Series 2016;
$3,665,000, General Obligation Bonds, Series 2017;
$2,940,000, General Obligation Refunding Bonds, Series 2017;
$3,335,000, General Obligation Bonds, Series 2018;
$5,715,000, General Obligation Bonds, Series 2019;
$3,885,000, General Obligation Refunding Bonds, Series 2019;
$5,315,000, General Obligation Bonds, Series 2020;
$5,790,000, General Obligation Bonds, Series 2021;
$6,075,000, General Obligation Bonds, Series 2022; and
$3,985,000, General Obligation Bonds, Series 2023.

(ii) Proposed Debt Issuance:

The Bonds are anticipated to be issued in September 2024. As indicated in Table One herein, it is currently estimated that the Bonds will have a final maturity of approximately 20-years with principal amortized such that when combined with the debt service on the previous issues referenced above, the result will be aggregate level debt service along with a targeted secondary tax rate of not to exceed $3.00 per $100 of net assessed limited property value (not including the tax of $0.30 per $100 of net assessed limited property value levied to pay a portion of operation and maintenance expenses of the District and of the public infrastructure financed by the District (the "Operation and Maintenance Tax")).

(iii) Sources and Uses of Funds:

The estimated sources and uses of funds associated with the sale of the Bonds is as follows:

Sources of Funds:	**Bonds**
Principal Amount of Bonds (a)	$ 8,000,000
Pulte Contribution (b)	236,000
	$ 8,236,000
Uses of Funds:	
Cost of Public Infrastructure	$ 7,951,108
Costs of Issuance	140,000
Bond Insurance	48,892
Underwriting Fee	96,000
	$ 8,236,000

(a) Final par amount of the Bonds is subject to change based on market conditions.
(b) All costs of issuance and underwriter fees will be paid by Pulte.

(iv) Disclosure of Taxes and Assessments:

Section 32-2181 et seq., Arizona Revised Statutes requires the disclosure of all property taxes and assessments to be paid by a homeowner in the Arizona Department of Real Estate Subdivision Public Report (the "Public Report"). Each homebuyer must be supplied a Public Report and, prior to any home sale, the homebuyer must acknowledge by signature that they have read and accepted the Public Report.

In addition, Pulte requires the homebuyer to sign an additional form that highlights and discloses the additional taxes as a result of the District financing.

(v) Operation and Maintenance Estimated Revenues and Expenditures:

The Public Infrastructure that may be acquired by the District has been dedicated to the City. The obligations pertaining to the operation and maintenance of the Public Infrastructure have been and were the subject of that certain Acceptance and Service Agreement for Wastewater Infrastructure and Related Appurtenances - Festival Ranch Water Reclamation Facility Phase 1.

Some or all of the public infrastructure heretofore or hereafter constructed may be, and may continue to be, supported by City monies (after acceptance of any such public infrastructure by the City), the Operation and Maintenance Tax, Home Owner's Association ("HOA") fees, developer contributions, or some combination of one or more of such revenue sources. Pursuant to a development agreement among the Project property owners and the City, the master HOA is responsible for the operation and maintenance costs of landscaping for the roadways, trails, and open space within the District. All homeowners are required to participate in the HOA. Monthly fees for the HOA are approximately $138 per home in Sun City Festival and $95 per home in Festival Foothills.

Pursuant to a development agreement among the Project property owners and the City, Pulte is required to provide a warranty for all infrastructure comprised of streets, parkways and alleys and all appurtenances thereto at its expense for a period of two years from the date the City accepts the infrastructure. Such warranty requires repair actions reasonably necessary to correct defects according to customary engineering industry standards for each item of the Public Infrastructure.

TABLE ONE

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
		Currently Outstanding General Obligation Bond Debt Service			($3,130,000) Bonds Being Refunded		$3,165,000 Refunding Bonds, Series 2024 Dated: 9/26/2024 (a)			$8,000,000 General Obligation Bonds, Series 2024 Dated: 9/26/2024 (a)				
Fiscal Year	Net Limited Assessed Valuation (b)	Principal	Interest	Debt Service	Principal	Interest	Principal	Interest (c)	Debt Service	Principal	Interest (c)	Debt Service	Total Aggregate Debt Service	Projected Bond Tax Rate (d)
2023/24	$122,120,741	$1,775,000	$1,730,766	$3,505,766									$3,505,766	$2.8731
2024/25	139,799,484	1,740,000	1,738,956	3,478,956	($280,000)	($156,875)	$330,000	$76,224	$406,224	$245,000	$289,000	$534,000	3,982,305	2.9985
2025/26	139,799,484	1,620,000	1,672,556	3,292,556	(295,000)	(143,325)	315,000	85,050	400,050	380,000	348,975	728,975	3,983,256	2.9992
2026/27	139,799,484	1,685,000	1,607,944	3,292,944	(305,000)	(129,063)	320,000	75,600	395,600	395,000	331,875	726,875	3,981,356	2.9978
2027/28	139,799,484	1,755,000	1,540,519	3,295,519	(320,000)	(114,138)	330,000	66,000	396,000	170,000	314,100	484,100	3,741,481	2.8172
2028/29	139,799,484	1,825,000	1,470,269	3,295,269	(340,000)	(98,488)	345,000	56,100	401,100	175,000	306,450	481,450	3,739,331	2.8156
2029/30	139,799,484	1,900,000	1,396,856	3,296,856	(355,000)	(81,675)	350,000	45,750	395,750	185,000	298,575	483,575	3,739,506	2.8157
2030/31	139,799,484	1,965,000	1,327,194	3,292,194	(365,000)	(64,113)	355,000	35,250	390,250	195,000	290,250	485,250	3,738,581	2.8150
2031/32	139,799,484	2,040,000	1,255,356	3,295,356	(390,000)	(45,675)	370,000	24,600	394,600	205,000	281,475	486,475	3,740,756	2.8166
2032/33	139,799,484	2,120,000	1,173,063	3,293,063	(480,000)	(25,200)	450,000	13,500	463,500	215,000	272,250	487,250	3,738,613	2.8150
2033/34	139,799,484	2,210,000	1,081,763	3,291,763						185,000	262,575	447,575	3,739,338	2.8156
2034/35	139,799,484	2,300,000	992,913	3,292,913						190,000	254,250	444,250	3,737,163	2.8139
2035/36	139,799,484	2,390,000	900,563	3,290,563						205,000	245,700	450,700	3,741,263	2.8170
2036/37	139,799,484	2,490,000	802,713	3,292,713						210,000	236,475	446,475	3,739,188	2.8155
2037/38	139,799,484	2,605,000	689,338	3,294,338						220,000	227,025	447,025	3,741,363	2.8171
2038/39	139,799,484	2,725,000	570,500	3,295,500						225,000	217,125	442,125	3,737,625	2.8143
2039/40	139,799,484	2,810,000	483,313	3,293,313						240,000	207,000	447,000	3,740,313	2.8163
2040/41	139,799,484	2,920,000	372,113	3,292,113						250,000	196,200	446,200	3,738,313	2.8148
2041/42	139,799,484	2,995,000	299,063	3,294,063						260,000	184,950	444,950	3,739,013	2.8153
2042/43	139,799,484	3,145,000	149,388	3,294,388						270,000	173,250	443,250	3,737,638	2.8143
2043/44	139,799,484									3,580,000	161,100	3,741,100	3,741,100	2.8169
		$45,015,000			($3,130,000)		$3,165,000			$8,000,000	$5,098,600	$13,098,600		

(a) Closing date subject to change.

(b) Fiscal year 2023/24 is actual. Fiscal year 2024/25 is estimated by the County and assumes 14.5% growth. Subsequent years assume no growth.

(c) Interest rate is estimated at 4.5% for the new money bonds and 3.0% for the refunding bonds. Rates are subject to change based on a variety of economic and market factors.

(d) Fiscal year 2023/24 represents the actual secondary tax rate for debt service only. Subsequent years include a 5% delinquency factor.

The interest rate and rating assumptions assumed in this presentation are based on current market conditions and similar credits.

The Issuer's actual results may differ, and Stifel makes no commitment to underwrite at these levels.

APPENDIX A

LEGAL DESCRIPTION OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

December 9, 2004

LEGAL DESCRIPTION FOR
FESTIVAL RANCH
COMMUNITY FACILITY DISTRICT

That part of Sections 13, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, Township 4 North, Range 4 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Northeast Corner of said Section 24;

Thence South 00°26'24" West, along the East line of the Northeast Quarter of said Section 24, a distance of 2,640.87 feet to the G.L.O. Brass Cap marking the East Quarter Corner thereof;

Thence South 00°23'56" West, along the East line of the Southeast Quarter of said Section 24, a distance of 2,639.68 feet to the Northeast Corner of said Section 25;

Thence South 00°23'04" West, along the East line of the Northeast Quarter of said Section 25, a distance of 2,642.69 feet to the East Quarter Corner of said Section 25;

Thence South 00°24'50" West, along the East line of the Southeast Quarter of said Section 25, a distance of 2,641.16 feet to the Southeast Corner of said Section 25;

Thence North 89°35'08" West, along the South line of the Southeast Quarter of said Section 25, a distance of 2,641.48 feet to the South Quarter Corner of said Section 25;

Thence North 89°35'25" West, along the South line of the Southwest Quarter of said Section 25, a distance of 2,639.43 feet to the Southeast Corner of said Section 26;

Thence North 89°42'22" West, along the South line of the Southeast Quarter of said Section 26, a distance of 2,630.35 feet to the South Quarter Corner of said Section 26;

Thence North 00°19'01" East, along the North-South mid-section line of said Section 26, a distance of 2,126.51 feet to a point on a 5,575.00 foot radius non-tangent curve, whose center bears North 10°31'05" West, said point also being on the Southerly right-of-way line of Sun Valley Parkway, as recorded in Book 309 of Maps, Page 12, Maricopa County Records;

Thence, along said Southerly right-of-way line of Sun Valley Parkway, the following courses:

Thence Southwesterly, along said curve, through a central angle of 05°06'05", a distance of 496.37 feet;

Thence South 84°32'16" West, a distance of 6,380.94 feet to a point on a 5,575.00 foot radius non-tangent curve, whose center bears North 05°28'11" West;

Thence Westerly, along said curve, through a central angle of 18°10'52", a distance of 1,769.07 feet;

Thence North 77°17'35" West, a distance of 734.70 feet;

Thence South 18°15'19" West, departing said Southerly right-of-way line of Sun Valley Parkway, a distance of 374.09 feet;

Thence South 40°58'02" West, a distance of 464.78 feet;
Thence South 74°21'22" West, a distance of 761.00 feet;
Thence South 41°37'56" West, a distance of 588.43 feet;

Thence South 03°22'04" East, a distance of 301.48 feet to a point on the South line of the Southwest Quarter of said Section 28;

Thence North 89°31'12" West, along said South line, a distance of 2,364.77 feet to the Southwest Corner of said Section 28;

Thence North 00°27'37" East, along the West line of the Southwest Quarter of said Section 28, a distance of 2,642.29 feet to the East Quarter Corner of said Section 29;

Thence North 89°37'25" West, along the East-West mid-section line of said Section 29, a distance of 2,642.10 feet to the Center of said Section 29;

Thence North 00°30'30" East, along the North-South mid-section line of said Section 29, a distance of 2,481.52 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal;

Thence, along said Southerly right-of-way line of the Central Arizona Project Canal, the following courses:

Thence North 44°33'22" East, a distance of 3,419.52 feet;
Thence North 56°59'46" East, a distance of 496.13 feet;
Thence North 80°26'29" East, a distance of 3,220.32 feet;
Thence North 85°39'45" East, a distance of 497.23 feet;
Thence South 89°08'59" East, a distance of 293.06 feet;
Thence South 00°51'01" West, a distance of 74.97 feet;
Thence South 89°07'56" East, a distance of 300.00 feet;
Thence North 01°19'16" East, a distance of 75.03 feet;

Thence South 89°08'59" East, a distance of 6,130.87 feet to a point on the West line of the Northwest Quarter of said Section 23;

Thence South 00°22'19" West, departing said Southerly right-of-way line, along the West line of the Northwest Quarter of said Section 23, a distance of 200.79 feet to a point on the Southerly line of certain parcel of land described in Docket 13238, Page 640, Maricopa County Records;

Thence, along said Southerly line of Docket 13238, Page 640, the following courses:

Thence South 89°36'50" East, a distance of 33.00 feet;
Thence North 00°22'19" East, a distance of 200.50 feet;
Thence South 89°06'32" East, a distance of 285.89 feet;

Thence North 69°27'36" East, a distance of 174.40 feet to a point on the South line of the North 792.00 feet of the West 660.00 feet of the South Half of the Northwest Quarter of said Section 23;

Thence South 89°36'50" East, departing said Southerly line of Docket 13238, Page 640, and along said South line of the North 792.00 feet of the West 660.00 feet, a distance of 178.21 feet to a point on the East line of said West 660.00 feet of the North 792.00 feet;

Thence North 00°22'19" East, along said East line, a distance of 68.14 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal;

Thence, along said Southerly right-of-way line of the Central Arizona Project Canal, the following courses:

Thence North 69°27'36" East, a distance of 2,026.68 feet to a point on the North line of the South Half of the Northwest Quarter of said Section 23;

Thence South 89°36'50" East, along said North line, a distance of 90.13 feet to the Northeast corner of the South Half of the Northwest Quarter of said Section 23;

Thence North 00°27'52" East, along the North-South mid-section line of said Section 23, a distance of 34.37 feet;

Thence North 69°28'27" East, a distance of 2,820.53 feet to a point on the West line of the Northwest Quarter of said Section 24;

Thence South 00°22'48" West, along said West line, a distance of 106.56 feet;

Thence North 69°28'05" East, a distance of 1,086.54 feet to a point on the South line of the Southwest Quarter of said Section 13;

Thence North 69°27'37" East, a distance of 1,740.17 feet to a point on the North-South mid-section line of said Section 13;

Thence North 69°27'38" East, a distance of 1,296.88 feet;

Thence South 00°00'00" East, departing said Southerly right-of-way line, a distance of 213.58 feet to a point on a line which is parallel with and 200.00 feet Southerly, as measured at right angles, from the Southerly right-of-way line of the Central Arizona Project Canal;

Thence North 69°27'38" East, along said parallel line, a distance of 464.53 feet;

Thence North 00°00'00" East, a distance of 213.58 feet to a point on the Southerly right-of-way line of the Central Arizona Project Canal;

Thence North 69°27'38" East, along said Southerly right-of-way line, a distance of 1,067.33 feet to a point on the East line of the Southeast Quarter of said Section 13;

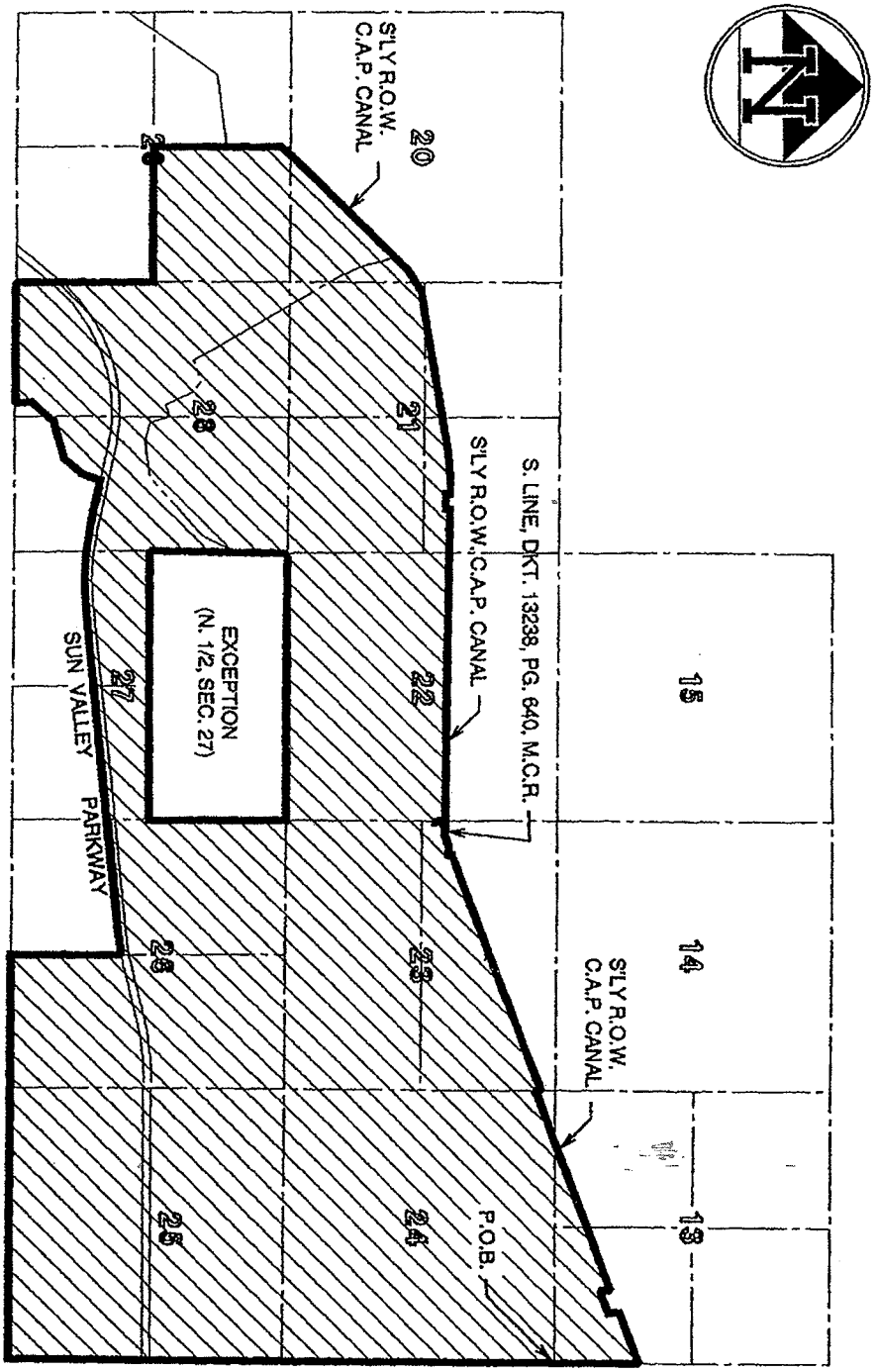
Thence South 00°24'51" West, departing said Southerly right-of-way line along said East line, a distance of 1,633.09 feet to the Point of Beginning.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

The North Half of Section 27, Township 4 North, Range 4 West, of the Gila and Salt River Meridian, Maricopa County, Arizona,

Containing 4,015.490 Acres, more or less.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36562
FRED W.
KLEIN III
Date Signed 12/9/04
ARIZONA, U.S.A.



Registered Land Surveyor
No. 36562
FRED W. KLEIN III
Date Signed 12-9-04
ARIZONA, U.S.A.

EXHIBIT N:\680001\LAND\EH-CFD.DGN	FESTIVAL RANCH COMMUNITY FACILITY DISTRICT	JOB NO 680001
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014 TELEPHONE (602) 264-6831	**COE & VAN LOO** PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE	SHEET 1 OF 1

NOTICE OF PUBLIC HEARING

TO THE GENERAL PUBLIC AND THE MEMBERS OF THE BOARD OF DIRECTORS OF THE FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA):

NOTICE IS HEREBY GIVEN that the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) will meet on May 7, 2024, at 5:00 p.m. in the Buckeye City Council Chambers, 530 E. Monroe Avenue, Buckeye, Arizona 85326, to conduct a public hearing on and to consider and review a feasibility report relative to the proposed project to be financed by the issuance of general obligation bonds of the Festival Ranch Community Facilities District. A copy of the feasibility report may be reviewed at the office of the District Clerk, 530 E. Monroe Avenue, Buckeye, Arizona 85326.

[*publish not later than April 27, 2024*]

6133768.1

RESOLUTION NO. 04-24 (Festival Ranch)

A RESOLUTION OF THE BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), ACCEPTING AND APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; AND DECLARING ITS PRELIMINARY INTENTION TO ISSUE NOT TO EXCEED $10,230,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS TO FINANCE THE ACQUISITION OF CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS PURSUANT TO THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.

WHEREAS, pursuant to Arizona Revised Statutes ("*A.R.S.*") § 48-715, as amended, the Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona) has caused a Report to be prepared, which Report is a study of the feasibility and benefits of the Project (as such terms and all other initially capitalized terms are defined hereinafter) relating to certain public infrastructure (as defined in the Act) provided for in the General Plan of the District to be financed with the proceeds of the sale of general obligation bonds of the District, which Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the Project, an estimate of the cost to acquire, operate and maintain the Project, information concerning the completion of the Project, a map or description of the area to be benefited by the Project and a plan for financing the Project, a copy of which is on file with the District Clerk; and

WHEREAS, pursuant to A.R.S. § 48-715, as amended, a public hearing on the Report was held on the date hereof, after provision for publication and mailing of notice thereof as provided by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), that:

Section 1. **Definitions.** In this resolution, the following terms shall have the following meanings:

"*Act*" shall mean A.R.S. Title 48, Chapter 4, Article 6, as amended.

"*Board*" shall mean the Board of Directors of the District.

"*Bonds*" shall mean the District's General Obligation Bonds, Series 2024.

"*District*" shall mean Festival Ranch Community Facilities District (City of Buckeye, Arizona).

"*District Clerk*" shall mean the Clerk of the District.

"*Project*" shall mean the acquisition of public infrastructure (as such term is defined in the Act) described in the Report, including particularly the acquisition by the District of the improvements described on Exhibit A hereto.

"*Report*" shall mean the Feasibility Report dated May 7, 2024, pertaining to the Project on file with the District Clerk prior to the date and time hereof, discussing the matters required by A.R.S. § 48-715, as amended, as such matters relate to the Project.

Section 2. Approval of Feasibility Report. Published notice of the public hearing on the Report has been provided by the District Clerk not less than 10 days in advance of the date of the public hearing on the Report and such publication is hereby ratified and approved. The District Clerk has provided the Report and notice of public hearing on the Report to the governing body of the City of Buckeye, Arizona, not less than 10 days in advance of the date of the public hearing. Based on the review by the Board and the presentation of the Report at the public hearing on May 7, 2024, the Report is hereby accepted, adopted and approved in the form submitted to the Board.

Section 3. Resolution of Intent. Pursuant to A.R.S. § 48-715, as amended, the Board hereby identifies the public infrastructure of the Project, the areas benefited, the expected method of financing and the system of providing revenues to operate and maintain the Project, all as identified and provided for in the Report, for any and all purposes of the Act. Any portion of the costs of the Project not financed by the proceeds of the Bonds shall remain eligible to be financed through the sale of future bonds of the District.

Section 4. Preliminary Intent to Issue and Sell Bonds. The Board hereby declares its intent to proceed with the financing of the Project in substantially the manner presented in the Report, and if such financing is consummated, to acquire the Project. Nothing contained in this Resolution shall be construed to limit the Board's sole, unfettered discretion in making its final decision to issue bonds to finance the Project.

[Signatures on following page]

PASSED AND ADOPTED by the Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), on May 7, 2024.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
District Chair

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 04-24 (Festival Ranch), was duly passed by the Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and __ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

EXHIBIT A
TO
RESOLUTION 04-24

[Description of Public Infrastructure]

See following pages.

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure, which has been publicly bid and constructed pursuant to State of Arizona (the "State") statutes and the acquisition of which is to be financed by the Bonds, consists of the following:

Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
1. **Festival Ranch Wastewater Infrastructure Trunk Sewer Lines** - installation of approx. 11,121 linear feet of sewer lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$3,220,619	$3,220,619	$3,220,619	$0	$0
2. **Sun City Festival Phase I Roadways and Landscaping (Canyon Springs, Desert Oasis, Mountain Ridge & Sun Valley Parkway)** - installation of approx. 4,874 linear feet of Arterial Roadway and ROW Landscaping and 5,942 of Collector Roadway and ROW Landscaping including concrete, paving, storm drainage, landscaping, engineering, survey, permits and fees, and other labor, tools, and equipment.	$7,416,732	$7,416,732	$7,416,732	$0	$0
3. **Sun City Festival Phase I Infrastructure Water (Parcel A1, B1, C1 & V1)** - installation of approx. 25,600 linear feet of water lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,841,756	$1,841,756	$1,841,756	$0	$0
4. **Festival Ranch Water Reclamation Facility** - installation of a 1 MG Water Reclamation Facility including engineering, survey, permits and fees, and other labor, tools, and equipment.	$8,966,703	$8,966,703	$8,966,703	$0	$0
5. **Sun City Festival Phase 1 Offsite Sewer (Alignment through Parcels D1, E1, S1 & T1)** - installation of approximately 8,663 linear feet of sewer lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$997,203	$997,203	$997,203	$0	$0
6. **Sun City Festival Water Plant #1, Well #1, Well #2** - installation of 1.2 MG storage tank and booster pumps at Water Plant #1, and the drilling and equipping of Well #1 and Well #2 producing 6,150 GPM, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$6,754,018	$6,754,018	$6,754,018	$0	$0
7. **Festival Foothills Phase I Water Infrastructure Desert Vista Boulevard and Beardsley Parkway (East of CSB)** - installation of approximately 5,400 linear feet of water lines including engineering, survey, permits and fees, and other labor, tools, and equipment.	$418,657	$418,657	$418,657	$0	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
8.	**Festival Foothills Phase I Roadways Desert Vista Blvd & Beardsley Parkway (East of the CSB) -**installation of approximately 1,340 linear feet of Arterial Roadway and 4,050 linear feet of Collector Roadway including grading, concrete, paving, storm drainage, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,383,180	$2,383,180	$2,383,180	$0	$0
9.	**Sun City Festival Phase II Infrastructure Water, Sewer (Phase 1), Storm Drain and reclaimed Waterline Phase I-** installation of approximately 7,782 linear feet of waterlines, 1,596 linear feet of sewer, 15,892 linear feet of reclaimed waterline and 1,361 linear feet of storm drain for Mountain Ridge Boulevard, Desert Oasis Boulevard and Canyon Spring Boulevard including engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,325,837	$2,325,837	$2,325,837	$0	$0
10.	**Sun City Festival Phase II Concrete and Paving Infrastructure to serve Desert Oasis Boulevard and Mountain Ridge Boulevard to serve Parcels D 1-H 1 -** installation of approximately 3,640 linear feet of arterial roadway and 2,100 of collector roadway including paving, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,537,569	$2,537,569	$2,537,569	$0	$0
11.	**Sun City Festival Phase 2 Offsite Sewer** – installation of approximately 6,082 linear feet of 15 inch sewer including engineering, survey, permits and fees, and other labor, tools, and equipment.	$ 781,133	$ 781,133	$781,133	$0	$0
12.	**Desert Vista Boulevard Water Transmission Main –** installation of approximately 3,083 linear feet of water transmission main including engineering, survey, permits and fees, and other labor, tools, and equipment.	$845,216	$ 845,216	$845,216	$0	$0
13.	**Sun City Festival Well # 3 –** equipping of Well #3 including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$1,680,547	$1,680,547	$1,680,547	$0	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
14.	**Sun City Festival Revised Abraham Lane Water Line (Portion within Parcel N1) –** installation of approximately 2,898 linear feet of 12 inch water including the eligible costs for engineering, survey, permit fees, and other required labor, tools and equipment.	$212,935	$212,935	$212,935	$0	$0
15.	**Sun City Festival Phase 2 Infrastructure Phase 3 Water Line and Desert Vista Boulevard Water Line -** installation of approximately 4,048 linear feet 16 inch water and approximately 770 linear feet of 12 inch water including the eligible costs for engineering, survey, permit fees, and other required labor, tools and equipment.	$402,514	$402,514	$334,000	$68,514	$0
16.	**Desert Vista Boulevard, Wagner Complex Drive and Phase II Infrastructure Phase 3 Roadway Concrete, Paving and Landscape Improvements –** installation of approximately 4,209 linear feet of arterial roadway and 3,000 linear feet of collector roadway including concrete, paving and right of way landscaping including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$4,941,129	$4,941,129	$4,941,129	$0	$0
17.	**Sun City Festival – Phase 3 Offsite Sewer –** installation of approximately 3,700 linear feet of 15" ES VCP truck sewer including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$678,358	$678,358	$678,358	$0	$0
18.	**City of Buckeye Firehouse # 705 –** construction of fire station including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$3,351,485	$3,351,485	$3,351,485	$0	$0
19.	**Sun City Festival Water Plant #1 Expansion** – installation of 1.2 MG storage tank and booster pumps at Water Plant #1, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$2,654,932	$2,654,932	$2,654,932	$0	$0
20.	**Sun City Festival Water Well #4** –the drilling, installation and equipping of Well #4 producing an estimated 2,500 GPM, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$5,000,000	[to be determined]	$0	$0	[to be determined]

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
21.	**Festival Ranch Water Reclamation Facility Expansion** - the installation of a 0.5 MGD Water Reclamation Facility Expansion, including the eligible costs for engineering, survey, permit fees, and other required labor, tools, and equipment.	$12,800,000	[to be determined]	$0	$0	[to be determined]
22.	**Festival Ranch Arsenic Treatment Facility** - the installation of a Water Treatment Facility, including the eligible costs for transmission mains, engineering, survey, permit fees, and other required labor, tools, and equipment.	$14,000,000	[to be determined]	$0	$0	[to be determined]
23.	**Sun City Festival Ranch Planning Area 2 Canyon Springs Blvd and Parcel A2 Concrete and Paving Improvements** – installation of approximately 4,400 linear feet of arterial roadway and parcel roadways including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,180,613	$2,180,613	$2,180,613	$0	$0
24.	**Sun City Festival Ranch Planning Area 2 Parcel D2 Concrete and Paving Improvements**– installation of approximately 6,500 linear feet of roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,316,658	$1,316,658	$1,316,658	$0	$0
25.	**Sun City Festival Ranch Planning Area 2 Parcel C2 Concrete and Paving Improvements** – installation of approximately 5,400 linear feet of roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,048,802	$1,048,802	$1,048,802	$0	$0
26.	**Festival Ranch Sun City Festival - Parcel S1 16 inch Waterline** – installation of approximately 1,600 linear feet of waterline including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$300,728	$ 300,728	$300,728	$0	$0

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
27.	**Festival Ranch Sun City Festival - Parcel HH1-1 & HH1-2 Water Transmission Mains** – installation of approximately 2,500 linear feet of water transmission main including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$214,263	$214,263	$214,263	$0	$0
28.	**Sun City Festival Ranch Planning Area 2 Parcel B2 Concrete and Paving Improvements** – installation of approximately 4,600 linear feet of minor collector roadway and parcel roadways including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,271,807	$1,271,807	$616,851	$654,956	$0
29.	**Sun City Festival Ranch Planning Area 1 Parcel Q1 Phase 1 and Phase 2 Concrete and Paving Improvements**– installation of approximately 8,400 linear feet of major collector and parcel roadways including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,212,211	$2,212,211	$0	$2,212,211	$0
30.	**Sun City Festival Ranch Planning Area 1 Parcel T1 Concrete and Paving Improvements** – installation of approximately 5,900 linear feet of parcel roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$756,221	[to be determined] Completed Project Binder not yet prepared	$0	$0	[to be determined]
31.	**Festival Ranch Sun City Festival - Parcel T1 16 inch Waterline** – installation of approximately 2,700 linear feet of waterline including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$524,078	[to be determined] Completed Project Binder not yet prepared	$0	$0	[to be determined]
32.	**Sun City Festival Ranch Planning Area 2 Parcel L2 Concrete and Paving Improvements** – installation of approximately 1,000 linear feet of parcel roadway including concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$456,000	[to be determined] Completed Project Binder not yet repaired	$0	$0	[to be determined]

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
33.	**Festival Ranch Groundwater Recharge Facility** - the installation of a Groundwater Recharge Facility, including the eligible costs for pump station, transmission mains, engineering, survey, permit fees, and other required labor, tools, and equipment.	$3,500,000	[to be determined]	$0	$0	[to be determined]
34.	**Sun City Festival Ranch Planning Area 2 Parcel E2 Infrastructure Sewer Improvements** – installation of approximately 2,599 linear feet of sewer line including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$488,885	[to be determined]	$0	$0	[to be determined]
35.	**Sun City Festival Ranch Planning Area 2 Parcel F2 Concrete and Paving Improvements** – installation of approximately 6,960 linear feet of arterial, collector and parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$3,256,663	[to be determined]	$0	$3,256,663 *(a)*	$0
36.	**Sun City Festival Ranch Planning Area 1 Parcel HH1-3 Infrastructure Water and Well Supply Line Improvements** – installation of approximately 4,800 linear feet of water and well lines including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$424,000	[to be determined]	$0	$0	[to be determined]
37.	**Sun City Festival Ranch Planning Area 2 Parcel K2/N2 Concrete and Paving Improvements –** installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,132,405	[to be determined]	$0	$1,132,405 *(a)*	$0
38.	**Sun City Festival Ranch Planning Area 2 Parcel H2 Phase 1 and 2 Concrete and Paving Improvements –** installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$2,525,056	[to be determined]	$0	$2,524,056 *(a)*	$0
39.	**Sun City Festival Ranch Planning Area 2 Parcel G2/I2 Concrete and Paving Improvements –** installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,686,178	[to be determined]	$0	$381,195 *(a)*	[to be determined]

	Project Descriptions	Total Estimated Costs	Certified Engineer's Costs	Paid by Prior Bonds	To be Paid by Series 2024 Bonds	Eligible for funding from Future Bonds
40.	**Sun City Festival Ranch Planning Area 2 Parcel J2 Concrete and Paving Improvements – installation parcel roadway concrete and paving including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.**	**$657,083**	**[to be determined]**	**$0**	**$0**	**$0**
41.	**Festival Ranch Sun City Festival – Planning Area 2 Kerry Lane and Offsite Water Line Waterline** – installation of approximately 5,000 linear feet of waterline including the eligible costs for design, engineering, survey, permits and fees, and other labor, tools, and equipment.	$1,072,792	[to be determined]	$0	$0	[to be determined]
		$109,234,966*	**$60,955,605***	**$58,019,924**	**$10,230,000***	**$ to be determined***

The Public Infrastructure described above was completed from 2006 to the date of this Report. Proceeds of the Bonds will be used to finance the acquisition of a portion of the Public Infrastructure. Additional portions of public infrastructure have been completed but are awaiting administrative approval by the District before such public infrastructure is eligible for funding from future bonds. Additional public infrastructure as contemplated by the District's formational documents will be constructed in the future.

* *Subject to change.*

(a) Pending certification.

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 2.B. Resolution No. 04-24 Tartesso West CFD GO Bonds Series 2024 - Feasibility Report
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Tartesso West
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) to hold a public hearing and take action on Resolution No. 04-24 accepting and approving the Feasibility Report relating to the acquisition and financing of certain improvements benefitting the District, and declaring its preliminary intention to issue not to exceed $7,375,000 principal amount of General Obligation Bonds to finance the acquisition of certain improvements as described in the Feasibility Report relating to such improvements pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
Tartesso West Community Facilities District Board to approve the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024. The Board of Directors of Tartesso West Community Facilities District (City of Buckeye, Arizona) has caused the Feasibility Report to be prepared, which Feasibility Report is a study of the feasibility and benefits of the project relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District, and which Feasibility Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the project, an estimate of the cost to acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefitted by the project and a plan for financing the project.

BENEFITS:
The proceeds of the proposed general obligation bonds would be used to acquire the public infrastructure described in the Feasibility Report. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base. There is no cost to the City. Should bonds be issued, they will be an obligation of the District and not of the City. The bonds will be payable solely from ad valorem taxes levied against the taxable property of the District.

FUTURE ACTION:
The Board has declared its intent to proceed with the financing of the project in substantially the manner presented in the Feasibility Report and, if such financing is consummated, to acquire the project by issuing general obligation bonds.

FINANCIAL IMPACT STATEMENT:

The proceeds of the Bonds will be applied by the District to finance the acquisition of all or a portion of the public infrastructure listed in section two of the Feasibility Report.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8007

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
NTC - Tartesso West GO 2024 - Notice of Public Hearing re Feasibility Report (001)(3.28.24)(6130526.1).docx
RES 04-24 - Tartesso West CFD GO Bonds Ser 2024 - Resolution of Intention Approving Feasibility Report (006)(4.16.24)(6118431.6).docx
RPT - Tartesso West CFD - GO Bonds 2024 - Feasibility Report (002)(4.15.24)(6139496.2).pdf

NOTICE OF PUBLIC HEARING

TO THE GENERAL PUBLIC AND THE MEMBERS OF THE BOARD OF DIRECTORS OF THE TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA):

NOTICE IS HEREBY GIVEN that the Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) will meet on May 7, 2024, at 5:00 p.m. in the Buckeye City Council Chambers, 530 E. Monroe Avenue, Buckeye, Arizona 85326, to conduct a public hearing on and to consider and review a feasibility report relative to the proposed project to be financed by the issuance of general obligation bonds of the Tartesso West Community Facilities District. A copy of the feasibility report may be reviewed at the office of the District Clerk, 530 E. Monroe Avenue, Buckeye, Arizona 85326.

[*publish not later than April 27, 2024*]

6130526.1

RESOLUTION NO. 04-24 (Tartesso West)

A RESOLUTION OF THE BOARD OF DIRECTORS OF TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), ACCEPTING AND APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; AND DECLARING ITS PRELIMINARY INTENTION TO ISSUE NOT TO EXCEED $7,375,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS TO FINANCE THE ACQUISITION OF CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS PURSUANT TO THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.

WHEREAS, pursuant to Arizona Revised Statutes ("*A.R.S.*") § 48-715, as amended, the Board of Directors of Tartesso West Community Facilities District (City of Buckeye, Arizona) has caused a Report to be prepared, which Report is a study of the feasibility and benefits of the Project (as such terms and all other initially capitalized terms are defined hereinafter) relating to certain public infrastructure (as defined in the Act) provided for in the General Plan of the District to be financed with the proceeds of the sale of general obligation bonds of the District, which Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the Project, an estimate of the cost to acquire, operate and maintain the Project, information concerning the completion of the Project, a map or description of the area to be benefited by the Project and a plan for financing the Project, a copy of which is on file with the District Clerk; and

WHEREAS, pursuant to A.R.S. § 48-715, as amended, a public hearing on the Report was held on the date hereof, after provision for publication and mailing of notice thereof as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Tartesso West Community Facilities District (City of Buckeye, Arizona) as follows:

Section 1. **Definitions.** In this resolution, the following terms shall have the following meanings:

"*Act*" shall mean A.R.S. Title 48, Chapter 4, Article 6, as amended.

"*Board*" shall mean the Board of Directors of the District.

"*Bonds*" shall mean the District's General Obligation Bonds, Series 2024.

"*District*" shall mean Tartesso West Community Facilities District (City of Buckeye, Arizona).

"*District Clerk*" shall mean the Clerk of the District.

"*Project*" shall mean the acquisition of public infrastructure (as such term is defined in the Act) described in the Report, including particularly the acquisition by the District of the improvements described on *Exhibit A* hereto.

"*Report*" shall mean the Feasibility Report dated May 7, 2024, pertaining to the Project on file with the District Clerk prior to the date and time hereof, discussing the matters required by A.R.S. § 48-715, as amended, as such matters relate to the Project.

Section 2. Approval of Feasibility Report. Published notice of the public hearing on the Report has been provided by the District Clerk not less than 10 days in advance of the date of the public hearing on the Report and such publication is hereby ratified and approved. The District Clerk has provided the Report and notice of public hearing on the Report to the governing body of the City of Buckeye, Arizona, not less than 10 days in advance of the date of the public hearing. Based on the review by the Board and the presentation of the Report at the public hearing on May 7, 2024, the Report is hereby accepted, adopted and approved in the form submitted to the Board.

Section 3. Resolution of Intent. Pursuant to A.R.S. § 48-715, as amended, the Board hereby identifies the public infrastructure of the Project, the areas benefited, the expected method of financing and the system of providing revenues to operate and maintain the Project, all as identified and provided for in the Report, for any and all purposes of the Act. Any portion of the costs of the Project not financed by the proceeds of the Bonds shall remain eligible to be financed through the sale of future bonds of the District.

Section 4. Preliminary Intent to Issue and Sell Bonds. The Board hereby declares its intent to proceed with the financing of the Project in substantially the manner presented in the Report, and if such financing is consummated, to acquire the Project. Nothing contained in this Resolution shall be construed to limit the Board's sole, unfettered discretion in making its final decision to issue bonds to finance the Project.

[Signatures on following page]

PASSED AND ADOPTED by the Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona), on May 7, 2024.

TARTESSO WEST COMMUNITY
FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

_____
District Chair

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Tartesso West Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 04-24 (Tartesso West), was duly passed by the Board of Directors of Tartesso West Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

EXHIBIT A
TO
RESOLUTION 04-24

[Description of Public Infrastructure]

See following pages.

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure, which has been publicly bid and constructed pursuant to State statutes and the acquisition of which is to be financed by the Bonds, consists of the following:

	Acquisition Project Description	Total Estimated Cost	Certified Engineer's Costs	To Be Paid By the Bonds (a)	Paid by Prior Bonds	Eligible for Funding From Future Bonds	Acceptance Date (b)
1	**Unit 1 Paving, Concrete and Concrete Structures**	$ 8,535,868	$ 8,535,868	$ -	$ 8,297,500	$ 238,368	09-04-2007
	Projects for Tartesso Unit 1 consist of approximately 98,000 square yards of onsite paving and related curb and gutter; and approximately 79,000 square yards of offsite paving and related curb and gutter. Projects include engineering, survey, permits and fees, and other related costs.						
2	**Unit 1 WSF/Well Site and Unit 2 Well Site**	79,000	79,000	-	79,000	-	10-16-2007
	Projects consist of a Tartesso Unit 1 Well Site and a Tartesso Unit 2 Well Site. Projects include engineering, survey, permits and fees, and other related costs.						
3	**Unit 1 Onsite Sewer, Onsite Water and Storm Drain**	2,978,483	2,978,483	-	2,914,126	64,357	10-16-2007
	Projects for Tartesso Unit 1 include installation of approximately 33,066 linear feet of onsite sewer lines; approximately 30,768 linear feet of onsite water lines; and approximately 21,086 linear feet of offsite water and raw water lines. Projects include engineering, survey, permits and fees, testing and other related costs.						
4	**Unit 2A Paving, Concrete and Concrete Structures**	15,045,756	15,045,756	2,197,638	10,494,002	2,354,116	08-07-2012
	Projects for Tartesso Unit 2A consist of approximately 196,256 square yards of onsite paving and related curb and gutter; and approximately 102,860 square yards of offsite paving and related curb and gutter. Projects include engineering, survey, permits and fees, and other related costs.						
5	**Bruner Rd., Thomas Rd and 303rd Ave - Sewer, Water & Storm (Storm Drain Portion Only)**	108,568	108,568	-	108,568	-	08-07-2012
	Projects consist of approximately 6,560 linear feet of stormwater along Thomas Rd, approximately 2,640 linear feet of storm water improvements along Bruner Rd and an approximately 2,580 linear feet 12" water main offsite along 303rd Ave.						

	Acquisition Project Description	Total Estimated Cost	Certified Engineer's Costs	To Be Paid By the Bonds (a)	Paid by Prior Bonds	Eligible for Funding From Future Bonds	Acceptance Date (b)
6	**Unit 2A Onsite Sewer, Onsite Water & Storm Drain**	$ 6,773,794	$ 6,773,794	$3,190,055	$ 953,018	$ 2,630,721	08-07-2012
	Projects for Tartesso Unit 2A include installation of approximately 55,443 linear feet of onsite sewer lines; approximately 55,740 linear feet of onsite water lines; and approximately 1,356 linear feet of offsite water and raw water lines. Projects include engineering, survey, permits and fees, testing and other related costs.						
7	**Unit 2B Paving, Concrete and Concrete Structures**	14,890,946	14,890,946	1,987,150	-	12,903,796	08-07-2012
	Projects for Tartesso Unit 2B consist of approximately 192,035 square yards of onsite paving and related curb and gutter; and approximately 81,055 square yards of offsite paving and related curb and gutter. Projects include engineering, survey, permits and fees, and other related costs.						
8	**Unit 2B Onsite Sewer, Onsite Water & Storm Drain**	7,338,700	7,338,700	-	-	7,338,700	08-07-2012
	Projects for Tartesso Unit 2B include installation of approximately 56,231 linear feet of onsite sewer lines; approximately 62,533 linear feet of onsite water lines; and approximately 5,682 linear feet of offsite water and raw water lines. Projects include engineering, survey, permits and fees, testing and other related costs.						
9	**Bruner Rd/Thomas Rd Paving & Concrete (Permanent Improvements Only)**	728,235	728,235	-	495,348	232,887	08-07-2012
	Projects consist of approximately 14,412 square yards of Bruner Road ext. paving and related curb and gutter; and approximately 17,701 square yards of paving and related curb and gutter for Thomas Road ext. Tartesso Unit 2. Projects include engineering, survey, permits and fees, testing and other related costs.						
	Totals	**$56,479,350**	**$56,479,350**	**$7,374,843**	**$23,341,562**	**$25,762,945**	

(a) Includes amount(s) estimated to be paid by the Bonds. See also APPENDIX B for additional detail on the Public Infrastructure estimated to be paid by the Bonds, including cost descriptions and map depictions.

(b) Represents the date by which the City accepted the Public Infrastructure and may differ from the date the Original Developer constructed Public Infrastructure.

Proceeds of the Bonds are reasonably expected to be used to finance the acquisition of all or a portion of the Public Infrastructure upon acceptance by the District and the City of such Public Infrastructure pursuant to the terms of the various development agreements among the City, the District and the Developer, and the terms and provisions of all applicable laws, ordinances, codes and rules. All interests in such Public Infrastructure financed by the District will be dedicated or otherwise transferred to the City after acceptance. Additional portions of public infrastructure, as contemplated by the District's formational documents, may be constructed and will be subject to administrative approval by the District before such additional public infrastructure is eligible for funding from future bonds, if any.

FEASIBILITY REPORT

FOR THE ISSUANCE OF

NOT TO EXCEED
$7,375,000 PRINCIPAL AMOUNT

OF

TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

GENERAL OBLIGATION BONDS,
SERIES 2024

Public Hearing Date: May 7, 2024

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SECTION ONE

INTRODUCTION; PURPOSE OF FEASIBILITY REPORT; GENERAL DESCRIPTION OF DISTRICT

INTRODUCTION

This Feasibility Report (this "Report") has been prepared for presentation to the Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "District") in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024 (the "Bonds"), in a principal amount of not to exceed $7,375,000, pursuant to the Community Facilities District Act of 1988, Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("A.R.S.").

PURPOSE OF FEASIBILITY REPORT

This Report has been prepared for consideration of the feasibility and benefits of the Public Infrastructure and Public Infrastructure Purposes (each as defined in A.R.S. Section 48-701) to be financed by the Bonds (together, the "Public Infrastructure") and of the plan for financing such Public Infrastructure in accordance with the provisions of A.R.S. Section 48-715. Pursuant to A.R.S. Section 48-715, this Report includes (i) a description of the Public Infrastructure to be acquired - Section Two; (ii) a map showing, in general, the location of the Public Infrastructure and the area to be benefitted by the Public Infrastructure - Section Three; and (iii) a plan for financing the Public Infrastructure - Section Four.

This Report has been prepared for the consideration of the Board of Directors of the District only. It is not intended or anticipated that this Report will be relied upon by other persons, including, but not limited to, purchasers of the Bonds. This Report does not attempt to address the quality of the Bonds as investments or the likelihood of repayment of the Bonds. In preparing this Report, financial advisors, appraisers, counsel, engineers, District staff, City (as defined herein) staff and other experts have been consulted as deemed appropriate.

GENERAL DESCRIPTION OF THE DISTRICT

Formation of the District was approved by the Town of Buckeye, Arizona (the "Town"), on November 2, 2004, upon the petition by the then-owners of 100% of the property to be included within the proposed District (Stardust Tartesso W12, Inc. Stardust Structured Investments No. 4 L.L.C., Sun Valley Partners, L.L.C., BIF-Buckeye, L.L.C., Rex Maughan and Ruth Maughan (husband and wife) and Cherry Properties, L.L.C.) (collectively, the "Original Owners"), the Mayor and the Council of the City of Buckeye, Arizona (the "City", formerly known as the Town of Buckeye). On September 1, 2016, certain assets and rights of the Original Owners or their successor-in-interest were acquired by Buckeye Tartesso, LLC, an Arizona limited liability company and/or its affiliates (collectively, the "Owner"). The Owner assumed all rights and obligations of the Original Owners under the terms of the Development, Financing Participation and Intergovernmental Agreement No. 1, Tartesso West Community Facilities District (Town of Buckeye, Arizona) dated November 2, 2004 (the "Development Agreement"), between the Original Owners and the City.

The development encompasses approximately 5,554 acres which are being planned and developed as a mixed use, master-planned community called "Tartesso West" (the "Development"). Approximately 5,396 acres of the Development is within the boundaries of the District and approximately 158 acres is excluded from the District.

The Development is located north of McDowell Road, south of Glendale Avenue, east of the Hassayampa River and west of the Sun Valley Parkway. Primary access to the Development is provided by Interstate 10 and the Sun Valley Parkway, which includes a major freeway interchange. At buildout single family residential and multi-family residential units are expected to represent approximately 3,635 acres and 136 acres, respectively, within the Development. Non-residential development will comprise approximately 1,625 acres, inclusive of an estimated 207 acres of various commercial uses and 1,418 acres of (i) rights of way, and (ii) government services such as schools, wastewater treatment facility, public facilities and parks and open space.

The following characterizes at buildout the approximate acreage expected within the District.

Total District	Approximate District Acres
Single Family Residential	3,635
Multi-Family Residential	136
Commercial	207
Non-Residential (a)	1,418
Total	5,396

(a) Includes rights of way, schools, civic uses, wastewater treatment facility, public facilities and common area and neighborhood park and open spaces.

The District was created to assist with financing the acquisition of public infrastructure and public infrastructure purposes, including the Public Infrastructure, within the District. See Section Two for a description of the Public Infrastructure to be financed with a portion of the proceeds of the Bonds. A legal description of the District is included in APPENDIX A. A Map of the District including the location, in general, of the Public Infrastructure, is included in Section Three. The proposed acquisition of the Public Infrastructure as defined in this Report is consistent with the City's and the District's approved General Plan for the Development.

SECTION TWO

DESCRIPTION AND COST OF PUBLIC INFRASTRUCTURE

DESCRIPTION AND COST OF PUBLIC INFRASTRUCTURE

The Public Infrastructure subject to this Report has been publicly bid pursuant to State statutes and District guidelines and will be financed by the Bonds and/or subsequent bond issues and other sources, if necessary. It is expected that the Public Infrastructure listed below will be acquired from the Owner with estimated cost and construction timing as noted.

	Acquisition Project Description	Total Estimated Cost	Certified Engineer's Costs	To Be Paid By the Bonds (a)	Paid by Prior Bonds	Eligible for Funding From Future Bonds	Acceptance Date (b)
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	Totals	**$56,479,350**	**$56,479,350**	**$7,374,843**	**$23,341,562**	**$25,762,945**	

(a) Includes amount(s) estimated to be paid by the Bonds. See also APPENDIX B for additional detail on the Public Infrastructure estimated to be paid by the Bonds, including cost descriptions and map depictions.

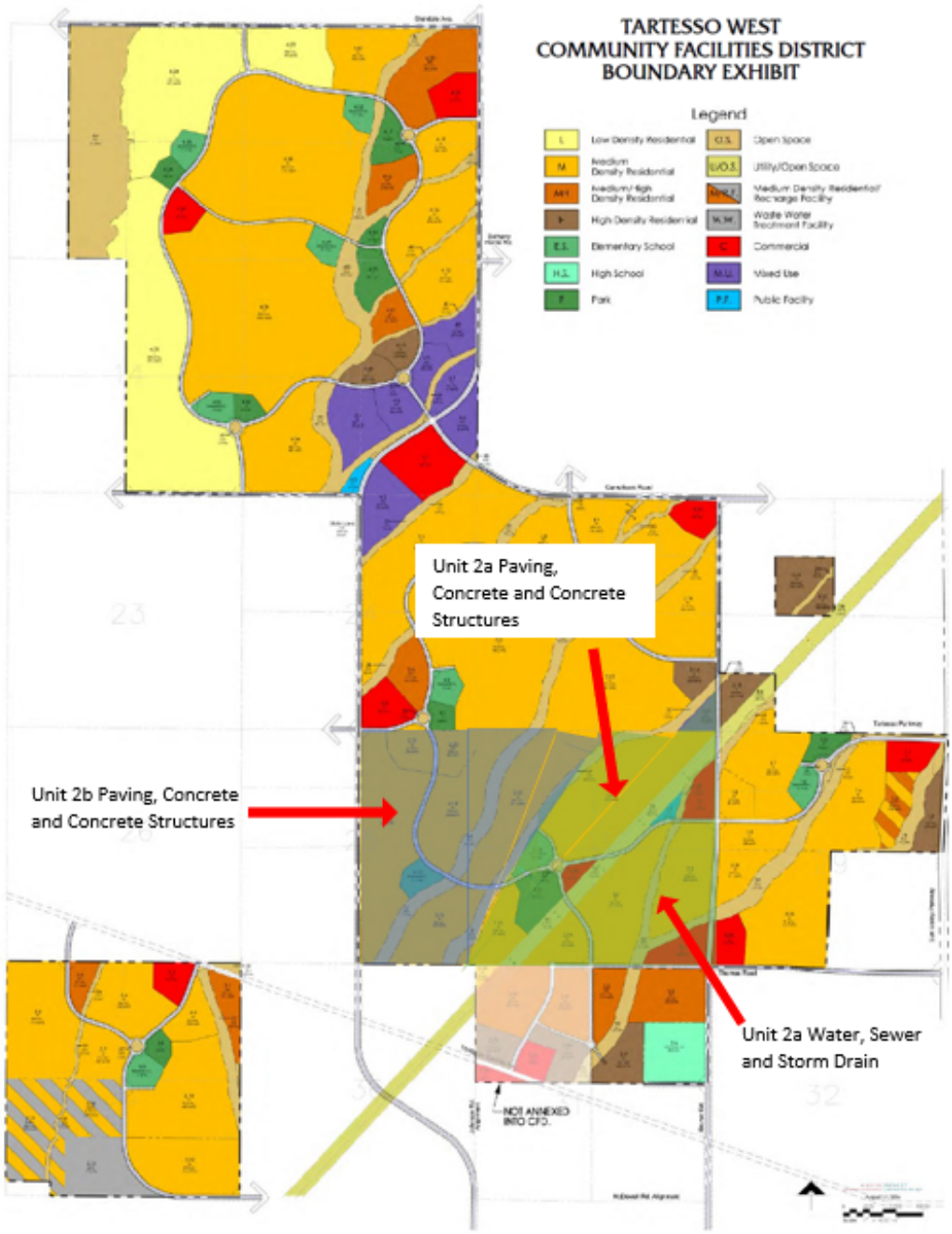
(b) Represents the date by which the City accepted the Public Infrastructure and may differ from the date the Original Developer constructed Public Infrastructure.

Proceeds of the Bonds are reasonably expected to be used to finance the acquisition of all or a portion of the Public Infrastructure upon acceptance by the District and the City of such Public Infrastructure pursuant to the terms of the Development Agreement, and the terms and provisions of all applicable laws, ordinances, codes and rules. All interests in such Public Infrastructure financed by the District will be dedicated or otherwise transferred to the City after acceptance. Additional portions of public infrastructure, as contemplated by the District's formational documents, may be constructed and will be subject to administrative approval by the District before such additional public infrastructure is eligible for funding from future bonds, if any.

SECTION THREE

MAP OF THE DISTRICT

The Public Infrastructure in Context of the District



SECTION FOUR

PLAN OF FINANCE

PLAN OF FINANCE

Below is a financing plan that describes the process for financing a portion of the Public Infrastructure benefiting the property within the District. This Plan of Finance is subject to modification to accommodate market conditions at the time of the actual sale of the Bonds and to the extent necessary to comply with federal and State law.

(i) Formation and Authorization.

In response to a petition by then landowners of 100% of the property, including the Original Developer, to be included in the District (the "Landowners"), the City Council formed the District on November 2, 2004. The Landowners authorized on December 14, 2004, an election of general obligation bonded debt in an amount not to exceed $175,000,000 in aggregate principal amount (the "Election"). The remaining authorization from the Election prior to the closing of the Bonds is $151,000,143. The District has previously issued, in the aggregate original principal amounts, the following series general obligation bonds:

$ 110,000 District General Obligation Bonds, Series 2005;
$8,750,000 District General Obligation Bonds, Series 2007;
$6,430,000 District General Obligation Refunding Bonds, Series 2018;
$7,310,000 General Obligation Bonds, Series 2021; and
$6,960,000 General Obligation Bonds, Series 2022

(ii) Proposed Debt Issuance.

The estimated debt service schedule for the Bonds is included in this section. It is anticipated that the Bonds will be issued in the second half of 2024. The amount shown on the cover of this Report is a not to exceed amount and the actual aggregate principal amount of the Bonds issued may be lower. It is currently estimated that the Bonds will have a final maturity of approximately 23 years and be structured such that, when combined with the debt service of the District's outstanding general obligation bonds, it will result in approximately level aggregate net debt service of $1,650,000 annually. See also the Estimated Debt Service Schedule in this section for additional details of the District's outstanding general obligation bonds debt service and estimated aggregate debt service. The Bonds may be rated by a rating agency based on the potential purchase of a municipal bond insurance policy from a municipal bond insurance company and or may seek a rating from a rating agency.

(iii) Estimated Sources and Uses of Funds.

The proceeds of the Bonds will be applied by the District to finance all or a portion of the Public Infrastructure listed in Section Two of this Report. The estimated sources and uses of funds related to the sale of the Bonds are:

SOURCES*:	
Principal Amount of Bonds	$6,030,000.00
Net Original Premium	70,257.25
Owner Cash Contribution	222,360.00
Total	$6,322,617.25
USES*:	
Cost of Public Infrastructure	$6,058,532.59
Estimated Costs of Issuance (a)	202,860.00
Bond Insurance Premium/Rating (c)	61,224.66
Total	$6,322,617.25

(a) The Owner will pay certain costs of issuance.

* Subject to change.

ESTIMATED COSTS OF ISSUANCE AND BOND INSURANCE PREMIUM/RATING*

Underwriter's Discount	$72,360.00
Underwriter's Counsel	30,000.00
Bond Counsel	40,000.00
Financial Advisor	35,000.00
Registrar & Paying Agent	500.00
Official Statement Preparation & Printing	20,000.00
Bond Insurance Premium/Rating	61,224.66
Miscellaneous	5,000.00
Total	$264,084.66

(iv) District Tax Levy, Tax Rate and Homeowner's Property Tax Obligation.

All Public Infrastructure that may be acquired by the District with any proceeds of the Bonds has been dedicated to and accepted by the City. The costs associated with the operation and maintenance of the Public Infrastructure, as well as the administrative costs, of the District will be provided by a property tax levy of up to $0.30 per $100 of net assessed limited property value to provide for a portion of the administrative, operation and maintenance expenses of the District (the "O&M Tax").

In addition to the O&M Tax, the District will levy an ad valorem property tax to provide for debt service on bonds issued by the District, including the Bonds. Beginning in Fiscal Year 2024/25, the District will cause to be levied an amount up to $1,850,000 annually for each year the Bonds are outstanding (the "Target Levy"). This Target Levy includes approximately a $1,646,170 levy for debt service and a $164,617 levy for the O&M Tax. In Fiscal Year 2024/25, the Target Levy would equate to a combined ad valorem tax rate of $3.30 per $100 of net assessed limited property value on all taxable property within the boundaries of the District. Any general obligation bonds of the District, including the Bonds, are, by law, to be paid from a property tax which is unlimited as to rate or amount.

At a $3.30 tax rate level, the District portion of a tax bill for a homeowner will be approximately†: $35 per month or $420 annually, assuming a home price of $225,000; $55 per month or $660 annually, assuming a home price of $350,000; $75 per month or $900 annually, assuming a home price of $500,000; or $105 per month or $1,260 annually, assuming a home price of $700,000. A.R.S. Section 32-2181 et seq. requires the disclosure of all property taxes to be paid by a homeowner in the Arizona Department of Real Estate Subdivision Public Report (the "Public Report"). Prior to each initial home sale by a homebuilder, each homebuyer must be supplied the Public Report, and the homebuyer must acknowledge by signature that they have read and accepted the Public Report. In addition, each homebuyer will receive a form detailing the existence of the District, the tax rate and its financial impact and receipt of this form will be acknowledged in writing by the homebuyer, and a signed copy will be kept on file with the District Clerk.

(v) Other District Information.

Shown in the following tables are the District's overlapping general obligation bonded indebtedness including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, the portion of such indebtedness applicable to the District, a comparison of net assessed limited property values and tax rates per $100 net assessed limited property value.

* Subject to change.

† Estimated tax liability is calculated using the following assumptions. First, market value is not the same as assessed value. Second, the full cash assessed value is approximately 74% of market value and the limited assessed value is approximately 73% of the full cash value. Third, the tax bill is computed by multiplying the tax rate per $100 of net assessed limited value times the residential assessment ratio of 10%.

OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

Overlapping Jurisdiction	Portion Applicable to The District (a) General Obligation Bonded Debt Outstanding (b)	Approximate Percentage	Net Debt Amount
State of Arizona	None	0.062%	None
Maricopa County	None	0.094	None
Maricopa County Community College District	$ 87,320,000	0.094	$ 81,854
Maricopa County Special Health Care District	574,205,000	0.093	535,278
Western Maricopa Education Center District No. 402	114,930,000	0.247	283,965
Saddle Mountain Unified School District No. 90	45,030,000	5.920	2,665,749
City of Buckeye	None	6.334	None
The District (c)	18,290,000	100.000	18,290,000
Total Direct and Overlapping General Obligation Bonded Debt Outstanding			$21,856,846

(a) Portion applicable to the District is computed on the ratio of the estimated net assessed limited property value as calculated for Fiscal Year 2023/24 for the overlapping jurisdiction to the amount of such valuation which lies within the District. If the assessed value within the District increases at a faster rate than the overlapping jurisdictions, the amount of overlapping debt allocated for payment within the District will increase.

(b) Includes total general obligation bonds outstanding less redemption funds on hand. Does not include authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future. Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April of 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre-feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. As of the date of this Report, the tax levy is limited to 14 cents per $100 of net assessed limited property value, of which 14 cents is currently being levied. (See A.R.S., Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

Does not include the obligation of the Maricopa County Flood Control District (the "County Flood Control District") to contribute $70 to $80 million to the CAP. The County Flood Control District's sole source of revenue to pay the contribution will be ad valorem taxes on real property and improvements.

(c) Does not include the Bonds.

Source: The various entities.

DIRECT AND OVERLAPPING NET ASSESSED LIMITED PROPERTY VALUE AND TOTAL TAX RATES

Overlapping Jurisdiction	2023/24 Net Assessed Limited Property Value	2023/24 Total Tax Rate Per $100 of Net Assessed Limited Property Value (a)(b)	
State of Arizona	$83,026,530,244	None	
Maricopa County	54,722,310,149	$1.2044	
Maricopa County Community College District	54,722,310,149	1.1388	
Maricopa County Fire District Annual Levy	54,722,310,149	0.0081	(c)
Maricopa County Flood Control District	50,354,573,089	0.1536	(d)
Maricopa County Special Health Care District	55,027,363,791	0.2716	
Maricopa County Library District	54,722,310,149	0.0488	
Central Arizona Water Conservation District	55,027,363,791	0.1400	(e)
Western Maricopa Education Center District No. 402	20,761,536,409	0.1807	
Saddle Mountain Unified School District No. 90	866,510,541	3.1939	
City of Buckeye	809,880,823	1.6513	
The District	51,296,895	2.9175	(f)

(a) Represents the combined tax rate including the tax rate for debt service payments and the tax rate for all other purposes such as maintenance and operation and capital outlay.

(b) All levies for library districts, hospital districts, fire districts, technology districts, water conservation districts and flood control districts are levied on the net full cash assessed value.

(c) The County is mandated to levy a tax annually in support of fire districts in the County.

(d) Does not include the personal property assessed valuation within the County.

(e) Includes only the assessed valuation located within the County.

(f) Includes the O&M Tax.

Source: *Abstract by Tax Authority*, the Assessor of the County, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and *Maricopa County 2023 Tax Levy*, Maricopa County – Finance Department.

The full cash, estimated net full cash value and the net assessed limited property value of taxable property within the boundaries of the District for the indicated fiscal years are shown in the table below:

PROPERTY VALUATIONS

Source: Abstract by Tax Authority, Maricopa County Assessor's Office (August dated file for each corresponding year).

Fiscal Year	Full Cash Value	Estimated Net Full Cash Value (a)	Net Assessed Limited Property Value
2024/25(b)	$1,284,945,741	$1,245,539,746	$54,872,352
2023/24	990,898,171	974,762,161	51,296,895
2022/23	703,743,580	692,742,874	44,925,462
2021/22	533,522,867	522,104,414	36,460,440
2020/21	417,944,171	409,905,491	28,377,103
2019/20	306,145,850	298,541,611	20,383,806

(a) Estimated net full cash value is the total market value of the property, or Full Cash Value, within the District less the estimated value of exempt property with the District.

(b) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: *Abstract by Tax Authority*, Maricopa County Assessor's Office (August dated file for each corresponding year).

ESTIMATED DEBT SERVICE SCHEDULE*

Period Ending (July 15)	Outstanding Bonds Principal	Outstanding Bonds Interest	The Bonds* Principal	The Bonds* Interest (a)	Total Combined Debt Service Requirements* (b)
2024	$ 640,000	$702,717			$ 1,342,717
2025	660,000	681,496	$ 80,000	$224,487	1,645,983
2026	680,000	659,604	30,000	275,638	1,645,242
2027	705,000	637,019	25,000	274,138	1,641,156
2028	730,000	613,613	25,000	272,888	1,641,500
2029	755,000	589,410	25,000	271,638	1,641,047
2030	780,000	564,363	30,000	270,388	1,644,750
2031	805,000	538,495	30,000	268,888	1,642,383
2032	830,000	511,760	35,000	267,388	1,644,148
2033	680,000	484,181	215,000	265,638	1,644,819
2034	705,000	458,656	225,000	254,888	1,643,544
2035	730,000	432,131	240,000	243,638	1,645,769
2036	760,000	404,669	245,000	231,638	1,641,306
2037	785,000	376,056	265,000	219,388	1,645,444
2038	820,000	343,444	275,000	206,138	1,644,581
2039	855,000	308,750	290,000	192,388	1,646,138
2040	890,000	272,563	305,000	177,888	1,645,450
2041	925,000	234,900	320,000	162,638	1,642,538
2042	965,000	195,050	335,000	149,038	1,644,088
2043	1,010,000	153,450	345,000	134,800	1,643,250
2044	1,050,000	109,900	365,000	120,138	1,645,038
2045	1,100,000	64,625	375,000	104,625	1,644,250
2046	430,000	17,200	1,110,000	87,750	1,644,950
2047			840,000	37,800	877,800
Total	$18,290,000		$6,030,000		$38,387,897

(a) Interest column reflects total interest payments for each period ending July 15; interest will be paid semi-annually on January 15 and July 15 commencing on July 15, 2025*. Interest is estimated and subject to change based on a variety of economic and market factors.

(b) Totals may not add due to rounding.

* Subject to change.

Reviewed and accepted by:

BUCKEYE TARTESSO, LLC, an Arizona limited liability company

By: Dolphin Land, LLC, a California limited liability company
Its: Manager

By: Dolphin Partners, Inc., a California Corporation
Its: Manager

By: _____
Name: Kevin S. Pitts
Its: CEO

APPENDIX A

LEGAL DESCRIPTION OF THE TARTESSO WEST COMMUNITY FACILITIES DISTRICT

TOWNSHIP 2 NORTH – RANGE 4 WEST

SECTION 18

A portion of the Southwest quarter of Section 18, Township 2 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a 3 1/2" G.L.O. brass cap, found at the Southwest corner of said Section 18;

thence North 00 degrees 20 minutes 38 seconds East, along the West line of the Southwest quarter of said Section 18, a distance of 685.26 feet;

thence South 58 degrees 48 minutes 35 seconds East, a distance of 595.04 feet to a point of curvature, concave Northeasterly, whose radius is 2600.00 feet;

thence Southeasterly, along said curve to the left, through a central angle of 31 degrees 13 minutes 45 seconds, an arc distance of 1417.13 feet, to a point on the South line of the Southwest quarter of said Section 18;

thence South 89 degrees 57 minutes 40 seconds West, along the South line of the Southwest quarter of said Section 18, a distance of 1861.39 feet to a 3 1/2" G.L.O. brass cap, and the TRUE POINT OF BEGINNING.

SECTION 19

All of Section 19, Township 2 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 20

The Southeast quarter of the Northwest quarter and the Southwest quarter of the Southwest quarter of Section 20, Township 2 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 29

The North half and the Southwest quarter of Section 29, Township 2 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 30

All of Section 30, Township 2 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 31

The Northeast quarter of Section 31, Township 2 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

TOWNSHIP 2 NORTH – RANGE 5 WEST

SECTION 11

The East half; and the East half of the West half of Section 11, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 12

All of Section 12, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 13

All of Section 13, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 14

The East half of Section 14, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 24

The East half of Section 24, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 25

The East half of Section 25, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

SECTION 35

The North half and the Southeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The Southeast quarter of Section 35, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

The North half of the Southwest quarter and the North half of the Southwest quarter of the Southwest quarter and the North Half of the South half of the Southwest quarter of quarter of the Southwest quarter of Section 35, Township 2 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

APPENDIX B

DETAILED COSTS AND MAPS OF PUBLIC INFRASTRUCTURE

CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT

Tartesso West Community Facilities District
Unit 2A Paving, Concrete & Concrete Structures

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Tartesso West Community Facilities District (the "*District*"), and the engineer employed by Stardust-Tartesso W12, Inc. (the "*Owner*"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement No. 1 Tartesso West Community Facilities District, dated as of November 2, 2004 (the "*Agreement*"), by and among the District, the Town of Buckeye, Arizona (the "*Municipality*") and the Owner that:

1. The Acquisition Project or Segment indicated above has been performed in substantial accordance with the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the contract(s) (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Project Price or Segment Price as publicly procured and including the cost of approved change orders for such Acquisition Project or Segment is $15,045,755.72.

3. The Owner provided for compliance with the requirements for public procurement for such Acquisition Project or Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes, as amended) or such other applicable law prescribing public procurement requirements in connection with award of the contract(s) for such Acquisition Project or Segment.

4. The Owner filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Acquisition Project or Segment with the Municipality.

5. The Owner obtained good and sufficient performance and payment bonds in connection with such contract(s) as were required by the Agreement.

DATED AND SEALED THIS 16th DAY OF APRIL, 2008

By _____
District Engineer

[P.E. SEAL]

By _____
Engineer for the Owner

[P.E. SEAL]

Registered Professional Engineer (Civil)
CERTIFICATE NO. 35921
WILLIAM D. ROBERTS
Date Signed 04-07-08
ARIZONA, U.S.A.

Confirmed for purposes of Sections 1.5, 2.3, 3.2 of the Development Agreement by

_____
District Manager, Tartesso West Community Facilities District

TARTESSO UNIT 2A
PAVING, CONCRETE & CONCRETE STRUCTURES SUMMARY

3.24.08

Item	Quantity	Unit	Unit Price	Total	CFD	N/A
Paving--Offsite						
Re-Establish Subgrade	104,225	SY	0.85	88,591.25	88,591.25	
Build Medians	1	LS	55,000.00	55,000.00	55,000.00	
4" AC on 12" ABC	99,185	SY	26.15	2,593,687.75	2,593,687.75	
3" AC on 10" ABC	2,920	SY	21.10	61,612.00	61,612.00	
2.5" AC on 6" ABC	1,070	SY	16.30	17,441.00	17,441.00	
Decorative Pavement	900	SY	172.00	154,800.00	154,800.00	
Survey Monument Type "A"	3	EA	330.00	990.00	990.00	
Survey Monument Type "B"	34	EA	115.00	3,910.00	3,910.00	
Manhole Adjustments	29	EA	375.00	10,875.00	10,875.00	
Valve Adjustments	69	EA	340.00	23,460.00	23,460.00	
Firehydrant Marker	21	EA	20.00	420.00	420.00	
Thickened Edge "A"	1,185	LF	6.00	7,110.00	7,110.00	
Remove Barricade	235	LF	5.15	1,210.25	1,210.25	
Sawcut Asphalt	285	LF	1.85	527.25	527.25	
Remove Asphalt	50	SY	5.15	257.50	257.50	
Barricade Type "B"	470	LF	50.00	23,500.00	23,500.00	
Striping	1	LS	55,000.00	55,000.00	55,000.00	
Signage	1	LS	86,181.00	86,181.00	86,181.00	
Less 2% Discount				(63,691.46)	(63,691.46)	
			Subtotal	3,120,881.54	3,120,881.54	-
Paving--Onsite						
Re-Establish Subgrade	188,805	SY	0.85	160,484.25	160,484.25	
2.5" AC on 6" ABC	188,805	SY	16.30	3,077,521.50	3,077,521.50	
Survey Monument Type "B"	308	EA	115.00	35,420.00	35,420.00	
Street Sign Base	108	EA	225.00	24,300.00	24,300.00	
Street Name Sign	216	EA	125.00	27,000.00	27,000.00	
Stop Sign	76	EA	165.00	12,540.00	12,540.00	
Manhole Adjustments	317	EA	375.00	118,875.00	118,875.00	
Valve Adjustments	287	EA	340.00	97,580.00	97,580.00	
Firehydrant Marker	121	EA	20.00	2,420.00	2,420.00	
Less 2% Discount				(71,122.81)	(71,122.81)	
			Subtotal	3,485,017.94	3,485,017.94	-
Concrete--Offsite						
6" Vertical Curb & Gutter MAG 220A	49,260	LF	10.50	517,230.00	517,230.00	
Single Curb	210	LF	15.90	3,339.00	3,339.00	
6' to 8' Meandering Sidewalk	108,425	SF	2.60	281,905.00	281,905.00	
Sidewalk Ramp MAG 231 Modified	34	EA	525.00	17,850.00	17,850.00	
Sidewalk Ramp COP 1235-1 Modified	9	EA	525.00	4,725.00	4,725.00	
Driveway COP 1255 TH=9"	2,170	SF	6.80	14,756.00	14,756.00	
Valley Gutter and Aprons MAG 240	5,030	SF	8.50	42,755.00	42,755.00	
Catch Basin COP 1569-2 M-1	21	EA	3,900.00	81,900.00	81,900.00	
Catch Basin COP 1569 Double M-2	3	EA	7,100.00	21,300.00	21,300.00	
Catch Basin MAG 535 "F"	3	EA	3,800.00	11,400.00	11,400.00	
Scupper B=3	1	EA	3,500.00	3,500.00	3,500.00	
Scupper Spillway	305	SF	8.60	2,623.00	2,623.00	
Plain Rip-Rap TH=12"	1,530	SF	4.35	6,655.50	6,655.50	
Plain Rip-Rap TH=30"	1,620	SF	10.40	16,848.00	16,848.00	
Headwall Modified w/Trash Rack & Safety Rail	16	EA	9,850.00	157,600.00	157,600.00	
Parkway Grading	1	LS	36,000.00	36,000.00	36,000.00	
Less 2% Discount				(24,407.73)	(24,407.73)	
			Subtotal	1,195,978.77	1,195,978.77	-
Concrete--Onsite						
4"/6" Vertical Curb & Gutter MAG 220A	26,940	LF	12.10	325,974.00	325,974.00	
4" Roll Curb & Gutter MAG 220C	83,290	LF	7.75	645,497.50	645,497.50	
5' Curb Transitions MAG 221	470	EA	30.00	14,100.00	14,100.00	
Sidewalk MAG 230	453,220	EA	2.60	1,178,372.00	1,178,372.00	
Sidewalk Ramp MAG 231 Modified	164	EA	525.00	86,100.00	86,100.00	
Sidewalk Ramp COP 1235	30	EA	525.00	15,750.00	15,750.00	
Sidewalk Ramp COP 1236	54	EA	525.00	28,350.00	28,350.00	
Driveway Ramp	1,050	SF	5.60	5,880.00	5,880.00	
SW/DW Ramp 1244	756	SF	5.60	4,233.60	4,233.60	
Valley Gutter and Aprons MAG 240	20,800	SF	8.50	176,800.00	176,800.00	
Catch Basin 535 F Modified	1	EA	3,600.00	3,600.00	3,600.00	
Catch Basin COP 1569-1 Single Wing	121	EA	4,100.00	496,100.00	496,100.00	
Catch Basin COP 1569-1 Double Wing	20	EA	5,800.00	116,000.00	116,000.00	
Headwall Modified w/ Trash Rack & Rail	38	EA	10,500.00	399,000.00	399,000.00	
Scupper B=1	1	EA	2,500.00	2,500.00	2,500.00	
Scupper B=3	1	EA	4,100.00	4,100.00	4,100.00	
Scupper B=5	1	EA	4,500.00	4,500.00	4,500.00	
Scupper Spillway	1,410	SF	7.35	10,363.50	10,363.50	
Parkway Grading	1	EA	68,000.00	68,000.00	68,000.00	
Less 2% Discount				(71,704.41)	(71,704.41)	
			Subtotal	3,513,516.19	3,513,516.19	-
Subtotal Paving & Concrete				11,315,394.44	11,315,394.44	-

TARTESSO UNIT 2A
PAVING, CONCRETE & CONCRETE STRUCTURES SUMMARY

3.24.08

Item		Quanity	Unit	Unit Price	Total	CFD	N/A
Sales Tax (4.095%)					463,365.39	463,365.39	
Performance Bond					117,787.61	117,787.61	
Total Paving & Concrete Contract					11,896,547.44	11,896,547.44	-
Change Orders:							
CO # 1	Clean up basin Parcel 2.3/2.9				4,429.24		4,429.24
CO # 2	Track out rock on Tartesso Parkway				1,609.99		1,609.99
CO # 3	Remove Pond Liner				2,040.26		2,040.26
CO # 4	Clean up basin 2.4/2.8				1,332.42		1,332.42
CO # 5	Install track out rock				1,412.78		1,412.78
CO # 6	Dig for Surveyors/Replace ABC				5,074.63		5,074.63
CO # 7	Install /Knockdown track out rock				1,287.99		1,287.99
CO # 8	Repair rain damage Parcel 2.13				2,123.54		2,123.54
CO # 9	Final Walk Repairs				51,115.64		51,115.64
CO # 10	Asphalt Material Price Increase				115,941.07	115,941.07	
CO # 11	Haul off pond liner				1,020.13		1,020.13
CO # 12	Clean up basins				1,603.06		1,603.06
CO # 13	Temporary Fire Station Parking Lot				13,319.47		13,319.47
CO # 14	Temp Paving and Striping for home closings				16,283.90		16,283.90
CO # 15	Burn & Patch gouges				12,358.68		12,358.68
CO # 16	Parcel 2.8 Repairs				12,113.54		12,113.54
CO # 17	Remove and haul off Temp Pavement				1,962.19		1,962.19
CO # 18	Clean up basins				1,873.71		1,873.71
CO # 19	Clean and repair streets				1,686.34		1,686.34
CO # 20	3" Sleeves Future Traffic Light				9,847.70	9,847.70	
CO # 21	Final Walk Repairs				4,559.36		4,559.36
CO # 22	Asphalt Material Price Increase				23,866.05	23,866.05	
CO # 23	Final Walk Repairs				4,378.03		4,378.03
CO # 24	Final Walk Repairs				13,718.37		13,718.37
CO # 25	Final Walk Repairs				2,991.90		2,991.90
CO # 26	Final Walk Repairs				1,825.83		1,825.83
CO # 27	Final Walk Repairs				7,466.42		7,466.42
CO # 28	Final Walk Repairs				2,317.68		2,317.68
CO # 29	Final Walk Repairs				6,205.62		6,205.62
CO # 30	Final Walk Repairs				1,486.48		1,486.48
CO # 31	Final Walk Repairs				2,707.51		2,707.51
CO # 32	Pump Water off Thomas Road				999.31		999.31
CO # 33	Handrail/Trash Rack Credit - painting				(5,907.39)		(5,907.39)
CO # 34	Re-establish Berm grades				9,118.72		9,118.72
CO # 35	Re-establish Berm grades				9,717.27		9,717.27
CO # 36	Catch Basin Parcel 2.11 Wellsite				3,955.61	3,955.61	
CO # 37	Prepare Subgrade for Gunite				5,995.87		5,995.87
CO # 38	Rebuild Restroom Pad to Grade				1,072.18		1,072.18
CO # 39	Clean up basins				1,873.71		1,873.71
CO # 40	Final Walk Repairs				18,977.25		18,977.25
CO # 41	Additional Catch Basin & Headwall				12,595.50	12,595.50	
CO # 42	Final Walk Repairs				1,149.00		1,149.00
CO # 43	Final Walk Repairs				1,805.42		1,805.42
CO # 44	Additional Headwalls				32,165.36	32,165.36	
CO # 45	Re-Install Street Signs				239.42		239.42
CO # 46	Remove unbilled items from contract				(42,792.88)	(42,792.88)	
			Subtotal Change Orders		380,923.88	155,578.41	225,345.47
Total Paving & Concrete Including Change Orders					12,277,471.32	12,052,125.85	225,345.47

TARTESSO UNIT 2A
PAVING, CONCRETE & CONCRETE STRUCTURES SUMMARY

3.24.08

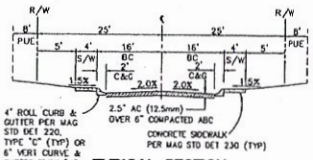
Item	Quanity	Unit	Unit Price	Total	CFD	N/A
Concrete Structures						
12' x 5' 7-Barrel Box Culvert; Thomas Road	1	EA	211,836.00	211,836.00	211,836.00	
12' x 5' 3-Barrel Box Culvert; Tartesso Parkway	1	EA	210,249.00	210,249.00	210,249.00	
8' x 8' Box Culvert; Tartesso Parkway Sta. 105+79.06	1	EA	136,251.00	136,251.00	136,251.00	
8' x 8' Box Culvert; 303rd Avenue Sta. 50+00	1	EA	127,925.00	127,925.00	127,925.00	
8' x 8' Box Culvert; Tartesso Parkway Sta. 72+50	1	EA	121,904.00	121,904.00	121,904.00	
12' x 4' 6-Barrel Box Culvert; Bruner Road	1	EA	394,041.00	394,041.00	394,041.00	
12' x 4' 4-Barrel Box Culvert; Bruner Road	1	EA	314,942.00	314,942.00	314,942.00	
Install 4" Thick Gunite	4,120	SF	4.00	16,480.00	16,480.00	
Install Rip-Rap	2,542	SF	5.00	12,710.00	12,710.00	
Install 18" x 9" Single Curb	229	LF	48.00	10,992.00	10,992.00	
Install Pedestrian Ramp Footing at 303rd Avenue Pedestrian Box Culvert	1	LS	16,000.00	16,000.00	16,000.00	
			Subtotal	1,573,330.00	1,573,330.00	-
Sales Tax (4.095%)				64,428.00	64,428.00	
Performance/Payment Bond				16,378.00	16,378.00	
Total Concrete Structures Contract				1,654,136.00	1,654,136.00	-
Change Orders:						
CO # 1 Add Masonry Ramp Wall Handrail				23,675.80	23,675.80	
CO # 2 Headwall Fix				8,712.75		8,712.75
CO # 3 Deduct from Original Contract				(41,827.45)	(41,827.45)	
			Subtotal Change Orders	(9,438.90)	(18,151.65)	8,712.75
Total Concrete Structures Including Change Orders				1,644,697.10	1,635,984.35	8,712.75
Additional Costs						
Zoning & Legal Fees				36,970.00	36,970.00	-
Preliminary Engineering Services (DEA Change Order No. 1)				251,950.00	51,121.00	200,829.00
Civil Engineering Services (DEA Change Order No. 2)				922,450.00	439,820.55	482,629.45
Roadway Width Modification (DEA Change Order No. 4)				57,721.00	57,721.00	
Construction Staking/As-builts				761,800.00	338,180.23	423,619.77
Town of Buckeye Permits				240,458.74	240,458.74	
Geotechnical/ Material Testing				193,374.00	193,374.00	
Subtotal Additional Costs				2,464,723.74	1,357,645.52	1,107,078.22
TOTAL COSTS				16,386,892.16	15,045,755.72	1,341,136.44

ESTIMATED QUANTITIES

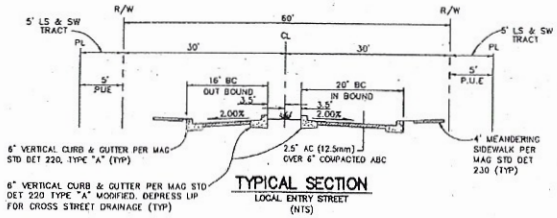
PAVING	TOTAL	UNITS
SURVEY MONUMENT	314	EA
PAVEMENT	198,256	SY
4" ROLL CURB	98008	LF
4" VERT CURB & GUTTER	5384	LF
6" VERT CURB & GUTTER (MOD)	1228	LF
6" VERT CURB & GUTTER	21268	LF
CONCRETE SIDEWALK	504664	SF
S/W RAMP @ RETURN	196	EA
S/W RAMP TEE RAMP	88	EA
CONCRETE VALLEY GUTTER	23824	SF
PVMT MARKER FOR HYDRANT	174	EA
MANHOLE ADJUSTMENT	286	EA
VALVE ADJUSTMENT	318	EA
STREET SIGN BASE	108	EA

STORM DRAIN		
18" HDPE	5610	LF
24" HDPE	5946	LF
30" HDPE	1536	LF
36" HDPE	2800	LF
42" HDPE	338	LF
18" RGRCP	2846	LF
24" RGRCP	1236	LF
30" RGRCP	1512	LF
36" RGRCP	312	LF
42" RGRCP	360	LF
CATCH BASIN	172	EA
MAG 535 CATCH BASIN	2	EA
STORM DRAIN MANHOLE	130	EA
SINGLE CONCRETE HEADWALL	34	EA
DOUBLE CONCRETE HEADWALL	12	EA
4' SCUPPER OPENING	7	EA
CONCRETE SPILLWAY	789	SF

QUANTITIES ARE PROVIDED FOR PERMITTING PURPOSES ONLY



TYPICAL SECTION
LOCAL STREET
(NTS)



TYPICAL SECTION
LOCAL ENTRY STREET
(NTS)

INDEX MAP

INDEX MAP LEGEND

- # — INDICATES SHEET NUMBER
- INDICATES MATCH LINE
- PARCEL BOUNDARY LINE
- 10 — PARCEL NUMBER
- PROJECT BOUNDARY LINE

LEGEND

- MATCH LINE
- INDICATES CHANGE IN GRADE
- INDICATES DIRECTION OF FLOW
- SLOPE INDICATOR
- RIP-RAP
- FINISHED GRADE ELEVATION
- STREET LIGHT (HIC)
- DWSE
- 1144 — PROPOSED CONTOUR

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

DATE	REVISION	BY
10/6/05	ADDED SCUPPER+SPILLWAY QUANTITY	JCF

DAVID EVANS AND ASSOCIATES INC.
2111 East Highland Avenue, Suite 200
Phoenix, Arizona 85016
Phone: 602.678.5151

TARTESSO
UNIT 2A
TOWN OF BUCKEYE, AZ

ON-SITE PAVING PLANS
INDEX MAP

SECTION: 25/30	TWNSHP: 2N	RANGE: 4W	
DESIGN BY: JCF		DATE: 07/05	
CHECKED BY: JGU		PLOTTED BY: TLHW	
JOB NO.: STAR0000-0119		SHEET 2 OF 92	

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ESTIMATED QUANTITIES

PAVING		UNITS
SURVEY MONUMENT TYPE A	33	EA
SURVEY MONUMENT TYPE B	2	EA
LOCAL ENTRY PAVEMENT	1,199	SY
COLLECTOR PAVEMENT	2,906	SY
ARTERIAL PAVEMENT	96,181	SY
9" THICK CLASS "A" CONCRETE	1,470	LF
6" VERT. CURB & GUTTER	47,044	LF
6" MOUNTABLE CURB	785	LF
SIDEWALK	109,664	SF
VALLEY GUTTER	5,968	SF
MANHOLE ADJUST	31	EA
VALVE ADJUST	58	EA
REFLECTIVE PVMT MARKER	24	EA
STREET SIGN BASE	9	EA
S/W RAMP – MAG 231 RETURN	34	EA
S/W RAMP – COP P1235-1	7	EA
BARRICADE	445	LF
DECORATIVE PAVEMENT	7,723	SF
DRIVEWAY ENTRANCE	1,313	SF
3" PVC CONDUIT	8,958	LF
NO. 7 PULL BOX MODOT STD DET 4711	15	EA
STORM DRAIN		
18" HDPE	522	LF
24" HDPE	200	LF
18" RGRCP, CL III	684	LF
24" RGRCP, CL III	179	LF
18" RGRCP, CL IV	122	LF
42" RGRCP, CL IV	158	LF
CATCH BASIN, NO WING	4	EA
CATCH BASIN, SINGLE WING	18	EA
CATCH BASIN, DOUBLE WING	3	EA
CATCH BASIN, MAG 535	3	EA
CONCRETE HEADWALL	17	EA
CONC ARCH CULVERT COMPLETE	10	EA
CONC BOX CULVERT COMPLETE	10	EA
6" DIA. RIP-RAP	1,756	SF
GUNITE	5,919	SF
SCUPPER	1	EA

QUANTITIES ARE PROVIDED FOR PERMITTING PURPOSES ONLY.

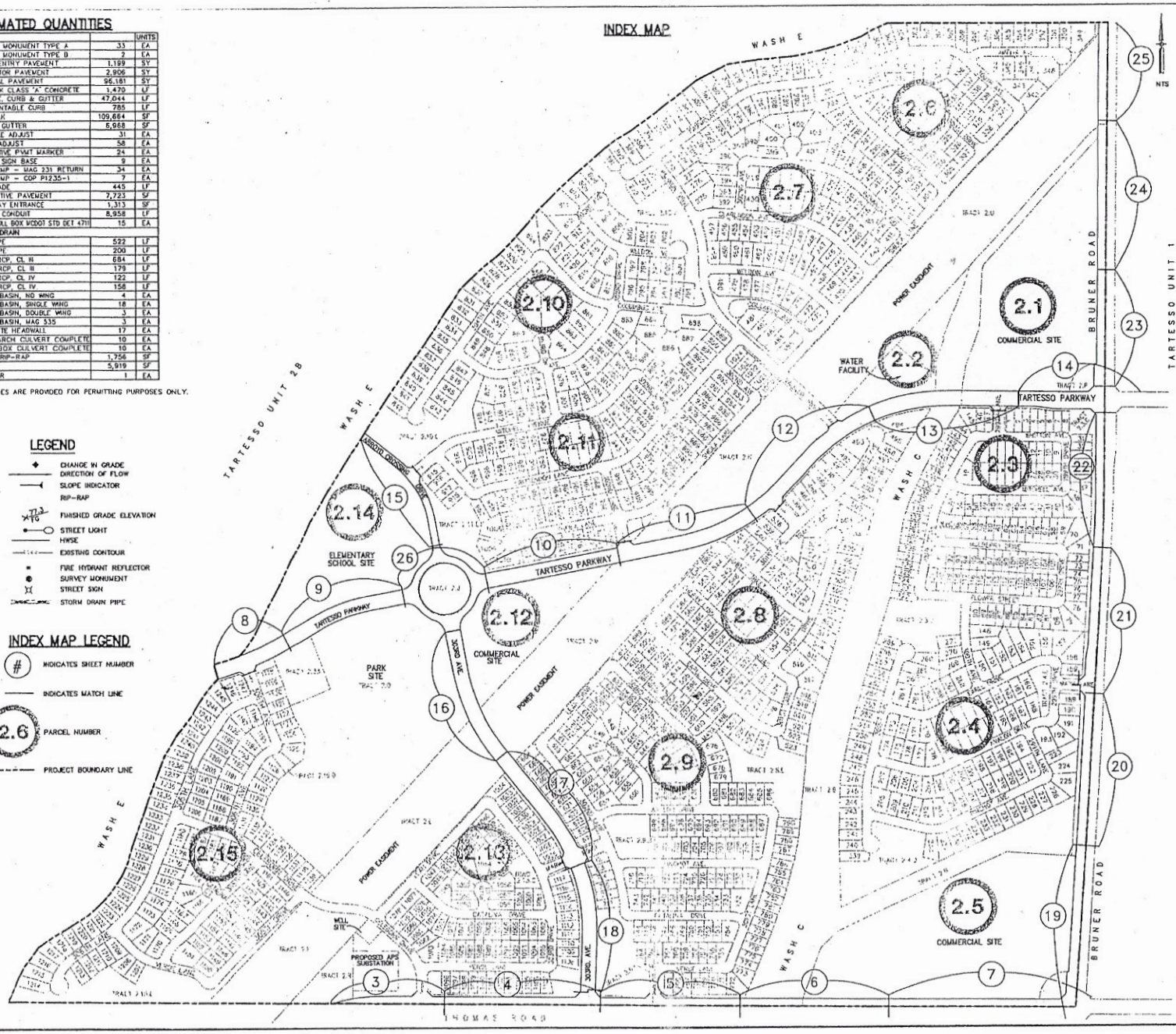
LEGEND

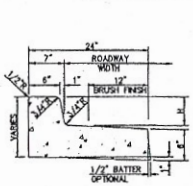
- CHANGE IN GRADE
- DIRECTION OF FLOW
- SLOPE INDICATOR
- RIP-RAP
- FINISHED GRADE ELEVATION
- STREET LIGHT
- HWSE
- EXISTING CONTOUR
- FIRE HYDRANT REFLECTOR
- SURVEY MONUMENT
- STREET SIGN
- STORM DRAIN PIPE

INDEX MAP LEGEND

- (#) INDICATES SHEET NUMBER
- INDICATES MATCH LINE
- (2.6) PARCEL NUMBER
- PROJECT BOUNDARY LINE

INDEX MAP



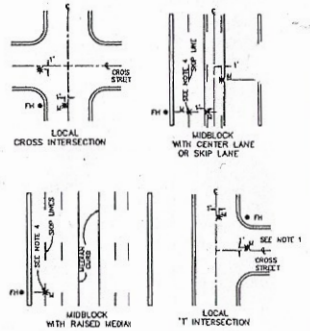


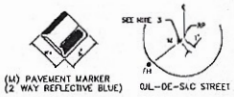
NOTES: (TYPE A)

1. ALL EXPOSED SURFACES TO BE TROWEL FINISHED EXCEPT AS SHOWN. SEE SECT. 340.
2. H=6" OR AS SPECIFIED ON PLANS
3. CONTRACTION JOINT SPACING 10' MAXIMUM.
4. EXPANSION JOINTS AS PER SECT. 340.
5. CLASS "B" CONCRETE PER 725.

MODIFIED CURB AND GUTTER (TYPE A) MAG STD DET 220

MODIFIED DEPRESSED LIP FOR CROSS STREET DRAINAGE
NTS





NOTE:
1. NOT REQUIRED ON DEAD END STREETS WITHOUT HYDRANTS.
2. PLACE ON HYDRANT SIDE OF THE CENTERLINE.
3. NOT REQUIRED WHEN OJL-DC-SJC IS LESS THAN 250'
4. TO BE PLACED IN LINE WITH SKIP LINE.
5. PLACE ON GUTTER OR ADJACENT TO CURB.
6. PLACE ON TOP OF CURB. (THIS LOCATION OPTIONAL)

PAVEMENT MARKERS SHALL NOT BE PLACED WITHIN ONE FOOT OF A PAINT LINE (CENTER TI CENTER)

PAVEMENT MARKERS FOR HYDRANTS

(NO SCALE)

DATE	REVISION	BY

DAVID EVANS AND ASSOCIATES INC.
2141 East Highland Avenue, Suite 200
Phoenix, Arizona 85016
Phone: 602.678.5151

TARTESSO UNIT 2A
TOWN OF BUCKEYE, AZ

OFF-SITE PAVING PLANS QUANTITIES AND INDEX MAP

SECTION: 25/30	TWNSHP. 2N	RANGE: 4W	
DESIGN BY: DJ		DATE: 07/05	
CHECKED BY: DJ		PLOTTED BY: DJ	
JOB NO.: STAR0010-0119		SHEET 2 OF 33	

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CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT

Tartesso West Community Facilities District
Unit 2A Onsite Sewer, Onsite Water < 12", Offsite Water < 12" & Storm Drain

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Tartesso West Community Facilities District (the "*District*"), and the engineer employed by Tartesso 1261, L.L.C. (the "*Owner*"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement No. 1 Tartesso West Community Facilities District, dated as of November 2, 2004 (the "*Agreement*"), by and among the District, the Town of Buckeye, Arizona (the "*Municipality*") and the Owner that:

1. The Acquisition Project or Segment indicated above has been performed in substantial accordance with the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the contract(s) (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Project Price or Segment Price as publicly procured and including the cost of approved change orders for such Acquisition Project or Segment is $ 6,773,794.17.

3. The Owner provided for compliance with the requirements for public procurement for such Acquisition Project or Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes, as amended) or such other applicable law prescribing public procurement requirements in connection with award of the contract(s) for such Acquisition Project or Segment.

4. The Owner filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Acquisition Project or Segment with the Municipality.

5. The Owner obtained good and sufficient performance and payment bonds in connection with such contract(s) as were required by the Agreement.

DATED AND SEALED THIS 2nd DAY OF May, 2012.

By _____
District Engineer

Registered Professional Engineer (Civil)
CERTIFICATE NO
23227
DAVID W.
GEORGE
Date Signed
ARIZONA, U.S.A.

EXP. 12-31-2013

[P.E. SEAL]

By _____ 4-13-2012
Engineer for the Owner

Confirmed for purposes of Sections 1.5, 2.3, 3.2 of the Development Agreement by

_____
District Manager, Tartesso West Community Facilities District

TARTESSO UNIT 2A
ONSITE SEWER, ONSITE WATER <12", OFFSITE WATER <12" & STORM DRAIN
UNIVERSAL UNDERGROUND, INC. CONTRACT SUMMARY

Item	Quanity	Unit	Unit Price	Total
Original Contract:				
Onsite Sewer:				
6" PVC Sewer	330	LF	12.00	3,960.00
8" PVC Sewer	50,134	LF	14.75	739,476.50
10" PVC Sewer (SDR 35)	4,398	LF	19.00	83,562.00
10" PVC Sewer (C 900)	581	LF	21.00	12,201.00
4' Diameter Manhole	196	EA	2,500.00	490,000.00
5' Diameter Manhole	34	EA	5,800.00	197,200.00
Cleanout	9	EA	572.00	5,148.00
4" Sewer Service	1,228	EA	355.00	435,940.00
Concrete Sewer Encasement	665	LF	40.00	26,600.00
Concrete Trench Cap	123	SF	50.00	6,150.00
Plug	1	EA	450.00	450.00
4' Diameter Manole w/Lining	8	EA	4,300.00	34,400.00
10" Connections	2	EA	450.00	900.00
8" Connections	3	EA	425.00	1,275.00
Sewer Drop Connection	2	EA	1,500.00	3,000.00
Concrete Collar	5	EA	950.00	4,750.00
Subtotal				2,045,012.50
Onsite Water < 12"				
8" PVC Water Line	41,900	LF	14.50	607,550.00
8" DIP Water Line	13,840	LF	25.00	346,000.00
Valve	135	EA	925.00	124,875.00
Plug	3	EA	550.00	1,650.00
Water Service	1,248	EA	350.00	436,800.00
Fire Hydrant	124	EA	2,400.00	297,600.00
1" Landscape Service	4	EA	350.00	1,400.00
1.5" Landscape Service	3	EA	550.00	1,650.00
2" Landscape Service	5	EA	850.00	4,250.00
Concrete Encasement	42	LF	40.00	1,680.00
8" Connections	8	LF	550.00	4,400.00
8" Vertical Realignment	76	LF	1,800.00	136,800.00
Subtotal				1,964,655.00
Offsite Water < 12"				
8" DIP Water Line	671	LF	25.00	16,775.00
8" PVC Water Line	685	LF	14.50	9,932.50
2" Water Service	6	EA	850.00	5,100.00
1.5" Water Service	1	EA	700.00	700.00
1" Water Service	3	EA	350.00	1,050.00
8" Valve, Box & Cover	16	EA	925.00	14,800.00
Firehydrant Assembly Complete	23	EA	4,100.00	94,300.00
Firehydrant Assembly Complete w/ Tan Outlet	4	EA	13,295.00	53,180.00
Waterline Connections	8	EA	850.00	6,800.00
Blow-Offs	22	EA	950.00	20,900.00
Subtotal				223,537.50
Storm Drain				

18" HDPE	6,733	LF	30.00	201,990.00
24" HDPE	4,228	LF	38.50	162,778.00
30" HDPE	1,641	LF	53.50	87,793.50
36" HDPE	1,809	LF	64.00	115,776.00
42" HDPE	167	LF	83.00	13,861.00
Sloped End Pipe Section	-	LF	-	-
18" RGRCP Class IV	2,083	LF	42.00	87,486.00
24" RGRCP Class IV	946	LF	49.00	46,354.00
30" RGRCP Class IV	497	LF	59.00	29,323.00
36" RGRCP Class IV	187	LF	74.00	13,838.00
42" RGRCP Class IV	448	LF	90.00	40,320.00
6" PVC	1,200	LF	12.00	14,400.00
Storm Drain Manholes	88	EA	2,350.00	206,800.00
Subtotal				1,020,719.50
Combined Subtotal Before Change Orders				5,253,924.50
Sales Tax--Onsite Sewer				83,743.26
Sales Tax--Onsite Water <12"				80,452.62
Sales Tax--Offsite Water <12"				9,153.86
Sales Tax--Storm Drain				41,798.46
Performance/Payment Bond				78,808.87
Total Excluding Change Orders				5,547,881.57
Change Orders:				
Change Order No. 999				
Offsite Water Tax Credit (Prorated)	1	LS	(2,723.60)	(2,723.60)
Onsite Water Tax Credit	1	LS	(22,185.95)	(22,185.95)
Storm Drain Tax Credit	1	LS	(14,999.56)	(14,999.56)
Total--Change Order No. 999				(39,909.11)
Change Order No. 1				
8" C-900 (Material Only)	34,460	LF	3.08	106,136.80
French Drain Complete	56	EA	2,800.00	156,800.00
Percolation Well	7	EA	1,800.00	12,600.00
18" HDPE	306	EA	34.00	10,404.00
30" HDPE	62	EA	60.00	3,720.00
42" HDPE	268	EA	95.00	25,460.00
30" RGRCP Class IV	54	LF	70.80	3,823.20
18" Collar	1	EA	350.00	350.00
18" RCP Sloped End Section	2	EA	750.00	1,500.00
Storm Drain Manhole	1	EA	2,350.00	2,350.00
36" HDPE	35	LF	73.50	2,572.50
18" RGRCP Class IV	559	LF	44.00	24,596.00
24" RGRCP Class IV	270	LF	53.00	14,310.00
30" RGRCP Class IV	867	LF	65.00	56,355.00
36" RGRCP Class IV	73	LF	82.00	5,986.00
42" RGRCP Class IV	426	LF	102.00	43,452.00
Manhole	4	EA	2,350.00	9,400.00
18" HDPE	(550)	EA	30.00	(16,500.00)
24" HDPE	(392)	EA	38.50	(15,092.00)
30" HDPE	(649)	EA	53.50	(34,721.50)
42" HDPE	(167)	EA	83.00	(13,861.00)
Sales Tax	1	LS	16,365.30	614.25
Total--Change Order No. 1				400,255.25
Change Order No. 3				
42" RGRCP Class 5	298	LF	113.00	33,674.00
Remove 107 LF of 18" RGRCP Class 4	1	LS	2,140.00	2,140.00
18" RGRCP Class 5	107	LF	55.00	5,885.00
18" RGRCP Class 5	100	LF	55.00	5,500.00

Remove 70 LF of 36" RGRCP Class IV	1	LS	1,750.00	1,750.00
36" RGRCP Class V	70	LF	97.00	6,790.00
12" HDPE	130	LF	30.00	3,900.00
18" HDPE	185	LF	35.00	6,475.00
24" HDPE	65	LF	43.50	2,827.05
30" HDPE	(268)	LF	53.50	(14,338.00)
18" RGRCP Class IV	(100)	LF	42.00	(4,200.00)
Sales Tax	1	LS	2,064.01	2,064.01
Total--Change Order No. 3				52,467.06
TOTAL				**5,960,694.77**

TARTESSO WEST
UNIT 2A ONSITE SEWER, ONSITE WATER < 12", OFFSITE WATER < 12" & STORM DRAIN
INVOICE DETAIL

DESCRIPTION	VENDOR	CHECK #	INVOICE #	AMOUNT	CODE SUBTOTALS
Zoning and Platting Costs					137,337.40
Plan Review Fees (132 Sheets)	Town of Buckeye	222	N/A	33,000.00	
Plan Review Fees (40% Allocation)	Town of Buckeye	555	13254	400.00	
Permit Fee--(Onsite Sewer, Onsite Water, Offsite Water 40% Allocation)		760	N/A	74,167.51	
Plan Review Fees	Town of Buckeye	831	14220	425.00	
Plan Review Fees	Town of Buckeye	831	14329	250.00	
Permit Fee (Storm Drain)	Town of Buckeye	905	N/A	20,414.39	
Plan Review Fees (40% Allocation)	Town of Buckeye	1226	15590	1,190.00	
Plan Review Fees	Town of Buckeye	1755	17326	340.00	
Plan Review Fees	Town of Buckeye	1755	17474	1,351.50	
Plan Review Fees	Town of Buckeye	1755	17623	85.00	
Plan Review Fees (40% Allocation)	Town of Buckeye	2200	19651	34.00	
Plan Review Fees	Town of Buckeye	2200	19856	4,165.00	
Plan Review Fees	Town of Buckeye	2200	19857	637.50	
Plan Review Fees	Town of Buckeye	2200	19667	127.50	
Plan Review Fees	Town of Buckeye	2297	20349	350.00	
Plan Review Fees	Town of Buckeye	2297	20484	340.00	
Plan Review Fees	Town of Buckeye	2468	21344	60.00	
Engineering					220,726.00
Engineering--Allocation	David Evans and Associates			220,726.00	
Field Engineering					455,036.00
Construction Staking--Allocation	David Evans and Associates			296,629.00	
Construction Staking Extras--Allocation	David Evans and Associates			49,770.00	
Material Testing--Allocation	Construction Inspection & Testing			108,637.00	
Sewer					2,159,430.94
Prorated Bond Cost	Universal Underground, Inc.	811	41734	30,675.19	
Sales Tax	Universal Underground, Inc.	Various	Various	83,743.26	
Onsite Sewer--Contract Amounts	Universal Underground, Inc.	811	41734	442,684.69	
Onsite Sewer--Contract Amounts	Universal Underground, Inc.	892	41755	547,655.61	
Onsite Sewer--Contract Amounts	Universal Underground, Inc.	951	41774	386,836.88	
Onsite Sewer--Contract Amounts	Universal Underground, Inc.	992	41798	367,247.25	
Onsite Sewer--Contract Amounts	Universal Underground, Inc.	1208	41870	96,086.81	
Onsite Sewer--Retention (50%)	Universal Underground, Inc.	1388	41889R	102,250.63	
Onsite Sewer--Retention (50%)	Universal Underground, Inc.	2104	41915RET	102,250.62	
Onsite Sewer--CO #999--Applied Tax Credit	Universal Underground, Inc.			-	
Onsite Water < 12"					2,158,528.30
Prorated Bond Cost	Universal Underground, Inc.	811	41734	29,469.83	
Sales Tax	Universal Underground, Inc.	Various	Various	80,452.62	
Onsite Water--Contract Amounts	Universal Underground, Inc.	951	41774	884,094.75	
Onsite Water--Contract Amounts	Universal Underground, Inc.	992	41798	353,637.90	
Onsite Water--Contract Amounts	Universal Underground, Inc.	1058	41826	265,228.42	
Onsite Water--Contract Amounts	Universal Underground, Inc.	1178	41862	12,708.00	
Onsite Water--Contract Amounts	Universal Underground, Inc.	1208	41870	164,110.95	
Onsite Water--Contract Amounts	Universal Underground, Inc.	1256	41881	88,409.48	
Onsite Water--CO #1	Universal Underground, Inc.	1388	41894	76,418.50	
Onsite Water--Retention (50%)	Universal Underground, Inc.	1388	41889R	98,232.75	
Onsite Water--CO #1	Universal Underground, Inc.	1480	41899	9,552.31	
Onsite Water--CO #1	Universal Underground, Inc.	1537	41908	9,552.31	
Onsite Water--CO #1 Retention (50%)	Universal Underground, Inc.	1597	41908R	5,306.84	
Onsite Water--Retention (50%)	Universal Underground, Inc.	2104	41915RET	98,232.75	
Onsite Water--CO #1 Retention (50%)	Universal Underground, Inc.	2104	41915RET	5,306.84	
Onsite Water--CO #999--Applied Tax Credit	Universal Underground, Inc.			(22,185.95)	
Offsite Water < 12"					233,320.82
Prorated Bond Cost	Universal Underground, Inc.	811	41734	3,353.06	
Sales Tax	Universal Underground, Inc.	Various	Various	9,153.86	
Offsite Water--Contract Amounts	Universal Underground, Inc.	951	41774	88,126.87	
Offsite Water--Contract Amounts	Universal Underground, Inc.	992	41798	32,583.37	
Offsite Water--Contract Amounts	Universal Underground, Inc.	1058	41826	30,177.57	
Offsite Water--Contract Amounts	Universal Underground, Inc.	1117	41847	20,118.37	
Offsite Water--Contract Amounts	Universal Underground, Inc.	1178	41862	18,871.88	

UNIT 2A ONSITE SEWER, ONSITE WATER < 12", OFFSITE WATER < 12" & STORM DRAIN

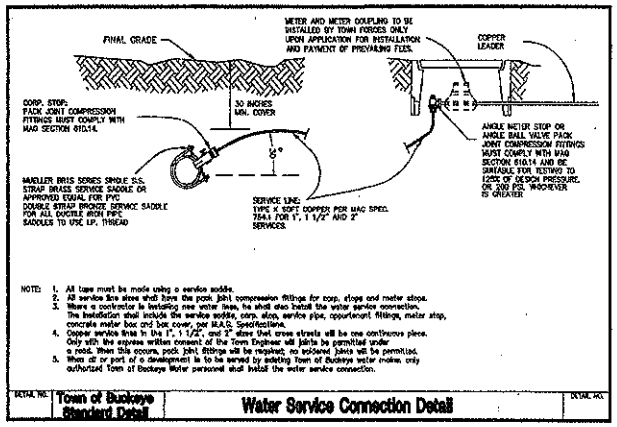
Offsite Water--Contract Amounts	Universal Underground, Inc.	1208	41870	7,282.01
Offsite Water--Contract Amounts	Universal Underground, Inc.	1256	41881	4,023.67
Offsite Water--Retention (50%)	Universal Underground, Inc.	1388	41889R	11,176.88
Offsite Water--Retention (50%)	Universal Underground, Inc.	2104	41915RET	11,176.88
Offsite Water--CO #999--Applied Tax Credit	Universal Underground, Inc.			(2,723.60)

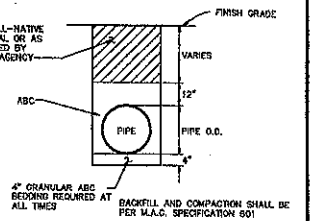
Storm Drain					1,409,414.71
Prorated Bond Cost	Universal Underground, Inc.	811	41734	15,310.79	
Sales Tax	Universal Underground, Inc.	Various	Various	41,798.46	
Storm Drain--Contract Amounts	Universal Underground, Inc.	951	41774	261,989.32	
Storm Drain--Contract Amounts	Universal Underground, Inc.	992	41798	98,667.23	
Storm Drain--Contract Amounts	Universal Underground, Inc.	1058	41826	229,661.90	
Storm Drain--Contract Amounts	Universal Underground, Inc.	1178	41862	39,466.88	
Storm Drain--Contract Amounts	Universal Underground, Inc.	1208	41870	105,132.72	
Storm Drain--Contract Amounts	Universal Underground, Inc.	1256	41881	137,797.13	
Storm Drain--Contract Amounts	Universal Underground, Inc.	1353	41889	45,932.37	
Storm Drain--CO #1	Universal Underground, Inc.	1388	41894	294,118.45	
Storm Drain--Retention (50%)	Universal Underground, Inc.	1388	41889R	51,035.98	
Storm Drain--CO #1	Universal Underground, Inc.	1480	41899	-	
Storm Drain--CO #1	Universal Underground, Inc.	1537	41908	-	
Storm Drain--CO #1 Retention (50%)	Universal Underground, Inc.	1597	41908R	-	
Storm Drain--Retention (50%)	Universal Underground, Inc.	2104	41915RET	51,035.98	
Storm Drain--CO #1 Retention (50%)	Universal Underground, Inc.	2104	41915RET	-	
Storm Drain--CO #3	Universal Underground, Inc.	2309	41953	52,467.06	
Storm Drain--CO #999--Applied Tax Credit	Universal Underground, Inc.			(14,999.56)	

TOTAL	**6,773,794.17**

ABBREVIATIONS

BC	BACK OF CURB
BCR	BEGIN CURB RETURN
BRG	BEARING
BSL	BUILDING SETBACK LINE
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CL	CENTER LINE
CO	CLEAN OUT
D/W	DRIVEWAY
DWSE	DESIGN WATER SURFACE ELEVATION
E	ELECTRIC
ECR	END CURB RETURN
ELEV	ELEVATION
EL	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
FC	FACE OF CURB
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
G	GUTTER ELEVATION
GB	GRADE BREAK
HC	HOUSE CONNECTION
HDWL	HEADWALL
INV	INVERT
IRR	IRRIGATION
LF	LINEAR FEET
LT	LEFT OF CENTER LINE
MH	MANHOLE
NG	NATURAL GROUND
P	PAVING ELEVATION
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVE
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PUE	PUBLIC UTILITY EASEMENT
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
RT	RIGHT OF CENTER LINE
R/W	RIGHT-OF-WAY
S	SANITARY SEWER
SD	STORM DRAIN
SF	SQUARE FEET
S/W	SIDEWALK
SY	SQUARE YARD
T	TELEPHONE
TC	TOP OF CURB
TOP	TOP OF PIPE
W	WATER
WS	WATER SERVICE
VC	VERTICAL CURVE
VG	VALLEY GUTTER



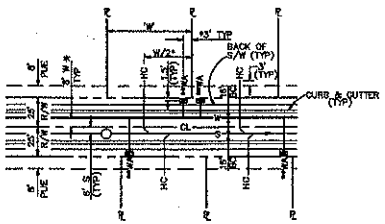


PIPE TRENCH DETAIL

ESTIMATED QUANTITIES

WATER	QTY	UNITS
8" WATER LINE (PVC)	45130	LF
8" WATER LINE (DIP)	10416	LF
VALVE	138	EA
PLUG	4	EA
WATER SERVICE	1263	EA
REDUCER	16	EA
FIRE HYDRANT	125	EA
1" LS SERVICE	4	EA
1-1/2" LS SERVICE	3	EA
2" LS SERVICE	5	EA
CONCRETE ENCASEMENT	42	LF

QUANTITIES ARE PROVIDED FOR PERMITTING PURPOSES ONLY.



TYPICAL SERVICE LOCATIONS

* EXCEPT AS OTHERWISE NOTED ON PLANS
(NO SCALE)

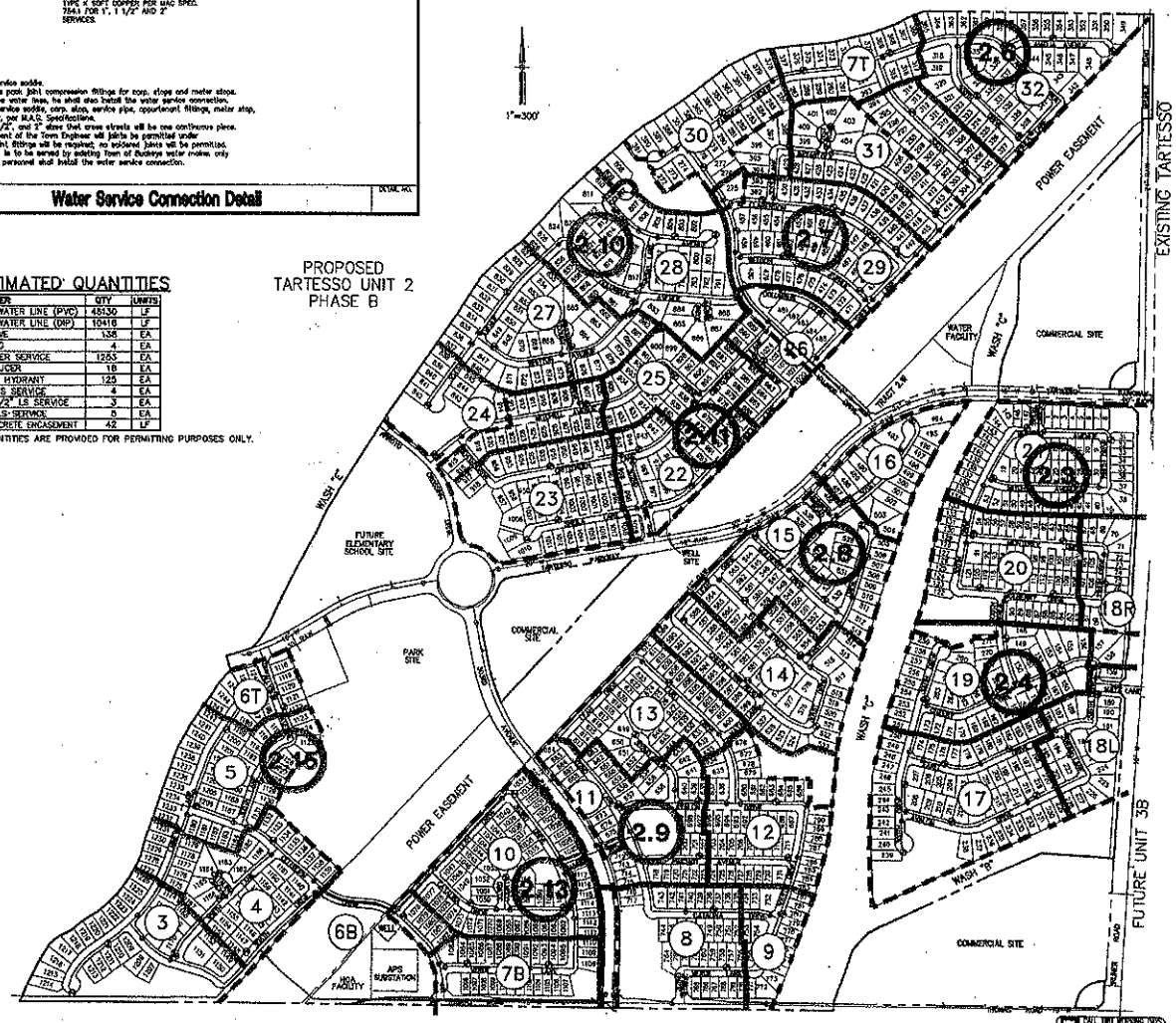
**WATER SERVICE STATION IS AT POINT OF CONNECTION TO WATER MAIN.

NOTE: ALL TAP STATIONS SHOWN ON THESE PLANS ARE MEANT TO SHOW LOCATION OF THE TAP ON THE MAIN AND NEVER MEANT TO INDICATE METER BOX LOCATIONS. THIS WILL ALSO BE TRUE ON ASBUILT PLANS.

LEGEND

- WA 0+00 — WATER SERVICE STATION LOCATION
- WATER METER
- SEWER HOUSE CONNECTION
- SEWER MANHOLE
- FIRE HYDRANT
- FIRE HYDRANT REFLECTOR
- WATER VALVE
- REDUCER
- STORM DRAIN PIPE
- WATER LINE (PVC)
- WATER LINE (DI)
- SEWER LINE
- INDICATES MATCH LINE

NOTE: ALL WATER 8" UNLESS OTHERWISE NOTED



INDEX MAP

INDEX MAP LEGEND

- # — INDICATES SHEET NUMBER
- INDICATES MATCH LINE
- PARCEL BOUNDARY LINE
- 1.3 — PARCEL NUMBER
- PROJECT BOUNDARY LINE
- 12" WATER MAIN

CALL 1 BUSINESS DAYS BEFORE YOU DIG 602-263-1100 1-800-STAKE-IT (OUTSIDE MARICOPA COUNTY)

DATE	REVISION	BY

DAVID EVANS AND ASSOCIATES INC.
2141 East Highland Avenue, Suite 200
Phoenix, Arizona 85016
Phone: 602.678.6151

TARTESSO UNIT 2A
TOWN OF BUCKEYE, AZ

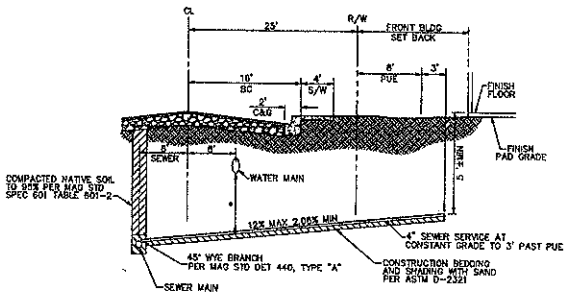
ONSITE WATER PLANS
INDEX MAP

SECTION: 25/30	TWNSHP: 2N	RANGE: 4W	
DESIGN BY: JCF		DATE: 06/2005	
CHECKED BY: JGV		PLOTTED BY: TLHW	
JOB NO.: STAR0000-0119	SHEET 2 OF 34		

K:\STAR0000-0119\STAR0119-2A\dwg\Sheets\Water\STAR0119-2A5WI002.dwg Thu

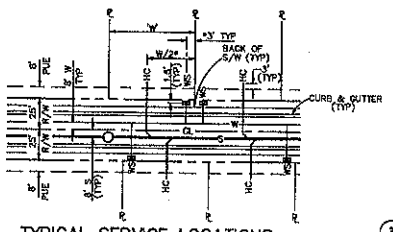
ABBREVIATIONS

BC	BACK OF CURB	LF	LINEAR FEET
BCR	BEGIN CURB RETURN	LT	LEFT OF CENTER LINE
BRG	BEARING	MH	MANHOLE
BSL	BUILDING SETBACK LINE	NG	NATURAL GROUND
BVC	BEGIN VERTICAL CURVE	P	PAVING ELEVATION
CB	CATCH BASIN	PC	POINT OF CURVATURE
CL	CENTER LINE	PCC	POINT OF COMPOUND CURVE
CO	CLEAN OUT	PP	POWER POLE
D/W	DRIVEWAY	PRC	POINT OF REVERSE CURVE
DWSE	DESIGN WATER SURFACE ELEVATION	PT	POINT OF TANGENT
E	ELECTRIC	PUE	PUBLIC UTILITY EASEMENT
EOR	END CURB RETURN	PVI	POINT OF VERTICAL INTERSECTION
ELEV	ELEVATION	PVMT	PAVEMENT
EL	ELEVATION	RT	RIGHT OF CENTER LINE
EP	EDGE OF PAVEMENT	R/W	RIGHT-OF-WAY
EVC	END VERTICAL CURVE	S	SANITARY SEWER
FC	FACE OF CURB	SD	STORM DRAIN
FF	FINISH FLOOR	SF	SQUARE FEET
FG	FINISH GRADE	S/W	SIDEWALK
FH	FIRE HYDRANT	SY	SQUARE YARD
FL	FLOW LINE	T	TELEPHONE
G	GUTTER ELEVATION	TC	TOP OF CURB
GB	GRADE BREAK	TOP	TOP OF PIPE
HC	HOUSE CONNECTION	W	WATER
HDWL	HEADWALL	WS	WATER SERVICE
INV	INVERT	VC	VERTICAL CURVE
IRR	IRRIGATION	VG	VALLEY GUTTER



NOTE:
PROVIDE A MINIMUM SEPARATION BETWEEN WATER LINE AND SEWER SERVICE OF AT LEAST 1'.

BUCKEYE DEEP TRENCH DETAIL
4" SERVICE FOR SEWER MAINS GREATER THAN OR EQUAL TO 10' DEEP
(919)



TYPICAL SERVICE LOCATIONS
(NO SCALE)

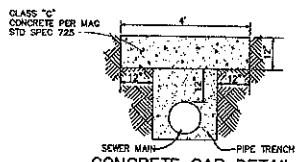
* EXCEPT AS OTHERWISE NOTED ON PLANS

NOTE: SANITARY SEWER CONNECTIONS STATION LABELS REPRESENT THE INTERSECTION OF THE MAIN LINE AND SERVICE

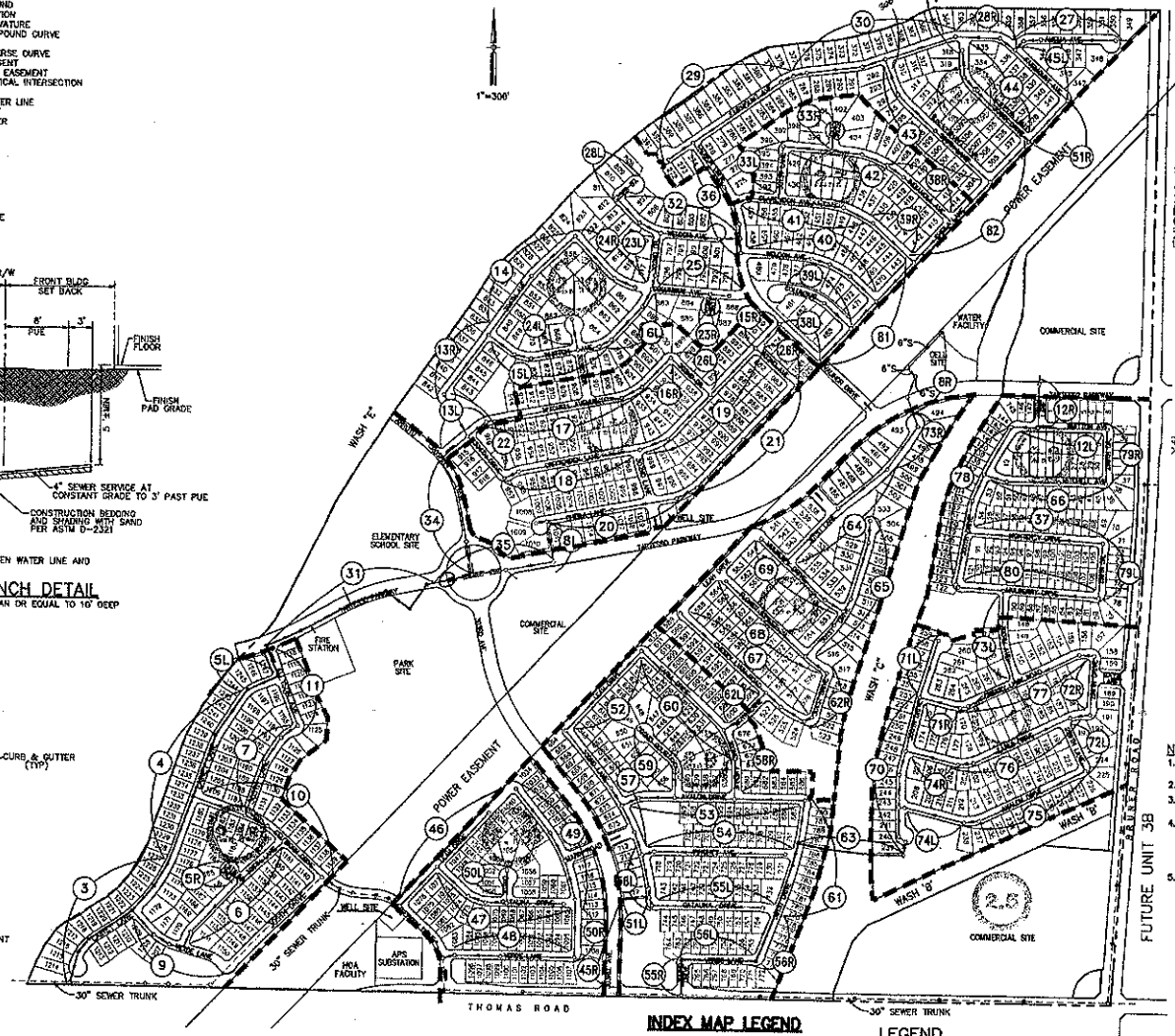
ESTIMATED QUANTITIES

WATER	TOTAL	UNITS
6" SEWER LINE	327	LF
8" SEWER LINE	49,756	LF
10" SEWER LINE (SDR-35)	4,702	LF
10" SEWER LINE (C900)	561	LF
4' DIA MANHOLE	201	EA
5' DIA MANHOLE	37	EA
CLEANOUT	8	EA
4" SEWER SERVICE	1124	EA
4" SEWER SERVICE ≥ 10'	104	EA
CONC. SEWER ENCASEMENT	755	LF
CONCRETE TRENCH CAP	465	SF
PLUG	4	EA

QUANTITIES ARE PROVIDED FOR PERMITTING PURPOSES ONLY.



CONCRETE CAP DETAIL
NTS



INDEX MAP LEGEND

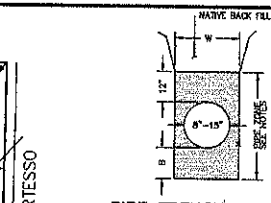
- INDICATES SHEET NUMBER
- PARCEL BOUNDARY LINE
- PARCEL NUMBER
- PROJECT BOUNDARY LINE
- 10" SEWER MAIN

LEGEND

- WATER SERVICE
- HC 0+00 SEWER SERVICE STATION LOCATION
- SEWER HOUSE CONNECTION
- SEWER CLEANOUT
- SEWER MANHOLE
- FIRE HYDRANT
- FIRE HYDRANT REFLECTOR
- WATER VALVE
- REDUCER
- STORM DRAIN PIPE
- WATER LINE
- SEWER LINE

NOTE: ALL SEWER 8" UNLESS OTHERWISE NOTED

CALL 602-263-1100 BEFORE YOU DIG 1-800-STAKE-IT (OUTSIDE MARICOPA COUNTY)

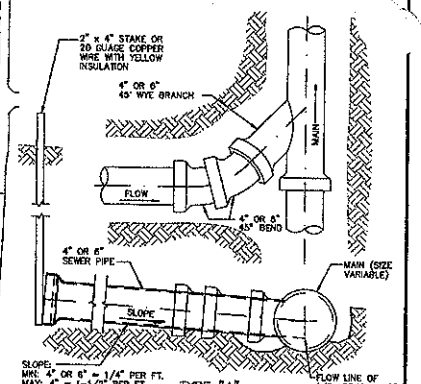


PIPE TRENCH DETAIL C
NTS

W= TRENCH WIDTH PER MAG SPECIFICATIONS AND DETAILS. PIPE MANUFACTURER TO VERIFY.

B= BEDDING SHALL BE A MINIMUM OF 4" FOR COVER DEPTHS LESS THAN 15' AND 12" FOR COVER DEPTHS GREATER THAN 15' (UNLESS PIPE MANUFACTURER REQUIRES MORE BEDDING FOR LARGER DIAMETER PIPES).

NOTE: PIPE ZONE BACK FILL SHALL BE EITHER ABC PER MAG STANDARD DETAILS AND SPECIFICATIONS OR CLEAN SAND ASTM 2321. THE PIPE MANUFACTURER SHALL APPROVE ALL BACK FILL MATERIAL USED.



SEWER BUILDING CONNECTIONS
PER MAG STD DET 440 (MODIFIED)
NTS

NOTES:
1. CONSTRUCTION DETAIL APPLIES WHERE CONTRACTOR BUILDS HOUSE CONNECTION. TAP EXTENDS TO PROPERTY LINE IN ALLEYS OR STREETS OR TO EASEMENT LINE.
2. SIZE OF TAP SHALL BE DESIGNATED ON PLANS.
3. CONSTRUCT TAP AT MINIMUM SLOPE IF COVER WILL BE LESS THAN 5' AT PROPERTY LINE.
4. ALL FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D-2321. THE CONTRACTOR MAY VARY FROM THE DRAWING TO USE THE APPROPRIATE WYE, TEE-WYES AND BENDS TO ENSURE NO MISALIGNMENT OF THE PIPE AND FIT; BLOCK OR BRACE FITTINGS JOINTS TO ENSURE ZERO DEGREES ANGULAR JOIN DIRECTION.
5. END OF TAP TO BE SEALED AND MARKED AS NOTED.

DATE	REVISION	BY

DAVID EVANS AND ASSOCIATES INC.
2141 East Highland Avenue, Suite 200
Phoenix, Arizona 85016
Phone: 602.678.6151

TARTESSO UNIT 2A
TOWN OF BUCKEYE, AZ

ONSITE SEWER PLANS INDEX MAP

DESIGN BY:	JCP	DATE:	6/05
CHECKED BY:	JGW	PLOTTED BY:	Gama
JOB NO.: STAR0000-0119		SHEET 2 OF 82	

N:\STARO000-0119\STAR0119-2A\dwg\Sheets\SEWER\STAR0119-2ASiteA002.dwg Gama Jun 13, 2005 10:51:57am

CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT

Tartesso West Community Facilities District
Unit 2B Paving, Concrete & Concrete Structures

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Tartesso West Community Facilities District (the "*District*"), and the engineer employed by Tartesso 1261, L.L.C. (the "*Owner*"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement No. 1 Tartesso West Community Facilities District, dated as of November 2, 2004 (the "*Agreement*"), by and among the District, the Town of Buckeye, Arizona (the "*Municipality*") and the Owner that:

1. The Acquisition Project or Segment indicated above has been performed in substantial accordance with the Plans and Specifications (as such term and all of the other initially capitalized terms in this Certificate are defined in the Agreement) and the contract(s) (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Project Price or Segment Price as publicly procured and including the cost of approved change orders for such Acquisition Project or Segment is $ 14,890,946.17 .

3. The Owner provided for compliance with the requirements for public procurement for such Acquisition Project or Segment as required by the Agreement (including, particularly but not by way of limitation, Title 34, Chapter 2, Article 1, Arizona Revised Statutes, as amended) or such other applicable law prescribing public procurement requirements in connection with award of the contract(s) for such Acquisition Project or Segment.

4. The Owner filed all construction plans, specifications, contract documents, and supporting engineering data for the construction or installation of such Acquisition Project or Segment with the Municipality.

5. The Owner obtained good and sufficient performance and payment bonds in connection with such contract(s) as were required by the Agreement.

DATED AND SEALED THIS 2nd DAY OF May, 2012.

By _____
District Engineer

[P.E. SEAL]

[P.E. SEAL]

Registered Professional Engineer (Civil)
CERTIFICATE NO
23227
DAVID W.
GEORGE
Date signed
ARIZONA U.S.A.
EXP. 12-31-2013

By _____ 4-13-2012
Engineer for the Owner

Confirmed for purposes of Sections 1.5, 2.3, 3.2 of the Development Agreement by

_____
District Manager, Tartesso West Community Facilities District

TARTESSO WEST
UNIT 2B PAVING, CONCRETE & CONCRETE STRUCTURES
INVOICE DETAIL
10.29.10

DESCRIPTION	VENDOR	CHECK #	INVOICE #	AMOUNT	CODE SUBTOTALS
Zoning and Platting Costs					301,470.78
Plan Review Fees (114 Sheets)	Town of Buckeye	332	N/A	28,500.00	
Plan Review Fees (23 Sheets)	Town of Buckeye	1505	N/A	5,750.00	
Plan Review Fees	Town of Buckeye	977	14773	4,250.00	
Plan Review Fees	Town of Buckeye	1091	15133	637.50	
Plan Review Fees	Town of Buckeye	1160	15318	42.50	
Permit Fees	Town of Buckeye	1428	N/A	218,888.48	
Permit Fees	Town of Buckeye	1550	N/A	35,437.30	
Plan Review Fees	Town of Buckeye	1755	17623	255.00	
Plan Review Fees	Town of Buckeye	1891	18029	850.00	
Plan Review Fees	Town of Buckeye	1953	18330	297.50	
Plan Review Fees	Town of Buckeye	2018	18710	467.50	
Plan Review Fees	Town of Buckeye	2102	19159	85.00	
Plan Review Fees	Town of Buckeye	2200	19667	1,742.50	
Plan Review Fees	Town of Buckeye	2200	19857	1,955.00	
Plan Review Fees	Town of Buckeye	2200	19651	212.50	
Plan Review Fees	Town of Buckeye	2297	20349	850.00	
Plan Review Fees	Town of Buckeye	2297	20484	1,250.00	
Engineering					541,002.50
Engineering--Allocation	David Evans and Associates			541,002.50	
Field Engineering					568,071.51
Construction Staking--Allocation	David Evans and Associates			330,695.83	
Construction Staking Extras--Allocation	David Evans and Associates			42,941.40	
Material Testing--Allocation	Construction Inspection & Testing			194,434.28	
Paving					6,554,995.19
Paving--Contract Amounts	Wheeler Construction, Inc.	1357	19127-1	113,925.98	
Paving--Contract Amounts	Wheeler Construction, Inc.	1600	19399-2	245,998.57	
Paving--Contract Amounts	Wheeler Construction, Inc.	1634	19452-3	683,654.28	
Paving--Contract Amounts	Wheeler Construction, Inc.	1703	19503-4	116,152.18	
Paving--CO #1	Wheeler Construction, Inc.	1703	19503-4	32,791.70	
Paving--Contract Amounts	Wheeler Construction, Inc.	1785	19542-5	924,489.67	
Paving--CO #1	Wheeler Construction, Inc.	1785	19542-5	25,075.99	
Paving--Contract Amounts	Wheeler Construction, Inc.	1845	19589-6	1,060,667.01	
Paving--CO #1	Wheeler Construction, Inc.	1845	19589-6	32,791.67	
Paving--CO #6	Wheeler Construction, Inc.	1845	19589-6	36,304.63	
Paving--Contract Amounts	Wheeler Construction, Inc.	1919	19623-7	1,076,978.42	
Paving--CO #1	Wheeler Construction, Inc.	1919	19623-7	52,080.93	
Paving--CO #6	Wheeler Construction, Inc.	1919	19623-7	43,565.60	
Paving--CO #1	Wheeler Construction, Inc.	1919	86608-HB8	7,512.15	
Paving--CO #6	Wheeler Construction, Inc.	1919	86608-HB8	4,203.65	
Paving--Contract Amounts	Wheeler Construction, Inc.	1972	19644-10	824,531.31	
Paving--CO #1	Wheeler Construction, Inc.	1972	19644-10	26,396.30	
Paving--CO #6	Wheeler Construction, Inc.	1972	19644-10	21,655.39	
Paving--Contract Amounts	Wheeler Construction, Inc.	1989	19702-11	216,832.52	
Paving--Contract Amounts	Wheeler Construction, Inc.	2068	19758-11	623,135.19	
Paving--CO #1	Wheeler Construction, Inc.	2068	19758-11	26,395.74	
Paving--CO #6	Wheeler Construction, Inc.	2068	19758-11	21,655.42	
Paving--Contract Amounts	Wheeler Construction, Inc.	2149	19840-12	24,852.68	
Paving--CO #17	Wheeler Construction, Inc.	2149	19840-12	(6,922.32)	
Paving--Contract Amounts	Wheeler Construction, Inc.	2207	86608-HB13	95,081.56	
Paving--CO #24	Wheeler Construction, Inc.	2252	19918-16	4,142.98	
Paving--Contract Amounts	Wheeler Construction, Inc.	2312	86608-HB15	60,303.66	
Paving--Contract Amounts	Wheeler Construction, Inc.	2352	20005-17	21,084.58	
Paving--Contract Amounts	Wheeler Construction, Inc.	2352	86608-HB9	91,477.57	
Paving--Contract Amounts	Wheeler Construction, Inc.	2352	19644-10	48,180.18	
Concrete					5,153,541.27
Concrete--Contract Amounts	Wheeler Construction, Inc.	1600	19399-2	640,907.48	
Concrete--Contract Amounts	Wheeler Construction, Inc.	1634	19452-3	744,136.63	
Concrete--Contract Amounts	Wheeler Construction, Inc.	1703	19503-4	724,737.94	
Concrete--Contract Amounts	Wheeler Construction, Inc.	1785	19542-5	1,019,847.97	
Concrete--Contract Amounts	Wheeler Construction, Inc.	1845	19589-6	1,027,516.36	

Concrete--Contract Amounts	[illegible] Construction, Inc.	1919	[illegible]23-7	175,034.74
Concrete--Contract Amounts	Wheeler Construction, Inc.	1972	19644-10	151,898.05
Concrete--Contract Amounts	Wheeler Construction, Inc.	1989	19702-11	133,403.84
Concrete--Contract Amounts	Wheeler Construction, Inc.	2068	19758-11	141,795.48
Concrete--Contract Amounts	Wheeler Construction, Inc.	2149	19840-12	113,504.18
Concrete--Contract Amounts	Wheeler Construction, Inc.	2207	86608-HB13	99,286.07
Concrete--Contract Amounts	Wheeler Construction, Inc.	2252	19918-16	-
Concrete--Contract Amounts	Wheeler Construction, Inc.	2312	86608-HB15	31,523.02
Concrete--Contract Amounts	Wheeler Construction, Inc.	2352	20005-17	-
Concrete--Contract Amounts	Wheeler Construction, Inc.	2352	86608-HB9	135,407.41
Concrete--Contract Amounts	Wheeler Construction, Inc.	2352	19644-10	10,840.48
Concrete--CO #999	Wheeler Construction, Inc.	2429		-
Concrete--T&M Invoice	Wheeler Construction, Inc.	2422	07-1499	3,701.62

Concrete Structures					1,771,864.92
Concrete Structures--Contract Amounts	CS Construction, Inc.	1585	1/9544	79,665.93	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1619	2/9566	169,531.40	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1706	3/9605	265,751.10	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1774	4/0000	235,738.95	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1831	5/9653	125,773.72	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1903	6/9711	156,509.12	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1961	7/9736	337,699.23	
Concrete Structures--Contract Amounts	CS Construction, Inc.	1991	8/9776	142,484.54	
Concrete Structures--Contract Amounts	CS Construction, Inc.	2150	9/9884	83,210.41	
Concrete Structures--Contract Amounts	CS Construction, Inc.	2204	Ret/9935	83,127.46	
Concrete Structures--Contract Amounts	CS Construction, Inc.	2552	Ret/10191	92,373.06	

TOTAL	**14,890,946.17**

ESTIMATED QUANTITIES

ITEM	MODEL	PRODUCTION	TOTAL	UNITS
SURVEY MONUMENT	10	200	200	EA
CONCRETE	5141	171449	176590	CY
6" VERT. CURB & GUTTER	7474	19843	19317	LF
SIDEWALK	14000	453904	453904	SF
VALLEY GUTTER	1168	20811	21779	SF
MANHOLE ADJUST	2	382	382	EA
VALVE ADJUST	2	382	382	EA
WELL/FIRE HYDRANT MARKER	7	133	133	EA
STREET SIGN BASE	5	112	112	EA
CONC. DRIVEWAY RAMP	0	0	0	EA
A/C RAMP - RETURN	6	118	118	EA
A/C RAMP - MODIFIED	4	88	88	EA
DRIVEWAY	7	0	0	EA
GARAGE DRIVEWAY	0	0	0	LF
6" BOX CURB	1800	11316	11316	LF
WHEELCHAIR RAMP	0	0	0	EA
[illegible]				
24" SD PIPE	412	4589	4589	LF
30" SD PIPE	49	2551	2600	LF
36" SD PIPE	123	3195	3318	LF
42" SD PIPE	0	2066	2066	LF
60" SD PIPE	130	646	776	LF
SD MH	6	106	112	EA
CATCH BASIN, SINGLE WING	3	138	141	EA
CATCH BASIN, DOUBLE WING	3	23	26	EA
CATCH BASIN, TRIP SIDE	0	0	0	EA
CONCRETE HEADWALL	2	41	43	EA
CONCRETE SCUPPER	0	2001	2001	SF

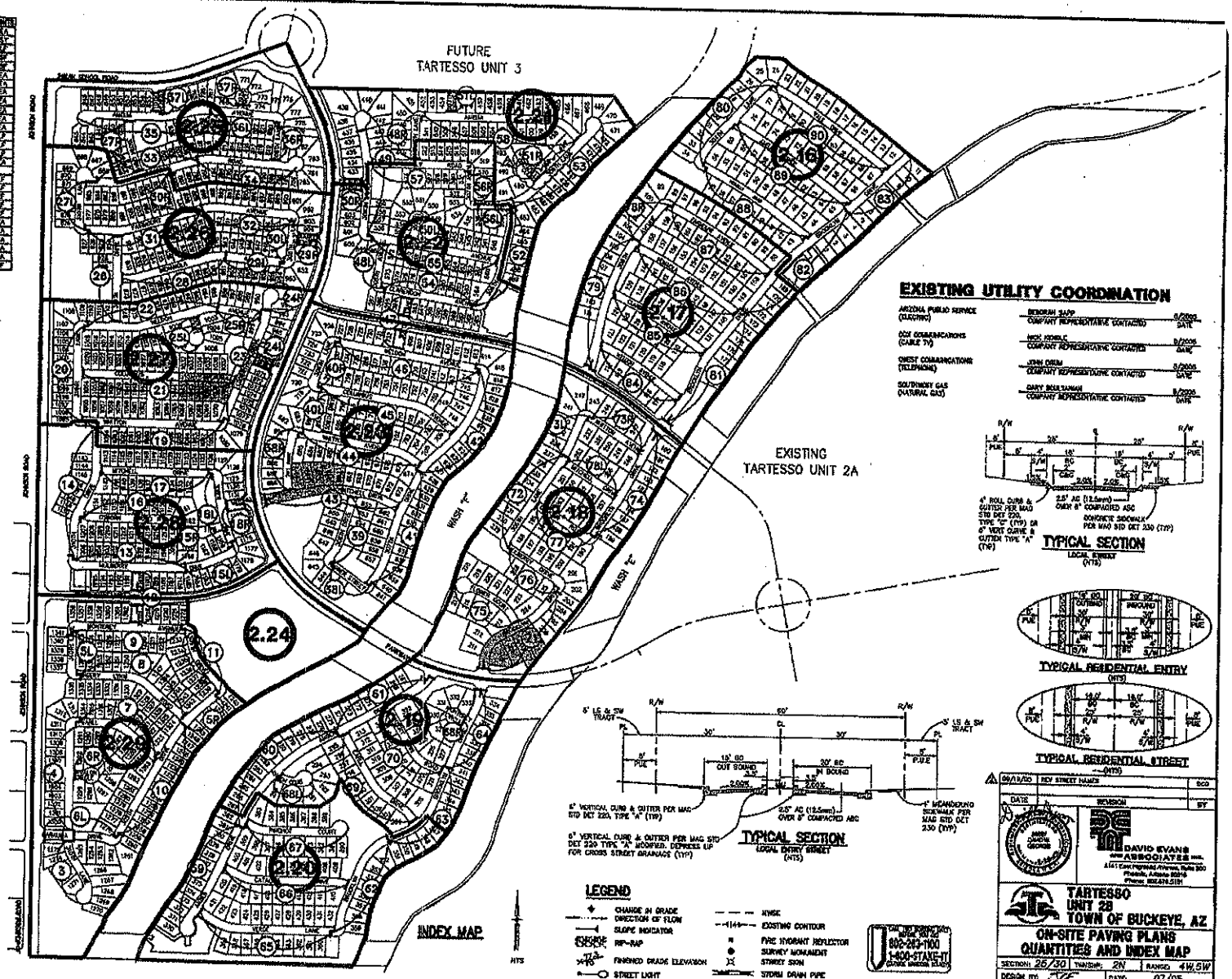
QUANTITIES ARE PROVIDED FOR PERMITTING PURPOSES ONLY.

ABBREVIATIONS

BC	BACK OF CURB
BCR	BCR CURB RETURN
BSL	BUILDING SETBACK LINE
BVC	BEGIN VERTICAL CURVE
CB	CATCH BASIN
CL	CENTER LINE
CR	CURB RETURN
D/W	DRIVEWAY
DFSE	DESIGN WATER SURFACE ELEVATION
E	ELECTRIC
ECR	END CURB RETURN
ELEV	ELEVATION
EL	ELEVATION
FG	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
FC	FACE OF CURB
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
G	GUTTER ELEVATION
GB	GRADE BREAK
HSE	HOUSE CONNECTION
HDWL	HEADWALL
HWE	HIGH WATER ELEVATION
INV	INVERT
LF	LINEAR FEET
LT	LEFT OF CENTER LINE
MH	MANHOLE
NG	NATURAL GROUND
P	PARKS ELEVATION
PC	POINT OF CURVATURE
PCD	POINT OF COMPOUND CURVE
PP	POWER POLE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PUE	PUBLIC UTILITY EASEMENT
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R	RIGHT OF CENTER LINE
R/W	RIGHT-OF-WAY
S	SANITARY SEWER
SD	STORM DRAIN
SF	SQUARE FEET
S/W	SIDEWALK
SY	SQUARE YARD
T	TELEPHONE
TC	TOP OF CURB
TOP	TOP OF PIPE
W	WATER
WS	WATER SERVICE
VC	VERTICAL CURVE
VG	VALLEY GUTTER

INDEX MAP LEGEND

- (#) INDICATES SHEET NUMBER
- INDICATES MATCH LINE
- PARCEL BOUNDARY LINE
- #.## PARCEL NUMBER
- PROJECT BOUNDARY LINE
- INDICATES MODEL PHASE



EXISTING UTILITY COORDINATION

ARIZONA PUBLIC SERVICE (ELECTRIC)	DEBORAH SAPP COMPANY REPRESENTATIVE CONTACTED	8/2005 DATE
COX COMMUNICATIONS (CABLE TV)	MIKE KOWALK COMPANY REPRESENTATIVE CONTACTED	8/2005 DATE
QWEST COMMUNICATIONS (TELEPHONE)	JOHN DREW COMPANY REPRESENTATIVE CONTACTED	8/2005 DATE
SOUTHWEST GAS (NATURAL GAS)	GARY SULLIVAN COMPANY REPRESENTATIVE CONTACTED	8/2005 DATE

TYPICAL SECTION
LOCAL STREET
(NTS)

TYPICAL RESIDENTIAL ENTRY
(NTS)

TYPICAL RESIDENTIAL STREET
(NTS)

TYPICAL SECTION
LOCAL ENTRY STREET
(NTS)

6" VERTICAL CURB & GUTTER PER MAG STD DET 220 TYPE "A" MODIFIED. DEPRESS UP FOR CROSS STREET DRAINAGE (TYP)

LEGEND

- CHANGE IN GRADE
- DIRECTION OF FLOW
- SLOPE INDICATOR
- RIP-RAP
- FINISHED GRADE ELEVATION
- STREET LIGHT
- HYDRANT
- EXISTING CONTOUR
- FIRE HYDRANT REFLECTOR
- SURVEY MONUMENT
- STREET SIGN
- STORM DRAIN PIPE

CALL BEFORE YOU DIG
ARIZONA BLUE STAKE, INC.
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

DATE	REVISION	BY
06/13/06	REV STREET NAMES	SCO

DAVID EVANS AND ASSOCIATES INC.
4141 East Highland Avenue, Suite 300
Phoenix, Arizona 85018
Phone: 602.678.2181

TARTESSO UNIT 2B
TOWN OF BUCKEYE, AZ
ON-SITE PAVING PLANS QUANTITIES AND INDEX MAP

SECTION: 26/30	TWNSHP: 2N	RANGE: 4W,5W	
DESIGN BY: JGF		DATE: 07/05	
CHECKED BY: JGV		PLOTTED BY: JGF	
JOB NO.: STAR0000-0119	SHEET 2 OF 101		

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 2.C. Resolution No. 05-24 Verrado Western Overlay CFD GO Bonds Series 2024 - Feasibility Report
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Verrado Western Overlay
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) to hold a public hearing and take action on Resolution No. 05-24 accepting and approving the Feasibility Report relating to the acquisition and financing of certain improvements benefitting the District; and declaring its preliminary intention to issue not to exceed $8,500,000 principal amount of General Obligation Bonds to finance the acquisition of certain improvements as described in the Feasibility Report relating to such improvements pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
Verrado Western Overlay Community Facilities District Board to approve the Feasibility Report in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024. The Board of Directors of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) has caused the Feasibility Report to be prepared, which Feasibility Report is a study of the feasibility and benefits of the project relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District, and which Feasibility Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the project, an estimate of the cost to acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefitted by the project and a plan for financing the project.

BENEFITS:
The proceeds of the proposed general obligation bonds would be used to acquire the public infrastructure described in the Feasibility Report. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base. There is no cost to the City. Should bonds be issued, they will be an obligation of the District and not of the City. The bonds will be payable solely from ad valorem taxes levied against the taxable property of the District.

FUTURE ACTION:
The Board has declared its intent to proceed with the financing of the Project in substantially the manner presented in the Feasibility Report and, if such financing is consummated, to acquire the Project by issuing general obligation bonds.

FINANCIAL IMPACT STATEMENT:
The proceeds of the Bonds will be applied by the District to finance the acquisition of all or a portion of

the public infrastructure listed in section two of the Feasibility Report.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8002

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
NTC - Verrado WO - GO Bonds 2024 - Notice of Public Hearing re Feasibility Report (001)(3.28.24)(6130467.1).docx
RES - Verrado WO CFD (City of Buckeye) - GO Bonds Ser 2024 - Resolution of Intention Approving Feasibility Report (007)(4.16.24)(6099766.7).docx
RPT - Verrado WO CFD GO Bonds Ser 2024 - Feasibility Report (004)(4.15.24) - FINAL(6132548.4).pdf

NOTICE OF PUBLIC HEARING

TO THE GENERAL PUBLIC AND THE MEMBERS OF THE BOARD OF DIRECTORS OF THE VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA):

NOTICE IS HEREBY GIVEN that the Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) will meet on May 7, 2024, at 5:00 p.m. in the Buckeye City Council Chambers, 530 E. Monroe Avenue, Buckeye, Arizona 85326, to conduct a public hearing on and to consider and review a feasibility report relative to the proposed project to be financed by the issuance of general obligation bonds of the Verrado Western Overlay Community Facilities District. A copy of the feasibility report may be reviewed at the office of the District Clerk, 530 E. Monroe Avenue, Buckeye, Arizona 85326.

[*publish not later than April 27, 2024*]

6130467.1

RESOLUTION NO. 05-24 (Verrado Western Overlay)

A RESOLUTION OF THE BOARD OF DIRECTORS OF VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), ACCEPTING AND APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; AND DECLARING ITS PRELIMINARY INTENTION TO ISSUE NOT TO EXCEED $8,500,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS TO FINANCE THE ACQUISITION OF CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS PURSUANT TO THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.

WHEREAS, pursuant to Arizona Revised Statutes ("*A.R.S.*") § 48-715, as amended, the Board of Directors of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) has caused a Report to be prepared, which Report is a study of the feasibility and benefits of the Project (as such terms and all other initially capitalized terms are defined hereinafter) relating to certain public infrastructure (as defined in the Act) provided for in the General Plan of the District to be financed with the proceeds of the sale of general obligation bonds of the District, which Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the Project, an estimate of the cost to acquire, operate and maintain the Project, information concerning the completion of the Project, a map or description of the area to be benefited by the Project and a plan for financing the Project, a copy of which is on file with the District Clerk; and

WHEREAS, pursuant to A.R.S. § 48-715, as amended, a public hearing on the Report was held on the date hereof, after provision for publication and mailing of notice thereof as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) as follows:

Section 1. **Definitions.** In this resolution, the following terms shall have the following meanings:

"*Act*" shall mean A.R.S. Title 48, Chapter 4, Article 6, as amended.

"*Board*" shall mean the Board of Directors of the District.

"*Bonds*" shall mean the District's General Obligation Bonds, Series 2024.

"*District*" shall mean Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona).

"*District Clerk*" shall mean the Clerk of the District.

"*Project*" shall mean the acquisition of public infrastructure (as such term is defined in the Act) described in the Report, including particularly the acquisition by the District of the improvements described on *Exhibit A* hereto.

"*Report*" shall mean the Feasibility Report dated as of May 7, 2024, pertaining to the Project on file with the District Clerk prior to the date and time hereof, discussing the matters required by A.R.S. § 48-715, as amended, as such matters relate to the Project.

Section 2. Approval of Feasibility Report. Published notice of the public hearing on the Report has been provided by the District Clerk not less than 10 days in advance of the date of the public hearing on the Report and such publication is hereby ratified and approved. The District Clerk has provided the Report and notice of public hearing on the Report to the governing body of the City of Buckeye, Arizona, not less than 10 days in advance of the date of the public hearing. Based on the review by the Board and the presentation of the Report at the public hearing on May 7, 2024, the Report is hereby accepted, adopted and approved in the form submitted to the Board.

Section 3. Resolution of Intent. Pursuant to A.R.S. § 48-715, as amended, the Board hereby identifies the public infrastructure of the Project, the areas benefited, the expected method of financing and the system of providing revenues to operate and maintain the Project, all as identified and provided for in the Report, for any and all purposes of the Act. Any portion of the costs of the Project not financed by the proceeds of the Bonds shall remain eligible to be financed through the sale of future bonds of the District.

Section 4. Preliminary Intent to Issue and Sell Bonds. The Board hereby declares its intent to proceed with the financing of the Project in substantially the manner presented in the Report, and if such financing is consummated, to acquire the Project. Nothing contained in this Resolution shall be construed to limit the Board's sole, unfettered discretion in making its final decision to issue bonds to finance the Project.

[Signatures on following page]

PASSED AND ADOPTED by the Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), on May 7, 2024.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
District Chair

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 05-24 (Verrado Western Overlay), was duly passed by the Board of Directors of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

EXHIBIT A
TO
RESOLUTION 05-24

[Description of Public Infrastructure]

See following pages.

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure, which has been publicly bid and constructed pursuant to State statutes and the acquisition of which is to be financed by the Bonds, consists of the following (the District and the Developer may reallocate projects and amounts shown below):

Project Description	Improvement Description	Completion Date	District Estimate Eligible	Amount Reimbursed from 2024 Bonds	Amount Remaining for Future Bonds
Project A - Job # 9300-45-3330 - Highlands District Phase I - District Park	Phase 1 District Park improvements located at 21098 W. Highlands Park Dr. including parking lot, restrooms, picnic ramadas, landscape, sidewalk and ligh?ng.	Q4, 2020	$1,430,660	$1,430,660	$0
Project B - Job # 9300-45-3331 - Highlands District Park Phase II	Phase 2 District Park improvements located at 21098 W. Highlands Park Dr. including addi?onal landscape, sidewalk and lighting.	Q4, 2022	$780,537	$780,537	$0
Project C - Job # 9310-35-1135 - Victory at Verrado - Phase 2 Verrado Way (aka Verrado Way Ph.2)	Approximately 1,024 LF of 2-lane Verrado Way minor collector 1/2 street roadway extension from the Victory Blvd. traffic circle to Granite Bluff Dr., including landscape, ligh?ng, sidewalk and storm drain.	Q4, 2016	$1,037,000	$1,037,000	$0
Project D - Job # 9310-35-2112 - Verrado Way - Victory Blvd. to Canyon Vista Road (aka Verrado Way Ph.3)	Approximately 2,320 LF of 2-lane Verrado Way minor collector Phase 3 extension, including remaining 1/2 street improvements of median and southbound lane from the Victory Blvd. traffic circle to Granite Bluff Dr. and full street improvements northbound and southbound from granite Bluff Dr. to Canyon Vista Rd. including sidewalk, landscape and lighting. Phase 3 Verrado Way extension also includes the Fern Dr. and Canyon Vista Rd. collector extensions for access to trailhead parking.	Q2, 2023	$2,906,167	$1,640,418	$1,265,749
Project E - Job # 9300-50-3366 - Highlands District - Phase 1 CFD (Highlands Park Dr. and Regent Street)	Approximately 278 LF of Phase 1 North Regent Street collector roadway extension from Sunrise Wash to Minnezona Ave., including box culvert, landscape and ligh?ng along with approximately 1,530 LF of Phase 1 Highlands Park Dr. collector roadway from Verrado Way to 212th Ln., including box culvert, landscape and ligh?ng and median improvements at Verrado Way.	Q4, 2019	$1,638,980	$1,638,980	$0
Project F - Job # 9300-50-3365 - Highlands District - Phase 2 CFD (Highlands Park Dr.)	Approximately 2,050 LF of Highlands Park Dr. Phase 2 collector roadway extension from 212th Ln. to 215th Ave. including landscape, lighting and median improvements.	Q4, 2022	$973,208	$973,208	$0
Project G - Job # 9300-50-3367 - Highlands District - Phase 2 CFD (Regent St.)	Approximately 875 LF of North Regent St. Phase 2 collector roadway extension from Minnezona Ave. to Highlands Park Dr. including landscape & lighting improvements.	Q4, 2022	$544,983	$544,983	$0
Project H - Job # 9300-45-2105 - Highlands Mountain Trail Phase 1	Approximately 1.9 miles of Phase 1 pedestrian mountain trail improvements west of Verrado Way with trailhead connec?ons at Highlands District Park, Verrado Way and Canyon Vista.	Q1, 2020	$244,214	$244,214	$0
Project I - Job # 9300-45-2107 - Highlands Mountain Trail Phase 2	Additional 2.0 miles of Phase 2 pedestrian mountain trail improvements extending west of the Phase 1 trails and with addi?onal trailhead access west and north.	Q1, 2024	$370,289	$0	$370,289
Project J - Job # 9300-45-2106 - Canyon Vista Trailhead Parking Lot	0.70-acre trailhead parking lot and landscape improvements located at the southwest corner of Verrado Way and Canyon Vista Dr. for pedestrian trail access to Highlands Mt. Trails Phases 1 & 2.	Q4, 2023	$389,940	$0	$389,940
Total			$10,315,978	$8,290,000	$2,025,978

Proceeds of the Bonds are reasonably expected to be used to finance the acquisition of all or a portion of the Public Infrastructure upon acceptance by the District and the City of such Public Infrastructure pursuant to the terms of the various development agreements among the City, the District and the Developer, and the terms and provisions of all applicable laws, ordinances, codes and rules. All interests in such Public Infrastructure financed by the District will be dedicated or otherwise transferred to the City after acceptance. Additional portions of public infrastructure, as contemplated by the District's formational documents, may be constructed and will be subject to administrative approval by the District before such additional public infrastructure is eligible for funding from future bonds, if any.

FEASIBILITY REPORT

FOR THE ISSUANCE OF

NOT TO EXCEED
$8,500,000 PRINCIPAL AMOUNT

OF

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

Public Hearing Date: May 7, 2024

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	SECTION
INTRODUCTION; PURPOSE OF FEASIBILITY REPORT; GENERAL DESCRIPTION OF DISTRICT	ONE
DESCRIPTION, COST AND TIMETABLE FOR ACQUISITION OF PUBLIC INFRASTRUCTURE	TWO
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PLAN OF FINANCE	FOUR

	APPENDIX
LEGAL DESCRIPTION FOR VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT	A

SECTION ONE

INTRODUCTION; PURPOSE OF FEASIBILITY REPORT; GENERAL DESCRIPTION OF DISTRICT

INTRODUCTION

This Feasibility Report (this "Report") has been prepared for presentation to the Board of Directors of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "District") in connection with the proposed issuance by the District of its General Obligation Bonds, Series 2024 (the "Bonds"), in a principal amount of not to exceed $8,500,000.

The Bonds will be issued pursuant to the Community Facilities District Act of 1988, Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("A.R.S."). The District is authorized to issue up to $60,000,000 in principal amount of general obligation bonds pursuant to an election held on August 7, 2001 (the "Election"). After issuance of the Bonds, the District will have $38,710,000* principal amount of general obligation bonds authorized but unissued. The Bonds will be the District's second general obligation bond issuance pursuant to the Election. The District has established a debt limit equal to 26% of the Net Full Cash Assessed Value; after the issuance of the Bonds, the total amount of debt outstanding will be below that limit.

Proceeds of the sale of the Bonds will be used to acquire certain public infrastructure listed in Section Two (the "Public Infrastructure").

PURPOSE OF FEASIBILITY REPORT

This Report has been prepared for consideration of the feasibility and benefits of the "Public Infrastructure" and "Public Infrastructure Purposes" (each as defined in A.R.S. Section 48-701) to be financed by the Bonds and of the plan for financing the Public Infrastructure in accordance with the provisions of A.R.S. Section 48-715. Pursuant to A.R.S. Section 48-715, this Report includes (i) a description of the Public Infrastructure to be acquired - Section Two; (ii) a map showing in general, the location of the Public Infrastructure and the area to be benefitted by the Public Infrastructure - Section Three; and (iii) a plan for financing the Public Infrastructure - Section Four.

This Report has been prepared for the consideration of the Board of Directors of the District (the "Board") only. It is not intended or anticipated that this Report will be relied upon by other persons, including, but not limited to, purchasers of the Bonds. This Report does not attempt to address the quality of the Bonds as investments or the likelihood of repayment of the Bonds. In preparing this Report, financial advisors, appraisers, counsel, engineers, District staff, City (as defined herein) staff and other experts have been consulted as deemed appropriate.

GENERAL DESCRIPTION OF THE DISTRICT

Pursuant to the Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended, and in response to a petition by DMB White Tank, LLC, an Arizona limited liability company (the "Developer"), the Mayor and Council of the Town of Buckeye, Arizona (the "Town"), adopted a resolution on June 19, 2001, which formed the District. Certain adjustments to the District boundaries were approved by the Board on February 15, 2002. Effective January 1, 2014, the Town organized as a city and became the City of Buckeye, Arizona (the "City"), the successor in interest to the Town.

The District was created to assist with financing the acquisition of public infrastructure and public infrastructure purposes, including the Public Infrastructure, within the District. The master-planned residential and commercial development project known as Verrado (the "Project" or "Verrado") is approximately 30 miles west of downtown Phoenix located just north of Interstate 10 within the City of Buckeye, Arizona. The Project encompasses approximately 8,800 acres in total; the District comprises 4,926 acres within the Project. At buildout, the Project is expected to have 12,800 single family homes of which the District is expected to have 3,045. The Project is approximately 65% complete. Simultaneously with the formation of the District, in June 2001, the Town also formed the Verrado District 1 Community Facilities District ("Verrado District 1") which comprises all 8,800 acres included in the Project. All of the District is located within and overlaps a portion of Verrado District 1. Verrado is bounded by the Northern Avenue alignment on the north, by approximately what would be the 235th Avenue alignment on the West, approximately ¼ mile south of McDowell Road at the southernmost point, and Jackrabbit Trail on the east, all within the City. A legal description of the District boundaries is included as Appendix A to this Report.

The manager of the Developer is DMB Associates, Inc., an Arizona corporation. The sole member of Developer is DMB/DREI Holdings LLC, a Delaware limited liability company.

SECTION TWO

DESCRIPTION, COST AND TIMETABLE FOR ACQUISITION OF PUBLIC INFRASTRUCTURE

DESCRIPTION OF PUBLIC INFRASTRUCTURE

The Public Infrastructure that is the subject of this Report has been publicly bid pursuant to State of Arizona (the "State") statutes and District guidelines. It is expected that the Public Infrastructure listed below will be acquired from the Developer with estimated cost and construction timing as noted. The District and Developer may reallocate projects and amounts associated with any specific project to be reimbursed on the list shown below.

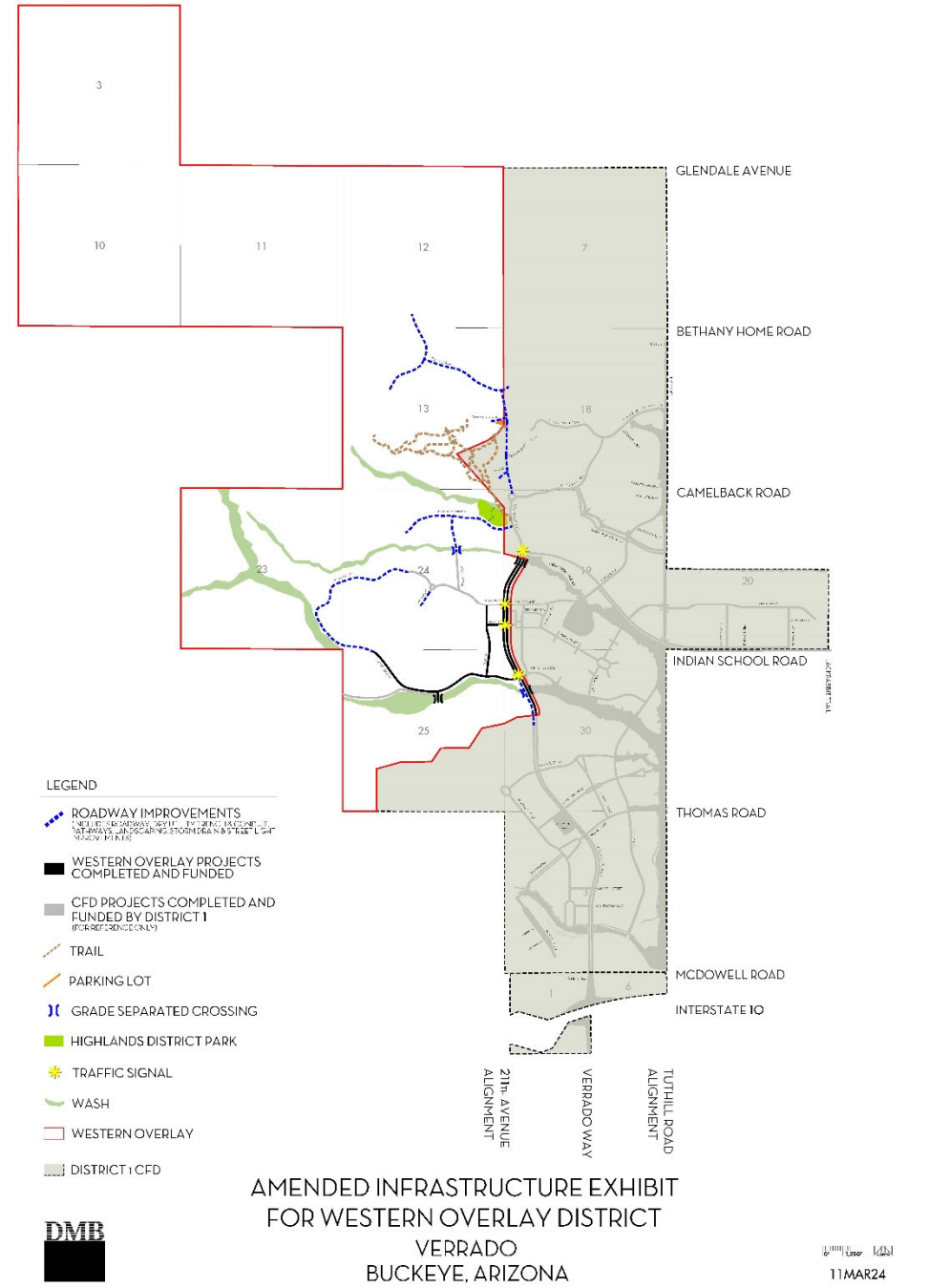
Project Description	Improvement Description	Completion Date	District Estimate Eligible	Amount Reimbursed from 2024 Bonds	Amount Remaining for Future Bonds
Project A - Job # 9300-45-3330 - Highlands District Phase I - District Park	Phase 1 District Park improvements located at 21098 W. Highlands Park Dr. including parking lot, restrooms, picnic ramadas, landscape, sidewalk and lighting.	Q4, 2020	$1,430,660	$1,430,660	$0
Project B - Job # 9300-45-3331 - Highlands District Park Phase II	Phase 2 District Park improvements located at 21098 W. Highlands Park Dr. including additional landscape, sidewalk and lighting.	Q4, 2022	$780,537	$780,537	$0
Project C - Job # 9310-35-1135 - Victory at Verrado - Phase 2 Verrado Way (aka Verrado Way Ph.2)	Approximately 1,024 LF of 2-lane Verrado Way minor collector 1/2 street roadway extension from the Victory Blvd. traffic circle to Granite Bluff Dr., including landscape, lighting, sidewalk and storm drain.	Q4, 2016	$1,037,000	$1,037,000	$0
Project D - Job # 9310-35-2112 - Verrado Way - Victory Blvd. to Canyon Vista Road (aka Verrado Way Ph.3)	Approximately 2,320 LF of 2-lane Verrado Way minor collector Phase 3 extension, including remaining 1/2 street improvements of median and southbound lane from the Victory Blvd. traffic circle to Granite Bluff Dr. and full street improvements northbound and southbound from granite Bluff Dr. to Canyon Vista Rd. including sidewalk, landscape and lighting. Phase 3 Verrado Way extension also includes the Fern Dr. and Canyon Vista Rd. collector extensions for access to trailhead parking.	Q2, 2023	$2,906,167	$1,640,418	$1,265,749
Project E - Job # 9300-50-3366 - Highlands District - Phase 1 CFD (Highlands Park Dr. and Regent Street)	Approximately 278 LF of Phase 1 North Regent Street collector roadway extension from Sunrise Wash to Minnezona Ave., including box culvert, landscape and lighting along with approximately 1,530 LF of Phase 1 Highlands Park Dr. collector roadway from Verrado Way to 212th Ln., including box culvert, landscape and lighting and median improvements at Verrado Way.	Q4, 2019	$1,638,980	$1,638,980	$0
Project F - Job # 9300-50-3365 - Highlands District - Phase 2 CFD (Highlands Park Dr.)	Approximately 2,050 LF of Highlands Park Dr. Phase 2 collector roadway extension from 212th Ln. to 215th Ave. including landscape, lighting and median improvements.	Q4, 2022	$973,208	$973,208	$0
Project G - Job # 9300-50-3367 - Highlands District - Phase 2 CFD (Regent St.)	Approximately 875 LF of North Regent St. Phase 2 collector roadway extension from Minnezona Ave. to Highlands Park Dr. including landscape & lighting improvements.	Q4, 2022	$544,983	$544,983	$0
Project H - Job # 9300-45-2105 - Highlands Mountain Trail Phase 1	Approximately 1.9 miles of Phase 1 pedestrian mountain trail improvements west of Verrado Way with trailhead connections at Highlands District Park, Verrado Way and Canyon Vista.	Q1, 2020	$244,214	$244,214	$0
Project I - Job # 9300-45-2107 - Highlands Mountain Trail Phase 2	Additional 2.0 miles of Phase 2 pedestrian mountain trail improvements extending west of the Phase 1 trails and with additional trailhead access west and north.	Q1, 2024	$370,289	$0	$370,289
Project J - Job # 9300-45-2106 - Canyon Vista Trailhead Parking Lot	0.70-acre trailhead parking lot and landscape improvements located at the southwest corner of Verrado Way and Canyon Vista Dr. for pedestrian trail access to Highlands Mt. Trails Phases 1 & 2.	Q4, 2023	$389,940	$0	$389,940
Total			**$10,315,978**	**$8,290,000**	**$2,025,978**

Proceeds of the Bonds are reasonably expected to be used to finance the acquisition of all or a portion of the Public Infrastructure upon acceptance by the District and the City of such Public Infrastructure pursuant to the terms of the various development agreements among the City, the District and the Developer, and the terms and provisions of all applicable laws, ordinances, codes and rules. All interests in such Public Infrastructure financed by the District will be dedicated or otherwise transferred to the City after acceptance. Additional portions of public infrastructure, as contemplated by the District's formational documents, may be constructed and will be subject to administrative approval by the District before such additional public infrastructure is eligible for funding from future bonds, if any.

SECTION THREE

MAP OF THE DISTRICT SHOWING LOCATION OF PUBLIC INFRASTRUCTURE AND AREA TO BE BENEFITTED

The Public Infrastructure in Context of the District



MAPS OF SPECIFIC PROJECTS

HIGHLANDS DISTRICT PHASE 1 – DISTRICT PARK

Phase 1 District Park improvements located at 21098 W. Highlands Park Dr. including parking lot, restrooms, picnic ramadas, landscape, sidewalk and lighting.

PROJECT A

HIGHLANDS DISTRICT PARK PHASE II

Phase 2 District Park improvements located at 21098 W. Highlands Park Dr. including additional landscape, sidewalk and lighting.

PROJECT B

VICTORY AT VERRADO – PHASE 2 VERRADO WAY

Approximately 1,024 LF of 2-lane Verrado Way minor collector 1/2 street roadway extension from the Victory Blvd. traffic circle to Granite Bluff Dr., including landscape, lighting, sidewalk and storm drain

PROJECT C

VERRADO WAY – VICTORY BLVD. TO CANYON VISTA ROAD

Approximately 2,320 LF of 2-lane Verrado Way minor collector Phase 3 extension, including remaining 1/2 street improvements of median and southbound lane from the Victory Blvd. traffic circle to Granite Bluff Dr. and full street improvements northbound and southbound from granite Bluff Dr. to Canyon Vista Rd. including sidewalk, landscape and lighting. Phase 3 Verrado Way extension also includes the Fern Dr. and Canyon Vista Rd. collector extensions for access to trailhead parking.

PROJECT D

HIGHLANDS DISTRICT – PHASE 1 CFD

Approximately 278 LF of Phase 1 North Regent Street collector roadway extension from Sunrise Wash to Minnezona Ave., including box culvert, landscape and lighting along with approximately 1,530 LF of Phase 1 Highlands Park Dr. collector roadway from Verrado Way to 212th Ln., including box culvert, landscape and lighting and median improvements at Verrado Way.

PROJECT E

HIGHLANDS DISTRICT – PHASE 2 CFD

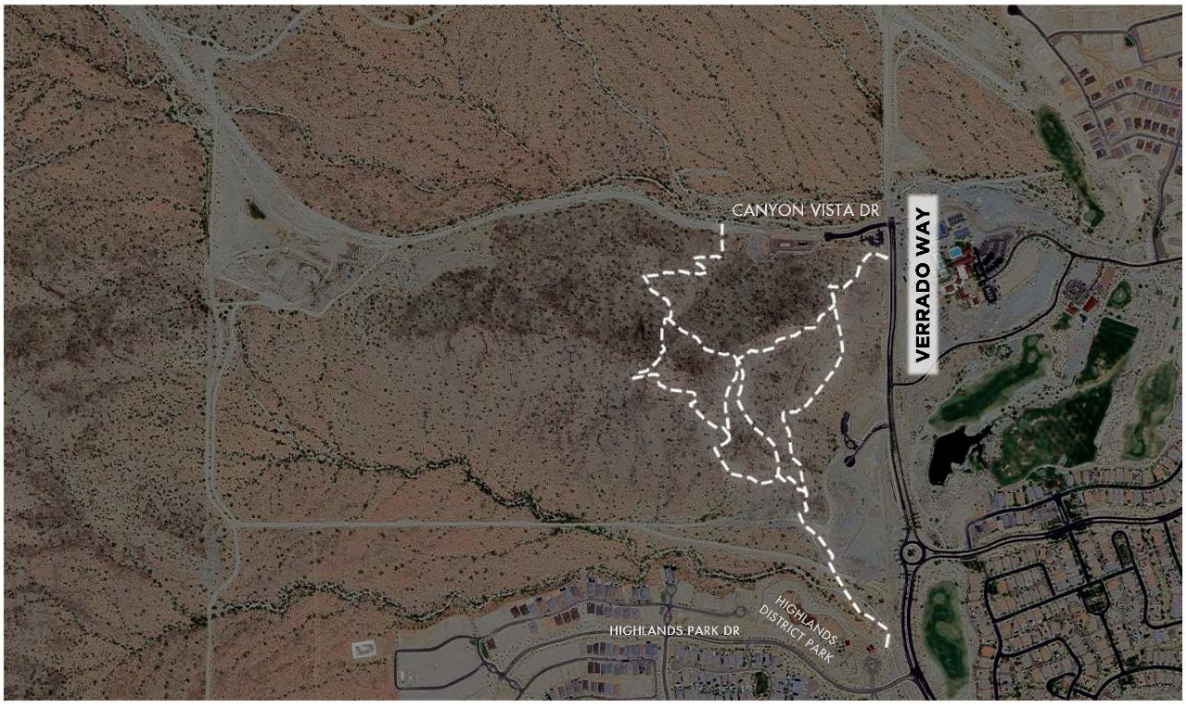
Approximately 2,050 LF of Highlands Park Dr. Phase 2 collector roadway extension from 212th Ln. to 215th Ave. including landscape, lighting and median improvements.

PROJECT F

HIGHLANDS DISTRICT – PHASE 2 CFD

Approximately 875 LF of North Regent St. Phase 2 collector roadway extension from Minnezona Ave. to Highlands Park Dr. including landscape & lighting improvements.

PROJECT G



HIGHLANDS MOUNTAIN TRAIL PHASE 1

Approximately 1.9 miles of Phase 1 pedestrian mountain trail improvements west of Verrado Way with trailhead connections at Highlands District Park, Verrado Way and Canyon Vista.

PROJECT H

HIGHLANDS MOUNTAIN TRAIL PHASE 2

Additional 2.0 miles of Phase 2 pedestrian mountain trail improvements extending west of the Phase 1 trails and with additional trailhead access west and north

PROJECT I

CANYON VISTA TRAILHEAD PARKING LOT

0.70-acre trailhead parking lot and landscape improvements located at the southwest corner of Verrado Way and Canyon Vista Dr. for pedestrian trail access to Highlands Mt. Trails Phases 1 & 2.

PROJECT J

SECTION FOUR

PLAN OF FINANCE

PLAN OF FINANCE

Below is a financing plan that describes the process for financing a portion of the Public Infrastructure benefiting the property within the District. This Plan of Finance is subject to modification to accommodate market conditions at the time of the actual sale of the Bonds and to the extent necessary to comply with federal and State law.

(i) Formation and Authorization.

In response to a petition from the Developer, the Council of the Town formed the District on June 19, 2001. On August 7, 2001, the Developer, as sole landowner in the District at the time, authorized at the Election general obligation bonded debt in an amount not to exceed $60,000,000 in aggregate principal amount. The remaining authorization from the Election prior to the closing of the Bonds is $47,000,000. The District has previously sold general obligation bonds in the aggregate original principal amount of $13,000,000, which were refunded in 2019, and of which $6,115,000 aggregate principal amount is currently outstanding.

(ii) Proposed Debt Issuance.

The estimated debt service schedule for the Bonds is included in this section. It is anticipated that the Bonds will be issued in approximately September 2024*. The amount shown on the cover of this Report is a not to exceed amount and the actual aggregate principal amount of the Bonds issued may be lower. It is currently estimated that the Bonds will have a final maturity of approximately 20 years and be structured to achieve debt service on the Bonds that, when combined with the debt service of the previous outstanding issues, the result will be debt service not to exceed $1,300,000 annually. The Bonds may be rated by a rating agency based on the potential purchase of a municipal bond insurance policy from a municipal bond insurance company.

(iii) Estimated Sources and Uses of Funds.

The proceeds of the Bonds will be applied by the District to finance all or a portion of the Public Infrastructure listed in Section Two of this Report. The estimated sources and uses of funds related to the sale of the Bonds are as follows:

Sources of Funds*:		
Principal Amount of the Bonds	$	8,290,000.00
Net Premium (a)		93,296.75
Developer Contribution		187,900.00
Total	$	8,571,196.75
Uses of Funds*:		
Cost of Public Infrastructure	$	8,300,000.00
Bond Insurance Premium		79,787.20
Estimated Costs of Issuance (b)		187,900.00
Rounding Amount		3,509.55
Total	$	8,571,196.75

(a) Net premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.

(b) All costs of issuance and underwriter fees will be paid by the Developer.

Estimated Costs of Issuance		
Underwriter's Discount	$	82,900.00
Underwriter's Counsel		25,000.00
Bond Counsel		38,000.00
Financial Advisor		35,000.00
Bond Registrar & Paying Agent		1,000.00
Official Statement Printer		1,500.00
Miscellaneous		4,500.00
Total	$	187,900.00

* Preliminary, subject to change.

(iv) District Tax Levy, Tax Rate and Homeowner's Property Tax Obligation.

All Public Infrastructure that may be acquired by the District with any proceeds of the Bonds will be dedicated to and accepted by the City. The obligations pertaining to the operation and maintenance of the Public Infrastructure have been negotiated between the City, the District and the Developer and are set forth in the various development agreements among the parties. The costs associated with the operation and maintenance of the Public Infrastructure, as well as the administrative costs, of the District will be provided by several sources of funds: (a) Homeowner's Association ("HOA") fees, (b) a property tax levy of up to $0.30 per $100 of net assessed limited property value to provide for a portion of the administrative, operation and maintenance expenses of the District (the "O&M Tax"), and (c) Developer contributions.

The HOA is responsible for the operation and maintenance costs of landscaping for the roadways, trails, and open space within the District. All homeowners are required to participate in the HOA. Monthly fees for the HOA are anticipated to be approximately $115 per homeowner.

In addition to the O&M Tax, the District will levy an ad valorem property tax to provide for debt service on bonds issued by the District, including the Bonds. Beginning in fiscal year 2024/25, the District will cause to be levied an amount up to $1,350,000 annually for each year the Bonds are outstanding (the "Proposed Levy for the Bonds"). In fiscal year 2024/25 the Proposed Levy for the Bonds is estimated to be $1,073,374, which includes a $988,634 levy for debt service and a $84,740 levy for the O&M Tax. In fiscal year 2024/25, the Proposed Levy for the Bonds would equate to a combined ad valorem tax rate of $3.8000 per $100 of net assessed limited property value on all taxable property within the boundaries of the District. Notwithstanding the foregoing, any general obligation bonds of the District, including the Bonds, are, by law, to be paid from a property tax which is unlimited as to rate or amount.

At the $3.800 estimated tax rate level, assuming an average home price of $550,000, the District portion of a tax bill for a homeowner will be approximately* $130.63 per month, or $1,567.50 annually. A.R.S. Section 32-2181 *et seq.* requires the disclosure of all property taxes to be paid by a homeowner in the Subdivision Public Report. Prior to each initial home sale by a homebuilder, each homebuyer must be supplied a Subdivision Public Report, and the homebuyer must acknowledge by signature that they have read and accepted the Subdivision Public Report. In addition, each homebuyer will receive a form detailing the existence of the District, the tax rate and its financial impact and receipt of this form will be acknowledged in writing by the homebuyer, and a signed copy will be kept on file with the District Clerk.

(v) Other District Information.

Shown in the following table is the District's overlapping general obligation bonded indebtedness including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness and the portion of such indebtedness applicable to the District.

* Estimated tax liability is calculated using the following assumptions. First, market value is not the same as assessed value. Second, the full cash assessed value is approximately 74% of market value and the limited assessed value is 73% of the full cash value. Third, the tax bill is computed by multiplying the tax rate per $100 of net assessed limited value times the residential assessment ratio of 10%.

OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

Overlapping Jurisdiction	General Obligation Bonded Debt Outstanding (b)	Portion Applicable to the District (a) Approximate Percentage	Portion Applicable to the District (a) Net Debt Amount	
State of Arizona	None	0.034%	None	
Maricopa County	None	0.052	None	
Maricopa County Community College District	$87,320,000	0.052	$ 45,073	
Maricopa County Special Health Care District	574,205,000	0.051	294,751	
Western Maricopa Education Center No. 402	114,930,000	0.136	156,366	
Saddle Mountain Unified School District No. 90	45,030,000	3.260	1,467,897	
City of Buckeye	None	3.488	None	
Verrado District 1 Community Facilities District	69,190,000	14.376	9,946,492	
The District	6,115,000	100.000	6,115,000	
Total Direct and Overlapping General Obligation Bonded Debt Outstanding			$18,025,579	(c)

(a) Proportion applicable to the District is computed on the ratio of the estimated net assessed limited property value as calculated for Fiscal Year 2023/24 for the overlapping jurisdiction to the amount of such valuation that lies within the District. If the assessed value within the District increases at a faster rate than the overlapping jurisdictions, the amount of overlapping debt allocated for payment within the District will increase.

(b) Includes total general obligation bonds outstanding less redemption funds on hand. Does not include authorized but unissued general obligation bonds of such jurisdictions that may be issued in the future.

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April of 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre-feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multicounty water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (e.g., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. As of the date of this Report, the tax levy is limited to 14 cents per $100 of net assessed limited property value, of which 14 cents is currently being levied. (See A.R.S., Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the master contract.

(c) Totals may not add due to rounding.

Sources: The various entities.

Shown in the following table is a comparison of net assessed limited property values and tax rates per $100 net assessed limited property value for the District and its overlapping jurisdictions.

DIRECT AND OVERLAPPING NET ASSESSED LIMITED PROPERTY VALUE AND TOTAL TAX RATES

Overlapping Jurisdiction	2023/24 Net Assessed Limited Property Value	2023/24 Combined Tax Rate Per $100 of Net Assessed Limited Property Value (a)(b)
State of Arizona	$83,026,530,244	None
Maricopa County	54,722,326,231	$1.2044
Maricopa County Community College District	54,722,326,231	1.1388
Maricopa County Fire District Annual Levy	54,722,326,231	0.0081 (c)
Maricopa County Flood Control District	50,354,573,089	0.1536 (d)
Maricopa County Special Health Care District	55,027,363,791	0.2716
Maricopa County Library District	54,722,326,231	0.0488
Central Arizona Water Conservation District	55,027,363,791	0.1400 (e)
Western Maricopa Education Center No. 402	20,761,536,409	0.1807
Saddle Mountain Unified School District No. 90	866,510,541	3.1939
City of Buckeye	809,880,823	1.4579
Verrado District 1 Community Facilities District	196,490,237	3.7080 (f)
The District	28,246,691	2.6493 (f)

(a) Represents the combined tax rate including the tax rate for debt service payments and the tax rate for all other purposes such as maintenance and operation and capital outlay.

(b) All levies for library districts, hospital districts, fire districts, technology districts, water conservation districts and flood control districts are levied on the net full cash assessed value.

(c) The County is mandated to levy a tax annually in support of fire districts within the County.

(d) Does not include the personal property assessed valuation within the County.

(e) Includes only the assessed value valuation located within the County.

(f) Includes the O&M Tax.

The estimated net full cash value and the net assessed limited property value of taxable property within the boundaries of the District for the indicated fiscal years are shown in the table below:

PROPERTY VALUATIONS

Fiscal Year	Net Assessed Limited Property Value	Estimated Net Full Cash Value (a)
2024/25 (b)	$28,246,691	$494,428,569
2023/24	24,727,849	350,927,576
2022/23	22,934,113	283,293,697
2021/22	18,375,737	223,307,890
2020/21	17,212,231	217,947,508
2019/20	15,958,190	192,881,442

(a) Full Cash Value net of the estimated value of property exempt from taxation.

(b) Valuations are not official until approved by the Board of Supervisors of the County on or before the third Monday in August for each Fiscal Year. Although the final valuations are not expected to differ materially from the estimated valuations, they are subject to positive or negative adjustments until approved by the Board of Supervisors of the County.

Source: *Abstract by the Tax Authority*, Maricopa County Assessor's Office (August dated file for each corresponding year).

ESTIMATED DEBT SERVICE SCHEDULE*

		$7,515,000 General Obligation Refunding Bonds Series 2019 Dated: 10/30/2019			$8,290,000 General Obligation Bonds Series 2024 Dated: 09/12/2024				
Fiscal Year Ending (July 15)	Net Assessed Limited Property Values (a)	Principal	Interest	Debt Service	Principal	Interest (b)	Debt Service	Total Aggregate Debt Service (c)	Projected Bond Tax Rate (d)(e)
2024	$24,727,849	$425,000	$155,933	$580,933				$580,933	$2.3493
2025	28,246,691	460,000	145,095	605,095	$420,000	$299,723	$719,723	1,324,818	3.4865
2026	28,246,691	495,000	133,365	628,365	45,000	339,306	384,306	1,012,671	3.5851
2027	28,246,691	535,000	120,743	655,743	45,000	337,506	382,506	1,038,249	3.6756
2028	28,246,691	580,000	107,100	687,100	40,000	335,706	375,706	1,062,806	3.7626
2029	28,246,691	625,000	92,310	717,310	35,000	334,106	369,106	1,086,416	3.8462
2030	28,246,691	670,000	76,373	746,373	35,000	332,706	367,706	1,114,079	3.9441
2031	28,246,691	720,000	59,288	779,288	35,000	330,956	365,956	1,145,244	4.0544
2032	28,246,691	775,000	40,928	815,928	25,000	329,206	354,206	1,170,134	4.1426
2033	28,246,691	830,000	21,165	851,165	25,000	327,956	352,956	1,204,121	4.2629
2034	28,246,691			-	550,000	326,706	876,706	876,706	3.1037
2035	28,246,691			-	575,000	299,206	874,206	874,206	3.0949
2036	28,246,691			-	605,000	270,456	875,456	875,456	3.0993
2037	28,246,691			-	635,000	240,206	875,206	875,206	3.0984
2038	28,246,691			-	660,000	214,806	874,806	874,806	3.0970
2039	28,246,691			-	685,000	188,406	873,406	873,406	3.0921
2040	28,246,691			-	715,000	161,006	876,006	876,006	3.1013
2041	28,246,691			-	740,000	132,406	872,406	872,406	3.0885
2042	28,246,691			-	775,000	101,881	876,881	876,881	3.1044
2043	28,246,691			-	805,000	69,913	874,913	874,913	3.0974
2044	28,246,691			-	840,000	35,700	875,700	875,700	3.1002
		$6,115,000	$952,298	$7,067,298	$ 8,290,000	$ 5,007,867	$ 13,297,867		

(a) Value for period ending July 15, 2024, is actual. Value for period ending July 15, 2025, is subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(b) Interest columns reflect total interest payments for each Fiscal Year; interest will be paid semi-annually on January 15 and July 15 commencing on January 15, 2025*. Preliminary market rate scale as of February 28, 2024, provided by Raymond James and is subject to change based on a variety of economic and market factors. Final rate subject to change based on market conditions.

(c) Totals may not add up due to rounding.

(d) Rate for the period ending July 15, 2024, represents the actual secondary tax rate for debt service only. Subsequent years include a 5% delinquency factor.

(e) Rate calculated for the period ending July 15, 2025, assume the application of $340,000 in debt service funds that are on hand and held by the District.

* Preliminary, subject to change.

Reviewed and accepted by:

DMB WHITE TANK, LLC, an Arizona Limited Liability Company

By: DMB ASSOCIATES, INC., an Arizona corporation
Its: Manager

By: _____

Name: DANIEL T KELLY

Its: SR V.P.

APPENDIX A

LEGAL DESCRIPTION FOR VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

WOOD/PATEL

CIVIL ENGINEERS • HYDROLOGISTS • LAND SURVEYORS • CONSTRUCTION MANAGERS

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S.
James S. Campbell, P.E.
Gordon W. R. Wark, P.E.
Thomas R. Gettings, R.L.S.
Randall Beck, P.E.
Timothy A. Huval, P.E.
Jack K. Moody, P.E.
Scott A. Nelson, R.L.S.
Richard L. Hiner, P.E.
Leslie J. Kland, P.E.
Curtis L. Brown, P.E., R.L.S.
Paul M. Haas, P.E.
Shimin Zou, Ph.D., P.E.
Michael T. Young, P.E.
Shawn D. Gustafson, P.E.
Joseph C. Daconta, P.E.
Robert S. Unger, R.L.S.
Steven J. Rinkeviczie, P.E.
Sherrick H. Campbell, P.E.
James L. Condit, P.E.
Sandra J. Lie, P.E.
Joel P. McCarty, P.E.
Michael Weinberg, P.E.

Revised May 24, 2002
Revised April 29, 2002
Revised December 13, 2001
Revised December 7, 2001
December 4, 2001
WP #011479.RES2

See Exhibit "A"

EXHIBIT A

PARCEL DESCRIPTION
Verrado Western Overlay
Community Facilities District

All of Sections 3, 10, 11, 12, 13, 23, 24, and 25, Township 2 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona:

EXCEPT that portion of said Sections 13 and 24 described as follows:

Commencing at the northeast corner of said Section 24, said point being the **POINT OF BEGINNING** of the herein described parcel;
THENCE along the east line of said Section 24, South 00°00'48" West, a distance of 25.29 feet, to the northwest corner of Section 19, Township 2 North, Range 2 West;
THENCE continuing along said east line of Section 24, South 00°09'09" East, a distance of 554.14 feet;
Unofficial Document
THENCE leaving said east line, North 41°24'03" West, a distance of 2318.26 feet;
THENCE North 66°18'31" East, a distance of 1096.84 feet;
THENCE North 53°37'52" East, a distance of 408.18 feet;
THENCE North 40°52'17" East, a distance of 194.39 feet;
THENCE North 30°39'54" East, a distance of 137.07 feet, to the east line of said Section 13;
THENCE along said east line of Section 13, South 00°02'23" East, a distance of 2107.18 feet, to the **POINT OF BEGINNING.**

ALSO EXCEPT that portion of said Section 25 described as follows:

Commencing at the southeast corner of said Section 25, said point being the **POINT OF BEGINNING** of the herein described parcel;
THENCE along the south line of said section, North 89°52'16" West, a distance of 2635.55 feet, to the south quarter corner of said section;
THENCE continuing along said south line, North 89°41'26" West, a distance of 1540.83 feet;
THENCE leaving said south line, North 00°18'34" East, a distance of 1387.15 feet;
THENCE North 74°27'47" East, a distance of 808.85 feet;
THENCE North 88°51'14" East, a distance of 1018.02 feet;
THENCE North 34°09'28" East, a distance of 526.03 feet;
THENCE North 89°04'17" East, a distance of 926.23 feet;
THENCE North 33°10'50" East, a distance of 759.21 feet;
THENCE North 78°09'05" East, a distance of 738.91 feet;
THENCE North 63°43'26" East, a distance of 11.13 feet, to the east line of said section;

Parcel Description
Verrado Western Overlay
Community Facilities District

Revised May 24, 2002
Revised April 29, 2002
Revised December 13, 2001
Revised December 7, 2001
December 4, 2001
WP #011479.RES2

See Exhibit "A"

THENCE along said east line, South 00°05'18" East, a distance of 251.32 feet, to the east quarter corner of said section;
THENCE continuing along said east line, South 00°01'39" East, a distance of 2629.44 feet, to the **POINT OF BEGINNING.**

TOGETHER WITH

That portion of Sections 19 and 30, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 19, said point being the **POINT OF BEGINNING** of the herein described parcel;
THENCE along the west line of said Section 19, North 00°42'31" East, a distance of 12.64 feet, to the southeast corner of Section 24, Township 2 North, Range 3 West;
THENCE continuing along the west line of said Section 19, being also the east line of said Section 24, North 00°05'25" West, a distance of 2619.63 feet, to the west quarter corner of said Section 19;
THENCE continuing along said east line and said west line, North 00°44'02" West, a distance of 19.94 feet, to the east quarter corner of said Section 24;
THENCE continuing along said east line and said west line, North 00°09'09" West, a distance of 543.26 feet;
THENCE leaving said east line and said west line, South 76°53'02" East, a distance of 734.71 feet;
THENCE South 26°44'59" West, a distance of 520.76 feet;
THENCE South 28°00'50" West, a distance of 271.93 feet;
THENCE South 26°44'59" West, a distance of 232.11 feet, to the beginning of a non-tangent curve;
THENCE southwesterly along said curve, having a radius of 1007.88 feet, concave southeasterly, whose radius bears South 60°51'58" East, through a central angle of 27°04'21", a distance of 476.23 feet, to a point of intersection with a non-tangent line;
THENCE South 01°20'03" West, a distance of 157.51 feet;
THENCE South 89°46'02" West, a distance of 7.26 feet;
THENCE South 00°12'07" East, a distance of 212.54 feet;
THENCE North 90°00'00" West, a distance of 5.50 feet;
THENCE South 00°12'07" East, a distance of 452.91 feet;
THENCE North 90°00'00" West, a distance of 8.00 feet;
THENCE South 00°12'07" East, a distance of 126.56 feet;
THENCE North 89°47'53" East, a distance of 8.00 feet;
THENCE South 00°12'07" East, a distance of 258.66 feet;
THENCE North 89°47'53" East, a distance of 14.00 feet;

Unofficial Document

Parcel Description
Verrado Western Overlay
Community Facilities District

Revised May 24, 2002
Revised April 29, 2002
Revised December 13, 2001
Revised December 7, 2001
December 4, 2001
WP #011479.RES2

See Exhibit "A"

THENCE South 00°12'07" East, a distance of 126.07 feet, to the beginning of a curve;
THENCE southerly along said curve, having a radius of 890.58 feet, concave easterly through a central angle of 35°51'04", a distance of 557.26 feet, to a point of intersection with a non-tangent line;
THENCE South 51°46'50" West, a distance of 2.47 feet;
THENCE South 26°48'46" East, a distance of 60.04 feet;
THENCE South 28°23'47" East, a distance of 217.11 feet;
THENCE South 26°48'46" East, a distance of 408.29 feet, to the beginning of a non-tangent curve;
THENCE northeasterly along said curve, having a radius of 850.00 feet, concave southeasterly, whose radius bears South 24°22'43" East, through a central angle of 00°08'06", a distance of 2.00 feet, to a point of intersection with a non-tangent line;
THENCE South 26°48'46" East, a distance of 256.02 feet;
THENCE South 22°04'11" East, a distance of 145.12 feet;
THENCE South 26°48'46" East, a distance of 216.45 feet, to the beginning of a curve;
Unofficial Document
THENCE southeasterly along said curve, having a radius of 2197.50 feet, concave southwesterly through a central angle of 20°20'33", a distance of 780.21 feet, to a point of intersection with a non-tangent line;
THENCE South 83°31'47" West, a distance of 688.20 feet;
THENCE South 63°43'26" West, a distance of 452.25 feet, to the west line of said Section 30;
THENCE along said west line, North 00°05'18" West, a distance of 2380.46 feet, to the **POINT OF BEGINNING.**

Containing 4,926.7491 acres, or 214,609,191 square feet of land, more or less.

Subject to existing rights-of-way and easements.

Y:\WP\Parcel Descriptions\011479.RES2 Caterpillar Western Overlay District.doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31610
SCOTT A.
WARREN
Date Signed 5/24/02
ARIZONA, U.S.A.

Scott A. Warren

Revised May 24, 2002
Revised April 29, 2002
Revised December 13, 2001
Revised December 7, 2001
December 4, 2001
WP #011479.RES2
Page 1 of 4
See Exhibit "A"

PARCEL DESCRIPTION
Verrado Western Overlay
Community Facilities District

All of Sections 3, 10, 11, 12, 13, 23, 24, and 25, Township 2 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona:

EXCEPT that portion of said Sections 13 and 24 described as follows:

Commencing at the northeast corner of said Section 24, said point being the **POINT OF BEGINNING** of the herein described parcel;
THENCE along the east line of said Section 24, South 00°00'48" West, a distance of 25.29 feet, to the northwest corner of Section 19, Township 2 North, Range 2 West;
THENCE continuing along said east line of Section 24, South 00°09'09" East, a distance of 554.14 feet;
Unofficial Document
THENCE leaving said east line, North 41°24'03" West, a distance of 2318.26 feet;
THENCE North 66°18'31" East, a distance of 1096.84 feet;
THENCE North 53°37'52" East, a distance of 408.18 feet;
THENCE North 40°52'17" East, a distance of 194.39 feet;
THENCE North 30°39'54" East, a distance of 137.07 feet, to the east line of said Section 13;
THENCE along said east line of Section 13, South 00°02'23" East, a distance of 2107.18 feet, to the **POINT OF BEGINNING.**

ALSO EXCEPT that portion of said Section 25 described as follows:

Commencing at the southeast corner of said Section 25, said point being the **POINT OF BEGINNING** of the herein described parcel;
THENCE along the south line of said section, North 89°52'16" West, a distance of 2635.55 feet, to the south quarter corner of said section;
THENCE continuing along said south line, North 89°41'26" West, a distance of 1540.83 feet;
THENCE leaving said south line, North 00°18'34" East, a distance of 1387.15 feet;
THENCE North 74°27'47" East, a distance of 808.85 feet;
THENCE North 88°51'14" East, a distance of 1018.02 feet;
THENCE North 34°09'28" East, a distance of 526.03 feet;
THENCE North 89°04'17" East, a distance of 926.23 feet;
THENCE North 33°10'50" East, a distance of 759.21 feet;
THENCE North 78°09'05" East, a distance of 738.91 feet;
THENCE North 63°43'26" East, a distance of 11.13 feet, to the east line of said section;

Parcel Description
Verrado Western Overlay
Community Facilities District

Revised May 24, 2002
Revised April 29, 2002
Revised December 13, 2001
Revised December 7, 2001
December 4, 2001
WP #011479.RES2

See Exhibit "A"

THENCE along said east line, South 00°05'18" East, a distance of 251.32 feet, to the east quarter corner of said section;
THENCE continuing along said east line, South 00°01'39" East, a distance of 2629.44 feet, to the **POINT OF BEGINNING.**

TOGETHER WITH

That portion of Sections 19 and 30, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 19, said point being the **POINT OF BEGINNING** of the herein described parcel;
THENCE along the west line of said Section 19, North 00°42'31" East, a distance of 12.64 feet, to the southeast corner of Section 24, Township 2 North, Range 3 West;
THENCE continuing along the west line of said Section 19, being also the east line of said Section 24, North 00°05'25" West, a distance of 2619.63 feet, to the west quarter corner of said Section 19;
Unofficial Document
THENCE continuing along said east line and said west line, North 00°44'02" West, a distance of 19.94 feet, to the east quarter corner of said Section 24;
THENCE continuing along said east line and said west line, North 00°09'09" West, a distance of 543.26 feet;
THENCE leaving said east line and said west line, South 76°53'02" East, a distance of 734.71 feet;
THENCE South 26°44'59" West, a distance of 520.76 feet;
THENCE South 28°00'50" West, a distance of 271.93 feet;
THENCE South 26°44'59" West, a distance of 232.11 feet, to the beginning of a non-tangent curve;
THENCE southwesterly along said curve, having a radius of 1007.88 feet, concave southeasterly, whose radius bears South 60°51'58" East, through a central angle of 27°04'21", a distance of 476.23 feet, to a point of intersection with a non-tangent line;
THENCE South 01°20'03" West, a distance of 157.51 feet;
THENCE South 89°46'02" West, a distance of 7.26 feet;
THENCE South 00°12'07" East, a distance of 212.54 feet;
THENCE North 90°00'00" West, a distance of 5.50 feet;
THENCE South 00°12'07" East, a distance of 452.91 feet;
THENCE North 90°00'00" West, a distance of 8.00 feet;
THENCE South 00°12'07" East, a distance of 126.56 feet;
THENCE North 89°47'53" East, a distance of 8.00 feet;
THENCE South 00°12'07" East, a distance of 258.66 feet;
THENCE North 89°47'53" East, a distance of 14.00 feet;

Parcel Description
Verrado Western Overlay
Community Facilities District

Revised May 24, 2002
Revised April 29, 2002
Revised December 13, 2001
Revised December 7, 2001
December 4, 2001
WP #011479.RES2

See Exhibit "A"

THENCE South 00°12'07" East, a distance of 126.07 feet, to the beginning of a curve;
THENCE southerly along said curve, having a radius of 890.58 feet, concave easterly through a central angle of 35°51'04", a distance of 557.26 feet, to a point of intersection with a non-tangent line;
THENCE South 51°46'50" West, a distance of 2.47 feet;
THENCE South 26°48'46" East, a distance of 60.04 feet;
THENCE South 28°23'47" East, a distance of 217.11 feet;
THENCE South 26°48'46" East, a distance of 408.29 feet, to the beginning of a non-tangent curve;
THENCE northeasterly along said curve, having a radius of 850.00 feet, concave southeasterly, whose radius bears South 24°22'43" East, through a central angle of 00°08'06", a distance of 2.00 feet, to a point of intersection with a non-tangent line;
THENCE South 26°48'46" East, a distance of 256.02 feet;
THENCE South 22°04'11" East, a distance of 145.12 feet;
THENCE South 26°48'46" East, a distance of 216.45 feet, to the beginning of a curve;
Unofficial Document
THENCE southeasterly along said curve, having a radius of 2197.50 feet, concave southwesterly through a central angle of 20°20'33", a distance of 780.21 feet, to a point of intersection with a non-tangent line;
THENCE South 83°31'47" West, a distance of 688.20 feet;
THENCE South 63°43'26" West, a distance of 452.25 feet, to the west line of said Section 30;
THENCE along said west line, North 00°05'18" West, a distance of 2380.46 feet, to the **POINT OF BEGINNING.**

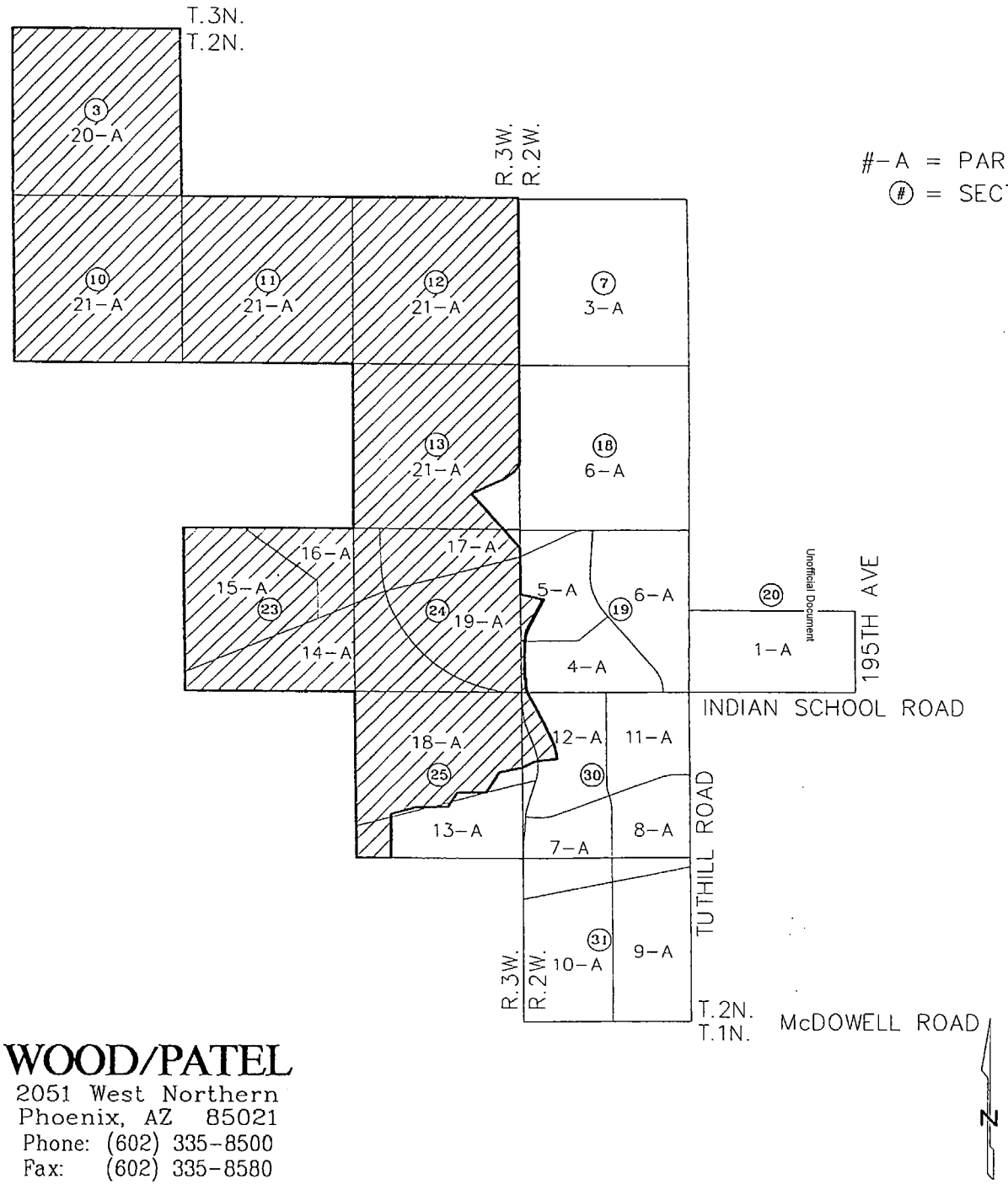
Containing 4,926.7491 acres, or 214,609,191 square feet of land, more or less.

Subject to existing rights-of-way and easements.

Y:\WP\Parcel Descriptions\011479.RES2 Caterpillar Western Overlay District.doc

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31610
SCOTT A.
WARREN
Date Signed 5/24/02
ARIZONA, U.S.A.

Scott A. Warren



Unofficial Document

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
31610
SCOTT A.
WARREN
Date Signed 5/24/02
ARIZONA, U.S.A.

Scott A. Warren

EXHIBIT "A"

VERRADO WESTERN OVERLAY
COMMUNITY FACILITIES DISTRICT
05-24-02
WP#011479.RES2
PAGE 4 OF 4
NOT TO SCALE
T:\1998\980708\LEGAL\0708L4R3

WOOD/PATEL
2051 West Northern
Phoenix, AZ 85021
Phone: (602) 335-8500
Fax: (602) 335-8580

20020539967

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 3.A. Resolution No. 05-24 Festival Ranch CFD General Obligation Bonds, Series 2024
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Festival Ranch
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 05-24 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds; delegating the authority to approve certain matters with respect to the Bonds; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; and ratifying all actions taken or to be taken to further this Resolution.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
The Board held a public hearing and adopted Resolution No. 04-24, whereby it approved a Feasibility Report and declared its preliminary intention to issue bonds and acquire the public infrastructure described in the Feasibility Report. The Board is being asked to proceed with the financing of the public infrastructure by authorizing the issuance of not to exceed $10,230,000 of the District's General Obligation Bonds, Series 2024. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base.

BENEFITS:
The proceeds of the proposed general obligation bonds would be used to acquire the public infrastructure described in the Feasibility Report. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base. There is no cost to the City. Should bonds be issued, they will be an obligation of the District and not of the City. The bonds will be payable solely from ad valorem taxes levied against the taxable property of the District.

FUTURE ACTION:
The District Clerk and the officers of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated by Resolution No. 05-24 and the bond documents described therein, including, without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the bonds.

FINANCIAL IMPACT STATEMENT:

The District shall annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District, sufficient, together with the moneys from the sources described in Resolution No. 05-24, to pay debt service on the bonds.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8006

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
696780263_v 1_Festival Ranch CFD GO and GO Ref 2024 - Continuing Disclosure Undertaking(6146021.2).docx
696821978_v 1_Festival Ranch CFD GO and GO Ref 2024 - Bond Purchase Agreement(6146022.2).docx
AGR - Festival Ranch GO Bds Sr 2024 - Registrar Contract (002)(04.10.24)(6133501.2).docx
PRELIM Festival Ranch CFD (Buckeye AZ) GO Ref Srs 24 jl 4-16-24(6146372.3).pdf
RES 05-24 - Festival Ranch CFD GO Bonds Ser 2024 - Authorizing Bonds (007)(4.16.24)(6132398.7).docx

CONTINUING DISCLOSURE UNDERTAKING

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000	$____,000
GENERAL OBLIGATION BONDS, SERIES 2024	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

(CUSIP BASE NUMBER 315598)

This Undertaking is executed and delivered by Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (collectively, the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 3, 4, 6, 7 and 10 of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or

financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

[Signature page follows.]

Dated: _____, 2024

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

[Signature page to Continuing Disclosure Undertaking]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS, SERIES 2024
AND
$_____,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

_____, 2024

Board of Directors
Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: District Manager

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), a community facilities district duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Purchase Agreement.

In addition to acceptance of this Purchase Agreement by the Issuer as provided hereinabove, the obligations of the Underwriter and the Issuer under this Purchase Agreement shall be conditioned on the execution and delivery of the Indemnity Letter, dated the date hereof (the "Indemnity Letter"), by Pulte Home Company, LLC (the "Developer"), attached as the Attachment hereto.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024" (the "Acquisition Bonds"), and $____,000 aggregate principal amount of "Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024" (the "Refunding Bonds" and, collectively with the Acquisition Bonds, the "Bonds") at the purchase price of $_____, (the "Purchase Price"). The Purchase Price represents the sum of (i) the purchase price of $_____ for the Acquisition Bonds (which represents the aggregate of the principal amount of the Acquisition Bonds of $____,000, [plus net original issue premium of $_____] [less net original issue discount of $_____], and less an Underwriter's discount of $_____ (paid from amounts contributed by the Developer)), and (ii) the purchase price of $_____ for the Refunding Bonds (which represents the aggregate of the principal amount of the Refunding Bonds of $____,000, [plus net original issue premium of $_____] [less net original issue discount of $_____] and less an Underwriter's discount of $_____ (paid from amounts contributed by the Developer)). For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, $_____ from the proceeds of the Bonds to the Insurer (as defined herein) as payment of the premium for the Policy (as defined herein). The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

(a) The Bonds have been authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Act") and resolutions adopted by the Board of Directors of the Issuer on May 7, 2024 (together, the "Bond Resolution"). The Bonds shall be dated the date of delivery. The Bonds shall be issued and secured under and pursuant to the Bond Resolution.

(b) The proceeds of the sale of the Acquisition Bonds will be used to (i) acquire the public infrastructure described in the Feasibility Report related to the Acquisition Bonds, and (ii) pay certain costs of issuance associated with the Acquisition Bonds, including the premium for the Policy. The proceeds of the sale of the Refunding Bonds will be used to (i) refund certain previously issued bonds of the District (the "Bonds Being Refunded"), and (ii) pay certain costs of issuance associated with the Refunding Bonds, including the premium for the Policy.

(c) The Bonds will be secured under the provisions of the Act and the Bond Resolution. The Bonds shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated _____, 2024, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other

than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Undertaking, to be dated the Closing Date (the "Undertaking"), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX __ - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form of Exhibit A attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale

of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

[(e)][(f)] The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as Exhibit A hereto) even if such date is prior to the Closing Date.]

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Resolution, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Undertaking, the Bond Registrar, Transfer Agent and Paying Agent Contract with respect to the Bonds, to be dated as of _____ 1, 2024 (the "Bond Registrar and Paying Agent Agreement"), by and between the Issuer and _____ (the "Paying Agent"), as such agent, the Depository Trust Agreement, to be dated as of _____ 1, 2024 (the "Depository Trust Agreement"), by and between the Issuer and _____ (the "Depository Trustee"), as depository trustee (collectively, the "Issuer Documents"), and the Bonds, and to

perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Directors of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Bonds conform to the description thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when duly issued and authenticated in accordance with the Bond Resolution and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws"). Each of the Issuer Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds, the refunding of the Bonds Being Refunded and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets

is otherwise subject (including, without limitation, the Act, the Bond Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2023, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) or the Insurer and the information under the heading "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC or the Insurer and the information under the heading "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the "underwriting period" shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, the refunding of the Bonds Being Refunded or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds; (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. UNDERWRITER'S REPRESENTATIONS. The Underwriter represents to and agrees with the Issuer that the Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING. The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona Time, on _____, 2024, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld P.L.C. ("Bond Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the Purchase Price therefor in federal funds, and (ii) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and of the Developer contained in the Indemnity Letter and the performance by the Issuer of its obligations hereunder and of the Developer pursuant to the Indemnity Letter, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein and of the Developer contained in the Indemnity Letter shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution, the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bonds, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Bonds or the Issuer Documents as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the issuance of the Bonds, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinions of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the forms attached as Appendix __ to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, and substantially in the form of Exhibit B attached hereto;

(iii) The opinion of Berens Blonstein PLC, counsel to the Developer, addressed to the Issuer and the Underwriter, dated the Closing Date, and substantially in the form of Exhibit C attached hereto.

(iv) The opinion of Greenberg Traurig, LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(v) A certificate, dated the Closing Date, signed by authorized representatives of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Bonds and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of the Bonds or the refunding of the Bonds Being Refunded, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or any Issuer Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Bonds or any Issuer Document; (d) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC or the Insurer and the information under the heading "UNDERWRITING"; (f) the financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; and (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement;

(vi) A certificate or certificates of the Developer, signed by authorized officials of the Developer and in form and substance satisfactory to the Underwriter, to the effect that the representations and warranties contained in the Indemnity Letter and in the documents executed by the Developer in connection with the issuance of the Bonds are true and correct in all material respects as of the Closing;

(vii) Executed or certified copies of each of the Issuer Documents;

(viii) A tax certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(ix) A certified copy of the Bond Resolution;

(x) Specimen Bonds;

(xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(xii) Evidence satisfactory to the Underwriter that _____ (the "Insurer") has issued its municipal bond insurance policy with respect to the Bonds (the "Policy") as well as appropriate opinions and certificates from the Insurer relating to the Policy;

(xiii) Evidence satisfactory to the Underwriter that Standard & Poor's Financial Services LLC ("S&P") has issued a rating for the Bonds of "AA" based on issuance of the Policy and that S&P has issued an underlying rating for the Bonds of "BBB+" (together, the "Ratings"), and that the Ratings are then in effect;

(xiv) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xv) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xvi) A certificate of the Depository Trustee to the effect that moneys or defeasance obligations sufficient to effectuate the refunding of the Bonds Being Refunded have been received and that such moneys or defeasance obligations have been deposited under the Depository Trust Agreement;

(xvii) A copy of a special report prepared by _____, a firm of independent certified public accountants (the "Verification Agent"), addressed to the Issuer, Bond Counsel and the Underwriter,

verifying the arithmetical computations of the adequacy of the maturing principal and interest on the obligations and uninvested cash on hand under the Escrow Trust Agreement to pay, when due, the principal of and interest on the Bonds Being Refunded;

(xviii) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xix) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer and the Developer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and of the Developer contained in the Indemnity Letter and the due performance or satisfaction by the Issuer and the Developer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Developer.

9. TERMINATION. If the Issuer and the Developer shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary

regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer or the Developer shall have occurred; or

(F) any rating on general obligation bonds of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(G) United States Treasury Certificates of Indebtedness, Notes or Bonds – State and Local Government Series or acceptable open market securities shall be unavailable for purchase and/or delivery in the amounts, maturities and prices or yields required pursuant to the Depository Trust Agreement; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Bonds or from other funds of the Issuer or from amounts contributed by the Developer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Bonds; (iii) the fees and expenses of the Issuer, the Paying Agent, the Depository Trustee, the Verification Agent, Bond Counsel, counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Bonds; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Bonds, including for the Policy. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

(b) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Bonds the discount of the Underwriter or the Purchase Price paid for the Bonds shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

12. USE OF DOCUMENTS. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Festival Ranch Community Facilities District (City of Buckeye, Arizona), c/o City of Buckeye, Arizona, 530 East Monroe Avenue, Buckeye, Arizona 85326, Attention: District Manager, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. B. Mark Reader, Managing Director

15. BENEFIT. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO

BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED THIS ..... DAY OF
…..….. 2024 at …..….. P.M.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By.....
District Treasurer

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., Attorney
for the Issuer

……..

[Signature page to Bond Purchase Agreement]

SCHEDULE

$____,000
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

Maturity Dates (July 15)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 15, 20__.

Optional Redemption. The Acquisition Bonds maturing before or on July 15, 20__, will not be subject to redemption prior to their stated maturity dates. The Acquisition Bonds maturing on or after July 15, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Acquisition Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Acquisition Bonds maturing on July 15, 20__, will be redeemed on July 15 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Acquisition Bonds Maturing July 15, 20__

Redemption Date (July 15)	Principal Amount
(maturity)	

$____,000
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

Maturity Dates (July 15)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 15, 20__.

Optional Redemption. The Refunding Bonds maturing before or on July 15, 20__, will not be subject to redemption prior to their stated maturity dates. The Refunding Bonds maturing on or after July 15, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Refunding Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Refunding Bonds maturing on July 15, 20__, will be redeemed on July 15 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Refunding Bonds Maturing July 15, 20__

Redemption Date (July 15)	Principal Amount
(maturity)	

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS, SERIES 2024
AND
$_____,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

1. Bond Purchase Agreement. On _____, 2024 (the "Sale Date"), Stifel and Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means Festival Ranch Community Facilities District (City of Buckeye, Arizona).

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2024].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (July 15)	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Bonds is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS, SERIES 2024
AND
$_____,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means Festival Ranch Community Facilities District (City of Buckeye, Arizona).

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: [Closing Date]

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

Re: Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024

WE HAVE ACTED as Bond Counsel to Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance this date by the Issuer of the captioned bonds (collectively, the "Bonds") and otherwise as counsel to the Issuer. The Bonds are issued under the resolutions adopted by the Board of Directors of the Issuer on May 7, 2024 (together, the "Resolution"), are the subject of an Official Statement, dated _____, 2024 (the "Official Statement"), and are the subject of a Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), by and between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), by and between the Issuer and _____, as registrar, a Depository Trust Agreement, dated as of _____ 1, 2024 (the "Depository Trust Agreement"), by and between the Issuer and _____, as depository trustee, and a Continuing Disclosure Undertaking, dated even date hereof (the "Undertaking" and, collectively with the Bond Registrar Contract, the Depository Trust Agreement and the Purchase Contract, as the "District Documents"), from the Issuer. (You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.)

IN OUR CAPACITY as Bond Counsel, and as counsel as described hereinabove to the Issuer, we have examined and relied upon:

(i) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);

(ii) An executed copy of the Bond Registrar Contract;

(iii) An executed copy of the Depository Trust Agreement;

(iv) An executed copy of the Official Statement;

(v) An executed copy of the Purchase Contract;

(vi) An executed copy of the Undertaking;

(vii) Such other agreements, certificates (including particularly, but not by way of limitation, certificates of Pulte Home Company, LLC (hereinafter referred to as "Developer"), dated of even date herewith), opinions, letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(viii) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Issuer, the Underwriter and Developer relating to the District Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district for purposes set forth in Section 48-708(B), Arizona Revised Statutes, as amended, pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. Adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and

authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law, ordinance, administrative regulation, court order or consent decree to which the Issuer is subject.

3. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bonds), is required in connection with the adoption by the Issuer of the Resolution or the authorization, execution, delivery, issuance and performance, as applicable, by the Issuer of the District Documents and the Bonds and the consummation of the transactions contemplated by the Official Statement.

4. The Issuer has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution, delivery and issuance, as applicable of, and the performance of its obligations under, the District Documents and the Bonds and (ii) the taking of the actions required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents.

5. The District Documents have been duly authorized, executed and delivered by the Issuer and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the available records of the Superior Court in and for the State of Arizona, County of Maricopa and the United States District Court for the District of Arizona for the five-year period ending ....., 2024, and upon inquiry of Issuer officials, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (i) which in any way questions the powers of the Issuer referred to hereinabove or the validity of the proceedings taken by the Issuer in connection with the sale and issuance of the Bonds, (ii) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Purchase Contract or by the Official Statement) or (iii) contesting

in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement. Further, there are no lawsuits pending or threatened against the Issuer which question the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate, have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover thereof, under the headings "THE DISTRICT," "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT" (except the information included under the subheading "*Ad Valorem* Property Taxation in the District"), "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District," "LITIGATION," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings) and "RELATIONSHIP AMONG PARTIES" (only as it relates to Bond Counsel) therein and in Appendix __ - "FORMS OF LEGAL OPINIONS OF BOND COUNSEL" and Appendix __ - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Furthermore, based solely on our participation in the transaction as Bond Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date hereof, contained or contain any untrue statement of a material fact or omitted or omit, respectively, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view is expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting The Depository Trust Company or _____.

8. It is not necessary in connection with the sale and issuance of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

Our opinions expressed in paragraph 5 hereof are qualified to the extent that the enforceability of the District Documents are dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the

exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshalling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and the addressee in connection with the Bonds or by virtue of this opinion. This opinion is solely for the addressee's benefit and, except as specifically stated herein, is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This opinion speaks only as of its date, and no republication is intended upon the sale, assignment, conveyance or transfer of the Bonds by the Underwriter.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE DEVELOPER

[LETTERHEAD OF BERENS BLONSTEIN PLC]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

District Board
Festival Ranch Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024

WE HAVE ACTED as counsel to Pulte Home Company, LLC, a limited liability company formed and existing pursuant to the laws of the State of Michigan (hereinafter referred to as "Developer"), particularly in connection with the transactions provided for by the documents referred to herein and in connection with the issuance and sale of the captioned Bonds, sold pursuant to a Bond Purchase Agreement, dated _____, 2024 (hereinafter referred to as the "Purchase Contract"), by and between Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Festival Ranch Community Facilities District (City of Buckeye, Arizona) (hereinafter referred to as the "District"). Any capitalized term used and not defined herein shall have the meaning assigned to it in the Purchase Contract.

For purposes of this opinion, we have examined the following:

(1) The executed Purchase Contract;

(2) The executed Official Statement, dated _____, 2024 (hereinafter referred to as the "Official Statement"), of the District;

(3) The executed Developer Indemnity Letter, dated the date of sale of the Bonds by Developer;

(..) ....; and

(..) Such other documents and instruments as we have considered necessary or appropriate for the purposes of this opinion

and received such other information from representatives of Developer as we have deemed necessary for the purposes of this opinion (hereinafter referred to, collectively, as "due inquiry"). (The document listed in paragraph (3) above is hereinafter referred to as the "Developer Document." The documents listed in paragraphs (..) through (..) above are hereinafter referred to as the "Organizational Documents.")

In rendering the following opinions, we have assumed:

(a) The genuineness of all signatures to the Developer Document, except for the signatures of Developer on the Developer Document, and the legal capacity of each natural person executing the Developer Document;

(b) The authenticity and completeness of documents submitted as originals and the conformity to originals of documents submitted as copies;

(c) The due authorization, execution, acknowledgment where necessary, and delivery, and the validity and binding effect, of the Developer Document with regard to the parties to that agreement other than Developer;

(d) The Developer Document accurately describes and contains the agreement and mutual understanding of the parties thereto and that there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Developer Document;

(e) That any certificate, representation (oral or otherwise), telegram, telex, telecopy, email or other documents on which we have relied, whether or not given or dated earlier than the date hereof, is authentic and remains accurate insofar as relevant to this opinion from such earlier date through and including the date hereof, and we are not aware of any facts inconsistent with this assumption; and

(f) After due inquiry, the parties' representations and warranties contained in the Developer Document are truthful and accurate and all reports and other documents prepared by third party consultants, relating to the transactions contemplated by the Developer Document or any of the property within the District are truthful and accurate.

Based on the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, it is our opinion that:

1. Developer is a limited liability company duly organized and validly existing under the laws and Constitution of the State of Michigan.

2. Developer is qualified to do business under the laws of the State of Arizona.

3. Developer has the requisite power and authority under the laws of the State of Arizona as well as all consents, approvals, authorizations and other actions by, and filings with, all federal, State and local governmental authorities required (i) to execute and deliver the Developer Document and carry out the terms and conditions applicable to it under, and consummate all transactions contemplated by, the Developer Document; (ii) to own and operate its properties and assets as described in the Official Statement and (iii) to carry out its business as such business is currently being conducted as described in the Official Statement.

4. The execution, delivery and performance of the Developer Document by Developer and the carrying out, giving effect to and consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of Developer, and the Developer Document has been duly executed and delivered by Developer.

5. The Developer Document is in full force and effect as of the date hereof and constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

6. The execution and delivery of the Developer Document by Developer, and the performance of its obligations thereunder, do not and will not conflict with or result in a violation of, or a default pursuant to, the Organizational Documents.

7. To our actual knowledge, the execution and delivery of the Developer Document by Developer will not conflict with or result in a violation of any contract, indenture, instrument or other agreement to which Developer is a party or by which it or its properties are bound.

8. No consent, approval, authorization or other action by, or filing with, any federal, State or local governmental authority is required in connection with the execution and delivery by Developer of the Developer Document which consent, approval, authorization or other action has not already been obtained.

9. We have no actual knowledge that Developer is in violation of any provision of, or in default under, its Organizational Documents or any agreement or other instrument, violation of or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of Developer.

10. We have no actual knowledge of any legal or governmental actions, proceedings, inquiries or investigations pending or overtly threatened by any governmental authorities or to which Developer is a party or of which any property of Developer is subject, except as described in the Official Statement.

11. To our actual knowledge, the information contained in the Official Statement pertaining to Developer and the Project (as defined in the Official Statement) under the headings "THE DISTRICT," "LAND DEVELOPMENT," "THE PUBLIC INFRASTRUCTURE," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "DEVELOPER" and "RISK FACTORS" does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which such statements were made, not misleading. In connection with

our participation with the Official Statement, we have not undertaken to independently determine the accuracy, completeness or fairness of the statements contained therein, except as and to the extent provided in this paragraph, and the knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information. However, on the basis of such participation, we have not acquired any knowledge that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

The opinions set forth above are subject to the following qualifications and limitations: (i) enforceability of the Developer Document may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, arrangement or laws or court decisions affecting the enforcement of creditors' rights generally; (ii) enforceability of the Developer Document is subject to general principles of equity, whether remedies are sought in equity or at law; (iii) enforceability of the Developer Document is further subject to the qualification that certain waivers, procedures, remedies, indemnities and other provisions of the Developer Document may be unenforceable under or limited by Arizona law; however, such law does not, in our opinion, substantially prevent the practical realization of the benefits intended by the Developer Document; (iv) we are expressing no opinion as to the enforceability of any indemnity provision with respect to any claims or other matters that result from the negligence or misconduct of any indemnitee or the failure of any indemnitee to act in a commercially reasonable manner and (v) we are expressing no opinion as to the compliance of the Developer Document or the offer and sale of the Bonds with any securities law or regulation except as provided in paragraph 11 hereof.

Whenever we indicate that our opinion is based on "our knowledge," or words of similar import, such opinion is based solely on the current actual knowledge of the firm's attorneys who have devoted substantive attention to matters related hereto after due inquiry. Except as specifically set forth herein, we have not made any independent investigation, verification, or review of any matters whatsoever and we are relying solely on such specifically stated investigation or review. We express no opinion concerning the legal validity and sufficiency of the acts of any of the other parties to the Developer Document.

We are qualified to practice law in the State of Arizona, and we do not purport to express any opinion herein concerning any law other than the laws of the State of Arizona and, for the limited subject of the corporate authority and corporate existence of Developer, the laws of the State of Michigan. Our opinions are as to what the law is or might reasonably be expected to be at the date hereof, and we assume no obligation to revise or supplement this opinion due to any change in the law by legislative action, judicial decision or otherwise. Any opinion as to the enforceability of any document is limited to enforceability as between the original parties thereto.

This opinion is being furnished to you solely for your benefit and only with respect to the captioned Bonds. Accordingly, it may not be relied upon or quoted to any person or entity without, in each instance, our prior written consent.

Respectfully submitted,

ATTACHMENT

DEVELOPER INDEMNITY LETTER

November 15, 2023

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

District Board
Festival Ranch Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024

This Indemnity Letter is delivered by Pulte Home Company, LLC, a limited liability company organized and existing pursuant to the laws of the State of Michigan (hereinafter referred to as "Developer"), in order to induce Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Festival Ranch Community Facilities District (City of Buckeye, Arizona), a community facilities district organized and existing pursuant to the laws of the State of Arizona (the "District"), to enter into the Bond Purchase Agreement, dated even date herewith (hereinafter referred to as the "Purchase Contract") related to the purchase by the Underwriter and sale by the District of the captioned Bonds (hereinafter referred to collectively as the "Bonds"). Terms which are defined in the Purchase Contract have the meanings ascribed to them therein when used herein.

1. In consideration of the execution and delivery of the Purchase Contract, Developer represents and warrants to the Underwriter and the District that:

(a) Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan and is qualified to transact business in the State of Arizona.

(b) As of the date of the Official Statement, the information in the Official Statement pertaining to Developer and the Project (as defined in the Official Statement)

under the headings "THE DISTRICT," "LAND DEVELOPMENT," "THE PUBLIC INFRASTRUCTURE," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "DEVELOPER" and "RISK FACTORS" (but not the other information, opinions, assumptions or projections contained therein) is true and correct in all material respects for the purposes for which its use is or was authorized, and such information does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) Neither the execution or delivery of this Indemnity Letter (hereinafter referred to as the "Developer Document") nor the consummation of any other of the transactions herein contemplated, nor the fulfillment of, or compliance with, the terms hereof, shall contravene the organizational documents of Developer or conflict with or result in a breach by Developer of any of the terms, conditions or provisions of, or constitute a default by Developer under, any bond, debenture, note, mortgage, indenture, agreement or other instrument to which Developer is a party or by which it is bound or to which any of the property or assets of Developer is subject, or any law or any order, rule or regulation applicable to Developer of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over Developer or any of the properties or operations of Developer, or (except as contemplated by the Developer Document) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of Developer under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of Developer, threatened against Developer wherein an adverse decision, ruling or finding would (i) result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of Developer, or which would materially and adversely affect the properties (taken as a whole) of Developer, and which has not been disclosed in the Official Statement, (ii) materially adversely affect the transactions contemplated by the Purchase Contract or the Developer Document or (iii) adversely affect the validity or enforceability of the Developer Document.

(e) Developer has the full power and authority to execute and deliver the Developer Document and perform its obligations hereunder and engage in the transactions contemplated by the Purchase Contract and the Developer Document, and the Developer Document has been duly authorized by Developer and, when executed and delivered by the respective parties thereto, will constitute a valid, binding and enforceable obligation of Developer except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(f) No consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the consummation by Developer of the transactions contemplated by the Purchase Contract and the Developer Document.

2. Developer shall indemnify and hold harmless the Underwriter, the District, the Financial Advisor and, as applicable each director, trustee, partner, member, officer, official, legal counsel, independent contractor or employee thereof and each person, if any, who controls the Underwriter, the District or the Financial Advisor within the meaning of the Securities Act of 1933, as amended (any such person being herein sometimes called an "Indemnified Party"), for, from and against any and all losses, claims, damages or liabilities, joint or several, (i) to which an Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, to the extent, and only to the extent, such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact pertaining to Developer or the Project set forth in the sections identified in the Official Statement in Section 1(b) above or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact pertaining to Developer or the Project required to be stated in such section(s) or which is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading in any material respect, except such indemnification shall not extend to any other statements in the Official Statement and (ii) with respect to an Indemnified Party only, to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from, and only to the extent of, a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission pertaining to Developer or the Project, the indemnity provided by Developer shall only apply if such settlement is effected with the written consent of Developer (which consent shall not be unreasonably withheld). The indemnification obligation of Developer hereunder (and/or any defense obligation) shall not extend to any other statements in the Official Statement or to claims based upon the action of any other parties, including the Indemnified Parties, or to such losses, claims, damages or liabilities or defense costs that arise from such other statements in the Official Statement or to claims based upon the action of any other parties, including the Indemnified Parties.

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be due from Developer, notify Developer in writing of the commencement thereof. Failure of the Indemnified Party to give such notice shall reduce the liability of Developer by the amount of damages attributable to the failure of the Indemnified Party to give such notice to Developer, but the omission to notify Developer of any such action shall not relieve Developer from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Developer of the commencement thereof, Developer may, or, if so requested by such Indemnified Party, shall, participate therein or assume the defenses thereof (to the extent of Developer's portion of such claims, if additional claims are made beyond those for which indemnity is provided hereunder), with counsel satisfactory to such Indemnified Party and Developer (it being understood that, except as hereinafter provided, Developer shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action or for the cost of the portion of any defense of any additional claims beyond those for which indemnity is provided hereunder), and after notice from Developer to such Indemnified Party of an election so to assume the defenses thereof, Developer shall not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until Developer assumes the defense of any such action at the request of

such Indemnified Party, Developer shall have the right to participate at its own expense in the defense of any such action. If Developer shall not have employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Developer (in which case Developer shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Developer, but only if and to the extent liability is found or based upon a matter for which Developer is liable hereunder.

3. All of the representations, warranties, and agreements of Developer contained in the Developer Document shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, the District, the Financial Advisor, any controlling person referred to in paragraph 2 hereof or Developer or (ii) delivery of and payment for the Bonds.

4. This letter is solely for the benefit of the Underwriter, the District, the Financial Advisor and their successors or assigns, and, to the extent provided in paragraph 2 hereof, each Indemnified Party, and no other person shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" as used in this letter shall not include any purchaser, as such purchaser, from the Underwriter of the Bonds.

5. Developer shall pay all costs with respect to the issuance and delivery of the Bonds.

6. Developer consents to the references to Developer in the Official Statement.

7. The letter shall be governed by, and construed in accordance with, the laws of the State of Arizona.

Respectfully submitted,

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

By.....
Name: D. Bryce Langen
Title: Vice President and Treasurer

FEDERAL TAXPAYER I.D. NO. 35-2264191

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____] 1, 2024 (this "*Contract*"), is made and entered into between the **FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (hereinafter called the "*District*") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** in its capacity as bond registrar, transfer agent and paying agent (hereinafter called the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 05-24 (Festival Ranch) (the "*Bond Resolution*"), the District will issue its General Obligation Bonds, Series 2024 (the "*Bonds*") in the aggregate principal amount of $[_____]. The Board of Directors of the District (the "*Board*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to: (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the District the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to: (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to: (i) providing a billing to the District at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than the time established by DTC, on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the District; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information, for six years after payment; and (vii) making proof of such payments available to the District or any registered owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) next preceding the applicable interest payment date, or if such day is not a Business Day, the previous Business Day. Normal transfer activities will continue after the Record Date but the interest payments will be mailed to the registered owners of the Bonds as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**.

A. The Bank agrees to provide certain notices to the registered owners of the Bonds as required to be provided by the Bank in, and upon being provided with a copy of, the Bond Resolution. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

B. The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

C. If the moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to registered owners of the Bonds and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will deliver the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The District will transfer immediately available funds to the Bank no later than one Business Day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the District.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three Business Day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the District will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (2024/2025) is $[_____].00 and shall be due at the initial delivery of the Bonds and shall be paid from [proceeds of the Bonds and amounts contributed by Pulte Home Company, LLC]. Subsequent payments shall be made by the District in accordance with this Contract.

9. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the District for its 2025/2026 fee prior to June 1, 2025, and prior to each June 1 thereafter for each succeeding fiscal year.

10. **Costs and Expenses**. Except as provided in Section 8 hereof, the District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the District, its Board, the Treasurer of the District and all boards, commissions, officials, officers and employees of the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The Bank and the District each reserve the right to amend any individual service set forth herein or all of the services upon providing 60 days' prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and shall be vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**.

A. The Bank may resign or the District may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after

a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent.

B. In the event the Bank resigns or is replaced, the District reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, *et seq.*, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the District shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor bond registrar, transfer agent and paying agent or as reimbursement if the District acts as bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the District or its agents, to comply with the requirements of the Arizona Department of Administration pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the District for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The District, or its duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owners thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owners of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law)

following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the owners of such Bonds arising under such Bond shall be made upon the District and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds that are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges of the Bank and the District in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the District of evidence satisfactory to the Bank and the District that such Bond was destroyed or lost, and furnishing the Bank and the District with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The District has agreed in the Bond Resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate that may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the District, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the District may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The District may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Arbitrage Rebate Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership of the Bond.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep such papers, information and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the District during the Bank's normal business hours. The Bank and its subcontractors shall reasonably cooperate with the District's random inspections, including granting the District entry rights onto their property to perform the random inspections, granting the District access to, and use of, the Information; provided, that the District agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 29 and, subject to the requirements of law, including the public records law of the State, the District will preserve the confidentiality of any information, records or papers the District views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**. To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Bank's role as registrar, transfer agent and paying agent pursuant to Section 15 hereunder.

33. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____] 1, 2024.

FESTIVAL RANCH
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By_____
District Chairman

ATTEST:

_____
District Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page to the Bond Registrar
Transfer Agent and Paying Agent Contract]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE - BOOK-ENTRY-ONLY **RATINGS: See "RATINGS" herein.**
INSURANCE: See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District (as defined herein), as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.

[The Board of Directors of the District has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, which relates to the ability of certain financial institutions to deduct the interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. Representatives of the Board of Directors of the District will represent and warrant that they do not anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2024 will exceed $10,000,000. – to be verified based on final sizing of this financing]

$8,000,000*
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

$3,305,000*
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

Dated: Date of initial delivery *Due: As shown on the inside front cover pages*

The General Obligation Bonds, Series 2024 (the "Acquisition Bonds") and the General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds" and, collectively with the Acquisition Bonds, the "Bonds") of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District"), will be issued in the form of fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available initially to ultimate purchasers through the book-entry-only system maintained by DTC in amounts of $5,000 of principal amount of a series or integral multiples in excess thereof due on specified maturity dates. Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025*. Payments of principal and interest will be paid by wire transfer to DTC for subsequent disbursements to DTC participants which will remit such payments to the beneficial owners of the Bonds. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM."

SEE INSIDE FRONT COVER PAGES FOR MATURITY SCHEDULES

The Acquisition Bonds are authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "Enabling Act"), and an election held on May 25, 2005, in and for the District, and the Refunding Bonds are authorized pursuant to the Enabling Act and Title 35, Chapter 3, Article 4, Arizona Revised Statutes, as amended. The Bonds will be issued pursuant to resolutions of the Board of Directors of the District adopted on May 7, 2024. The Bonds will be payable as to both principal and interest from *ad valorem* taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount with respect to the Acquisition Bonds and without limitation as to rate with respect to the Refunding Bonds, provided, however, that with respect to the Refunding Bonds, such taxes will be limited in amount so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate principal of and interest due on the Bonds Being Refunded (as defined herein) from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The application of such taxes to the payment of the Refunding Bonds will be subject to the rights vested in the owners of the Bonds Being Refunded to payment of the Bonds Being Refunded from the same source in the event of a deficiency in the proceeds of the Refunding Bonds held in trust to pay principal of and interest on the Bonds Being Refunded. The owners of the Refunding Bonds must rely on the sufficiency of the monies held in trust for payment of the Bonds Being Refunded. See "PLAN OF REFUNDING" and "SECURITY FOR AND SOURCES OF PAYMENT" herein.

Certain of the Bonds will be subject to redemption by the District prior to their stated maturity dates as described under "THE BONDS – Redemption Provisions" herein.*

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by [Bond Insurer].

[Insurer Logo]

Proceeds of the sale of the Acquisition Bonds will be used to finance the acquisition of certain public infrastructure by the District and pay certain costs of issuance of the Acquisition Bonds. Proceeds of the sale of the Refunding Bonds will be used to refund the Bonds Being Refunded and pay certain costs of issuance of the Refunding Bonds.

Investment in the Bonds involves certain risks that each prospective investor should consider prior to investing. See "SECURITY FOR AND SOURCES OF PAYMENT" and "RISK FACTORS" herein.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF BUCKEYE, ARIZONA, THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT, LIMITED AS DESCRIBED HEREIN), NOR THE FULL FAITH AND CREDIT OF THE DEVELOPER (AS DEFINED HEREIN), WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY OF BUCKEYE, ARIZONA, THE DEVELOPER, THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

The Bonds will be offered when, as and if issued by the District and received by the Underwriter identified below (the "Underwriter") and subject to the legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed upon for the District by its counsel, Gust Rosenfeld P.L.C., for the Underwriter by its counsel, Greenberg Traurig, LLP, Phoenix, Arizona, and for the Developer by its counsel, Berens Blonstein PLC, Scottsdale, Arizona. It is expected that delivery of the Bonds will be made through the facilities of DTC on or about September __, 2024*.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* *Subject to change.*

STIFEL

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

MATURITY SCHEDULES*

$8,000,000*
GENERAL OBLIGATION BONDS, SERIES 2024

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 315598
2025	$215,000	%	%	
2026	340,000			
2027	355,000			
2028	150,000			
2029	160,000			
2030	165,000			
2031	175,000			
2032	180,000			
2033	190,000			
2034	200,000			
2035	210,000			
2036	220,000			
2037	230,000			
2038	240,000			
2039	250,000			
2040	260,000			
2041	275,000			
2042	285,000			
2043	295,000			
2044	3,605,000			

$___,000 ____% Term Bond Due 7/15/20__, Yield ____% CUSIP 315598___

$___,000 ____% Term Bond Due 7/15/20__, Yield ____% CUSIP 315598___

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* *Subject to change.*

[1] *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Financial Advisor, the Underwriter, the Developer or their agents or counsel assume responsibility for the accuracy of such numbers.*

$3,305,000*
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2024

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 315598
2025	$340,000	%	%	
2026	330,000			
2027	335,000			
2028	345,000			
2029	360,000			
2030	365,000			
2031	370,000			
2032	390,000			
2033	470,000			

* *Subject to change.*

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FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

DISTRICT BOARD

Eric Orsborn, *District Board Chairman*
Tony Youngker, *District Board Member*
Clay Goodman, *District Board Member*
Jeanine Guy, *District Board Member*
G. Patrick HagEstad, *District Board Member*
Michelle Hess, *District Board Member*
Craig Heustis, *District Board Member*

DISTRICT STAFF

Daniel Cotterman, *District Manager*
William Kauppi, *District Treasurer*
Lucinda Aja, *District Clerk*

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside front cover pages and the appendices hereto, should be considered in its entirety, and no one subject should be considered less important than another by reason of location in the text. Brief descriptions of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District"), the District's General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024 (collectively, the "Bonds"), the hereinafter described Bond Resolution, the security for the Bonds, the Developer (as defined herein) and other information are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bonds, the Bond Resolution and any other documents are qualified in their entirety by reference to such documents, copies of which may be obtained from Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), at 2801 East Camelback Road, Suite 300, Phoenix, Arizona 85016.

The information set forth herein has been obtained from the District, the Developer and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Underwriter or Hilltop Securities Inc. (the "Financial Advisor"). This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions or that they will be realized. The presentation of information, including tables of *ad valorem* tax rates and bonded general obligation indebtedness, in this Official Statement is intended to show recent historical information and, except as expressly stated otherwise, is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District, the Financial Advisor, or any of their legal counsel, including counsel to the Underwriter and Bond Counsel (as defined herein) the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

[Bond Insurer Disclosure]

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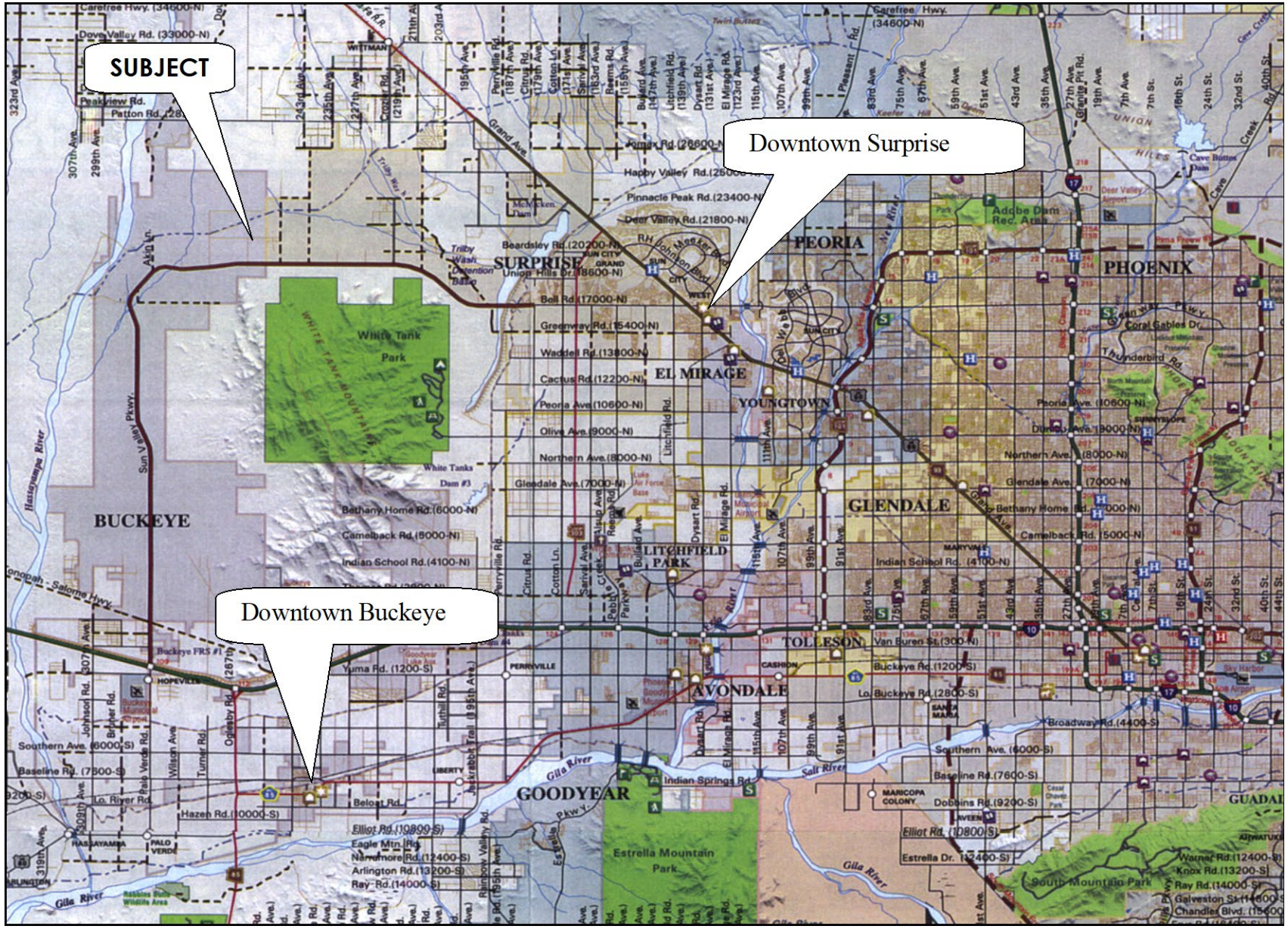
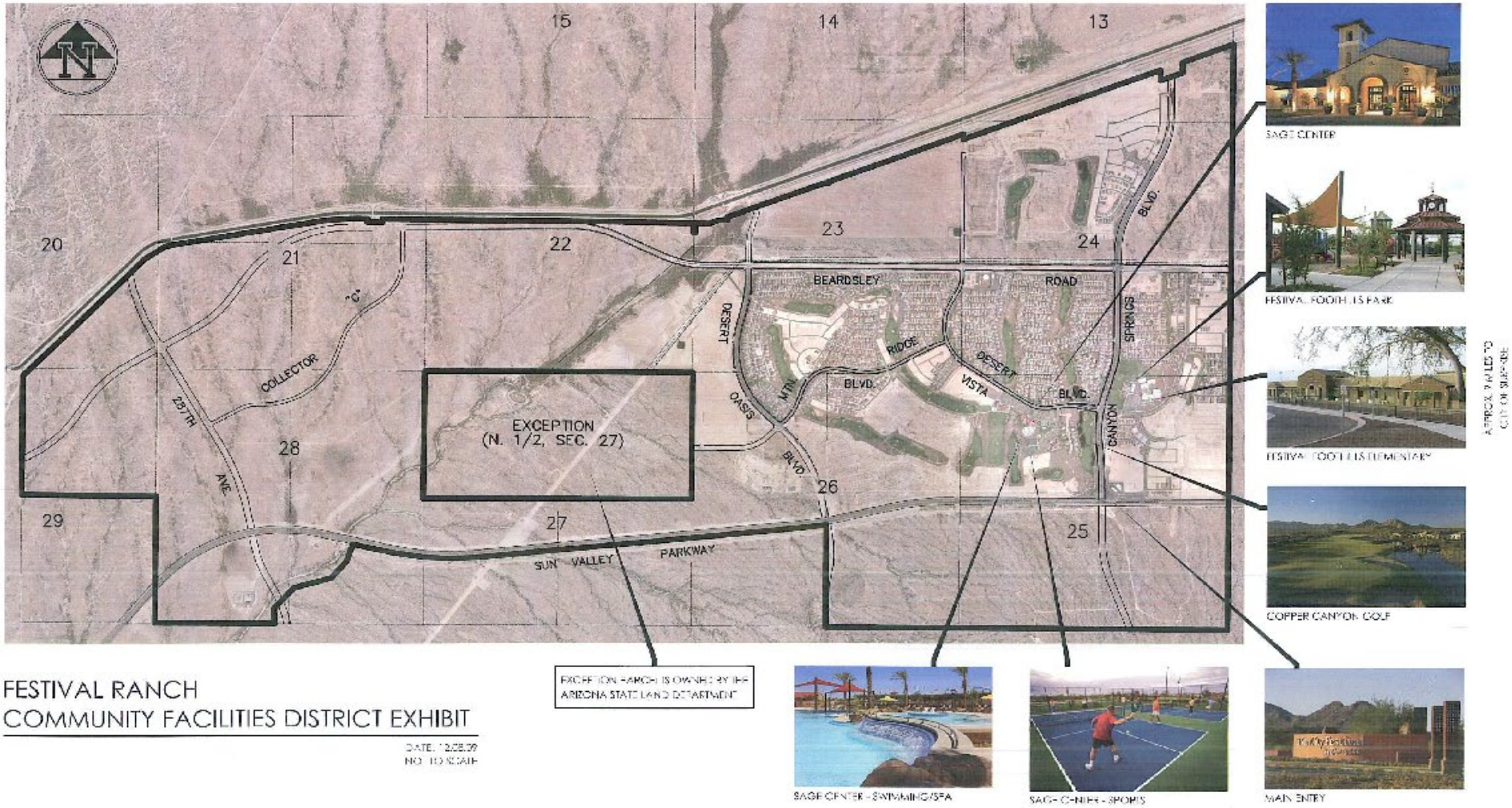
MAP SHOWING LOCATION OF THE DISTRICT
WITHIN METROPOLITAN PHOENIX AREA



AERIAL PHOTOGRAPH OF THE DISTRICT



FESTIVAL RANCH
COMMUNITY FACILITIES DISTRICT EXHIBIT

DATE: 12.08.09
NO. TO SCALE

EXCEPTION PARCEL IS OWNED BY THE ARIZONA STATE LAND DEPARTMENT

OFFICIAL STATEMENT

$8,000,000*	$3,305,000*
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION BONDS, SERIES 2024	**FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024**

This Official Statement, which includes the cover page, the inside front cover pages and the appendices hereto, provides certain information concerning the Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "Acquisition Bonds") and General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds" and, collectively with the Acquisition Bonds, the "Bonds"), to be issued in the principal amounts indicated above.

THE DISTRICT

Pursuant to the Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "Enabling Act"), and in response to a petition by Pulte Home Corporation, which was subsequently converted to Pulte Home Company, LLC (the "Developer"), the Mayor and Council of the Town of Buckeye, Arizona (the "Town"), adopted a resolution on April 19, 2005, which formed Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District"). Effective January 1, 2014, the Town organized as a city and became the City of Buckeye, Arizona (the "City"), the successor in interest to the Town. See APPENDIX A - "INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA" hereto for information about the City and the information under the heading "DEVELOPER" herein for information about the Developer.

The District encompasses approximately 4,015 acres within the City and is located approximately 34 miles west of downtown Phoenix, Arizona, 17 miles north of Interstate 10, and nine miles west of current development within the City of Surprise, Arizona. See the map on page (iv) with respect to the location of the District and the aerial photograph of the District on page (v).

The District is a special purpose, tax levying public improvement district for purposes of the constitution of the State of Arizona (the "State" or "Arizona") and a municipal corporation for certain purposes of the laws of the State. Except as otherwise provided in the Enabling Act, the District is considered to be a municipal corporation and political subdivision of the State, separate and apart from the City. The Mayor and Council of the City serve, *ex officio*, as members of the Board of Directors of the District (the "Board"), and the City Manager of the City serves as the District Manager.

Pursuant to the terms of certain development agreements among the City, the Developer and the District, the District has provided financing for the acquisition of certain public infrastructure necessary for development of the land within the boundaries of the District. See "LAND DEVELOPMENT" herein. The District has the authority, with voter approval, to issue general obligation bonds payable from *ad valorem* taxes levied on all taxable property within the boundaries of the District, without limitation as to rate or amount, to finance, among other things, the acquisition costs of public infrastructure purposes within the District, including incidental costs and the costs of issuing bonds. The District also levies a $0.30 *ad valorem* tax per $100 of Net Limited Assessed Property Value (as defined herein), the proceeds of which are used to pay a portion of the operation and maintenance expenses of the District and of the public infrastructure financed by the District (the "Operation and Maintenance Tax").

---

* *Subject to change.*

THE BONDS

Authority and Election

The Acquisition Bonds are authorized pursuant to the Enabling Act and an election held on May 25, 2005 (the "Election"). The Acquisition Bonds will be the fifteenth series of bonds issued pursuant to the authorization approved at the Election, and, after issuance of the Acquisition Bonds, $108,560,108* principal amount of general obligation bonds of the District will remain authorized but unissued. Additional indebtedness could be authorized for the District in the future pursuant to other elections. The Acquisition Bonds are being issued in order to (i) finance a portion of the cost for the District to acquire the Public Infrastructure Financed by the Bonds (as defined herein) from the Developer and (ii) pay certain costs of issuance of the Acquisition Bonds. See "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS."

The Refunding Bonds are authorized pursuant to the Enabling Act and Title 35, Chapter 3, Article 4, Arizona Revised Statutes, as amended (the "Refunding Act"). Proceeds from the sale of the Refunding Bonds will be used to (i) refund the Bonds Being Refunded (as defined herein) as described under "PLAN OF REFUNDING" and (ii) pay certain costs of issuance of the Refunding Bonds.

The Bonds will be issued pursuant to resolutions adopted by the Board on May 7, 2024 (together, the "Bond Resolution").

See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District" and "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District."

General Description

The Bonds will be dated the date of their initial delivery, and will mature and bear interest at the rates as set forth on the inside front cover pages of this Official Statement.

Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025* (each such date being referred to herein as an "Interest Payment Date"). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of their initial delivery, calculated on the basis of a 360-day year of twelve 30-day months. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM." The District has chosen the close of business on the last day of the calendar month (other than a Saturday, Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "Business Day")) next preceding the applicable Interest Payment Date, or if such day is not a Business Day, the previous Business Day, as the record date for the Bonds (the "Record Date").

The principal of, redemption price for and interest on the Bonds will be payable when due to Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds for a book-entry-only system (the "Book-Entry-Only System"). The Bonds will be available initially to ultimate purchasers under such system in amounts of $5,000 of principal of a series or integral multiples in excess thereof due on specified maturity dates. No document of any nature whatsoever need be surrendered as a condition to payment of the principal of and interest on the Bonds. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM."

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

---

* *Subject to change.*

Redemption Provisions*

Optional Redemption. The Bonds maturing before or on July 15, 20__ will not be subject to redemption prior to their maturity. The Bonds maturing on or after July 15, 20__ will be subject to redemption prior to maturity, at the option of the District, in whole or in part from maturities selected by the District on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed, plus interest accrued to the date fixed for redemption but without premium.

Mandatory Redemption. The Bonds maturing on July 15 of the following years will be redeemed from funds of the District prior to maturity on July 15 of the following years and in the following principal amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the redemption date, but without premium:

Term Bonds due July 15, 20__*

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000
	___,000 (maturity)

Term Bonds due July 15, 20__*

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000
	___,000 (maturity)

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or are delivered to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro rata basis, to the extent practicable; provided, however, that each remaining mandatory payment shall be in an amount of at least $5,000 of principal.

Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM." If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be provided as set forth in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

---

* *Subject to change.*

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by or on behalf of the District or the Bond Registrar and Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Effect of Redemption. On the date designated for redemption, the Bonds or portions thereof to be redeemed will become and be due and payable at the redemption price for such Bonds or portions thereof, and, if monies for payment of the redemption price are held in a separate account by the Bond Registrar and Paying Agent, interest on such Bonds or portions thereof to be redeemed will cease to accrue, such Bonds or portions thereof will cease to be entitled to any benefit or security under the Bond Resolution, the owners of such Bonds or portions thereof will have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds or portions thereof will be deemed paid and no longer outstanding. DTC's practice is to determine by lot the amount of each Direct Participant's (as defined in APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM") proportionate share that is to be redeemed.

Redemption of Less than All of a Bond. The District may redeem any amount that is included in a Bond that is subject to prior redemption in a denomination equal to or in excess of, but divisible by, $5,000. In the event of a partial redemption, the Bond will be redeemed in accordance with DTC's procedures. In the event of a partial redemption after the Book-Entry-Only System is discontinued, the registered owner will submit the Bond for partial redemption and the Bond Registrar and Paying Agent will make such partial payment and will cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Registration and Transfer When Book-Entry-Only System Has Been Discontinued

If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bond or Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds during the period from the Record Date to and including the respective Interest Payment Date. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds that have been selected for prior redemption.

The transferor will be responsible for all fees, taxes and any other costs relating to the transfer of ownership of individual Bonds.

PLAN OF REFUNDING

The proceeds of the sale of the Refunding Bonds, together with amounts on deposit in the District's debt service fund, will be placed in an irrevocable depository trust (the "Depository Trust") with U.S. Bank Trust Company, National Association (the "Trustee"), to pay debt service on all of the outstanding principal amount with respect to each series of the bonds identified below (collectively, the "Bonds Being Refunded") until their redemption on the date specified below, and to redeem the Bonds Being Refunded on such redemption date, without premium, pursuant to the terms of a depository trust agreement between the District and the Trustee.

Schedule of Bonds Being Refunded*

Issue Series	Maturity Date	Coupon	Principal Amount Outstanding	Bonds Being Refunded*	Redemption Date*	Redemption Premium (as a Percentage of Principal)	CUSIP®[1] No. 315598
2012	7/15/2025 (b)	5.000%	$220,000	$220,000	12/24/2024	0.0%	BL5
	7/15/2026 (b)	5.000	230,000	230,000	12/24/2024	0.0	BL5
	7/15/2027	5.000	240,000	240,000	12/24/2024	0.0	BL5
	7/15/2028 (c)	5.000	250,000	250,000	12/24/2024	0.0	BN1
	7/15/2029 (c)	5.000	265,000	265,000	12/24/2024	0.0	BN1
	7/15/2030 (c)	5.000	280,000	280,000	12/24/2024	0.0	BN1
	7/15/2031	5.000	290,000	290,000	12/24/2024	0.0	BN1
			$1,775,000	$1,775,000			
2013	7/15/2025 (d)	4.250 %	$60,000	$60,000	12/24/2024	0.0 %	BZ4
	7/15/2026	4.250	65,000	65,000	12/24/2024	0.0	BZ4
	7/15/2027 (e)	4.500	65,000	65,000	12/24/2024	0.0	CA8
	7/15/2028	4.500	70,000	70,000	12/24/2024	0.0	CA8
	7/15/2029 (f)	4.750	75,000	75,000	12/24/2024	0.0	CB6
	7/15/2030	4.750	75,000	75,000	12/24/2024	0.0	CB6
	7/15/2031 (g)	5.250	75,000	75,000	12/24/2024	0.0	CC4
	7/15/2032 (g)	5.250	390,000	390,000	12/24/2024	0.0	CC4
	7/15/2033	5.250	480,000	480,000	12/24/2024	0.0	CC4
			$1,355,000	$1,355,000			

* *Subject to change.*

(a) See footnote (1) on the inside front cover pages.

(b) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2027.

(c) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2031.

(d) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2026.

(e) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2028.

(f) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2030.

(g) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2033.

To the extent the monies held by the Trustee are not sufficient to pay the principal of and interest on the Bonds Being Refunded, the District will remain liable for payment of the Bonds Being Refunded. The *ad valorem* tax to be levied for the payment of the Refunding Bonds will be unlimited as to rate, except that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate of principal and interest due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The Refunding Act provides that the issuance of the Refunding Bonds will in no way infringe upon the rights of holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the monies held in the Depository Trust prove insufficient. The Refunding Act further provides that owners of the Refunding Bonds must rely upon the sufficiency of such monies held in the Depository Trust for the payment of the Bonds Being Refunded. See "SECURITY FOR AND SOURCES OF PAYMENT."

VERIFICATION OF MATHEMATICAL COMPUTATIONS

[Verification Agent Disclosure]

SOURCES AND APPLICATIONS OF FUNDS

	Acquisition Bonds	Refunding Bonds	Total
Sources			
Par Amount of Bonds	$8,000,000.00*	$3,305,000.00*	$11,305,000.00*
[Net] Original Issue Premium/Discount *(a)*			
Developer Contribution			
Total			
Applications			
Cost of Acquisition			
Transfer to Trustee			
Payment of Costs of Issuance (b)			
Deposit to Debt Service Fund			
Total			

* *Subject to change.*

(a) *[Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]*

(b) *Will include premium on the Policy (as defined herein) and compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.*

SECURITY FOR AND SOURCES OF PAYMENT

General

The Board will annually levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any amounts from the sources described in the Enabling Act and available pursuant to the Bond Resolution, to pay debt service with respect to the Bonds (whether at maturity or prior redemption) when due, such *ad valorem* taxes to be unlimited as to rate, except that such *ad valorem* taxes with respect to the Refunding Bonds will be limited in amount so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds will not exceed the total aggregate principal of and interest due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. Subject to such limitation, such taxes are to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Amounts derived from the levy of such tax when collected constitute funds to pay the debt service on the outstanding general obligation bonds of the District, including debt service with respect to the Bonds, and will be kept separately from other funds of the District. With respect to *ad valorem* property taxes, the outstanding general obligation bonds of the District and the Bonds will be payable from such taxes on the same basis as issues of general obligation bonds of the District which may be issued in the future. In addition to the levy of *ad valorem* property taxes for the payment of debt service on the Bonds, the Board also levies the Operation and Maintenance Tax. See TABLE 7 herein for information regarding the outstanding general obligation bonds of the District. See also "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING TAXES – Additional General Obligation Bonded Indebtedness of the District."

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT, LIMITED AS DESCRIBED HEREIN), NOR THE FULL FAITH AND CREDIT OF THE DEVELOPER, WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE DEVELOPER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

Ad Valorem Property Taxation in the District

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special service districts such as sanitary, fire, road improvement and career technical education districts are "secondary taxes." See "Primary Taxes" and "Secondary Taxes" below.

Taxable Property. Real property and improvements and personal property are either valued by the Assessor of Maricopa County, Arizona (the "County") or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value. In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value. In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions. The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the District.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios. All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2020	2021	2022	2023	2024
Mining, utilities, commercial and industrial *(b)*	18%	18%	17.5%	17%	16.5%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	15	15	15	14	14

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *2024 Final Property Class Summary*, Arizona Department of Revenue.

Primary Taxes. Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value. "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bonded indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes. Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, and career technical education districts, and the taxes levied by school district for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Tax Procedures. The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then

forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

Typically, approximately 20,000 resolutions for corrected values are processed annually in the County; however, during fiscal year 2024/25, the Treasurer of the County is anticipated to process significantly more resolutions as a result of a ruling by the Arizona Court of Appeals.

In 2021, the Arizona Court of Appeals ruled in *Qasimyar v. Maricopa County* that certain transitions between property classifications qualified as a "change in use" requiring recalculation of the limited property value of the affected properties. The ruling affects taxable property values in the County in tax years 2015–2023. As a result, the Assessor of the County will be submitting to the Treasurer approximately one-million resolutions applicable to tax years 2015–2023, which is expected to result in property tax refunds to adversely affected taxpayers. At this point, the amount and magnitude of the anticipated refunds is unknown. The District cannot predict the effect of such resolutions until the Assessor of the County and the Treasurer of the County have completed the process.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth in TABLE 2 is a record of property taxes levied and collected in the District for a portion of the current fiscal year and the previous five fiscal years.

TABLE 2

Property Taxes Levied and Collected (a)
Festival Ranch Community Facilities District

Fiscal Year	District Tax Rate	Adopted District Tax Levy	Adjusted District Tax Levy as of June 30th	Collected to June 30th of Initial Fiscal Year		Adjusted District Tax Levy as of 3/31/2024	Cumulative Collections to March 31, 2024	
				Amount	% of Adj. Levy		Amount	% of Adj. Levy
2023/24 *(b)*	$ 3.1731	$3,874,336	*(b)*	*(b)*	*(b)*	$ 3,869,030	$2,796,268	72.27%
2022/23	3.1493	3,439,014	$ 3,434,604	$ 3,391,658	98.75%	3,415,605	3,415,599	100.00
2021/22	3.0749	2,996,446	2,996,158	2,981,002	99.49	2,995,073	2,995,072	100.00
2020/21	2.8803	2,446,185	2,428,199	2,422,916	99.78	2,427,984	2,447,983	100.00
2019/20	3.3232	2,455,175	2,454,593	2,439,967	99.40	2,450,053	2,450,051	100.00
2018/19	3.1291	2,061,767	2,061,523	2,053,681	99.62	2,041,245	2,041,245	100.00

(a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Interest and penalty collections for delinquent taxes are not included in the collection figures in TABLE 2, but are deposited in the County's General Fund.

(b) 2023/24 taxes in course of collection:
First installment due 10-01-23; delinquent 11-01-23
Second installment due 03-01-24; delinquent 05-01-24.

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures. The property taxes due the District are billed, along with State and other taxes, each September, are due and payable in two installments on October 1 and March 1, and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated monthly at a rate of 1.33% as of the first day of each subsequent month. (Interest and penalties for delinquent taxes are waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor (as defined herein), the Developer or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years. See "RISK FACTORS – Bankruptcy and Foreclosure Delays."

TABLE 3

Net Limited Assessed Property Value by Property Classification
Festival Ranch Community Facilities District

Class	2024/25 *(a)*	2023/24	2022/23	2021/22	2020/21	2019/20
Commercial, industrial, utilities & mines	$ 4,856,986	$ 2,627,849	$ 3,338,453	$ 3,719,796	$ 3,060,862	$ 3,088,500
Agricultural and vacant	1,145,313	1,657,328	795,473	1,430,371	2,583,575	1,993,965
Residential (owner occupied)	95,992,983	84,845,296	74,881,223	64,992,572	55,248,847	46,751,696
Residential (rental)	37,804,201	32,990,268	30,184,198	27,305,834	24,729,212	22,045,704
Totals *(b)*	$ 139,799,484	$ 122,120,741	$ 109,199,348	$ 97,448,573	$ 85,622,496	$ 73,879,866

(a) *Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.*

(b) *Totals may not add up due to rounding.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

See also in this respect the discussion under the subheading "LAND DEVELOPMENT."

TABLE 4A

Net Limited Assessed Property Value of Major Taxpayers for Fiscal Year 2024/25
Festival Ranch Community Facilities District

Major Taxpayer *(a)*	Estimated 2024/25 Net Limited Assessed Property Value *(d)*	As % of Estimated 2024/25 Net Limited Assessed Property Value
Arizona Public Service	$ 6,335,138	4.53%
Pulte Home Company LLC *(b)*	3,907,296	2.79
Accipiter Communications Inc.	807,610	0.58
Sun City Festival Community Association Inc.	704,322	0.50
Transwestern Pipeline Company LLC	444,167	0.32
CP 2004 Station 1 LLC	221,818	0.16
Total *(c)*	$ 12,420,352	8.88

TABLE 4B

Net Limited Assessed Property Value of Major Taxpayers for Fiscal Year 2023/24
Festival Ranch Community Facilities District

Major Taxpayer *(a)*	2023/24 Net Limited Assessed Property Value	As % of 2023/24 Net Limited Assessed Property Value
Pulte Home Company LLC *(b)*	$ 2,309,827	1.89%
Arizona Public Service	1,414,582	1.16
Sun City Festival Community Association Inc.	1,310,209	1.07
Transwestern Pipeline Company LLC	481,703	0.39
CP 2004 Station 1 LLC	217,657	0.18
HVO AZ LLC	124,833	0.10
Salt River Project (T&D)	81,937	0.07
Total *(c)*	$ 5,733,978	4.80

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. No representative of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

(b) Includes the Net Limited Assessed Property Value for taxpayers known by the Assessor of the County as Pulte Home Corporation.

(c) Totals may not add due to rounding.

(d) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: The Assessor of the County.

See "RISK FACTORS - General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences."

TABLE 5

Comparative Net Limited Assessed Property Values
Festival Ranch Community Facilities District

Fiscal Year	Festival Ranch Community Facilities District	City of Buckeye	Maricopa County	State of Arizona
2024/25 *(a)*	$ 139,799,484	$ 953,508,266	$ 58,328,686,358	N/A
2023/24	122,120,741	809,880,823	54,722,310,149	$ 83,026,514,349
2022/23	109,199,348	718,798,778	51,575,018,185	78,415,651,030
2021/22	97,448,573	617,421,432	48,724,126,672	74,200,360,570
2020/21	85,622,496	558,013,165	45,704,969,813	69,914,763,468
2019/20	73,879,866	496,102,577	43,194,326,395	66,157,223,639

(a) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: *Property Tax Rates Assessed Values*, Arizona Tax Research Association, Department of Finance of the County and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE 6

Estimated Net Full Cash Value History
Festival Ranch Community Facilities District

Fiscal Year	Estimated Net Full Cash Value *(a)*
2024/25 *(b)*	$ 2,330,981,768
2023/24	1,790,691,002
2022/23	1,333,626,470
2021/22	1,161,755,658
2020/21	978,486,976
2019/20	842,416,547

(a) Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.

(b) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(c) [Preliminary] Full Cash Value for fiscal year 2024/25 is $2,370,494,193. Full Cash Value for fiscal year 2023/24 is $1,827,841,929.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

The following table lists the general obligation bonded indebtedness of the District that will be outstanding after issuance of the Bonds:

TABLE 7

General Obligation Bonded Indebtedness to be Outstanding.

Issue Series	Original Amount	Purpose	Final Maturity Date (July 15)	Balance Outstanding	Bonds Being Refunded*	Balance Outstanding and to be Outstanding
Series 2012	$ 5,400,000	Sewer lines and roadways	2031	$1,775,000	$1,775,000	$ -
Series 2013	1,800,000	Water main lines, wells, facilities	2033	1,355,000	1,355,000	-
Series 2016	5,410,000	Water main lines, wells, facilities	2036	4,715,000	-	4,715,000
Series 2017	3,665,000	Sewer lines, water lines and roadways	2037	2,975,000	-	2,975,000
Series 2017	2,940,000	Refunding	2032	2,245,000	-	2,245,000
Series 2018	3,335,000	Water reclamation facility and road improvements	2038	2,955,000	-	2,955,000
Series 2019	5,715,000	Water reclamation facility	2039	4,845,000	-	4,845,000
Series 2019	3,885,000	Refunding	2034	2,565,000	-	2,565,000
Series 2020	5,315,000	Fire station, sewer lines, wells	2040	4,925,000	-	4,925,000
Series 2021	5,790,000	Fire station, sewer lines, wells	2041	5,320,000	-	5,320,000
Series 2022	6,075,000	Water transmission main, plant and line improvements	2042	5,860,000	-	5,860,000
Series 2023	3,985,000	Water, sewer and street improvements	2043	3,705,000	-	3,705,000
Total General Obligation Bonded Debt Outstanding						$ 40,110,000
Plus: The Acquisition Bonds						8,000,000 *
Plus: The Refunding Bonds						3,305,000 *
Total General Obligation Bonded Debt to be Outstanding						$ 51,415,000 *

* *Subject to change.*

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Annual Debt Service Requirements of General Obligation Bonded Indebtedness To Be Outstanding. The District will have the following estimated annual debt service requirements after the issuance of the Bonds:

TABLE 8

Schedule of Estimated Annual Debt Service Requirements *(a)*

Fiscal Year	Bonds Outstanding *(b)*		The Refunding Bonds*		The Acquisition Bonds*		Total Estimated Annual Debt Service Requirements*
	Principal	Interest	Principal	Interest *(c)*	Principal	Interest *(c)*	
2023/24	$1,775,000	$1,730,766					$ 3,505,766
2024/25	1,460,000	1,582,081	$340,000	$79,595 *(d)*	$215,000	$289,000*(d)*	3,965,677
2025/26	1,325,000	1,529,231	330,000	88,950	340,000	350,325	3,963,506
2026/27	1,380,000	1,478,881	335,000	79,050	355,000	335,025	3,962,956
2027/28	1,435,000	1,426,381	345,000	69,000	150,000	319,050	3,744,431
2028/29	1,485,000	1,371,781	360,000	58,650	160,000	312,300	3,747,731
2029/30	1,545,000	1,315,181	365,000	47,850	165,000	305,100	3,743,131
2030/31	1,600,000	1,263,081	370,000	36,900	175,000	297,675	3,742,656
2031/32	1,650,000	1,209,681	390,000	25,800	180,000	289,800	3,745,281
2032/33	1,640,000	1,147,863	470,000	14,100	190,000	281,700	3,743,663
2033/34	2,210,000	1,081,763			200,000	273,150	3,764,913
2034/35	2,300,000	992,913			210,000	264,150	3,767,063
2035/36	2,390,000	900,563			220,000	254,700	3,765,263
2036/37	2,490,000	802,713			230,000	244,800	3,767,513
2037/38	2,605,000	689,338			240,000	234,450	3,768,788
2038/39	2,725,000	570,500			250,000	223,650	3,769,150
2039/40	2,810,000	483,313			260,000	212,400	3,765,713
2040/41	2,920,000	372,113			275,000	200,700	3,767,813
2041/42	2,995,000	299,063			285,000	188,325	3,767,388
2042/43	3,145,000	149,388			295,000	175,500	3,764,888
2043/44					3,605,000	162,225	3,767,225
	$ 41,885,000		$ 3,305,000		$ 8,000,000		

* *Subject to change.*

(a) *Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter").*

(b) *Net of Bonds Being Refunded.*

(c) *Interest is estimated.*

(d) *The first interest payment on the Bonds will be due on January 15, 2025*. Thereafter, interest payments will be made semiannually on July 15 and January 15 until maturity or prior redemption.*

OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Limited Assessed Property Value and combined tax rate per $100 Net Limited Assessed Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each jurisdiction's Net Limited Assessed Property Value which lies within the District's boundaries was derived from information obtained from the County Assessor. **See "RISK FACTORS – Direct and Overlapping Indebtedness."**

TABLE 9

Direct and Overlapping Jurisdiction	2023/24 Net Limited Assessed Property Value	General Obligation Bonded Debt Outstanding *(a)*	Proportion Applicable to the District *(b)* Approximate Percent	Proportion Applicable to the District *(b)* Net Debt Amount	2023/24 Tax Rates Per $100 Net Limited Assessed Property Value
State of Arizona	$ 83,026,514,349	None	0.15%	None	None
Maricopa County *(c)*	54,722,310,149	None	0.22	None	$1.5549
Maricopa County Community College District	54,722,310,149	$ 57,615,000	0.22	$ 128,576	1.1388
Maricopa County Special Health Care District	54,722,310,149	544,135,000	0.22	1,214,316	0.2716
Western Maricopa Education Center District No. 402	20,736,045,182	98,510,000	0.59	580,155	0.1807
Wickenburg Unified School District No. 9	331,515,971	3,600,000	36.84	1,326,134	3.5685
City of Buckeye	809,880,823	None	15.08	None	1.6513
The District	**122,120,741**	**51,415,000***	**100.00**	**51,415,000*** *(d)*	**3.1731**
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding				$ 54,664,181*	

* *Subject to change.*

(a) *Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County and City improvement districts, as the obligations of these districts are presently being paid from special assessments against property within the various improvement districts.*

(b) *Proportion applicable to the District is computed on the ratio of Net Limited Assessed Property Value for fiscal year 2023/24.*

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Authorized but unissued amounts in the following table may be subject to additional reductions based on net premium amounts but such reductions are not reflected in the table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	*General Obligation Bonds Authorized but Unissued*
The District	*$108,560,108 (e)**

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages are fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) The County's tax rate includes the $0.1400 tax rate of CAWCD, the $0.1536 tax rate of the Maricopa County Flood Control District, the $0.0488 tax rate of the Maricopa County Free Library and the $0.0081 tax rate of the Maricopa County Fire District contribution. It should be noted that the County Flood Control District does not levy taxes on personal property.

(d) Includes the Bonds, net of the Bonds Being Refunded. In addition to the rate for debt service on the Bonds, the District levies a tax of $0.30 per $100 of Net Limited Assessed Property Value for the Operation and Maintenance Tax. Does not include special assessment revenue bonds outstanding. See "Other Debt of the District" herein.

(e) Reflects reduction in authorization approved at Election caused by issuance of the Bonds.

Source: The various entities, *Property Tax Rates and Assessed Values,* Arizona Tax Research Association, *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and the Treasurer of the County.

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* *Subject to change.*

Additional General Obligation Bonded Indebtedness of the District

In addition to outstanding general obligation bonds of the District described in TABLE 7 and the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Enabling Act, additional series of general obligation bonds payable from *ad valorem* taxes. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District – General Obligation Bonded Indebtedness to be Outstanding." **See also "RISK FACTORS – Direct and Overlapping Indebtedness."**

The Enabling Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60 percent of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the County Assessor, the Board has determined that issuance of the Bonds will meet the test set forth above. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District – Full Cash Value.")

Pursuant to the Election, the District was authorized to incur general obligation bonded indebtedness in an amount not to exceed $175,000,000 and will have $108,560,108* of such amount remaining after issuance of the Bonds in order to finance, among other things, the costs of public infrastructure purposes within the District, including incidental costs. Additional indebtedness could be authorized for the District in the future pursuant to other elections.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional indebtedness payable from taxes on all or a portion of the property within the District that may be issued in the future by other political subdivisions, including but not limited to the City, the County, Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona, Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, Maricopa County Community College District or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness could be authorized for such overlapping jurisdictions in the future. **See "RISK FACTORS – Direct and Overlapping Indebtedness."**

[Remainder of page left blank intentionally.]

* *Subject to change.*

Other Debt of the District

To finance costs to acquire certain public infrastructure for development of land in the District, the District has issued Special Assessment Revenue Bonds with the series designations, in principal amounts on the dates, with acreages of land within the District assessed to pay debt service, with the assessment district numbers and with amounts assessed per lot as described in the table below. All of the infrastructure financed with such bonds has been or will be dedicated to the City.

TABLE 10
[to be updated for amounts outstanding after 7/1/24]

Series Designation	Original Principal Amount	Date Issued	Acres Assessed	Assessment District No.	Assessment Per Lot	Total Outstanding
2007	$1,868,000	04/04/2007	275.8	2 & 3	$2,000	$583,000
2007	1,784,000	10/17/2007	245.2	4 & 5	2,000	527,000
2009	356,000	11/19/2009	43.5	6	2,000	111,000
2011	404,000	04/07/2011	79.3	7	2,000	125,000
2013	186,000	07/31/2013	25.6	8	2,000	66,791
2015	288,000	07/21/2015	36.1	9	2,000	137,000
2016	200,000	03/24/2016	37.7	10	2,000	91,201
2017	2,738,000	02/16/2017	518.0	11	2,000	1,859,000
2018	210,000	02/07/2018	100.0	12	2,000	163,600
2018	3,920,000	11/01/2018	456.3	13	3,500	2,732,000
2019	722,000	02/21/2019	107.0	14	2,000	590,000

Other series of assessment bonds payable solely from and secured by special, separate funds established and maintained by the District from installments due with respect to certain other special assessments may be issued by the District in the future.

The term "special assessments" as used hereinabove refers to the assessments levied and assessed by the District in the related assessment area which encompasses portions of the District, each of which would constitute a first lien on the parcel so levied and assessed, subordinate and subject only to general property taxes (including that for the Bonds) and prior special assessments. If a lot owner fails to pay an assessment installment when due, the lot can be offered for sale by the District for the amount of the assessment together with interest, costs and penalties. Neither the District nor the City is obligated to bid at the sale. The lien for the property taxes levied to pay the Bonds is senior to the lien of such assessments; however, the lien for such assessments is not extinguished by foreclosure with regard to taxes. There can be no assurance that additional amounts of such bonds payable from special assessments will not be issued in the future, increasing the amount of liens on property in the District for such purposes. **See "RISK FACTORS - Direct and Overlapping Indebtedness."**

LAND DEVELOPMENT

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

In General

The District consists of approximately 4,015 acres being planned and developed as a mixed-use, master-planned community. The District is located approximately 35 miles northwest of downtown Phoenix, Arizona, in the northern portion of the City, approximately 17 miles north of Interstate 10 on the Sun Valley Parkway. The District is approximately nine miles west of current development within the City of Surprise, Arizona, along the Sun Valley Parkway. See the map on page (iii) and the aerial photograph on page (iv). The Developer's current production operations within the District consist of 3,308 of the 4,015 acres within the District marketed as "Festival Ranch" (the "Project" or "Festival Ranch"), composed of an "age restricted" residential community marketed as "Sun City Festival" and a "conventional" community marketed as "Festival Foothills." Limited commercial development has been undertaken by other owners within the District.

The Developer acquired its portion of the property in the District in October 2004, having commenced entitlements and pre-development prior to closing. Construction of infrastructure improvements and certain amenities commenced in August 2005, and the first residential sales closed in 2006. Since that time, the Developer has spent approximately $430,000,000 to provide water, sewer, streets, curbs, gutters, a golf course, a recreation centers, an arts and crafts center, baseball fields and other facilities and has continued to ready additional property it owns in the District for residential and commercial development. The Developer also has continued to market and sell its varied residential products. Overall, the Developer has commenced and/or completed improvements to approximately 2,200 acres of the property it owns in the District. See "Residential Development" in this section and "THE PUBLIC INFRASTRUCTURE."

While other entities own approximately 707 acres of land in the District outside of the Project, the Developer has no knowledge as to when, if ever, such other owners will be developing their property in the District. The Developer is the only homebuilder that owns land within the District.

Land Development Agreements/Community Master Plan

The real property in the District is subject to a Development Agreement with the City, dated October 4, 2000 (the "Land Development Agreement"), which addresses the rights of, among others, owners to develop property in the District as provided in and subject to the conditions of such agreement. The Land Development Agreement has been modified by way of several recorded amendments and references herein to the Land Development Agreement mean such agreement as amended. The Land Development Agreement addresses various issues often times made the subject of development agreements in Arizona, such as, among other things, City services, reimbursements to the Developer for certain public infrastructure, the City's processing of plans and permits, and public bidding. The Land Development Agreement and certain subsequent agreements also address the legal right to obtain, and the legal obligation to provide, potable water and the required capital and operations contributions to the City for water, sewer, police and fire services within the District. Police, fire and sanitation services are provided to the District by the City. The Developer is obligated to assist in the funding of certain capital and operational costs associated with the provision of water, sewer, police and fire protection for the real property in the District that is subject to the Land Development Agreement. The City has determined that the Developer has achieved the level of progress and completion required by the Land Development Agreement for continued development under and in accordance with the same, and has determined that the Land Development Agreement will continue in full force and effect for its entire term. The real property in the District is also subject to a Development, Financing Participation and Intergovernmental Agreement No. 1 by and among the City, the District and, among others, the Developer, relating to the formation and operation of the District.

The real property in the District is subject to a community master plan originally approved by the City on October 4, 2000 (the "Community Master Plan"). Several amendments to the Community Master Plan have been adopted by the City. The latest amendment, which added certain areas owned by the Developer to the Community Master Plan and the Land Development Agreement, was executed on October 21, 2008. References to the Community Master Plan mean such plan as amended. The Community Master Plan covers substantially more property than the property in the District. An Area Plan, which includes the property within the District, was adopted by the City on June 17, 1997, and was last updated December, 2021, for Planning Unit F, which is west of Wagner Wash.

Although the number of acres devoted to each particular land use may ultimately vary from those presented, the development of the District in accordance with the Community Master Plan by the Developer and other owners is currently expected to include the following land uses:

TABLE 11

Total Project	Approximate District Acres
Single Family Residential	3,190
Golf Courses and Recreation Centers	475
Commercial	350
Total	4,015

The Community Master Plan allows 14,226 residential units within the District, the majority of which are planned as single family residences. The Community Master Plan also allows development of approximately 7.3 million square feet of commercial space within the District if the Developer or other owners choose to develop that amount of commercial space. Development of the property within the District and construction of homes and other infrastructure is subject to obtaining various additional development and construction approvals and permits. As a condition to the sale of homes, homebuilders will be required to obtain building permits and any additional permits required for the construction and completion of all such homes and other infrastructure. See "RISK FACTORS."

Additional Entitlements

Development in areas with significant natural drainage such as Festival Ranch often requires the United States Army Corps of Engineers ("USACE") to determine if any such drainage areas are within the USACE's jurisdiction. If any drainage areas are in USACE's jurisdiction, a "Section 404" permit would be required to allow development or disturbance of such drainage areas. In December 2011, USACE approved the Jurisdictional Determination (the "Determination") as submitted by the Developer indicating that only Wagner Wash in Festival Ranch is within USACE's jurisdiction. Since no additional development in Wagner Wash is anticipated within the defined Determination, no "Section 404" permit is required. The Determination is valid for five years and can be extended upon request and application for additional years. The Developer has obtained an extension of the Determination for an additional four years (until 2025). There can be no assurance that any future extension will be granted as and when requested.

Even with the approved Community Master Plan, development still requires certain approvals from the City for preliminary and final plats prior to construction of improvements. To date, the Developer has recorded 50 final plats (not including replatting of existing final plats) that include over 5,900 lots within the District. The Developer also has obtained approval of preliminary plats for approximately 1,100 residential lots on property within the District. Combining preliminary plats and final plats there are approximately 7,000 entitled lots. Of those lots included in final plats, approximately 5,700 have been improved with utilities and paved streets, and of those, 5,267 have had homes constructed and closed on them as of September 30, 2023, while the balance of those lots (approximately 430 lots) are ready and available for immediate residential construction or have homes under construction on them. The Developer is in the process of completing improvements to a number of parcels that have final plats. The Developer is in the process of obtaining final plats for the lots which are subject to preliminary plats. See "RISK FACTORS."

In December, 2021, the Developer received final City Approval of a Community Master Plan Amendment for what the Developer calls Planning Area Three. All existing development is in Planning Areas One and Two. Planning Area Three is west of existing development and west of Wagner Wash, but is within the District. There can, of course, be no assurances that such development in Planning Area Three will commence as planned.

Residential Development

The Developer is responsible for the construction of all offsite infrastructure and subdivision improvements necessary to deliver fully finished lots. The "active adult" residences currently constructed by the Developer range in size from 1,573 to 2,736 square feet; and such homes are priced from $351,990 to $598,990 prior to purchaser-selected upgrades. There are currently no conventional residences or lots available for sale within conventional development areas. Developer is working to open new areas for conventional homes. The following table shows the number of "active adult" and "conventional" home sales the Developer has closed for the periods indicated:

TABLE 12

Calendar Year	Active Adult Home Closings	Conventional Home Closings	Total Residential Closings Per Year
2006	143	0	143
2007	578	83	661
2008	318	184	502
2009	204	67	271
2010	120	46	166
2011	105	19	124
2012	129	0	129
2013	169	21	190
2014	164	25	189
2015	149	65	214
2016	168	95	263
2017	168	105	273
2018	221	117	338
2019	258	106	364
2020	284	164	448
2021	285	173	458
2022	342	4	346
2023	280	0	280
2024 (a)	45	0	45
Cumulative Totals	4,124	1,274	5,398

(a) Through March 31, 2024. As of March 31, 2024, there were approximately 200 homes under construction in the District.

The Developer operates one model home complex located in Sun City Festival. The 27-hole Copper Canyon Golf Course is owned and operated by the homeowners association for Sun City Festival and a 31,000+/- square foot recreation center, a 15,000+/- square foot restaurant/clubhouse/cart barn, a softball complex, a 9,000 square foot arts and crafts center and related recreational amenities are also complete within Sun City Festival and will be owned and operated by the same homeowners association. The golf course and related facilities are operated by the homeowners association, which is subsidized in part by the Developer. Festival Foothills includes a 12+/- acre neighborhood park, splash pad, and a linear park with trails throughout. Construction on a new model complex and a 9-hole golf course in the area of the Project south of the Sun Valley Parkway and the new 25,000+/- square foot Saguaro Recreation Center has been completed.

THE PUBLIC INFRASTRUCTURE

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

In addition to the infrastructure described under the heading "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Other Debt of the District," certain infrastructure is being constructed in connection with the development and construction of residential and commercial development as described hereinbelow. Except as set forth under the heading "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," none of such infrastructure is being financed with proceeds of the sale of the Bonds or proceeds of prior general obligation bond issuances, but instead will be financed by the Developer and may be the subject of acquisition from proceeds of future bond offerings by the District.

Water Reclamation Facility

Current plans for sewer service within the District call for a multi-phase water reclamation facility (the "WRF") which is designed to handle all development within the District. The first phase of the WRF is now owned and operated by the City. This facility may be constructed in multiple phases and it is intended to be turned over to the City in phases as constructed. The City has also secured approval of an increase in the service area of the WRF, known as a Maricopa Association of Governments 208 Amendment, that allows service to areas outside the District and allows for a significant increase in the size of the WRF in the future. The primary effluent discharge method is direct reuse of treated effluent for irrigation purposes on the golf courses. Such discharge is currently being used by the City but the quantity available is still less than the total golf course irrigation demand. Some effluent is discharged to Wagner Wash if it cannot be reused directly on the golf courses. Until additional effluent is available, the golf courses will be irrigated in part with a portion of the CAP water leased by the Developer from other parties. CAP water originates from the Colorado River and is subject to future shortages as declared by the United States. Such shortages could reduce the overall water supply available for golf course irrigation until enough effluent is generated to replace CAP water used today. The Developer and certain other owners of property inside and outside of the District have entered into a joint development agreement for the cooperative development of future phases of the WRF. Pursuant to such joint agreement, the Developer has the right to construct additional phases for its own accord if need be. Developer is also negotiating with the City for agreements and permits necessary for Developer to construct and convey to the City an underground water storage facility (the "Recharge Facility") near the WRF and within a portion of Wagner Wash that will replenish the underground aquifer with treated effluent not used within the golf course, or other available CAP water supplies.

Construction of the first phase of the WRF (the "First Phase") is complete, has been turned over to the City and such facility is being operated by the City and is past the warranty period. The First Phase is able to service approximately 5,900 residential units within the District based on actual flows experienced at the WRF. Current development plans include commencement of planning and construction of the second phase (an additional one million gallons per day capacity to be planned and constructed in two phases of 500,000 gallons per day). An engineering firm has been hired to complete plans and to assist in permitting, with construction to commence, as soon as plans and approvals are received from applicable governmental authorities. The actual number of units which can be served will depend in part on whether the unit is an age restricted (active adult) or conventional unit. Active adult units generally have fewer residents per unit and generate less wastewater on a gallons per day basis than conventional units. Based upon residential sales to date, there should be sufficient sewer capacity in the First Phase for approximately 500 additional residences without construction of any additional expansion phases of the WRF, depending upon the split of usage between active adult and conventional uses. Developer commenced the process to obtain plan approval and licensing for a second phase of the WRF. Developer will seek to obtain approvals and licenses by year end. Thereafter, Developer plans to commence construction of the second phase of the WRF with completion anticipated during 2027. There can be no assurance licensing and construction of phase 2 of the WRF will be completed as planned.

Water Production Campus

Water service for the District is provided by three water production campuses operated by the City. The first water production campus (Water Plant #1 and Well #1), is located at the southeast corner of Desert Vista Boulevard and Beardsley Parkway. The second water production campus (Well #2) is located approximately one quarter mile west of Water Plant #1. The third water production plant (Well #3) is located approximately one quarter mile north of the Water Plant #1. Water Plant #1 has 2.4 million gallons of total storage (constructed in two phases of 1.2 million gallons), and contains a production well and booster pumps. The timing of further facilities will be dependent upon demand, market conditions, and physical water source characteristics. As with wastewater usage and capacities, there is also a difference in the water demand between active adult and conventional units, with active adult units utilizing significantly less water on a gallons per day basis. All Arizona Department of Water Resources ("ADWR") permits and approvals have been secured for the three existing well facilities. Construction of Water Plant #1 and the three production wells have been substantially completed. Developer has completed drilling a fourth well and such well is now being equipped for production. The fourth well will also require water treatment improvements to be added to the system. The fourth well is anticipated to come on line by third quarter of 2024. The current water system is capable of supporting approximately 5,328 active adult and 1,274 conventional residential units.

Assured Water Supply

Future subdivision plats within the Project will require an assured water supply to be demonstrated through either a Certificate of Assured Water Supply (a "Certificate") or a future City of Buckeye Designation of Assured Water Supply (a "Designation"). Currently, the City is not designated as having an assured water supply service area pursuant to applicable Arizona law. However, the City has submitted an application with ADWR to obtain such Designation. If the City receives such Designation, the City may utilize Developer water sources to supply water to property owned or developed by the Developer in the District. Until the City receives such Designation, in order to plat, subdivide and sell lots, owners of property in the District must obtain a Certificate for each subdivision plat from ADWR. Obtaining Certificates based upon a local groundwater source requires, among other things, (i) a hydrology study supporting determinations that sufficient water will be continuously available to satisfy the water needs of the proposed use for at least 100 years, (ii) that any projected groundwater use is consistent with the water management plan approved by ADWR through enrollment of the Project in the Central Arizona Groundwater Replenishment District, (iii) achievement of the management goal for the area, and (iv) that the financial capability to construct the delivery system exists. Requirements for new Certificates not based upon local groundwater may have different or additional requirements to demonstrate availability of water for assured water supply purposes.

The District lies within the Lower Hassayampa Groundwater Sub-Basin. Property already subdivided within the District is expected to be served primarily from groundwater from the Lower Hassayampa Groundwater Sub-Basin.

On January 22, 2004, based upon the groundwater hydrologic model used at that time, ADWR issued an Analysis of Assured Water Supply (the "Analysis") for the property within the District. In the Analysis, ADWR determined that 7,690 acre feet per year of groundwater will be physically available for 100 years, which is equivalent to the projected build-out demands for the District. The proposed development evaluated by ADWR includes 3,208 single family residential lots, 9,018 active adult single family residential lots, 1,450 multi-family residential units and 1,122 nonresidential acres containing commercial areas, a hospital, schools, parks, rights of way, a community center, easements, and golf courses. Reclaimed water is also available for reuse as the community grows and produces more wastewater.

The Analysis was used to demonstrate the physical availability of groundwater in support of prior applications for Certificates. With respect to the property covered by the Analysis, six Certificates were issued by ADWR. The first was issued November 23, 2004, for 3,473 lots, with an estimated water demand of 2,130.14 acre feet per year. The second was issued May 7, 2006, for 819 lots, with an estimated water demand of 608.72 acre feet per year. The third was issued on February 5, 2009, for 608 lots with an estimated water demand of 646.81 acre feet per year. The fourth was issued on April 8, 2009, for 259 lots with an estimated water demand of 258.63 acre feet per year. The fifth was issued on March 7, 2018, for 361 lots with an estimated water demand of 175.42 acre feet per year. The sixth was issued on May 8, 2018, for 1,199 lots with an estimated water demand of 836.51 acre feet per year.

On November 13, 2012, an extension of the Analysis was issued by ADWR, which acknowledged the existing

Certificates that were previously issued (3,644.30 acre feet per year to be physically available for 100 years). An extension of the original Analysis was granted until January 22, 2024, and established that the remaining groundwater capacity of 4,045.70 acre feet per year should be available for future applications. The extension also indicated that all other conditions of the original Analysis should continue to apply. An additional extension of the original Analysis was granted April 12, 2024, which lasts for five more years ending on January 22, 2029.

On January 26, 2021, two new applications for Certificates were submitted for Sun City Festival Parcel AA1 and Festival Ranch Planning Area 3 PUP E Parcels 33, 35, 84, and 88. Both applications relied upon the 2004 Analysis as proof of groundwater availability. The applications are currently before ADWR for review and approval. On June 25, 2021, ADWR sent letters to the applicant, indicating that ADWR was finalizing a numerical groundwater flow model for the Hassayampa sub-basin, and that ADWR believed the new model would demonstrate there was not 100 years' of groundwater available for the pending Certificates. ADWR released the new Hassayampa sub-basin groundwater model in January 2023, and the initial model results indicate that, under ADWR's policies, no further Certificates may be issued using local groundwater as the source of water. ADWR further released an updated Phoenix Active Management Area groundwater model that includes the Hassayampa Sub-Basin in June 2023, with a baseline result showing continued deficits in the available 100-year groundwater supply for new subdivisions. A developer may update the model assumptions to adjust the model results and request that ADWR review the updated assumptions and results, but there can be no assurance as to whether any additional groundwater will be determined to be available for new subdivisions by ADWR for the two pending applications, or any new applications for Certificates for any future subdivisions within the Project. A developer may secure a non-groundwater source of water, but a new water supply may be costly, take months or years to secure, or not be feasibly available. Failure to obtain approval of additional Certificates based upon local groundwater or an imported source of water could cause significant limitations on, or halt, future development within the District. There is no guarantee that securing new non-groundwater supplies will be achievable within a predicted timeframe or even feasible. Failure to secure additional Certificates could significantly increase future development costs or decrease future development in the Project.

While additional dialogue with the ADWR over adjustments to the new groundwater model are continuing, maintaining sufficient water supplies in the Lower Hassayampa Groundwater Sub-Basin will likely require efforts to supplement the groundwater supply through purchase of water for use or storage of water in the Recharge Facility. The cost of new water supplies, associated infrastructure, and facilities for effluent recharge and reuse are substantial. Failure to secure new water supplies may prevent further Certificates, the City's Designation, and subdivision development. As to subdivisions that have already made a successful demonstration of an assured water supply, ADWR may revoke a Certificate if an assured water supply does not exist, but cannot revoke a Certificate if any of the residential lots within the plat have been sold. As to the Certificates issued November 23, 2004, for 3,473 lots, May 7, 2006, for 819 lots, February 5, 2009, for 608 lots, April 8, 2009, for 259 lots, March 7, 2018, for 361 lots and May 8, 2018, for 1,199 lots at least one lot has been sold in all such areas. Loss of, or inability to obtain, necessary Certificates would have adverse effects on development of additional land within the District and on repayment of the Bonds. See "RISK FACTORS - Completion of the Public Infrastructure and the Other Infrastructure."

Streets/Water and Sewer Lines

The Developer plans to construct on property it owns within the District all required arterial and collector roads (including related landscaping), all sewer trunk lines and any required wastewater treatment, and all water distribution and water supply facilities.

Completed improvements include the following: approximately 47,598 linear feet of trunk sewer, approximately 78,390 linear feet of water supply and distribution lines, storm drain, paving and concrete on (i) Canyon Springs Boulevard from Sun Valley Parkway past Beardsley Parkway to Tina Lane; (ii) Desert Vista Boulevard from Beardsley Parkway in Festival Foothills past Canyon Springs Boulevard looping back to Beardsley Parkway in Sun City Festival; (iii) Mountain Ridge Boulevard from Desert Vista Boulevard to Desert Oasis Boulevard; (iv) Desert Oasis Boulevard from Sun Valley Parkway to Beardsley Parkway; (v) Beardsley Parkway from Desert Vista in Sun City Festival to Desert Vista in Festival Foothills; (vi) Desert Vista Boulevard from Beardsley Parkway to Firehawk Drive; (vii) and Beardsley Parkway from Desert Vista Boulevard to Desert Oasis Boulevard. Construction of future roadways will be dependent on existing roadway capacities and the need to provide safe vehicular access within the District.

Approximately 22,100 linear feet of arterial roadway (4.19 miles) and 22,485 linear feet of collector roadway (4.25 miles) have been constructed in the District by the Developer. Such infrastructure also includes approximately 193,217 linear feet of local streets (36.59 miles). Such "public infrastructure" was completed as of March 2023, and has been or will be dedicated to the City.

The Developer has, or plans in the future to, publicly bid the improvements outlined above and plans to pay for the construction of same. The Developer anticipates that these improvements will be eligible to be reimbursed from future bond offerings by the District.

Police and Fire

A joint police and fire facility (the "Public Safety Building") is located at the southwest corner of Desert Oasis Boulevard and Beardsley Parkway. The approximately $6,200,000 facility was constructed jointly by the City and the Developer, with funding provided by both parties.

Other

Electrical service for the District is provided by Arizona Public Service Company. Telephone and data service is provided by Cox Communications and Zona Communication. Cable television service is provided by Cox Communications.

The District is located in Wickenburg Unified School District No. 9. A K-8 school is located within Festival Foothills. This elementary school opened in the Fall of 2008. High school students attend Wickenburg High School.

The District receives primary vehicular access from Sun Valley Parkway. Provisions for arterial and collector vehicular access provide additional access within property subject to the District. A feasibility study is being prepared by the Maricopa County Department of Transportation regarding the location of a proposed parkway connecting Highway 85 to State Route 74 and Highway 60. Depending upon the results of such study, additional access may be available to the property in the District. However, the Developer is currently unsure of the final location of the proposed parkway.

PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Proceeds of the Bonds will be used, and proceeds of prior general obligation bond issuances have been used, to finance certain public infrastructure (the "Public Infrastructure Financed by the Bonds"), which is comprised of approximately 47,598 linear feet of trunk sewer lines constructed throughout the District and approximately 22,100 linear feet of arterial roadway (4.19 miles) and 22,485 linear feet of collector roadway (4.25 miles) constructed in the District, including landscaping, approximately 193,217 linear feet of local streets (36.59 miles), Water Plant #1 and Wells #1, #2 and #3, approximately 78,390 linear feet of water line, approximately 49,500 linear feet (9.4 miles) of reclaimed water lines, the WRF, a portion of the Public Safety Building and related facilities. The Public Infrastructure Financed by the Bonds was completed in or prior to 2023, and has been or will be dedicated to the City. The total estimated cost of the Public Infrastructure Financed by the Bonds is greater than the amount to be available from proceeds of the sale of the Bonds; the balance of the cost of the Public Infrastructure Financed by the Bonds has been paid by Developer. Unreimbursed costs of Public Infrastructure Financed by the Bonds may be eligible to be reimbursed by the sale of bonds by the District in the future should the District elect to issue such additional bonds.

DEVELOPER

The information contained in this section relates to and has been obtained from the Developer, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Effective December 31, 2016, Pulte Home Corporation, a Michigan corporation, became Pulte Home Company, LLC, a Michigan limited liability company, by conversion of the former Michigan corporate entity into the current Michigan limited liability company entity, along with the corresponding name change from Pulte Home Corporation to Pulte Home Company, LLC. The Developer remains a wholly-owned subsidiary of PulteGroup, Inc. ("PulteGroup"). PulteGroup is subject to reporting the information required by the Securities and Exchange Act of 1934, as amended, and in accordance therewith files the Filings with the Commission. The Filings may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 and Northwestern Atrium Center, 400 West Madison Street, Suite 1400, Chicago, Illinois. Copies of the Filings can be obtained from the public reference section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, NY 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. None of the District, the Financial Advisor, Gust Rosenfeld P.L.C. ("Bond Counsel"), the Underwriter or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same. PulteGroup operates in more than 900 communities across 29 states and the District of Columbia, and serves all major customer segments through its family of brands that includes Pulte Homes, Centex and Del Webb.

RISK FACTORS

Investment in the Bonds involves a significant degree of risk and is speculative in nature. The Bonds will be secured solely by *ad valorem* property taxes to be levied on all taxable property within the boundaries of the District. THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS IN INVESTING IN THE BONDS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION. INVESTMENT IN THE BONDS SHOULD BE MADE ONLY AFTER CAREFUL EXAMINATION OF THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO. This discussion of risk factors is not, and is not intended to be, exhaustive, and such risk factors are not necessarily presented in the order of their magnitude.

General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences

Investments in developing real estate such as undeveloped areas in the District are generally considered to be speculative in nature and to involve a high degree of risk. Owners of land in the District will be subject to the risks generally incidental to real estate investments and development including those described herein.

Construction of houses on the lots within the District may be affected by changes in the income tax treatment of real property ownership; changes in national, regional and local market and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds and homeowners insurance to buyers of the homes to be built in the District, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; pandemics or epidemics; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; climate change; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control

of the owners of such land. Land development within the District also could be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. The Developer is experiencing supply chain issues currently affecting the national economy, specifically the timely availability of materials necessary to build new homes. While advantage is being taken of all available alternatives, completion of homes has been slowed. This circumstance is expected to continue for the near term and to affect home closings.

The residential development business, particularly with respect to communities such as that within the boundaries of the District, is highly competitive in the Phoenix metropolitan area. The business of merchant builders building in the District will face competition from a number of competitors in the City and other developments throughout the Phoenix metropolitan area, many of which offer or intend to offer lots and parcels in similar communities to a similar target market.

Decreased absorption rates associated with future economic slowdowns could adversely affect land values and reduce the ability or desire of the property owners to pay *ad valorem* property taxes and assessments. In that event, there could be a default in the payment of principal of and interest on the Bonds.

Vacant lots also provide less security to the holders of the Bonds should it be necessary for the District to foreclose due to nonpayment of *ad valorem* taxes. An inability to develop the remaining land within the District would likely reduce the diversity of ownership of land within the District, making the holders of the Bonds more dependent upon timely payment of the *ad valorem* taxes levied on the vacant lots.

Development requires obtaining a variety of governmental approvals and permits. Such approvals and permits are necessary to initiate construction and to allow the sale and occupancy of homes and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results.

Failure or Inability to Complete Proposed Development

The development of land in the District will be staged so that only a particular phase is planned to be developed at one time. Funding for development of property in the District will be provided by third-party lenders, the Developer and other sources. The availability of funding for the completion of Sun City Festival and Festival Foothills will depend upon the demand for residential lots or units within such communities and local, regional and national market and economic conditions. No assurance is given that funding will be obtained for development of property in the District, or, if obtained, will be in an amount sufficient to complete development of Festival Foothills and Sun City Festival. If satisfactory funding is unavailable, the Developer may be required to delay or suspend completion of the development of the balance of Sun City Festival and Festival Foothills.

Public and private on-site and off-site improvements may increase the public and private debt for which the land within the District is security. The burden of additional debt would be placed on the land within the District to complete the necessary improvements. See "Direct and Overlapping Indebtedness" herein.

Completion of the Public Infrastructure and the Other Infrastructure

The assessed valuation of the taxable property in the District may increase if and as the development of the Project continues. However, less than expected increases or decreases in the future assessed valuation of the taxable property in the District may reduce the willingness of landowners to pay the *ad valorem* property taxes securing the Bonds or adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes. See also "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District."

The construction of infrastructure for development of the land in the District is not yet complete. See "LAND DEVELOPMENT" and "THE PUBLIC INFRASTRUCTURE." The cost and time for completion of all of such improvements is uncertain and may be affected by changes like those described hereinabove. If cost overruns result in delay of construction, or if other delays are experienced, sale of lots and construction of homes may be delayed.

Failure or inability to complete proposed development including development of necessary utilities could affect adversely development of the land in the District.

Sale of Portions of the Land in the District

It is possible that the Developer or other land owners within the District may sell portions of their land to other owners. Such new owners may not develop their land on the same schedule as the Developer or the other land owners, thus slowing the pace of growth and delaying increases in assessed valuation.

Lack of Availability of Utilities and Water

Water and sewer service to the District will be provided by the City as described under the subheading "THE PUBLIC INFRASTRUCTURE." Failure or inability to complete proposed development, including development of necessary utilities could adversely affect, delay or halt future development of land in the District. See "Failure or Inability to Complete Proposed Development" herein. Certain utilities are to be developed by the City pursuant to certain development agreements including as described above. There can be no assurances that such utilities will be financed and developed. In addition, while 100 years of water supply was proven available to existing subdivisions within the Project, ADWR's change of the predictive groundwater model indicates that the Developer may need to secure new, more expensive water supplies to support future subdivision entitlement. Based on the current status, there can be no assurance that Developer will be able to obtain the Certificates needed to authorize future subdivision plats. Failure to obtain approval of additional Certificates could cause significant limitations on, delay, or halt, future development within the District. Alternatively, such failure could significantly increase future development costs.

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District." Such valuation, and particularly decreases therein, may reduce the willingness of landowners to pay the *ad valorem* taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness

The ability of an owner of land within the District to pay its *ad valorem* taxes could be affected by the existence of other taxes and assessments imposed upon the property, including special assessment bonds. The District and other political subdivisions whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional *ad valorem* taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS.") The lien created on the property within the District through the levy of *ad valorem* taxes would be on a parity with that for the *ad valorem* taxes securing the Bonds. The imposition of additional parity liens, junior liens, in the case of special assessments, or even private financing, may reduce the ability or willingness of the owners of land within the District to pay the *ad valorem* property taxes securing the Bonds. In that event, there could be a default in the payment of the Bonds.

From time to time there are legislative proposals in the Arizona Legislature that, if enacted, could alter the basis on which *ad valorem* taxes (including those that secure the Bonds) are assessed, levied and collected and which could affect, among other things, the distribution of the amount of taxes various classifications of property may be obligated to pay. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would affect the Bonds or other obligations issued prior to enactment.

Bankruptcy and Foreclosure Delays

The payment of the *ad valorem* taxes securing the Bonds and the ability of the District to foreclose the lien of delinquent, unpaid, *ad valorem* taxes may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not extinguish the *ad valorem* taxes securing the Bonds, the bankruptcy of a property owner could result in a delay in

the foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the Bonds when due. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District."

It should be noted that in the event of a bankruptcy of a taxpayer pursuant to the Bankruptcy Code, the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pendency of the bankruptcy proceedings. Such taxes might constitute an unsecured and possible non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on a pro rata basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact the bankruptcy of a property owner might have on the ability of the District to collect *ad valorem* taxes levied on that property before or during the bankruptcy proceedings. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover any claim against the debtor or its estate that arose before the commencement of the bankruptcy is automatically stayed pursuant to the Bankruptcy Code. While the stay may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor in bankruptcy would be subject to the stay of bankruptcy court. Furthermore, "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections become uncertain.

In the event the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor, the Developer or their respective counsel, agents or consultants have undertaken any independent investigation of the operations and financial condition of any of the property owners in the District, nor have they assumed responsibility for the same.

In addition, the various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Amendment of Documents Referenced

The reports, inspections and other documents described in this Official Statement may be modified, updated or amended (as new reports and/or inspections may be obtained), and such modifications may materially and adversely affect the development of the property (e.g., updating of environmental reports).

The development of the property within the District is only approximately 32 percent complete. Circumstances could change as the development process continues and other issues are raised or new developers or owners become involved. Accordingly, the Developer anticipates that there may be significant changes to the agreements and contracts summarized in this Official Statement to address any such issues. Because the existing contracts and agreements are subject to change, the summaries of any contracts or agreements contained hereinabove may not accurately reflect the future conditions relating to the development of the District; however, the Developer does not presently anticipate that any modifications of the current contracts or agreements would materially affect the repayment of the Bonds.

Environmental Matters

Property in the District will be subject to risks arising out of environmental, archaeological and biological considerations generally associated with the ownership of real estate and the construction of improvements located thereon. Such risks include, in general, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values in Festival Foothills and Sun City Festival resulting from any contamination on the site or from the proximity of the site to other contaminated areas; discovery of archaeological

artifacts located on the site or in the vicinity of the site; discovery of endangered species of animals, plants or other habitat for endangered species and a determination of the waterways of the United States against dredging or fill. Liability may arise under a variety of federal, state or local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Endangered Species Act and the National Historical Preservation Act. In addition, development may require approvals and actions under the Clean Water Act and the National Environmental Protection Act may limit, delay or change materially the number and type of development on the site.

Forward Looking Statements

Included in this Official Statement are various forecasts and projections. The forecasts and projections are forward looking statements based on assumptions concerning future events and should be viewed with an abundance of caution. Circumstances that may not yet be ascertainable, which the party making the forecasts or projections believes to be significant and which such party cannot control may also exist. There are usually differences between projections and results, because events frequently do not occur as expected, and those differences may be material. There can be no assurances that the various forecasts and projections set forth in this Official Statement can be achieved.

No Review of Filings

As described in footnote (a) to TABLE 4 and under the heading "DEVELOPER," none of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, or examined similar information for entities or their parent companies that are not subject to same or similar informational requirements.

Homeowner Complaints

Various homeowner's within the age restricted portion of the Project have filed complaints with the Arizona Attorney General's Office. The complaints primarily allege that Developer promised to build additional golf course(s) (some allege an additional 9 holes, some 18 holes), and that there are not enough "tee times" available. In addition, some homeowners complaints include an objection to the construction of additional non-age restricted homes within the Project. Developer denies the allegations and is responding as requested by the Attorney General's Office. There can be no assurance that these complaints will not have an adverse impact on home sales in the Project.

LITIGATION

No litigation or administrative action or proceeding is pending to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of taxes to pay the debt service on the Bonds, to contest or question the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Representatives of the District will deliver a certificate to the same effect at the time of the initial delivery of the Bonds.

LEGAL MATTERS

The Bonds are sold with the understanding that the District will furnish the Underwriter with the approving opinions of Bond Counsel addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest income thereon (see "TAX EXEMPTION"). The signed legal opinions of Bond Counsel are dated and premised on the law in effect only as of the date of original delivery of the Bonds and will be delivered to the District at the time of original issuance. The fees of Bond Counsel and Counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed text of the legal opinions are set forth as APPENDIX B – "FORMS OF LEGAL OPINIONS OF BOND COUNSEL." The legal opinions to be delivered may vary from the text of APPENDIX B – "FORMS OF LEGAL OPINIONS OF BOND COUNSEL" if necessary to reflect the facts and law on the date of delivery. The opinions will speak only as of their date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior continuing disclosure undertakings as to which Bond Counsel expresses no opinion) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDICES B – "FORMS OF LEGAL OPINIONS OF BOND COUNSEL" and C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter, and for the Developer by Berens Blonstein PLC, Scottsdale, Arizona.

From time to time, there are legislative proposals which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of community facilities districts which could have a material impact on the District and could adversely affect the secondary market value and marketability (liquidity) of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The various legal opinion to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL STATEMENTS

The financial statements of the District as of June 30, 2023, and for its fiscal year then ended, which are included as Appendix E to this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. as stated in its opinion which appears in Appendix E – "AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023." The District neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements. In addition, as a "blended component unit" of the City, certain information regarding the District is contained in the City's annual comprehensive financial reports. The City's annual comprehensive financial report for the fiscal year ended June 30, 2023, is publically available and is available upon request from the District Treasurer.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinions of Bond Counsel will be dated as of the date of initial delivery of the Bonds. The forms of such opinions are included as APPENDIX B – "FORMS OF APPROVING LEGAL OPINIONS OF BOND COUNSEL" attached hereto.

The Internal Revenue Code of 1986, as amended (the "Code") imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of its investment earnings with respect to the Bonds. The District has covenanted to comply with the provisions of the Code relating to such matters and the opinion of Bond Counsel assumes continuing compliance with such covenants. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Bonds do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value and marketability (liquidity) of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver

opinions substantially different from the opinions shown in APPENDIX B – "FORMS OF APPROVING LEGAL OPINIONS OF BOND COUNSEL." The extent of changes in Bond Counsel's opinions cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on July 15, 20__ through and including July 15, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold, the "OID Issue Price") of the Discount Bonds and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 15 and July 15 (with straight-line interpolation between compounding dates). The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 15, 20___, through and including July 15, 20__ (collectively, the "Premium Bonds"), are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial

Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

[The Board has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Code, which relates to the ability of certain financial institutions to deduct interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. Representatives of the Board will represent and warrant that they do not anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2023 will exceed $10,000,000. – to be confirmed upon final sizing of the transaction]

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") is expected to assign the rating of "AA" to the Bonds with the understanding that the Policy will be delivered by the Bond Insurer (as defined herein) simultaneously with the issuance of the Bonds. S&P has also assigned the underlying rating of "___" to the Bonds. Such ratings reflect only the view of S&P. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. Such ratings may be revised or withdrawn entirely at any time by S&P if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Bonds. The District will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" hereto.

BOND INSURANCE

[Bond Insurer Disclosure]

RISK FACTORS RELATED TO BOND INSURANCE

The following are risk factors relating to bond insurance generally. If the District determines to obtain the Policy for the Bonds, in the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely from *ad valorem* property taxes as described under "SECURITY FOR AND SOURCES OF PAYMENT." In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer's financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District, the Underwriter, the Financial Advisor, the Developer or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

UNDERWRITING

The Bonds will be purchased by the Underwriter at an aggregate purchase price of $_____, pursuant to a purchase contract (the "Bond Purchase Contract") entered into by and between the District and the Underwriter. If the Bonds are sold to produce the yields shown on the inside front cover pages hereof, the Underwriter's compensation will be $_____. The Bond Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover pages hereof. The initial offering yields set forth on the inside front cover pages may be changed, from time to time, by the Underwriter.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the MSRB through the Electronic Municipal Market Access System of the MSRB, as described in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX C - "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the SEC's Rule 15c2-12(b)(5) (the "Rule"). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds, specifically their market price and transferability.

[To be confirmed upon receipt of the District's third party CDU report]

The District has implemented written procedures to facilitate compliance with the Prior Undertakings and the continuing disclosure undertaking related to the Bonds and future similar undertakings.

FINANCIAL ADVISOR

Hilltop Securities Inc. (the "Financial Advisor") has been engaged by the District for the purpose of advising the District as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the District's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the District. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy and completeness of the information contained herein.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented, and is currently representing, the Underwriter with respect to other financings and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and may do so in the future. Bond Counsel also serves and has served as bond counsel for one or more of the political subdivisions that the District territorially overlaps. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

The Underwriter and the Financial Advisor have underwritten or acted as financial advisor with respect to bonds issued by the City and other overlapping political subdivisions.

This Official Statement has been approved, executed and delivered by the District.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT

By: _____

Chairman, Board of Directors

APPENDIX A

INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA

The following information concerning the City is for background information only as the District lies within the geographical limits of the City. THE BONDS ARE NOT AN OBLIGATION OF THE CITY IN ANY RESPECT. THE BONDS ARE DIRECT GENERAL OBLIGATIONS OF THE DISTRICT, PAYABLE FROM AD VALOREM TAXES LEVIED AGAINST ALL TAXABLE PROPERTY IN THE DISTRICT, AS DESCRIBED UNDER THE HEADING "SECURITY FOR AND SOURCES OF PAYMENT."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"), approximately four miles south of Interstate 10 on State Route 85. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass approximately 650 square miles and the City sits at an elevation of 888 feet above sea level. Not all property within the perimeter boundaries of the City is annexed into the City, however, over 392 square miles are annexed into the City.

The following table illustrates respective population statistics for the City, the County, and the State.

POPULATION STATISTICS

Calendar Years	City of Buckeye	Maricopa County	State of Arizona
2023 Estimate *(a)*	109,729	4,665,020	7,525,113
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339
1980 Census	3,434	1,509,175	2,716,546

(a) Estimate as of December 2023.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Government

The City operates under a Council-Manager form of government. The "Council" is comprised of the Mayor and six Councilmembers. The Mayor is elected at large every four years. Councilmembers each represent a district and are elected to staggered four-year terms. The Council appoints a Manager who has full responsibility for carrying out Council policies and administering operations.

The City provides a portion of its residents with water and sewer services; electricity is provided by Arizona Public Service Company, natural gas is provided by Southwest Gas Company and telephone service is provided by CenturyLink Communications Inc. In some areas of the City, water and/or sewer services are provided by private utility companies.

Economy

The Roosevelt Irrigation District and Buckeye Water Conservation and Drainage District canals provide a renewable supply of water for the City's farming needs. Employment for the City's residents is provided by agricultural activity services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located approximately 20 miles west of the City and is outside the boundaries of the City. The close proximity of the City to the greater Phoenix metropolitan area also provides employment. Part of the City's agricultural production includes Pima cotton which is processed in local cotton gins and exported worldwide. See below for certain historic employment information and a list of major employers located in and within close proximity of the City.

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail	1,470
State of Arizona	Government	1,020
City of Buckeye	Government	670
Buckeye Elementary School District No. 33	Education	500
Fry's Food Stores	Education	480
Clayton Homes Inc.	Homebuilder	440
Litchfield Elementary School District No. 79	Education	400
Funko LLC	Distribution	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District No. 25	Education	180

Source: Maricopa Association of Governments, Employer Database.

The table below illustrates the unemployment rate averages for the City.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Buckeye *(a)*
2024 *(b)*	4.6%
2023	4.6
2022	4.5
2021	6.1
2020	8.1
2019	5.0

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Substate area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data is not seasonally adjusted, is preliminary and is an average of January 2024 through February 2024. Data accessed April 5, 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The County's economy is based on high technology manufacturing, light manufacturing and commercial activities (including construction and trade), tourism, government and agriculture. The table below illustrates the employment structure of the County.

NON-AGRICULTURAL EMPLOYMENT STRUCTURE
Maricopa County, Arizona

	2024 Percent of Total *(a)*
Mining and construction	7.2%
Manufacturing	6.0
Trade, transportation and utilities	19.5
Information	1.7
Financial activities	8.8
Professional and Business Services	16.3
Educational and Health Services	16.9
Leisure and Hospitality	10.2
Services and miscellaneous	3.2
Government	10.2
Total	100.0%

(a) Data through February 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

LABOR FORCE AND NONFARM EMPLOYMENT
Maricopa County, Arizona

	2024 *(a)*	2023	2022	2021	2020	2019
Mining and construction	168,550	157,900	150,500	139,100	135,100	134,300
Manufacturing	141,000	128,200	134,200	133,700	129,900	129,700
Trade, transportation, and utilities	460,050	446,200	444,600	427,100	401,900	399,000
Information	40,100	41,100	42,600	39,700	37,400	40,000
Financial activities	208,200	217,200	214,800	214,300	206,600	200,500
Professional and business services	384,850	390,800	385,500	367,400	352,200	362,400
Educational and health services	399,050	371,400	353,500	339,100	329,300	332,300
Leisure and hospitality	239,650	236,000	227,300	206,200	187,200	227,100
Other services	75,100	68,100	70,400	66,800	60,100	68,400
Government	239,750	224,600	215,800	216,500	218,400	222,100
	2,356,300	2,281,500	2,239,200	2,149,900	2,058,100	2,115,800

(a) Data through February 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table illustrates taxable sales collections for the City.

MUNICIPAL PRIVILEGE TAX COLLECTIONS
City of Buckeye, Arizona
($000s omitted)

Fiscal Year	Amount
2022/23	$73,679
2021/22	62,067
2020/21	52,929
2019/20	40,276
2018/19	33,415

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.

Bank Deposits

The following table illustrates bank deposits for the County.

BANK DEPOSITS
Maricopa County, Arizona
(in millions)

Fiscal Year	Amount
2023	$163,826
2022	178,327
2021	158,003
2020	132,017
2019	107,879

Source: Federal Deposit Insurance Corporation.

APPENDIX B

FORMS OF LEGAL OPINIONS OF BOND COUNSEL

[Closing date]

District Board
Festival Ranch Community Facilities District
(City of Buckeye, Arizona)

Re: Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
General Obligation Bonds, Series 2024 [(Bank Qualified)]

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $8,000,000* aggregate principal amount of Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (Bank Qualified) (the "*Bonds*"), dated [Closing Date], issued by the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. ___-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024 (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, at the same time and in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient, together with any money from other sources lawfully available, to pay the principal of and interest on the Bonds when due.

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* *Subject to change.*

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

[Closing date]

District Board
Festival Ranch Community Facilities District
(City of Buckeye, Arizona)

Re: Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
General Obligation Refunding Bonds, Series 2024 [(Bank Qualified)]

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $3,305,000* aggregate principal amount of Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024 (Bank Qualified) (the "*Bonds*"), dated [Closing Date], issued by the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. ___-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024 (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof and the refunding of the Bonds Being Refunded (as defined in the Resolution) are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds, without limit as to rate, except that the total aggregate of taxes levied to pay the principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate amount of principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded; and subject further to the rights vested in the owners of such Bonds Being Refunded to the payment of such Bonds Being Refunded from the same tax source in the event of a deficiency in the monies placed in trust for the purpose of providing for payment of principal of, premium, if any, and interest on such Bonds Being Refunded. The owners of the Bonds must rely on the sufficiency of the monies placed irrevocably in trust for payment of the Bonds Being Refunded. Subject to the foregoing, it is required by law that there be levied, assessed and collected, in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient to pay the principal of and interest on the Bonds, when due.

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* *Subject to change.*

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$8,000,000* GENERAL OBLIGATION BONDS, SERIES 2024	$3,305,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

(CUSIP BASE NUMBER 315598)

This Undertaking is executed and delivered by Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (collectively, the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

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* *Subject to change.*

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 3, 4, 6, 7 and 10 of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH***

TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs

and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

FESTIVAL RANCH COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Bond Registrar and Paying Agent for DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the

Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof. The Beneficial Owners should confirm this information with DTC or the DTC participants.

APPENDIX E

AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

RESOLUTION NO. 05-24 (Festival Ranch)

A RESOLUTION OF THE BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ITS GENERAL OBLIGATION BONDS, SERIES 2024; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A FINANCIAL ADVISOR AND A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS RELATING TO AND SECURING THE PAYMENT OF THE BONDS, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AWARDING THE BONDS TO THE PURCHASER THEREOF; DELEGATING THE AUTHORITY TO APPROVE THE METHOD OF SALE AND TO APPROVE AND DEEM FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT, IF APPLICABLE; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

BE IT RESOLVED by the Board of Directors (the "*Board*") of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") as follows:

Section 1. Findings.

A. Authorizing Election. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("*A.R.S.*"), as amended (the "*Enabling Act*") and a resolution adopted by the Board, an election was ordered and called on May 25, 2005, to submit to the qualified electors of the District or to those persons who were otherwise qualified to vote (the "*Election*") the question of authorizing the Board to issue general obligation bonds of the District to provide moneys for certain public infrastructure purposes consistent with the General Plan of the District. The Board canvassed the Election and resolved that such bonds were authorized to be issued.

B. Feasibility Report. Pursuant to the Enabling Act, the Board has caused a study of the feasibility and benefits of the projects relating to certain public infrastructure (as defined in the Enabling Act) provided for in the General Plan of the District and to be financed with proceeds of the sale of a portion of such bonds, such study having been prepared by or on behalf of the District and including (i) a description of certain public infrastructure to be acquired and all other information useful to understand the projects, (ii) a map showing, in general, the location of the projects, (iii) the costs of constructing the projects, (iv) an estimate of the cost to acquire, operate and maintain the projects, (v) a map or description of the area to be benefited by the projects, and (vi) a plan for financing the projects (the "*Feasibility Report*"). A public hearing on the Feasibility Report was held May 7, 2024, after publication of notice of the hearing as provided by law. Pursuant to the Enabling Act and a resolution adopted on May 7, 2024, the Feasibility Report was approved in all respects.

C. Bond Authorization. The Board has determined, exercising its sole and unfettered discretion, to authorize the issuance of the general obligation bonds described herein (the "*Bonds*") to provide funds for all or a portion of the public infrastructure and public infrastructure purposes provided for in the Enabling Act and the Feasibility Report, to the extent authorized in the Election.

D. Tax Levy. Upon issuance of the Bonds, the Board (i) shall enter in its minutes a record of the Bonds sold and their numbers and dates and (ii) shall annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient, together with moneys from the sources described herein, to pay Debt Service (as such term is defined in the Enabling Act) when due.

E. Method of Sale. The firm of Hilltop Securities Inc. will serve as the District's financial advisor (the "*Financial Advisor*") with respect to the Bonds, and by this resolution the Board shall delegate authority to the District Treasurer to determine, with the advice of the Financial Advisor, the method of sale of the Bonds.

F. Registrar. Pursuant to the Enabling Act, if the Bonds are sold to the Underwriter (as defined herein) in a negotiated sale, the District has determined to enter into a Bond Registrar, Transfer Agent and Paying Agent Contract, to be dated as of the first day of the month of the dated date of the Bonds (the "*Registrar Contract*"), or such other date as set forth in the Purchase Contract (as defined herein), by and between the District and U.S. Bank Trust Company, National Association, acting as bond registrar, transfer agent and paying agent (the "*Registrar*" and the "*Paying Agent*," as the case may be), to process the issuance, registration, transfer and payment of the Bonds. The Board has determined by this resolution to authorize the issuance and sale of the Bonds and, in order to provide terms for the Bonds and to provide for authentication and delivery of the Bonds, to authorize the execution and delivery of the Registrar Contract. If the Bonds are placed by the Placement Agent (as defined herein), the Registrar Contract may not be required as set forth in the Direct Purchase Agreement (as defined herein).

G. Purchase Contract; Direct Purchase Agreement. The Board intends to issue the Bonds through any or all of the following methods as determined by the District Treasurer, with the advice of the Financial Advisor: (i) selling the Bonds to Stifel, Nicolaus & Company, Incorporated (acting in this capacity, referred to herein as the "*Underwriter*"), through negotiation with the Underwriter and pursuant to a bond purchase agreement, to be dated of even date with the sale of the Bonds to the Underwriter (the "*Purchase Contract*"), in substantially the form now on file with the District Clerk, to be executed and delivered by and between the District and the Underwriter, on such terms as may hereafter be approved by the District Manager or District Treasurer, or (ii) placing the Bonds with one or more financial institutions (collectively, the "*Purchaser*") with the aid of Stifel, Nicolaus & Company, Incorporated (acting in this capacity, referred to herein as the "*Placement Agent*"), pursuant to the terms of a placement agent agreement by and between the District and the Placement Agent (the "*Placement Agent Agreement*"), in the customary form as approved by the District Manager or District Treasurer, the terms of such placement may hereafter be approved by the District Manager or District Treasurer and may be evidenced by a written certificate, receipt, continuing covenant agreement or other similar

purchase commitment for similar placement transactions (collectively, the "*Direct Purchase Agreement*").

H. Qualified Investor. If the Bonds are placed pursuant to a Direct Purchase Agreement with the Purchaser, the Purchaser may be required to execute a Certificate of Qualified Investor in form and substance satisfactory to the District Manager, District Treasurer and Bond Counsel (as defined herein).

I. Bond Documents. There have been placed on file with the District Clerk (i) the proposed form of the Purchase Contract relating to the Bonds (if the Bonds are sold to the Underwriter), (ii) the proposed form of the Registrar Contract (if the Bonds are sold to the Underwriter), (iii) the proposed form of a continuing disclosure undertaking, to be dated the date of delivery thereof and applicable if the Bonds are sold to the Underwriter, and (iv) the proposed form of the Preliminary Official Statement relating to the Bonds if the Bonds are sold to the Underwriter, to be dated the date determined by the District Manager (the "*Preliminary Official Statement*") and which, with such completions and changes as may be necessary will constitute the form of the Final Official Statement (the "*Final Official Statement*"). The documents described in clauses (i) through (iv) of this paragraph, inclusive, are collectively referred to herein as the "Bond Documents." If the Bonds are placed with a Purchaser, "Bond Documents" shall include the Placement Agent Agreement and the Direct Purchase Agreement and shall not include the Purchase Contract, Registrar Contract, continuing disclosure undertaking and Preliminary Official Statement.

J. Authorization to Execute, Issue and Sell. Within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter or Purchaser in accordance with the Purchase Contract or the Direct Purchase Agreement, as applicable, and at such prices, interest rates, maturities and redemption features as may be hereafter determined.

K. Limitations on Indebtedness. The Board hereby finds and determines that (i) the amount of indebtedness evidenced by the Bonds does not exceed the estimated cost of the public infrastructure improvements plus all costs connected with the public infrastructure and public infrastructure purposes and issuance and sale of the Bonds to be financed therewith as indicated in the Feasibility Report and (ii) the total aggregate outstanding amount of the Bonds and bonds previously issued does not exceed 60% of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is acquired by the District with proceeds of the Bonds, all as provided in the Enabling Act. The Board further finds and determines that the indebtedness evidenced by the Bonds may exceed the 26% limitation set forth in Section 4.4 of the City of Buckeye, Arizona, Policy Guidelines and Application Procedures for the Establishment and Operation of Community Facilities Districts. (the "*Policy*"). The Board hereby exercises the discretion granted to it by Section 1.7 of the Policy and hereby approves exceedance of the 26% limit to the extent necessary to ensure consistency with prior-issued indebtedness incurred prior to establishment of the 26% limit in the Policy

Section 2. Authorization; Method of Sale.

A. Authorization. The Board hereby authorizes the Bonds to be executed, issued and sold in the aggregate principal amount of not to exceed $10,230,000, in one or more series on one or more issuance dates. The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution and the Enabling Act and delivered against payment therefor by the Underwriter or the Purchaser, as applicable. The Bonds so authorized shall be designated "Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024" or such other name as designated in the Purchase Contract or the Direct Purchase Agreement, as applicable. The series designation of the Bonds may change if the Bonds are sold in a later calendar year, and such series designation shall be reflected in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Method of Sale. The District Treasurer is hereby authorized and directed to determine, upon consultation with the Financial Advisor, the method of sale of the Bonds. If the District Treasurer determines to sell the Bonds to the Underwriter via a negotiated sale, the District Treasurer shall, with the assistance of the Financial Advisor, negotiate the prices, interest rates, maturities, and redemption features in conformance with the parameters of this resolution and the District shall execute and deliver the Purchase Contract. If the District Treasurer determines to place the Bonds directly to one or more financial institutions, the District Treasurer is hereby authorized to prepare a request for proposals or similar document with the assistance of the Placement Agent and to receive bids from potential purchasers. In such method of sale, the District Treasurer, with the assistance of the Financial Advisor and the Placement Agent, is hereby authorized and directed to review the bids received and award the Bonds to the most qualified bidder, and such award shall be evidenced by the Direct Purchase Agreement. The District Treasurer may engage in negotiations with one or more bidders as the District Treasurer deems appropriate. The District Treasurer may also reject all bids received. Any bid submitted shall be deemed agreement by the bidder with the terms of this resolution and the bidder's unconditional offer to be bound by the terms of this resolution.

Section 3. Terms.

A. Bonds.

(i) The Bonds will be dated the date set forth in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds will mature on July 15 in some or all of the years 2025 to 2044, inclusive, and will bear interest from their dated date to the maturity or prior redemption date of each of the Bonds at the rate or rates set forth in the Purchase Contract or Direct Purchase Agreement, as applicable, provided that the interest rate on the Bonds shall not exceed the rate authorized in the ballot measure approved at the Election.

(ii) The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds, including series designation, purchase price and provision for original issue discount and original issue premium, shall be as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable, and approved as set forth in this resolution and such approval

shall be evidenced by the execution and delivery of the applicable Purchase Contract or the Direct Purchase Agreement.

(iii) The Bonds are expected to be initially issued in fully-registered form, and, if purchased by the Underwriter, in book-entry form, in denominations of $5,000 of principal amount each or integral multiples thereof, equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is used and then discontinued, the Bonds will be in denominations of $5,000 of principal each or integral multiples in excess thereof (or in such other denominations as set forth in the Purchase Contract). If placed with the Purchaser, the Bonds will be in denominations of $100,000 of principal each or integral multiples of $1,000 in excess thereof (or in such other denominations as set forth in the Direct Purchase Agreement). Interest on the Bonds shall be payable semiannually on each January 15 and July 15 (each an "*Interest Payment Date*") during the term of the Bonds, commencing January 15, 2025 (or on such other date as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable).

(iv) Any default rate or taxable interest rate in the Direct Purchase Agreement shall not exceed six percent (6.00%), and the implementation of any default rate or taxable rate shall not exceed the rate authorized in the ballot approved at the Election.

B. Book-Entry-Only System. If the Bonds are sold to the Underwriter, the Bonds may be administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations (as defined herein), and so long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, New York, New York ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the District and DTC). The District has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds (if sold to the Underwriter in a negotiated sale) and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds (if sold to the Underwriter in a negotiated sale).

C. Registration.

(i) If the Bonds are sold to the Underwriter, the Bonds may be registered in the Book-Entry-Only System. If the Book-Entry-Only System is discontinued, the Registrar's registration books shall show the registered owners of the Bonds. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. If the Book-Entry-Only System is discontinued, the Bonds will be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds.

(ii) If the Bonds are placed with the Purchaser, the Bonds may be registered in the name of the Purchaser. In the event the Bonds are placed with the Purchaser, the Bonds may not be transferred unless (a) to a transferee that is a Qualified Investor (as defined herein) and provides the District with a completed Certificate of Qualified Investor and (b) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For

purposes of the Bonds, if placed with the Purchaser, "Qualified Investor" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified Investor. The District and the Purchaser may provide other terms and provisions for the signatures, authentication, registration, transfer and exchange of the Bonds in the Direct Purchase Agreement.

D. Payment.

(i) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent by check mailed to the registered owner thereof at such registered owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

(ii) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by a registered owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such registered owner.

(iii) Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds."

(iv) If the Bonds are placed with the Purchaser, the principal and premium, if any, on the Bonds shall be payable upon surrender thereof at the designated office of the District. If the Bonds are placed with the Purchaser, the interest on the Bonds will be payable on each Interest Payment Date by the District by wire transfer to an account within the United States of America designated by the Purchaser, or subsequent transferee, or by check mailed to the Purchaser, or subsequent transferee, at the address on file with the District.

(v) The District and the Underwriter or the Purchaser, as applicable, may provide for other terms for the payment of principal of, premium, if any, and interest on the Bonds and the redemption of the Bonds in the Purchase Contract or the Direct Purchase Agreement, as applicable.

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Section 4. Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable. Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered for cancellation (i) by the District to the Registrar (if the Bonds are sold to the Underwriter) or (ii) by the Purchaser, or subsequent transferee, to the District (if the Bonds are placed with the Purchaser), the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption.

(i) If the Bonds are sold to the Underwriter, and so long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC or any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(ii) If the Bonds are sold to the Underwriter, notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(iii) If the Bonds are placed with the Purchaser, notice of any redemption will be mailed by first class mail, postage prepaid, to the registered owner, at the address shown on file with the District, not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. The Purchaser and the District may agree to additional notice provisions in the Direct Purchase Agreement.

(iv) In either case of a sale of the Bonds to the Underwriter or the placement of the Bonds with the Purchaser, if moneys for the payment of the redemption price of the Bonds and accrued interest are not held in separate accounts by the District or the Paying Agent prior to sending notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force or effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent or District, as applicable, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. Except as otherwise provided by the Book-Entry-Only System (if the Bonds are sold to the Underwriter), any Bond that is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent or at the designated office of the District, as applicable, and the District shall execute and the Paying Agent or the District, as applicable, shall authenticate and deliver to the registered owner of such Bond, without a service charge, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such registered owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond or Bonds so surrendered.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, (a) notice of such redemption has been given in accordance with provisions hereof, or (b) as applicable, the District has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 5. Use of Proceeds. The net proceeds from the sale of the Bonds shall be set aside and deposited by the District Treasurer in a separate account and used to provide funds for any and all of the public infrastructure and public infrastructure purposes provided for in the Enabling Act, the Feasibility Report and the Election.

Section 6. Form of Bonds. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate

omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract or the Direct Purchase Agreement, as applicable, and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. As applicable, the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. As applicable, each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Board and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 7. Execution of Bonds and Bond Documents.

A. Bonds.

(i) The Bonds shall be executed for and on behalf of the District by the District Chair and attested by the District Clerk by their manual or facsimile signatures. If the signatures are affixed or imprinted by facsimile means, the District Chair and District Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid.

(ii) If the Bonds are purchased by the Underwriter, no Bond shall be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. If the Bonds are placed with the Purchaser, no Bond shall be valid or binding until authenticated by the manual signature of an authorized officer of the District. The signature of the authorized representative of the Registrar or the District, as the case may be, shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Bond Documents.

(i) The forms, terms and provisions of the Bond Documents in substantially the forms of the Bond Documents (including the exhibits thereto) currently on file with the District Clerk or otherwise described herein, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the District Chair, the District Manager, the District Treasurer and the District Clerk or any of such officers (collectively, the "*Authorized Officers*") are each hereby authorized and directed to execute the Bond Documents, as may be required.

(ii) The Authorized Officers are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Underwriter, and the terms of the Placement Agent Agreement and District Purchase Agreement if the Bonds are placed with a Purchaser, and to execute and deliver the Bond Documents in substantially the form on file with the District Clerk with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. Execution of the Bond Documents by such officers shall be conclusive evidence of such

approval. The District Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical, facsimile or electronic means.

(iii) In the event any member of the Board or officer of the District is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Board may act in the capacity of such member or officer for the purpose of discharging such obligation or duty.

Section 8. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the Registrar or the District, as applicable, shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the District and the Registrar, as applicable, in connection therewith and, in the case of the Bond destroyed or lost, filing with the District and the Registrar, as applicable, by the registered owner evidence satisfactory to the District and the Registrar, as applicable, that such Bond was destroyed or lost, and furnishing the District and the Registrar, as applicable, with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

Section 9. Acceptance of Offer; Sale of Bonds; Purchase Contract Approval.

A. Purchase Contract. As applicable, the Underwriter or the Purchaser shall purchase the Bonds pursuant to the form of Purchase Contract, submitted to and on file with the District Clerk, or Direct Purchase Agreement, as applicable, and such proposal, as supplemented by the final terms as contemplated by this resolution, is hereby authorized and approved. When the final terms of the Bonds are known, the Purchase Contract or Direct Purchase Agreement, as applicable, shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Purchase Contract or Direct Purchase Agreement, as applicable, to be completed and executed and to finalize the terms thereof, including, but not limited to, establishing the principal amount of Bonds sold, the maturity amounts, maturity dates, interest rates and optional and mandatory redemption provisions; provided, however, that the parameters of this resolution shall govern the Purchase Contract or Direct Purchase Agreement, as applicable, as finalized; and provided further, that none of the Authorized Officers are authorized to insert in the Purchase Contract or Direct Purchase Agreement, as applicable, any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Contract or Direct Purchase Agreement, as applicable, the Bonds are ordered sold to the Underwriter or Purchaser. The execution and delivery of the Purchase Contract or the Direct Purchase Agreement, as applicable, as completed, shall be conclusive evidence of such approval of the final terms and provisions.

B. Bond Delivery. The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter or the Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Contract or Direct Purchase Agreement, as applicable.

C. Discount; Premium. Any other provision of this resolution to the contrary notwithstanding, if the Bonds are sold for less than par, the aggregate amount of discount and interest shall comply with A.R.S. § 48-722, as amended, and any net premium on the Bonds shall be applied in accordance with A.R.S. § 48-722, as amended.

Section 10. Funds and Accounts. The District Treasurer shall create the following funds and accounts which shall be held separate and apart and used only as provided herein:

(i) Bond Fund, which shall include:

(a) Principal Account;
(b) Interest Account; and
(c) Redemption Account.

(ii) Acquisition Fund.

(iii) Costs of Issuance Fund.

The money deposited to the various funds and accounts created hereby, together with all investments thereof and investment income therefrom, shall be held in trust by the District and applied solely as herein provided.

Section 11. Deposits to and Application of Bond Fund. The District shall deposit or shall cause, at the applicable times set forth below, to be immediately deposited from the tax levy described in Section 16 hereof to the Bond Fund to the credit of the applicable accounts: (i) to the Principal and Interest Accounts, as applicable, on each December 14 and June 14 or, if either such date is not a Business Day (as defined herein), then the first Business Day immediately preceding such date, all amounts collected by or remitted to the District from the collections of taxes levied pursuant to this resolution; (ii) to the Redemption Account, amounts transferred from the Acquisition Fund to the extent hereinafter provided; (iii) to the Redemption Account, amounts transferred from the Principal and Interest Accounts or other funds deposited pursuant to any optional or mandatory redemption of the Bonds; and (iv) such other funds as the District shall, from time to time, at its option deem advisable. The Principal, Interest and Redemption Accounts of the Bond Fund shall be applied solely to pay principal of (including any mandatory redemption amount then due), interest on and the redemption price with respect to the Bonds, respectively.

Section 12. Deposits to and Application of Acquisition Fund. The District shall deposit Bond proceeds to the Acquisition Fund in the amount provided in the District's Tax Certificate to be executed and delivered as of the date of initial delivery of the Bonds (the "*Tax Certificate*"). Amounts on deposit in the Acquisition Fund shall be applied by the District in the amounts and to the persons approved by the District to pay all items of expense directly or indirectly relating to the cost of the project and as described in the Feasibility Report upon acceptance of the project by the District. Notwithstanding anything contained in this Section 12, any amounts remaining in the Acquisition Fund after three years from the issuance date of the Bonds shall be transferred to the Redemption Account of the Bond Fund and applied to the redemption of Bonds.

Section 13. **Deposits to and Application of Costs of Issuance Fund**. The money deposited to the Costs of Issuance Fund, together with all investments thereof and investment income therefrom, shall be held in trust by the District. The District shall deposit to the Costs of Issuance Fund (i) the amounts provided in the Tax Certificate and (ii) any funds directly deposited with the District to pay for costs of issuance of the Bonds. Upon a request for disbursement, amounts on deposit in the Costs of Issuance Fund shall be applied to pay all costs of the issuance and sale of the Bonds. After six months from the issuance date of the Bonds, the District shall transfer any moneys in the Costs of Issuance Fund to the Acquisition Fund.

Section 14. **Registrar and Paying Agent**.

A. Sale to Purchaser. If the Bonds are sold to the Purchaser, the District may function as the registrar and the paying agent for the Bonds.

B. Sale to Underwriter. If the Bonds are sold to the Underwriter, this Section 14(B) shall apply. If the Book-Entry-Only System is discontinued, pursuant to the Registrar Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration or transfer and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the registered owners.

C. Registrar and Paying Agent; Changes. Initially U.S. Bank Trust Company, National Association, will act as, and is hereby designated as, the Registrar and the Paying Agent with respect to the Bonds. The District may change the Registrar or the Paying Agent without notice to or consent of registered owners of the Bonds and the District may act in any such capacity.

D. Moneys Held in Trust. The Paying Agent, and any subsequent paying agent, shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

E. Authenticating Agent. The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

F. Registration and Transfer of Bonds. The Registrar shall keep a separate register for the Bonds. The register shall show the registered owners of the Bonds and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

G. Record Date. The "*Record Date*" for the Bonds shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or

equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day. Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made payable to and mailed to the Owner shown on the books of the Registrar as of the close of business on the respective Record Date.

H. Transfer after Record Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may, but need not, register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed; if the transfer of any Bond that has been called or selected for call for redemption in whole or in part is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

I. Authentication of Bonds. The Registrar shall authenticate Bonds for original issue in the aggregate principal amount of not to exceed $10,230,000 upon the written request of the District. The aggregate principal amount of Bonds outstanding at any time may not exceed those amounts except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 15. Other Actions Necessary. The Authorized Officers shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this resolution and the Bond Documents, including without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Bonds.) The District Manager or District Treasurer may agree, on behalf of the District, to provide annual continuing disclosure regarding the District to the Underwriter or the Purchaser, as applicable, and such parties as the Underwriter or the Purchaser may request and to use the services of a dissemination agent to satisfy such request.

Section 16. Tax Levy.

A. Annual Levy. For each year while any Bond is outstanding, the Board shall annually levy and thereafter forward to Maricopa County for collection an ad valorem tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any moneys from any sources authorized pursuant to the Enabling Act, pursuant to this resolution and provided for under the Bond Documents, to pay Debt Service when due, and to pay the District's operation and maintenance expenses. In no event shall that portion of the tax rate utilized to pay the operation and maintenance expenses of the District, in any year, exceed $0.30 per $100 of assessed valuation.

B. Deposit to Bond Fund. Moneys derived from the levy of the tax provided for in this Section when collected and allocated to the Bonds constitute funds to pay Debt Service on the Bonds and shall be deposited in the Bond Fund and shall be kept separately from other funds of the District as set forth in Section 11 above (after deduction of the property tax revenues levied and utilized for the payment of the District's operation and maintenance expenses).

C. Annual Statements. The Board shall make annual statements and estimates of the amount to be raised to pay Debt Service on the Bonds and to pay other such costs of the District as are permitted under "public infrastructure purposes" as provided in the Enabling Act. The Board shall file the annual statements and estimates with the District Clerk and shall publish a notice of the filing of the estimate. The Board, on or before the date set by law for certifying the annual budget of the District, shall fix, levy and assess the amounts to be raised by ad valorem taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona (the "*State*"). All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

Section 17. No Obligation of City or Other Entity. Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) is pledged to the payment of the Bonds. The Bonds will be obligations of the District only. None of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) will have any obligation with respect to Debt Service for the Bonds.

Section 18. Resolution a Contract. This resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner that would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution, the Bonds and the Bond Documents is hereby authorized and approved, and it is ordered and directed to execute, deliver and perform such agreements.

Section 19. Ratification of Actions; Consent.

A. Ratification. All actions of the officers and agents of the District that conform to the purposes and intent of this resolution and that further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

B. Consent. This Board hereby acknowledges Gust Rosenfeld P.L.C.'s representation of the Underwriter in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

Section 20. Distribution of Disclosure Documents. If applicable, the preparation and dissemination of the Preliminary Official Statement, in substantially the form currently on file with

the District Clerk, is hereby authorized and approved. Its distribution by the Underwriter is hereby authorized and approved and will be used if the Bonds are sold in a negotiated sale. The Preliminary Official Statement shall be in a form that is approved and may be deemed "final" for all purposes of the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, by any of the Authorized Officers. Any of the Authorized Officers shall approve and cause the Final Official Statement, in substantially the form of the Preliminary Official Statement referred to above, to be prepared and distributed in connection with the sale of the Bonds. The Authorized Officers are each hereby authorized to execute and deliver the Final Official Statement on behalf of the District.

Section 21. Tax Covenants.

A. Covenant to Maintain Tax Exemption. In consideration of the purchase and acceptance of the Bonds by the registered owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the District covenants with the registered owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

B. Closing Documents. The Authorized Officers are each hereby authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The District Manager, the District Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("*Bond Counsel*"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "*Code*").

C. Rebate. The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The Authorized Officers are each hereby authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

D. Further Acts. The District agrees that it will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws;

limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

E. Authorized Representatives. The Board hereby authorizes the District Treasurer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post issuance compliance policies and matters.

Section 22. Qualified Tax-Exempt Obligations. In the event the District Chair, any member of the Board, the District Manager or the District Treasurer determines that the District reasonably expects to issue less than $10,000,000 in principal amount of tax-exempt obligations in this current calendar year, the District may designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If so designated, the District Chair, any member of the Board, the District Manager or the District Treasurer shall certify in the closing certificates that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) that will be issued for or by the District in the current calendar year shall not exceed $10,000,000.

Section 23. Bond Insurance or Credit Enhancement. The Authorized Officers are each hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Authorized Officers to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof.

Section 24. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 25. Cancellation of Agreement. The District hereby gives notice to the Registrar, the Paying Agent and the Underwriter or Purchaser, as applicable, that A.R.S. § 38-511, provides that, within three years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the other party to the agreement in any capacity or a consultant to such other party with respect to the subject matter of the agreement.

Section 26. Waiver of Inconsistency. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance of any part thereof.

Section 27. Limitation on Repeal of Resolution. After any of the Bonds are authenticated and delivered by the Registrar to the Underwriter, or by the District to the Purchaser, as applicable, upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, canceled and discharged.

Section 28. Effective Date. This resolution shall be effective immediately.

[Signatures on following page]

PASSED AND ADOPTED by the District Chair and Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) on May 7, 2024.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
Chair, District Board

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 05-24 (Festival Ranch) was duly passed by the Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

[Signature page to Resolution]

EXHIBIT A

(Form of Bond)

Number: R-_____ Denomination: $_____

[***If the Bonds are sold in a public offering via negotiated sale*** - Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[***If the Bonds are privately placed –*** RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," WHICH MEANS A QUALIFIED INSTITUTIONAL BUYER, AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR, THE FORM OF WHICH IS ATTACHED HERETO.]

UNITED STATES OF AMERICA
STATE OF ARIZONA

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BOND, SERIES 2024

[***If the Bonds are sold in a public offering via negotiated sale***]

Interest Rate	Maturity Date	Original Dated Date	CUSIP
____%	July 15, 20__	_____, 2024	315598 ___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____)

[***If the Bonds are privately placed***]

Interest Rate	Maturity Dated	Original Dated Date
[____]%	[_____]	[_____]

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____ AND NO/100 DOLLARS ($_____)]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) a community facilities district formed by the City of Buckeye, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the "*District*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the

maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 15 and July 15 of each year, commencing January 15, 2025, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year composed of 360 days consisting of 12 months of 30 days each.

[if bonds privately placed, INSERT DETERMINATION OF TAXABILITY, DEFAULT RATE, EVENT OF DEFAULT, IF APPLICABLE]

Principal of, interest and any premium on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the District and DTC.

The "*Record Date*" for the bond shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*business day*")) immediately preceding the applicable interest payment date, or if such date is not a business day, the previous business day.

[if bonds privately placed - Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the registered owner hereof, as shown on the registration books maintained by the District, at the address appearing therein at the close of business on the first day of the calendar month next preceding the interest payment date. Annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of this bond.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of [$_____] of like tenor except as to amount, maturity date, interest rate and number, issued by the District to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at an election duly called and held in and for the District, pursuant to a resolution of the Board of Directors of the District duly adopted prior to the issuance hereof (the "*Resolution*"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State of Arizona, or any political subdivision thereof (other than the District) is pledged to the payment of the bonds.

So long as the book-entry-only system is in effect, the registrar shall notify DTC of redemption in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any bond redeemed prior to its stated maturity date shall be mailed by first class mail to each registered owner of the bond or bonds not more than 60 days nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. The registrar also agrees to send notice of redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system in the manner required by the MSRB. Failure to properly give notice of redemption (other than to the MSRB) shall not affect the redemption of any bond for which notice was properly given. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or the paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and the notice shall be of no force and effect. When so called for redemption, the bonds will cease to bear interest on the date fixed for redemption if on that date sufficient funds for such redemption are on deposit at the place of payment.

The registrar and the paying agent on the original issue date is U.S. Bank Trust Company, National Association. The registrar or the paying agent may be changed by the District without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar upon surrender and cancellation of this bond, but only in the manner and subject to the limitation on transfer and upon payment of the charges provided in the Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the authorizing resolution. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the Record Date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the Record Date.

The registrar may, but need not, register the transfer of this bond if it has been selected for redemption and need not register the transfer of this bond for a period of 15 days before selection of this bond to be redeemed; if the transfer of this bond, after it has been called or selected for call for redemption in whole or in part, is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with this bond. If the registrar transfers or exchanges this bond within the period referred to above, interest on this bond shall be paid to the person who was the owner at the close of business of the registrar on the Record Date as if such transfer or exchange had not occurred.

Notwithstanding any provisions hereof or of the Resolution, however, the obligation of the District to make money available to pay this bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Obligations (as such term is defined in the Resolution) sufficient for such purpose as described in the Resolution.

Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal each or integral multiples of $5,000.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

[if bonds privately placed - Notwithstanding any other provision of this Bond to the contrary, this Bond is nontransferable unless the transferee or transferees provide the registrar and paying agent a completed certificate of sophisticated municipal market investor or certificate of qualified investor, as the case may be, in the form included in this Bond.

This Bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit 1, and who agrees to comply with all applicable federal and state securities laws.]

The District has caused this bond to be executed by the District Chair of its Board of Directors and attested by the District Clerk, which signatures may be manual or by facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the District and the occurrence of certain other conditions.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
District Chair, Board of Directors

ATTEST:

_____
District Clerk

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

- - - -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-as tenants in common	UNIF GIFT/TRANS MIN ACT-_____Custodian_____
TEN ENT-as tenants by the entireties	(Cust) (Minor)
JT TEN-as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts/Transfers to Minors Act_____
	(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received the undersigned subject to the transfer restrictions described in the within bond, hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee):

_____

_____

(Print or typewrite Social Security or other identifying number of transferee: _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____ _____, attorney, to transfer the within bond on the book kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within Bond in every particular.

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar and Paying Agent.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT 1

[FORM OF CERTIFICATE OF QUALIFIED INVESTOR]

FESTIVAL RANCH
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

Re: $[_____] Festival Ranch Community Facilities District
(City of Buckeye, Arizona) General Obligation Bond, Series 2024

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the above-captioned bond (hereinafter referred to as the "*Bond*"), such Bond being in the original aggregate principal amount of $[_____], bearing the number R-1. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with a present intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the resolution of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") authorizing the issuance of the Bond, adopted on _____, 2024 (the "*Resolution*"). The undersigned understands that, unless the Board of Directors of the District terminates the transfer restrictions described in the Resolution and herein, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter substantially in the form of this letter and promptly provide such letter to the District before any transfer of the Bond to such transferee will be registered. [The Bond may only be transferred in whole (and not in part)].

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "*Qualified Investor*").

4. The undersigned understands that: (i) the Resolution and the Bond are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bond are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bond must comply with federal and state securities laws, (iv) any sale or transfer of the Bond, or interests therein, must be to Qualified Investors, (v) the Bond will not be listed on any stock or other securities exchange, (vi) the Bond will not carry any bond rating from any rating service, (vii) the Bond is not likely to be readily marketable, and (viii) the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in that act.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein by the undersigned, and agrees to hold the District harmless for, from and against any and all liabilities

claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its purchase decision and after such evaluation, the undersigned understood and knew that the purchase of the Bond involved certain risks, including, but not limited to, limited security and source for payment of the Bond, the status of development and its impact on the collection of ad valorem taxes for payment of the Bond, and the probable lack of any secondary market for the Bond. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in purchasing the Bond. Other than information specifically provided by the District, the undersigned is not relying on the District in making its decision to purchase the Bond.

7. The undersigned acknowledges that the District and the respective officers, directors, board members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bond.

Dated: _____.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 3.B. Resolution No. 06-24 Festival Ranch CFD General Obligation Refunding Bonds, Series 2024
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Festival Ranch
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 06-24 authorizing the issuance of its General Obligation Refunding Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds and the Bonds being refunded; providing for the annual levy of a tax for the payment of the Bonds; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; delegating the authority to approve certain matters with respect to the Bonds and the Bonds being refunded; and ratifying all actions taken or to be taken to further this Resolution.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
The Board will consider issuing its General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds") to refund its outstanding District General Obligation Bonds, Series, 2012 and General Obligation Bonds, Series 2013 (collectively, the "Outstanding Bonds") in order to achieve savings on annual debt service payments. The Refunding Bonds will be used to pay off all or a portion of the Outstanding Bonds, effectively replacing certain maturities of the Outstanding Bonds with Refunding Bonds at a lower interest rate.

BENEFITS:
The District will achieve savings on its annual debt service by replacing all of the Outstanding Bonds with Refunding Bonds at a lower interest rate. The result will be lower annual debt service payments and cost savings as compared to the Outstanding Bonds.

FUTURE ACTION:
The District Clerk and the officers of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated by Resolution No. 06-24 and the bond documents described therein, including, without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the bonds.

FINANCIAL IMPACT STATEMENT:
The Refunding Bonds shall result in anticipated net present value savings of not less than 0% of the principal amount of the Outstanding Bonds. Actual savings will depend on interest rates at closing.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8006

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
696780263_v 1_Festival Ranch CFD GO and GO Ref 2024 - Continuing Disclosure Undertaking(6146021.2).docx
696821978_v 1_Festival Ranch CFD GO and GO Ref 2024 - Bond Purchase Agreement(6146022.2).docx
AGR - Festival Ranch CFD GO Rfdg Bonds Srs 2024 - Depository Trust Agreement (003)(4.15.24)(6145790.3).docx
AGR - Festival Ranch GO Bds Sr 2024 - Registrar Contract (002)(04.10.24)(6133501.2).docx
PRELIM Festival Ranch CFD (Buckeye AZ) GO Ref Srs 24 jl 4-16-24(6146372.3).pdf
RES - Festival Ranch CFD GO Ref Bonds Ser 2024 - Authorizing Refunding Resolution (004)(4.15.24)(6145743.4).docx

DRAFT
04/11/24

CONTINUING DISCLOSURE UNDERTAKING

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000	$____,000
GENERAL OBLIGATION BONDS, SERIES 2024	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

(CUSIP BASE NUMBER 315598)

This Undertaking is executed and delivered by Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (collectively, the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 3, 4, 6, 7 and 10 of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or

financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

[Signature page follows.]

Dated: _____, 2024

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

[Signature page to Continuing Disclosure Undertaking]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS, SERIES 2024
AND
$_____,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

_____, 2024

Board of Directors
Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: District Manager

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), a community facilities district duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Purchase Agreement.

In addition to acceptance of this Purchase Agreement by the Issuer as provided hereinabove, the obligations of the Underwriter and the Issuer under this Purchase Agreement shall be conditioned on the execution and delivery of the Indemnity Letter, dated the date hereof (the "Indemnity Letter"), by Pulte Home Company, LLC (the "Developer"), attached as the Attachment hereto.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024" (the "Acquisition Bonds"), and $____,000 aggregate principal amount of "Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024" (the "Refunding Bonds" and, collectively with the Acquisition Bonds, the "Bonds") at the purchase price of $_____, (the "Purchase Price"). The Purchase Price represents the sum of (i) the purchase price of $_____ for the Acquisition Bonds (which represents the aggregate of the principal amount of the Acquisition Bonds of $____,000, [plus net original issue premium of $_____] [less net original issue discount of $_____], and less an Underwriter's discount of $_____ (paid from amounts contributed by the Developer)), and (ii) the purchase price of $_____ for the Refunding Bonds (which represents the aggregate of the principal amount of the Refunding Bonds of $____,000, [plus net original issue premium of $_____] [less net original issue discount of $_____] and less an Underwriter's discount of $_____ (paid from amounts contributed by the Developer)). For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, $_____ from the proceeds of the Bonds to the Insurer (as defined herein) as payment of the premium for the Policy (as defined herein). The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

(a) The Bonds have been authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Act") and resolutions adopted by the Board of Directors of the Issuer on May 7, 2024 (together, the "Bond Resolution"). The Bonds shall be dated the date of delivery. The Bonds shall be issued and secured under and pursuant to the Bond Resolution.

(b) The proceeds of the sale of the Acquisition Bonds will be used to (i) acquire the public infrastructure described in the Feasibility Report related to the Acquisition Bonds, and (ii) pay certain costs of issuance associated with the Acquisition Bonds, including the premium for the Policy. The proceeds of the sale of the Refunding Bonds will be used to (i) refund certain previously issued bonds of the District (the "Bonds Being Refunded"), and (ii) pay certain costs of issuance associated with the Refunding Bonds, including the premium for the Policy.

(c) The Bonds will be secured under the provisions of the Act and the Bond Resolution. The Bonds shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated _____, 2024, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other

than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Undertaking, to be dated the Closing Date (the "Undertaking"), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX __ - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form of Exhibit A attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale

of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

[(e)][(f)] The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as Exhibit A hereto) even if such date is prior to the Closing Date.]

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Resolution, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Undertaking, the Bond Registrar, Transfer Agent and Paying Agent Contract with respect to the Bonds, to be dated as of _____ 1, 2024 (the "Bond Registrar and Paying Agent Agreement"), by and between the Issuer and _____ (the "Paying Agent"), as such agent, the Depository Trust Agreement, to be dated as of _____ 1, 2024 (the "Depository Trust Agreement"), by and between the Issuer and _____ (the "Depository Trustee"), as depository trustee (collectively, the "Issuer Documents"), and the Bonds, and to

perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Directors of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Bonds conform to the description thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when duly issued and authenticated in accordance with the Bond Resolution and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws"). Each of the Issuer Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds, the refunding of the Bonds Being Refunded and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets

is otherwise subject (including, without limitation, the Act, the Bond Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2023, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) or the Insurer and the information under the heading "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC or the Insurer and the information under the heading "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any

material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the "underwriting period" shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, the refunding of the Bonds Being Refunded or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds; (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. UNDERWRITER'S REPRESENTATIONS. The Underwriter represents to and agrees with the Issuer that the Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING. The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona Time, on _____, 2024, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld P.L.C. ("Bond Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the Purchase Price therefor in federal funds, and (ii) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and of the Developer contained in the Indemnity Letter and the performance by the Issuer of its obligations hereunder and of the Developer pursuant to the Indemnity Letter, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein and of the Developer contained in the Indemnity Letter shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution, the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bonds, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Bonds or the Issuer Documents as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the issuance of the Bonds, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinions of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the forms attached as Appendix __ to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, and substantially in the form of Exhibit B attached hereto;

(iii) The opinion of Berens Blonstein PLC, counsel to the Developer, addressed to the Issuer and the Underwriter, dated the Closing Date, and substantially in the form of Exhibit C attached hereto.

(iv) The opinion of Greenberg Traurig, LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(v) A certificate, dated the Closing Date, signed by authorized representatives of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Bonds and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of the Bonds or the refunding of the Bonds Being Refunded, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or any Issuer Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Bonds or any Issuer Document; (d) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC or the Insurer and the information under the heading "UNDERWRITING"; (f) the financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; and (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement;

(vi) A certificate or certificates of the Developer, signed by authorized officials of the Developer and in form and substance satisfactory to the Underwriter, to the effect that the representations and warranties contained in the Indemnity Letter and in the documents executed by the Developer in connection with the issuance of the Bonds are true and correct in all material respects as of the Closing;

(vii) Executed or certified copies of each of the Issuer Documents;

(viii) A tax certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(ix) A certified copy of the Bond Resolution;

(x) Specimen Bonds;

(xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(xii) Evidence satisfactory to the Underwriter that _____ (the "Insurer") has issued its municipal bond insurance policy with respect to the Bonds (the "Policy") as well as appropriate opinions and certificates from the Insurer relating to the Policy;

(xiii) Evidence satisfactory to the Underwriter that Standard & Poor's Financial Services LLC ("S&P") has issued a rating for the Bonds of "AA" based on issuance of the Policy and that S&P has issued an underlying rating for the Bonds of "BBB+" (together, the "Ratings"), and that the Ratings are then in effect;

(xiv) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xv) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xvi) A certificate of the Depository Trustee to the effect that moneys or defeasance obligations sufficient to effectuate the refunding of the Bonds Being Refunded have been received and that such moneys or defeasance obligations have been deposited under the Depository Trust Agreement;

(xvii) A copy of a special report prepared by _____, a firm of independent certified public accountants (the "Verification Agent"), addressed to the Issuer, Bond Counsel and the Underwriter,

verifying the arithmetical computations of the adequacy of the maturing principal and interest on the obligations and uninvested cash on hand under the Escrow Trust Agreement to pay, when due, the principal of and interest on the Bonds Being Refunded;

(xviii) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xix) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer and the Developer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and of the Developer contained in the Indemnity Letter and the due performance or satisfaction by the Issuer and the Developer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Developer.

9. TERMINATION. If the Issuer and the Developer shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary

regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer or the Developer shall have occurred; or

(F) any rating on general obligation bonds of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(G) United States Treasury Certificates of Indebtedness, Notes or Bonds – State and Local Government Series or acceptable open market securities shall be unavailable for purchase and/or delivery in the amounts, maturities and prices or yields required pursuant to the Depository Trust Agreement; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Bonds or from other funds of the Issuer or from amounts contributed by the Developer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Bonds; (iii) the fees and expenses of the Issuer, the Paying Agent, the Depository Trustee, the Verification Agent, Bond Counsel, counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Bonds; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Bonds, including for the Policy. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

(b) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Bonds the discount of the Underwriter or the Purchase Price paid for the Bonds shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

12. USE OF DOCUMENTS. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Festival Ranch Community Facilities District (City of Buckeye, Arizona), c/o City of Buckeye, Arizona, 530 East Monroe Avenue, Buckeye, Arizona 85326, Attention: District Manager, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. B. Mark Reader, Managing Director

15. BENEFIT. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO

BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED THIS ..... DAY OF
…..….. 2024 at …..….. P.M.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By.....
District Treasurer

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., Attorney
for the Issuer

……..

[Signature page to Bond Purchase Agreement]

SCHEDULE

$____,000
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

Maturity Dates (July 15)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 15, 20__.

Optional Redemption. The Acquisition Bonds maturing before or on July 15, 20__, will not be subject to redemption prior to their stated maturity dates. The Acquisition Bonds maturing on or after July 15, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Acquisition Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Acquisition Bonds maturing on July 15, 20__, will be redeemed on July 15 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Acquisition Bonds Maturing July 15, 20__

Redemption Date (July 15)	Principal Amount
(maturity)	

$____,000
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

Maturity Dates (July 15)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 15, 20__.

Optional Redemption. The Refunding Bonds maturing before or on July 15, 20__, will not be subject to redemption prior to their stated maturity dates. The Refunding Bonds maturing on or after July 15, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Refunding Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Refunding Bonds maturing on July 15, 20__, will be redeemed on July 15 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Refunding Bonds Maturing July 15, 20__

Redemption Date (July 15)	Principal Amount
(maturity)	

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS, SERIES 2024
AND
$_____,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

1. Bond Purchase Agreement. On _____, 2024 (the "Sale Date"), Stifel and Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means Festival Ranch Community Facilities District (City of Buckeye, Arizona).

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2024].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (July 15)	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Bonds is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS, SERIES 2024
AND
$_____,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means Festival Ranch Community Facilities District (City of Buckeye, Arizona).

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: [Closing Date]

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

Re: Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024

WE HAVE ACTED as Bond Counsel to Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance this date by the Issuer of the captioned bonds (collectively, the "Bonds") and otherwise as counsel to the Issuer. The Bonds are issued under the resolutions adopted by the Board of Directors of the Issuer on May 7, 2024 (together, the "Resolution"), are the subject of an Official Statement, dated _____, 2024 (the "Official Statement"), and are the subject of a Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), by and between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), by and between the Issuer and _____, as registrar, a Depository Trust Agreement, dated as of _____ 1, 2024 (the "Depository Trust Agreement"), by and between the Issuer and _____, as depository trustee, and a Continuing Disclosure Undertaking, dated even date hereof (the "Undertaking" and, collectively with the Bond Registrar Contract, the Depository Trust Agreement and the Purchase Contract, as the "District Documents"), from the Issuer. (You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.)

IN OUR CAPACITY as Bond Counsel, and as counsel as described hereinabove to the Issuer, we have examined and relied upon:

(i) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);

(ii) An executed copy of the Bond Registrar Contract;

(iii) An executed copy of the Depository Trust Agreement;

(iv) An executed copy of the Official Statement;

(v) An executed copy of the Purchase Contract;

(vi) An executed copy of the Undertaking;

(vii) Such other agreements, certificates (including particularly, but not by way of limitation, certificates of Pulte Home Company, LLC (hereinafter referred to as "Developer"), dated of even date herewith), opinions, letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(viii) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Issuer, the Underwriter and Developer relating to the District Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district for purposes set forth in Section 48-708(B), Arizona Revised Statutes, as amended, pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. Adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and

authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law, ordinance, administrative regulation, court order or consent decree to which the Issuer is subject.

3. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bonds), is required in connection with the adoption by the Issuer of the Resolution or the authorization, execution, delivery, issuance and performance, as applicable, by the Issuer of the District Documents and the Bonds and the consummation of the transactions contemplated by the Official Statement.

4. The Issuer has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution, delivery and issuance, as applicable of, and the performance of its obligations under, the District Documents and the Bonds and (ii) the taking of the actions required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents.

5. The District Documents have been duly authorized, executed and delivered by the Issuer and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the available records of the Superior Court in and for the State of Arizona, County of Maricopa and the United States District Court for the District of Arizona for the five-year period ending ....., 2024, and upon inquiry of Issuer officials, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (i) which in any way questions the powers of the Issuer referred to hereinabove or the validity of the proceedings taken by the Issuer in connection with the sale and issuance of the Bonds, (ii) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Purchase Contract or by the Official Statement) or (iii) contesting

in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement. Further, there are no lawsuits pending or threatened against the Issuer which question the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate, have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover thereof, under the headings "THE DISTRICT," "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT" (except the information included under the subheading "*Ad Valorem* Property Taxation in the District"), "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District," "LITIGATION," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings) and "RELATIONSHIP AMONG PARTIES" (only as it relates to Bond Counsel) therein and in Appendix __ - "FORMS OF LEGAL OPINIONS OF BOND COUNSEL" and Appendix __ - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Furthermore, based solely on our participation in the transaction as Bond Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date hereof, contained or contain any untrue statement of a material fact or omitted or omit, respectively, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view is expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting The Depository Trust Company or _____.

8. It is not necessary in connection with the sale and issuance of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

Our opinions expressed in paragraph 5 hereof are qualified to the extent that the enforceability of the District Documents are dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the

exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshalling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and the addressee in connection with the Bonds or by virtue of this opinion. This opinion is solely for the addressee's benefit and, except as specifically stated herein, is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This opinion speaks only as of its date, and no republication is intended upon the sale, assignment, conveyance or transfer of the Bonds by the Underwriter.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE DEVELOPER

[LETTERHEAD OF BERENS BLONSTEIN PLC]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

District Board
Festival Ranch Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024

WE HAVE ACTED as counsel to Pulte Home Company, LLC, a limited liability company formed and existing pursuant to the laws of the State of Michigan (hereinafter referred to as "Developer"), particularly in connection with the transactions provided for by the documents referred to herein and in connection with the issuance and sale of the captioned Bonds, sold pursuant to a Bond Purchase Agreement, dated _____, 2024 (hereinafter referred to as the "Purchase Contract"), by and between Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Festival Ranch Community Facilities District (City of Buckeye, Arizona) (hereinafter referred to as the "District"). Any capitalized term used and not defined herein shall have the meaning assigned to it in the Purchase Contract.

For purposes of this opinion, we have examined the following:

(1) The executed Purchase Contract;

(2) The executed Official Statement, dated _____, 2024 (hereinafter referred to as the "Official Statement"), of the District;

(3) The executed Developer Indemnity Letter, dated the date of sale of the Bonds by Developer;

(..) ....; and

(..) Such other documents and instruments as we have considered necessary or appropriate for the purposes of this opinion

and received such other information from representatives of Developer as we have deemed necessary for the purposes of this opinion (hereinafter referred to, collectively, as "due inquiry"). (The document listed in paragraph (3) above is hereinafter referred to as the "Developer Document." The documents listed in paragraphs (..) through (..) above are hereinafter referred to as the "Organizational Documents.")

In rendering the following opinions, we have assumed:

(a) The genuineness of all signatures to the Developer Document, except for the signatures of Developer on the Developer Document, and the legal capacity of each natural person executing the Developer Document;

(b) The authenticity and completeness of documents submitted as originals and the conformity to originals of documents submitted as copies;

(c) The due authorization, execution, acknowledgment where necessary, and delivery, and the validity and binding effect, of the Developer Document with regard to the parties to that agreement other than Developer;

(d) The Developer Document accurately describes and contains the agreement and mutual understanding of the parties thereto and that there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Developer Document;

(e) That any certificate, representation (oral or otherwise), telegram, telex, telecopy, email or other documents on which we have relied, whether or not given or dated earlier than the date hereof, is authentic and remains accurate insofar as relevant to this opinion from such earlier date through and including the date hereof, and we are not aware of any facts inconsistent with this assumption; and

(f) After due inquiry, the parties' representations and warranties contained in the Developer Document are truthful and accurate and all reports and other documents prepared by third party consultants, relating to the transactions contemplated by the Developer Document or any of the property within the District are truthful and accurate.

Based on the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, it is our opinion that:

1. Developer is a limited liability company duly organized and validly existing under the laws and Constitution of the State of Michigan.

2. Developer is qualified to do business under the laws of the State of Arizona.

3. Developer has the requisite power and authority under the laws of the State of Arizona as well as all consents, approvals, authorizations and other actions by, and filings with, all federal, State and local governmental authorities required (i) to execute and deliver the Developer Document and carry out the terms and conditions applicable to it under, and consummate all transactions contemplated by, the Developer Document; (ii) to own and operate its properties and assets as described in the Official Statement and (iii) to carry out its business as such business is currently being conducted as described in the Official Statement.

4. The execution, delivery and performance of the Developer Document by Developer and the carrying out, giving effect to and consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate action on the part of Developer, and the Developer Document has been duly executed and delivered by Developer.

5. The Developer Document is in full force and effect as of the date hereof and constitutes a legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

6. The execution and delivery of the Developer Document by Developer, and the performance of its obligations thereunder, do not and will not conflict with or result in a violation of, or a default pursuant to, the Organizational Documents.

7. To our actual knowledge, the execution and delivery of the Developer Document by Developer will not conflict with or result in a violation of any contract, indenture, instrument or other agreement to which Developer is a party or by which it or its properties are bound.

8. No consent, approval, authorization or other action by, or filing with, any federal, State or local governmental authority is required in connection with the execution and delivery by Developer of the Developer Document which consent, approval, authorization or other action has not already been obtained.

9. We have no actual knowledge that Developer is in violation of any provision of, or in default under, its Organizational Documents or any agreement or other instrument, violation of or default under which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of Developer.

10. We have no actual knowledge of any legal or governmental actions, proceedings, inquiries or investigations pending or overtly threatened by any governmental authorities or to which Developer is a party or of which any property of Developer is subject, except as described in the Official Statement.

11. To our actual knowledge, the information contained in the Official Statement pertaining to Developer and the Project (as defined in the Official Statement) under the headings "THE DISTRICT," "LAND DEVELOPMENT," "THE PUBLIC INFRASTRUCTURE," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "DEVELOPER" and "RISK FACTORS" does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which such statements were made, not misleading. In connection with

our participation with the Official Statement, we have not undertaken to independently determine the accuracy, completeness or fairness of the statements contained therein, except as and to the extent provided in this paragraph, and the knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information. However, on the basis of such participation, we have not acquired any knowledge that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

The opinions set forth above are subject to the following qualifications and limitations: (i) enforceability of the Developer Document may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, arrangement or laws or court decisions affecting the enforcement of creditors' rights generally; (ii) enforceability of the Developer Document is subject to general principles of equity, whether remedies are sought in equity or at law; (iii) enforceability of the Developer Document is further subject to the qualification that certain waivers, procedures, remedies, indemnities and other provisions of the Developer Document may be unenforceable under or limited by Arizona law; however, such law does not, in our opinion, substantially prevent the practical realization of the benefits intended by the Developer Document; (iv) we are expressing no opinion as to the enforceability of any indemnity provision with respect to any claims or other matters that result from the negligence or misconduct of any indemnitee or the failure of any indemnitee to act in a commercially reasonable manner and (v) we are expressing no opinion as to the compliance of the Developer Document or the offer and sale of the Bonds with any securities law or regulation except as provided in paragraph 11 hereof.

Whenever we indicate that our opinion is based on "our knowledge," or words of similar import, such opinion is based solely on the current actual knowledge of the firm's attorneys who have devoted substantive attention to matters related hereto after due inquiry. Except as specifically set forth herein, we have not made any independent investigation, verification, or review of any matters whatsoever and we are relying solely on such specifically stated investigation or review. We express no opinion concerning the legal validity and sufficiency of the acts of any of the other parties to the Developer Document.

We are qualified to practice law in the State of Arizona, and we do not purport to express any opinion herein concerning any law other than the laws of the State of Arizona and, for the limited subject of the corporate authority and corporate existence of Developer, the laws of the State of Michigan. Our opinions are as to what the law is or might reasonably be expected to be at the date hereof, and we assume no obligation to revise or supplement this opinion due to any change in the law by legislative action, judicial decision or otherwise. Any opinion as to the enforceability of any document is limited to enforceability as between the original parties thereto.

This opinion is being furnished to you solely for your benefit and only with respect to the captioned Bonds. Accordingly, it may not be relied upon or quoted to any person or entity without, in each instance, our prior written consent.

Respectfully submitted,

ATTACHMENT

DEVELOPER INDEMNITY LETTER

November 15, 2023

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

District Board
Festival Ranch Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024

This Indemnity Letter is delivered by Pulte Home Company, LLC, a limited liability company organized and existing pursuant to the laws of the State of Michigan (hereinafter referred to as "Developer"), in order to induce Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Festival Ranch Community Facilities District (City of Buckeye, Arizona), a community facilities district organized and existing pursuant to the laws of the State of Arizona (the "District"), to enter into the Bond Purchase Agreement, dated even date herewith (hereinafter referred to as the "Purchase Contract") related to the purchase by the Underwriter and sale by the District of the captioned Bonds (hereinafter referred to collectively as the "Bonds"). Terms which are defined in the Purchase Contract have the meanings ascribed to them therein when used herein.

1. In consideration of the execution and delivery of the Purchase Contract, Developer represents and warrants to the Underwriter and the District that:

(a) Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan and is qualified to transact business in the State of Arizona.

(b) As of the date of the Official Statement, the information in the Official Statement pertaining to Developer and the Project (as defined in the Official Statement)

under the headings "THE DISTRICT," "LAND DEVELOPMENT," "THE PUBLIC INFRASTRUCTURE," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "DEVELOPER" and "RISK FACTORS" (but not the other information, opinions, assumptions or projections contained therein) is true and correct in all material respects for the purposes for which its use is or was authorized, and such information does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) Neither the execution or delivery of this Indemnity Letter (hereinafter referred to as the "Developer Document") nor the consummation of any other of the transactions herein contemplated, nor the fulfillment of, or compliance with, the terms hereof, shall contravene the organizational documents of Developer or conflict with or result in a breach by Developer of any of the terms, conditions or provisions of, or constitute a default by Developer under, any bond, debenture, note, mortgage, indenture, agreement or other instrument to which Developer is a party or by which it is bound or to which any of the property or assets of Developer is subject, or any law or any order, rule or regulation applicable to Developer of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over Developer or any of the properties or operations of Developer, or (except as contemplated by the Developer Document) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of Developer under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of Developer, threatened against Developer wherein an adverse decision, ruling or finding would (i) result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of Developer, or which would materially and adversely affect the properties (taken as a whole) of Developer, and which has not been disclosed in the Official Statement, (ii) materially adversely affect the transactions contemplated by the Purchase Contract or the Developer Document or (iii) adversely affect the validity or enforceability of the Developer Document.

(e) Developer has the full power and authority to execute and deliver the Developer Document and perform its obligations hereunder and engage in the transactions contemplated by the Purchase Contract and the Developer Document, and the Developer Document has been duly authorized by Developer and, when executed and delivered by the respective parties thereto, will constitute a valid, binding and enforceable obligation of Developer except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(f) No consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the consummation by Developer of the transactions contemplated by the Purchase Contract and the Developer Document.

2. Developer shall indemnify and hold harmless the Underwriter, the District, the Financial Advisor and, as applicable each director, trustee, partner, member, officer, official, legal counsel, independent contractor or employee thereof and each person, if any, who controls the Underwriter, the District or the Financial Advisor within the meaning of the Securities Act of 1933, as amended (any such person being herein sometimes called an "Indemnified Party"), for, from and against any and all losses, claims, damages or liabilities, joint or several, (i) to which an Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, to the extent, and only to the extent, such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact pertaining to Developer or the Project set forth in the sections identified in the Official Statement in Section 1(b) above or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact pertaining to Developer or the Project required to be stated in such section(s) or which is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading in any material respect, except such indemnification shall not extend to any other statements in the Official Statement and (ii) with respect to an Indemnified Party only, to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from, and only to the extent of, a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission pertaining to Developer or the Project, the indemnity provided by Developer shall only apply if such settlement is effected with the written consent of Developer (which consent shall not be unreasonably withheld). The indemnification obligation of Developer hereunder (and/or any defense obligation) shall not extend to any other statements in the Official Statement or to claims based upon the action of any other parties, including the Indemnified Parties, or to such losses, claims, damages or liabilities or defense costs that arise from such other statements in the Official Statement or to claims based upon the action of any other parties, including the Indemnified Parties.

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be due from Developer, notify Developer in writing of the commencement thereof. Failure of the Indemnified Party to give such notice shall reduce the liability of Developer by the amount of damages attributable to the failure of the Indemnified Party to give such notice to Developer, but the omission to notify Developer of any such action shall not relieve Developer from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Developer of the commencement thereof, Developer may, or, if so requested by such Indemnified Party, shall, participate therein or assume the defenses thereof (to the extent of Developer's portion of such claims, if additional claims are made beyond those for which indemnity is provided hereunder), with counsel satisfactory to such Indemnified Party and Developer (it being understood that, except as hereinafter provided, Developer shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action or for the cost of the portion of any defense of any additional claims beyond those for which indemnity is provided hereunder), and after notice from Developer to such Indemnified Party of an election so to assume the defenses thereof, Developer shall not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until Developer assumes the defense of any such action at the request of

such Indemnified Party, Developer shall have the right to participate at its own expense in the defense of any such action. If Developer shall not have employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Developer (in which case Developer shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Developer, but only if and to the extent liability is found or based upon a matter for which Developer is liable hereunder.

3. All of the representations, warranties, and agreements of Developer contained in the Developer Document shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, the District, the Financial Advisor, any controlling person referred to in paragraph 2 hereof or Developer or (ii) delivery of and payment for the Bonds.

4. This letter is solely for the benefit of the Underwriter, the District, the Financial Advisor and their successors or assigns, and, to the extent provided in paragraph 2 hereof, each Indemnified Party, and no other person shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" as used in this letter shall not include any purchaser, as such purchaser, from the Underwriter of the Bonds.

5. Developer shall pay all costs with respect to the issuance and delivery of the Bonds.

6. Developer consents to the references to Developer in the Official Statement.

7. The letter shall be governed by, and construed in accordance with, the laws of the State of Arizona.

Respectfully submitted,

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

By.....
Name: D. Bryce Langen
Title: Vice President and Treasurer

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this "*Agreement*") dated as of [___] 1, 2024, by and between the **FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (the "*District*"), **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association authorized to do trust business in the State of Arizona, as depository trustee (the "*Depository Trustee*"), **ZIONS BANCORPORATION, NATIONAL ASSOCIATION** (successor in interest to Wells Fargo Bank, N.A.) a national banking association authorized to do trust business in the State of Arizona, as registrar of the District General Obligation Bonds, Series 2012 (the "*2012 Refunded Registrar*"), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION** (successor in interest to Zions First National Bank) a national banking association authorized to do trust business in the State of Arizona, as registrar of the General Obligation Bonds, Series 2013 (together with the 2012 Refunded Registrar, the "*Refunded Registrar*");

W I T N E S S E T H:

WHEREAS, the following bonds of the District have been issued and are currently outstanding (collectively, the "*Bonds Being Refunded*"):

Dated Date	Name	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Being Refunded	Redemption Date ([____] [__])	Redemption Premium on Bonds Being Refunded % of Principal
7/10/2012	District General Obligation Bonds, Series 2012 (Bank Qualified) (the "*Series 2012 Bonds Being Refunded*")	$ 690,000 1,085,000	2027* 2031*	$ 690,000 1,085,000	[2024] [2024]	100% 100
12/10/2013	General Obligation Bonds, Series 2013 (the "*Series 2013 Bonds Being Refunded*")	$ 125,000 135,000 150,000 945,000	2026* 2028* 2030* 2033*	$ 125,000 135,000 150,000 945,000	[2024] [2024] [2024] [2024]	100% 100 100 100

*Term Bond.

; and

WHEREAS, by a resolution adopted on May 7, 2024 (the "*Resolution*"), the Board of Directors of the District (the "*Board*") has authorized issuance, sale and delivery of $[_____] in aggregate principal amount of the District's General Obligation Bonds, Series 2024 (the "*New Money Bonds*") and by a resolution adopted on May 7, 2024 (the "*Refunding Resolution*") the Board has authorized the issuance, sale and delivery of $[_____] in aggregate principal amount of the District's General Obligation Refunding Bonds, Series 2024 (the "*Refunding Bonds*" and, together with the New Money Bonds, the "*Bonds*"); and

WHEREAS, the Bonds are being issued to currently refund the Bonds Being Refunded and pay the costs of issuance of the Refunding Bonds; and

WHEREAS, the New Money Bonds were issued to finance the acquisition, construction, equipping, installation and improvement of certain public infrastructure within the District previously constructed by Pulte Home Company, LLC (the "*Developer*"); and

WHEREAS, the Refunding Resolution authorizes and directs the District to enter into an irrevocable trust agreement with the Depository Trustee for the safekeeping and handling of the moneys and/or investment securities to be held in trust to pay the Bonds Being Refunded and to pay costs of issuance of the Bonds; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Depository Trustee. Pursuant to this Agreement, the Depository Trustee has received for deposit to the account of the District the amount of $[_____] as follows:

Bond Proceeds	$[_____]
Less: Underwriter's Discount:	[_____]
Less: Bond Insurance Premium	[_____]
TOTAL:	$[_____]

Such proceeds of the Refunding Bonds shall be applied as follows: (a) $[_____] shall be deposited to the Trust Account (as defined herein), of which $[_____] shall be used to purchase Government Obligations (as defined herein) and $[__.__] held as cash, to currently refund and to provide for payment of principal and interest on the Bonds Being Refunded on [July 15, 2024], and (b) $[_____] shall be deposited to the Costs of Issuance Account (as defined herein) to pay costs of issuance of the Refunding Bonds. The Developer cash contribution, in the amount of $_____, shall be deposited to the Costs of Issuance Account to pay costs of issuance of the New Money Bonds.

Section 2. Trust Account. Excluding the $[_____] that shall be held by the Depository Trustee in the Costs of Issuance Account separate from the Trust Account and used to pay costs of issuance, the Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Depository Trustee hereunder in an irrevocable segregated and separate trust account separate from all other funds and investments deposited with the Depository Trustee (the "*Trust Account*") for the sole and exclusive benefit of the holders of the Bonds Being Refunded until final payment thereof.

Section 3. Government Obligations. On the date of initial delivery of the Refunding Bonds, the Depository Trustee shall invest the proceeds of the Refunding Bonds deposited in the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and

interest on which are unconditionally guaranteed by the United States of America (the "*Government Obligations*") as follows: $[_____] shall be applied to create a portfolio of moneys and Government Obligations as described in *Exhibit A* hereto and $[__.__] will be held uninvested as an initial cash deposit to the Trust Account, all to refund the Bonds Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall keep adequate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Depository Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. Code Provisions. The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery of this Agreement, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Refunding Bonds and the Bonds Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be used to pay principal of or interest on the Bonds Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Refunding Bonds of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Refunding Bonds), produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted. At the time of execution and delivery of this Agreement, if a Government Obligation cannot be purchased on an established market or a bona fide bid price cannot be established at a yield that does not exceed the yield restriction applicable to the moneys to be invested regarding the Government Obligations, investments are limited to United States Treasury Certificates of Indebtedness, Notes and Bonds--State and Local Government Series which yield no more than the yield on the Refunding Bonds.

(d) Notwithstanding the foregoing, any amounts held in the Trust Account and Government Obligations, respectively, may, at the written direction of the District, be invested in investments selected by the District having any yield if the parties hereto receive an opinion in form and substance satisfactory to the District of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Refunding Bonds or the Bonds Being Refunded to become arbitrage bonds within

the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Refunding Bonds or the Bonds Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations prior to the date such amounts are to be used to make payments on the Bonds Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Bonds Being Refunded may be disbursed from the Trust Account and returned to the District in accordance with applicable law.

The Depository Trustee shall have no obligation for determining compliance with this Section and shall not reinvest amounts credited to the Trust Account except upon receipt of written instruction of the District directing such re-investment and certifying that such re-investment is permitted by this Section 4 and Section 5.

Section 5. Investment Instructions. The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds thereof or redemption or other moneys credited to the Trust Account in Government Obligations only upon receipt by the Depository Trustee of written instructions from the District Chairman or District Treasurer to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to the District of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds Being Refunded or the Refunding Bonds to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded or the Refunding Bonds to become "arbitrage bonds" within the meaning of Section 148 of the Code, and will not adversely affect the right of the District to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally recognized certified public accountant or firm of certified public accountants or nationally recognized public finance consulting firm (a "*Verification Agent*") verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the District's instructions, to pay, when due, the principal of and interest on the Bonds Being Refunded as the same becomes due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant's report, may be withdrawn from the Trust Account and returned to the District in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Refunding Bonds are issued and delivered against payment therefor (the "*Delivery Date*"), the Depository Trustee is to receive the Government Obligations referred to above in Section 3 and *Exhibit A*. If the Depository Trustee shall not receive any of the obligations (the "*Failed Escrow Securities*"), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by a

Verification Agent, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Depository Trustee may rely upon a report of a Verification Agent that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

Section 6. Moneys Not Invested. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. Timely Payments. The Depository Trustee shall make timely payments from the Trust Account in the amounts and on the dates sufficient to pay principal and interest coming due on each series of the Bonds Being Refunded on [July 15, 2024], and to redeem all of the Bonds Being Refunded on [July 15, 2024]. Unless otherwise directed by the Refunded Registrar in order to determine the amounts and the dates on which principal, interest and applicable premium is due on each series of the Bonds Being Refunded, the Depository Trustee and Refunded Registrar may rely upon the debt service schedules with respect to the Bonds Being Refunded that appear in the verification report dated [_____] 2024, prepared by Public Finance Partners, LLC, the Verification Agent, in connection with the issuance of the Refunding Bonds.

Section 8. Notices.

(a) The District hereby irrevocably instructs the Refunded Registrar that the 2012 Bonds Being Refunded shall be redeemed by the Refunded Registrar on [_____, 2024]. On the date of initial issuance of the Refunding Bonds, the District hereby irrevocably instructs the Refunded Registrar to send via telecopy or through other electronic means to The Depository Trust Company ("*DTC*"), and to the Municipal Securities Rulemaking Board ("*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system ("*EMMA*"), by the method required by the MSRB, the notice of refunding in substantially the form of *Exhibit B-1* hereto.

(b) The District hereby irrevocably instructs the Refunded Registrar that the 2013 Bonds Being Refunded shall be redeemed by the Refunded Registrar on [_____, 2024]. On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the Refunded Registrar to send via telecopy or through other electronic means to DTC, and to the MSRB, currently through the MSRB's EMMA system, by the method required by the MSRB, the notice of refunding in substantially the form of *Exhibit B-2* hereto.

(c) Not more than 60 nor less than 30 days prior to the date set for redemption, the Refunded Registrar shall send via Telecopy or other electronic means a notice of prior redemption of the 2012 Bonds Being Refunded in substantially the form attached hereto as *Exhibit C-1* to DTC and to the MSRB, currently through EMMA, by the method required by the MSRB.

(d) Not more than 60 nor less than 30 days prior to the date set for redemption, the Refunded Registrar shall send via Telecopy or other electronic means a notice of prior redemption of the

2013 Bonds Being Refunded in substantially the form attached hereto as *Exhibit C-2* to DTC and to the MSRB, currently through EMMA, by the method required by the MSRB.

(e) The District agrees to pay the expenses of the Refunded Registrar in giving all notices required hereunder pursuant to the registrar contract relative to the Bonds Being Refunded. The sole remedy in the event of any failure of the Refunded Registrar to post notices on EMMA as provided under this Section 8 shall be an action to compel performance.

Section 9. Insufficient Funds. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due, or for the payment of the fees and expenses of the Depository Trustee or the Refunded Registrar, the Depository Trustee or the Refunded Registrar, as applicable, shall promptly notify the District of such deficiency and the District shall promptly pay such amount to the Depository Trustee or the Refunded Registrar. The Depository Trustee and the Refunded Registrar shall have no liability for any such deficiency.

Section 10. Reports. On or before [_____], 2024, the Depository Trustee shall submit to the District a report covering all moneys it has received and all payments it has made under the provisions hereof during the period ending on [_____]. Such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 11. Depository Trustee Fees. For services hereunder required by this Agreement, the Depository Trustee shall be entitled to the Depository Trustee's initial fees set forth in *Exhibit D* attached hereto, such fees being due upon the initial deposit of moneys with the Depository Trustee and representing payment of the Depository Trustee's initial fee and the initial registrar and paying agent fees. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out of pocket costs, including attorneys fees.

Section 12. Transfer Upon Full Payment. When all amounts payable on the Bonds Being Refunded have become due and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Bonds Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and investments credited to the Trust Account not required for payment of principal and interest with respect to the Bonds Being Refunded to the District Treasurer for the District's benefit.

Section 13. Agreement Irrevocable. The parties recognize that the owners of the Bonds Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account, and held in trust hereunder and that the Refunding Bonds will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner which may adversely affect the rights herein sought to be protected, until the provisions hereof have been fully carried out.

Section 14. Non-Liability. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by the Refunded Registrar of any of its obligations or to protect any of the rights of the District under any of the proceedings with respect to the Bonds Being Refunded or the Bonds. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may

do or refrain from doing except for its negligence or its willful misconduct in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof.

Section 15. Costs of Issuance. The Depository Trustee is hereby authorized and directed to pay, solely from moneys deposited with the Depository Trustee for the purpose of paying the costs of issuance ($[_____]), the costs and expenses as set forth in *Exhibit D* hereto. Amounts deposited with the Depository Trustee for such purpose shall be held in a separate account (the "*Costs of Issuance Account*"). Any amounts remaining on the date six months following the date the Bonds are issued shall be transferred to the District and deposited to the Bond Fund (as defined in the Resolution) and used to pay interest on the Bonds on the next succeeding interest payment date.

Section 16. Audit. The District shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 17. Assignment; Merger. Neither this Agreement nor the trust created hereunder may be assigned by the Depository Trustee without the prior written consent of the District unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its trust business in which event the trust shall be continued by the Depository Trustee's successor in interest.

Any entity into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such entity, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in Arizona, that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

Section 18. Depository Trustee Responsibility. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would, in the Depository Trustee's sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees) in connection therewith, or until its duty as to any such action (or inaction) shall have been finally adjudicated by a court of competent jurisdiction and all applicable periods in which to appeal or seek appellate review have expired.

To the extent permitted by law, the District will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment or expense (including reasonable attorneys' fees) arising from the Depository Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the successful allegation of the Depository Trustee's negligence or willful misconduct. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement.

The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest on the Bonds Being Refunded at the respective maturities or earlier redemption of the Bonds Being Refunded. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Bonds Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the District, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the District. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and the District an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the

estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

The Depository Trustee agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Depository Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Depository Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Depository Trustee in its discretion elects to act upon such instructions, the Depository Trustee's understanding of such instructions shall be deemed controlling. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 19. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 20. Applicable Laws. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona and expresses the entire understanding of the parties hereto.

Section 21. Conflict of Interest. The District hereby gives notice to the Depository Trustee and the Refunded Registrar that Arizona Revised Statutes ("*A.R.S.*") § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 22. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee and the Refunded Registrar and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's and the Refunded Registrar's or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this

Agreement and may result in the termination of this Agreement by the District. The District retains the legal right to randomly inspect the papers and records of the Depository Trustee, the Refunded Registrar and their subcontractors who work on this Agreement to ensure that the Depository Trustee and the Refunded Registrar, and their subcontractors are complying with the above-mentioned warranty.

The Depository Trustee, the Refunded Registrar and their subcontractors warrant to keep the papers and records open for random inspection by the District during the Depository Trustee's and the Refunded Registrar's normal business hours. The Depository Trustee, the Refunded Registrar and their subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto their property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Section 23. Electronic Storage. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 24. No Boycott of Israel. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Depository Trustee and Refunded Registrar hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Section 25. Written Certification; Forced Labor of Ethnic Uyghurs Ban. To the extent A.R.S. § 35-394 is applicable, the Depository Trustee and Refunded Registrar hereby certify they do not currently, and for the duration of this Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Depository Trustee and Refunded Registrar, without any current independent investigation or without any future independent investigation for the duration of this Agreement. If the Depository Trustee or Refunded Registrar, as applicable, become aware during the duration of this Agreement that it is not in compliance with such certification, the Depository Trustee and/or the Refunded Registrar shall take such actions as provided by law, including providing the required notice to the District. If the District determines that either of the Depository Trustee or the Refunded Registrar are not in compliance with the foregoing certification and have not taken remedial action, the District shall terminate the Depository Trustee's role as Depository Trustee or the Refunded Registrar's role as the Refunded Registrar pursuant to Section 18 hereunder.

Section 26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By_____
District Treasurer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Depository Trustee

By:_____
Title:_____

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTIONS 8, 9, 21, 22, 24 AND 25 HEREOF:

_____
Zions Bancorporation, National Association, as Refunded Registrar

[Signature page to Depository Trust Agreement]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired for $[_____]. $[0.__] of the District's cash contribution shall be held uninvested as an initial cash deposit to the Trust Account for the refunding of the Bonds Being Refunded.

Security Type	Maturity Date	Par Amount	Price	Coupon Rate
[SLGS Certificate]	[July 15, 2024]	$[____]	$[____]	[___]%

EXHIBIT B-1

NOTICE OF REFUNDING
of the following bonds:

The Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*"), District General Obligation Bonds, Series 2012, dated July 10, 2012, maturing July 15 of the years 2027 and 2031 (the "*Bonds Being Refunded*").

Notice is hereby given that the below-described principal amount of the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust for the Bonds Being Refunded was established and funded with cash and obligations issued by or guaranteed by the United States of America in order to provide for the prepayment of the Bonds Being Refunded. The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued to the date of redemption) as follows:

CUSIP (315598)	Maturity Date (July 15)	Coupon	Original Principal Amount	Principal Amount Being Refunded	Prior Redemption Date (_____)	Redemption Premium on Bonds Being Refunded (% of Principal)
BL5	2027*	5.00%	$ 690,000	$ 690,000	2024	-0-%
BN1	2031*	5.00	1,085,000	1,085,000	2024	-0-

*Term Bond

The District shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this refunding notice or on any bond.

Dated: _____, 2024.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly known as Zions First National Bank as successor to Wells Fargo Bank, National Association), as Refunded Registrar

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to The Depository Trust Company, and to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT B-2

NOTICE OF REFUNDING
of the following bonds:

The Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*"), General Obligation Bonds, Series 2013, dated December 10, 2013, maturing July 15 of the years 2026, 2028, 2030 and 2033 (the "*Bonds Being Refunded*").

Notice is hereby given that the below-described principal amount of the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust for the Bonds Being Refunded was established and funded with cash and obligations issued by or guaranteed by the United States of America in order to provide for the prepayment of the Bonds Being Refunded. The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued to the date of redemption) as follows:

CUSIP (315598)	Maturity Date (July 15)	Coupon	Original Principal Amount	Principal Amount Being Refunded	Prior Redemption Date (_____)	Redemption Premium on Bonds Being Refunded (% of Principal)
BZ4	2026*	4.25%	$ 125,000	$ 125,000	2024	-0-%
CA8	2028*	4.50	135,000	135,000	2024	-0-
CB6	2030*	4.75	150,000	150,000	2024	-0-
CC4	2033*	5.25	945,000	945,000	2024	-0-

*Term Bond

The District shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this refunding notice or on any bond.

Dated: _____, 2024.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly known as Zions First National Bank), as Refunded Registrar

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to The Depository Trust Company, Build America Mutual Assurance Company, the bond insurer, and to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C-1

NOTICE OF REDEMPTION
of the following obligations:

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), District General Obligation Bonds, Series 2012, dated July 10, 2012, maturing July 15 of the years 2027 and 2031.

Notice is hereby given that the below-described aggregate principal amounts of the above-referenced bonds outstanding have been called for redemption and will be redeemed on _____, 2024. The maturity dates and amounts of the bonds to be redeemed are as follows:

CUSIP (315598)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Refunded	Redemption Date (_____)	Redemption Price on Bonds Being Refunded (Percentage of Principal)
BL5 BN1	07/10/2012	District General Obligation Bonds, Series 2012 (Bank Qualified)	$ 690,000 1,085,000	2027* 2031*	$ 690,000 1,085,000	2024 2024	100% 100

*Term bond.

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Zions Bancorporation, National Association, (formerly known as Zions First National Bank as successor to Wells Fargo Bank, N.A.), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any bonds. They are included solely for the convenience of the holders.

Dated: _____, 2024.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly known as Zions First National Bank as successor to Wells Fargo Bank, N.A.), as Refunded Registrar

By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, Zions Bancorporation, National Association, (formerly known as Zions First National Bank as successor to Wells Fargo Bank,

N.A.), shall cause a notice of any such redemption to be mailed first class mail to each registered owner. A notice shall also be sent via telecopy or through other electronic means to The Depository Trust Company, Build America Mutual Assurance Company, the bond insurer and to the Municipal Securities Rulemaking Board ("*MSRB*"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C-2

NOTICE OF REDEMPTION
of the following obligations:

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), General Obligation Bonds, Series 2013, dated December 10, 2013, maturing July 15 of the years 2026, 2028, 2030 and 2033.

Notice is hereby given that the below-described aggregate principal amounts of the above-referenced bonds outstanding have been called for redemption and will be redeemed on _____, 2024. The maturity dates and amounts of the bonds to be redeemed are as follows:

CUSIP (315598)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Refunded	Redemption Date (_____)	Redemption Price on Bonds Being Refunded (Percentage of Principal)
BZ4	12/10/2013	General Obligation	$ 125,000	2026*	$ 125,000	2024	100%
CA8		Bonds, Series 2013	135,000	2028*	135,000	2024	100
CB6			150,000	2030*	150,000	2024	100
CC4			945,000	2033*	945,000	2024	100

*Term bond.

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Zions Bancorporation, National Association, (formerly known as Zions First National Bank), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any bonds. They are included solely for the convenience of the holders.

Dated: _____, 2024.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION (formerly known as Zions First National Bank), as Refunded Registrar
By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, Zions Bancorporation, National Association, (formerly known as Zions First National Bank), shall cause a notice of any such redemption to be mailed first class mail to each registered owner. A notice shall also be sent via telecopy or through other electronic means to The Depository Trust Company, and to the Municipal

Securities Rulemaking Board ("*MSRB*"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT D

EXPENSES

The following expenses are to be paid by the Depository Trustee from Bond proceeds deposited with the Depository Trustee for that purpose:

Bond Counsel's Fee and Costs (1)	$
Official Statement Printing and Preparation (2)	
Bond Registrar/Paying Agent/Depository Trustee Fee (3)	
Third Party CDU (2)	
Credit Rating	
DTC/CUSIP/_____/Misc. (2)	
Verification Agent (4)	
Contingency	
TOTAL	$

1. Gust Rosenfeld P.L.C.
2.
3.
4.

FEDERAL TAXPAYER I.D. NO. 35-2264191

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____] 1, 2024 (this "*Contract*"), is made and entered into between the **FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (hereinafter called the "*District*") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** in its capacity as bond registrar, transfer agent and paying agent (hereinafter called the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 05-24 (Festival Ranch) (the "*Bond Resolution*"), the District will issue its General Obligation Bonds, Series 2024 (the "*Bonds*") in the aggregate principal amount of $[_____]. The Board of Directors of the District (the "*Board*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to: (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the District the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to: (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to: (i) providing a billing to the District at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than the time established by DTC, on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the District; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information, for six years after payment; and (vii) making proof of such payments available to the District or any registered owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) next preceding the applicable interest payment date, or if such day is not a Business Day, the previous Business Day. Normal transfer activities will continue after the Record Date but the interest payments will be mailed to the registered owners of the Bonds as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**.

A. The Bank agrees to provide certain notices to the registered owners of the Bonds as required to be provided by the Bank in, and upon being provided with a copy of, the Bond Resolution. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

B. The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

C. If the moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to registered owners of the Bonds and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will deliver the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The District will transfer immediately available funds to the Bank no later than one Business Day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the District.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three Business Day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the District will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (2024/2025) is $[_____].00 and shall be due at the initial delivery of the Bonds and shall be paid from [proceeds of the Bonds and amounts contributed by Pulte Home Company, LLC]. Subsequent payments shall be made by the District in accordance with this Contract.

9. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the District for its 2025/2026 fee prior to June 1, 2025, and prior to each June 1 thereafter for each succeeding fiscal year.

10. **Costs and Expenses**. Except as provided in Section 8 hereof, the District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the District, its Board, the Treasurer of the District and all boards, commissions, officials, officers and employees of the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The Bank and the District each reserve the right to amend any individual service set forth herein or all of the services upon providing 60 days' prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and shall be vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**.

A. The Bank may resign or the District may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after

a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent.

B. In the event the Bank resigns or is replaced, the District reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, *et seq.*, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the District shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor bond registrar, transfer agent and paying agent or as reimbursement if the District acts as bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the District or its agents, to comply with the requirements of the Arizona Department of Administration pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the District for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The District, or its duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owners thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owners of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law)

following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the owners of such Bonds arising under such Bond shall be made upon the District and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds that are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges of the Bank and the District in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the District of evidence satisfactory to the Bank and the District that such Bond was destroyed or lost, and furnishing the Bank and the District with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The District has agreed in the Bond Resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate that may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the District, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the District may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The District may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Arbitrage Rebate Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership of the Bond.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep such papers, information and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the District during the Bank's normal business hours. The Bank and its subcontractors shall reasonably cooperate with the District's random inspections, including granting the District entry rights onto their property to perform the random inspections, granting the District access to, and use of, the Information; provided, that the District agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 29 and, subject to the requirements of law, including the public records law of the State, the District will preserve the confidentiality of any information, records or papers the District views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**. To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Bank's role as registrar, transfer agent and paying agent pursuant to Section 15 hereunder.

33. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____] 1, 2024.

FESTIVAL RANCH
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By_____
District Chairman

ATTEST:

_____
District Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page to the Bond Registrar
Transfer Agent and Paying Agent Contract]

DRAFT III
4/16/24

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER __, 2024

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE - BOOK-ENTRY-ONLY **RATINGS: See "RATINGS" herein.**
INSURANCE: See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District (as defined herein), as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.

[The Board of Directors of the District has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, which relates to the ability of certain financial institutions to deduct the interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. Representatives of the Board of Directors of the District will represent and warrant that they do not anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2024 will exceed $10,000,000. – to be verified based on final sizing of this financing]

$8,000,000*
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

$3,305,000*
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

Dated: Date of initial delivery *Due: As shown on the inside front cover pages*

The General Obligation Bonds, Series 2024 (the "Acquisition Bonds") and the General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds" and, collectively with the Acquisition Bonds, the "Bonds") of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District"), will be issued in the form of fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available initially to ultimate purchasers through the book-entry-only system maintained by DTC in amounts of $5,000 of principal amount of a series or integral multiples in excess thereof due on specified maturity dates. Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025*. Payments of principal and interest will be paid by wire transfer to DTC for subsequent disbursements to DTC participants which will remit such payments to the beneficial owners of the Bonds. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM."

SEE INSIDE FRONT COVER PAGES FOR MATURITY SCHEDULES

The Acquisition Bonds are authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "Enabling Act"), and an election held on May 25, 2005, in and for the District, and the Refunding Bonds are authorized pursuant to the Enabling Act and Title 35, Chapter 3, Article 4, Arizona Revised Statutes, as amended. The Bonds will be issued pursuant to resolutions of the Board of Directors of the District adopted on May 7, 2024. The Bonds will be payable as to both principal and interest from *ad valorem* taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount with respect to the Acquisition Bonds and without limitation as to rate with respect to the Refunding Bonds, provided, however, that with respect to the Refunding Bonds, such taxes will be limited in amount so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate principal of and interest due on the Bonds Being Refunded (as defined herein) from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The application of such taxes to the payment of the Refunding Bonds will be subject to the rights vested in the owners of the Bonds Being Refunded to payment of the Bonds Being Refunded from the same source in the event of a deficiency in the proceeds of the Refunding Bonds held in trust to pay principal of and interest on the Bonds Being Refunded. The owners of the Refunding Bonds must rely on the sufficiency of the monies held in trust for payment of the Bonds Being Refunded. See "PLAN OF REFUNDING" and "SECURITY FOR AND SOURCES OF PAYMENT" herein.

Certain of the Bonds will be subject to redemption by the District prior to their stated maturity dates as described under "THE BONDS – Redemption Provisions" herein.*

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by [Bond Insurer].

[Insurer Logo]

Proceeds of the sale of the Acquisition Bonds will be used to finance the acquisition of certain public infrastructure by the District and pay certain costs of issuance of the Acquisition Bonds. Proceeds of the sale of the Refunding Bonds will be used to refund the Bonds Being Refunded and pay certain costs of issuance of the Refunding Bonds.

Investment in the Bonds involves certain risks that each prospective investor should consider prior to investing. See "SECURITY FOR AND SOURCES OF PAYMENT" and "RISK FACTORS" herein.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF BUCKEYE, ARIZONA, THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT, LIMITED AS DESCRIBED HEREIN), NOR THE FULL FAITH AND CREDIT OF THE DEVELOPER (AS DEFINED HEREIN), WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY OF BUCKEYE, ARIZONA, THE DEVELOPER, THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

The Bonds will be offered when, as and if issued by the District and received by the Underwriter identified below (the "Underwriter") and subject to the legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed upon for the District by its counsel, Gust Rosenfeld P.L.C., for the Underwriter by its counsel, Greenberg Traurig, LLP, Phoenix, Arizona, and for the Developer by its counsel, Berens Blonstein PLC, Scottsdale, Arizona. It is expected that delivery of the Bonds will be made through the facilities of DTC on or about September __, 2024*.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* *Subject to change.*

STIFEL

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

MATURITY SCHEDULES*

$8,000,000*
GENERAL OBLIGATION BONDS, SERIES 2024

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 315598
2025	$215,000	%	%	
2026	340,000			
2027	355,000			
2028	150,000			
2029	160,000			
2030	165,000			
2031	175,000			
2032	180,000			
2033	190,000			
2034	200,000			
2035	210,000			
2036	220,000			
2037	230,000			
2038	240,000			
2039	250,000			
2040	260,000			
2041	275,000			
2042	285,000			
2043	295,000			
2044	3,605,000			

$___,000 ____% Term Bond Due 7/15/20__, Yield ____% CUSIP 315598___

$___,000 ____% Term Bond Due 7/15/20__, Yield ____% CUSIP 315598___

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* *Subject to change.*

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$3,305,000*
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2024

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 315598
2025	$340,000	%	%	
2026	330,000			
2027	335,000			
2028	345,000			
2029	360,000			
2030	365,000			
2031	370,000			
2032	390,000			
2033	470,000			

* *Subject to change.*

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FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

DISTRICT BOARD

Eric Orsborn, *District Board Chairman*
Tony Youngker, *District Board Member*
Clay Goodman, *District Board Member*
Jeanine Guy, *District Board Member*
G. Patrick HagEstad, *District Board Member*
Michelle Hess, *District Board Member*
Craig Heustis, *District Board Member*

DISTRICT STAFF

Daniel Cotterman, *District Manager*
William Kauppi, *District Treasurer*
Lucinda Aja, *District Clerk*

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside front cover pages and the appendices hereto, should be considered in its entirety, and no one subject should be considered less important than another by reason of location in the text. Brief descriptions of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District"), the District's General Obligation Bonds, Series 2024 and General Obligation Refunding Bonds, Series 2024 (collectively, the "Bonds"), the hereinafter described Bond Resolution, the security for the Bonds, the Developer (as defined herein) and other information are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bonds, the Bond Resolution and any other documents are qualified in their entirety by reference to such documents, copies of which may be obtained from Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), at 2801 East Camelback Road, Suite 300, Phoenix, Arizona 85016.

The information set forth herein has been obtained from the District, the Developer and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Underwriter or Hilltop Securities Inc. (the "Financial Advisor"). This Official Statement contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions or that they will be realized. The presentation of information, including tables of *ad valorem* tax rates and bonded general obligation indebtedness, in this Official Statement is intended to show recent historical information and, except as expressly stated otherwise, is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District, the Financial Advisor, or any of their legal counsel, including counsel to the Underwriter and Bond Counsel (as defined herein) the Underwriter and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

[Bond Insurer Disclosure]

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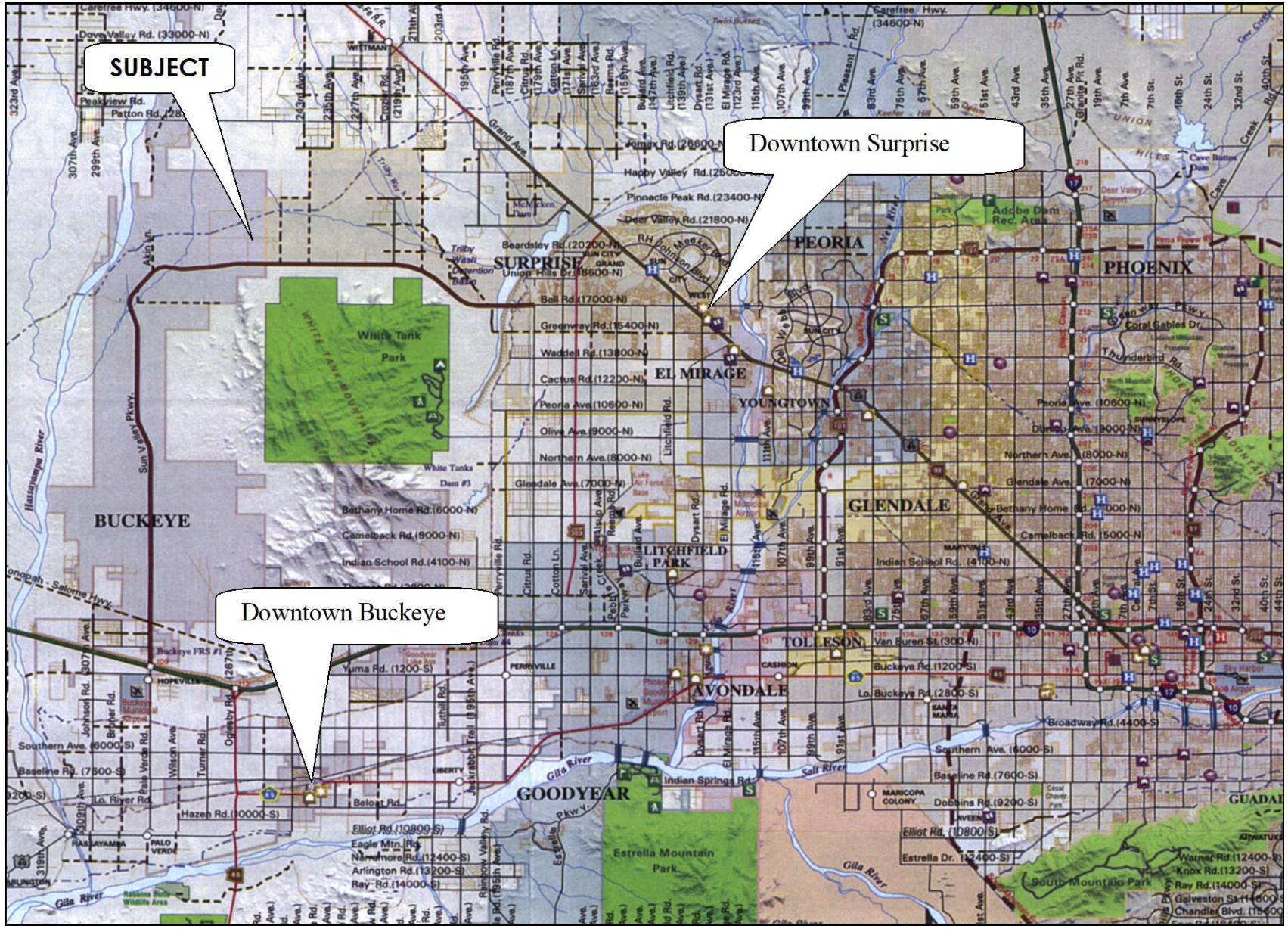
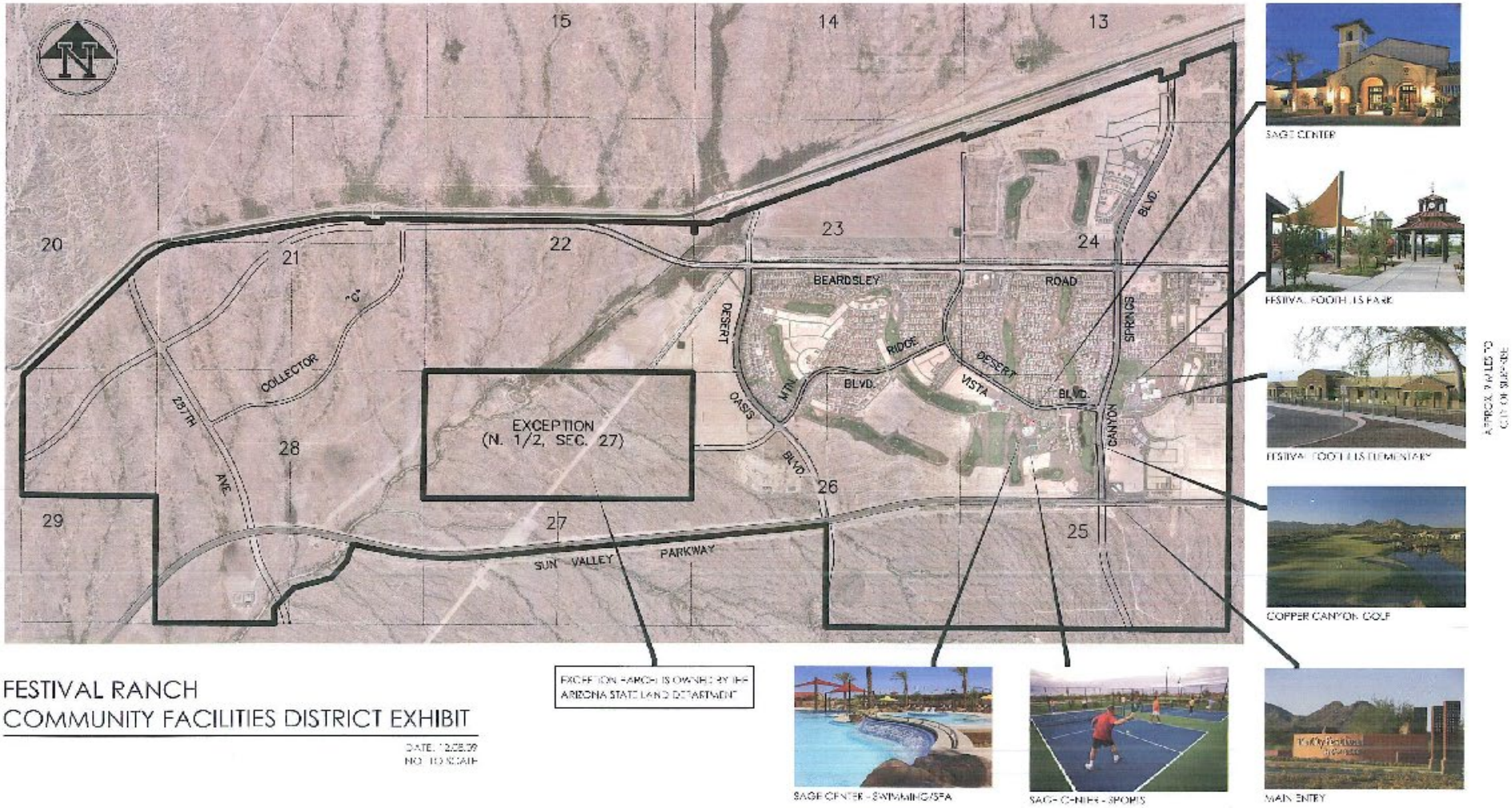
MAP SHOWING LOCATION OF THE DISTRICT
WITHIN METROPOLITAN PHOENIX AREA



AERIAL PHOTOGRAPH OF THE DISTRICT



FESTIVAL RANCH
COMMUNITY FACILITIES DISTRICT EXHIBIT

DATE: 12.08.09
NO. TO SCALE

EXCEPTION PARCEL IS OWNED BY THE ARIZONA STATE LAND DEPARTMENT

OFFICIAL STATEMENT

$8,000,000*	$3,305,000*
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION BONDS, SERIES 2024	**FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024**

This Official Statement, which includes the cover page, the inside front cover pages and the appendices hereto, provides certain information concerning the Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "Acquisition Bonds") and General Obligation Refunding Bonds, Series 2024 (the "Refunding Bonds" and, collectively with the Acquisition Bonds, the "Bonds"), to be issued in the principal amounts indicated above.

THE DISTRICT

Pursuant to the Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "Enabling Act"), and in response to a petition by Pulte Home Corporation, which was subsequently converted to Pulte Home Company, LLC (the "Developer"), the Mayor and Council of the Town of Buckeye, Arizona (the "Town"), adopted a resolution on April 19, 2005, which formed Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "District"). Effective January 1, 2014, the Town organized as a city and became the City of Buckeye, Arizona (the "City"), the successor in interest to the Town. See APPENDIX A - "INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA" hereto for information about the City and the information under the heading "DEVELOPER" herein for information about the Developer.

The District encompasses approximately 4,015 acres within the City and is located approximately 34 miles west of downtown Phoenix, Arizona, 17 miles north of Interstate 10, and nine miles west of current development within the City of Surprise, Arizona. See the map on page (iv) with respect to the location of the District and the aerial photograph of the District on page (v).

The District is a special purpose, tax levying public improvement district for purposes of the constitution of the State of Arizona (the "State" or "Arizona") and a municipal corporation for certain purposes of the laws of the State. Except as otherwise provided in the Enabling Act, the District is considered to be a municipal corporation and political subdivision of the State, separate and apart from the City. The Mayor and Council of the City serve, *ex officio*, as members of the Board of Directors of the District (the "Board"), and the City Manager of the City serves as the District Manager.

Pursuant to the terms of certain development agreements among the City, the Developer and the District, the District has provided financing for the acquisition of certain public infrastructure necessary for development of the land within the boundaries of the District. See "LAND DEVELOPMENT" herein. The District has the authority, with voter approval, to issue general obligation bonds payable from *ad valorem* taxes levied on all taxable property within the boundaries of the District, without limitation as to rate or amount, to finance, among other things, the acquisition costs of public infrastructure purposes within the District, including incidental costs and the costs of issuing bonds. The District also levies a $0.30 *ad valorem* tax per $100 of Net Limited Assessed Property Value (as defined herein), the proceeds of which are used to pay a portion of the operation and maintenance expenses of the District and of the public infrastructure financed by the District (the "Operation and Maintenance Tax").

---

* *Subject to change.*

THE BONDS

Authority and Election

The Acquisition Bonds are authorized pursuant to the Enabling Act and an election held on May 25, 2005 (the "Election"). The Acquisition Bonds will be the fifteenth series of bonds issued pursuant to the authorization approved at the Election, and, after issuance of the Acquisition Bonds, $108,560,108* principal amount of general obligation bonds of the District will remain authorized but unissued. Additional indebtedness could be authorized for the District in the future pursuant to other elections. The Acquisition Bonds are being issued in order to (i) finance a portion of the cost for the District to acquire the Public Infrastructure Financed by the Bonds (as defined herein) from the Developer and (ii) pay certain costs of issuance of the Acquisition Bonds. See "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS."

The Refunding Bonds are authorized pursuant to the Enabling Act and Title 35, Chapter 3, Article 4, Arizona Revised Statutes, as amended (the "Refunding Act"). Proceeds from the sale of the Refunding Bonds will be used to (i) refund the Bonds Being Refunded (as defined herein) as described under "PLAN OF REFUNDING" and (ii) pay certain costs of issuance of the Refunding Bonds.

The Bonds will be issued pursuant to resolutions adopted by the Board on May 7, 2024 (together, the "Bond Resolution").

See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District" and "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District."

General Description

The Bonds will be dated the date of their initial delivery, and will mature and bear interest at the rates as set forth on the inside front cover pages of this Official Statement.

Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025* (each such date being referred to herein as an "Interest Payment Date"). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of their initial delivery, calculated on the basis of a 360-day year of twelve 30-day months. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM." The District has chosen the close of business on the last day of the calendar month (other than a Saturday, Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "Business Day")) next preceding the applicable Interest Payment Date, or if such day is not a Business Day, the previous Business Day, as the record date for the Bonds (the "Record Date").

The principal of, redemption price for and interest on the Bonds will be payable when due to Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds for a book-entry-only system (the "Book-Entry-Only System"). The Bonds will be available initially to ultimate purchasers under such system in amounts of $5,000 of principal of a series or integral multiples in excess thereof due on specified maturity dates. No document of any nature whatsoever need be surrendered as a condition to payment of the principal of and interest on the Bonds. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM."

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

---

* *Subject to change.*

Redemption Provisions*

Optional Redemption. The Bonds maturing before or on July 15, 20__ will not be subject to redemption prior to their maturity. The Bonds maturing on or after July 15, 20__ will be subject to redemption prior to maturity, at the option of the District, in whole or in part from maturities selected by the District on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed, plus interest accrued to the date fixed for redemption but without premium.

Mandatory Redemption. The Bonds maturing on July 15 of the following years will be redeemed from funds of the District prior to maturity on July 15 of the following years and in the following principal amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the redemption date, but without premium:

Term Bonds due July 15, 20__*

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000
	___,000 (maturity)

Term Bonds due July 15, 20__*

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000
	___,000 (maturity)

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or are delivered to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro rata basis, to the extent practicable; provided, however, that each remaining mandatory payment shall be in an amount of at least $5,000 of principal.

Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM." If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be provided as set forth in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

---

* *Subject to change.*

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by or on behalf of the District or the Bond Registrar and Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Effect of Redemption. On the date designated for redemption, the Bonds or portions thereof to be redeemed will become and be due and payable at the redemption price for such Bonds or portions thereof, and, if monies for payment of the redemption price are held in a separate account by the Bond Registrar and Paying Agent, interest on such Bonds or portions thereof to be redeemed will cease to accrue, such Bonds or portions thereof will cease to be entitled to any benefit or security under the Bond Resolution, the owners of such Bonds or portions thereof will have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds or portions thereof will be deemed paid and no longer outstanding. DTC's practice is to determine by lot the amount of each Direct Participant's (as defined in APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM") proportionate share that is to be redeemed.

Redemption of Less than All of a Bond. The District may redeem any amount that is included in a Bond that is subject to prior redemption in a denomination equal to or in excess of, but divisible by, $5,000. In the event of a partial redemption, the Bond will be redeemed in accordance with DTC's procedures. In the event of a partial redemption after the Book-Entry-Only System is discontinued, the registered owner will submit the Bond for partial redemption and the Bond Registrar and Paying Agent will make such partial payment and will cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Registration and Transfer When Book-Entry-Only System Has Been Discontinued

If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bond or Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds during the period from the Record Date to and including the respective Interest Payment Date. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds that have been selected for prior redemption.

The transferor will be responsible for all fees, taxes and any other costs relating to the transfer of ownership of individual Bonds.

PLAN OF REFUNDING

The proceeds of the sale of the Refunding Bonds, together with amounts on deposit in the District's debt service fund, will be placed in an irrevocable depository trust (the "Depository Trust") with U.S. Bank Trust Company, National Association (the "Trustee"), to pay debt service on all of the outstanding principal amount with respect to each series of the bonds identified below (collectively, the "Bonds Being Refunded") until their redemption on the date specified below, and to redeem the Bonds Being Refunded on such redemption date, without premium, pursuant to the terms of a depository trust agreement between the District and the Trustee.

Schedule of Bonds Being Refunded*

Issue Series	Maturity Date	Coupon	Principal Amount Outstanding	Bonds Being Refunded*	Redemption Date*	Redemption Premium (as a Percentage of Principal)	CUSIP®[(1)] No. 315598
2012	7/15/2025 (b)	5.000%	$220,000	$220,000	12/24/2024	0.0%	BL5
	7/15/2026 (b)	5.000	230,000	230,000	12/24/2024	0.0	BL5
	7/15/2027	5.000	240,000	240,000	12/24/2024	0.0	BL5
	7/15/2028 (c)	5.000	250,000	250,000	12/24/2024	0.0	BN1
	7/15/2029 (c)	5.000	265,000	265,000	12/24/2024	0.0	BN1
	7/15/2030 (c)	5.000	280,000	280,000	12/24/2024	0.0	BN1
	7/15/2031	5.000	290,000	290,000	12/24/2024	0.0	BN1
			$1,775,000	$1,775,000			
2013	7/15/2025 (d)	4.250 %	$60,000	$60,000	12/24/2024	0.0 %	BZ4
	7/15/2026	4.250	65,000	65,000	12/24/2024	0.0	BZ4
	7/15/2027 (e)	4.500	65,000	65,000	12/24/2024	0.0	CA8
	7/15/2028	4.500	70,000	70,000	12/24/2024	0.0	CA8
	7/15/2029 (f)	4.750	75,000	75,000	12/24/2024	0.0	CB6
	7/15/2030	4.750	75,000	75,000	12/24/2024	0.0	CB6
	7/15/2031 (g)	5.250	75,000	75,000	12/24/2024	0.0	CC4
	7/15/2032 (g)	5.250	390,000	390,000	12/24/2024	0.0	CC4
	7/15/2033	5.250	480,000	480,000	12/24/2024	0.0	CC4
			$1,355,000	$1,355,000			

* *Subject to change.*

(a) See footnote (1) on the inside front cover pages.

(b) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2027.

(c) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2031.

(d) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2026.

(e) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2028.

(f) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2030.

(g) Represents mandatory redemption payments of a term bond with a final maturity of July 15, 2033.

To the extent the monies held by the Trustee are not sufficient to pay the principal of and interest on the Bonds Being Refunded, the District will remain liable for payment of the Bonds Being Refunded. The *ad valorem* tax to be levied for the payment of the Refunding Bonds will be unlimited as to rate, except that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds in the aggregate will not exceed the total aggregate of principal and interest due on the Bonds Being Refunded from the date of issuance of the Refunding Bonds to the final date of maturity of the Bonds Being Refunded. The Refunding Act provides that the issuance of the Refunding Bonds will in no way infringe upon the rights of holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the monies held in the Depository Trust prove insufficient. The Refunding Act further provides that owners of the Refunding Bonds must rely upon the sufficiency of such monies held in the Depository Trust for the payment of the Bonds Being Refunded. See "SECURITY FOR AND SOURCES OF PAYMENT."

VERIFICATION OF MATHEMATICAL COMPUTATIONS

[Verification Agent Disclosure]

SOURCES AND APPLICATIONS OF FUNDS

	Acquisition Bonds	Refunding Bonds	Total
Sources			
Par Amount of Bonds	$8,000,000.00*	$3,305,000.00*	$11,305,000.00*
[Net] Original Issue Premium/Discount *(a)*			
Developer Contribution			
Total			
Applications			
Cost of Acquisition			
Transfer to Trustee			
Payment of Costs of Issuance (b)			
Deposit to Debt Service Fund			
Total			

* *Subject to change.*

(a) *[Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]*

(b) *Will include premium on the Policy (as defined herein) and compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.*

SECURITY FOR AND SOURCES OF PAYMENT

General

The Board will annually levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any amounts from the sources described in the Enabling Act and available pursuant to the Bond Resolution, to pay debt service with respect to the Bonds (whether at maturity or prior redemption) when due, such *ad valorem* taxes to be unlimited as to rate, except that such *ad valorem* taxes with respect to the Refunding Bonds will be limited in amount so that the total aggregate of taxes levied to pay principal and interest on the Refunding Bonds will not exceed the total aggregate principal of and interest due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. Subject to such limitation, such taxes are to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Amounts derived from the levy of such tax when collected constitute funds to pay the debt service on the outstanding general obligation bonds of the District, including debt service with respect to the Bonds, and will be kept separately from other funds of the District. With respect to *ad valorem* property taxes, the outstanding general obligation bonds of the District and the Bonds will be payable from such taxes on the same basis as issues of general obligation bonds of the District which may be issued in the future. In addition to the levy of *ad valorem* property taxes for the payment of debt service on the Bonds, the Board also levies the Operation and Maintenance Tax. See TABLE 7 herein for information regarding the outstanding general obligation bonds of the District. See also "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING TAXES – Additional General Obligation Bonded Indebtedness of the District."

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT, LIMITED AS DESCRIBED HEREIN), NOR THE FULL FAITH AND CREDIT OF THE DEVELOPER, WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE DEVELOPER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

Ad Valorem Property Taxation in the District

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special service districts such as sanitary, fire, road improvement and career technical education districts are "secondary taxes." See "Primary Taxes" and "Secondary Taxes" below.

Taxable Property. Real property and improvements and personal property are either valued by the Assessor of Maricopa County, Arizona (the "County") or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value. In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value. In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions. The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the District.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios. All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2020	2021	2022	2023	2024
Mining, utilities, commercial and industrial *(b)*	18%	18%	17.5%	17%	16.5%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	15	15	15	14	14

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue, *2024 Final Property Class Summary*, Arizona Department of Revenue.

Primary Taxes. Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value. "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bonded indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes. Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, and career technical education districts, and the taxes levied by school district for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Tax Procedures. The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then

forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

Typically, approximately 20,000 resolutions for corrected values are processed annually in the County; however, during fiscal year 2024/25, the Treasurer of the County is anticipated to process significantly more resolutions as a result of a ruling by the Arizona Court of Appeals.

In 2021, the Arizona Court of Appeals ruled in *Qasimyar v. Maricopa County* that certain transitions between property classifications qualified as a "change in use" requiring recalculation of the limited property value of the affected properties. The ruling affects taxable property values in the County in tax years 2015–2023. As a result, the Assessor of the County will be submitting to the Treasurer approximately one-million resolutions applicable to tax years 2015–2023, which is expected to result in property tax refunds to adversely affected taxpayers. At this point, the amount and magnitude of the anticipated refunds is unknown. The District cannot predict the effect of such resolutions until the Assessor of the County and the Treasurer of the County have completed the process.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth in TABLE 2 is a record of property taxes levied and collected in the District for a portion of the current fiscal year and the previous five fiscal years.

TABLE 2

Property Taxes Levied and Collected (a)
Festival Ranch Community Facilities District

Fiscal Year	District Tax Rate	Adopted District Tax Levy	Adjusted District Tax Levy as of June 30th	Collected to June 30th of Initial Fiscal Year		Adjusted District Tax Levy as of 3/31/2024	Cumulative Collections to March 31, 2024	
				Amount	% of Adj. Levy		Amount	% of Adj. Levy
2023/24 *(b)*	$ 3.1731	$3,874,336	*(b)*	*(b)*	*(b)*	$ 3,869,030	$2,796,268	72.27%
2022/23	3.1493	3,439,014	$ 3,434,604	$ 3,391,658	98.75%	3,415,605	3,415,599	100.00
2021/22	3.0749	2,996,446	2,996,158	2,981,002	99.49	2,995,073	2,995,072	100.00
2020/21	2.8803	2,446,185	2,428,199	2,422,916	99.78	2,427,984	2,447,983	100.00
2019/20	3.3232	2,455,175	2,454,593	2,439,967	99.40	2,450,053	2,450,051	100.00
2018/19	3.1291	2,061,767	2,061,523	2,053,681	99.62	2,041,245	2,041,245	100.00

(a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of Supervisors of the County as required by Arizona Revised Statutes. Interest and penalty collections for delinquent taxes are not included in the collection figures in TABLE 2, but are deposited in the County's General Fund.

(b) 2023/24 taxes in course of collection:
First installment due 10-01-23; delinquent 11-01-23
Second installment due 03-01-24; delinquent 05-01-24.

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures. The property taxes due the District are billed, along with State and other taxes, each September, are due and payable in two installments on October 1 and March 1, and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated monthly at a rate of 1.33% as of the first day of each subsequent month. (Interest and penalties for delinquent taxes are waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor (as defined herein), the Developer or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years. See "RISK FACTORS – Bankruptcy and Foreclosure Delays."

TABLE 3

Net Limited Assessed Property Value by Property Classification
Festival Ranch Community Facilities District

Class	2024/25 *(a)*	2023/24	2022/23	2021/22	2020/21	2019/20
Commercial, industrial, utilities & mines	$ 4,856,986	$ 2,627,849	$ 3,338,453	$ 3,719,796	$ 3,060,862	$ 3,088,500
Agricultural and vacant	1,145,313	1,657,328	795,473	1,430,371	2,583,575	1,993,965
Residential (owner occupied)	95,992,983	84,845,296	74,881,223	64,992,572	55,248,847	46,751,696
Residential (rental)	37,804,201	32,990,268	30,184,198	27,305,834	24,729,212	22,045,704
Totals *(b)*	$ 139,799,484	$ 122,120,741	$ 109,199,348	$ 97,448,573	$ 85,622,496	$ 73,879,866

(a) *Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.*

(b) *Totals may not add up due to rounding.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values*, Arizona Tax Research Association.

See also in this respect the discussion under the subheading "LAND DEVELOPMENT."

TABLE 4A

Net Limited Assessed Property Value of Major Taxpayers for Fiscal Year 2024/25
Festival Ranch Community Facilities District

Major Taxpayer *(a)*	Estimated 2024/25 Net Limited Assessed Property Value *(d)*	As % of Estimated 2024/25 Net Limited Assessed Property Value
Arizona Public Service	$ 6,335,138	4.53%
Pulte Home Company LLC *(b)*	3,907,296	2.79
Accipiter Communications Inc.	807,610	0.58
Sun City Festival Community Association Inc.	704,322	0.50
Transwestern Pipeline Company LLC	444,167	0.32
CP 2004 Station 1 LLC	221,818	0.16
Total *(c)*	$ 12,420,352	8.88

TABLE 4B

Net Limited Assessed Property Value of Major Taxpayers for Fiscal Year 2023/24
Festival Ranch Community Facilities District

Major Taxpayer *(a)*	2023/24 Net Limited Assessed Property Value	As % of 2023/24 Net Limited Assessed Property Value
Pulte Home Company LLC *(b)*	$ 2,309,827	1.89%
Arizona Public Service	1,414,582	1.16
Sun City Festival Community Association Inc.	1,310,209	1.07
Transwestern Pipeline Company LLC	481,703	0.39
CP 2004 Station 1 LLC	217,657	0.18
HVO AZ LLC	124,833	0.10
Salt River Project (T&D)	81,937	0.07
Total *(c)*	$ 5,733,978	4.80

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. No representative of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

(b) Includes the Net Limited Assessed Property Value for taxpayers known by the Assessor of the County as Pulte Home Corporation.

(c) Totals may not add due to rounding.

(d) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: The Assessor of the County.

See "RISK FACTORS - General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences."

TABLE 5

Comparative Net Limited Assessed Property Values
Festival Ranch Community Facilities District

Fiscal Year	Festival Ranch Community Facilities District	City of Buckeye	Maricopa County	State of Arizona
2024/25 *(a)*	$ 139,799,484	$ 953,508,266	$ 58,328,686,358	N/A
2023/24	122,120,741	809,880,823	54,722,310,149	$ 83,026,514,349
2022/23	109,199,348	718,798,778	51,575,018,185	78,415,651,030
2021/22	97,448,573	617,421,432	48,724,126,672	74,200,360,570
2020/21	85,622,496	558,013,165	45,704,969,813	69,914,763,468
2019/20	73,879,866	496,102,577	43,194,326,395	66,157,223,639

(a) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: *Property Tax Rates Assessed Values*, Arizona Tax Research Association, Department of Finance of the County and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE 6

Estimated Net Full Cash Value History
Festival Ranch Community Facilities District

Fiscal Year	Estimated Net Full Cash Value *(a)*
2024/25 *(b)*	$ 2,330,981,768
2023/24	1,790,691,002
2022/23	1,333,626,470
2021/22	1,161,755,658
2020/21	978,486,976
2019/20	842,416,547

(a) Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.

(b) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(c) [Preliminary] Full Cash Value for fiscal year 2024/25 is $2,370,494,193. Full Cash Value for fiscal year 2023/24 is $1,827,841,929.

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

The following table lists the general obligation bonded indebtedness of the District that will be outstanding after issuance of the Bonds:

TABLE 7

General Obligation Bonded Indebtedness to be Outstanding.

Issue Series	Original Amount	Purpose	Final Maturity Date (July 15)	Balance Outstanding	Bonds Being Refunded*	Balance Outstanding and to be Outstanding
Series 2012	$5,400,000	Sewer lines and roadways	2031	$1,775,000	$1,775,000	$ -
Series 2013	1,800,000	Water main lines, wells, facilities	2033	1,355,000	1,355,000	-
Series 2016	5,410,000	Water main lines, wells, facilities	2036	4,715,000	-	4,715,000
Series 2017	3,665,000	Sewer lines, water lines and roadways	2037	2,975,000	-	2,975,000
Series 2017	2,940,000	Refunding	2032	2,245,000	-	2,245,000
Series 2018	3,335,000	Water reclamation facility and road improvements	2038	2,955,000	-	2,955,000
Series 2019	5,715,000	Water reclamation facility	2039	4,845,000	-	4,845,000
Series 2019	3,885,000	Refunding	2034	2,565,000	-	2,565,000
Series 2020	5,315,000	Fire station, sewer lines, wells	2040	4,925,000	-	4,925,000
Series 2021	5,790,000	Fire station, sewer lines, wells	2041	5,320,000	-	5,320,000
Series 2022	6,075,000	Water transmission main, plant and line improvements	2042	5,860,000	-	5,860,000
Series 2023	3,985,000	Water, sewer and street improvements	2043	3,705,000	-	3,705,000
Total General Obligation Bonded Debt Outstanding						$ 40,110,000
Plus: The Acquisition Bonds						8,000,000 *
Plus: The Refunding Bonds						3,305,000 *
Total General Obligation Bonded Debt to be Outstanding						$ 51,415,000 *

* *Subject to change.*

[Remainder of page left blank intentionally.]

Annual Debt Service Requirements of General Obligation Bonded Indebtedness To Be Outstanding. The District will have the following estimated annual debt service requirements after the issuance of the Bonds:

TABLE 8

Schedule of Estimated Annual Debt Service Requirements *(a)*

Fiscal Year	Bonds Outstanding *(b)*		The Refunding Bonds*		The Acquisition Bonds*		Total Estimated Annual Debt Service Requirements*
	Principal	Interest	Principal	Interest *(c)*	Principal	Interest *(c)*	
2023/24	$1,775,000	$1,730,766					$ 3,505,766
2024/25	1,460,000	1,582,081	$340,000	$79,595 *(d)*	$215,000	$289,000*(d)*	3,965,677
2025/26	1,325,000	1,529,231	330,000	88,950	340,000	350,325	3,963,506
2026/27	1,380,000	1,478,881	335,000	79,050	355,000	335,025	3,962,956
2027/28	1,435,000	1,426,381	345,000	69,000	150,000	319,050	3,744,431
2028/29	1,485,000	1,371,781	360,000	58,650	160,000	312,300	3,747,731
2029/30	1,545,000	1,315,181	365,000	47,850	165,000	305,100	3,743,131
2030/31	1,600,000	1,263,081	370,000	36,900	175,000	297,675	3,742,656
2031/32	1,650,000	1,209,681	390,000	25,800	180,000	289,800	3,745,281
2032/33	1,640,000	1,147,863	470,000	14,100	190,000	281,700	3,743,663
2033/34	2,210,000	1,081,763			200,000	273,150	3,764,913
2034/35	2,300,000	992,913			210,000	264,150	3,767,063
2035/36	2,390,000	900,563			220,000	254,700	3,765,263
2036/37	2,490,000	802,713			230,000	244,800	3,767,513
2037/38	2,605,000	689,338			240,000	234,450	3,768,788
2038/39	2,725,000	570,500			250,000	223,650	3,769,150
2039/40	2,810,000	483,313			260,000	212,400	3,765,713
2040/41	2,920,000	372,113			275,000	200,700	3,767,813
2041/42	2,995,000	299,063			285,000	188,325	3,767,388
2042/43	3,145,000	149,388			295,000	175,500	3,764,888
2043/44					3,605,000	162,225	3,767,225
	$ 41,885,000		$ 3,305,000		$ 8,000,000		

* *Subject to change.*

(a) *Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter").*

(b) *Net of Bonds Being Refunded.*

(c) *Interest is estimated.*

(d) *The first interest payment on the Bonds will be due on January 15, 2025*. Thereafter, interest payments will be made semiannually on July 15 and January 15 until maturity or prior redemption.*

OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Limited Assessed Property Value and combined tax rate per $100 Net Limited Assessed Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each jurisdiction's Net Limited Assessed Property Value which lies within the District's boundaries was derived from information obtained from the County Assessor. **See "RISK FACTORS – Direct and Overlapping Indebtedness."**

TABLE 9

Direct and Overlapping Jurisdiction	2023/24 Net Limited Assessed Property Value	General Obligation Bonded Debt Outstanding *(a)*	Proportion Applicable to the District *(b)* Approximate Percent	Proportion Applicable to the District *(b)* Net Debt Amount	2023/24 Tax Rates Per $100 Net Limited Assessed Property Value
State of Arizona	$ 83,026,514,349	None	0.15%	None	None
Maricopa County *(c)*	54,722,310,149	None	0.22	None	$1.5549
Maricopa County Community College District	54,722,310,149	$ 57,615,000	0.22	$ 128,576	1.1388
Maricopa County Special Health Care District	54,722,310,149	544,135,000	0.22	1,214,316	0.2716
Western Maricopa Education Center District No. 402	20,736,045,182	98,510,000	0.59	580,155	0.1807
Wickenburg Unified School District No. 9	331,515,971	3,600,000	36.84	1,326,134	3.5685
City of Buckeye	809,880,823	None	15.08	None	1.6513
The District	**122,120,741**	**51,415,000***	**100.00**	**51,415,000*(d)**	**3.1731**
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding				$ 54,664,181*	

* *Subject to change.*

(a) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County and City improvement districts, as the obligations of these districts are presently being paid from special assessments against property within the various improvement districts.

(b) Proportion applicable to the District is computed on the ratio of Net Limited Assessed Property Value for fiscal year 2023/24.

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Authorized but unissued amounts in the following table may be subject to additional reductions based on net premium amounts but such reductions are not reflected in the table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	*General Obligation Bonds Authorized but Unissued*
The District	*$108,560,108 (e)**

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages are fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) The County's tax rate includes the $0.1400 tax rate of CAWCD, the $0.1536 tax rate of the Maricopa County Flood Control District, the $0.0488 tax rate of the Maricopa County Free Library and the $0.0081 tax rate of the Maricopa County Fire District contribution. It should be noted that the County Flood Control District does not levy taxes on personal property.

(d) Includes the Bonds, net of the Bonds Being Refunded. In addition to the rate for debt service on the Bonds, the District levies a tax of $0.30 per $100 of Net Limited Assessed Property Value for the Operation and Maintenance Tax. Does not include special assessment revenue bonds outstanding. See "Other Debt of the District" herein.

(e) Reflects reduction in authorization approved at Election caused by issuance of the Bonds.

Source: The various entities, *Property Tax Rates and Assessed Values,* Arizona Tax Research Association, *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and the Treasurer of the County.

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* *Subject to change.*

Additional General Obligation Bonded Indebtedness of the District

In addition to outstanding general obligation bonds of the District described in TABLE 7 and the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Enabling Act, additional series of general obligation bonds payable from *ad valorem* taxes. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District – General Obligation Bonded Indebtedness to be Outstanding." **See also "RISK FACTORS – Direct and Overlapping Indebtedness."**

The Enabling Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60 percent of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the County Assessor, the Board has determined that issuance of the Bonds will meet the test set forth above. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District – Full Cash Value.")

Pursuant to the Election, the District was authorized to incur general obligation bonded indebtedness in an amount not to exceed $175,000,000 and will have $108,560,108* of such amount remaining after issuance of the Bonds in order to finance, among other things, the costs of public infrastructure purposes within the District, including incidental costs. Additional indebtedness could be authorized for the District in the future pursuant to other elections.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional indebtedness payable from taxes on all or a portion of the property within the District that may be issued in the future by other political subdivisions, including but not limited to the City, the County, Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona, Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, Maricopa County Community College District or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness could be authorized for such overlapping jurisdictions in the future. **See "RISK FACTORS – Direct and Overlapping Indebtedness."**

[Remainder of page left blank intentionally.]

* *Subject to change.*

Other Debt of the District

To finance costs to acquire certain public infrastructure for development of land in the District, the District has issued Special Assessment Revenue Bonds with the series designations, in principal amounts on the dates, with acreages of land within the District assessed to pay debt service, with the assessment district numbers and with amounts assessed per lot as described in the table below. All of the infrastructure financed with such bonds has been or will be dedicated to the City.

TABLE 10
[to be updated for amounts outstanding after 7/1/24]

Series Designation	Original Principal Amount	Date Issued	Acres Assessed	Assessment District No.	Assessment Per Lot	Total Outstanding
2007	$1,868,000	04/04/2007	275.8	2 & 3	$2,000	$583,000
2007	1,784,000	10/17/2007	245.2	4 & 5	2,000	527,000
2009	356,000	11/19/2009	43.5	6	2,000	111,000
2011	404,000	04/07/2011	79.3	7	2,000	125,000
2013	186,000	07/31/2013	25.6	8	2,000	66,791
2015	288,000	07/21/2015	36.1	9	2,000	137,000
2016	200,000	03/24/2016	37.7	10	2,000	91,201
2017	2,738,000	02/16/2017	518.0	11	2,000	1,859,000
2018	210,000	02/07/2018	100.0	12	2,000	163,600
2018	3,920,000	11/01/2018	456.3	13	3,500	2,732,000
2019	722,000	02/21/2019	107.0	14	2,000	590,000

Other series of assessment bonds payable solely from and secured by special, separate funds established and maintained by the District from installments due with respect to certain other special assessments may be issued by the District in the future.

The term "special assessments" as used hereinabove refers to the assessments levied and assessed by the District in the related assessment area which encompasses portions of the District, each of which would constitute a first lien on the parcel so levied and assessed, subordinate and subject only to general property taxes (including that for the Bonds) and prior special assessments. If a lot owner fails to pay an assessment installment when due, the lot can be offered for sale by the District for the amount of the assessment together with interest, costs and penalties. Neither the District nor the City is obligated to bid at the sale. The lien for the property taxes levied to pay the Bonds is senior to the lien of such assessments; however, the lien for such assessments is not extinguished by foreclosure with regard to taxes. There can be no assurance that additional amounts of such bonds payable from special assessments will not be issued in the future, increasing the amount of liens on property in the District for such purposes. **See "RISK FACTORS - Direct and Overlapping Indebtedness."**

LAND DEVELOPMENT

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

In General

The District consists of approximately 4,015 acres being planned and developed as a mixed-use, master-planned community. The District is located approximately 35 miles northwest of downtown Phoenix, Arizona, in the northern portion of the City, approximately 17 miles north of Interstate 10 on the Sun Valley Parkway. The District is approximately nine miles west of current development within the City of Surprise, Arizona, along the Sun Valley Parkway. See the map on page (iii) and the aerial photograph on page (iv). The Developer's current production operations within the District consist of 3,308 of the 4,015 acres within the District marketed as "Festival Ranch" (the "Project" or "Festival Ranch"), composed of an "age restricted" residential community marketed as "Sun City Festival" and a "conventional" community marketed as "Festival Foothills." Limited commercial development has been undertaken by other owners within the District.

The Developer acquired its portion of the property in the District in October 2004, having commenced entitlements and pre-development prior to closing. Construction of infrastructure improvements and certain amenities commenced in August 2005, and the first residential sales closed in 2006. Since that time, the Developer has spent approximately $430,000,000 to provide water, sewer, streets, curbs, gutters, a golf course, a recreation centers, an arts and crafts center, baseball fields and other facilities and has continued to ready additional property it owns in the District for residential and commercial development. The Developer also has continued to market and sell its varied residential products. Overall, the Developer has commenced and/or completed improvements to approximately 2,200 acres of the property it owns in the District. See "Residential Development" in this section and "THE PUBLIC INFRASTRUCTURE."

While other entities own approximately 707 acres of land in the District outside of the Project, the Developer has no knowledge as to when, if ever, such other owners will be developing their property in the District. The Developer is the only homebuilder that owns land within the District.

Land Development Agreements/Community Master Plan

The real property in the District is subject to a Development Agreement with the City, dated October 4, 2000 (the "Land Development Agreement"), which addresses the rights of, among others, owners to develop property in the District as provided in and subject to the conditions of such agreement. The Land Development Agreement has been modified by way of several recorded amendments and references herein to the Land Development Agreement mean such agreement as amended. The Land Development Agreement addresses various issues often times made the subject of development agreements in Arizona, such as, among other things, City services, reimbursements to the Developer for certain public infrastructure, the City's processing of plans and permits, and public bidding. The Land Development Agreement and certain subsequent agreements also address the legal right to obtain, and the legal obligation to provide, potable water and the required capital and operations contributions to the City for water, sewer, police and fire services within the District. Police, fire and sanitation services are provided to the District by the City. The Developer is obligated to assist in the funding of certain capital and operational costs associated with the provision of water, sewer, police and fire protection for the real property in the District that is subject to the Land Development Agreement. The City has determined that the Developer has achieved the level of progress and completion required by the Land Development Agreement for continued development under and in accordance with the same, and has determined that the Land Development Agreement will continue in full force and effect for its entire term. The real property in the District is also subject to a Development, Financing Participation and Intergovernmental Agreement No. 1 by and among the City, the District and, among others, the Developer, relating to the formation and operation of the District.

The real property in the District is subject to a community master plan originally approved by the City on October 4, 2000 (the "Community Master Plan"). Several amendments to the Community Master Plan have been adopted by the City. The latest amendment, which added certain areas owned by the Developer to the Community Master Plan and the Land Development Agreement, was executed on October 21, 2008. References to the Community Master Plan mean such plan as amended. The Community Master Plan covers substantially more property than the property in the District. An Area Plan, which includes the property within the District, was adopted by the City on June 17, 1997, and was last updated December, 2021, for Planning Unit F, which is west of Wagner Wash.

Although the number of acres devoted to each particular land use may ultimately vary from those presented, the development of the District in accordance with the Community Master Plan by the Developer and other owners is currently expected to include the following land uses:

TABLE 11

Total Project	Approximate District Acres
Single Family Residential	3,190
Golf Courses and Recreation Centers	475
Commercial	350
Total	4,015

The Community Master Plan allows 14,226 residential units within the District, the majority of which are planned as single family residences. The Community Master Plan also allows development of approximately 7.3 million square feet of commercial space within the District if the Developer or other owners choose to develop that amount of commercial space. Development of the property within the District and construction of homes and other infrastructure is subject to obtaining various additional development and construction approvals and permits. As a condition to the sale of homes, homebuilders will be required to obtain building permits and any additional permits required for the construction and completion of all such homes and other infrastructure. See "RISK FACTORS."

Additional Entitlements

Development in areas with significant natural drainage such as Festival Ranch often requires the United States Army Corps of Engineers ("USACE") to determine if any such drainage areas are within the USACE's jurisdiction. If any drainage areas are in USACE's jurisdiction, a "Section 404" permit would be required to allow development or disturbance of such drainage areas. In December 2011, USACE approved the Jurisdictional Determination (the "Determination") as submitted by the Developer indicating that only Wagner Wash in Festival Ranch is within USACE's jurisdiction. Since no additional development in Wagner Wash is anticipated within the defined Determination, no "Section 404" permit is required. The Determination is valid for five years and can be extended upon request and application for additional years. The Developer has obtained an extension of the Determination for an additional four years (until 2025). There can be no assurance that any future extension will be granted as and when requested.

Even with the approved Community Master Plan, development still requires certain approvals from the City for preliminary and final plats prior to construction of improvements. To date, the Developer has recorded 50 final plats (not including replatting of existing final plats) that include over 5,900 lots within the District. The Developer also has obtained approval of preliminary plats for approximately 1,100 residential lots on property within the District. Combining preliminary plats and final plats there are approximately 7,000 entitled lots. Of those lots included in final plats, approximately 5,700 have been improved with utilities and paved streets, and of those, 5,267 have had homes constructed and closed on them as of September 30, 2023, while the balance of those lots (approximately 430 lots) are ready and available for immediate residential construction or have homes under construction on them. The Developer is in the process of completing improvements to a number of parcels that have final plats. The Developer is in the process of obtaining final plats for the lots which are subject to preliminary plats. See "RISK FACTORS."

In December, 2021, the Developer received final City Approval of a Community Master Plan Amendment for what the Developer calls Planning Area Three. All existing development is in Planning Areas One and Two. Planning Area Three is west of existing development and west of Wagner Wash, but is within the District. There can, of course, be no assurances that such development in Planning Area Three will commence as planned.

Residential Development

The Developer is responsible for the construction of all offsite infrastructure and subdivision improvements necessary to deliver fully finished lots. The "active adult" residences currently constructed by the Developer range in size from 1,573 to 2,736 square feet; and such homes are priced from $351,990 to $598,990 prior to purchaser-selected upgrades. There are currently no conventional residences or lots available for sale within conventional development areas. Developer is working to open new areas for conventional homes. The following table shows the number of "active adult" and "conventional" home sales the Developer has closed for the periods indicated:

TABLE 12

Calendar Year	Active Adult Home Closings	Conventional Home Closings	Total Residential Closings Per Year
2006	143	0	143
2007	578	83	661
2008	318	184	502
2009	204	67	271
2010	120	46	166
2011	105	19	124
2012	129	0	129
2013	169	21	190
2014	164	25	189
2015	149	65	214
2016	168	95	263
2017	168	105	273
2018	221	117	338
2019	258	106	364
2020	284	164	448
2021	285	173	458
2022	342	4	346
2023	280	0	280
2024 (a)	45	0	45
Cumulative Totals	4,124	1,274	5,398

(a) Through March 31, 2024. As of March 31, 2024, there were approximately 200 homes under construction in the District.

The Developer operates one model home complex located in Sun City Festival. The 27-hole Copper Canyon Golf Course is owned and operated by the homeowners association for Sun City Festival and a 31,000+/- square foot recreation center, a 15,000+/- square foot restaurant/clubhouse/cart barn, a softball complex, a 9,000 square foot arts and crafts center and related recreational amenities are also complete within Sun City Festival and will be owned and operated by the same homeowners association. The golf course and related facilities are operated by the homeowners association, which is subsidized in part by the Developer. Festival Foothills includes a 12+/- acre neighborhood park, splash pad, and a linear park with trails throughout. Construction on a new model complex and a 9-hole golf course in the area of the Project south of the Sun Valley Parkway and the new 25,000+/- square foot Saguaro Recreation Center has been completed.

THE PUBLIC INFRASTRUCTURE

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

In addition to the infrastructure described under the heading "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Other Debt of the District," certain infrastructure is being constructed in connection with the development and construction of residential and commercial development as described hereinbelow. Except as set forth under the heading "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," none of such infrastructure is being financed with proceeds of the sale of the Bonds or proceeds of prior general obligation bond issuances, but instead will be financed by the Developer and may be the subject of acquisition from proceeds of future bond offerings by the District.

Water Reclamation Facility

Current plans for sewer service within the District call for a multi-phase water reclamation facility (the "WRF") which is designed to handle all development within the District. The first phase of the WRF is now owned and operated by the City. This facility may be constructed in multiple phases and it is intended to be turned over to the City in phases as constructed. The City has also secured approval of an increase in the service area of the WRF, known as a Maricopa Association of Governments 208 Amendment, that allows service to areas outside the District and allows for a significant increase in the size of the WRF in the future. The primary effluent discharge method is direct reuse of treated effluent for irrigation purposes on the golf courses. Such discharge is currently being used by the City but the quantity available is still less than the total golf course irrigation demand. Some effluent is discharged to Wagner Wash if it cannot be reused directly on the golf courses. Until additional effluent is available, the golf courses will be irrigated in part with a portion of the CAP water leased by the Developer from other parties. CAP water originates from the Colorado River and is subject to future shortages as declared by the United States. Such shortages could reduce the overall water supply available for golf course irrigation until enough effluent is generated to replace CAP water used today. The Developer and certain other owners of property inside and outside of the District have entered into a joint development agreement for the cooperative development of future phases of the WRF. Pursuant to such joint agreement, the Developer has the right to construct additional phases for its own accord if need be. Developer is also negotiating with the City for agreements and permits necessary for Developer to construct and convey to the City an underground water storage facility (the "Recharge Facility") near the WRF and within a portion of Wagner Wash that will replenish the underground aquifer with treated effluent not used within the golf course, or other available CAP water supplies.

Construction of the first phase of the WRF (the "First Phase") is complete, has been turned over to the City and such facility is being operated by the City and is past the warranty period. The First Phase is able to service approximately 5,900 residential units within the District based on actual flows experienced at the WRF. Current development plans include commencement of planning and construction of the second phase (an additional one million gallons per day capacity to be planned and constructed in two phases of 500,000 gallons per day). An engineering firm has been hired to complete plans and to assist in permitting, with construction to commence, as soon as plans and approvals are received from applicable governmental authorities. The actual number of units which can be served will depend in part on whether the unit is an age restricted (active adult) or conventional unit. Active adult units generally have fewer residents per unit and generate less wastewater on a gallons per day basis than conventional units. Based upon residential sales to date, there should be sufficient sewer capacity in the First Phase for approximately 500 additional residences without construction of any additional expansion phases of the WRF, depending upon the split of usage between active adult and conventional uses. Developer commenced the process to obtain plan approval and licensing for a second phase of the WRF. Developer will seek to obtain approvals and licenses by year end. Thereafter, Developer plans to commence construction of the second phase of the WRF with completion anticipated during 2027. There can be no assurance licensing and construction of phase 2 of the WRF will be completed as planned.

Water Production Campus

Water service for the District is provided by three water production campuses operated by the City. The first water production campus (Water Plant #1 and Well #1), is located at the southeast corner of Desert Vista Boulevard and Beardsley Parkway. The second water production campus (Well #2) is located approximately one quarter mile west of Water Plant #1. The third water production plant (Well #3) is located approximately one quarter mile north of the Water Plant #1. Water Plant #1 has 2.4 million gallons of total storage (constructed in two phases of 1.2 million gallons), and contains a production well and booster pumps. The timing of further facilities will be dependent upon demand, market conditions, and physical water source characteristics. As with wastewater usage and capacities, there is also a difference in the water demand between active adult and conventional units, with active adult units utilizing significantly less water on a gallons per day basis. All Arizona Department of Water Resources ("ADWR") permits and approvals have been secured for the three existing well facilities. Construction of Water Plant #1 and the three production wells have been substantially completed. Developer has completed drilling a fourth well and such well is now being equipped for production. The fourth well will also require water treatment improvements to be added to the system. The fourth well is anticipated to come on line by third quarter of 2024. The current water system is capable of supporting approximately 5,328 active adult and 1,274 conventional residential units.

Assured Water Supply

Future subdivision plats within the Project will require an assured water supply to be demonstrated through either a Certificate of Assured Water Supply (a "Certificate") or a future City of Buckeye Designation of Assured Water Supply (a "Designation"). Currently, the City is not designated as having an assured water supply service area pursuant to applicable Arizona law. However, the City has submitted an application with ADWR to obtain such Designation. If the City receives such Designation, the City may utilize Developer water sources to supply water to property owned or developed by the Developer in the District. Until the City receives such Designation, in order to plat, subdivide and sell lots, owners of property in the District must obtain a Certificate for each subdivision plat from ADWR. Obtaining Certificates based upon a local groundwater source requires, among other things, (i) a hydrology study supporting determinations that sufficient water will be continuously available to satisfy the water needs of the proposed use for at least 100 years, (ii) that any projected groundwater use is consistent with the water management plan approved by ADWR through enrollment of the Project in the Central Arizona Groundwater Replenishment District, (iii) achievement of the management goal for the area, and (iv) that the financial capability to construct the delivery system exists. Requirements for new Certificates not based upon local groundwater may have different or additional requirements to demonstrate availability of water for assured water supply purposes.

The District lies within the Lower Hassayampa Groundwater Sub-Basin. Property already subdivided within the District is expected to be served primarily from groundwater from the Lower Hassayampa Groundwater Sub-Basin.

On January 22, 2004, based upon the groundwater hydrologic model used at that time, ADWR issued an Analysis of Assured Water Supply (the "Analysis") for the property within the District. In the Analysis, ADWR determined that 7,690 acre feet per year of groundwater will be physically available for 100 years, which is equivalent to the projected build-out demands for the District. The proposed development evaluated by ADWR includes 3,208 single family residential lots, 9,018 active adult single family residential lots, 1,450 multi-family residential units and 1,122 nonresidential acres containing commercial areas, a hospital, schools, parks, rights of way, a community center, easements, and golf courses. Reclaimed water is also available for reuse as the community grows and produces more wastewater.

The Analysis was used to demonstrate the physical availability of groundwater in support of prior applications for Certificates. With respect to the property covered by the Analysis, six Certificates were issued by ADWR. The first was issued November 23, 2004, for 3,473 lots, with an estimated water demand of 2,130.14 acre feet per year. The second was issued May 7, 2006, for 819 lots, with an estimated water demand of 608.72 acre feet per year. The third was issued on February 5, 2009, for 608 lots with an estimated water demand of 646.81 acre feet per year. The fourth was issued on April 8, 2009, for 259 lots with an estimated water demand of 258.63 acre feet per year. The fifth was issued on March 7, 2018, for 361 lots with an estimated water demand of 175.42 acre feet per year. The sixth was issued on May 8, 2018, for 1,199 lots with an estimated water demand of 836.51 acre feet per year.

On November 13, 2012, an extension of the Analysis was issued by ADWR, which acknowledged the existing

Certificates that were previously issued (3,644.30 acre feet per year to be physically available for 100 years). An extension of the original Analysis was granted until January 22, 2024, and established that the remaining groundwater capacity of 4,045.70 acre feet per year should be available for future applications. The extension also indicated that all other conditions of the original Analysis should continue to apply. An additional extension of the original Analysis was granted April 12, 2024, which lasts for five more years ending on January 22, 2029.

On January 26, 2021, two new applications for Certificates were submitted for Sun City Festival Parcel AA1 and Festival Ranch Planning Area 3 PUP E Parcels 33, 35, 84, and 88. Both applications relied upon the 2004 Analysis as proof of groundwater availability. The applications are currently before ADWR for review and approval. On June 25, 2021, ADWR sent letters to the applicant, indicating that ADWR was finalizing a numerical groundwater flow model for the Hassayampa sub-basin, and that ADWR believed the new model would demonstrate there was not 100 years' of groundwater available for the pending Certificates. ADWR released the new Hassayampa sub-basin groundwater model in January 2023, and the initial model results indicate that, under ADWR's policies, no further Certificates may be issued using local groundwater as the source of water. ADWR further released an updated Phoenix Active Management Area groundwater model that includes the Hassayampa Sub-Basin in June 2023, with a baseline result showing continued deficits in the available 100-year groundwater supply for new subdivisions. A developer may update the model assumptions to adjust the model results and request that ADWR review the updated assumptions and results, but there can be no assurance as to whether any additional groundwater will be determined to be available for new subdivisions by ADWR for the two pending applications, or any new applications for Certificates for any future subdivisions within the Project. A developer may secure a non-groundwater source of water, but a new water supply may be costly, take months or years to secure, or not be feasibly available. Failure to obtain approval of additional Certificates based upon local groundwater or an imported source of water could cause significant limitations on, or halt, future development within the District. There is no guarantee that securing new non-groundwater supplies will be achievable within a predicted timeframe or even feasible. Failure to secure additional Certificates could significantly increase future development costs or decrease future development in the Project.

While additional dialogue with the ADWR over adjustments to the new groundwater model are continuing, maintaining sufficient water supplies in the Lower Hassayampa Groundwater Sub-Basin will likely require efforts to supplement the groundwater supply through purchase of water for use or storage of water in the Recharge Facility. The cost of new water supplies, associated infrastructure, and facilities for effluent recharge and reuse are substantial. Failure to secure new water supplies may prevent further Certificates, the City's Designation, and subdivision development. As to subdivisions that have already made a successful demonstration of an assured water supply, ADWR may revoke a Certificate if an assured water supply does not exist, but cannot revoke a Certificate if any of the residential lots within the plat have been sold. As to the Certificates issued November 23, 2004, for 3,473 lots, May 7, 2006, for 819 lots, February 5, 2009, for 608 lots, April 8, 2009, for 259 lots, March 7, 2018, for 361 lots and May 8, 2018, for 1,199 lots at least one lot has been sold in all such areas. Loss of, or inability to obtain, necessary Certificates would have adverse effects on development of additional land within the District and on repayment of the Bonds. See "RISK FACTORS - Completion of the Public Infrastructure and the Other Infrastructure."

Streets/Water and Sewer Lines

The Developer plans to construct on property it owns within the District all required arterial and collector roads (including related landscaping), all sewer trunk lines and any required wastewater treatment, and all water distribution and water supply facilities.

Completed improvements include the following: approximately 47,598 linear feet of trunk sewer, approximately 78,390 linear feet of water supply and distribution lines, storm drain, paving and concrete on (i) Canyon Springs Boulevard from Sun Valley Parkway past Beardsley Parkway to Tina Lane; (ii) Desert Vista Boulevard from Beardsley Parkway in Festival Foothills past Canyon Springs Boulevard looping back to Beardsley Parkway in Sun City Festival; (iii) Mountain Ridge Boulevard from Desert Vista Boulevard to Desert Oasis Boulevard; (iv) Desert Oasis Boulevard from Sun Valley Parkway to Beardsley Parkway; (v) Beardsley Parkway from Desert Vista in Sun City Festival to Desert Vista in Festival Foothills; (vi) Desert Vista Boulevard from Beardsley Parkway to Firehawk Drive; (vii) and Beardsley Parkway from Desert Vista Boulevard to Desert Oasis Boulevard. Construction of future roadways will be dependent on existing roadway capacities and the need to provide safe vehicular access within the District.

Approximately 22,100 linear feet of arterial roadway (4.19 miles) and 22,485 linear feet of collector roadway (4.25 miles) have been constructed in the District by the Developer. Such infrastructure also includes approximately 193,217 linear feet of local streets (36.59 miles). Such "public infrastructure" was completed as of March 2023, and has been or will be dedicated to the City.

The Developer has, or plans in the future to, publicly bid the improvements outlined above and plans to pay for the construction of same. The Developer anticipates that these improvements will be eligible to be reimbursed from future bond offerings by the District.

Police and Fire

A joint police and fire facility (the "Public Safety Building") is located at the southwest corner of Desert Oasis Boulevard and Beardsley Parkway. The approximately $6,200,000 facility was constructed jointly by the City and the Developer, with funding provided by both parties.

Other

Electrical service for the District is provided by Arizona Public Service Company. Telephone and data service is provided by Cox Communications and Zona Communication. Cable television service is provided by Cox Communications.

The District is located in Wickenburg Unified School District No. 9. A K-8 school is located within Festival Foothills. This elementary school opened in the Fall of 2008. High school students attend Wickenburg High School.

The District receives primary vehicular access from Sun Valley Parkway. Provisions for arterial and collector vehicular access provide additional access within property subject to the District. A feasibility study is being prepared by the Maricopa County Department of Transportation regarding the location of a proposed parkway connecting Highway 85 to State Route 74 and Highway 60. Depending upon the results of such study, additional access may be available to the property in the District. However, the Developer is currently unsure of the final location of the proposed parkway.

PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Proceeds of the Bonds will be used, and proceeds of prior general obligation bond issuances have been used, to finance certain public infrastructure (the "Public Infrastructure Financed by the Bonds"), which is comprised of approximately 47,598 linear feet of trunk sewer lines constructed throughout the District and approximately 22,100 linear feet of arterial roadway (4.19 miles) and 22,485 linear feet of collector roadway (4.25 miles) constructed in the District, including landscaping, approximately 193,217 linear feet of local streets (36.59 miles), Water Plant #1 and Wells #1, #2 and #3, approximately 78,390 linear feet of water line, approximately 49,500 linear feet (9.4 miles) of reclaimed water lines, the WRF, a portion of the Public Safety Building and related facilities. The Public Infrastructure Financed by the Bonds was completed in or prior to 2023, and has been or will be dedicated to the City. The total estimated cost of the Public Infrastructure Financed by the Bonds is greater than the amount to be available from proceeds of the sale of the Bonds; the balance of the cost of the Public Infrastructure Financed by the Bonds has been paid by Developer. Unreimbursed costs of Public Infrastructure Financed by the Bonds may be eligible to be reimbursed by the sale of bonds by the District in the future should the District elect to issue such additional bonds.

DEVELOPER

The information contained in this section relates to and has been obtained from the Developer, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Effective December 31, 2016, Pulte Home Corporation, a Michigan corporation, became Pulte Home Company, LLC, a Michigan limited liability company, by conversion of the former Michigan corporate entity into the current Michigan limited liability company entity, along with the corresponding name change from Pulte Home Corporation to Pulte Home Company, LLC. The Developer remains a wholly-owned subsidiary of PulteGroup, Inc. ("PulteGroup"). PulteGroup is subject to reporting the information required by the Securities and Exchange Act of 1934, as amended, and in accordance therewith files the Filings with the Commission. The Filings may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 and Northwestern Atrium Center, 400 West Madison Street, Suite 1400, Chicago, Illinois. Copies of the Filings can be obtained from the public reference section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, NY 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. None of the District, the Financial Advisor, Gust Rosenfeld P.L.C. ("Bond Counsel"), the Underwriter or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor do they assume responsibility for the same. PulteGroup operates in more than 900 communities across 29 states and the District of Columbia, and serves all major customer segments through its family of brands that includes Pulte Homes, Centex and Del Webb.

RISK FACTORS

Investment in the Bonds involves a significant degree of risk and is speculative in nature. The Bonds will be secured solely by *ad valorem* property taxes to be levied on all taxable property within the boundaries of the District. THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS IN INVESTING IN THE BONDS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION. INVESTMENT IN THE BONDS SHOULD BE MADE ONLY AFTER CAREFUL EXAMINATION OF THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO. This discussion of risk factors is not, and is not intended to be, exhaustive, and such risk factors are not necessarily presented in the order of their magnitude.

General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences

Investments in developing real estate such as undeveloped areas in the District are generally considered to be speculative in nature and to involve a high degree of risk. Owners of land in the District will be subject to the risks generally incidental to real estate investments and development including those described herein.

Construction of houses on the lots within the District may be affected by changes in the income tax treatment of real property ownership; changes in national, regional and local market and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds and homeowners insurance to buyers of the homes to be built in the District, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; pandemics or epidemics; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; climate change; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control

of the owners of such land. Land development within the District also could be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development. The Developer is experiencing supply chain issues currently affecting the national economy, specifically the timely availability of materials necessary to build new homes. While advantage is being taken of all available alternatives, completion of homes has been slowed. This circumstance is expected to continue for the near term and to affect home closings.

The residential development business, particularly with respect to communities such as that within the boundaries of the District, is highly competitive in the Phoenix metropolitan area. The business of merchant builders building in the District will face competition from a number of competitors in the City and other developments throughout the Phoenix metropolitan area, many of which offer or intend to offer lots and parcels in similar communities to a similar target market.

Decreased absorption rates associated with future economic slowdowns could adversely affect land values and reduce the ability or desire of the property owners to pay *ad valorem* property taxes and assessments. In that event, there could be a default in the payment of principal of and interest on the Bonds.

Vacant lots also provide less security to the holders of the Bonds should it be necessary for the District to foreclose due to nonpayment of *ad valorem* taxes. An inability to develop the remaining land within the District would likely reduce the diversity of ownership of land within the District, making the holders of the Bonds more dependent upon timely payment of the *ad valorem* taxes levied on the vacant lots.

Development requires obtaining a variety of governmental approvals and permits. Such approvals and permits are necessary to initiate construction and to allow the sale and occupancy of homes and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results.

Failure or Inability to Complete Proposed Development

The development of land in the District will be staged so that only a particular phase is planned to be developed at one time. Funding for development of property in the District will be provided by third-party lenders, the Developer and other sources. The availability of funding for the completion of Sun City Festival and Festival Foothills will depend upon the demand for residential lots or units within such communities and local, regional and national market and economic conditions. No assurance is given that funding will be obtained for development of property in the District, or, if obtained, will be in an amount sufficient to complete development of Festival Foothills and Sun City Festival. If satisfactory funding is unavailable, the Developer may be required to delay or suspend completion of the development of the balance of Sun City Festival and Festival Foothills.

Public and private on-site and off-site improvements may increase the public and private debt for which the land within the District is security. The burden of additional debt would be placed on the land within the District to complete the necessary improvements. See "Direct and Overlapping Indebtedness" herein.

Completion of the Public Infrastructure and the Other Infrastructure

The assessed valuation of the taxable property in the District may increase if and as the development of the Project continues. However, less than expected increases or decreases in the future assessed valuation of the taxable property in the District may reduce the willingness of landowners to pay the *ad valorem* property taxes securing the Bonds or adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes. See also "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District."

The construction of infrastructure for development of the land in the District is not yet complete. See "LAND DEVELOPMENT" and "THE PUBLIC INFRASTRUCTURE." The cost and time for completion of all of such improvements is uncertain and may be affected by changes like those described hereinabove. If cost overruns result in delay of construction, or if other delays are experienced, sale of lots and construction of homes may be delayed.

Failure or inability to complete proposed development including development of necessary utilities could affect adversely development of the land in the District.

Sale of Portions of the Land in the District

It is possible that the Developer or other land owners within the District may sell portions of their land to other owners. Such new owners may not develop their land on the same schedule as the Developer or the other land owners, thus slowing the pace of growth and delaying increases in assessed valuation.

Lack of Availability of Utilities and Water

Water and sewer service to the District will be provided by the City as described under the subheading "THE PUBLIC INFRASTRUCTURE." Failure or inability to complete proposed development, including development of necessary utilities could adversely affect, delay or halt future development of land in the District. See "Failure or Inability to Complete Proposed Development" herein. Certain utilities are to be developed by the City pursuant to certain development agreements including as described above. There can be no assurances that such utilities will be financed and developed. In addition, while 100 years of water supply was proven available to existing subdivisions within the Project, ADWR's change of the predictive groundwater model indicates that the Developer may need to secure new, more expensive water supplies to support future subdivision entitlement. Based on the current status, there can be no assurance that Developer will be able to obtain the Certificates needed to authorize future subdivision plats. Failure to obtain approval of additional Certificates could cause significant limitations on, delay, or halt, future development within the District. Alternatively, such failure could significantly increase future development costs.

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District." Such valuation, and particularly decreases therein, may reduce the willingness of landowners to pay the *ad valorem* taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness

The ability of an owner of land within the District to pay its *ad valorem* taxes could be affected by the existence of other taxes and assessments imposed upon the property, including special assessment bonds. The District and other political subdivisions whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional *ad valorem* taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS.") The lien created on the property within the District through the levy of *ad valorem* taxes would be on a parity with that for the *ad valorem* taxes securing the Bonds. The imposition of additional parity liens, junior liens, in the case of special assessments, or even private financing, may reduce the ability or willingness of the owners of land within the District to pay the *ad valorem* property taxes securing the Bonds. In that event, there could be a default in the payment of the Bonds.

From time to time there are legislative proposals in the Arizona Legislature that, if enacted, could alter the basis on which *ad valorem* taxes (including those that secure the Bonds) are assessed, levied and collected and which could affect, among other things, the distribution of the amount of taxes various classifications of property may be obligated to pay. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would affect the Bonds or other obligations issued prior to enactment.

Bankruptcy and Foreclosure Delays

The payment of the *ad valorem* taxes securing the Bonds and the ability of the District to foreclose the lien of delinquent, unpaid, *ad valorem* taxes may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not extinguish the *ad valorem* taxes securing the Bonds, the bankruptcy of a property owner could result in a delay in

the foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the Bonds when due. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District."

It should be noted that in the event of a bankruptcy of a taxpayer pursuant to the Bankruptcy Code, the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pendency of the bankruptcy proceedings. Such taxes might constitute an unsecured and possible non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on a pro rata basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact the bankruptcy of a property owner might have on the ability of the District to collect *ad valorem* taxes levied on that property before or during the bankruptcy proceedings. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover any claim against the debtor or its estate that arose before the commencement of the bankruptcy is automatically stayed pursuant to the Bankruptcy Code. While the stay may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor in bankruptcy would be subject to the stay of bankruptcy court. Furthermore, "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections become uncertain.

In the event the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor, the Developer or their respective counsel, agents or consultants have undertaken any independent investigation of the operations and financial condition of any of the property owners in the District, nor have they assumed responsibility for the same.

In addition, the various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Amendment of Documents Referenced

The reports, inspections and other documents described in this Official Statement may be modified, updated or amended (as new reports and/or inspections may be obtained), and such modifications may materially and adversely affect the development of the property (e.g., updating of environmental reports).

The development of the property within the District is only approximately 32 percent complete. Circumstances could change as the development process continues and other issues are raised or new developers or owners become involved. Accordingly, the Developer anticipates that there may be significant changes to the agreements and contracts summarized in this Official Statement to address any such issues. Because the existing contracts and agreements are subject to change, the summaries of any contracts or agreements contained hereinabove may not accurately reflect the future conditions relating to the development of the District; however, the Developer does not presently anticipate that any modifications of the current contracts or agreements would materially affect the repayment of the Bonds.

Environmental Matters

Property in the District will be subject to risks arising out of environmental, archaeological and biological considerations generally associated with the ownership of real estate and the construction of improvements located thereon. Such risks include, in general, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values in Festival Foothills and Sun City Festival resulting from any contamination on the site or from the proximity of the site to other contaminated areas; discovery of archaeological

artifacts located on the site or in the vicinity of the site; discovery of endangered species of animals, plants or other habitat for endangered species and a determination of the waterways of the United States against dredging or fill. Liability may arise under a variety of federal, state or local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Endangered Species Act and the National Historical Preservation Act. In addition, development may require approvals and actions under the Clean Water Act and the National Environmental Protection Act may limit, delay or change materially the number and type of development on the site.

Forward Looking Statements

Included in this Official Statement are various forecasts and projections. The forecasts and projections are forward looking statements based on assumptions concerning future events and should be viewed with an abundance of caution. Circumstances that may not yet be ascertainable, which the party making the forecasts or projections believes to be significant and which such party cannot control may also exist. There are usually differences between projections and results, because events frequently do not occur as expected, and those differences may be material. There can be no assurances that the various forecasts and projections set forth in this Official Statement can be achieved.

No Review of Filings

As described in footnote (a) to TABLE 4 and under the heading "DEVELOPER," none of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, or examined similar information for entities or their parent companies that are not subject to same or similar informational requirements.

Homeowner Complaints

Various homeowner's within the age restricted portion of the Project have filed complaints with the Arizona Attorney General's Office. The complaints primarily allege that Developer promised to build additional golf course(s) (some allege an additional 9 holes, some 18 holes), and that there are not enough "tee times" available. In addition, some homeowners complaints include an objection to the construction of additional non-age restricted homes within the Project. Developer denies the allegations and is responding as requested by the Attorney General's Office. There can be no assurance that these complaints will not have an adverse impact on home sales in the Project.

LITIGATION

No litigation or administrative action or proceeding is pending to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of taxes to pay the debt service on the Bonds, to contest or question the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Representatives of the District will deliver a certificate to the same effect at the time of the initial delivery of the Bonds.

LEGAL MATTERS

The Bonds are sold with the understanding that the District will furnish the Underwriter with the approving opinions of Bond Counsel addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest income thereon (see "TAX EXEMPTION"). The signed legal opinions of Bond Counsel are dated and premised on the law in effect only as of the date of original delivery of the Bonds and will be delivered to the District at the time of original issuance. The fees of Bond Counsel and Counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed text of the legal opinions are set forth as APPENDIX B – "FORMS OF LEGAL OPINIONS OF BOND COUNSEL." The legal opinions to be delivered may vary from the text of APPENDIX B – "FORMS OF LEGAL OPINIONS OF BOND COUNSEL" if necessary to reflect the facts and law on the date of delivery. The opinions will speak only as of their date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior continuing disclosure undertakings as to which Bond Counsel expresses no opinion) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDICES B – "FORMS OF LEGAL OPINIONS OF BOND COUNSEL" and C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter, and for the Developer by Berens Blonstein PLC, Scottsdale, Arizona.

From time to time, there are legislative proposals which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of community facilities districts which could have a material impact on the District and could adversely affect the secondary market value and marketability (liquidity) of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The various legal opinion to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinion as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL STATEMENTS

The financial statements of the District as of June 30, 2023, and for its fiscal year then ended, which are included as Appendix E to this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. as stated in its opinion which appears in Appendix E – "AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023." The District neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements. In addition, as a "blended component unit" of the City, certain information regarding the District is contained in the City's annual comprehensive financial reports. The City's annual comprehensive financial report for the fiscal year ended June 30, 2023, is publically available and is available upon request from the District Treasurer.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinions of Bond Counsel will be dated as of the date of initial delivery of the Bonds. The forms of such opinions are included as APPENDIX B – "FORMS OF APPROVING LEGAL OPINIONS OF BOND COUNSEL" attached hereto.

The Internal Revenue Code of 1986, as amended (the "Code") imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of its investment earnings with respect to the Bonds. The District has covenanted to comply with the provisions of the Code relating to such matters and the opinion of Bond Counsel assumes continuing compliance with such covenants. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Bonds do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value and marketability (liquidity) of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver

opinions substantially different from the opinions shown in APPENDIX B – "FORMS OF APPROVING LEGAL OPINIONS OF BOND COUNSEL." The extent of changes in Bond Counsel's opinions cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on July 15, 20__ through and including July 15, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold, the "OID Issue Price") of the Discount Bonds and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 15 and July 15 (with straight-line interpolation between compounding dates). The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 15, 20___, through and including July 15, 20__ (collectively, the "Premium Bonds"), are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial

Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

[The Board has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Code, which relates to the ability of certain financial institutions to deduct interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. Representatives of the Board will represent and warrant that they do not anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2023 will exceed $10,000,000. – to be confirmed upon final sizing of the transaction]

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") is expected to assign the rating of "AA" to the Bonds with the understanding that the Policy will be delivered by the Bond Insurer (as defined herein) simultaneously with the issuance of the Bonds. S&P has also assigned the underlying rating of "___" to the Bonds. Such ratings reflect only the view of S&P. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. Such ratings may be revised or withdrawn entirely at any time by S&P if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Bonds. The District will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" hereto.

BOND INSURANCE

[Bond Insurer Disclosure]

RISK FACTORS RELATED TO BOND INSURANCE

The following are risk factors relating to bond insurance generally. If the District determines to obtain the Policy for the Bonds, in the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely from *ad valorem* property taxes as described under "SECURITY FOR AND SOURCES OF PAYMENT." In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer's financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District, the Underwriter, the Financial Advisor, the Developer or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

UNDERWRITING

The Bonds will be purchased by the Underwriter at an aggregate purchase price of $_____, pursuant to a purchase contract (the "Bond Purchase Contract") entered into by and between the District and the Underwriter. If the Bonds are sold to produce the yields shown on the inside front cover pages hereof, the Underwriter's compensation will be $_____. The Bond Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover pages hereof. The initial offering yields set forth on the inside front cover pages may be changed, from time to time, by the Underwriter.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the MSRB through the Electronic Municipal Market Access System of the MSRB, as described in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX C - "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the SEC's Rule 15c2-12(b)(5) (the "Rule"). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds, specifically their market price and transferability.

[To be confirmed upon receipt of the District's third party CDU report]

The District has implemented written procedures to facilitate compliance with the Prior Undertakings and the continuing disclosure undertaking related to the Bonds and future similar undertakings.

FINANCIAL ADVISOR

Hilltop Securities Inc. (the "Financial Advisor") has been engaged by the District for the purpose of advising the District as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the District's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the District. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy and completeness of the information contained herein.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented, and is currently representing, the Underwriter with respect to other financings and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and may do so in the future. Bond Counsel also serves and has served as bond counsel for one or more of the political subdivisions that the District territorially overlaps. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

The Underwriter and the Financial Advisor have underwritten or acted as financial advisor with respect to bonds issued by the City and other overlapping political subdivisions.

This Official Statement has been approved, executed and delivered by the District.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT

By: _____

Chairman, Board of Directors

APPENDIX A

INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA

The following information concerning the City is for background information only as the District lies within the geographical limits of the City. THE BONDS ARE NOT AN OBLIGATION OF THE CITY IN ANY RESPECT. THE BONDS ARE DIRECT GENERAL OBLIGATIONS OF THE DISTRICT, PAYABLE FROM AD VALOREM TAXES LEVIED AGAINST ALL TAXABLE PROPERTY IN THE DISTRICT, AS DESCRIBED UNDER THE HEADING "SECURITY FOR AND SOURCES OF PAYMENT."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"), approximately four miles south of Interstate 10 on State Route 85. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass approximately 650 square miles and the City sits at an elevation of 888 feet above sea level. Not all property within the perimeter boundaries of the City is annexed into the City, however, over 392 square miles are annexed into the City.

The following table illustrates respective population statistics for the City, the County, and the State.

POPULATION STATISTICS

Calendar Years	City of Buckeye	Maricopa County	State of Arizona
2023 Estimate *(a)*	109,729	4,665,020	7,525,113
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339
1980 Census	3,434	1,509,175	2,716,546

(a) Estimate as of December 2023.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Government

The City operates under a Council-Manager form of government. The "Council" is comprised of the Mayor and six Councilmembers. The Mayor is elected at large every four years. Councilmembers each represent a district and are elected to staggered four-year terms. The Council appoints a Manager who has full responsibility for carrying out Council policies and administering operations.

The City provides a portion of its residents with water and sewer services; electricity is provided by Arizona Public Service Company, natural gas is provided by Southwest Gas Company and telephone service is provided by CenturyLink Communications Inc. In some areas of the City, water and/or sewer services are provided by private utility companies.

Economy

The Roosevelt Irrigation District and Buckeye Water Conservation and Drainage District canals provide a renewable supply of water for the City's farming needs. Employment for the City's residents is provided by agricultural activity services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located approximately 20 miles west of the City and is outside the boundaries of the City. The close proximity of the City to the greater Phoenix metropolitan area also provides employment. Part of the City's agricultural production includes Pima cotton which is processed in local cotton gins and exported worldwide. See below for certain historic employment information and a list of major employers located in and within close proximity of the City.

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail	1,470
State of Arizona	Government	1,020
City of Buckeye	Government	670
Buckeye Elementary School District No. 33	Education	500
Fry's Food Stores	Education	480
Clayton Homes Inc.	Homebuilder	440
Litchfield Elementary School District No. 79	Education	400
Funko LLC	Distribution	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District No. 25	Education	180

Source: Maricopa Association of Governments, Employer Database.

The table below illustrates the unemployment rate averages for the City.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Buckeye *(a)*
2024 *(b)*	4.6%
2023	4.6
2022	4.5
2021	6.1
2020	8.1
2019	5.0

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Substate area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data is not seasonally adjusted, is preliminary and is an average of January 2024 through February 2024. Data accessed April 5, 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The County's economy is based on high technology manufacturing, light manufacturing and commercial activities (including construction and trade), tourism, government and agriculture. The table below illustrates the employment structure of the County.

NON-AGRICULTURAL EMPLOYMENT STRUCTURE
Maricopa County, Arizona

	2024 Percent of Total *(a)*
Mining and construction	7.2%
Manufacturing	6.0
Trade, transportation and utilities	19.5
Information	1.7
Financial activities	8.8
Professional and Business Services	16.3
Educational and Health Services	16.9
Leisure and Hospitality	10.2
Services and miscellaneous	3.2
Government	10.2
Total	100.0%

(a) Data through February 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

LABOR FORCE AND NONFARM EMPLOYMENT
Maricopa County, Arizona

	2024 *(a)*	2023	2022	2021	2020	2019
Mining and construction	168,550	157,900	150,500	139,100	135,100	134,300
Manufacturing	141,000	128,200	134,200	133,700	129,900	129,700
Trade, transportation, and utilities	460,050	446,200	444,600	427,100	401,900	399,000
Information	40,100	41,100	42,600	39,700	37,400	40,000
Financial activities	208,200	217,200	214,800	214,300	206,600	200,500
Professional and business services	384,850	390,800	385,500	367,400	352,200	362,400
Educational and health services	399,050	371,400	353,500	339,100	329,300	332,300
Leisure and hospitality	239,650	236,000	227,300	206,200	187,200	227,100
Other services	75,100	68,100	70,400	66,800	60,100	68,400
Government	239,750	224,600	215,800	216,500	218,400	222,100
	2,356,300	2,281,500	2,239,200	2,149,900	2,058,100	2,115,800

(a) Data through February 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table illustrates taxable sales collections for the City.

MUNICIPAL PRIVILEGE TAX COLLECTIONS
City of Buckeye, Arizona
($000s omitted)

Fiscal Year	Amount
2022/23	$73,679
2021/22	62,067
2020/21	52,929
2019/20	40,276
2018/19	33,415

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.

Bank Deposits

The following table illustrates bank deposits for the County.

BANK DEPOSITS
Maricopa County, Arizona
(in millions)

Fiscal Year	Amount
2023	$163,826
2022	178,327
2021	158,003
2020	132,017
2019	107,879

Source: Federal Deposit Insurance Corporation.

APPENDIX B

FORMS OF LEGAL OPINIONS OF BOND COUNSEL

[Closing date]

District Board
Festival Ranch Community Facilities District
(City of Buckeye, Arizona)

Re: Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
General Obligation Bonds, Series 2024 [(Bank Qualified)]

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $8,000,000* aggregate principal amount of Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (Bank Qualified) (the "*Bonds*"), dated [Closing Date], issued by the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. ___-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024 (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, at the same time and in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient, together with any money from other sources lawfully available, to pay the principal of and interest on the Bonds when due.

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* *Subject to change.*

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

[Closing date]

District Board
Festival Ranch Community Facilities District
(City of Buckeye, Arizona)

Re: Festival Ranch Community Facilities District
(City of Buckeye, Arizona)
General Obligation Refunding Bonds, Series 2024 [(Bank Qualified)]

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $3,305,000* aggregate principal amount of Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024 (Bank Qualified) (the "*Bonds*"), dated [Closing Date], issued by the Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. ___-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024 (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof and the refunding of the Bonds Being Refunded (as defined in the Resolution) are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds, without limit as to rate, except that the total aggregate of taxes levied to pay the principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate amount of principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded; and subject further to the rights vested in the owners of such Bonds Being Refunded to the payment of such Bonds Being Refunded from the same tax source in the event of a deficiency in the monies placed in trust for the purpose of providing for payment of principal of, premium, if any, and interest on such Bonds Being Refunded. The owners of the Bonds must rely on the sufficiency of the monies placed irrevocably in trust for payment of the Bonds Being Refunded. Subject to the foregoing, it is required by law that there be levied, assessed and collected, in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient to pay the principal of and interest on the Bonds, when due.

---

* *Subject to change.*

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$8,000,000* GENERAL OBLIGATION BONDS, SERIES 2024	$3,305,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

(CUSIP BASE NUMBER 315598)

This Undertaking is executed and delivered by Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (collectively, the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

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* *Subject to change.*

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 3, 4, 6, 7 and 10 of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH***

TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs

and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

FESTIVAL RANCH COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Bond Registrar and Paying Agent for DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the

Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof. The Beneficial Owners should confirm this information with DTC or the DTC participants.

APPENDIX E

AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

RESOLUTION NO. 06-24 (Festival Ranch)

A RESOLUTION OF THE BOARD OF DIRECTORS OF FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS AND THE BONDS BEING REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A FINANCIAL ADVISOR, A DEPOSITORY TRUSTEE AND A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS RELATING TO AND SECURING THE PAYMENT OF THE BONDS, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AWARDING THE BONDS TO THE PURCHASER THEREOF; DELEGATING THE AUTHORITY TO APPROVE THE METHOD OF SALE AND TO APPROVE AND DEEM FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT, IF APPLICABLE; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

BE IT RESOLVED by the Board of Directors (the "*Board*") of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") as follows:

Section 1. Findings.

A. Authorizing Election. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("*A.R.S.*"), as amended (the "*Enabling Act*"), and a resolution adopted by the Board, an election was ordered and called on May 25, 2005, to submit to the qualified electors of the District or to those persons who were otherwise qualified to vote (the "*Election*") the question of authorizing the Board to issue general obligation bonds of the District to provide moneys for certain public infrastructure purposes consistent with the General Plan of the District. The Board canvassed the Election and resolved that such bonds were authorized to be issued.

B. Prior Bonds. Pursuant to (i)(a) the Enabling Act, (b) Resolution No. 06-12 adopted June 5, 2012, and (c) an Indenture of Trust and Security Agreement, dated as of July 1, 2012, by and between the District and Zions Bancorporation, National Association (successor in interest to Wells Fargo Bank, N.A.), as trustee, the District previously issued its District General Obligation Bonds, Series 2012 (the "*2012 Bonds*") and (ii)(a) the Enabling Act, and (b) Resolution 14-13 adopted November 5, 2013, the District previously issued its General Obligation Bonds, Series 2013 (the "*2013 Bonds*" and, collectively with the 2012 Bonds, the "*Prior Bonds*"). The Prior Bonds were issued to provide funds for a portion of certain public infrastructure purposes authorized in the Election and described in feasibility studies prepared in connection with the issuance of each series of the Prior Bonds.

C. Bonds Being Refunded. The Board has determined that it is expedient to refund all or a portion of the outstanding Prior Bonds (the "*Bonds Being Refunded*") and that the

issuance by the District of certain General Obligation Refunding Bonds, Series 2024 (the "*Bonds*") and the application of the net proceeds of the Bonds to pay at maturity or earlier redemption the Bonds Being Refunded are necessary and advisable and in the best interests of the District.

D. No Election. Pursuant to the Enabling Act and the Refunding Act (as defined herein), the District may refinance the Bonds Being Refunded with the proceeds of the Bonds without an election on the issuance of the Bonds; provided, however, that pursuant to Title 35, Chapter 3, Article 4, A.R.S., as amended (the "*Refunding Act*"), the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded.

E. Tax Levy. Upon issuance of the Bonds, the Board (i) shall enter in its minutes a record of the Bonds sold and their numbers and dates and (ii) shall annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient, together with moneys from the sources described herein, to pay Debt Service (as such term is defined in the Enabling Act) when due.

F. Method of Sale. The firm of Hilltop Securities Inc. will serve as the District's financial advisor (the "*Financial Advisor*") with respect to the Bonds, and by this resolution the Board shall delegate authority to the District Treasurer to determine, with the advice of the Financial Advisor, the method of sale of the Bonds.

G. Registrar. Pursuant to the Enabling Act, if the Bonds are sold to the Underwriter (as defined herein) in a negotiated sale, the District has determined to enter into a Bond Registrar, Transfer Agent and Paying Agent Contract, to be dated as of the first day of the month of the dated date of the Bonds (the "*Registrar Contract*"), or such other date as set forth in the Purchase Contract (as defined herein), by and between the District and U.S. Bank Trust Company, National Association, acting as bond registrar, transfer agent and paying agent (the "*Registrar*" and the "*Paying Agent*", as the case may be), to process the issuance, registration, transfer and payment of the Bonds. The Board has determined by this resolution to authorize the issuance and sale of the Bonds and, in order to provide terms for the Bonds and to provide for authentication and delivery of the Bonds, to authorize the execution and delivery of the Registrar Contract. If the Bonds are placed by the Placement Agent (as defined herein), the Registrar Contract may not be required as set forth in the Direct Purchase Agreement (as defined herein).

H. Depository Trust Agreement. Pursuant to the Enabling Act and the Refunding Act, the Board has also determined to enter into a Depository Trust Agreement, to be dated as of the first day of the month of the dated date of the Bonds (the "*Depository Trust Agreement*"), or such other date as set forth in the Purchase Contract, by and between the District and U.S. Bank Trust Company, National Association, as depository trustee (the "*Depository Trustee*"), with respect to the safekeeping and handling of money and obligations, if any, to be held in trust for the payment of the Bonds Being Refunded. Alternatively, the District Treasurer, with the advice of the Financial Advisor, may determine that the Depository Trust Agreement is

not necessary and the District Treasurer may direct the application of the proceeds of the Bonds as necessary for the refunding of the Bonds Being Refunded.

I. Purchase Contract; Direct Purchase Agreement. The Board intends to issue the Bonds through any or all of the following methods as determined by the District Treasurer, with the advice of the Financial Advisor: (1) selling the Bonds to Stifel, Nicolaus & Company, Incorporated (acting in this capacity, referred to herein as the "*Underwriter*"), through negotiation with the Underwriter and pursuant to a bond purchase agreement, to be dated of even date with the sale of the Bonds to the Underwriter (the " *Purchase Contract*"), in substantially the form now on file with the District Clerk, to be executed and delivered by and between the District and the Underwriter, on such terms as may hereafter be approved by the District Manager or District Treasurer, or (2) placing the Bonds with one or more financial institutions (collectively, the "*Purchaser*") with the aid of Stifel, Nicolaus & Company, Incorporated (acting in this capacity, referred to herein as the "*Placement Agent*"), pursuant to the terms of a placement agent agreement by and between the District and the Placement Agent (the "*Placement Agent Agreement*"), in the customary form as approved by the District Manager or District Treasurer, the terms of such placement may hereafter be approved by the District Manager or District Treasurer and may be evidenced by a written certificate, receipt, continuing covenant agreement or other similar purchase commitment for similar placement transactions (collectively, the "*Direct Purchase Agreement*").

J. Qualified Investor. If the Bonds are placed pursuant to a Direct Purchase Agreement with the Purchaser, the Purchaser may be required to execute a Certificate of Qualified Investor in form and substance satisfactory to the District Manager, District Treasurer and Bond Counsel (as defined herein).

K. Bond Documents. There have been placed on file with the District Clerk and presented in connection herewith (i) the proposed form of the Depository Trust Agreement, (ii) the proposed form of the Purchase Contract relating to the Bonds, if the Bonds are sold to the Underwriter, (iii) the proposed form of the Registrar Contract, if the Bonds are sold to the Underwriter, (iv) the proposed form of a continuing disclosure undertaking, to be dated the date of delivery thereof and applicable if the Bonds are sold to the Underwriter, and (v) the proposed form of the Preliminary Official Statement relating to the Bonds if the Bonds are sold to the Underwriter, to be dated the date determined by the District Manager (the "*Preliminary Official Statement*") and which, with such completions and changes as may be necessary will constitute the form of the Final Official Statement (the "*Final Official Statement*"). The documents described in clauses (i) through (v) of this paragraph, inclusive, are referred to collectively as the "Bond Documents." If the Bonds are placed with a Purchaser, "Bond Documents" shall include the Placement Agent Agreement and the Direct Purchase Agreement and shall not include the Purchase Contract, Registrar Contract, continuing disclosure undertaking and Preliminary Official Statement.

L. Authorization to Execute, Issue and Sell. Within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter or Purchaser in accordance with the Purchase Contract or the

Direct Purchase Agreement, as applicable, and at such prices, interest rates, maturities and redemption features as may be hereafter determined.

Section 2. Authorization; Method of Sale.

A. Authorization. The Board hereby authorizes the Bonds to be executed, issued and sold in the aggregate principal amount of not to exceed $3,305,000, in one or more series, on one or more issuance dates. The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution, the Enabling Act and the Refunding Act and delivered against payment therefor by the Underwriter or the Purchaser, as applicable. The Bonds so authorized shall be designated "Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024" or such other name as designated in the Purchase Contract or the Direct Purchase Agreement, as applicable. The series designation of the Bonds may change if the Bonds are sold in a later calendar year, and such series designation shall be reflected in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds shall be issued for the purpose of providing funds to be used to refund the Bonds Being Refunded and to pay the costs of issuance of the Bonds. The Board finds and determines that it is expedient, necessary and advisable that the District refund some or all of the Prior Bonds to lower the aggregate tax burden for the District's taxpayers. The Board hereby requires that the present value of the Debt Service savings, net of all costs associated with the Bonds, shall be not less than zero percent (0.00%) of the principal amount of the Bonds Being Refunded. This resolution shall evidence the exercise by the Board of its option to refund and defease the Bonds Being Refunded.

B. Method of Sale. The District Treasurer is hereby authorized and directed to determine, upon consultation with the Financial Advisor, the method of sale of the Bonds. If the District Treasurer determines to sell the Bonds to the Underwriter via a negotiated sale, the District Treasurer shall, with the assistance of the Financial Advisor, negotiate the prices, interest rates, maturities, and redemption features in conformance with the parameters of this resolution and the District shall execute and deliver the Purchase Contract. If the District Treasurer determines to place the Bonds directly to one or more financial institutions, the District Treasurer is hereby authorized to prepare a request for proposals or similar document with the assistance of the Placement Agent and to receive bids from potential purchasers. In such method of sale, the District Treasurer, with the assistance of the Financial Advisor and the Placement Agent, is hereby authorized and directed to review the bids received and award the Bonds to the most qualified bidder, and such award shall be evidenced by the Direct Purchase Agreement. The District Treasurer may engage in negotiations with one or more bidders as the District Treasurer deems appropriate. The District Treasurer may also reject all bids received. Any bid submitted shall be deemed agreement by the bidder with the terms of this resolution and the bidder's unconditional offer to be bound by the terms of this resolution.

Section 3. Terms.

A. Bonds.

(i) The Bonds will be dated the date set forth in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds will mature on July 15 in some or all of

the years 2024 to 2033, inclusive, and will bear interest from their dated date to the maturity or prior redemption date of each of the Bonds at the rate or rates set forth in the Purchase Contract or Direct Purchase Agreement, as applicable, provided that the bond yield, calculated in the manner bond yield is determined for arbitrage rebate purposes pursuant to the regulations of the Internal Revenue Code of 1986, as amended (the "*Code*"), shall not exceed six percent (6.00%).

(ii) The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds, including series designation, purchase price and provision for original issue discount and original issue premium, shall be as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable, and approved as set forth in this resolution and such approval shall be evidenced by the execution and delivery of the applicable Purchase Contract or the Direct Purchase Agreement. The Bonds are expected to be initially issued in fully-registered form, and, if purchased by the Underwriter, in book-entry form, in denominations of $5,000 of principal amount each or integral multiples thereof, equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is used and then discontinued, the Bonds will be in denominations of $5,000 of principal each or integral multiples in excess thereof (or in such other denominations as set forth in the Purchase Contract). If placed with the Purchaser, the Bonds will be in denominations of $100,000 of principal or integral multiples of $1,000 in excess thereof (or in such other denominations as set forth in the Direct Purchase Agreement). Interest on the Bonds shall be payable semiannually on each January 15 and July 15 (each an "*Interest Payment Date*") during the term of the Bonds, commencing July 15, 2024 (or on such other date as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable).

(iii) Any default rate or taxable interest rate in the Direct Purchase Agreement shall not exceed six percent (6.00%), and the implementation of any default rate or taxable rate shall not (a) violate the ad valorem tax levy permissible under the Refunding Act, or (b) negate the net present value Debt Service savings described in Section 2(A) hereof.

B. Book-Entry-Only System. If the Bonds are sold to the Underwriter, the Bonds may be administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations (as defined herein), and so long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, New York, New York ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the District and DTC). The District will enter into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds (if sold to the Underwriter in a negotiated sale) and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds (if sold to the Underwriter in a negotiated sale).

C. Registration.

(i) If the Bonds are sold to the Underwriter, the Bonds may be registered in the Book-Entry-Only System. If the Book-Entry-Only System is

discontinued, the Registrar's registration books shall show the registered owners of the Bonds. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. If the Book-Entry-Only System is discontinued, the Bonds will be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds.

(ii) If the Bonds are placed with the Purchaser, the Bonds may be registered in the name of the Purchaser. In the event the Bonds are placed with the Purchaser, the Bonds may not be transferred unless (i) to a transferee that is a Qualified Investor (as defined herein) and provides the District with a completed Certificate of Qualified Investor and (ii) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For purposes of the Bonds, if placed with the Purchaser, "Qualified Investor" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified Investor. The District and the Purchaser may provide other terms and provisions for the signatures, authentication, registration, transfer and exchange of the Bonds in the Direct Purchase Agreement.

D. Payment.

(i) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent by check mailed to the registered owner thereof at such registered owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

(ii) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by a registered owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such registered owner.

(iii) Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds."

(iv) If the Bonds are placed with the Purchaser, the principal and premium, if any, on the Bonds shall be payable upon surrender thereof at the designated office of the District. If the Bonds are placed with the Purchaser, the interest on the Bonds will be payable on each Interest Payment Date by the District by wire transfer to an account within the United

States of America designated by the Purchaser, or subsequent transferee, or by check mailed to the Purchaser, or subsequent transferee, at the address on file with the District.

(v) The District and the Underwriter or the Purchaser, as applicable, may provide for other terms for the payment of principal of, premium, if any, and interest on the Bonds and the redemption of the Bonds in the Purchase Contract or the Direct Purchase Agreement, as applicable.

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Section 4. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable. Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered for cancellation (i) by the District to the Registrar (if the Bonds are sold to the Underwriter) or (ii) by the Purchaser, or subsequent transferee, to the District (if the Bonds are placed with the Purchaser), the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption.

(i) If the Bonds are sold to the Underwriter, and so long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC or any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(ii) If the Bonds are sold to the Underwriter, notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(iii) If the Bonds are placed with the Purchaser, notice of any redemption will be mailed by first class mail, postage prepaid, to the registered owner, at the address shown on file with the District, not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. The Purchaser and the District may agree to additional notice provisions in the Direct Purchase Agreement.

(iv) In either case of a sale of the Bonds to the Underwriter or the placement of the Bonds with the Purchaser, if moneys for the payment of the redemption price of the Bonds and accrued interest are not held in separate accounts by the District or the Paying Agent prior to sending notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force or effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent or District, as applicable, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. Except as otherwise provided by the Book-Entry-Only System (if the Bonds are sold to the Underwriter), any Bond that is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent or at the designated office of the District, as applicable, and the District shall execute and the Paying Agent or the District, as applicable, shall authenticate and deliver to the registered owner of such Bond, without a service charge, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such registered owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond or Bonds so surrendered.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, (a) notice of such redemption has been given in accordance with provisions hereof or (b), as applicable, the District has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption.

If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 5. **Security**. For the purpose of paying the principal and premium (if any) of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Taxes levied with respect to the payment of principal of and interest on the Bonds shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and further, if the trust accounts held or created to pay principal of, premium, if any, and interest on the Bonds Being Refunded are insufficient to make such payments when due, any taxes levied to pay principal of and interest on the Bonds shall first be applied to the payments of amounts due on the Bonds Being Refunded. The proceeds of the taxes shall be kept in a special fund of the District entitled the "Bond Fund" and shall be used only for the payment of principal, interest, premium, if any, or administration costs as above-stated.

Upon creation of any trust accounts for payment of the Bonds Being Refunded, all moneys collected during the current fiscal year that would otherwise have been credited to the respective Debt Service fund for each series of the Bonds Being Refunded shall be credited to the Interest and Redemption Accounts of the Bond Fund created to service the Bonds.

Section 6. **Use of Proceeds**. Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the net proceeds or the proceeds, as applicable, from the sale or placement of the Bonds shall be immediately transferred, as applicable, to the registrar and paying agent for the Bonds Being Refunded or to the Depository Trustee, and those proceeds shall be set aside, together with certain funds of the District, if any, required to pay the Bonds Being Refunded, in, as applicable, the Debt Service funds for the Bonds Being Refunded or special trust funds maintained by the Depository Trustee and shall be used to pay the principal of and interest on the Bonds Being Refunded. As applicable, the Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received and the moneys so held shall be secured as deposits of public moneys in an irrevocable, segregated and separate account apart from all other funds and investments of the District and shall be held for the sole and exclusive benefit of the holders of each series of the Bonds Being Refunded until final payment thereof. If the proceeds of the Bonds are transferred to the Depository Trustee, the Depository Trustee shall disburse a portion of the proceeds to pay the costs and expenses of the issuance of the Bonds pursuant to the Depository Trust Agreement. If the proceeds of the Bonds are transferred to the

registrar and paying agent for the Bonds Being Refunded, a portion of the proceeds of the Bonds shall be transferred to the District and used to pay the costs and expenses of the issuance of the Bonds, and the net proceeds, after such transfer to the District, shall be transferred to the registrar and paying agent for the Bonds Being Refunded. If the net proceeds of the Bonds are transferred to the registrar and paying agent for the Bonds Being Refunded, such moneys shall be administered in accordance with the existing bond registrar, transfer agent and paying agent contract, resolution or indenture applicable to the particular series of the Bonds Being Refunded.

Any balance of the net proceeds of the Bonds remaining after either of (i) creation of the trusts for the Bonds Being Refunded or (ii) transfer to the registrar and paying agent of the Bonds Being Refunded, shall be transferred to the Bond Fund for the Bonds.

Section 7. Form of Bonds. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract or the Direct Purchase Agreement, as applicable, and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. As applicable, the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. As applicable, each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Board and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 8. Execution of Bonds and Bond Documents; Instructions Pertaining to the Bonds Being Refunded.

A. Bonds.

(i) The Bonds shall be executed for and on behalf of the District by the District Chair, attested by the District Clerk and countersigned by the District Treasurer by their manual or facsimile signatures. If the signatures are affixed or imprinted by facsimile means, the District Chair, District Clerk, and District Treasurer shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid.

(ii) If the Bonds are purchased by the Underwriter, no Bond shall be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. If the Bonds are placed with the Purchaser, no Bond shall be valid or binding until authenticated by the manual signature of an authorized officer of the District. The signature of the authorized representative of the Registrar or the District, as the case may be, shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Bond Documents.

(i) The forms, terms and provisions of the Bond Documents in substantially the forms of the Bond Documents (including the exhibits thereto) currently on file with the District Clerk or otherwise described herein, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the District Chair, the District Manager, the District Treasurer and the District Clerk or any of such officers (collectively, the "*Authorized Officers*") are each hereby authorized and directed to execute the Bond Documents, as may be required.

(ii) The Authorized Officers are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Underwriter, and the terms of the Placement Agent Agreement and District Purchase Agreement if the Bonds are placed with a Purchaser, and to execute and deliver the Bond Documents in substantially the form on file with the District Clerk with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. Execution of the Bond Documents by such officers shall be conclusive evidence of such approval. The District Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical, facsimile or electronic means.

(iii) In the event any member of the Board or officer of the District is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Board may act in the capacity of such member or officer for the purpose of discharging such obligation or duty.

C. Instructions Pertaining to the Bonds Being Refunded. The District Manager and District Treasurer are each hereby authorized to direct the respective registrar or trustee of the Prior Bonds as to matters pertaining to the transaction contemplated hereby, including the distribution of redemption notices. Further, the Authorized Officers are each hereby authorized and directed to (i) enter into any necessary agreements with the registrar or trustee of the Prior Bonds and (ii) direct such registrar or trustee of the Prior Bonds to take such action or provide such notices to effectuate the transactions contemplated by this resolution and the Bond Documents.

Section 9. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the Registrar or the District, as applicable, shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the District and the Registrar, as applicable, in connection therewith and, in the case of the Bond destroyed or lost, filing with the District and the Registrar, as applicable by the registered owner evidence satisfactory to the District and the Registrar, as applicable, that such Bond was destroyed or lost,

and furnishing the District and the Registrar, as applicable, with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

Section 10. Acceptance of Offer; Sale of Bonds; Purchase Contract Approval.

A. Purchase Contract. As applicable, the Underwriter or the Purchaser shall purchase the Bonds pursuant to the form of Purchase Contract, submitted to and on file with the District Clerk, or Direct Purchase Agreement, as applicable, and such proposal, as supplemented by the final terms as contemplated by this resolution, is hereby authorized and approved. When the final terms of the Bonds are known, the Purchase Contract or Direct Purchase Agreement, as applicable, shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Purchase Contract or Direct Purchase Agreement to be completed and executed and to finalize the terms thereof, including, but not limited to, establishing the principal amount of Bonds sold, the maturity amounts, maturity dates, interest rates and optional and mandatory redemption provisions; provided, however, that the parameters of this resolution shall govern the Purchase Contract or Direct Purchase Agreement, as applicable, as finalized; and provided further, that none of the Authorized Officers are authorized to insert in the Purchase Contract or Direct Purchase Agreement, as applicable, any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Contract or Direct Purchase Agreement, as applicable, the Bonds are ordered sold to the Underwriter or Purchaser. The execution and delivery of the Purchase Contract or the Direct Purchase Agreement, as completed, shall be conclusive evidence of such approval of the final terms and provisions.

B. Bond Delivery. The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter or the Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Contract or Direct Purchase Agreement.

C. Discount; Premium. Any other provision of this resolution to the contrary notwithstanding, if the Bonds are sold for less than par, the aggregate amount of discount and interest shall comply with A.R.S. § 48-722, as amended, and any net premium on the Bonds shall be applied in accordance with the Refunding Act and specifically A.R.S. § 35-473.01, as amended.

Section 11. Funds and Accounts. The District Treasurer shall create the following fund and accounts which shall be held separate and apart and used only as provided herein:

Bond Fund, which shall include:

(i) Principal Account;

(ii) Interest Account; and

(iii) Redemption Account.

The money deposited to the fund and accounts created hereby, together with all investments thereof and investment income therefrom, shall be held in trust by the District and applied solely as herein provided.

Section 12. **Deposits to and Application of Bond Fund**. The District shall deposit or shall cause, at the applicable times set forth below, to be immediately deposited from the tax levy described in Section 15 hereof to the Bond Fund to the credit of the applicable accounts: (i) to the Principal and Interest Accounts, as applicable, on each December 14 and June 14 or, if either such date is not a Business Day (as defined herein), then the first Business Day immediately preceding such date, all amounts collected by or remitted to the District from the collections of taxes levied pursuant to this resolution; (ii) to the Redemption Account, amounts transferred from the Principal and Interest Accounts or other funds deposited pursuant to any optional or mandatory redemption of the Bonds; and (iii) such other funds as the District shall, from time to time, at its option deem advisable. The Principal, Interest and Redemption Accounts of the Bond Fund shall be applied solely to pay principal of (including any mandatory redemption amount then due), interest on and the redemption price with respect to the Bonds, respectively.

Section 13. **Registrar and Paying Agent**.

A. Sale to Purchaser. If the Bonds are sold to the Purchaser, the District may function as the registrar and the paying agent for the Bonds.

B. Sale to Underwriter. If the Bonds are sold to the Underwriter, this Section 13(B) shall apply. If the Book-Entry-Only System is discontinued, pursuant to the Registrar Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration or transfer and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the registered owners.

C. Registrar and Paying Agent; Changes. Initially U.S. Bank Trust Company, National Association, will act as, and is hereby designated as, the Registrar and the Paying Agent with respect to the Bonds. The District may change the Registrar or the Paying Agent without notice to or consent of registered owners of the Bonds and the District may act in any such capacity.

D. Moneys Held in Trust. The Paying Agent, and any subsequent paying agent, shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

E. Authenticating Agent. The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

F. Registration and Transfer of Bonds. The Registrar shall keep a separate register for the Bonds. The register shall show the registered owners of the Bonds and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its

requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

G. Record Date. The "*Record Date*" for the Bonds shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day. Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made payable to and mailed to the Owner shown on the books of the Registrar as of the close of business on the respective Record Date.

H. Transfer after Record Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed; if the transfer of any Bond that has been called or selected for call for redemption in whole or in part is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

I. Authentication of Bonds. The Registrar shall authenticate Bonds for original issue in the aggregate principal amount of not to exceed $3,305,000 upon the written request of the District. The aggregate principal amount of Bonds outstanding at any time may not exceed those amounts except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 14. Other Actions Necessary. The Authorized Officers shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this resolution and the Bond Documents, including without limitation, engaging certified public accountants to verify the arithmetical calculations pertaining to the Bonds Being Refunded, if applicable, and the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Bonds.) The District Manager or District Treasurer may agree, on behalf of the District, to provide annual continuing disclosure regarding the District to the Underwriter or the Purchaser, as applicable, and such parties as the Underwriter or the Purchaser may request and to use the services of a dissemination agent to satisfy such request.

Section 15. **Tax Levy**.

A. Annual Levy. For each year while any Bond is outstanding, and subject to the limitations set forth in Section 5 above, the Board shall annually levy and thereafter forward to Maricopa County for collection an ad valorem tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any moneys from any sources authorized pursuant to the Enabling Act, pursuant to this resolution and provided for under the Bond Documents, to pay Debt Service when due, and to pay the District's operation and maintenance expenses. In no event shall that portion of the tax rate utilized to pay the operation and maintenance expenses of the District, in any year, exceed $0.30 per $100 of assessed valuation.

B. Deposit to Bond Fund. Moneys derived from the levy of the tax provided for in this Section when collected and allocated to the Bonds constitute funds to pay Debt Service on the Bonds and shall be deposited in the Bond Fund and shall be kept separately from other funds of the District as set forth in Section 5 above (after deduction of the property tax revenues levied and utilized for the payment of the District's operation and maintenance expenses).

C. Annual Statements. The Board shall make annual statements and estimates of the amount to be raised to pay Debt Service on the Bonds and to pay other such costs of the District as are permitted under "public infrastructure purposes" as provided in the Enabling Act. The Board shall file the annual statements and estimates with the District Clerk and shall publish a notice of the filing of the estimate. The Board, on or before the date set by law for certifying the annual budget of the District, shall fix, levy and assess the amounts to be raised by ad valorem taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona (the "*State*"). All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

Section 16. **No Obligation of City or Other Entity**. Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) is pledged to the payment of the Bonds. The Bonds will be obligations of the District only. None of the City of Buckeye, Arizona, the State nor any political subdivision thereof (other than the District) will have any obligation with respect to Debt Service for the Bonds.

Section 17. **Resolution a Contract**. This resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner that would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution, the Bonds and the Bond Documents is hereby authorized and approved, and it is ordered and directed to execute, deliver and perform such agreements.

Section 18. **Ratification of Actions**.

A. Ratification. All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and that further the issuance and sale of the Bonds as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

B. Consent. This Board hereby acknowledges Gust Rosenfeld P.L.C.'s representation of the Underwriter in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

Section 19. **Distribution of Disclosure Documents**. If applicable, the preparation and dissemination of the Preliminary Official Statement, in substantially the form currently on file with the District Clerk, is hereby authorized and approved. Its distribution by the Underwriter is hereby authorized and approved, and will be used if the Bonds are sold in a negotiated sale. The Preliminary Official Statement shall be in a form that is approved and may be deemed "final" for all purposes of the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, by any of the Authorized Officers. Any of the Authorized Officers shall approve and cause the Final Official Statement, in substantially the form of the Preliminary Official Statement referred to above, to be prepared and distributed in connection with the sale of the Bonds. The Authorized Officers are each hereby authorized to execute and deliver the Final Official Statement on behalf of the District.

Section 20. **Tax Covenants**.

A. Covenant to Maintain Tax Exemption. In consideration of the purchase and acceptance of the Bonds by the registered owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the District covenants with the registered owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

B. Closing Documents. The Authorized Officers are each hereby authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The District Manager, the District Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("*Bond Counsel*"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

C. Rebate. The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The Authorized Officers are each hereby authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

D. Further Acts. The District agrees that it will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

E. Authorized Representatives. The Board hereby authorizes the District Treasurer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post issuance compliance policies and matters.

Section 21. Other Moneys. The District Treasurer is authorized and directed to transfer such amounts of money from the District's Bond Fund as are or may be necessary to complete the refunding of the Bonds Being Refunded.

Section 22. Bond Insurance or Credit Enhancement. The Authorized Officers are each hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Authorized Officers to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof.

Section 23. Redemption of Prior Bonds and Weighted Average Maturity. Some or all of the maturities of the Prior Bonds may be refunded. Those selected for refunding are referred to herein as the Bonds Being Refunded. The District Chair and the Board hereby order that the maturities of the Prior Bonds and the times that the Bonds Being Refunded will be redeemed will be determined by the District Treasurer and will be as set forth in the Official Statement. The weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.

Section 24. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision,

sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 25. **Cancellation of Agreement**. The District hereby gives notice to the Registrar, the Paying Agent and the Underwriter or Purchaser, as applicable, that A.R.S. § 38-511, provides that, within three years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the other party to the agreement in any capacity or a consultant to such other party with respect to the subject matter of the agreement.

Section 26. **Depository Trustee Selection**. If necessary, the District Manager and District Treasurer are each hereby authorized and directed to receive proposals and select a depository trustee that is qualified to serve in such capacity. The District Treasurer, with advice from the Financial Advisor, may alternatively determine that the Depository Trust Agreement is not necessary, and is hereby authorized and directed to administer the application of the proceeds of the Bonds to refund the Bonds Being Refunded.

Section 27. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance of any part thereof.

Section 28. **Limitation on Repeal of Resolution**. After any of the Bonds are authenticated and delivered by the Registrar to the Underwriter, or by the District to the Purchaser, as applicable, upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, canceled and discharged.

Section 29. **Effective Date**. This resolution shall be effective immediately.

[Signatures on following page]

PASSED AND ADOPTED by the District Chair and Board of Directors of the Festival Ranch Community Facilities District (City of Buckeye, Arizona) on May 7, 2024.

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
Chair, District Board

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Festival Ranch Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. [__]-24 (Festival Ranch), was duly passed by the Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

[Signature page to Resolution]

EXHIBIT A

(Form of Bond)

Number: R-_____ Denomination: _____

[***If the Bonds are sold in a public offering via negotiated sale*** **-** Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[***If the Bonds are privately placed*** **–** RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," WHICH MEANS A QUALIFIED INSTITUTIONAL BUYER, AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR, THE FORM OF WHICH IS ATTACHED HERETO.]

UNITED STATES OF AMERICA
STATE OF ARIZONA

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION REFUNDING BOND, SERIES 2024

[***If the Bonds are sold in a public offering via negotiated sale***]

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 15, ____	_____, 2024	[315598]

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____.00)

[***If the Bonds are privately placed***]

Interest Rate	Maturity Date	Original Dated Date
[ ]%	[ ]	[ ]

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____ AND NO/100 DOLLARS ($_____)]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) a community facilities district formed by the City of Buckeye, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the "*District*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 15 and July 15 of each year, commencing [July 15, 2024], and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year composed of 360 days consisting of 12 months of 30 days each.

[if bonds privately placed, INSERT DETERMINATION OF TAXABILITY, DEFAULT RATE, EVENT OF DEFAULT, IF APPLICABLE]

Principal of, interest and any premium on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the District and DTC.

The "*Record Date*" for the bond shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*business day*")) immediately preceding the applicable interest payment date, or if such date is not a business day, the previous business day.

[if bonds privately placed - Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the registered owner hereof, as shown on the registration books maintained by the District, at the address appearing therein at the close of business on the first day of the calendar month next preceding the interest payment date. Annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of this bond.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due, as limited as described herein.

This bond is one of a series of general obligation refunding bonds in the aggregate principal amount of [$_____] of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the District to provide funds to refund certain previously issued and outstanding bonds of the District, pursuant to a resolution of the Board of Directors of the District duly adopted prior to the issuance hereof (the "*Resolution*"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation refunding bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged; provided, however, that the total aggregate of taxes levied to pay principal and interest on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of

providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded.

Notwithstanding the above description of payment for the bonds being refunded with the tax levy in the event of an escrow deficiency, should this bond be refunded in advance of its maturity with proceeds of refunding bonds in the future, the holders of such bond so refunded shall rely on the sufficiency of the funds or securities held in trust for the payment of such bond so refunded. Payment of the bond being refunded at that time in the future shall in no way infringe on the rights of the holders of the subsequent refunding bonds to rely on a tax levy for the payment of principal of and interest on such subsequent refunding bonds if the funds or securities held in trust for payment of the bond so refunded prove insufficient.

Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State of Arizona, or any political subdivision thereof (other than the District) is pledged to the payment of the bonds.

So long as the book-entry-only system is in effect, the registrar shall notify DTC of redemption in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any bond redeemed prior to its stated maturity date shall be mailed by first class mail to each registered owner of the bond or bonds not more than 60 days nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. The registrar also agrees to send notice of redemption to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system in the manner required by the MSRB. Failure to properly give notice of redemption (other than to the MSRB) shall not affect the redemption of any bond for which notice was properly given. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or the paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and the notice shall be of no force and effect. When so called for redemption, the bonds will cease to bear interest on the date fixed for redemption if on that date sufficient funds for such redemption are on deposit at the place of payment.

The registrar and the paying agent on the original issue date is U.S. Bank Trust Company, National Association. The registrar or the paying agent may be changed by the District without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar upon surrender and cancellation of this bond, but only in the manner and subject to the limitation on transfer and upon payment of the charges provided in the Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the authorizing resolution. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the Record Date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the Record Date.

The registrar may, but need not, register the transfer of this bond if it has been selected for redemption and need not register the transfer of this bond for a period of 15 days before selection of this bond to be redeemed; if the transfer of this bond, after it has been called or selected for call for redemption in whole or in part, is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with this bond. If the registrar transfers or exchanges this bond within the period referred to above, interest on this bond shall be paid to the person who was the owner at the close of business of the registrar on the Record Date as if such transfer or exchange had not occurred.

Notwithstanding any provisions hereof or of the Resolution, however, the obligation of the District to make money available to pay this bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Obligations (as such term is defined in the Resolution) sufficient for such purpose as described in the Resolution.

Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal each or integral multiples of $5,000.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

[if bonds privately placed - Notwithstanding any other provision of this Bond to the contrary, this Bond is nontransferable unless the transferee or transferees provide the registrar and paying agent a completed certificate of sophisticated municipal market investor or certificate of qualified investor, as the case may be, in the form included in this Bond.

This Bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit I, and who agrees to comply with all applicable federal and state securities laws.]

The District has caused this bond to be executed by the District Chair of its Board of Directors, attested by the District Clerk, and countersigned by the District Treasurer, which signatures may be manual or by facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the District and the occurrence of certain other conditions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
District Chair, Board of Directors

ATTEST:

_____
District Clerk

COUNTERSIGNED:

_____
District Treasurer

- - - -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ (Custodian) Custodian for _____ (Minor) Under Uniform Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received the undersigned subject to the transfer restrictions described in the within bond, hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee):

_____
_

(Print or typewrite Social Security or other identifying number of transferee: _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____ _____, attorney, to transfer the within bond on the book kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar and Paying Agent.

NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within Bond in every particular.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT I

[FORM OF CERTIFICATE OF QUALIFIED INVESTOR]

FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

Re: $[_____] Festival Ranch Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bond, Series 2024

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the above-captioned bond (hereinafter referred to as the "*Bond*"), such Bond being in the original aggregate principal amount of $[_____], bearing the number R-1. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with a present intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the resolution of Festival Ranch Community Facilities District (City of Buckeye, Arizona) (the "*District*") authorizing the issuance of the Bond, adopted on May 7, 2024 (the "*Resolution*"). The undersigned understands that, unless the Board of Directors of the District terminates the transfer restrictions described in the Resolution and herein, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter substantially in the form of this letter and promptly provide such letter to the District before any transfer of the Bond to such transferee will be registered. [The Bond may only be transferred in whole (and not in part)].

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "*Qualified Investor*").

4. The undersigned understands that: (i) the Resolution and the Bond are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bond are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bond must comply with federal and state securities laws, (iv) any sale or transfer of the Bond, or interests therein, must be to Qualified Investors, (v) the Bond will not be listed on any stock or other securities exchange, (vi) the Bond will not carry any bond rating from any rating service, (vii) the Bond is not likely to be readily marketable, and (viii) the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in that act.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein by the undersigned, and agrees to hold the District harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its purchase decision and after such evaluation, the undersigned understood and knew that the purchase of the Bond involved certain risks, including, but not limited to, limited security and source for payment of the Bond, the status of development and its impact on the collection of ad valorem taxes for payment of the Bond, and the probable lack of any secondary market for the Bond. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in purchasing the Bond. Other than information specifically provided by the District, the undersigned is not relying on the District in making its decision to purchase the Bond.

7. The undersigned acknowledges that the District and the respective officers, directors, board members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bonds.

Dated: _____.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 3.C. Resolution No. 04-24 Sundance CFD General Obligation Refunding Bonds, Series 2024
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Sundance
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Sundance Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 04-24 authorizing the issuance of its General Obligation Refunding Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds and the Bonds being refunded; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor, a Depository Trustee and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; adopting written continuing disclosure compliance procedures in connection with the issuance of Bonds of the District; and ratifying all actions taken or to be taken to further this Resolution.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
The Board will consider issuing bonds (the "Refunding Bonds:) to refund its outstanding District General Obligation Bonds, Series 2014 (the "Outstanding Bonds") in order to achieve savings on annual debt service payments. The Refunding Bonds will be used to pay off all of the Outstanding Bonds, effectively replacing the Outstanding Bonds with Refunding Bonds at a lower interest rate.

BENEFITS:
The District will achieve savings on its annual debt service by replacing the Outstanding Bonds with Refunding Bonds at a lower interest rate. The result will be lower annual debt service payments and cost savings on the previously-issued bonds.

FUTURE ACTION:
Approval of Resolution No. 04-24 will have the effect of authorizing the District Manager, District Clerk and the District Treasurer to execute and deliver documents necessary to issue the Refunding Bonds and will require no further action by the Board.

FINANCIAL IMPACT STATEMENT:
The Refunding Bonds will result in anticipated net present value savings which shall not be less than 0% of the principal amount of the Outstanding Bonds. Actual savings will depend on interest rates at closing.

BUDGETED:

Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8000

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
695014922_v 1_Sundance CFD GO Ref 2024 - Continuing Disclosure Undertaking(6105078.1).docx
AGR - Sundance CFD GO Ref 2024 - BPA (GT 3.6.24)(6105075.1).docx
AGR - Sundance CFD GO Ref Bonds Ser 2024 - Registrar Contract (007)(4.16.24)(6096780.7).docx
AGR - Sundance CFD GO Rfdg Bonds Srs 2024 - Depository Trust Agreement (007)(4.15.24)(6084442.7).docx
RES - Sundance CFD GO Ref Bonds Ser 2024 - Authorizing Resolution (006)(4.16.24)(6084171.6).docx
POS_Sundance CFD_GO Ref Bnds Srs 2024 (DRAFT) 04-15-24(6097805.4) (002).pdf

CONTINUING DISCLOSURE UNDERTAKING

$____,000
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

(CUSIP BASE NUMBER 86724P)

This Undertaking is executed and delivered by Sundance Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES [1, 2, 3, 4, 6, 9 and 10] of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or

financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

[Signature page follows.]

Dated: _____, 2024

SUNDANCE COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

[Signature page to Continuing Disclosure Undertaking]

$____,000
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

_____, 2024

Sundance Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: District Manager

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement (this "Bond Purchase Agreement") with Sundance Community Facilities District (City of Buckeye, Arizona) (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer's written acceptance hereof on or before 11:59 p.m., Arizona Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Delivery includes sending in the form of a facsimile or telecopy or via the internet as a portable document format (PDF) file or other replicating image attached to an electronic message.

1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's General Obligation Refunding Bonds, Series 2024 in the aggregate principal amount of $____,000 (the "Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer and the Underwriter acknowledge and agree that: (i) the transaction contemplated by this Bond Purchase Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or

is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement. The Issuer has consulted its own legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities, interest rates per annum and related yields are set forth in the Schedule attached hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the resolution adopted by the Board of Directors of the Issuer (the "District Board") on May 7, 2024 (the "Bond Resolution").

The purchase price for the Bonds shall be $_____ (the "Purchase Price"), representing the aggregate of (a) the par amount of the Bonds, plus (b) the [net] reoffering premium on the Bonds of $_____ and less (c) an underwriting discount on the Bonds of $_____.

For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, $_____ from the proceeds of the Bonds to the Insurer (as defined herein) as payment of the bond insurance premium for the Policy (as defined herein).

2. Public Offering. The Underwriter intends to make an initial *bona fide* public offering of all of the Bonds at not in excess of the public offering prices (or not less than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Official Statement and may subsequently change such offering prices (or yields) (but in all cases subject to the requirements of Section 3 hereof). The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Official Statement (but in all cases subject to the requirements of Section 3 hereof).

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer on the Closing Date (as defined herein) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Gust Rosenfeld P.L.C. ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in the Schedule attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to

the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) The close of the fifth (5th) business date after the sale date; or

(ii) The date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

A. (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing

Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

B. to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

C. to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the

requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

4. <u>The Official Statement</u>.

(a) A copy of the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), including the cover page, the inside front cover page and the Appendices thereto, as amended and supplemented, of the Issuer relating to the Bonds has been provided to the Underwriter. The Preliminary Official Statement, as amended to reflect the changes required in connection with the pricing and sale of the Bonds, as amended and supplemented, is hereinafter called the "Official Statement."

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby deems the Preliminary Official Statement final as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for

completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended and supplemented (the "Rule").

(c) The Issuer represents that the District Board has reviewed and approved the information in the Preliminary Official Statement and hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Issuer ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Bond Purchase Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Bond Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Bond Purchase Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the end of the underwriting period (as defined in the Rule), and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or circumstance which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter or the Issuer, such fact or circumstance requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the Electronic Municipal Market Access system of the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

5. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(c) The Issuer is a community facilities district duly organized and validly existing pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Enabling Act"), and has full legal right, power and authority under the Enabling Act and the Bond Resolution to (i) authorize, execute, deliver and issue, as applicable (A) this Bond Purchase Agreement, (B) the Bonds, (C) a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), between the Issuer and _____, as bond registrar, transfer agent and paying agent (the "Bond Registrar"), (D) a Depository Trust Agreement, dated as of _____ 1, 2024 (the "Depository Trust Agreement"), between the Issuer and _____, as depository trustee (the "Depository Trustee"), and (E) a Continuing Disclosure Undertaking, dated the Closing Date, which satisfies the requirements of Section (b)(5)(i) of the Rule (the "Undertaking" and, collectively with this Bond Purchase Agreement, the Bond Registrar Contract and the Depository Trust Agreement, the "Issuer Documents"); (ii) sell, issue and deliver the Bonds to the Underwriter as provided herein; and (iii) carry out and consummate the transactions contemplated by the Bond Resolution, the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all material respects, with the terms of the Enabling Act, the Bond Resolution and the Issuer Documents as they pertain to such transactions.

(d) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents, and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement.

(e) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights and, in the case of the Undertaking, annual appropriation of amounts to pay for compliance therewith, and the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Bond Purchase Agreement, will constitute legal, valid and binding obligations of the Issuer, entitled to the benefits of the Bond Resolution, and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights, and all actions necessary shall have been or shall be taken to the extent such action may be taken at or prior to the Closing to create a legal, valid and binding levy on all of the taxable property within the boundaries of the Issuer of a direct, annual, ad valorem property tax, unlimited as to rate or amount with respect to the Acquisition Bonds, and unlimited as to rate but limited in amount with respect to the Refunding Bonds so that the

total aggregate of taxes levied shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded (as defined in the Official Statement) from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded.

(f) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument.

(g) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Bond Resolution, the Issuer Documents, and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.

(h) The Bonds conform to the descriptions thereof contained in the Official Statement under the heading "THE BONDS"; the Bond Resolution conforms to the description thereof contained in the Official Statement under the heading "THE BONDS – Authorization and Purpose"; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the heading "THE BONDS – Authorization and Purpose" and the Undertaking will be in substantially the form contained in Appendix D to the Official Statement.

(i) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or overtly threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, the refunding of the Bonds Being Refunded or the levying, assessment, or collection of the property taxes for the payment of the Bonds pursuant to the Bond Resolution or in any way contesting or affecting the adoption of the Bond Resolution or the validity or enforceability of the Bonds or the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the

issuance of the Bonds, the refunding of the Bonds Being Refunded, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bond Resolution, the Bonds or the Issuer Documents.

(j) The Preliminary Official Statement as of its date did not, and the Official Statement as of the date hereof does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Bond Purchase Agreement), at all times subsequent to the acceptance hereof during the period up to and including the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(m) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds.

(n) The Issuer, at the expense of the Underwriter, will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to (A) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(o) The financial information regarding the Issuer in the Official Statement fairly presents the financial position and results of the Issuer as of the dates and for the periods therein set forth; prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer; and the Issuer is not a party to any litigation or other proceeding pending or overtly threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

(p) To the extent the Issuer may agree to do so pursuant to applicable law, prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Underwriter which approval will not be unreasonably withheld.

(q) The Issuer has executed and delivered or shall execute and deliver prior to the Closing, and in time for the Closing to occur at its specified time, the documents required to cause the Bonds to be eligible for deposit with DTC (as defined herein).

(r) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Bond Purchase Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(s) Except as disclosed in the Official Statement, the Issuer is in material compliance with each and every continuing disclosure undertaking entered into pursuant to the Rule for the past five years.

(t) The Issuer has submitted the information required with respect to previous issuances of bonds and securities pursuant to Section 35-501(B), Arizona Revised Statutes.

6. Closing.

(a) At 8:00 a.m. MST, on _____, 2024, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing Date"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 of this Bond Purchase Agreement by wire transfer payable in immediately available funds to the order of the Issuer (the "Closing"). Payment for the Bonds as aforesaid shall be made at the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Bonds shall be made to The Depository Trust Company, New York, New York ("DTC"). The Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution, and

shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Bond Purchase Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Bond Resolution, the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriter to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds, the Bond Resolution and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Bond Registrar shall have duly authenticated the Bonds;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Bond Purchase Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by the Chairman of the District Board, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The Issuer Documents;

(4) The approving opinion of Bond Counsel, dated the Closing Date, with respect to the Bonds, in substantially the form attached to the Official Statement;

(5) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter and in substantially the form attached hereto as Exhibit B.

(6) An opinion of counsel to the Underwriter, dated the Closing Date, addressed to the Underwriter and in substantially the form attached hereto as Exhibit C;

(7) A certificate, dated the Closing Date, of appropriate representatives of the Issuer substantially to the effect that:

(i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) except as described in the Official Statement, no litigation or proceeding or tax challenge against the Issuer is pending or, to the best of such representatives' knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and levying, assessing and collecting the property taxes from which the Bonds are payable pursuant to the Bond Resolution, nor to the best of such representatives' knowledge, is there any

basis therefor, wherein an unfavorable decision, ruling or finding would materially, adversely affect the validity or enforceability of the Bond Resolution, the Bonds or the Issuer Documents or have a material, adverse effect on the financial condition of the Issuer;

(iii) the Bond Resolution has been duly adopted by the District Board, is in full force and effect and has not been modified, amended or repealed; and

(iv) no event affecting the Issuer has occurred since the date of the Preliminary Official Statement to the date hereof and the date of the Official Statement to the Closing Date which should be disclosed in the Preliminary Official Statement or the Official Statement, as applicable, for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading as of the time of Closing, and the information contained in the Preliminary Official Statement and the Official Statement is correct in all material respects and, as of the date of the Preliminary Official Statement and the date hereof and as of the date of the Official Statement did not, and as of the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(8) A certificate, dated the Closing Date, of appropriate representatives of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (a) setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of their knowledge and belief, there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(9) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(10) Evidence that S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, has issued a rating for the Bonds of "AA" based on issuance of the Policy and that S&P has issued an underlying rating for the Bonds of "____" (together, the "Ratings"), and that the Ratings are then in effect;

(11) The filing copy of the Information Return Form 8038-G (IRS) for the Bonds;

(12) The filing copy of the Report of Bond and Security Issuance for the Arizona Department of Administration pursuant to Section 35-501(B), Arizona Revised Statutes;

(13) A certificate of the Depository Trustee to the effect that moneys sufficient to effectuate the refunding of the Bonds Being Refunded have been received and that such moneys have been deposited under the Depository Trust Agreement;

(14) A verification report of Public Finance Partners LLC (the "Verification Agent"), dated the Closing Date, as described under the heading "VERIFICATION OF MATHEMATICAL COMPUTATIONS" in the Official Statement and a written consent of the Verification Agent to the reference made to it in the Official Statement;

(15) Evidence that _____ (the "Insurer") has issued its municipal bond insurance policies (referred to together herein as the "Policy") with respect to each series of the Bonds as well as appropriate opinions and certifications from the Insurer relating to the Policy; and

(16) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations and warranties of the Issuer contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 9(c) hereof shall continue in full force and effect.

8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Bond Purchase Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States,

or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon income of the general character to be derived by the Issuer pursuant to the Bond Resolution, or upon interest received on obligations of the general character of the Bonds, or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the American Stock Exchange or other major exchange shall be in force or other disruptive events, occurrences or conditions in the securities or debt markets shall have occurred, or the establishment of minimum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Bond Purchase Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations or the Insurer;

(l) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(m) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(n) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(o) additional events or announcements related to the COVID-19 virus and its impact result in cancelation of orders from investors or the inability of investors to proceed with the purchase of their Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Bonds; and

(p) United States Treasury Certificates of Indebtedness, Notes or Bonds – State and Local Government Series or acceptable open market securities shall be unavailable for purchase and/or delivery in the amounts, maturities and prices or yields required pursuant to the Depository Trust Agreement.

9. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, but only from proceeds of the sale of the Bonds or other legally available funds of the Issuer should the Issuer determine to apply funds for such purposes, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds and preparation and printing or posting of the Preliminary Official Statement and the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel to the Underwriter; (iii) the fees and disbursements of the Bond Registrar, the Depository Trustee and the Verification Agent; (iv) the fees and disbursements of Hilltop Securities Inc., as financial advisor to the Issuer; (v) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (vi) the fees and expenses incurred by the Issuer or the Underwriter for the Ratings and the Policy; and (vii) reimbursement of normally occurring "out of pocket" expenses incurred by the Underwriter on the Issuer's behalf.

(b) The Underwriter shall pay (i) the cost of any Blue Sky Survey and Legal Investment Memorandum; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by it in connection with the public offering of the Bonds.

(c) If this Bond Purchase Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Bond Purchase Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Bond Purchase Agreement, the Issuer will reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Bond Purchase Agreement or the offering contemplated hereunder.

(d) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to the address set forth on the first page of this Bond Purchase Agreement, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 8501 N. Scottsdale Road, Suite 250, Scottsdale, Arizona 85253, Attention: Nicholas J. Dodd, Managing Director.

11. Parties in Interest. This Bond Purchase Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement, and (iii) any termination of this Bond Purchase Agreement.

12. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. Choice of Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the law of the State.

14. Severability. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

15. Business Day. For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. Section Headings. Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

17. Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

18. Cancellation of Bond Purchase Agreement. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the

subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the Issuer hereunder except as required by such Section 38-511. Each of the parties hereto hereby certifies that it is not presently aware of any violation of Section 38-511 which would adversely affect the enforceability of this Bond Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

[Signature page follows.]

If you agree with the foregoing, please sign the enclosed counterpart of this Bond Purchase Agreement and return it to the Underwriter. This Bond Purchase Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart hereof shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

.....
Nicholas J. Dodd, Managing Director

ACCEPTED THIS ____ DAY OF
_____ 2024 at …..….. P.M.

SUNDANCE COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By……...
District Treasurer

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., Attorney
for the District

……..

[Signature page to Bond Purchase Agreement]

SCHEDULE

$____,000
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

Dated Date: _____, 2024

Maturity (July 15)	Principal Amount	Interest Rate	Yield

No Redemption. The Bonds will not be subject to redemption prior to maturity.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

Raymond James & Associates, Inc. ("Raymond James"), as underwriter for the Sundance Community Facilities District (City of Buckeye, Arizona) (the "Issuer") General Obligation Refunding Bonds, Series 2024 (the "Bonds"), based on its knowledge regarding the sale of the Bonds, certifies as of this date as follows:

(1) **Issue Price**.

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price at the respective yield listed in Schedule A attached hereto (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity of the Bonds is $[_____] (the "Issue Price").]

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto (the "Sale Price" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, Raymond James offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the "Initial Offering Prices" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement, dated _____, 2024, between Raymond James and the Issuer, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Raymond James has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is $[_____] for the Bonds (the "Issue Price").]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) Raymond James offered, on or before the Sale Date, each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule A. The aggregate of the Initial Offering Prices of each Maturity is $[_____] (the "Issue Price").

(B) As set forth in the Bond Purchase Agreement, dated _____, 2024, between Raymond James and the Issuer, Raymond James has agreed in writing that, (i) for each Maturity of the Bond, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Raymond James has not offered or sold any Maturity of the Bond at a price that is higher than the respective Initial Offering Price for that Maturity of the Bond during the Holding Period.]

[(B),(E), or (C)] Definitions. [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."]

["Holding Period" means, for each Hold-the-Offering-Price Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Raymond James has sold at least 10% of such Maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Issue is [DATE].]

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial

sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

All capitalized terms not defined in this certificate have the meaning set forth in District's Tax Certificate.

The signer is an officer of Raymond James and duly authorized to execute and deliver this Certificate of Raymond James. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gust Rosenfeld P.L.C., as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [Closing Date]

RAYMOND JAMES & ASSOCIATES, INC.

By:.....

Title:.....

SCHEDULE A

$____,000
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

General Rule Maturities

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

[Hold-the-Offering-Price Maturities]

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Raymond James & Associates, Inc.
8501 N. Scottsdale Road
Suite 250
Scottsdale, Arizona 85253

Re: Sundance Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024

WE HAVE ACTED as Bond Counsel to Sundance Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance this date by the Issuer of the captioned bonds (the "Bonds") and otherwise as counsel to the Issuer. The Bonds are issued under the resolution adopted by the Board of Directors of the Issuer on May 7, 2024 (together, the "Resolution"), are the subject of an Official Statement, dated _____, 2024 (the "Official Statement"), and are the subject of a Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), by and between the Issuer and Raymond James & Associates, Inc. (the "Underwriter"), a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), by and between the Issuer and _____, as registrar, a Depository Trust Agreement, dated as of _____ 1, 2024 (the "Depository Trust Agreement"), by and between the Issuer and _____, as depository trustee, and a Continuing Disclosure Undertaking, dated even date hereof (the "Undertaking" and, collectively with the Bond Registrar Contract, the Depository Trust Agreement and the Purchase Contract, as the "District Documents"), from the Issuer. (You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.)

IN OUR CAPACITY as Bond Counsel, and as counsel as described hereinabove to the Issuer, we have examined and relied upon:

(i) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);

(ii) An executed copy of the Bond Registrar Contract;

(iii) An executed copy of the Depository Trust Agreement;

(iv) An executed copy of the Official Statement;

(v) An executed copy of the Purchase Contract;

(vi) An executed copy of the Undertaking;

(vii) Such other agreements, certificates, opinions, letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(viii) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Issuer and the Underwriter relating to the District Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district for purposes set forth in Section 48-708(B), Arizona Revised Statutes, as amended, pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. Adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law,

ordinance, administrative regulation, court order or consent decree to which the Issuer is subject.

3. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bonds), is required in connection with the adoption by the Issuer of the Resolution or the authorization, execution, delivery, issuance and performance, as applicable, by the Issuer of the District Documents and the Bonds and the consummation of the transactions contemplated by the Official Statement.

4. The Issuer has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution, delivery and issuance, as applicable of, and the performance of its obligations under, the District Documents and the Bonds and (ii) the taking of the actions required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents.

5. The District Documents have been duly authorized, executed and delivered by the Issuer and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the available records of the Superior Court in and for the State of Arizona, County of Maricopa and the United States District Court for the District of Arizona for the five-year period ending ....., 2024, and upon inquiry of Issuer officials, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (i) which in any way questions the powers of the Issuer referred to hereinabove or the validity of the proceedings taken by the Issuer in connection with the sale and issuance of the Bonds, (ii) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Purchase Contract or by the Official Statement) or (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement. Further, there are no lawsuits pending or threatened against the Issuer which question the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate,

have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover thereof, under the headings "THE DISTRICT," "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT" (except the information included under the subheading "*Ad Valorem* Property Taxation in the District"), "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District," "LITIGATION," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings) and "RELATIONSHIP AMONG PARTIES" (only as it relates to Bond Counsel) therein and in APPENDIX B - "FORM OF LEGAL OPINION OF BOND COUNSEL" and APPENDIX D - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Furthermore, based solely on our participation in the transaction as Bond Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date hereof, contained or contain any untrue statement of a material fact or omitted or omit, respectively, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view is expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting The Depository Trust Company or _____.

8. It is not necessary in connection with the sale and issuance of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

Our opinions expressed in paragraph 5 hereof are qualified to the extent that the enforceability of the District Documents is dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help,

subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshalling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and the addressee in connection with the Bonds or by virtue of this opinion. This opinion is solely for the addressee's benefit and, except as specifically stated herein, is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This opinion speaks only as of its date, and no republication is intended upon the sale, assignment, conveyance or transfer of the Bonds by the Underwriter.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO UNDERWRITER

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Closing Date]

Raymond James & Associates, Inc.
8501 N. Scottsdale Road
Suite 250
Scottsdale, Arizona 85253

Re: Sundance Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024

We have acted as counsel to you in connection with the purchase by you of the captioned Bonds (collectively, the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), between you and Sundance Community Facilities District (City of Buckeye, Arizona). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Contract.

As your counsel, we have examined the Preliminary Official Statement, the Official Statement, the Bond Resolution, the Undertaking, the Securities Act of 1933, as amended (the "1933 Act"), the Trust Indenture Act of 1939, as amended (the "1939 Act"), the rules, regulations and interpretations under the 1933 Act and the 1939 Act, and Rule 15c2-12 (the "Rule") prescribed under the Securities Exchange Act of 1934, as amended (the "Act"). In addition, we have examined originals (or copies certified or otherwise identified to our satisfaction) of such other instruments, certificates and documents as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid instruments, certificates and other documents.

In providing the statement of belief set forth in the paragraph immediately below, reference is made to the Preliminary Official Statement and the Official Statement. As your counsel, we reviewed the Preliminary Official Statement and the Official Statement and participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or in the Official Statement, and we have not undertaken to verify independently any of such factual matters.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that

cause them to believe that the Preliminary Official Statement, as of its date or as of the date of the Purchase Contract, or the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, information concerning the Policy and the Insurer, information concerning The Depository Trust Company and the book-entry system for the Bonds, and information under the headings "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" and in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" contained or incorporated by reference in the Preliminary Official Statement or the Official Statement and its Appendices, which we expressly exclude from the scope of this paragraph.

We also have rendered legal advice and assistance to you as to the requirements of the Rule prescribed under the Act, in connection with your review, for purposes of the Rule, of the Undertaking. Based upon our examination of the items referenced in this letter, including the Undertaking and the Rule, and subject to the limitations expressed above, we are of the opinion that, under existing law, the Undertaking satisfies paragraph (b)(5)(i) of the Rule, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices at the time and in the manner required by the Rule.

Based upon our examination of the items referenced in this letter, we are further of the opinion that it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the 1939 Act. For purposes of rendering such opinion, we have relied on the legal conclusions expressed by Gust Rosenfeld P.L.C., as Bond Counsel, as to the validity of the Bonds and the exclusion of interest on the Bonds from the gross income of their owners for federal income tax purposes.

We have not investigated independently the accuracy of any legal conclusions upon which we have relied that are expressed by other counsel; however, attorneys in our firm rendering legal services in connection with this matter are not presently aware of any information that leads us to believe that it would be unreasonable to rely upon those legal conclusions.

References in this letter to "attorneys in our firm rendering legal services in connection with this matter" refer only to those attorneys now with this firm who rendered legal services in connection with our representation of you in this matter.

Our engagement with respect to the matters addressed in this letter is concluded upon the delivery of this letter. The views expressed in this letter are as of, and are based upon the law in effect on, the date of this letter. Those views may be affected by actions taken or omitted or events occurring after the date of this letter, and we assume no obligation to revise or supplement this letter or to determine or to inform any person if such law changes or if any such actions are taken or omitted or any such events occur.

This letter is furnished solely for your benefit in connection with your purchase of the Bonds, and this letter may not, without our prior express consent, be used, circulated, quoted or otherwise referred to (except in lists or sets of closing documents), or be relied upon by any other person or for any other purpose.

Respectfully submitted,

FEDERAL TAXPAYER I.D. NO. 86-0339500

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____] 1, 2024 (this "*Contract*"), is made and entered into between the **SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (hereinafter called the "*District*") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** in its capacity as transfer agent and registrar (hereinafter called the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 04-24 (Sundance) (the "*Bond Resolution*"), the District will issue its General Obligation Refunding Bonds, Series 2024 (the "*Bonds*"), in the aggregate principal amount of $[_____]. The Board of Directors of the District (the "*Board*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services which shall include, but not be limited to, (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the District the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to, (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to: (i) providing a billing to the District at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than the time established by DTC, on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the District; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information, for six years after payment; and (vii) making proof of such payments available to the District or any registered owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) next preceding the applicable interest payment date, or if such day is not a Business Day, the previous Business Day. Normal transfer activities will continue after the Record Date but the interest payments will be mailed to the registered owners of the Bonds as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**.

A. The Bank agrees to provide certain notices to the registered owners of the Bonds as required to be provided by the Bank in, and upon being provided with a copy of, the Bond Resolution. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

B. The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

C. If the moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to registered owners of the Bonds and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will deliver the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The District will transfer immediately available funds to the Bank no later than one Business Day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the District.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three Business Day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the District will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (2024/2025) is $[____].00 [(prorated)][(not prorated)] and shall be due at the initial delivery of the Bonds and shall be paid from proceeds of the Bonds. Subsequent payments shall be made by the District in accordance with this Contract.

9. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the District for its 2024/2025 fee prior to June 1, 2024, and prior to each June 1 thereafter, for each succeeding fiscal year.

10. **Costs and Expenses**. Except as provided in Section 8 hereof, the District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the District, its Board, the Treasurer of the District and all boards, commissions, officials, officers and employees of the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The Bank and the District each reserve the right to amend any individual service set forth herein or all of the services upon providing 60 days' prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and shall be vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**.

A. The Bank may resign or the District may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after

a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent.

B. In the event the Bank resigns or is replaced, the District reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, *et seq.*, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the District shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor bond registrar, transfer agent and paying agent or as reimbursement if the District acts as bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the District or its agents, to comply with the requirements of the Arizona Department of Administration pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the District for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The District, or its duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owners thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owners of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law)

following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the owners of such Bonds arising under such Bond shall be made upon the District and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds that are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges of the Bank and the District in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the District of evidence satisfactory to the Bank and the District that such Bond was destroyed or lost, and furnishing the Bank and the District with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The District has agreed in the Bond Resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate that may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the District, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the District may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The District may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Arbitrage Rebate Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership of the Bond.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep such papers, information and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the District during the Bank's normal business hours. The Bank and its subcontractors shall reasonably cooperate with the District's random inspections, including granting the District entry rights onto their property to perform the random inspections, granting the District access to, and use of, the Information; provided, that the District agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 29 and, subject to the requirements of law, including the public records law of the State, the District will preserve the confidentiality of any information, records or papers the District views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**. To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Bank's role as registrar, transfer agent and paying agent pursuant to Section 15 hereunder.

33. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____] 1, 2024.

SUNDANCE
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By_____
District Chairman

ATTEST:

_____
District Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page to the Bond Registrar, Transfer Agent and Paying Agent Contract]

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this "*Agreement*") dated as of [_____] 1, 2024, by and between the **SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (the "*District*") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association authorized to do trust business in the State of Arizona, as depository trustee (the "*Depository Trustee*") and acknowledged by **ZIONS BANCORPORATION, NATIONAL ASSOCIATION** (successor in interest to Zions First National Bank) a national banking association authorized to do trust business in the State of Arizona, as registrar of the hereinafter defined Bonds Being Refunded (the "*Refunded Registrar*");

W I T N E S S E T H:

WHEREAS, the following bonds of the District have been issued and are currently outstanding (the "*Bonds Being Refunded*"):

Dated Date	Name	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Being Refunded	Redemption Date (July 15)	Redemption Premium on Bonds Being Refunded % of Principal
3/13/2014	General Obligation Bonds, Series 2014	$4,365,000 7,345,000	2029* 2034*	$4,365,000 7,345,000	2024 2024	-0-% -0-

*Term Bond.

; and

WHEREAS, by a resolution adopted on May 7, 2024 (the "*Resolution*"), the Board of Directors of the District has authorized the issuance, sale and delivery of $[_____] in aggregate principal amount of the District's General Obligation Refunding Bonds, Series 2024 (the "*Bonds*"); and

WHEREAS, the Bonds are being issued to currently refund the Bonds Being Refunded; and

WHEREAS, the Resolution authorizes and directs the District to enter into an irrevocable trust agreement with the Depository Trustee for the safekeeping and handling of the moneys and/or investment securities to be held in trust to pay the Bonds Being Refunded and to pay costs of issuance of the Bonds; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Depository Trustee. Pursuant to this Agreement, the Depository Trustee has received for deposit to the account of the District the amount of $[_____] as follows:

Bond Proceeds	$[_____]
Less: Underwriter's Discount:	[_____]
Less: Bond Insurance Premium	[_____]
TOTAL:	$[_____]

Such proceeds of the Bonds shall be applied as follows: (a) $[_____] shall be deposited to the Trust Account (as defined herein), of which $[_____] shall be used to purchase Government Obligations (as defined herein) and $[__.__] held as cash, to currently refund and to provide for payment of principal and interest on the Bonds Being Refunded on July 15, 2024, and (b) $[_____] shall be deposited to the Costs of Issuance Account (as defined herein) to pay costs of issuance of the Bonds.

Section 2. Trust Account. Excluding the $[_____] that shall be held by the Depository Trustee in the Costs of Issuance Account separate from the Trust Account and used to pay costs of issuance, the Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Depository Trustee hereunder in an irrevocable segregated and separate trust account separate from all other funds and investments deposited with the Depository Trustee (the "*Trust Account*") for the sole and exclusive benefit of the holders of the Bonds Being Refunded until final payment thereof.

Section 3. Government Obligations. On the date of initial delivery of the Bonds, the Depository Trustee shall invest the proceeds of the Bonds deposited in the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (the "*Government Obligations*") as follows: $[_____] shall be applied to create a portfolio of moneys and Government Obligations as described in *Exhibit A* hereto and $[__.__] will be held uninvested as an initial cash deposit to the Trust Account, all to refund the Bonds Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall keep adequate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Depository Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. Code Provisions. The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery of this Agreement, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Bonds and the Bonds Being Refunded to be, or continue to

be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be used to pay principal of or interest on the Bonds Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Bonds of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Bonds), produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted. At the time of execution and delivery of this Agreement, if a Government Obligation cannot be purchased on an established market or a bona fide bid price cannot be established at a yield that does not exceed the yield restriction applicable to the moneys to be invested regarding the Government Obligations, investments are limited to United States Treasury Certificates of Indebtedness, Notes and Bonds--State and Local Government Series which yield no more than the yield on the Bonds.

(d) Notwithstanding the foregoing, any amounts held in the Trust Account and Government Obligations, respectively, may, at the written direction of the District, be invested in investments selected by the District having any yield if the parties hereto receive an opinion in form and substance satisfactory to the District of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Bonds or the Bonds Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Bonds or the Bonds Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations prior to the date such amounts are to be used to make payments on the Bonds Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Bonds Being Refunded may be disbursed from the Trust Account and returned to the District in accordance with applicable law.

The Depository Trustee shall have no obligation for determining compliance with this Section and shall not reinvest amounts credited to the Trust Account except upon receipt of written instruction of the District directing such re-investment and certifying that such re-investment is permitted by this Section 4 and Section 5.

Section 5. Investment Instructions. The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds thereof or redemption or other moneys credited to the Trust Account in Government Obligations only upon receipt by the Depository Trustee of written instructions from the District Chairman or District Treasurer to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to the District of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds Being Refunded or the Bonds to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded or the Bonds to become "arbitrage bonds" within the meaning of Section 148 of the Code, and will not adversely affect the right of the District to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally recognized certified public accountant or firm of certified public accountants or nationally recognized public finance consulting firm (a "*Verification Agent*") verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the District's instructions, to pay, when due, the principal of and interest on the Bonds Being Refunded as the same becomes due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant's report, may be withdrawn from the Trust Account and returned to the District in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Bonds are issued and delivered against payment therefor (the "*Delivery Date*"), the Depository Trustee is to receive the Government Obligations referred to above in Section 3 and *Exhibit A*. If the Depository Trustee shall not receive any of the obligations (the "*Failed Escrow Securities*"), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by a Verification Agent, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Depository Trustee may rely upon a report of a Verification Agent that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

Section 6. Moneys Not Invested. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. Timely Payments. The Depository Trustee shall make timely payments from the Trust Account in the amounts and on the dates sufficient to pay principal and interest coming due on the Bonds Being Refunded on July 15, 2024, and to redeem all of the Bonds Being Refunded on July 15, 2024.

Unless otherwise directed by the Refunded Registrar in order to determine the amounts and the dates on which principal, interest and applicable premium is due on the Bonds Being Refunded, the Depository Trustee and Refunded Registrar may rely upon the debt service schedules with respect to the Bonds Being Refunded that appear in the verification report dated [_____] 2024, prepared by Public Finance Partners, LLC, the Verification Agent, in connection with the issuance of the Bonds.

Section 8. Notices. (a) The District hereby irrevocably instructs the Refunded Registrar that the Bonds Being Refunded shall be redeemed by the Refunded Registrar on July 15, 2024. On the date of initial issuance of the Bonds, the District hereby irrevocably instructs the Refunded Registrar to send via telecopy or through other electronic means to The Depository Trust Company ("*DTC*"), and to the Municipal Securities Rulemaking Board ("*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system ("*EMMA*"), by the method required by the MSRB, the notice of refunding in substantially the form of *Exhibit B* hereto.

(b) Not more than 60 nor less than 30 days prior to the date set for redemption, the Refunded Registrar shall send via telecopy or other electronic means a notice of prior redemption of the Bonds Being Refunded in substantially the form attached hereto as *Exhibit C* to DTC and to the MSRB, currently through EMMA, by the method required by the MSRB.

(c) The District agrees to pay the expenses of the Refunded Registrar in giving all notices required hereunder pursuant to the registrar contract relative to the Bonds Being Refunded. The sole remedy in the event of any failure of the Refunded Registrar to post notices on EMMA as provided under this Section 8 shall be an action to compel performance.

Section 9. Insufficient Funds. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due, or for the payment of the fees and expenses of the Depository Trustee or the Refunded Registrar, the Depository Trustee or the Refunded Registrar, as applicable, shall promptly notify the District of such deficiency and the District shall promptly pay such amount to the Depository Trustee or the Refunded Registrar. The Depository Trustee and the Refunded Registrar shall have no liability for any such deficiency.

Section 10. Reports. On or before [_____], 2024, the Depository Trustee shall submit to the District a report covering all moneys it has received and all payments it has made under the provisions hereof during the period ending on [_____]. Such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 11. Depository Trustee Fees. For services hereunder required by this Agreement, the Depository Trustee shall be entitled to the Depository Trustee's initial fees set forth in *Exhibit D* attached hereto, such fees being due upon the initial deposit of moneys with the Depository Trustee and representing payment of the Depository Trustee's initial fee and the initial registrar and paying agent fees. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out of pocket costs, including attorneys fees.

Section 12. Transfer Upon Full Payment. When all amounts payable on the Bonds Being Refunded have become due and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Bonds Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and

investments credited to the Trust Account not required for payment of principal and interest with respect to the Bonds Being Refunded to the District Treasurer for the District's benefit.

Section 13. Agreement Irrevocable. The parties recognize that the owners of the Bonds Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account, and held in trust hereunder and that the Bonds will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner which may adversely affect the rights herein sought to be protected, until the provisions hereof have been fully carried out.

Section 14. Non-Liability. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by the Refunded Registrar of any of its obligations or to protect any of the rights of the District under any of the proceedings with respect to the Bonds Being Refunded or the Bonds. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its willful misconduct in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement in compliance with the provisions hereof.

Section 15. Costs of Issuance. The Depository Trustee is hereby authorized and directed to pay, solely from moneys deposited with the Depository Trustee for the purpose of paying the costs of issuance ($[_____]), the costs and expenses as set forth in *Exhibit D* hereto. Amounts deposited with the Depository Trustee for such purpose shall be held in a separate account (the "*Costs of Issuance Account*"). Any amounts remaining on the date six months following the date the Bonds are issued shall be transferred to the District and deposited to the Bond Fund (as defined in the Resolution) and used to pay interest on the Bonds on the next succeeding interest payment date.

Section 16. Audit. The District shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 17. Assignment; Merger. Neither this Agreement nor the trust created hereunder may be assigned by the Depository Trustee without the prior written consent of the District unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its trust business in which event the trust shall be continued by the Depository Trustee's successor in interest.

Any entity into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such entity, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in Arizona, that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall

become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

Section 18. Depository Trustee Responsibility. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would, in the Depository Trustee's sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees) in connection therewith, or until its duty as to any such action (or inaction) shall have been finally adjudicated by a court of competent jurisdiction and all applicable periods in which to appeal or seek appellate review have expired.

To the extent permitted by law, the District will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment or expense (including reasonable attorneys' fees) arising from the Depository Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the successful allegation of the Depository Trustee's negligence or willful misconduct. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement.

The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest on the Bonds Being Refunded at the respective maturities or earlier redemption of the Bonds Being Refunded. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Bonds Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the District, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the District. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and the District an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such

predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

The Depository Trustee agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Depository Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Depository Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Depository Trustee in its discretion elects to act upon such instructions, the Depository Trustee's understanding of such instructions shall be deemed controlling. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 19. Severability. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 20. Applicable Laws. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona and expresses the entire understanding of the parties hereto.

Section 21. Conflict of Interest. The District hereby gives notice to the Depository Trustee and the Refunded Registrar that Arizona Revised Statutes ("*A.R.S.*") § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 22. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee and the Refunded Registrar and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's and the Refunded Registrar's

or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District. The District retains the legal right to randomly inspect the papers and records of the Depository Trustee, the Refunded Registrar and their subcontractors who work on this Agreement to ensure that the Depository Trustee and the Refunded Registrar, and their subcontractors are complying with the above-mentioned warranty.

The Depository Trustee, the Refunded Registrar and their subcontractors warrant to keep the papers and records open for random inspection by the District during the Depository Trustee's and the Refunded Registrar's normal business hours. The Depository Trustee, the Refunded Registrar and their subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto their property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Section 23. Electronic Storage. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 24. No Boycott of Israel. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Depository Trustee and Refunded Registrar hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Section 25. Written Certification; Forced Labor of Ethnic Uyghurs Ban. To the extent A.R.S. § 35-394 is applicable, the Depository Trustee and Refunded Registrar hereby certify they do not currently, and for the duration of this Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

The foregoing certification is made to the best knowledge of the Depository Trustee and Refunded Registrar, without any current independent investigation or without any future independent investigation for the duration of this Agreement. If the Depository Trustee or Refunded Registrar, as applicable, become aware during the duration of this Agreement that it is not in compliance with such certification, the Depository Trustee and/or the Refunded Registrar shall take such actions as provided by law, including providing the required notice to the District. If the District determines that either of the Depository Trustee or the Refunded Registrar are not in compliance with the foregoing certification and have not taken remedial action, the District shall terminate the Depository Trustee's role as Depository Trustee or the Refunded Registrar's role as the Refunded Registrar pursuant to Section 18 hereunder.

Section 26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By_____
District Treasurer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Depository Trustee

By _____
Title:_____

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTIONS 8, 9, 21, 22, 24, AND 25 HEREOF:

_____
Zions Bancorporation, National Association, (successor in interest to Zions First National Bank) as Refunded Registrar

[Signature page to Depository Trust Agreement]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired for $[_____]. $[0.__] of the District's cash contribution shall be held uninvested as an initial cash deposit to the Trust Account for the refunding of the Bonds Being Refunded.

Security Type	Maturity Date	Par Amount	Price	Coupon Rate
[SLGS Certificate]	July 15, 2024	$[____]	$[____]	[___]%

EXHIBIT B

SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2014

NOTICE OF REFUNDING

CUSIP Base No. 86724P	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Being Refunded	Maturity or Redemption Date (July 15)	Redemption Premium on Bonds Being Refunded (% of principal)
BV9	3/13/2014	General Obligation Bonds,	$4,365,000	7/15/2029*	$4,365,000	2024	-0-%
BW7		Series 2014	7,345,000	7/15/2034*	7,345,000	2024	-0-

*Term Bond

The above-mentioned bonds are hereinafter referred to as the "*Bonds Being Refunded*."

Notice is hereby given that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION (successor in interest to Zions First National Bank), as Refunded Registrar

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be sent via telecopy or through other electronic means to The Depository Trust Company, Municipal Assurance Corp. and to the Municipal Securities Rulemaking Board ("*MSRB*"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT C

NOTICE OF PRIOR REDEMPTION
of the following obligations:

Sundance Community Facilities District (City of Buckeye, Arizona), General Obligation Bonds, Series 2014, dated March 13, 2014, maturing on July 15, 2029, and July 15, 2034.

Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption, subject to certain conditions, and will be redeemed on July 15, 2024. The maturity dates and amounts of the bonds to be redeemed are as follows:

CUSIP (86724P)	Maturity Date (July 15)	Coupon	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date July 15	Redemption Price (% of Principal)
BV9	2029*	4.250%	$4,365,000	$4,365,000	2024	100%
BW7	2034*	4.625	7,345,000	7,345,000	2024	100

*Term Bond

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Zions Bancorporation, National Association, (formerly known as Zions First National Bank), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Sundance Community Facilities District (City of Buckeye, Arizona) and Zions Bancorporation, National Association (formerly known as Zions First National Bank) shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any bonds. They are included solely for the convenience of the holders.

DATED: _____

ZIONS BANCORPORATION, NATIONAL ASSOCIATION (successor in interest to Zions First National Bank), as Refunded Registrar

By_____

The following is not part of this notice:

Not more than sixty nor less than thirty days prior to the date set for redemption, Zions Bancorporation, National Association, (formerly known as Zions First National Bank), shall cause a notice of any such redemption to be mailed first class mail to each registered owner. A notice shall also be sent via telecopy or through other electronic means to The Depository Trust Company, Municipal Assurance Corp. and to the Municipal Securities Rulemaking Board ("*MSRB*"), currently through the Electronic Municipal Market Access system, by the method required by the MSRB.

EXHIBIT D

EXPENSES

The following expenses are to be paid by the Depository Trustee from Bond proceeds deposited with the Depository Trustee for that purpose:

Bond Counsel's Fee and Costs (1)	$
Financial Advisor Fee (2)	
Official Statement Printing and Preparation (3)	
Bond Registrar/Paying Agent/Depository Trustee Fee (4)	
Third Party CDU (3)	
Credit Rating	
DTC/CUSIP/_____/Misc. (3)	
Verification Agent (5)	
Contingency	
TOTAL	$

1. Gust Rosenfeld P.L.C.
2. Hilltop Securities Inc.
3. Raymond James & Associates, Inc.
4. U.S. Bank Trust Company, National Association
5. Public Finance Partners, LLC

RESOLUTION NO. 04-24 (Sundance)

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS AND THE BONDS BEING REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A FINANCIAL ADVISOR, A DEPOSITORY TRUSTEE AND A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS RELATING TO AND SECURING THE PAYMENT OF THE BONDS, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AWARDING THE BONDS TO THE PURCHASER THEREOF; DELEGATING THE AUTHORITY TO APPROVE THE METHOD OF SALE AND TO APPROVE AND DEEM FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT, IF APPLICABLE; ADOPTING WRITTEN CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH THE ISSUANCE OF BONDS OF THE DISTRICT; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

BE IT RESOLVED by the Board of Directors (the "*Board*") of Sundance Community Facilities District (City of Buckeye, Arizona) (the "*District*") as follows:

Section 1. Findings.

A. Authorizing Election. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("*A.R.S.*"), as amended (the "*Enabling Act*"), and a resolution adopted by the Board, an election was ordered and called on August 7, 2001, to submit to the qualified electors of the District or to those persons who were otherwise qualified to vote (the "*Election*") the question of authorizing the Board to issue general obligation bonds of the District to provide moneys for certain public infrastructure purposes consistent with the General Plan of the District. The Board canvassed the Election and resolved that such bonds were authorized to be issued.

B. Prior Bonds. Pursuant to (i) the Enabling Act, (ii) Resolution No. 02-14 adopted February 18, 2014, and (iii) a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of March 1, 2014, by and between the District and Zions Bancorporation, National Association (successor in interest to Zions First National Bank), as bond registrar, the District previously issued its General Obligation Bonds, Series 2014 (the "*Prior Bonds*"). The Prior Bonds were issued to provide funds for a portion of certain public infrastructure purposes authorized in the Election and described in a feasibility study of the District.

C. Bonds Being Refunded. The Board has determined that it is expedient to refund all or a portion of the outstanding Prior Bonds (the "*Bonds Being Refunded*") and that the issuance by the District of certain General Obligation Refunding Bonds, Series 2024 (the "*Bonds*")

and the application of the net proceeds of the Bonds to pay at maturity or earlier redemption the Bonds Being Refunded are necessary and advisable and in the best interests of the District.

D. No Election. Pursuant to the Enabling Act and the Refunding Act (as defined herein), the District may refinance the Bonds Being Refunded with the proceeds of the Bonds without an election on the issuance of the Bonds; provided, however, that pursuant to Title 35, Chapter 3, Article 4, A.R.S., as amended (the "*Refunding Act*"), the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded.

E. Tax Levy. Upon issuance of the Bonds, the Board (i) shall enter in its minutes a record of the Bonds sold and their numbers and dates and (ii) shall annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient, together with moneys from the sources described herein, to pay Debt Service (as such term is defined in the Enabling Act) when due.

F. Method of Sale. The firm of Hilltop Securities Inc. will serve as the District's financial advisor (the "*Financial Advisor*") with respect to the Bonds, and by this resolution the Board shall delegate authority to the District Treasurer to determine, with the advice of the Financial Advisor, the method of sale of the Bonds.

G. Registrar. Pursuant to the Enabling Act, if the Bonds are sold to the Underwriter (as defined herein) in a negotiated sale, the District has determined to enter into a Bond Registrar, Transfer Agent and Paying Agent Contract, to be dated as of the first day of the month of the dated date of the Bonds (the "*Registrar Contract*"), or such other date as set forth in the Purchase Contract (as defined herein), by and between the District and U.S. Bank Trust Company, National Association, acting as bond registrar, transfer agent and paying agent (the "*Registrar*" and the "*Paying Agent*", as the case may be), to process the issuance, registration, transfer and payment of the Bonds. The Board has determined by this resolution to authorize the issuance and sale of the Bonds and, in order to provide terms for the Bonds and to provide for authentication and delivery of the Bonds, to authorize the execution and delivery of the Registrar Contract. If the Bonds are placed by the Placement Agent (as defined herein), the Registrar Contract may not be required as set forth in the Direct Purchase Agreement (as defined herein).

H. Depository Trust Agreement. Pursuant to the Enabling Act and the Refunding Act, the Board has also determined to enter into a Depository Trust Agreement, to be dated as of the first day of the month of the dated date of the Bonds (the "*Depository Trust Agreement*"), or such other date as set forth in the Purchase Contract, by and between the District and U.S. Bank Trust Company, National Association, as depository trustee (the "*Depository Trustee*"), with respect to the safekeeping and handling of money and obligations, if any, to be held in trust for the payment of the Bonds Being Refunded. Alternatively, the District Treasurer, with the advice of the Financial Advisor, may determine that the Depository Trust Agreement is not necessary and the District Treasurer may direct the application of the proceeds of the Bonds as necessary for the refunding of the Bonds Being Refunded.

I. Purchase Contract; Direct Purchase Agreement. The Board intends to issue the Bonds through any or all of the following methods as determined by the District Treasurer, with the advice of the Financial Advisor: (1) selling the Bonds to Raymond James & Associates, Inc. (acting in this capacity, referred to herein as the "*Underwriter*"), through negotiation with the Underwriter and pursuant to a bond purchase agreement, to be dated of even date with the sale of the Bonds to the Underwriter (the " *Purchase Contract*"), in substantially the form now on file with the District Clerk, to be executed and delivered by and between the District and the Underwriter, on such terms as may hereafter be approved by the District Manager or District Treasurer, or (2) placing the Bonds with one or more financial institutions (collectively, the "*Purchaser*") with the aid of Raymond James & Associates, Inc. (acting in this capacity, referred to herein as the "*Placement Agent*"), pursuant to the terms of a placement agent agreement by and between the District and the Placement Agent (the "*Placement Agent Agreement*"), in the customary form as approved by the District Manager or District Treasurer, the terms of such placement may hereafter be approved by the District Manager or District Treasurer and may be evidenced by a written certificate, receipt, continuing covenant agreement or other similar purchase commitment for similar placement transactions (collectively, the "*Direct Purchase Agreement*").

J. Qualified Investor. If the Bonds are placed pursuant to a Direct Purchase Agreement with the Purchaser, the Purchaser may be required to execute a Certificate of Qualified Investor in form and substance satisfactory to the District Manager, District Treasurer and Bond Counsel (as defined herein).

K. Bond Documents. There have been placed on file with the District Clerk and presented in connection herewith (i) the proposed form of the Depository Trust Agreement, (ii) the proposed form of the Purchase Contract relating to the Bonds, if the Bonds are sold to the Underwriter, (iii) the proposed form of the Registrar Contract, if the Bonds are sold to the Underwriter, (iv) the proposed form of a continuing disclosure undertaking, to be dated the date of delivery thereof and applicable if the Bonds are sold to the Underwriter, and (v) the proposed form of the Preliminary Official Statement relating to the Bonds if the Bonds are sold to the Underwriter, to be dated the date determined by the District Manager (the "*Preliminary Official Statement*") and which, with such completions and changes as may be necessary will constitute the form of the Final Official Statement (the "*Final Official Statement*"). The documents described in clauses (i) through (v) of this paragraph, inclusive, are referred to collectively as the "Bond Documents." If the Bonds are placed with a Purchaser, "Bond Documents" shall include the Placement Agent Agreement and the Direct Purchase Agreement and shall not include the Purchase Contract, Registrar Contract, continuing disclosure undertaking and Preliminary Official Statement.

L. Authorization to Execute, Issue and Sell. Within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter or Purchaser in accordance with the Purchase Contract or the Direct Purchase Agreement, as applicable, and at such prices, interest rates, maturities and redemption features as may be hereafter determined.

Section 2. Authorization; Method of Sale.

A. Authorization. The Board hereby authorizes the Bonds to be executed, issued and sold in the aggregate principal amount of not to exceed $11,710,000, in one or more series, on one or more issuance dates. The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution, the Enabling Act and the Refunding Act and delivered against payment therefor by the Underwriter or the Purchaser, as applicable. The Bonds so authorized shall be designated "Sundance Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024" or such other name as designated in the Purchase Contract or the Direct Purchase Agreement, as applicable. The series designation of the Bonds may change if the Bonds are sold in a later calendar year, and such series designation shall be reflected in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds shall be issued for the purpose of providing funds to be used to refund the Bonds Being Refunded and to pay the costs of issuance of the Bonds. The Board finds and determines that it is expedient, necessary and advisable that the District refund some or all of the Prior Bonds to lower the aggregate tax burden for the District's taxpayers. The Board hereby requires that the present value of the Debt Service savings, net of all costs associated with the Bonds, shall be not less than zero percent (0.00%) of the principal amount of the Bonds Being Refunded. This resolution shall evidence the exercise by the Board of its option to refund and defease the Bonds Being Refunded.

B. Method of Sale. The District Treasurer is hereby authorized and directed to determine, upon consultation with the Financial Advisor, the method of sale of the Bonds. If the District Treasurer determines to sell the Bonds to the Underwriter via a negotiated sale, the District Treasurer shall, with the assistance of the Financial Advisor, negotiate the prices, interest rates, maturities, and redemption features in conformance with the parameters of this resolution and the District shall execute and deliver the Purchase Contract. If the District Treasurer determines to place the Bonds directly to one or more financial institutions, the District Treasurer is hereby authorized to prepare a request for proposals or similar document with the assistance of the Placement Agent and to receive bids from potential purchasers. In such method of sale, the District Treasurer, with the assistance of the Financial Advisor and the Placement Agent, is hereby authorized and directed to review the bids received and award the Bonds to the most qualified bidder, and such award shall be evidenced by the Direct Purchase Agreement. The District Treasurer may engage in negotiations with one or more bidders as the District Treasurer deems appropriate. The District Treasurer may also reject all bids received. Any bid submitted shall be deemed agreement by the bidder with the terms of this resolution and the bidder's unconditional offer to be bound by the terms of this resolution.

Section 3. Terms.

A. Bonds.

(i) The Bonds will be dated the date set forth in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds will mature on July 15 in some or all of the years 2024 to 2034, inclusive, and will bear interest from their dated date to the maturity or prior redemption date of each of the Bonds at the rate or rates set forth in the Purchase Contract or Direct Purchase Agreement, as applicable, provided that the bond yield, calculated in the manner bond yield is determined for arbitrage rebate purposes pursuant to the regulations of the Internal Revenue Code of 1986, as amended (the "*Code*"), shall not exceed six percent (6.00%).

(ii) The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds, including series designation, purchase price and provision for original issue discount and original issue premium, shall be as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable, and approved as set forth in this resolution and such approval shall be evidenced by the execution and delivery of the applicable Purchase Contract or the Direct Purchase Agreement. The Bonds are expected to be initially issued in fully-registered form, and, if purchased by the Underwriter, in book-entry form, in denominations of $5,000 of principal amount each or integral multiples thereof, equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is used and then discontinued, the Bonds will be in denominations of $5,000 of principal each or integral multiples in excess thereof (or in such other denominations as set forth in the Purchase Contract). If placed with the Purchaser, the Bonds will be in denominations of $100,000 of principal or integral multiples of $1,000 in excess thereof (or in such other denominations as set forth in the Direct Purchase Agreement). Interest on the Bonds shall be payable semiannually on each January 15 and July 15 (each an "*Interest Payment Date*") during the term of the Bonds, commencing July 15, 2024 (or on such other date as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable).

(iii) Any default rate or taxable interest rate in the Direct Purchase Agreement shall not exceed six percent (6.00%), and the implementation of any default rate or taxable rate shall not (a) violate the ad valorem tax levy permissible under the Refunding Act, or (b) negate the net present value Debt Service savings described in Section 2(A) hereof.

B. Book-Entry-Only System. If the Bonds are sold to the Underwriter, the Bonds may be administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations (as defined herein), and so long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, New York, New York ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the District and DTC). The District will enter into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds (if sold to the Underwriter in a negotiated sale) and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds (if sold to the Underwriter in a negotiated sale).

C. Registration.

(i) If the Bonds are sold to the Underwriter, the Bonds may be registered in the Book-Entry-Only System. If the Book-Entry-Only System is discontinued, the Registrar's registration books shall show the registered owners of the Bonds. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. If the Book-Entry-Only System is discontinued, the Bonds will be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds.

(ii) If the Bonds are placed with the Purchaser, the Bonds may be registered in the name of the Purchaser. In the event the Bonds are placed with the Purchaser, the Bonds may not be transferred unless (i) to a transferee that is a Qualified Investor (as defined herein) and provides the District with a completed Certificate of Qualified Investor and (ii) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For purposes of the Bonds, if placed with the Purchaser, "Qualified Investor" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified Investor. The District and the Purchaser may provide other terms and provisions for the signatures, authentication, registration, transfer and exchange of the Bonds in the Direct Purchase Agreement.

D. Payment.

(i) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent by check mailed to the registered owner thereof at such registered owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

(ii) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by a registered owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such registered owner.

(iii) Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds."

(iv) If the Bonds are placed with the Purchaser, the principal and premium, if any, on the Bonds shall be payable upon surrender thereof at the designated office of the District. If the Bonds are placed with the Purchaser, the interest on the Bonds will be payable on each Interest Payment Date by the District by wire transfer to an account within the United States of America designated by the Purchaser, or subsequent transferee, or by check mailed to the Purchaser, or subsequent transferee, at the address on file with the District.

(v) The District and the Underwriter or the Purchaser, as applicable, may provide for other terms for the payment of principal of, premium, if any, and interest on the Bonds and the redemption of the Bonds in the Purchase Contract or the Direct Purchase Agreement, as applicable.

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Section 4. Prior Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable. Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered for cancellation (i) by the District to the Registrar (if the Bonds are sold to the Underwriter) or (ii) by the Purchaser, or subsequent transferee, to the District (if the Bonds are placed with the Purchaser), the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption.

(i) If the Bonds are sold to the Underwriter, and so long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC or any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(ii) If the Bonds are sold to the Underwriter, notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(iii) If the Bonds are placed with the Purchaser, notice of any redemption will be mailed by first class mail, postage prepaid, to the registered owner, at the address shown on file with the District, not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. The Purchaser and the District may agree to additional notice provisions in the Direct Purchase Agreement.

(iv) In either case of a sale of the Bonds to the Underwriter or the placement of the Bonds with the Purchaser, if moneys for the payment of the redemption price of the Bonds and accrued interest are not held in separate accounts by the District or the Paying Agent prior to sending notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force or effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent or District, as applicable, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. Except as otherwise provided by the Book-Entry-Only System (if the Bonds are sold to the Underwriter), any Bond that is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent or at the designated office of the District, as applicable, and the District shall execute and the Paying Agent or the District, as applicable, shall authenticate and deliver to the registered owner of such Bond, without a service charge, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such registered owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond or Bonds so surrendered.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, (a) notice of such redemption has been given in accordance with provisions hereof or (b), as applicable, the District has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 5. **Security**. For the purpose of paying the principal and premium (if any) of, interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the District a continuing, direct, annual, ad valorem tax sufficient to pay all such principal, interest and administration costs of and on the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Taxes levied with respect to the payment of principal of and interest on the Bonds shall be limited as follows: the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded, calculated from the date of issuance of the Bonds to the final maturity date of the Bonds Being Refunded; and further, if the trust accounts held or created to pay principal of, premium, if any, and interest on the Bonds Being Refunded are insufficient to make such payments when due, any taxes levied to pay principal of and interest on the Bonds shall first be applied to the payments of amounts due on the Bonds Being Refunded. The proceeds of the taxes shall be kept in a special fund of the District entitled the "Bond Fund" and shall be used only for the payment of principal, interest, premium, if any, or administration costs as above-stated.

Upon creation of any trust accounts for payment of the Bonds Being Refunded, all moneys collected during the current fiscal year that would otherwise have been credited to the respective Debt Service fund for the Bonds Being Refunded shall be credited to the Interest and Redemption Accounts of the Bond Fund created to service the Bonds.

Section 6. **Use of Proceeds**. Upon the delivery of and payment for the Bonds in accordance with the terms of their sale, the net proceeds or the proceeds, as applicable, from the sale or placement of the Bonds shall be immediately transferred, as applicable, to the registrar and paying agent for the Bonds Being Refunded or to the Depository Trustee, and those proceeds shall be set aside, together with certain funds of the District, if any, required to pay the Bonds Being Refunded, in, as applicable, the Debt Service funds for the Bonds Being Refunded or special trust funds maintained by the Depository Trustee and shall be used to pay the principal of and interest on the Bonds Being Refunded. As applicable, the Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received and the moneys so held shall be secured as deposits of public moneys in an irrevocable, segregated and separate account apart from all other funds and investments of the District and shall be held for the sole and exclusive benefit of the holders of the Bonds Being Refunded until final payment thereof. If the proceeds of the Bonds are transferred to the Depository Trustee, the Depository Trustee shall disburse a portion of the proceeds to pay the costs and expenses of the issuance of the Bonds pursuant to the Depository Trust Agreement. If the proceeds of the Bonds are transferred to the registrar and paying agent for the Bonds Being Refunded, a portion of the proceeds of the Bonds shall be transferred to the District and used to pay the costs and expenses of the issuance of the Bonds, and the net proceeds, after such transfer to the District, shall be transferred to the registrar and paying agent for the Bonds Being Refunded. If the net proceeds of the Bonds are transferred to the registrar and paying agent for the Bonds Being Refunded, such moneys shall be administered in accordance with the existing bond registrar, transfer agent and paying agent contract or resolution applicable to the Bonds Being Refunded.

Any balance of the net proceeds of the Bonds remaining after either of (i) creation of the trusts for the Bonds Being Refunded or (ii) transfer to the registrar and paying agent of the Bonds Being Refunded, shall be transferred to the Bond Fund for the Bonds.

Section 7. **Form of Bonds**. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract or the Direct Purchase Agreement, as applicable, and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. As applicable, the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. As applicable, each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Board and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 8. **Execution of Bonds and Bond Documents; Instructions Pertaining to the Bonds Being Refunded**.

A. Bonds.

(i) The Bonds shall be executed for and on behalf of the District by the District Chair, attested by the District Clerk and countersigned by the District Treasurer by their manual or facsimile signatures. If the signatures are affixed or imprinted by facsimile means, the District Chair, District Clerk, and District Treasurer shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid.

(ii) If the Bonds are purchased by the Underwriter, no Bond shall be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. If the Bonds are placed with the Purchaser, no Bond shall be valid or binding until authenticated by the manual signature of an authorized officer of the District. The signature of the authorized representative of the Registrar or the District, as the case may be, shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Bond Documents.

(i) The forms, terms and provisions of the Bond Documents in substantially the forms of the Bond Documents (including the exhibits thereto) currently on file with the District Clerk or otherwise described herein, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the District Chair, the District Manager, the District Treasurer and the

District Clerk or any of such officers (collectively, the "*Authorized Officers*") are each hereby authorized and directed to execute the Bond Documents, as may be required.

(ii) The Authorized Officers are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Underwriter, and the terms of the Placement Agent Agreement and District Purchase Agreement if the Bonds are placed with a Purchaser, and to execute and deliver the Bond Documents in substantially the form on file with the District Clerk with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. Execution of the Bond Documents by such officers shall be conclusive evidence of such approval. The District Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical, facsimile or electronic means.

(iii) In the event any member of the Board or officer of the District is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Board may act in the capacity of such member or officer for the purpose of discharging such obligation or duty.

C. Instructions Pertaining to the Bonds Being Refunded. The District Manager and District Treasurer are each hereby authorized to direct the registrar with respect to the Prior Bonds as to matters pertaining to the transaction contemplated hereby, including the distribution of redemption notices. Further, the Authorized Officers are each hereby authorized and directed to (i) enter into any necessary agreements with the registrar of the Prior Bonds and (ii) direct such registrar of the Prior Bonds to take such action or provide such notices to effectuate the transactions contemplated by this resolution and the Bond Documents.

Section 9. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the Registrar or the District, as applicable, shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the District and the Registrar, as applicable, in connection therewith and, in the case of the Bond destroyed or lost, filing with the District and the Registrar, as applicable by the registered owner evidence satisfactory to the District and the Registrar, as applicable, that such Bond was destroyed or lost, and furnishing the District and the Registrar, as applicable, with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

Section 10. Acceptance of Offer; Sale of Bonds; Purchase Contract Approval.

A. Purchase Contract. As applicable, the Underwriter or the Purchaser shall purchase the Bonds pursuant to the form of Purchase Contract, submitted to and on file with the District Clerk, or Direct Purchase Agreement, as applicable, and such proposal, as supplemented by the final terms as contemplated by this resolution, is hereby authorized and approved. When

the final terms of the Bonds are known, the Purchase Contract or Direct Purchase Agreement, as applicable, shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Purchase Contract or Direct Purchase Agreement to be completed and executed and to finalize the terms thereof, including, but not limited to, establishing the principal amount of Bonds sold, the maturity amounts, maturity dates, interest rates and optional and mandatory redemption provisions; provided, however, that the parameters of this resolution shall govern the Purchase Contract or Direct Purchase Agreement, as applicable, as finalized; and provided further, that none of the Authorized Officers are authorized to insert in the Purchase Contract or Direct Purchase Agreement, as applicable, any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Contract or Direct Purchase Agreement, as applicable, the Bonds are ordered sold to the Underwriter or Purchaser. The execution and delivery of the Purchase Contract or the Direct Purchase Agreement, as completed, shall be conclusive evidence of such approval of the final terms and provisions.

B. Bond Delivery. The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter or the Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Contract or Direct Purchase Agreement.

C. Discount; Premium. Any other provision of this resolution to the contrary notwithstanding, if the Bonds are sold for less than par, the aggregate amount of discount and interest shall comply with A.R.S. § 48-722, as amended, and any net premium on the Bonds shall be applied in accordance with the Refunding Act and specifically A.R.S. § 35-473.01, as amended.

Section 11. Funds and Accounts. The District Treasurer shall create the following fund and accounts which shall be held separate and apart and used only as provided herein:

Bond Fund, which shall include:

(i) Principal Account;
(ii) Interest Account; and
(iii) Redemption Account.

The money deposited to the fund and accounts created hereby, together with all investments thereof and investment income therefrom, shall be held in trust by the District and applied solely as herein provided.

Section 12. Deposits to and Application of Bond Fund. The District shall deposit or shall cause, at the applicable times set forth below, to be immediately deposited from the tax levy described in Section 15 hereof to the Bond Fund to the credit of the applicable accounts: (i) to the Principal and Interest Accounts, as applicable, on each December 14 and June 14 or, if either such date is not a Business Day (as defined herein), then the first Business Day immediately preceding such date, all amounts collected by or remitted to the District from the collections of taxes levied pursuant to this resolution; (ii) to the Redemption Account, amounts transferred from the Principal and Interest Accounts or other funds deposited pursuant to any optional or mandatory redemption of the Bonds; and (iii) such other funds as the District shall, from time to time, at its option deem

advisable. The Principal, Interest and Redemption Accounts of the Bond Fund shall be applied solely to pay principal of (including any mandatory redemption amount then due), interest on and the redemption price with respect to the Bonds, respectively.

Section 13. Registrar and Paying Agent.

A. Sale to Purchaser. If the Bonds are sold to the Purchaser, the District may function as the registrar and the paying agent for the Bonds.

B. Sale to Underwriter. If the Bonds are sold to the Underwriter, this Section 13(B) shall apply. If the Book-Entry-Only System is discontinued, pursuant to the Registrar Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration or transfer and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the registered owners.

C. Registrar and Paying Agent; Changes. Initially U.S. Bank Trust Company, National Association, will act as, and is hereby designated as, the Registrar and the Paying Agent with respect to the Bonds. The District may change the Registrar or the Paying Agent without notice to or consent of registered owners of the Bonds and the District may act in any such capacity.

D. Moneys Held in Trust. The Paying Agent, and any subsequent paying agent, shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

E. Authenticating Agent. The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

F. Registration and Transfer of Bonds. The Registrar shall keep a separate register for the Bonds. The register shall show the registered owners of the Bonds and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

G. Record Date. The "*Record Date*" for the Bonds shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day. Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent Interest Payment Date

will be registered in the name of the transferee but the interest payment will be made payable to and mailed to the Owner shown on the books of the Registrar as of the close of business on the respective Record Date.

H. Transfer after Record Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed; if the transfer of any Bond that has been called or selected for call for redemption in whole or in part is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

I. Authentication of Bonds. The Registrar shall authenticate Bonds for original issue in the aggregate principal amount of not to exceed $11,710,000 upon the written request of the District. The aggregate principal amount of Bonds outstanding at any time may not exceed those amounts except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 14. Other Actions Necessary. The Authorized Officers shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this resolution and the Bond Documents, including without limitation, engaging certified public accountants to verify the arithmetical calculations pertaining to the Bonds Being Refunded, if applicable, and the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Bonds.) The District Manager or District Treasurer may agree, on behalf of the District, to provide annual continuing disclosure regarding the District to the Underwriter or the Purchaser, as applicable, and such parties as the Underwriter or the Purchaser may request and to use the services of a dissemination agent to satisfy such request.

Section 15. Tax Levy.

A. Annual Levy. For each year while any Bond is outstanding, and subject to the limitations set forth in Section 5 above, the Board shall annually levy and thereafter forward to Maricopa County for collection an ad valorem tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any moneys from any sources authorized pursuant to the Enabling Act, pursuant to this resolution and provided for under the Bond Documents, to pay Debt Service when due, and to pay the District's operation and maintenance expenses. In no event shall that portion of the tax rate utilized to pay the operation and maintenance expenses of the District, in any year, exceed $0.30 per $100 of assessed valuation.

B. Deposit to Bond Fund. Moneys derived from the levy of the tax provided for in this Section when collected and allocated to the Bonds constitute funds to pay Debt Service on the Bonds and shall be deposited in the Bond Fund and shall be kept separately from other funds of the District as set forth in Section 5 above (after deduction of the property tax revenues levied and utilized for the payment of the District's operation and maintenance expenses).

C. Annual Statements. The Board shall make annual statements and estimates of the amount to be raised to pay Debt Service on the Bonds and to pay other such costs of the District as are permitted under "public infrastructure purposes" as provided in the Enabling Act. The Board shall file the annual statements and estimates with the District Clerk and shall publish a notice of the filing of the estimate. The Board, on or before the date set by law for certifying the annual budget of the District, shall fix, levy and assess the amounts to be raised by ad valorem taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona (the "*State*"). All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

Section 16. No Obligation of City or Other Entity. Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) is pledged to the payment of the Bonds. The Bonds will be obligations of the District only. None of the City of Buckeye, Arizona, the State nor any political subdivision thereof (other than the District) will have any obligation with respect to Debt Service for the Bonds.

Section 17. Resolution a Contract. This resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner that would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution, the Bonds and the Bond Documents is hereby authorized and approved, and it is ordered and directed to execute, deliver and perform such agreements.

Section 18. Ratification of Actions.

A. Ratification. All actions of the officers and agents of the District which conform to the purposes and intent of this resolution and that further the issuance and sale of the Bonds as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

B. Consent. This Board hereby acknowledges Gust Rosenfeld P.L.C.'s representation of the Underwriter in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

Section 19. **Distribution of Disclosure Documents**. If applicable, the preparation and dissemination of the Preliminary Official Statement, in substantially the form currently on file with the District Clerk, is hereby authorized and approved. Its distribution by the Underwriter is hereby authorized and approved, and will be used if the Bonds are sold in a negotiated sale. The Preliminary Official Statement shall be in a form that is approved and may be deemed "final" for all purposes of the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, by any of the Authorized Officers. Any of the Authorized Officers shall approve and cause the Final Official Statement, in substantially the form of the Preliminary Official Statement referred to above, to be prepared and distributed in connection with the sale of the Bonds. The Authorized Officers are each hereby authorized to execute and deliver the Final Official Statement on behalf of the District.

Section 20. **Tax Covenants**.

A. Covenant to Maintain Tax Exemption. In consideration of the purchase and acceptance of the Bonds by the registered owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the District covenants with the registered owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

B. Closing Documents. The Authorized Officers are each hereby authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The District Manager, the District Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("*Bond Counsel*"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

C. Rebate. The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The Authorized Officers are each hereby authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

D. Further Acts. The District agrees that it will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing

forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

E. Authorized Representatives. The Board hereby authorizes the District Treasurer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post issuance compliance policies and matters.

Section 21. Other Moneys. The District Treasurer is authorized and directed to transfer such amounts of money from the District's Bond Fund as are or may be necessary to complete the refunding of the Bonds Being Refunded.

Section 22. Bond Insurance or Credit Enhancement. The Authorized Officers are each hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Authorized Officers to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof.

Section 23. Redemption of Prior Bonds and Weighted Average Maturity. Some or all of the maturities of the Prior Bonds may be refunded. Those selected for refunding are referred to herein as the Bonds Being Refunded. The District Chair and the Board hereby order that the maturities of the Prior Bonds and the times that the Bonds Being Refunded will be redeemed will be determined by the District Treasurer and will be as set forth in the Official Statement. The weighted average maturity of the Bonds shall be at least 75% of the weighted average maturity of the Bonds Being Refunded.

Section 24. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 25. Cancellation of Agreement. The District hereby gives notice to the Registrar, the Paying Agent and the Underwriter or Purchaser, as applicable, that A.R.S. § 38-511, provides that, within three years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the other party to the agreement in any capacity or a consultant to such other party with respect to the subject matter of the agreement.

Section 26. **Depository Trustee Selection**. If necessary, the District Manager and District Treasurer are each hereby authorized and directed to receive proposals and select a depository trustee that is qualified to serve in such capacity. The District Treasurer, with advice from the Financial Advisor, may alternatively determine that the Depository Trust Agreement is not necessary, and is hereby authorized and directed to administer the application of the proceeds of the Bonds to refund the Bonds Being Refunded.

Section 27. **Written Procedures to Comply with the Rule**. The form of Continuing Disclosure Compliance Procedures Regarding the Securities and Exchange Commission's Rule 15c2-12 in substantially the form attached hereto as *Exhibit B* is hereby approved, and District staff shall follow the procedures set forth therein as it relates to current and future continuing disclosure compliance procedures required by the Bonds, or any other bonds of the District.

Section 28. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance of any part thereof.

Section 29. **Limitation on Repeal of Resolution**. After any of the Bonds are authenticated and delivered by the Registrar to the Underwriter, or by the District to the Purchaser, as applicable, upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, canceled and discharged.

Section 30. **Effective Date**. This resolution shall be effective immediately.

[Signatures on following page]

PASSED AND ADOPTED by the District Chair and Board of Directors of the Sundance Community Facilities District (City of Buckeye, Arizona) on May 7, 2024.

SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
Chair, District Board

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Sundance Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 04-24 (Sundance), was duly passed by the Board of Directors of Sundance Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

[Signature page to Resolution]

EXHIBIT A

(Form of Bond)

Number: R-_____ Denomination: _____

[***If the Bonds are sold in a public offering via negotiated sale*** **-** Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[***If the Bonds are privately placed*** **–** RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," WHICH MEANS A QUALIFIED INSTITUTIONAL BUYER, AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR, THE FORM OF WHICH IS ATTACHED HERETO.]

UNITED STATES OF AMERICA
STATE OF ARIZONA

SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION REFUNDING BOND, SERIES 2024

[***If the Bonds are sold in a public offering via negotiated sale*****]**

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 15, ____	_____, 2024	86724P ___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____.00)

[***If the Bonds are privately placed*****]**

Interest Rate	Maturity Date	Original Dated Date
[ ]%	[ ]	[ ]

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____ AND NO/100 DOLLARS ($_____)]

SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) a community facilities district formed by the City of Buckeye, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the "*District*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 15 and July 15 of each year, commencing July 15, 2024, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year composed of 360 days consisting of 12 months of 30 days each.

[if bonds privately placed, INSERT DETERMINATION OF TAXABILITY, DEFAULT RATE, EVENT OF DEFAULT, IF APPLICABLE]

Principal of, interest and any premium on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the District and DTC.

The "*Record Date*" for the bond shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*business day*")) immediately preceding the applicable interest payment date, or if such date is not a business day, the previous business day.

[if bonds privately placed - Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the registered owner hereof, as shown on the registration books maintained by the District, at the address appearing therein at the close of business on the first day of the calendar month next preceding the interest payment date. Annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of this bond.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due, as limited as described herein.

This bond is one of a series of general obligation refunding bonds in the aggregate principal amount of [$_____] of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the District to provide funds to refund certain previously issued and outstanding bonds of the District, pursuant to a resolution of the Board of Directors of the District duly adopted prior to the issuance hereof (the "*Resolution*"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation refunding bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged; provided, however, that the total aggregate of taxes levied to pay principal and interest on the issue of bonds of which this bond is one, in the aggregate shall not exceed the total aggregate principal and interest to become due on the bonds being refunded from the date of issuance of the issue of bonds of which this bond is a part to the final date of maturity of the bonds being refunded; and subject, further, to the rights vested in the owners of the bonds being refunded by the bonds of this issue to the payment of such bonds being refunded from the same tax source in the event of a deficiency in the moneys and obligations issued by or guaranteed by the United States of America purchased from the proceeds of the sale of the bonds of this issue and placed in trust for the purpose of

providing for payment of principal of and interest on the bonds being refunded. The owner of this bond must rely on the sufficiency of the moneys and obligations placed irrevocably in trust for payment of the bonds being refunded.

Notwithstanding the above description of payment for the bonds being refunded with the tax levy in the event of an escrow deficiency, should this bond be refunded in advance of its maturity with proceeds of refunding bonds in the future, the holders of such bond so refunded shall rely on the sufficiency of the funds or securities held in trust for the payment of such bond so refunded. Payment of the bond being refunded at that time in the future shall in no way infringe on the rights of the holders of the subsequent refunding bonds to rely on a tax levy for the payment of principal of and interest on such subsequent refunding bonds if the funds or securities held in trust for payment of the bond so refunded prove insufficient.

Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State of Arizona, or any political subdivision thereof (other than the District) is pledged to the payment of the bonds.

So long as the book-entry-only system is in effect, the registrar shall notify DTC of redemption in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any bond redeemed prior to its stated maturity date shall be mailed by first class mail to each registered owner of the bond or bonds not more than 60 days nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. The registrar also agrees to send notice of redemption to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system in the manner required by the MSRB. Failure to properly give notice of redemption (other than to the MSRB) shall not affect the redemption of any bond for which notice was properly given. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or the paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and the notice shall be of no force and effect. When so called for redemption, the bonds will cease to bear interest on the date fixed for redemption if on that date sufficient funds for such redemption are on deposit at the place of payment.

The registrar and the paying agent on the original issue date is U.S. Bank Trust Company, National Association. The registrar or the paying agent may be changed by the District without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar upon surrender and cancellation of this bond, but only in the manner and subject to the limitation on transfer and upon payment of the charges provided in the Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the authorizing resolution. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the Record Date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the Record Date.

The registrar may, but need not, register the transfer of this bond if it has been selected for redemption and need not register the transfer of this bond for a period of 15 days before selection of this bond to be redeemed; if the transfer of this bond, after it has been called or selected for call for redemption in whole or in part, is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with this bond. If the registrar transfers or exchanges this bond within the period referred to above, interest on this bond shall be paid to the person who was the owner at the close of business of the registrar on the Record Date as if such transfer or exchange had not occurred.

Notwithstanding any provisions hereof or of the Resolution, however, the obligation of the District to make money available to pay this bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Obligations (as such term is defined in the Resolution) sufficient for such purpose as described in the Resolution.

Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal each or integral multiples of $5,000.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

[if bonds privately placed - Notwithstanding any other provision of this Bond to the contrary, this Bond is nontransferable unless the transferee or transferees provide the registrar and paying agent a completed certificate of sophisticated municipal market investor or certificate of qualified investor, as the case may be, in the form included in this Bond.

This Bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit I, and who agrees to comply with all applicable federal and state securities laws.]

The District has caused this bond to be executed by the District Chair of its Board of Directors, attested by the District Clerk, and countersigned by the District Treasurer, which signatures may be manual or by facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the District and the occurrence of certain other conditions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
District Chair, Board of Directors

ATTEST:

_____
District Clerk

COUNTERSIGNED:

_____
District Treasurer

- - - -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ (Custodian) Custodian for _____ (Minor) Under Uniform Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received the undersigned subject to the transfer restrictions described in the within bond, hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee):

_____
_

(Print or typewrite Social Security or other identifying number of transferee: _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____ _____, attorney, to transfer the within bond on the book kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within Bond in every particular.

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar and Paying Agent.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT I

[FORM OF CERTIFICATE OF QUALIFIED INVESTOR]

SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

Re: $[_____] Sundance Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bond, Series 2024

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the above-captioned bond (hereinafter referred to as the "*Bond*"), such Bond being in the original aggregate principal amount of $[_____], bearing the number R-1. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with a present intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the resolution of Sundance Community Facilities District (City of Buckeye, Arizona) (the "*District*") authorizing the issuance of the Bond, adopted on _____, 2024 (the "*Resolution*"). The undersigned understands that, unless the Board of Directors of the District terminates the transfer restrictions described in the Resolution and herein, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter substantially in the form of this letter and promptly provide such letter to the District before any transfer of the Bond to such transferee will be registered. [The Bond may only be transferred in whole (and not in part)].

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "*Qualified Investor*").

4. The undersigned understands that: (i) the Resolution and the Bond are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bond are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bond must comply with federal and state securities laws, (iv) any sale or transfer of the Bond, or interests therein, must be to Qualified Investors, (v) the Bond will not be listed on any stock or other securities exchange, (vi) the Bond will not carry any bond rating from any rating service, (vii) the Bond is not likely to be readily marketable, and (viii) the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in that act.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein by the undersigned, and agrees to hold the District harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its purchase decision and after such evaluation, the undersigned understood and knew that the purchase of the Bond involved certain risks, including, but not limited to, limited security and source for payment of the Bond, the status of development and its impact on the collection of ad valorem taxes for payment of the Bond, and the probable lack of any secondary market for the Bond. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in purchasing the Bond. Other than information specifically provided by the District, the undersigned is not relying on the District in making its decision to purchase the Bond.

7. The undersigned acknowledges that the District and the respective officers, directors, board members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bonds.

Dated: _____.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

EXHIBIT B

CONTINUING DISCLOSURE COMPLIANCE PROCEDURES REGARDING THE SECURITIES AND EXCHANGE COMMISSION'S RULE 15c2-12 FOR THE SUNDANCE COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

Date of Implementation: May 7, 2024.

In connection with its issuance of bonds or other obligations, the Sundance Community Facilities District (City of Buckeye, Arizona) (the "*District*") has adopted and/or will adopt a Continuing Disclosure Certificate in connection with each series of publicly sold bonds or obligations (each a "*Certificate*" and collectively, the "*Certificates*"). The Certificates require the District to file annually audited financial statements and certain financial and operating information and operating data (the "*Annual Reports*"), as well as to report certain financial events. The procedures described below (the "*Procedures*") are intended to help the District maintain compliance with the Certificates. The District may have other reporting obligations in connection with various loans and privately sold bonds or obligations; these Procedures are not intended to apply to requirements related to transactions for which no Certificate was adopted.

1. Responsible Officers and Employees

The implementation and consistent execution of these procedures are extremely important. One employee of the District should be given primary responsibility for compliance with these Procedures (the "*Disclosure Coordinator*"), and at least two employees (who may include the Disclosure Coordinator, referred to herein collectively as the "*Disclosure Officials*") should be familiar with and trained to implement these Procedures at all times. When Disclosure Officials end their employment with the District, new Disclosure Officials should be named in their place. Typically, this responsibility will be assigned based on role or title, but the District may assign responsibility to any appropriate employee. New Disclosure Officials should be briefed on the Certificates, dates, reports, and reminder systems described in these Procedures.

As of the Date of Implementation, the Disclosure Officials are the District's:

District Treasurer (Disclosure Coordinator)
[Special Districts Accountant/District Clerk]

2. Active Certificates and Financial Obligations

The District is obligated to comply with the requirements of a Certificate from the time the District adopts the Certificate until the earlier of (i) the date that the last of the bonds or obligations listed in the Certificate are paid or (ii) the date that the bonds or obligations listed in the Certificate are defeased or refunded. Certificates between these two dates are "*Active Certificates*". As of the

Date of Implementation, the District has or expects to have the Active Certificates listed in Schedule I.

The Certificates entered into after February 26, 2019, require disclosure of facts relating to certain financial obligations (see Section 4 below). For purposes of these Procedures, "*Financial Obligation*" means, with the exception of bonds or obligations for which the District provided a final official statement to the Municipal Securities Rulemaking Board ("*MSRB*") consistent with the United States Securities and Exchange Commission's Rule 15c2-12 (the "*Rule*"):

(i) a debt obligation;
(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or
(iii) a guarantee of (i) or (ii).[1]

"*Active Financial Obligations*" are those Financial Obligations which are enforceable against the District and for which the District has not already made all required payments. A list of Active Financial Obligations, in the form set forth in Schedule II, is on file with the District.

The Disclosure Coordinator should maintain an updated list of Active Certificates and Active Financial Obligations, including the information listed in Schedules I and II, and review the list periodically to ensure accuracy. When the District enters into a new Financial Obligation, the Disclosure Coordinator will ensure timely reporting (see Section 4 below), as applicable.

3. Annual Reports

Compliance with the Certificates includes ensuring that all of the tables and information required by Section 4 of the Certificates are included in the Annual Reports. In each case, the information required by the Certificates should be filed no later than the reporting date listed within each Certificate (the "*Annual Reporting Date*") of each fiscal year while the District's bonds or obligations require such Annual Reports.

To ensure that the Annual Reports are submitted in a timely manner, the earliest Annual Reporting Date should be put into a reminder system, such as a docket, diary or tickler, which is maintained by a minimum of two people (typically, the Disclosure Officials). When those listed on the reminder system leave the District's employment, new names *must* be added.

The MSRB allows the District to schedule automated e-mail reminders for these Annual Reports through its Electronic Municipal Market Access system ("*EMMA*"). The District can add up to three e-mail recipients, so the Disclosure Officials and/or other staff may be included on the reminders.

Note: Some issuers of bonds or obligations engage an auditor or a dissemination agent to make the EMMA filings. If the District has such an agreement, the District is still responsible if the auditor or dissemination agent fails to timely file the required Annual Report. Thus, even if

[1] See Securities and Exchange Commission Release No. 34-83885, effective October 30, 2018, for additional information.

the auditor or dissemination agent agrees to make the required filings, the District must comply with the Annual Reporting Date and inquire of the District's auditor or dissemination agent to determine if the filing deadline will be, and ultimately is, met. If there is a substantial risk that the deadline will not be met, it is the District's responsibility – *not* that of the District's auditor or dissemination agent – to file a notice with EMMA indicating that the deadline will not be met and an estimate as to when the Annual Report will be filed. If audited financial statements are not available by the Annual Reporting Date, unaudited financial statements must be filed by the Annual Reporting Date until audited financial statements are available. Such unaudited financial statements may be filed separately or together with the other financial and operating data.

4. Listed Events

The District is required to file notices of "*Listed Events*" with EMMA within ten (10) business days of such events or occurrences. Please note that Listed Events enumerated in the District's existing and future Certificates may differ. The District should provide notice of the Listed Events from all Certificates. Typically, the most recent Certificate will provide the broadest requirements and can serve as a reference. Required Listed Events are defined by the United States Securities and Exchange Commission's Rule 15c2-12 (the "*Rule*"), which may be revised or amended in the future. As a result, future Certificates may require the reporting of a different set of Listed Events. The District should check with its bond counsel at the time future bonds or obligations are issued to determine if the Listed Events have been changed and if the later Certificate differs from the District's current Certificates. The Listed Events that require notice are listed in Section 5 of the Certificates. Currently, the Rule requires reporting of the following Listed Events:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities, or other material events affecting the tax status of the securities;
7. Modifications to rights of securities holders, if material;
8. Securities calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the District[2];

13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action nor the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. The incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect securities holders, if material; and

16. A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

"Materiality" will be determined in accordance with the applicable federal securities laws.

Whenever any officer or employee of the District becomes aware of any event that may qualify as a Listed Event, the officer or employee should immediately notify the Disclosure Officials in order to facilitate prompt filing of a notice. If the Disclosure Officials are uncertain as to whether an event qualifies as a Listed Event, including whether a transaction qualifies as a Financial Obligation, or whether an event or Financial Obligation is material, they should contact bond counsel.

[2] For the purposes of the event identified in Section 4(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

SCHEDULE I

The District has the following Active Certificates as of the Date of Implementation.

Series of Bonds or other Obligations	**Certificate Date**	**Annual Reporting Date**	**Final Maturity Date**
General Obligation Bonds, Series 2014	3/13/2014	February 1	7/15/2034
General Obligation Bonds, Series 2018	11/7/2018	February 1	7/15/2043
General Obligation Refunding Bonds, Series 2018	11/7/2018	February 1	7/15/2029

The District expects to adopt the following Certificates.

Series of Bonds or other Obligations	**Certificate Date***	**Annual Reporting Date**	**Final Maturity Date***
General Obligation Refunding Bonds, Series 2024	_____	February 1	July 15, 2034

*Anticipated

SCHEDULE II

Name of Obligation:		Dated:
Original Principal Amount:	Interest Rate:*	Final Payment Date:
Other Material Terms:		
Amortization Schedule		
Maturity	Principal	Interest

*If variable, include method of computation.

Name of Obligation:		Dated:
Original Principal Amount:	Interest Rate:*	Final Payment Date:
Other Material Terms:		
Amortization Schedule		
Maturity	Principal	Interest

*If variable, include method of computation.

APPENDIX

The following materials are intended to serve as a quick reference for Disclosure Officials. The EMMA website is subject to modification by the MSRB. The District's Disclosure Officials should update this information as necessary.

The District's Base CUSIP–6 number: 86724P

How to schedule alerts for Annual Reports:

To schedule the alerts, access EMMA at www.emma.msrb.org and click on the EMMA Dataport tab. Click on the "Login" button and enter your login information (User ID and password). From the Continuing Disclosure tab of the EMMA Dataport Submission Portal, click on "Schedule and manage e-mail reminders for recurring financial disclosures." Click the "Create Reminder" link to access the scheduling form.

How to file notices of "Listed Events" with EMMA:

First, please save the Listed Events notice on your computer in a PDF, word-searchable format. You will also need the information contained in the Listed Events notice, so please print out a copy of the Listed Events notice.

1. Login to EMMA at http://dataport.emma.msrb.org/
2. Click CREATE Continuing Disclosure Submission
3. Check Event Filing, click Next
4. Check "Type of Event" – In the description box type: "[type of notice]"
5. Check "I don't know my CUSIP–9s" and then use the District's base CUSIP number to find the affected certificates of participation, bonds or obligations
6. Check "all issues for issuer", click Next
7. Click upload
8. Update contact information, if necessary
9. Upload the Listed Events notice
10. Click preview
11. Publish the documents to EMMA
12. Print receipt and save in your certificate of participation or bond documents for the life of the certificates, bonds or obligations

Please note there is only a limited save option on EMMA. Therefore the District will not be able to start entering the information, exit and continue later.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MAY 8, 2024

NEW ISSUE - BOOK-ENTRY-ONLY **RATINGS: See "RATINGS" herein.**
INSURANCE: See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District, as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.

$11,235,000*
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

DRAFT
04-15-24

Dated: Date of initial delivery *Due: As shown on the inside front cover page*

The $11,235,000* principal amount of Sundance Community Facilities District (City of Buckeye, Arizona) (the "District") General Obligation Refunding Bonds, Series 2024 (the "Bonds"), will be issued in the form of fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, and will be available initially to ultimate purchasers through the book-entry-only system maintained by DTC in amounts of $5,000 of principal each or integral multiples in excess thereof due on specified maturity dates. Interest on the Bonds will be paid semiannually on July 15 and January 15 of each year, commencing July 15, 2024*. Payments of principal and interest will be paid by wire transfer to DTC for subsequent disbursements to DTC participants which will remit such payments to the beneficial owners of the Bonds. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM."

SEE INSIDE FRONT COVER PAGE FOR MATURITY SCHEDULE

The Bonds are authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and Title 35, Chapter 3, Article 4, Arizona Revised Statutes (the "Refunding Act"). The Bonds will be issued pursuant to a resolution of the Board of Directors of the District adopted on May 7, 2024*. The Bonds will be payable as to both principal and interest from *ad valorem* taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate; provided, however, that such taxes will be limited by the Refunding Act to an amount which shall not exceed the total aggregate principal and interest requirements coming due on the Bonds Being Refunded (as defined herein) from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The application of such taxes to the payment of the Bonds will be subject to the rights vested in the owners of the Bonds Being Refunded from the same source in the event of a deficiency in the monies and securities to be purchased with the proceeds of the Bonds and held in trust to pay principal of and interest on the Bonds Being Refunded. The owners of the Bonds must rely on the sufficiency of the monies and securities held in trust for payment of the Bonds Being Refunded. See "PLAN OF REFUNDING" and "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" herein.

The Bonds will not be subject to redemption prior to their stated maturities.

Proceeds of the sale of the Bonds will be used to refund the Bonds Being Refunded and pay costs of issuance of the Bonds.

The District intends to apply, or has applied, to bond insurance companies (each a "Bond Insurer") for a municipal bond insurance policy (the "Policy") for the Bonds. If the Policy is purchased it will be to guarantee the scheduled payments of principal and interest on the Bonds and issued by the Bond Insurer concurrently with the delivery of the Bonds. See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF BUCKEYE, ARIZONA, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT WITH THE LIMITATIONS DESCRIBED HEREIN) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY OF BUCKEYE, ARIZONA, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT WITH THE LIMITATIONS DESCRIBED HEREIN) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

The Bonds will be offered when, as and if issued by the District and subject to the approval of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Gust Rosenfeld P.L.C., Phoenix, Arizona, and for the Underwriter identified below by its counsel, Greenberg Traurig, LLP, Phoenix, Arizona. It is expected that delivery of the Bonds will be made through the facilities of DTC on or about June 13, 2024*.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

RAYMOND JAMES®

* Subject to change.

$11,235,000*
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

MATURITY SCHEDULE*

Year (July 15)	Principal Amount	Rate	Yield	CUSIP® (a) No. (Base 86724P)
2024	$ 480,000	%	%	
2025	675,000			
2026	710,000			
2027	745,000			
2028	785,000			
2029	955,000			
2030	1,245,000			
2031	1,305,000			
2032	1,375,000			
2033	1,445,000			
2034	1,515,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Financial Advisor, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

* Subject to change.

SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

DISTRICT BOARD

Eric Orsborn, *District Board Chairman*
Tony Youngker, *District Board Member*
Clay Goodman, *District Board Member*
Jeanine Guy, *District Board Member*
G. Patrick HagEstad, *District Board Member*
Michelle Hess, *District Board Member*
Craig Heustis, *District Board Member*

DISTRICT STAFF

Daniel Cotterman, *District Manager*
William Kauppi, *District Treasurer*
Lucinda Aja, *District Clerk*

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT AND DEPOSITORY TRUSTEE

U.S. Bank Trust Company, National Association
Phoenix, Arizona

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, should be considered in its entirety, and no one subject should be considered less important than another by reason of location in the text. Brief descriptions of the Sundance Community Facilities District (City of Buckeye, Arizona) (the "District"), the District's General Obligation Refunding Bonds, Series 2024 (the "Bonds"), the hereinafter described Bond Resolution, the security for the Bonds and other information are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bonds, the Bond Resolution and any other documents are qualified in their entirety by reference to such documents, copies of which may be obtained from Raymond James & Associates, Inc. (the "Underwriter"), at 8501 North Scottsdale Road, Suite 250, Scottsdale, Arizona 85253.

The information set forth herein has been obtained from the District and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Underwriter or Hilltop Securities Inc. (the "Financial Advisor"). This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions or that they will be realized. The presentation of information, including tables of *ad valorem* tax rates and general obligation bonded indebtedness, in this Official Statement is intended to show recent historical information and, except as expressly stated otherwise, is not intended to indicate future or continuing trends. No representation is made that the past experience shown by such information will necessarily continue or be repeated in the future.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information."

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District, the Financial Advisor or the Underwriter, or any of their respective counsel, including Bond Counsel and counsel to the Underwriter, and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

[Bond Insurer disclosure placeholder]

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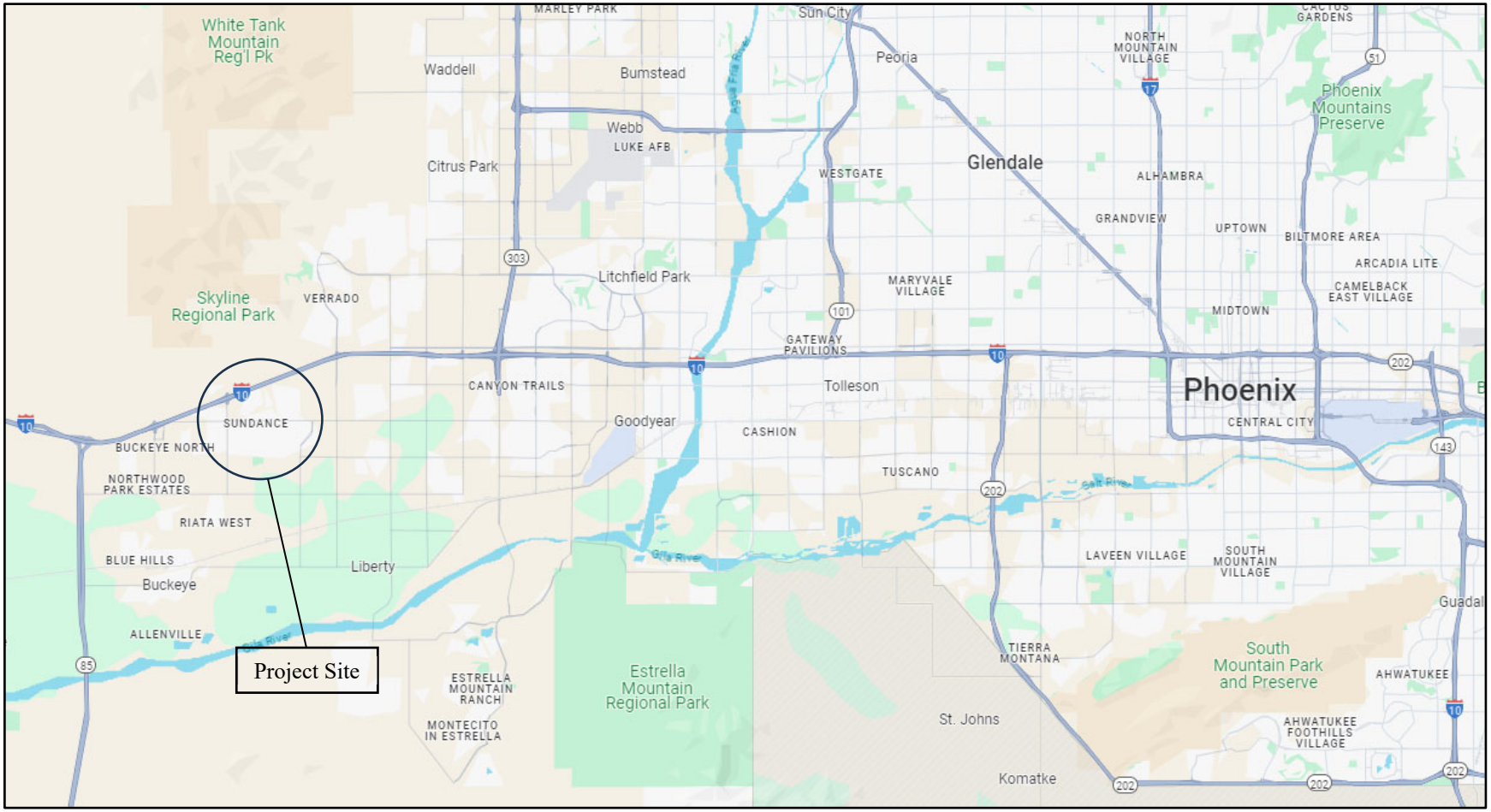
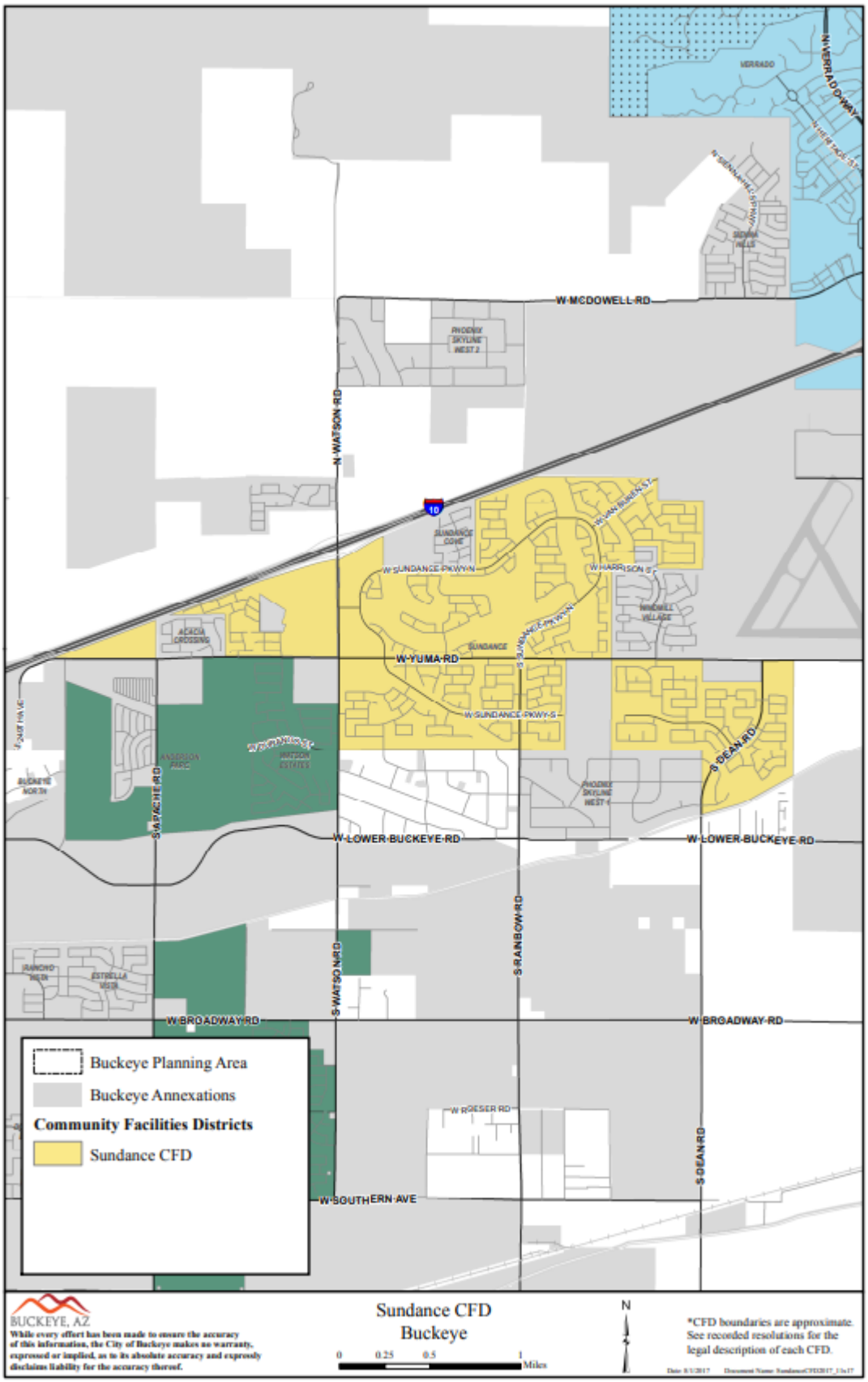
MAP SHOWING LOCATION OF THE DISTRICT
WITHIN METROPOLITAN PHOENIX AREA



MAP OF THE DISTRICT BOUNDARIES



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OFFICIAL STATEMENT

$11,235,000*
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the issuance of $11,235,000* aggregate principal amount of Sundance Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024 (the "Bonds").

THE DISTRICT

Pursuant to the Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Enabling Act"), and in response to a petition filed by all of the real property owners within Sundance Community Facilities District (City of Buckeye, Arizona) (the "District"), the Mayor and Council of the Town of Buckeye, Arizona (the "Town"), adopted a resolution on June 19, 2001, which formed the District. Effective January 1, 2014, the Town organized as a city and became the City of Buckeye, Arizona (the "City"), the successor in interest to the Town. See APPENDIX A – "INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA" for information about the City.

The District is approximately 1,860 acres within an approximately 2,016 acre master-planned community called Sundance (the "Project"). The Project is located approximately 30 miles west of downtown Phoenix, primarily south of Interstate 10, extending approximately from Miller Road to one-half mile east of Dean Road. Single-family residential units represent approximately 1,408 acres within the Project. The Project's development was originally estimated for 5,172 residential units at completion and as of February 15, 2024, the Assessor of the County (defined herein) has classified 5,200 parcels as residential properties. Management of the homeowners' associations in the Project are being administered by representatives of the resident homeowners.

In addition to residential and commercial development, several private community amenities are also available to the residents of the District, including a daily fee golf course open to the public, a clubhouse facility, and swimming pools and tennis courts for residents of certain retirement communities within the District.

The total Project acreage can be categorized approximately as follows:

Total Project	Approximate Project Acres
Residential Units	1,408
Golf Course	182
School Sites	102
Wastewater Treatment Plant	4
Commercial	210
Major Streets	110
Total	2,016

The District was created to finance the acquisition and/or construction of public infrastructure within the District. The District is a special purpose, tax levying public improvement district for purposes of the Constitution of the State of Arizona (the "State" or "Arizona") and a municipal corporation for certain purposes of the laws of the State. Except as otherwise provided in the Enabling Act, the District is considered to be a municipal corporation and political subdivision of the State, separate and apart from the City. The Mayor and Council of the City serve, ex officio, as members of the Board of Directors of the District (the "Board"), and the City Manager of the City serves as the District Manager.

Water production and supply, wastewater collection and treatment, garbage collection and disposal, and police and protection services for the District are provided by the City. Electrical service for the District is provided by Arizona

* Subject to change.

Public Service Company. Telephone and data service is provided by Cox Communications and Zona Communication. Cable television service is provided by Cox Communications.

Properties in the District are served by the Buckeye Elementary and Liberty Elementary School Districts of Maricopa County, Arizona, the Buckeye Union High School District of Maricopa County, Arizona and Western Maricopa Education Center District of Maricopa County, Arizona.

The District has the authority, with voter approval, to issue general obligation bonds payable from *ad valorem* taxes levied on all taxable property within the boundaries of the District, without limitation as to rate or amount, to finance, among other things, the acquisition costs of public infrastructure purposes within the District, including incidental costs and the costs of issuing bonds. See "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Additional General Obligation Bonded Indebtedness of the District" herein. As the portion of the Project located within the boundaries of the District is essentially built out, the District currently has no plans to issue additional general obligation bonds for new money purposes notwithstanding the right to do so pursuant to applicable law and the remaining authority from the hereinafter defined Election. However, no assurances can be given and the District may determine to issue such general obligation bonds in the future. The District also levies an *ad valorem* property tax of $0.30 per $100 of Net Limited Assessed Property Value (as defined herein), the proceeds of which are used to pay a portion of the operation and maintenance expenses of the District (the "Operation and Maintenance Tax").

THE BONDS

Authorization and Purpose

The Bonds are authorized pursuant to the Enabling Act, Title 35, Chapter 3, Article 4, Arizona Revised Statutes (the "Refunding Act") and a resolution adopted by the Board on May 7, 2024* (the "Bond Resolution"). The Bonds are being issued to (i) establish a Trust Account (as defined herein) containing monies and certain obligations that will, together with certain investment income thereon, be sufficient to pay the redemption price of the Bonds Being Refunded (as defined herein) through their redemption date, as described under "PLAN OF REFUNDING" and (ii) pay costs of issuance of the Bonds.

General Description

The Bonds will be dated the date of their initial delivery, and will mature and bear interest at the rates as set forth on the inside front cover page of this Official Statement.

Interest on the Bonds will be paid semiannually on July 15 and January 15 of each year, commencing July 15, 2024* (each such date being referred to herein as an "Interest Payment Date"). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of their initial delivery, calculated on the basis of a 360-day year of twelve 30-day months. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM." The District has chosen the close of business on the last day of the calendar month (other than a Saturday, Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "Business Day")) next preceding the applicable Interest Payment Date, or if such day is not a Business Day, the previous Business Day, as the record date for the Bonds (the "Record Date").

The principal of, redemption price for and interest on the Bonds will be payable when due to Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as the securities depository of the Bonds for a book-entry-only system (the "Book-Entry-Only System"). The Bonds will be available initially to ultimate purchasers under such system in amounts of $5,000 of principal each or integral multiples in excess thereof due on specified maturity dates. No document of any nature whatsoever need be surrendered as a condition to payment of the principal of and interest on the Bonds. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM."

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association, will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

* Subject to change.

No Prior Redemption

The Bonds will not be subject to redemption prior to their stated maturities.

Registration and Transfer When Book-Entry-Only System Has Been Discontinued

If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bond or Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds during the period from the Record Date to and including the respective Interest Payment Date.

The transferor will be responsible for all fees, taxes and any other costs relating to the transfer of ownership of individual Bonds.

SOURCES AND APPLICATION OF FUNDS*

Sources		
Par Amount of Bonds	$	11,235,000.00
[Net] Original Issue Premium (a)		
Total	$	
Applications		
Deposit to Depository Trustee	$	
Payment of Costs of Issuance (b)		
Total	$	

[(a) Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]

(b) Includes [bond insurance premium, if any, and] compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.

PLAN OF REFUNDING

The proceeds of the sale of the Bonds remaining after payment of certain costs of issuance will be irrevocably deposited into a trust account (the "Trust Account") with U.S. Bank Trust Company, National Association, as depository trustee (the "Depository Trustee"), pursuant to a depository trust agreement, to be dated as of June 1, 2024* (the "Depository Trust Agreement"), by and between the District and the Depository Trustee.

Funds deposited in the Trust Account will be used to acquire securities issued by or guaranteed by the United States of America (the "Government Obligations"), the maturing principal of and interest income with respect to which are calculated to be sufficient, along with an initial cash balance held pursuant to the Depository Trust Agreement, to pay interest on and the redemption price of the bonds identified in the table below (the "Bonds Being Refunded") through their redemption date. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

* Subject to change.

The following table sets forth the series, stated maturity dates, principal amounts outstanding and to be redeemed, redemption date, redemption price, and CUSIP numbers of the Bonds Being Refunded:

Refunded Issue	Maturity Date (July 15)	Principal Amount Outstanding	Amount Being Refunded *	Redemption Date *	Redemption Price	CUSIP® (a) (Base No. 86724P)
General Obligation	2029	$ 4,365,000	$ 4,365,000	08/12/24	100%	BV9
Bonds, Series 2014	2034	7,345,000	7,345,000	08/12/24	100	BW7
		$11,710,000	$11,710,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, Bond Counsel, the Financial Advisor (as defined herein), the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

If the monies and the Government Obligations deposited with the Depository Trustee and held in the Trust Account are not sufficient to pay the principal of and interest on the Bonds Being Refunded, the District will remain liable for payment of the Bonds Being Refunded. The *ad valorem* property tax to be levied for the payment of the Bonds is unlimited as to rate, but limited in amount so that the aggregate of taxes levied to pay principal of and interest on the Bonds will not exceed the total aggregate principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. The Refunding Act provides that the issuance of the Bonds in no way infringes upon the rights of holders of the Bonds Being Refunded to rely upon a tax levy for the payment of principal of and interest on the Bonds Being Refunded if the monies and the Government Obligations deposited with the Depository Trustee prove insufficient. The Refunding Act further provides that owners of the Bonds must rely upon the sufficiency of the monies and the Government Obligations deposited with the Depository Trustee for the payment of the Bonds Being Refunded. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" herein.

The Depository Trust Agreement provides that the Trust Account created is irrevocable and the Depository Trust Agreement shall not be revoked or amended in any manner that may adversely affect the Trust Account and the rights of the owners of the Bonds Being Refunded. Notwithstanding the irrevocable nature of the Trust Account, the provisions of A.R.S. § 38-511, provide that all contracts entered into by the District must give notice of the provisions of A.R.S. § 38-511. A.R.S. § 38-511 provides that within three years of its execution, the District may cancel any contract, including the Depository Trust Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the District is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The District is not aware of any fact or circumstance that would give rise to cancellation of the Depository Trust Agreement. Regardless of the disposition of the Depository Trustee, the contents of the Trust Account will remain irrevocably pledged to payment of the Bonds Being Refunded.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Public Finance Partners LLC (the "Verification Agent") will deliver to the District, on or before the settlement date of the Bonds, its verification report indicating that it has verified the mathematical accuracy of the mathematical computations of the adequacy of the initial cash balance and the maturing principal of and interest on the Government Obligations, to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Bonds Being Refunded.

The Verification Agent relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the District. In addition, the Verification Agent has relied on any information provided to it by the District's retained advisors, consultants or legal counsel.

* Subject to change.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

General

The Board will annually levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any amounts from the sources described in the Enabling Act and available pursuant to the Bond Resolution, to pay debt service with respect to the Bonds as the same becomes due, unlimited as to rate but limited in amount so that the total aggregate of taxes levied to pay principal of and interest on the Bonds will not exceed the total aggregate of principal of and interest due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded. Subject to such limitation, such taxes are to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. Amounts derived from the levy of such tax when collected constitute funds to pay the debt service on the outstanding general obligation bonds of the District (including debt service with respect to the General Obligation Bonds, Series 2014, the General Obligation Bonds, Series 2018 and the General Obligation Refunding Bonds, Series 2018 (collectively the "Prior Bonds") and with respect to the Bonds) and will be kept separately from other funds of the District. The Board also levies the Operation and Maintenance Tax. See "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Additional General Obligation Bonded Indebtedness of the District."

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT WITH THE LIMITATIONS DESCRIBED HEREIN) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT WITH THE LIMITATIONS DESCRIBED HEREIN) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

Ad Valorem Property Taxation in the District

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special service districts such as sanitary, fire, road improvement and career technical education districts are "secondary taxes." See "Primary Taxes" and "Secondary Taxes" below.

Taxable Property. Real property and improvements and personal property are either valued by the Assessor of Maricopa County, Arizona (the "County") or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value. In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins

generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value. In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions. The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the District.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios. All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2020	2021	2022	2023	2024
Mining, utilities, commercial and industrial (b)	18.0%	18.0%	17.5%	17.0%	16.5%
Agricultural and vacant land	15.0	15.0	15.0	15.0	15.0
Owner occupied residential	10.0	10.0	10.0	10.0	10.0
Leased or rented residential	10.0	10.0	10.0	10.0	10.0
Railroad, private car company and airline flight property (c)	15.0	15.0	15.0	15.0	15.0

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to A.R.S. § 42-15005.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Primary Taxes. Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed

Property Value (as defined herein). "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bonded indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes. Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, and career technical education districts, and the taxes levied by the school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Tax Procedures. The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth in TABLE 2 is a record of property taxes levied and collected in the District for a portion of the current fiscal year and the previous five fiscal years.

TABLE 2

Real and Secured Property Taxes Levied and Collected
Sundance Community Facilities District

Fiscal Year	District Tax Rate	Real and Secured Personal Property Tax Levy (b)	Collected to June 30 End of Fiscal Year (a)		Total Collections through January 31, 2024	
			Amount	Percent of Adj. Levy	Amount	Percent of Tax Levy (c)
2023/24	$2.2826	$2,103,296	(d)		$1,184,589	56.32%
2022/23	2.3917	2,089,377	$2,060,078	98.60%	2,080,714	99.59
2021/22	2.6717	2,159,916	2,131,287	98.67	2,158,147	99.92
2020/21	2.8357	2,123,014	2,106,431	99.22	2,121,873	99.95
2019/20	2.8618	1,963,682	1,930,525	98.31	1,963,015	99.97
2018/19	2.8707	1,899,006	1,880,662	99.03	1,840,176	96.90

(a) Reflects collections made through the end of the Fiscal Year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1; the second installment is due on March 1 and becomes delinquent on May 1. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.333%. Interest and penalty collections for delinquent taxes are not included in the collection figures above but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

(b) Tax levy is as reported by the Treasurer as of August of each tax year. Amount does not include adjustments made to levy amounts after the August report. The District's tax levy includes the amount necessary for debt service as well as the Operation and Maintenance Tax.

(c) Total collections as percent of tax levy shown are based on the original levy set by the County and do not reflect adjustments.

(d) In the process of collection.

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures. The property taxes due the District are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated monthly at a rate of 1.33% as of the first day of each subsequent month. (Interest and penalties for delinquent taxes are waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor (as defined herein) or their respective agents, consultants or counsel, including Bond Counsel and counsel to the Underwriter, has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years. See "RISK FACTORS – Bankruptcy and Foreclosure Delays."

TABLE 3

Net Limited Assessed Property Value by Property Classification
Sundance Community Facilities District

Class	2024/25 (a)	2023/24	2022/23	2021/22	2020/21	2019/20
Commercial, Industrial, Utilities & Mines	$28,660,536	$26,911,800	$25,815,396	$23,903,616	$20,589,598	$16,629,407
Agricultural & Vacant	1,911,731	1,952,348	2,056,633	1,816,929	1,899,869	2,214,160
Residential (Rental Occupied)	47,019,901	44,748,976	41,897,933	38,932,938	36,654,458	34,485,177
Residential (Owner Occupied)	19,434,525	18,532,393	17,589,515	16,190,846	15,723,417	15,288,282
Total (b)	$97,026,693	$92,145,517	$87,359,477	$80,844,329	$74,867,342	$68,617,026

(a) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(b) Totals may not add up due to rounding.

Source: *Abstract by Tax Authority*, the Assessor of the County (August dated file for each corresponding year).

TABLE 4

Net Limited Assessed Property Value of Major Taxpayers
Sundance Community Facilities District

Major Taxpayer (a)	2023/24 Net Limited Assessed Property Value	As % of 2023/24 Net Limited Assessed Property Value
Watson Property LLC	$ 4,685,785	5.09%
Arizona Public Service	4,132,970	4.49
Vestar Sundance Towne Cntr LLC Wal-Mart Inc.	2,766,340	3.00
Vestar Sundance Towne Cntr LLC Lowes HIW Inc.	1,872,346	2.03
Interstate Holdings Inc.	1,825,768	1.98
GSA Sundance L P	1,228,953	1.33
ARHC BMBUCAZ01 LLC	1,169,624	1.27
Lodgepros Buckeye TOO LLC	1,062,821	1.15
Lodgepros Buckeye LLC	991,265	1.08
JBI Buckeye LLC	738,204	0.80
Total (b)	$20,474,076	22.22%

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. No representative of the District, the Underwriter, the Financial Advisor, Bond Counsel or Counsel to the Underwriter (as defined herein) has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

(b) Totals may not add due to rounding.

Source: The Assessor of the County.

TABLE 5

Comparative Net Limited Assessed Property Values
Sundance Community Facilities District

Fiscal Year	Sundance Community Facilities District	City of Buckeye	Maricopa County	State of Arizona
2024/25 (a)	$97,026,703	$953,508,266	$58,328,686,358	$[_____]
2023/24	92,145,517	809,880,823	54,722,310,149	83,026,530,244
2022/23	87,359,477	718,798,778	51,575,018,185	78,405,598,978
2021/22	80,844,329	617,421,432	48,724,126,672	74,200,233,397
2020/21	74,867,342	558,013,165	45,704,969,813	69,914,507,682
2019/20	68,617,026	496,102,577	43,194,326,395	66,154,632,834

(a) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: *Maricopa County Tax Levy*, Maricopa County – Finance Department and *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

TABLE 6

Estimated Net Full Cash Value History
Sundance Community Facilities District

Fiscal Year	Estimated Net Full Cash Value (a)
2024/25 (b)	$2,044,137,552
2023/24 (c)	1,612,374,773
2022/23	1,268,456,457
2021/22	1,119,862,838
2020/21	1,026,662,426
2019/20	934,031,241

(a) Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.

(b) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(c) Full Cash Value of the property for Fiscal Year 2023/24 is $1,649,688,472.

Source: Total market value and Full Cash Value of property exempt from taxation from *Abstract by Tax Authority*, the Assessor of the County (August dated file for each corresponding year).

General Obligation Bonded Indebtedness to be Outstanding. The following table lists the general obligation bonded indebtedness of the District that will be outstanding after issuance of the Bonds:

TABLE 7

General Obligation Bonded Indebtedness to be Outstanding
Sundance Community Facilities District

Series	Purpose	Original Amount	Final Maturity	Total Outstanding	
2014	Various Purposes	$17,945,000	07/15/34	$12,460,000	
2018	Refunding	3,140,000	07/15/29	1,865,000	
2018	Various Purposes	3,265,000	07/15/43	3,265,000	
Total General Obligation Bonds Outstanding				$17,590,000	
Less: Bonds Being Refunded				(11,710,000)	*
Plus: The Bonds				11,235,000	*
Total General Obligation Bonds to be Outstanding				$17,115,000	*

* Subject to change.

DEBT SERVICE REQUIREMENTS

Annual Debt Service Requirements of General Obligation Bonded Indebtedness To Be Outstanding. The District will have the following annual debt service requirements after the issuance of the Bonds:

TABLE 8

Estimated Annual Debt Service Requirements (a)
Sundance Community Facilities District

Period Ending (July 15)	General Obligation Bonds Outstanding* (b)		Bonds*		Estimated
	Principal	Interest	Principal	Interest (c)	Debt Service* (d)
2024	$1,050,000	$514,309	$ 480,000	$ 49,933	$ 2,094,243
2025	315,000	209,700	675,000	537,750	1,737,450
2026	325,000	197,100	710,000	504,000	1,736,100
2027	340,000	184,100	745,000	468,500	1,737,600
2028	350,000	170,500	785,000	431,250	1,736,750
2029	235,000	156,500	955,000	392,000	1,738,500
2030	-	147,100	1,245,000	344,250	1,736,350
2031	-	147,100	1,305,000	282,000	1,734,100
2032	-	147,100	1,375,000	216,750	1,738,850
2033	-	147,100	1,445,000	148,000	1,740,100
2034	-	147,100	1,515,000	75,750	1,737,850
2035	300,000	147,100			447,100
2036	315,000	132,100			447,100
2037	330,000	116,350			446,350
2038	345,000	99,850			444,850
2039	360,000	82,600			442,600
2040	380,000	64,600			444,600
2041	395,000	49,400			444,400
2042	410,000	33,600			443,600
2043	430,000	17,200			447,200
Total	$5,880,000		$11,235,000		$23,475,693

(a) Prepared by the Financial Advisor.

(b) Net of the Bonds Being Refunded.

(c) The first interest payment on the Bonds will be due on July 15, 2024*. Thereafter, interest payments will be made semiannually on January 15 and July 15 until maturity. Interest is estimated at 5.00%.

(d) Totals may not add due to rounding.

OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds sold and scheduled for delivery on before the date of delivery of the Bonds. The applicable percentage of each jurisdiction's Net Limited Assessed Property Value which lies within the District's boundaries was derived from information obtained from the Assessor of the County. Separately

* Subject to change.

shown are the Net Limited Assessed Property Value and combined tax rate per $100 Net Limited Assessed Property Value of each overlapping jurisdiction.

TABLE 9

Overlapping Jurisdiction	General Obligation Bonded Debt Outstanding (b)	Portion Applicable to The District (a) Approximate Percentage	Portion Applicable to The District (a) Net Debt Amount	
State of Arizona	None	0.111%	None	
Maricopa County	None	0.168	None	
Maricopa County Community College District	$ 87,320,000	0.168	$ 147,036	
Maricopa County Special Health Care District	574,205,000	0.167	961,529	
Western Maricopa Education Center District No. 402	114,930,000	0.444	510,092	
Buckeye Elementary School District No. 33	60,900,000	27.528	16,764,491	
Buckeye Union High School District No. 201	61,085,000	8.653	5,285,460	
Liberty Elementary School District No. 25	51,905,000	21.796	11,313,383	
City of Buckeye	None	11.378	None	
The District	17,115,000*	100.000	17,115,000	* (c)
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding			$52,096,991	

(a) Portion applicable to the District is computed on the ratio of Net Assessed Limited Property Value as calculated for Fiscal Year 2023/24 for the overlapping jurisdiction to the amount of such valuation which lies within the District. If the assessed value within the District increases at a faster rate than the overlapping jurisdictions, the amount of overlapping debt allocated for payment within the District will increase.

(b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County improvement districts, as the obligations of these districts are presently being paid from special assessments against property within the various improvement districts.

Does not include presently authorized but unissued general obligation bonds of the overlapping jurisdictions identified below which may be issued in the future. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Buckeye Elementary School District No. 33	$18,750,000
The District	17,790,000

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment

* Subject to change.

period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See A.R.S. § 48-3715 and § 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) Includes the Bonds, net of the Bonds of Being Refunded.

Source: The various entities, *Maricopa County Tax Levy*, Department of Finance of the County, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE 10

Direct and Overlapping Net Limited Assessed Property Value and Total Tax Rates

Overlapping Jurisdiction	2023/24 Net Limited Assessed Property Value	2023/24 Combined Tax Rate Per $100 of Net Limited Assessed Property Value (a)(b)	
State of Arizona	$83,026,530,244	None	
Maricopa County	54,722,326,231	$1.2044	
Maricopa County Community College District	54,722,326,231	1.1388	
Maricopa County Fire District Annual Levy	54,722,326,231	0.0081	(c)
Maricopa County Flood Control District	50,354,573,089	0.1536	(d)
Maricopa County Special Health Care District	55,027,363,791	0.2716	
Maricopa County Library District	54,722,326,231	0.0488	
Central Arizona Water Conservation District	55,027,363,791	0.1400	(e)
Western Maricopa Education Center District No. 402	20,761,536,409	0.1807	
Buckeye Elementary School District No. 33	334,734,996	5.0977	
Buckeye Union High School District No. 201	1,064,942,169	2.9938	
Liberty Elementary School District No. 25	422,757,102	4.0943	
City of Buckeye	809,880,823	1.6513	
The District	92,145,517	2.2826	(f)

(a) Represents the combined tax rate including the tax rate for debt service payments and the tax rate for all other purposes such as maintenance and operation and capital outlay.

(b) All levies for library districts, hospital districts, fire districts, technology districts, water conservation districts and flood control districts are levied on the net full cash assessed value.

(c) The County is mandated to levy a tax annually in support of fire districts in the County.

(d) Does not include the personal property assessed valuation within the County.

(e) Includes only the assessed valuation located within the County.

(f) Includes the Operation and Maintenance Tax.

Additional General Obligation Bonded Indebtedness of the District

In addition to the Prior Bonds and the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Enabling Act, additional series of general obligation bonds payable from *ad valorem* taxes. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District – General Obligation Bonded Indebtedness to be Outstanding."

The Enabling Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60 percent of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the Assessor of the County, the Board has determined that issuance of the Bonds will meet the test set forth above. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District – Full Cash Value.")

Pursuant to a general obligation bond election held on August 7, 2001 (the "Election"), the District was authorized to incur general obligation bonded indebtedness in an amount not to exceed $50,000,000 and of which $17,790,000 remains authorized but unissued, payable from *ad valorem* taxes levied on all property within the District without limit as to rate or amount. Such remaining authorized but unissued amount may be subject to further reduction based on the amount of net premium on general obligation bonds of the District. Additional bonds may be issued in order to finance, among other things, the costs of public infrastructure and public infrastructure purposes within the District, including incidental costs. Additional indebtedness could be authorized for the District in the future pursuant to other elections. As the portion of the Project located within the boundaries of the District is essentially built out, the District currently has no plans to issue additional general obligation bonds for new money purposes notwithstanding the right to do so pursuant to applicable law and the remaining authority from the Election. However, no assurances can be given and the District may determine to issue such general obligation bonds in the future.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional indebtedness payable from taxes on all or a portion of the property within the District that may be issued in the future by other political subdivisions, including but not limited to the City, the County, Buckeye Elementary School District No. 33 of Maricopa County, Arizona, Liberty Elementary School District No. 25 of Maricopa County, Arizona, Buckeye Union High School District No. 201 of Maricopa County, Arizona, Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, Maricopa County Community College District, Maricopa County Special Health Care District or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness could be authorized for such overlapping jurisdictions in the future. See "RISK FACTORS – Direct and Overlapping Indebtedness."

Other Debt of the District

The District has no other debt outstanding.

BOND INSURANCE

The District intends to apply, or has applied, to bond insurance companies (each a "Bond Insurer") for a municipal bond insurance policy (the "Policy") for the Bonds to guarantee the scheduled payments of principal of and interest on the Bonds. A commitment to provide the Policy has not been issued, and representatives of the District have yet to determine whether, if such commitment is issued, the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to bond insurance generally.

RISK FACTORS RELATED TO BOND INSURANCE

If the District determines to obtain the Policy for the Bonds, in the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely from *ad valorem* property taxes as described under "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS." In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer's financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District, the Underwriter, the Financial Advisor or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

RISK FACTORS

[Team to discuss relevancy of all risk factors given full development]

Investment in the Bonds involves a significant degree of risk and is speculative in nature. The Bonds will be secured solely by *ad valorem* property taxes to be levied on all taxable property within the boundaries of the District. Anyone considering investing in the Bonds should carefully examine this Official Statement, including the Appendices hereto. *INVESTMENT IN THE BONDS SHOULD BE UNDERTAKEN ONLY BY PERSONS WHOSE FINANCIAL RESOURCES ARE SUFFICIENT TO ENABLE THEM TO ASSUME SUCH RISK. THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION.*

This discussion of risk factors is not, and is not intended to be, exhaustive, and such risk factors are not necessarily presented in the order of their magnitude.

Availability of Utilities

Electrical services are provided by Arizona Public Service Company. Water production and supply, wastewater collection and treatment sewer service to the District are provided by the City and as described under the heading "DISTRICT." The Project has a Certificate of Assured Water Supply for each existing final plat. However, future water availability, drought, flooding, environmental conditions and other climate related conditions in Arizona and the other Colorado River Basin states are unpredictable and subject to change. The impacts associated with climate and natural disasters and other "force majeure" events on the District cannot be predicted.

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District." Such valuation, and particularly decreases therein, may reduce the willingness of property owners to pay the *ad valorem* property taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness and Taxes

The ability of an owner of property within the District to pay the *ad valorem* property taxes of the District could be affected by the existence of other taxes and assessments imposed upon the property. The District and other public entities whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional *ad valorem* property taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS.") The lien created on the property within the District through the levy of *ad valorem* property taxes would be on a parity with the *ad valorem* property taxes securing the Bonds. The imposition of additional parity liens, or subordinate liens in the case of future special assessments may reduce the ability or willingness of the landowners to pay the *ad valorem* property taxes securing the Bonds as well as, in the case of failure of payment thereof, the existence of buyers of such property at any foreclosure sale for purposes of paying such taxes. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District."

Bankruptcy and Foreclosure Delays

The payment of the *ad valorem* taxes securing the Bonds and the ability of the District to foreclose the lien of delinquent, unpaid, *ad valorem* taxes may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not extinguish the *ad valorem* taxes securing the Bonds, the bankruptcy of a property owner could result in a delay in the foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the Bonds when due. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District."

It should be noted that in the event of bankruptcy of a taxpayer pursuant to the Bankruptcy Code, the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly noninterest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* property taxes on a property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy would be stayed pursuant to the Bankruptcy Code. While the stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of a bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections becomes uncertain.

In the event the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Financial Advisor, the Underwriter or their respective agents, consultants or counsel, including Bond Counsel or counsel to the Underwriter, has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

[Environmental Matters]

[Property in the District will be subject to risks related to the environment and climate change or risks arising out of archeological and biological considerations generally associated with the ownership of real estate. Such risks include, in general, the availability of homeowner's insurance as a result of factors related to the environment or climate change, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values in the Project resulting from any contamination on the site or from the proximity of the site to other contaminated areas; discovery of archeological artifacts located on the site or in the vicinity of the site; or discovery of endangered species of animals, plants or other habitat for endangered species and a determination of the waterways of the United States against dredging or fill. Liability may arise under a variety of federal, state or local laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Endangered Species Act and the National Historical Preservation Act.]

Risk of Internal Revenue Service Audit

The Internal Revenue Service (the "Service") has announced a program of auditing tax-exempt bonds which can include those issued by special purpose governmental units, such as the District, for the purpose of determining whether the Service agrees (i) with the determination of Bond Counsel that interest on the Bonds is tax-exempt for federal income tax purposes or (ii) that the District is in or remains in compliance with Service regulations and rulings applicable to governmental bonds such as the Bonds. The commencement of an audit of the Bonds could adversely affect the market

value and liquidity of the Bonds, regardless of the final outcome. An adverse determination by the Service with respect to the tax-exempt status of interest on the Bonds could be expected to adversely impact the secondary market, if any, for the Bonds, and, if a secondary market exists, would also be expected to adversely impact the price at which the Bonds can be sold. The Bond Resolution does not provide for any adjustment to the interest rates borne by the Bonds in the event of a change in the tax-exempt status of the Bonds. Owners of the Bonds should note that, if the Service audits the Bonds, under current audit procedures the Service will treat the District as the taxpayer during the initial stage of the audit, and the owners of the Bonds will have limited rights to participate in such procedures. There can be no assurance that the District will have revenues available to contest an adverse determination by the Service. No transaction participant, including the District, the Financial Advisor, Bond Counsel, counsel to the Underwriter, or the Underwriter is obligated to pay or reimburse the owner of any of the Bonds for audit or litigation costs in connection with any legal action, by the Service or otherwise, relating to the Bonds.

There can be no assurance that an audit by the Service of the Bonds will not be commenced. However, the District has no reason to believe that any such audit will be commenced, or that if commenced, an audit would result in a conclusion of noncompliance with any applicable Service position, regulation or ruling. No rulings have been or will be sought from the Service with respect to any federal tax matters relating to the issuance, purchase, ownership, receipt or accrual of interest upon, or disposition of the Bonds. See also "TAX EXEMPTION" herein.

LITIGATION

No litigation or administrative action or proceeding is pending to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of taxes to pay the debt service on the Bonds, to contest or question the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Representatives of the District will deliver a certificate to the same effect at the time of the initial delivery of the Bonds.

FINANCIAL STATEMENTS

The financial statements of the District as of June 30, 2023, and for its fiscal year then ended, which are included as Appendix E to this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. as stated in its opinion which appears in Appendix E – "AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023." The District neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements. In addition, as a "blended component unit" of the City, certain information regarding the District is contained in the City's comprehensive annual financial reports. The City's comprehensive annual financial report for the fiscal year ended June 30, 2023, is publicly available and is available upon request from the District Treasurer.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinions of Bond Counsel will be dated as of the date of initial delivery of the Bonds. The forms of such opinions are included as APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" attached hereto.

The Internal Revenue Code of 1986, as amended (the "Code") imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of its investment earnings with respect to the Bonds. The District has covenanted to comply with the provisions of the Code relating to such matters and the opinion of Bond Counsel assumes continuing compliance with such covenants. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Bonds do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined

in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value and marketability (liquidity) of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver opinions substantially different from the opinions shown in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL." The extent of changes in Bond Counsel's opinions cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on July 15, 20__ through and including July 15, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold, the "OID Issue Price") of the Discount Bonds and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 15 and July 15 (with straight-line interpolation between compounding dates). The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of

Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 15, 20___, through and including July 15, 20__ (collectively, the "Premium Bonds"), are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") is expected to assign the rating of "AA" to the Bonds with the understanding that the Policy will be delivered by the Bond Insurer (as defined herein) simultaneously with the issuance of the Bonds. S&P has also assigned the underlying rating of "___" to the Bonds. Such ratings reflect only the view of S&P. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. Such ratings may be revised or withdrawn entirely at any time by S&P if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market price or marketability of the Bonds. The District will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" hereto.

LEGAL MATTERS

The Bonds are sold with the understanding that the District will furnish the Underwriter with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION"). The signed legal opinion of Bond Counsel will be dated and premised on the law in effect only as of the date of original delivery of the Bonds and will be delivered to the District at the time of original issuance. The fees of Bond Counsel and Counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed text of the legal opinion is set forth as APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL." The legal opinion to be delivered may vary from the text of APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "PLAN OF REFUNDING," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior continuing disclosure undertakings) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by its counsel, Greenberg Traurig, LLP.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, affecting the operations of community facilities districts which could have a material effect on the District and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

UNDERWRITING

The Bonds will be purchased by Raymond James & Associates, Inc. (the "Underwriter") at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Bond Purchase Contract") entered into by and between the District and the Underwriter. If the Bonds are sold to produce the yields or prices shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bond Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page hereof may be changed, from time to time, by the Underwriter without amendment of the Official Statement.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system, each as described in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule"). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds, specifically their market price and transferability.

FINANCIAL ADVISOR

Hilltop Securities Inc. (the "Financial Advisor") has been engaged by the District for the purpose of advising the District as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the District's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the District. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy and completeness of the information contained herein.

RELATIONSHIP AMONG PARTIES

Bond Counsel also acts as counsel to the Underwriter with respect to other bonds underwritten by the Underwriter and serves and has served as bond counsel for one or more of the political subdivisions that the District territorially overlaps. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

The Underwriter and the Financial Advisor have underwritten or acted as financial advisor with respect to bonds issued by the City and other overlapping political subdivisions.

This Official Statement has been approved, executed and delivered by the District.

SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By: _____
Chairman, Board of Directors

INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA

The following information concerning the City is for background information only as the District lies within the geographical limits of the City. THE BONDS ARE NOT AN OBLIGATION OF THE CITY IN ANY RESPECT. THE BONDS ARE DIRECT GENERAL OBLIGATIONS OF THE DISTRICT, PAYABLE FROM AD VALOREM TAXES LEVIED AGAINST ALL TAXABLE PROPERTY IN THE DISTRICT, LIMITED AS DESCRIBED UNDER THE HEADING "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"), with its City Hall approximately four miles south of Interstate 10 on State Route 85. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass approximately 650 square miles and the City sits at an elevation of 888 feet above sea level. Not all property within the perimeter boundaries of the City are annexed into the City, however over 392 square miles is annexed into the City.

The following table illustrates respective population statistics for the City, the County, and the State.

POPULATION STATISTICS

Calendar Years	City of Buckeye	Maricopa County	State of Arizona
2023 Estimate (a)	109,729	4,665,020	7,525,113
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339
1980 Census	3,434	1,509,175	2,716,546

(a) Estimate as of July 1, 2023 (released December 2023).

Source: Arizona Department of Commerce, Population Statistics Unit and the U.S. Census Bureau.

Government

The City operates under a Council-Manager form of government. The "Council" is comprised of the Mayor and six Councilmembers. The Mayor is elected at large every four years. Councilmembers each represent a district and are elected to staggered four-year terms. The Council appoints a Manager who has full responsibility for carrying out Council policies and administering operations.

The City provides a portion of its residents with water and sewer services; electricity is provided by Arizona Public Service Company, natural gas is provided by Southwest Gas Company and telephone service is provided by CenturyLink Communications Inc. In some areas of the City, water and/or sewer services are provided by private utility companies.

Transportation

State Route 85, connecting the City with Phoenix, runs north to south just west of the City's downtown. Interstate 10 also traverses the northern portion of the City. Buckeye Municipal Airport, adjacent to Interstate 10, is used by small, general aviation aircraft and is planning a future runway extension. Sky Harbor International Airport in Phoenix provides passenger air service. Bus lines are also available in the Phoenix metropolitan area.

Economy

The Roosevelt Irrigation District and Buckeye Water Conservation and Drainage District canals provide a renewable supply of water for the City's farming needs. Employment for the City's residents is provided by agricultural activity services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located approximately 20 miles west of the City and is outside the boundaries of the City. The close proximity of the City to the greater Phoenix metropolitan area also provides employment. Part of the City's agricultural production includes Pima cotton which is processed in local cotton gins and exported worldwide. See below for certain historic employment information and a list of major employers located in and within close proximity of the City.

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail	1,470
State of Arizona	Government	1,020
City of Buckeye	Government	650
Buckeye Elementary School District 33	Education	490
Frys Food Stores	Grocery	490
Clayton Homes	Homebuilder	440
Litchfield Elementary School District 79	Education	400
Funko	Retail	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District 25	Education	170

Source: Maricopa Association of Governments, Employer Database. Accessed February 22, 2023.

The table below illustrates the unemployment rate averages for the City.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	United States	State of Arizona (a)	Maricopa County (a)	City of Buckeye (a)
2024 (b)	4.1%			
2023	3.6	3.9%	3.4%	4.6%
2022	3.7	3.8	3.3	4.5
2021	5.4	5.1	4.6	6.1
2020	8.1	7.8	7.3	8.1
2019	3.7	4.8	4.1	5.0

(a) This table includes restated data: Local Area Unemployment Statistics ("LAUS") program data is intermittently revised to incorporate new population controls, update inputs, re-estimation of models, and adjustments to new census division and national control totals.

(b) Data is not seasonally adjusted, is preliminary and is an average of January 2024 for the National Unemployment through December 2023 for LAUS data.

Source: Arizona Office of Economic Opportunity – *Local Area Unemployment Statistics* and *National Labor Force Statistics*. Data accessed February 18, 2024.

Commerce

The following table illustrates taxable sales collections for the City.

MUNICIPAL PRIVILEGE TAX COLLECTIONS
City of Buckeye, Arizona
($000s omitted)

Fiscal Year	Amount
2022/23	$73,680
2021/22	62,067
2020/21	52,929
2019/20	40,276
2018/19	33,415

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.

Educational Facilities

Elementary and high school education is available through five elementary school districts, two unified school districts and two union high school districts. Higher education is provided by Estrella Mountain Community College ten miles east of the City; Arizona State University located in several locations within the greater Phoenix area.

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APPENDIX B

FORM OF LEGAL OPINION OF BOND COUNSEL

[Closing Date]

District Board
Sundance Community Facilities District
(City of Buckeye, Arizona)

Re: Sundance Community Facilities District
(City of Buckeye, Arizona)
General Obligation Refunding Bonds, Series 2024

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $11,235,000* aggregate principal amount of Sundance Community Facilities District (City of Buckeye, Arizona) General Obligation Refunding Bonds, Series 2024 (the "*Bonds*"), dated [Closing Date], issued by the Sundance Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. __-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024 (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof and the refunding of the Bonds Being Refunded (as defined in the Resolution) are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds, without limit as to rate, except that the total aggregate of taxes levied to pay the principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate amount of principal and interest to become due on the Bonds Being Refunded from the date of issuance of the Bonds to the final date of maturity of the Bonds Being Refunded; and subject further to the rights vested in the owners of such Bonds Being Refunded to the payment of such Bonds Being Refunded from the same tax source in the event of a deficiency in the securities purchased with proceeds of the Bonds and placed in trust for the purpose of providing for payment of principal of, premium, if any, and interest on such Bonds Being Refunded. The owners of the Bonds must rely on the sufficiency of the monies and securities placed irrevocably in trust for payment of the Bonds Being Refunded. Subject to the foregoing, it is required by law that there be levied, assessed

* Subject to change.

and collected, in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient to pay the principal of and interest on the Bonds, when due.

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion, we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Bond Registrar and Paying Agent for DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but none of the District, Bond Counsel, the Financial Advisor, the Underwriter or counsel to the Underwriter take any responsibility for the accuracy thereof. The Beneficial Owners should confirm their information with DTC or the DTC Participants.

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

$11,235,000*
SUNDANCE COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024

(CUSIP BASE NUMBER 86724P)

This Undertaking is executed and delivered by Sundance Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

* Subject to change.

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES [1, 2, 3, 4, 6, 9 and 10] of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a

proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such

comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

SUNDANCE COMMUNITY FACILITIES DISTRICT
CITY OF BUCKEYE, ARIZONA)

By .....
Chairman, Board of Directors

APPENDIX E

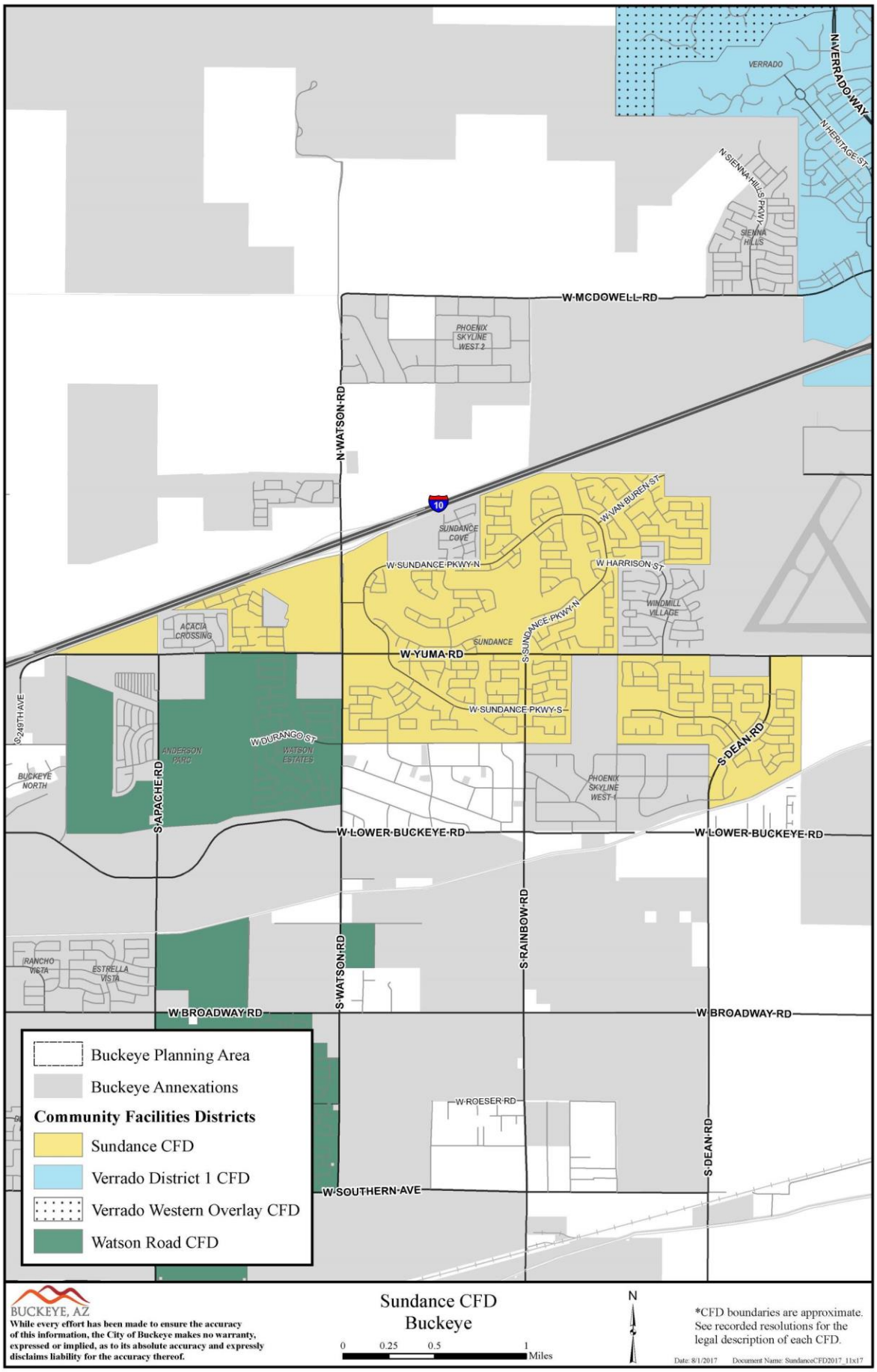
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023

BUCKEYE, AZ

Sundance
Community Facilities District

Annual Financial Report

City of Buckeye
Year Ended June 30, 2023
Issued by: City of Buckeye Finance Department


VERRADO
N VERRADO WAY
N HERITAGE ST
N SIENNA HILLS PKWY
SIENNA HILLS
W MCDOWELL RD
PHOENIX SKYLINE WEST 2
N WATSON RD
10
W VAN BUREN ST
SUNDANCE COVE
W SUNDANCE PKWY N
W HARRISON ST
WINDMILL VILLAGE
ACACIA CROSSING
SUNDANCE
S SUNDANCE PKWY N
W YUMA RD
W SUNDANCE PKWY S
S 249TH AVE
W DURANGO ST
ANDERSON PARC
WATSON ESTATES
BUCKEYE NORTH
S APACHE RD
S DEAN RD
PHOENIX SKYLINE WEST 1
W LOWER BUCKEYE RD
W LOWER BUCKEYE RD
S RAINBOW RD
RANCHO VIETA
ESTRELLA VISTA
S WATSON RD
W BROADWAY RD
W BROADWAY RD
Buckeye Planning Area
Buckeye Annexations
Community Facilities Districts
Sundance CFD
Verrado District 1 CFD
Verrado Western Overlay CFD
Watson Road CFD
W ROESER RD
S DEAN RD
W SOUTHERN AVE
BUCKEYE, AZ
While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.
Sundance CFD
Buckeye
0 0.25 0.5 1 Miles
N
*CFD boundaries are approximate. See recorded resolutions for the legal description of each CFD.
Date: 8/1/2017 Document Name: SundanceCFD2017_11x17

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BASIC FINANCIAL STATEMENTS

SUNDANCE COMMUNITY FACILITIES DISTRICT

STATEMENT OF NET POSITION

June 30, 2023

	Governmental Activities
ASSETS	
Cash and investments	$ 2,390,088
Receivables, net	181,892
Prepaid expense	203
Restricted assets	
Cash with paying agent	786,024
Total assets	3,358,207
LIABILITIES	
Accounts payable	8,132
Matured debt interest payable	431,460
Noncurrent liabilities:	
Due within one year	1,503,000
Due in more than one year	18,001,714
Total liabilities	19,944,306
Net position:	
Unrestricted	(16,586,099)
Total net position	$ (16,586,099)

The notes to the basic financial statements are an integral part of this statement.

SUNDANCE COMMUNITY FACILITIES DISTRICT

STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2023

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expense) Revenue and Changes in Net Position Governmental Activities
Governmental activities			
General government	$ 59,771	$ 18,637	$ (41,134)
Highways and streets	118,721	-	(118,721)
Interest on long-term debt	1,091,287	-	(1,091,287)
Total governmental activities	1,269,779	18,637	(1,251,142)

General revenues:	
Taxes:	
Property taxes	2,086,588
Investment earnings	21,882
Total general revenues	2,108,470
Change in net position	857,328
Net position - beginning	(17,443,427)
Net position - ending	$ (16,586,099)

The notes to the basic financial statements are an integral part of this statement.

SUNDANCE COMMUNITY FACILITIES DISTRICT

BALANCE SHEET - GOVERNMENTAL FUNDS

June 30, 2023

	General	Debt Service: Special Assessment	Debt Service: General Obligation	Total Governmental Funds
ASSETS				
Cash and cash equivalents	$ 633,878	$ 99,902	$ 1,656,308	$ 2,390,088
Receivables, net				
Intergovernmental	1,795	2,297	14,800	18,892
Special assessments	-	163,000	-	163,000
Prepaid expenses	203	-	-	203
Restricted assets				
Cash with paying agent	-	786,024	-	786,024
Total assets	$ 635,876	$ 1,051,223	$ 1,671,108	$ 3,358,207
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable	$ 8,132	$ -	$ -	$ 8,132
Matured debt principal payable	-	493,000	1,010,000	1,503,000
Matured debt interest payable	-	22,801	408,659	431,460
Total liabilities	8,132	515,801	1,418,659	1,942,592
Deferred inflows of resources:				
Unavailable revenue - special assessments	-	163,000	-	163,000
Total deferred inflows of resources	-	163,000	-	163,000
Fund balances:				
Nonspendable	203	-	-	203
Restricted				
Debt service	-	372,422	252,449	624,871
Unassigned	627,541	-	-	627,541
Total fund balances	627,744	372,422	252,449	1,252,615
Total liabilities, deferred inflows of resources and fund balances	$ 635,876	$ 1,051,223	$ 1,671,108	$ 3,358,207

The notes to the basic financial statements are an integral part of this statement.

SUNDANCE COMMUNITY FACILITIES DISTRICT

RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

June 30, 2023

Total governmental fund balances		$ 1,252,615
Amounts reported for governmental activities in the statement of net position are different because:		
Some receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds.		
Special Assessments		163,000
Some liabilities, including bonds payable are not due and payable in the current year and therefore are not reported in the funds.		
Bonds payable	(17,753,000)	
Premiums and discounts	(248,714)	
		(18,001,714)
Total net position of governmental activities		$ (16,586,099)

The notes to the basic financial statements are an integral part of this statement.

SUNDANCE COMMUNITY FACILITIES DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2023

		Debt Service		Total
	General	Special Assessment	General Obligation	Governmental Funds
REVENUES				
Taxes				
Property taxes	$ 208,393	$ -	$ 1,878,195	$ 2,086,588
Charges for services	18,637	-	-	18,637
Special assessments	-	280,024	-	280,024
Investment earnings	-	21,882	-	21,882
Total revenues	227,030	301,906	1,878,195	2,407,131
EXPENDITURES				
Current:				
General government	59,771	-	-	59,771
Highway and streets	118,721	-	-	118,721
Debt service:				
Principal retirement	-	524,000	1,010,000	1,534,000
Interest and fiscal charges	7,500	46,676	817,319	871,495
Total expenditures	185,992	570,676	1,827,319	2,583,987
Excess (deficiency) of revenues over expenditures	41,038	(268,770)	50,876	(176,856)
Fund balances - beginning	586,706	641,192	201,573	1,429,471
Fund balances - ending	$ 627,744	$ 372,422	$ 252,449	$ 1,252,615

The notes to the basic financial statements are an integral part of this statement.

SUNDANCE COMMUNITY FACILITIES DISTRICT

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities

For the Year Ended June 30, 2023

Net change in fund balances - total governmental funds		(176,856)
Amounts reported for governmental activities in the statement of activities are different because:		
Some revenues reported in the governmental funds that did not provide current financial resources in prior years have been recognized previously in the statement of activities and therefore are not reported as revenues in the statement of activities.		
Special assessments		(524,000)
The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The issuance of long-term debt increases long-term liabilities on the statement of net position and the repayment of principal on long-term debt reduces long-term debt on the statement of net position. Likewise, refunding and defeasance of existing debt reduces the balance of long-term debt without adding additional debt. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when the debt is first issued, whereas these items are deferred and amortized over the term of the long-term debt in the statement of activities.		
Principal payments on long-term debt	1,534,000	
Amortization of premium	24,184	
		1,558,184
Change in net position of governmental activities		$ 857,328

The notes to the basic financial statements are an integral part of this statement.

SUNDANCE COMMUNITY FACILITIES DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - GENERAL FUND
YEAR ENDED JUNE 30, 2023

	Budgeted Amounts			
	Adopted	Final	Actual Amount Budgetary Basis	Variance Between Final Budget and Actual Amounts
REVENUES				
Taxes	$ 261,273	$ 261,273	$ 208,393	$ (52,880)
Charges for services	22,000	22,000	18,637	(3,363)
Total revenues	283,273	283,273	227,030	(56,243)
EXPENDITURES				
Current:				
General government	55,007	68,507	59,771	8,736
Highway and streets	285,000	285,000	118,721	166,279
Interest and fiscal charges	3,000	8,500	7,500	1,000
Contingency	281,226	262,226	-	262,226
Total expenditures	624,233	624,233	185,992	438,241
Excess (deficiency) of revenues over (under) expenditures	(340,960)	(340,960)	41,038	381,998
Net change in fund balances	(340,960)	(340,960)	41,038	381,998
Fund balances - beginning	340,960	340,960	586,706	245,746
Fund balances - ending	$ -	$ -	$ 627,744	$ 627,744

The notes to the basic financial statements are an integral part of this statement.

Notes to Financial Statements – Year Ended June 30, 2023

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Sundance Community Facilities District (District) is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and is authorized under state law to issue general obligation (GO) or revenue bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or by specific revenues generated within the District (revenue bonds). The District was created by petition to the city council by property owners within the area to be covered by the District, and debt may be issued only after approval of voters within the District.

The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The more significant of the District's accounting policies are described below.

A. Reporting Entity

The District, a component unit of the City of Buckeye, Arizona (City), was established (June 19, 2001), and is a political subdivision of the State of Arizona as well as a municipal corporation by Arizona Law. The City Council serves as the Board of Directors. All transactions of the District are included in the City's financial statements. However, the City has no liability for the debt.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) present financial information about the District as a whole. The reported information includes all of the non-fiduciary activities of the District. For the most part, the effect of internal activity has been removed from these statements. These statements are to distinguish between the governmental and business-type activities of the District. Governmental activities normally are supported by tax revenues, and are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District does not have any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, investment income and other items not included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements – The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Special assessment revenue is recognized at the time of the special assessment levy. All other revenue items are considered to be measurable and available only when cash is received by the government. As a general rule, the effect of internal activity has been eliminated from the government-wide financial statements.

Fund Financial Statements – Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are

recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due. As permitted by generally accepted accounting principles, the District applies the "early recognition" option for debt service payments. Property tax and special assessment resources are provided in Debt Service Fund during the current year for the payment of debt service principal and interest due early in the following year (less than one month). Therefore the expenditures and related liabilities have been recognized.

Property taxes and investment income associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Miscellaneous revenues are not susceptible to accrual because generally they are not measurable until received in cash.

Delinquent property taxes and other receivables that will not be collected within the available period have been reported as unavailable revenues on the governmental fund financial statements.

The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column.

The District reports all funds as major governmental funds:

General Fund – The General Fund is the District's primary operating fund. It accounts for all resources used to finance District maintenance and operations except those required to be accounted for in other funds.

Debt Service Funds – The Debt Service Funds account for the accumulation of resources for, and the payment of, long-term debt principal, interest and related costs.

D. Cash and Investments

Arizona Revised Statutes (A.R.S.) authorize the District to invest public monies in the State Treasurer's Local Government Investment Pool, interest-bearing savings account, certificates of deposit, and repurchase agreements in eligible depositories; bonds or other obligations of the U.S. government that are guaranteed as to principal and interest by the U.S. government; and bonds of the State of Arizona counties, cities, school districts, and special districts as specified by statute.

Cash represents amounts in demand deposits and amounts held in trust by financial institutions. The funds held in trust are available to the District upon demand. Cash equivalents as defined as short-term (original maturities of three months or less), highly liquid investments that are 1) readily convertible to known amounts of cash and 2) so near maturity that they present insignificant risk of changes in value because of changes in interest rates.

E. Investment Income

Investment income is comprised of interest, dividends, and net changes in the fair value of applicable investments.

F. Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

All receivables, including property taxes receivable, are shown net of an allowance for uncollectibles.

G. Property Taxes

The County Treasurer is responsible for collecting property taxes for all governmental entities within the county. The District levies real property taxes on or before the third Monday in August, which become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day of November. The second installment is due on the first day of March of the next year and becomes delinquent after the first business day of May.

Pursuant to A.R.S., a lien against assessed real property attaches on the first day of January preceding assessment and levy, however according to case law, an enforceable legal claim to the asset does not arise.

H. Restricted Assets

Certain proceeds of the District's bonds, as well as certain resources set aside for their repayment, are classified as restricted cash on the statement of net position and on the balance sheet because their use is limited by applicable bond covenants.

I. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position may report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

J. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities on the statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Deferred amounts on refunding result from the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

K. Net Position Flow Assumption

In the government-wide financial statements the District applies restricted resources first when outlays are incurred for purposes for which either restricted or unrestricted amounts are available.

L. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

M. Budgetary Data

According to state statutes, the District must adopt a budget on an annual basis. There are no statutory spending limitation but the District cannot spend more than actual revenues collected and carryover

unrestricted cash balance from the prior fiscal year. There were no supplemental budgetary appropriations made during the year.

N. Deficit Net Position

As described previously, the District was formed to finance and acquire or construct infrastructure assets that are subsequently dedicated to the City for operation. The District does not own or operate infrastructure. Therefore, the Statement of Net Position reflects a large liability without an offsetting asset.

NOTE 2 – FUND BALANCE CLASSIFICATIONS

Fund balances of the governmental funds are reported separately within classifications based on hierarchy of the constraints placed on the use of those resources. The classifications are based on the relative strength of the constraints that control how the specific amounts can be spent. The classifications are nonspendable, restricted, and unrestricted, which includes committed, assigned, and unassigned fund balance classifications.

Nonspendable. The nonspendable fund balance classification includes amounts that cannot be spent because they are not in spendable form, or are legally or contractually required to be maintained intact.

Restricted. Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation.

Committed. The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action of the Board of Directors. Those committed amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action it employed to previously commit those amounts. Commitments may be established, modified, or rescinded only through resolutions approved by the Board of Directors.

Assigned. Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the Board of Directors or a management official delegated that authority by the formal Governing Board action. The District has adopted the City's policy on which only the Board of Directors or the District's Treasurer may assign amounts for specific purposes.

Unassigned. Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, then unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The District applies restricted resources first when outlays are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and the unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 3 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

In the General, and Debt Service Funds, the following line item account exceeded the amounts budgeted. The Board adopts the expenditure appropriations at the District level. For presentation purposes, we have elected to show any deficits at the line item level within the Fund, all of which was funded by available fund balances within the General, and Debt Service Funds.

	Budgeted Amounts			Variance Between
Debt Service Fund:	Adopted	Final	Actual Amount Budgetary Basis	Final Budget and Actual Amounts
Debt Service:				
Principal retirement	166,000	166,000	524,000	(358,000)

NOTE 4 – CASH AND INVESTMENTS

Custodial Credit Risk – Deposits. Custodial credit risk is the risk that in the event of bank failure the District's deposits may not be returned to the District. The District does not have a deposit policy for custodial credit risk. At year end, the carrying amount of the District's deposits and bank balance was $2,390,088, all of which was covered by collateral in the City's name as part of the Arizona State Treasurer's Pooled Collateral Program. The unrestricted cash is in a repurchase sweep agreement rather than a deposit. In addition to unrestricted cash balance, the District also maintains deposits with paying agents and trustees. Cash with the Trustee is collateralized by the District's Agent in the District's name. Restricted cash at year end equaled $786,024 which represents amounts held by the District's Trustee for future debt service payments.

NOTE 5 – LONG TERM DEBT PAYABLE

The District is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona. The District is authorized under state law to issue special assessment (SA) revenue bonds to be repaid by the property within the SA District, general obligation (GO) bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or revenue bonds to be repaid by specific revenues generated within the District (revenue bonds). The District has $17.8 million of authorized GO bonds authority remaining. The District was created by petition to the City Council by property owners within the area to be covered by the District, and comprises approximately 2,105 acres.

Special Assessments Bonds

The CFD Board of Directors has pledged revenue derived from an annual assessment on the real property of the Sundance CFD No. 2 to repay $7,175,000 in special assessment revenue bonds issued April 2003. Proceeds were used for infrastructure improvements within the special assessment District. The bonds are payable solely from assessments on the properties. During the current year the $495,000 remaining principal amount of the bond was paid off. Principal and interest paid for the current year approximate amounts received from special assessment property owners, which, at times exceed special assessments billed for the year.

The CFD Board of Directors has pledged revenue derived from an annual assessment and levy of taxes on the real property of the Sundance CFD No. 3 to repay $2,050,000 in special assessment bonds issued June 2004. Proceeds were used for infrastructure improvements within the special assessment District. The total principal remaining to be paid on the bonds is $163,000. The principal paid for the current year was $29,000. Principal and interest paid for the current year approximate amounts received from special assessment properties, which, at times exceed special assessments billed for the year.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Sundance CFD to repay $17,945,000 in general obligation bonds issued March 2014. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on properties within the District. The total principal remaining to be paid on the bonds is $12,460,000. The principal paid for the current year was $720,000.

In November 2018, the CFD Board of Directors pledged revenue derived from the property taxes levied on the real property of the Sundance CFD to repay $3,140,000 in general obligation refunding bonds. The proceeds of the refunding bonds were used to refund $3,045,000 of outstanding Series 2005 general obligation bonds. The total principal remaining to be paid on the bonds is $1,865,000. The principal paid for the current year was $290,000.

In November 2018, the CFD Board of Directors pledged revenue derived from the property taxes levied on the real property of the Sundance CFD to repay $3,265,000 in general obligation bonds, whose proceeds were used for infrastructure improvements within the District. The total principal remaining to be paid on the bonds is $3,265,000. No principal was paid during the year. The first principal payment will be FY 2034-35.

Notes to Financial Statements
June 30, 2023

Purpose	Interest Rates (%)	Matures	Original Issue Amount	Amount Outstanding
Sundance Special Assessment Revenue Bonds				
Series 2004 (private placement)	6.50%	July 2029	2,050,000	163,000
Sundance General Obligation Bonds,				
Series 2014	2.0 - 4.625%	July 2034	17,945,000	12,460,000
Refunding, Series 2018	4.00%	July 2029	3,140,000	1,865,000
Series 2018	4.0 - 5.0%	July 2043	3,265,000	3,265,000
Total Sundance			$ 33,575,000	$ 17,753,000

Annual debt service requirements to maturity on general obligation and special assessment bonds at year-end are summarized as follows:

Fiscal Year	**Private Placement**		**Public Offering**		**Total Debt**	
Ending	Principal	Interest	Principal	Interest	Principal	Interest
2024	$ 24,000	$ 10,596	$ 1,050,000	$ 776,919	$ 1,074,000	$ 787,515
2025	24,000	9,036	1,090,000	734,919	1,114,000	743,955
2026	24,000	7,476	1,135,000	689,381	1,159,000	696,857
2027	29,000	5,914	1,185,000	641,956	1,214,000	647,870
2028	29,000	4,030	1,235,000	592,444	1,264,000	596,474
2029-33	33,000	2,146	7,025,000	2,104,875	7,058,000	2,107,021
2034-38	-	-	2,895,000	716,731	2,895,000	716,731
2039-43	-	-	1,975,000	247,400	1,975,000	247,400
	$ 163,000	$ 39,198	$ 17,590,000	$ 6,504,625	$ 17,753,000	$ 6,543,823

NOTE 6 – CHANGES IN LONG-TERM LIABILITIES

Long-term liability activity for the current fiscal year was as follows:

Notes to Financial Statements
June 30, 2023

	July 1, 2022	Increases	Decreases	June 30, 2023	Due Within One Year
Governmental Activities:					
Bonds payable:					
Special Assessments	$ 687,000	$ -	$ (524,000)	$ 163,000	$ -
General Obligations	18,600,000	-	(1,010,000)	17,590,000	-
Deferred amount on premium	272,898	-	(24,184)	248,714	-
Total bonds payable	$ 19,559,898	$ -	$ (1,558,184)	$ 18,001,714	$ -

NOTE 7 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions and natural disasters. The District's insurance protection is provided by the Arizona Municipal Risk Retention Pool, of which the District is a participating member. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

The Arizona Municipal Risk Retention Pool is structured such that member premiums are based on an actuarial review that will provide adequate reserves to allow the pool to meet its expected financial obligations. The pool has authority to assess its member's additional premiums should reserves and annual premium be insufficient to meet the pool's obligations.

SUPPLEMENTARY INFORMATION

SUNDANCE COMMUNITY FACILITIES DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - SPECIAL ASSESSMENTS FUND
YEAR ENDED JUNE 30, 2023

	Budgeted Amounts			
	Adopted	Final	Actual Amount Budgetary Basis	Variance Between Final Budget and Actual Amounts
REVENUES				
Special assessments	$ 215,228	$ 215,228	$ 280,024	$ 64,796
Investment earnings	130	130	21,882	21,752
Total revenues	215,358	215,358	301,906	86,548
EXPENDITURES				
Debt Service:				
Principal retirement	166,000	166,000	524,000	(358,000)
Interest and fiscal charges	49,228	49,228	46,676	2,552
Contingency	422,214	422,214	-	422,214
Total expenditures	637,442	637,442	570,676	66,766
Net change in fund balances	(422,084)	(422,084)	(268,770)	153,314
Fund balances - beginning	529,319	529,319	641,192	111,873
Fund balances - ending	$ 107,235	$ 107,235	$ 372,422	$ 265,187

SUNDANCE COMMUNITY FACILITIES DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - GENERAL OBLIGATIONS FUND
YEAR ENDED JUNE 30, 2023

	Budgeted Amounts			
	Adopted	Final	Actual Amount Budgetary Basis	Variance Between Final Budget and Actual Amounts
REVENUES				
Taxes	$ 1,827,319	$ 1,827,319	$ 1,878,195	$ 50,876
Total revenues	1,827,319	1,827,319	1,878,195	50,876
EXPENDITURES				
Debt Service:				
Principal retirement	1,010,000	1,010,000	1,010,000	-
Interest and fiscal charges	817,319	817,319	817,319	-
Contingency	163,659	163,659	-	163,659
Total expenditures	1,990,978	1,990,978	1,827,319	163,659
Net change in fund balances	(163,659)	(163,659)	50,876	214,535
Fund balances - beginning	163,659	163,659	201,573	37,914
Fund balances - ending	$ -	$ -	$ 252,449	$ 252,449

OTHER INFORMATION

Ad Valorem Taxation in the District

The tables below are shown to indicate (a) for fiscal years FY15-16 through FY22-23, the Net Assessed Limited Property Value of the District, utilizing new constitutional and statutory property valuation requirements, and (b) for fiscal years FY13-14 through FY14-15, the then-applicable, but now-replaced, Net Secondary Assessed Valuations of the District.

(a) The Full Cash Value and Net Assessed Limited Property Value of taxable property within the boundaries of the District for fiscal years FY15-16 through FY22-23 are as follows:

Fiscal Year	Full Cash Value	Net Assessed Limited Property Value
FY 22-23	$1,306,235,707	$87,359,477
FY 21-22	1,155,783,048	80,844,329
FY 20-21	1,069,838,016	74,867,342
FY 19-20	976,408,897	68,617,026
FY 18-19	876,567,666	66,151,265
FY 17-18	813,517,310	61,050,885
FY 16-17	732,459,862	56,757,537
FY 15-16	651,243,771	53,823,016

(b) The Full Cash Value and Net Secondary Assessed Valuation of taxable property within the boundaries of the District for the indicated fiscal year is as follows:

Fiscal Year	Full Cash Value	Net Secondary Assessed Value
FY 14-15	$536,095,946	$60,097,666
FY 13-14	423,567,022	49,848,192

Source: Maricopa County Assessor's Office

Net Assessed Valuation by Property Classification

The table below is shown to indicate for fiscal years FY21-22 and FY22-23, the Net Assessed Limited Property Values by property classification for the District, utilizing new constitutional and statutory property valuation requirements.

Net Assessed Limited Property Values by Property Classification

Legal Class	Description	Fiscal Year FY 21-22	Percent of Total	Fiscal Year FY 22-23	Percent of Total
1	Commercial/Industrial	$23,903,616	29.57%	$25,815,396	29.55%
2	Agricultural/Vacant	1,816,929	2.25%	2,056,633	2.35%
3	Residential	38,932,938	48.16%	41,897,933	47.96%
4	Residential Rental	16,190,846	20.02%	17,589,515	20.14%
	Total	**$80,844,329**	**100.00%**	**$87,359,477**	**100.00%**

Source: Maricopa County Assessor's Office

Net Assessed Property Values of Major Taxpayers

The tables below are shown to indicate for fiscal years FY21-22 and FY22-23, the major property taxpayers located within the District, and their FY21-22 and FY22-23 Net Assessed Limited Property Value, utilizing new constitutional and statutory property valuation requirements, and their relative proportion of the total Net Assessed Limited Property Value for the District.

Fiscal Year FY 22-23

Taxpayer	Net Assessed Limited Property Value	As Percent of District's Total Net Assessed Limited Property Value
WATSON PROPERTY LLC	$4,679,305	5.36%
VESTAR SUNDANCE TOWNE CNTR LLC/WAL-MART INC	2,712,098	3.10%
VESTAR SUNDANCE TOWNE CNTR LLC/LOWES HIW INC	1,956,656	2.24%
ARIZONA PUBLIC SERVICE COMPANY	1,929,246	2.21%
INTERSTATE HOLDINGS INC	1,789,413	2.05%
GSA SUNDANCE L P	1,204,856	1.38%
ARHC BMBUCAZ01 LLC	1,146,690	1.31%
LODGEPROS BUCKEYE TOO LLC	1,041,982	1.19%
LODGEPROS BUCKEYE LLC	971,828	1.11%
JONES BROTHERS INVESTMENTS LLC	783,170	0.90%
Total	**$18,215,244**	**20.85%**

Fiscal Year FY 21-22

Taxpayer	Net Assessed Limited Property Value	As Percent of District's Total Net Assessed Limited Property Value
WATSON PROPERTY LLC	$4,690,896	5.80%
VESTAR SUNDANCE TOWNE CNTR LLC/WAL-MART INC	2,656,749	3.29%
VESTAR SUNDANCE TOWNE CNTR LLC/LOWES HIW INC	1,916,725	2.37%
INTERSTATE HOLDINGS INC	1,752,937	2.17%
ARIZONA PUBLIC SERVICE COMPANY	1,679,664	2.08%
GSA SUNDANCE L P	1,180,267	1.46%
ARHC BMBUCAZ01 LLC	1,123,288	1.39%
JONES BROTHERS INVESTMENTS LLC	1,021,415	1.26%
LODGEPROS BUCKEYE TOO LLC	1,020,717	1.26%
LODGEPROS BUCKEYE LLC	951,995	1.18%
Total	**$17,994,653**	**22.26%**

Source: Maricopa County Assessor's Office.

Record of Taxes Levied and Collected in the District

Under Arizona law, the Board of Supervisors of the County is required to establish and levy a tax in an amount sufficient to satisfy debt service and O&M requirements of the District. Property taxes are levied and collected on property within the District by the Treasurer of the County on behalf of the District. The following table sets forth the tax collection records of the District for the periods shown:

	Real and Secured	Collected to June 30th (b)(c)		Total Collections (b)(c)	
Fiscal Year	Personal Property Tax Levy (a)	Amount	Percent of Tax Levy	Amount	Percent of Tax Levy
2022-23	$2,089,377	$2,060,078	98.60%	$2,060,078	98.60%
2021-22	2,159,916	2,131,287	98.71%	2,158,147	99.92%
2020-21	2,123,014	2,106,431	99.22%	2,121,873	99.95%
2019-20	1,963,682	1,930,525	98.31%	1,963,015	99.97%
2018-19	1,899,006	1,880,662	99.03%	1,840,176	96.93%

Source: Maricopa County Assessor's Office

(a) Tax levy is as reported by the Treasurer of the County as of August of each fiscal year. Amount does not include adjustments made to levy amounts after the August period.

(b) Reflects collections made through June 30, the end of the fiscal year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1, but is waived if the full tax year's taxes are paid in full by December 31. The second installment becomes due on March 1 and is delinquent on May 1. Interest at the rate of 16 percent per annum attaches on first and second installments following their delinquent dates. Penalties for delinquent payments are not included in the above collection figures.

(c) Reflects collections made through June 30, 2023.

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Assessed Limited Property Value and combined tax rate per $100 Net Assessed Limited Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds schedule for sale. The applicable percentage of each jurisdiction's assessed valuation which lies within the District's boundaries was derived from information obtained from the Assessor of the County.

			Proportion Applicable to the District		
Direct and Overlapping Jurisdiction	Net Assessed Limited Property Value	Net Outstanding Bonded Debt (a)	Approx. Percent	Net Amount	Tax Rate per $100 of Net Assessed Limited Property Value
State of Arizona	$78,405,598,978	None	0.111%	None	None
Maricopa County	51,575,018,185	None	0.169%	None	$1.6052 (b)
Maricopa County Community College District	51,575,018,185	$135,585,000	0.169%	$229,658	1.1894
Maricopa County Special Health Care District	51,575,018,185	600,335,000	0.169%	1,016,867	0.2488
West Maricopa Education Center District No. 402	19,300,490,997	130,195,000	0.453%	589,299	0.1538
Buckeye Elementary School District No. 33	298,365,928	45,770,000	29.279%	13,401,139	5.7296
Buckeye Union High School District No. 201	952,234,728	64,865,000	9.174%	5,950,815	2.9459
Liberty Elementary School District No. 25	380,322,967	51,340,000	22.970%	11,792,702	3.8069
City of Buckeye	718,798,778	None	12.154%	None	1.7048
Sundance Community Facilities District	87,359,477	18,600,000	100.000%	18,600,000	2.3917
Total Net Direct and Overlapping General Obligation Bonded Debt				**$51,580,481**	**$20.3265**

Source: Maricopa County Tax Levy and State and County Abstract of the Assessment Roll.

(a) Outstanding bonded debt for various jurisdictions is as of June 30, 2023.

(b) The County's tax rate includes the $0.1400 tax rate of the Central Arizona Project, the $0.1592 tax rate of the Maricopa County Flood Control District, the $0.0505 tax rate of the Maricopa County Free Library, the $0.0082 tax rate for the contribution to the Maricopa County Fire District, and the $1.2473 tax rate of the County. It should be noted that the County Flood Control District does not levy taxes on personal property.

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APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

[BACK COVER PAGE]

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 3.D. Resolution No. 05-24 Tartesso West CFD General Obligation Bonds, Series 2024
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Tartesso West
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 05-24 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; and ratifying all actions taken or to be taken to further this Resolution.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
The Board held a public hearing and adopted Resolution No. 04-24, whereby it approved a Feasibility Report and declared its preliminary intention to issue bonds and acquire the public infrastructure described in the Feasibility Report. The Board is being asked to proceed with the financing of the public infrastructure by authorizing the issuance of not to exceed $7,375,000 of the District's General Obligation Bonds, Series 2024.

BENEFITS:
The proceeds of the proposed general obligation bonds would be used to acquire the public infrastructure described in the Feasibility Report. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base. There is no cost to the City. Should bonds be issued, they will be an obligation of the District and not of the City. The bonds will be payable solely from ad valorem taxes levied against the taxable property of the District.

FUTURE ACTION:
The District Clerk and the officers of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated by Resolution No. 05-24 and the bond documents described therein, including, without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the bonds.

FINANCIAL IMPACT STATEMENT:
The District shall annually levy and cause an ad valorem tax to be collected, at the same time and in the manner as other taxes are levied and collected on all taxable property in the boundaries of the District,

sufficient, together with the moneys from the sources described in Resolution 05-24, to pay debt service on the bonds.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8007

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
AGR - Tartesso West CFD GO Bonds 2024 - Bond Purchase Agreement(6139707.1).docx
AGR - Tartesso West CFD GO Bonds Ser 2024 - Registrar Contract (004)(4.16.24)(6120608.4).docx
CER - Tartesso West CFD GO Bonds 2024 - Continuing Disclosure Undertaking(6139717.1).docx
PRELIM Tartesso West CFD GO Bonds Series 2024 v2 POS 4-16-24(6145434.2).pdf
RES 05-24 - Tartesso West CFD GO Bonds Ser 2024 - Authorizing Resolution (006)(4.16.24)(6119959.6).docx

$____,000
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

_____, 2024

Board of Directors
Tartesso West Community Facilities District
(City of Buckeye, Arizona)
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: District Manager

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the "Underwriter") hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), a community facilities district duly organized and validly existing under and pursuant to the laws of the State of Arizona (the "State" or "Arizona"), whereby the Underwriter will purchase and the Issuer will sell the Bonds (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Purchase Agreement, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Purchase Agreement.

In addition to acceptance of this Purchase Agreement by the Issuer as provided hereinabove, the obligations of the Underwriter and the Issuer under this Purchase Agreement shall be conditioned on the execution and delivery of the Indemnity Letter, dated the date hereof (the "Indemnity Letter"), by Buckeye Tartesso, LLC (the "Owner"), attached as the Attachment hereto.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all)

of the $____,000 aggregate principal amount of "Tartesso West Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024" (the "Bonds"), at the purchase price of $_____, representing the aggregate principal amount of the Bonds less an Underwriter's discount of $_____ (paid from amounts contributed by the Owner) [plus net original issue premium of $_____/less net original discount of $_____]. For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, $_____ from the proceeds of the Bonds to the Insurer (as defined herein) as payment of the premium for the Policy (as defined herein). The Underwriter intends to make an initial bona fide public offering of the Bonds at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

2. DESCRIPTION AND PURPOSE OF THE BONDS.

(a) The Bonds have been authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Act") and a resolution adopted by the Board of Directors of the Issuer on May 7, 2024 (the "Bond Resolution"). The Bonds shall be dated the date of delivery. The Bonds shall be issued and secured under and pursuant to the Bond Resolution.

(b) The proceeds of the sale of the Bonds will be used to (i) acquire the public infrastructure described in the Feasibility Report related to the Bonds, and (ii) pay certain costs of issuance associated with the Bonds, including the premium for the Policy.

(c) The Bonds will be secured under the provisions of the Act and the Bond Resolution. The Bonds shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated _____, 2024, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the "Preliminary Official Statement." It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c2-12.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Bonds dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Bond Counsel (as defined herein) and the Underwriter, is referred to herein as the "Official Statement") and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c2-12, rules of the Municipal Securities Rulemaking Board (the "MSRB") and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the "SEC") including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Bonds.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Undertaking, to be dated the Closing Date (the "Undertaking"), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX __ - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form of Exhibit A attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

[(c) The Underwriter confirms that the Underwriter has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

[(c)][(d)] The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable

periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

[(d)][(e)] The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

[(e)][(f)] The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party to an underwriter,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

[[(f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as Exhibit A hereto) even if such date is prior to the Closing Date.]

5. ISSUER'S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to issue, sell and deliver the Bonds to the Underwriter pursuant to the Bond Resolution, and execute, deliver and perform its obligations, as the case may be, under this Purchase Agreement, the Undertaking, the Bond Registrar, Transfer Agent and Paying Agent Contract with respect to the Bonds, to be dated as of _____ 1, 2024 (the "Bond Registrar and Paying Agent Agreement"), by and between the Issuer and _____ (the "Paying Agent"), as such agent (collectively, the "Issuer Documents"), and the Bonds, and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Bond Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Board of Directors of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Bonds conform to the description thereof contained in the Preliminary Official Statement and the Official Statement, and the Bonds, when duly issued and authenticated in accordance with the Bond Resolution and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Bond Resolution and payable from the sources therein specified.

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability thereof may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles

of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws"). Each of the Issuer Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Bond Resolution, the issuance, delivery and sale of the Bonds and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Act, the Bond Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Bonds for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, 2023, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) or the Insurer and the information under the heading "UNDERWRITING," as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC or the Insurer and the information under the heading "UNDERWRITING," as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the "underwriting period" shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.

(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds; (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Bond Resolution or the Act or any provision thereof or the application of the proceeds of the Bonds; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Bonds.

6. UNDERWRITER'S REPRESENTATIONS. The Underwriter represents to and agrees with the Issuer that the Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

7. CLOSING. The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be at 8:00 A.M., Arizona

Time, on _____, 2024, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld P.L.C. ("Bond Counsel"), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Bonds, through the facilities of The Depository Trust Company, New York, New York ("DTC"), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Bonds, and pay the purchase price therefor in federal funds, and (ii) the Issuer shall deliver or cause to be delivered the Bonds to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Bonds shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and of the Owner contained in the Indemnity Letter and the performance by the Issuer of its obligations hereunder and of the Owner pursuant to the Indemnity Letter, both as of the date hereof and as of the Closing Date. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein and of the Owner contained in the Indemnity Letter shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Bond Resolution, the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Bond Resolution, the Bonds, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Bonds, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Act, the Bond Resolution, the Bonds or the Issuer Documents as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Bonds.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the issuance of the Bonds, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

(i) The approving opinion of Bond Counsel relating to the Bonds, dated the Closing Date, substantially in the form attached as Appendix __ to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;

(ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter, dated the Closing Date, and substantially in the form of Exhibit B attached hereto;

(iii) The opinion of Ballard Spahr LLP, counsel to the Owner, addressed to the Issuer and the Underwriter, dated the Closing Date, and substantially in the form of Exhibit C attached hereto.

(iv) The opinion of Greenberg Traurig, LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(v) A certificate, dated the Closing Date, signed by authorized representatives of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Bonds and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the issuance or delivery of the Bonds, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or any Issuer Document, (iii) in any way contesting the creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Bonds, or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Bonds or any Issuer Document; (d) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the

Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC or the Insurer and the information under the heading "UNDERWRITING"; (f) the financial statements of the Issuer as of June 30, 2023, fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; and (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, 2023, no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer and the Issuer has not incurred since June 30, 2023, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement;

(vi) A certificate or certificates of the Owner, signed by authorized officials of the Owner and in form and substance satisfactory to the Underwriter, to the effect that the representations and warranties contained in the Indemnity Letter and in the documents executed by the Owner in connection with the issuance of the Bonds are true and correct in all material respects as of the Closing;

(vii) Executed or certified copies of each of the Issuer Documents;

(viii) A tax certificate of the Issuer, in form satisfactory to Bond Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;

(ix) A certified copy of the Bond Resolution;

(x) Specimen Bonds;

(xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;

(xii) Evidence satisfactory to the Underwriter that _____ (the "Insurer") has issued its municipal bond insurance policy with respect to the Bonds (the "Policy") as well as appropriate opinions and certificates from the Insurer relating to the Policy;

(xiii) Evidence satisfactory to the Underwriter that Standard & Poor's Financial Services LLC has issued a rating for the Bonds of "AA"

based on issuance of the Policy (the "Rating"), and that the Rating is then in effect;

(xiv) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(xv) Evidence that a Form 8038-G relating to the Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;

(xvi) A copy of the Issuer's executed Blanket Letter of Representation to DTC; and

(xvii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Issuer and the Owner with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and of the Owner contained in the Indemnity Letter and the due performance or satisfaction by the Issuer and the Owner at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Owner.

9. TERMINATION. If the Issuer and the Owner shall be unable to satisfy the conditions of the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all conditions contained in this Purchase Agreement for the benefit of the Underwriter may be waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Bonds, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(A) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been

recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

(C) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(D) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

(E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer or the Owner shall have occurred; or

(F) any rating on general obligation bonds of the Issuer is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(d) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the "end of the underwriting period" (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating

to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Bonds are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Bonds or from other funds of the Issuer or from amounts contributed by the Owner, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Bonds; (iii) the fees and expenses of the Issuer, the Paying Agent, Bond Counsel, counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Bonds; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Bonds, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Bonds, including for the Policy. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Bonds at Closing as further described in the closing memorandum relating to the Bonds.

(b) If the Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

12. USE OF DOCUMENTS. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Bonds, this Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.

13. QUALIFICATION OF SECURITIES. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Tartesso West Community Facilities District (City of Buckeye, Arizona), c/o City of Buckeye, Arizona, 530 East Monroe Avenue, Buckeye, Arizona 85326, Attention: District Manager, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. B. Mark Reader, Managing Director

15. BENEFIT. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds hereunder; or (iii) any termination of this Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Purchase Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED THIS ..... DAY OF
…..….. 2024 at …..….. P.M.

TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By.....
District Treasurer

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., Attorney
for the Issuer

……..

[Signature page to Bond Purchase Agreement]

SCHEDULE

$____,000
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

Maturity Dates (July 15)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 15, 20__.

Optional Redemption. The Bonds maturing before or on July 15, 20__, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 15, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, in whole or in part on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

Mandatory Redemption. The Bonds maturing on July 15, 20__, will be redeemed on July 15 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Bonds Maturing July 15, 20__

Redemption Date (July 15)	Principal Amount
(maturity)	

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

$____,000
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Bond Purchase Agreement. On _____, 2024 (the "Sale Date"), Stifel and Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means Tartesso West Community Facilities District (City of Buckeye, Arizona).

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2024].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP (July 15)	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

The aggregate issue price of all maturities of the Bonds is $_____.

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

$____,000
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means Tartesso West Community Facilities District (City of Buckeye, Arizona).

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: [Closing Date]

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

Re: Tartesso West Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024

WE HAVE ACTED as Bond Counsel to Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance this date by the Issuer of the captioned bonds (the "Bonds") and otherwise as counsel to the Issuer. The Bonds are issued under the resolution adopted by the Board of Directors of the Issuer on May 7, 2024 (the "Resolution"), are the subject of an Official Statement, dated _____, 2024 (the "Official Statement"), and are the subject of a Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), by and between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), by and between the Issuer and _____, as registrar, and a Continuing Disclosure Undertaking, dated even date hereof (the "Undertaking" and, collectively with the Bond Registrar Contract and the Purchase Contract, as the "District Documents"), from the Issuer. (You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.)

IN OUR CAPACITY as Bond Counsel, and as counsel as described hereinabove to the Issuer, we have examined and relied upon:

(i) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);

(ii) An executed copy of the Bond Registrar Contract;

(iii) An executed copy of the Official Statement;

(iv) An executed copy of the Purchase Contract;

(v) An executed copy of the Undertaking;

(vi) Such other agreements, certificates (including particularly, but not by way of limitation, certificates of Buckeye Tartesso, LLC (hereinafter referred to as "Owner"), dated of even date herewith), opinions, letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(vii) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Issuer, the Underwriter and Owner relating to the District Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district for purposes set forth in Section 48-708(B), Arizona Revised Statutes, as amended, pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. Adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law,

ordinance, administrative regulation, court order or consent decree to which the Issuer is subject.

3. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bonds), is required in connection with the adoption by the Issuer of the Resolution or the authorization, execution, delivery, issuance and performance, as applicable, by the Issuer of the District Documents and the Bonds and the consummation of the transactions contemplated by the Official Statement.

4. The Issuer has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution, delivery and issuance, as applicable of, and the performance of its obligations under, the District Documents and the Bonds and (ii) the taking of the actions required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents.

5. The District Documents have been duly authorized, executed and delivered by the Issuer and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the available records of the Superior Court in and for the State of Arizona, County of Maricopa and the United States District Court for the District of Arizona for the five-year period ending ....., 2024, and upon inquiry of Issuer officials, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (i) which in any way questions the powers of the Issuer referred to hereinabove or the validity of the proceedings taken by the Issuer in connection with the sale and issuance of the Bonds, (ii) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Purchase Contract or by the Official Statement) or (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement. Further, there are no lawsuits pending or threatened against the Issuer which question the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate,

have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover thereof, under the headings "THE DISTRICT," "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT" (except the information included under the subheading "*Ad Valorem* Property Taxation in the District"), "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District," "LITIGATION," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings) and "RELATIONSHIP AMONG PARTIES" (only as it relates to Bond Counsel) therein and in Appendix __ - "FORM OF LEGAL OPINION OF BOND COUNSEL" and Appendix __ - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Furthermore, based solely on our participation in the transaction as Bond Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date hereof, contained or contain any untrue statement of a material fact or omitted or omit, respectively, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view is expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting The Depository Trust Company or _____.

8. It is not necessary in connection with the sale and issuance of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

Our opinions expressed in paragraph 5 hereof are qualified to the extent that the enforceability of the District Documents are dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help,

subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshalling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and the addressee in connection with the Bonds or by virtue of this opinion. This opinion is solely for the addressee's benefit and, except as specifically stated herein, is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This opinion speaks only as of its date, and no republication is intended upon the sale, assignment, conveyance or transfer of the Bonds by the Underwriter.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE OWNER

[LETTERHEAD OF BALLARD SPAHR, LLP]

[Closing Date]

Board of Directors
Tartesso West Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

Re: Tartesso West Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "Bonds")

We have acted as counsel to Buckeye Tartesso, LLC, a limited liability company formed and existing pursuant to the laws of the State of Arizona (hereinafter referred to as the "Owner"), in connection with the transactions provided for by the documents referred to herein and in connection with the issuance and sale of the captioned Bonds, sold pursuant to a Bond Purchase Agreement, dated _____, 2024 (hereinafter referred to as the "Purchase Contract"), by and between Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Tartesso West Community Facilities District (City of Buckeye, Arizona) (hereinafter referred to as the "District"). Any capitalized term used and not defined herein shall have the meaning assigned to it in the Purchase Contract.

For purposes of this opinion, we have examined the following:

(1) The executed Purchase Contract;

(2) An executed copy of the Official Statement, dated _____, 2024 (hereinafter referred to as the "Official Statement"), of the District relating to the Bonds;

(3) The executed Owner Indemnity Letter, dated the date of sale of the Bonds;

(4) The Articles of Organization of Buckeye Tartesso, LLC, dated August 17, 2016;

(5) The Operating Agreement of Buckeye Tartesso, LLC, dated August 17, 2016, as amended by the First Amendment to Operating Agreement of Buckeye Tartesso, LLC, dated August 8, 2017; and

(6) Such other documents and instruments as we have considered necessary or appropriate for the purposes of this opinion

and received and reviewed such other information from representatives of Owner as we have deemed necessary for the purposes of this opinion (hereinafter referred to, collectively, as "due inquiry"). (The document listed in paragraph (3) above is hereinafter referred to as the "Owner Document." The document listed in paragraph (4) above is hereinafter referred to as the "Organizational Document.")

In rendering the following opinions, we have assumed:

(a) The genuineness of the signature on all documents, except for the signature of the Owner on the Owner Document, and the legal capacity of each natural person executing such documents;

(b) The authenticity and completeness of documents submitted as originals and the conformity to originals of documents submitted as copies;

(c) The due authorization, execution, acknowledgment where necessary, and delivery, and the validity and binding effect, of each document with regard to the parties to that document other than Owner;

(d) That the Owner Document accurately describes and contains the agreement and mutual understanding of the parties thereto and that there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms of the Owner Document;

(e) That any certificate, representation (oral or otherwise), telegram, telex, telecopy, email or other documents on which we have relied, whether or not given or dated earlier than the date hereof, is authentic and remains accurate insofar as relevant to this opinion from such earlier date through and including the date hereof, and we are not aware of any facts inconsistent with this assumption; and

(f) After due inquiry, that any representations and warranties contained in the Owner Document are truthful and accurate and all reports and other documents prepared by third party consultants, relating to the transactions contemplated by the Owner Document or any of the property within the District are truthful and accurate.

Based on the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, it is our opinion that:

1. The Owner is a limited liability company duly organized and validly existing pursuant to the laws and Constitution of the State of Arizona.

2. The Owner is qualified to do business pursuant to the laws of the State of Arizona.

3. The Owner has the requisite power and authority pursuant to the laws of the State of Arizona as well as all consents, approvals, authorizations and other actions by, and filings with, all federal, State and local governmental authorities required (i) to execute and deliver the Owner Document and carry out the terms and conditions applicable to it in accordance with, and consummate all transactions contemplated by, the Owner Document; (ii) to own and operate its properties and assets as described in the Official Statement; and (iii) to carry out its business as such business is currently being conducted, as described in the Official Statement.

4. The execution, delivery and performance of the Owner Document by the Owner have been duly authorized by all necessary corporate action on the part of the Owner, and the Owner Document has been duly executed and delivered by the Owner.

5. The Owner Document is in full force and effect as of the date hereof and constitutes a legal, valid and binding obligation of the Owner, enforceable in accordance with its terms.

6. To our actual knowledge, the execution and delivery of the Owner Document by Owner, and the performance of its obligations thereunder, do not and will not conflict with or result in a violation of, or a default pursuant to, the Organizational Document.

7. To our actual knowledge, the execution and delivery of the Owner Document by the Owner will not conflict with or result in a violation of any contract, indenture, instrument or other agreement to which the Owner is a party or by which it or its properties are bound.

8. To our actual knowledge, no consent, approval, authorization or other action by, or filing with, any federal, State or local governmental authority is required in connection with the execution and delivery of the Owner Document by the Owner which consent, approval, authorization or other action has not already been obtained.

9. We have no actual knowledge that the Owner is in violation of any provision of, or in default under, its Organizational Document or any agreement or other instrument, the violation of or default with respect to which would materially and adversely affect the business, properties, assets, liabilities or conditions (financial or other) of the Owner.

10. We have no actual knowledge of any legal or governmental actions, proceedings, inquiries or investigations, pending or overtly threatened, by any governmental authorities or to which Owner is a party or of which any property of Owner is subject, which if decided adversely to the Owner would materially and adversely affect the transactions described in the documents, except as described in the Official Statement.

11. To our actual knowledge, the information contained in the Official Statement pertaining to the Owner and the Development (as defined in the Official Statement) under the headings "THE DISTRICT," "LAND DEVELOPMENT," "THE PUBLIC INFRASTRUCTURE," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "OWNER" and "RISK FACTORS" does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which such statements were made, not misleading. In connection with our review of the Official Statement, we have not undertaken independently to determine the accuracy, completeness or fairness of the statements contained therein, except as and to the extent provided in this paragraph, and the knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information. However, in the course of our participation in this matter, nothing has come to our attention which causes us to believe that the Official Statement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

The opinions set forth above are subject to the following qualifications and limitations: (i) enforceability of the Owner Document may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, arrangement or laws or court decisions affecting the enforcement of creditors' rights generally; (ii) enforceability of the Owner Document is subject to general principles of equity, whether remedies are sought in equity or at law; (iii) enforceability of the Owner Document is further subject to the qualification that certain waivers, procedures, remedies, indemnities and other provisions of the Owner Document may be unenforceable under or limited by Arizona law; however, such law does not, in our opinion, substantially prevent the practical realization of the benefits intended by the Owner Document; (iv) we are expressing no opinion as to the enforceability of any indemnity provision with respect to any claims or other matters that result from the negligence or misconduct of any indemnitee or the failure of any indemnitee to act in a commercially reasonable manner and (v) we are expressing no opinion as to the compliance of the Owner Document or the offer and sale of the Bonds with any securities law or regulation.

Whenever we indicate that our opinion is based on "our actual knowledge," or words of similar import, such opinion is based solely on the actual knowledge of the firm's current attorneys who have devoted substantive attention to matters which are the subject of the opinion. Except as specifically set forth herein, we have not made any independent investigation, verification, or review of any matters whatsoever and we are relying solely on such specifically stated investigation or review. We express no opinion concerning the legal validity and sufficiency of the acts of any of the other parties to the Owner Document.

We are qualified to practice law in the State of Arizona, and we do not purport to express any opinion herein concerning any law other than the laws of the State of Arizona. Our opinions are limited to what the law is or might reasonably be expected to be at the date hereof, and we assume no obligation to revise or supplement this opinion due to any change in the law by legislative action, judicial decision or otherwise. Any opinion as to the enforceability of any document is limited to enforceability as between the original parties thereto.

This opinion is being furnished to you solely for your benefit and only with respect to the captioned Bonds. Accordingly, it may not be relied upon or quoted to any person or entity without, in each instance, our prior written consent.

Respectfully submitted,

ATTACHMENT

OWNER INDEMNITY LETTER

_____, 2024

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016

Board of Directors
Tartesso West Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Tartesso West Community Facilities District (City of Buckeye, Arizona)
General Obligation Bonds, Series 2024

This Indemnity Letter is delivered by Buckeye Tartesso, LLC, a limited liability company organized and existing pursuant to the laws of the State of Arizona (hereinafter referred to as "Owner"), in order to induce Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"), and Tartesso West Community Facilities District (City of Buckeye, Arizona), a community facilities district organized and existing pursuant to the laws of the State of Arizona (the "District"), to enter into the Bond Purchase Agreement, dated even date herewith (hereinafter referred to as the "Purchase Contract") related to the purchase by the Underwriter and sale by the District of the captioned Bonds (hereinafter referred to as the "Bonds"). Terms which are defined in the Purchase Contract have the meanings ascribed to them therein when used herein.

1. In consideration of the execution and delivery of the Purchase Contract, Owner represents and warrants to the Underwriter and the District that:

(a) Owner is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona and is qualified to transact business in the State of Arizona.

(b) As of the date of the Official Statement, the information in the Official Statement pertaining to Owner and the Development (as defined in the Official Statement) under the headings "THE DISTRICT," "LAND DEVELOPMENT," "THE PUBLIC INFRASTRUCTURE," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "OWNER" and "RISK FACTORS" (but not the other information, opinions, assumptions or projections contained therein) is true and correct in all material respects for the purposes for which its use is or was authorized, and such information does not include any untrue statement of a

material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) Neither the execution or delivery of this Indemnity Letter (hereinafter referred to as the "Owner Document") nor the consummation of any other of the transactions herein contemplated, nor the fulfillment of, or compliance with, the terms hereof, shall contravene the organizational documents of Owner or conflict with or result in a breach by Owner of any of the terms, conditions or provisions of, or constitute a default by Owner under, any bond, debenture, note, mortgage, indenture, agreement or other instrument to which Owner is a party or by which it is bound or to which any of the property or assets of Owner is subject, or any law or any order, rule or regulation applicable to Owner of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over Owner or any of the properties or operations of Owner, or (except as contemplated by the Owner Document) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of Owner under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation, which would, in any such case materially adversely affect the property or financial condition of the Owner.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of Owner, threatened against Owner wherein an adverse decision, ruling or finding would (i) result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of Owner, or which would materially and adversely affect the properties (taken as a whole) of Owner, and which has not been disclosed in the Official Statement, (ii) materially adversely affect the transactions contemplated by the Purchase Contract or the Owner Document or (iii) adversely affect the validity or enforceability of the Owner Document against the Owner.

(e) Owner has the full power and authority to execute and deliver the Owner Document and perform its obligations hereunder and engage in the transactions contemplated by the Purchase Contract and the Owner Document, and the Owner Document has been duly authorized by Owner and, when executed and delivered by the respective parties thereto, will constitute a valid, binding and enforceable obligation of Owner except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(f) No consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the consummation by Owner of the transactions contemplated by the Purchase Contract and the Owner Document.

2. To the extent permitted by applicable law, Owner shall indemnify and hold harmless the Underwriter, the District, the Financial Advisor and, as applicable each director, trustee, partner, member, officer, official, legal counsel, independent contractor or employee thereof and each person, if any, who controls the Underwriter, the District or the Financial Advisor

within the meaning of the Securities Act of 1933, as amended (any such person being herein sometimes called an "Indemnified Party"), for, from and against any and all losses, claims, damages or liabilities, joint or several, (i) to which an Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, to the extent, and only to the extent, such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact pertaining to Owner or the Project set forth in the sections identified in the Official Statement in Section 1(b) above or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact pertaining to Owner or the Project required to be stated in such section(s) or which is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading in any material respect, except such indemnification shall not extend to any other statements in the Official Statement and (ii) with respect to an Indemnified Party only, to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from, and only to the extent of, a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission pertaining to Owner or the Project, the indemnity provided by Owner shall only apply if such settlement is effected with the written consent of Owner (which consent shall not be unreasonably withheld). The indemnification obligation of Owner hereunder (and/or any defense obligation) shall not extend to any other statements in the Official Statement or to claims based upon the action of any other parties, including the Indemnified Parties, or to such losses, claims, damages or liabilities or defense costs that arise from such other statements in the Official Statement or to claims based upon the action of any other parties, including the Indemnified Parties.

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be due from Owner, notify Owner in writing of the commencement thereof. Failure of the Indemnified Party to give such notice shall reduce the liability of Owner by the amount of damages attributable to the failure of the Indemnified Party to give such notice to Owner, but the omission to notify Owner of any such action shall not relieve Owner from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Owner of the commencement thereof, Owner may, or, if so requested by such Indemnified Party, shall, participate therein or assume the defenses thereof (to the extent of Owner's portion of such claims, if additional claims are made beyond those for which indemnity is provided hereunder), with counsel satisfactory to such Indemnified Party and Owner (it being understood that, except as hereinafter provided, Owner shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action or for the cost of the portion of any defense of any additional claims beyond those for which indemnity is provided hereunder), and after notice from Owner to such Indemnified Party of an election so to assume the defenses thereof, Owner shall not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until Owner assumes the defense of any such action at the request of such Indemnified Party, Owner shall have the right to participate at its own expense in the defense of any such action. If Owner shall not have employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to Owner (in which case Owner shall not

have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by Owner, but only if and to the extent liability is found or based upon a matter for which Owner is liable hereunder.

3. All of the representations, warranties, and agreements of Owner contained in the Owner Document shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, the District, the Financial Advisor, any controlling person referred to in paragraph 2 hereof or Owner or (ii) delivery of and payment for the Bonds.

4. This letter is solely for the benefit of the Underwriter, the District, the Financial Advisor and their successors or assigns, and, to the extent provided in paragraph 2 hereof, each Indemnified Party, and no other person shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" as used in this letter shall not include any purchaser, as such purchaser, from the Underwriter of the Bonds.

5. Owner shall pay the Underwriter's compensation and the costs with respect to the issuance and delivery of the Bonds set forth on page ___ of the final numbers for the Bonds prepared by the Financial Advisor (in a total amount equal to $_____).

6. Owner consents to the references to Owner in the Official Statement.

7. The letter shall be governed by, and construed in accordance with, the laws of the State of Arizona.

Respectfully submitted,

BUCKEYE TARTESSO, LLC, an Arizona
limited liability company

By: DOLPHIN LAND, LLC, a California
limited liability company, its Manager

By: DOLPHIN PARTNERS, INC., a California
corporation, its Manager

By: .....

Name: .....

Title: .....

FEDERAL TAXPAYER I.D. NO. 43-2088856

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____] 1, 2024 (this "*Contract*"), is made and entered into between the **TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (hereinafter called the "*District*") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** in its capacity as bond registrar, transfer agent and paying agent (hereinafter called the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 05-24 (Tartesso West) (the "*Bond Resolution*"), the District will issue its General Obligation Bonds, Series 2024 (the "*Bonds*") in the aggregate principal amount of $[_____]. The Board of Directors of the District (the "*Board*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to: (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the District the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to: (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to: (i) providing a billing to the District at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than the time established by DTC, on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the District; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information, for six years after payment; and (vii) making proof of such payments available to the District or any registered owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) next preceding the applicable interest payment date, or if such day is not a Business Day, the previous Business Day. Normal transfer activities will continue after the Record Date, but the interest payments will be mailed to the registered owners of the Bonds as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**.

A. The Bank agrees to provide certain notices to the registered owners of the Bonds as required to be provided by the Bank in, and upon being provided with a copy of, the Bond Resolution. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

B. The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

C. If the moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to registered owners of the Bonds and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will deliver the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The District will transfer immediately available funds to the Bank no later than one Business Day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the District.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three Business Day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the District will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (2024/2025) is $[____].00 and shall be due at the initial delivery of the Bonds and shall be paid from amounts contributed by Buckeye Tartesso, LLC. Subsequent payments shall be made by the District in accordance with this Contract.

9. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the District for its 2025/2026 fee prior to June 1, 2025, and prior to each June 1 thereafter for each succeeding fiscal year.

10. **Costs and Expenses**. Except as provided in Section 8 hereof, the District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the District, its Board, the Treasurer of the District and all boards, commissions, officials, officers and employees of the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The Bank and the District each reserve the right to amend any individual service set forth herein or all of the services upon providing 60 days' prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and shall be vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**.

A. The Bank may resign or the District may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after

a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent.

B. In the event the Bank resigns or is replaced, the District reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, *et seq.*, or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the District shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor bond registrar, transfer agent and paying agent or as reimbursement if the District acts as bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the District or its agents, to comply with the requirements of the Arizona Department of Administration pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the District for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The District, or its duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owners thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owners of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law)

following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the owners of such Bonds arising under such Bond shall be made upon the District and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds that are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges of the Bank and the District in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the District of evidence satisfactory to the Bank and the District that such Bond was destroyed or lost, and furnishing the Bank and the District with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The District has agreed in the Bond Resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate that may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the District, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the District may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The District may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Arbitrage Rebate Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership of the Bond.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty. The Bank and its subcontractors warrant to keep such papers, information and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the District during the Bank's normal business hours. The Bank and its subcontractors shall reasonably cooperate with the District's random inspections, including granting the District entry rights onto their property to perform the random inspections, granting the District access to, and use of, the Information; provided, that the District agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 29 and, subject to the requirements of law, including the public records law of the State, the District will preserve the confidentiality of any information, records or papers the District views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**. To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Bank's role as registrar, transfer agent and paying agent pursuant to Section 15 hereunder.

33. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____] 1, 2024.

TARTESSO WEST
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By_____
District Chairman

ATTEST:

_____
District Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page to the Bond Registrar, Transfer Agent and Paying Agent Contract]

CONTINUING DISCLOSURE UNDERTAKING

$____,000
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

(CUSIP BASE NUMBER 876498)

This Undertaking is executed and delivered by Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 3, 4, 6 and 7 of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or

financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

[Signature page follows.]

Dated: _____, 2024

TARTESSO WEST COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

[Signature page to Continuing Disclosure Undertaking]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JULY __, 2024

NEW ISSUE - BOOK-ENTRY-ONLY **RATING: See "RATING" herein.**
INSURANCE: See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District (as defined herein), as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein.

The Board of Directors of the District has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, which relates to the ability of certain financial institutions to deduct the interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. Representatives of the Board of Directors of the District will represent and warrant that they do not anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2024 will exceed $10,000,000.

$6,030,000*
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024
(BANK QUALIFIED)

DRAFT III
4/16/24

Dated: Date of Initial Delivery *Due: As shown on the inside front cover page*

The General Obligation Bonds, Series 2024 (the "Bonds") of Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "District") will be issued in the form of fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available initially to ultimate purchasers through the book-entry-only system maintained by DTC in amounts of $5,000 of principal each or integral multiples in excess thereof due on specified maturity dates. Interest on the Bonds will be paid semiannually, on January 15 and July 15 of each year, commencing January 15, 2025*. Payments of principal and interest will be paid by wire transfer to DTC for subsequent disbursements to DTC participants which will remit such payments to the beneficial owners of the Bonds. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM."

SEE INSIDE FRONT COVER PAGE FOR MATURITY SCHEDULE

The Bonds are authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended, and an election held on December 14, 2004, in and for the District and will be issued pursuant to a resolution of the Board of Directors of the District adopted on May 7, 2024. The Bonds will be payable as to both principal and interest from *ad valorem* taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT" herein.

Certain of the Bonds will be subject to redemption prior to their stated maturity dates as described under "THE BONDS – Redemption Provisions" herein.*

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by [Bond Insurer].

[Bond Insurer Logo]

Proceeds of the sale of the Bonds will be used to finance the acquisition of certain public infrastructure by the District, to pay capitalized interest on the Bonds, and to pay costs of issuance for the Bonds.

Investment in the Bonds involves certain risks that each prospective investor should consider prior to investing. See "SECURITY FOR AND SOURCES OF PAYMENT" and "RISK FACTORS" herein.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF BUCKEYE, ARIZONA, THE OWNER (AS DEFINED HEREIN), THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY OF BUCKEYE, ARIZONA, THE OWNER, THE STATE OF ARIZONA, OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

The Bonds will be offered when, as and if issued by the District and subject to the approval of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel, Gust Rosenfeld P.L.C., Phoenix, Arizona, for the Underwriter identified below by its counsel, Greenberg Traurig, LLP, Phoenix, Arizona, and for the Owner by its counsel, Ballard Spahr LLP, Phoenix, Arizona. It is expected that delivery of the Bonds will be made through the facilities of DTC on or about _____, 2024*.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

* *Subject to change.*

STIFEL

$6,030,000*
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024
(BANK QUALIFIED)

MATURITY SCHEDULE*

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	CUSIP®[1] No. 876498
2025	$80,000	%	%	
2026	30,000			
2027	25,000			
2028	25,000			
2029	25,000			
2030	30,000			
2031	30,000			
2032	35,000			
2033	215,000			
2034	225,000			
2035	240,000			
2036	245,000			
2037	265,000			
2038	275,000			
2039	290,000			
2040	305,000			
2041	320,000			
2042	335,000			
2043	345,000			
2044	365,000			
2045	375,000			
2046	1,110,000			
2047	840,000			

$_____ Term Bonds @ ___% Due July 15, 20__ - Yield ___% CUSIP® No. 876498___

$_____ Term Bonds @ ___% Due July 15, 20__ - Yield ___% CUSIP® No. 876498___

---

* *Subject to change.*

(1) *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2024 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Financial Advisor, the Underwriter, the Owner or their agents or counsel assume responsibility for the accuracy of such numbers.*

TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

DISTRICT BOARD

Eric Orsborn, *District Chairman*
Tony Youngker, *District Board Member*
Clay Goodman, *District Board Member*
Jeanine Guy, *District Board Member*
G. Patrick HagEstad, *District Board Member*
Michelle Hess, *District Board Member*
Craig Heustis, *District Board Member*

DISTRICT STAFF

Daniel Cotterman, *District Manager*
William Kauppi, *District Treasurer*
Lucinda Aja, *District Clerk*
Gust Rosenfeld P.L.C., *District Counsel*

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, should be considered in its entirety, and no one subject should be considered less important than another by reason of location in the text. Brief descriptions of Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "District"), the District's General Obligation Bonds, Series 2024 (the "Bonds"), the hereinafter described Bond Resolution, the security for the Bonds, the Owner (as defined herein) and other information are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bonds, the Bond Resolution and any other documents are qualified in their entirety by reference to such documents, copies of which may be obtained from Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), at 2801 East Camelback Road, Suite 300, Phoenix, Arizona 85016.

The information set forth herein has been obtained from the District, Owner and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Underwriter or Hilltop Securities Inc. (the "Financial Advisor"). This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions or that they will be realized. The presentation of information, including tables of *ad valorem* tax rates and bonded general obligation indebtedness, in this Official Statement is intended to show recent historical information and, except as expressly stated otherwise, is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District, the Financial Advisor, the Underwriter, or any of their legal counsel, including counsel to the Underwriter and Bond Counsel (as defined herein) and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

[Bond Insurer Disclosurer]

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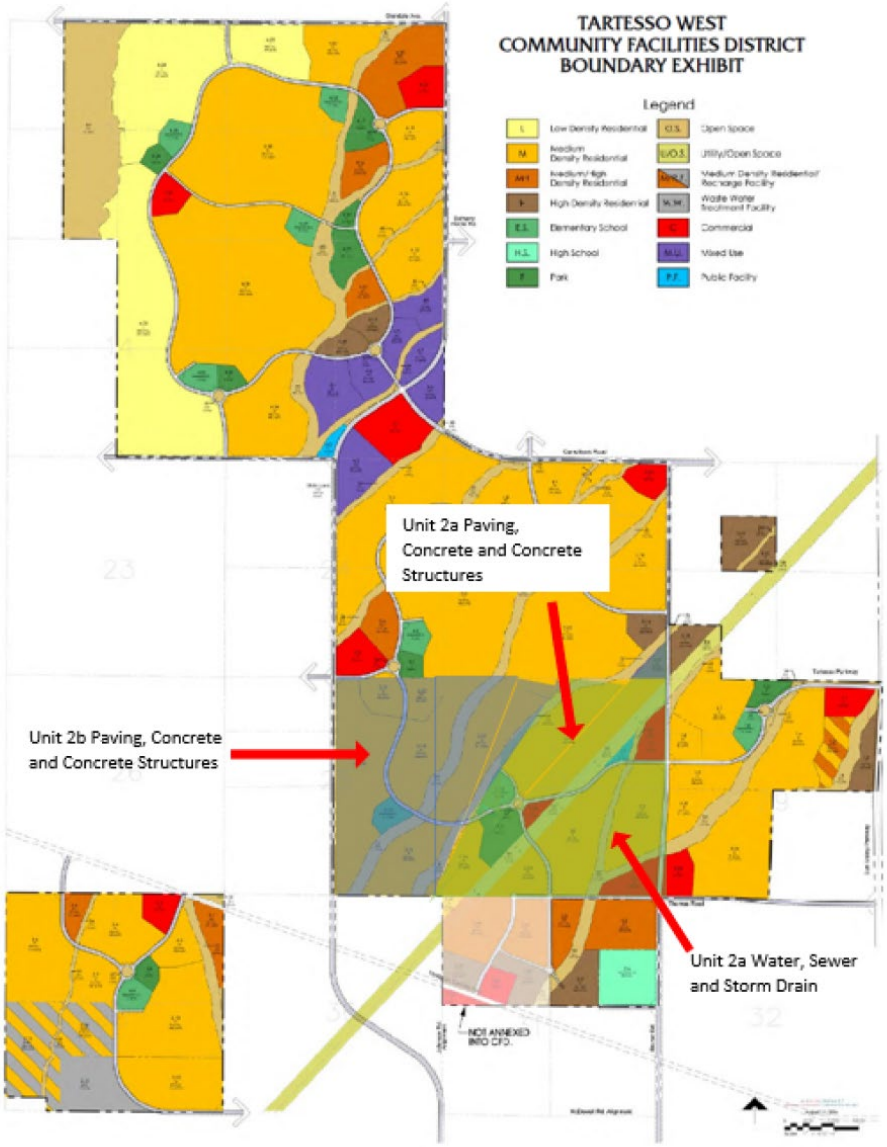
MAP SHOWING LOCATION OF THE DISTRICT
WITHIN METROPOLITAN PHOENIX AREA

LAND USE PLAN OF THE DISTRICT



$6,030,000*
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024
(BANK QUALIFIED)

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the issuance of $6,030,000* principal amount of Tartesso West Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "Bonds").

THE DISTRICT

Pursuant to the Community Facilities District Act, Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Enabling Act"), and in response to a petition by the then-owners of 100% of the property to be included within the proposed, hereinafter described District (Stardust Tartesso W12, Inc., Stardust Structured Investments No. 4 L.L.C., Sun Valley Partners, L.L.C., BIF-Buckeye, L.L.C., Cherry Properties, L.L.C. and two individuals) (collectively, the "Original Owners"), the Mayor and the Council of the City of Buckeye, Arizona (the "City") (formerly known as the Town of Buckeye, Arizona) formed Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "District") on November 2, 2004. On September 1, 2016, certain assets and rights of the Original Owners or their successors-in-interest were acquired by Buckeye Tartesso, LLC, an Arizona limited liability company and/or its affiliates (collectively, the "Owner"). The Owner assumed all rights and obligations of the Original Owners under the terms of the Development, Financing Participation and Intergovernmental Agreement No. 1, Tartesso West Community Facilities District (Town of Buckeye, Arizona) dated November 2, 2004 (the "CFD Agreement"), between the Original Owners and the City.

The District is a special purpose, tax levying public improvement district for purposes of the constitution of the State of Arizona (the "State" or "Arizona") and a municipal corporation for certain purposes of the laws of the State. Except as otherwise provided in the Enabling Act, the District is considered to be a municipal corporation and political subdivision of the State, separate and apart from the City. The Mayor and Council of the City serve, *ex officio*, as members of the Board of Directors of the District (the "Board"), and the City Manager of the City serves as the District Manager.

Pursuant to the terms of certain development agreements among the City, the Owner and the District, the District has provided financing for the construction and/or acquisition of certain public infrastructure necessary for development of the land within the boundaries of the District. See "LAND DEVELOPMENT" herein. The District has the authority to issue general obligation bonds payable from *ad valorem* taxes levied on all taxable property within the boundaries of the District, without limitation as to rate or amount, to finance, among other things, the acquisition costs of public infrastructure purposes within the District, including incidental costs and the costs of issuing bonds. The District also levies a $0.30 *ad valorem* tax per $100 of Net Limited Assessed Property Value (as defined herein), the proceeds of which are used to pay a portion of the operation and maintenance expenses of the District and of the public infrastructure financed by the District (the "Operation and Maintenance Tax").

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* *Subject to change.*

THE BONDS

Authority and Election

The Bonds are authorized pursuant to the Enabling Act and an election held on December 14, 2004 (the "Election"), and will be issued pursuant to a resolution adopted by the Board on May 7, 2024 (the "Bond Resolution"). The Bonds will be the sixth series of bonds issued pursuant to the authorization approved at the Election, and, after issuance of the Bonds, $144,970,143* principal amount of general obligation bonds of the District will remain authorized but unissued. In addition, certain amounts of net premium on general obligation bonds of the District reduce the principal amount of authorized but unissued general obligation bonds of the District. See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District" and "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District." The Bonds are being issued in order to finance a portion of the cost for the District to acquire the public infrastructure financed by the Bonds from the Owner, to pay capitalized interest on the Bonds and to pay costs of issuance of the Bonds. See "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS."

General Description

The Bonds will be dated the date of their initial delivery, and will mature and bear interest at the rates as set forth on the inside front cover page of this Official Statement.

Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025* (each such date being referred to herein as an "Interest Payment Date"). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of their initial delivery, calculated on the basis of a 360-day year of twelve 30-day months. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM." The District has chosen the close of business on the last day of the calendar month (other than a Saturday, Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally in the place of payment or in the city where the principal corporate trust office of the Bond Registrar and Paying Agent is located (a "Business Day")) next preceding the applicable Interest Payment Date, or if such day is not a Business Day, the previous Business Day, as the record date for the Bonds (the "Record Date").

The principal of, redemption price for and interest on the Bonds will be payable when due to Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the securities depository of the Bonds for a book-entry-only system (the "Book-Entry-Only System"). The Bonds will be available initially to ultimate purchasers under such system in amounts of $5,000 of principal or integral multiples in excess thereof due on specified maturity dates. No document of any nature whatsoever need be surrendered as a condition to payment of the principal of and interest on the Bonds. See APPENDIX D - "BOOK-ENTRY-ONLY SYSTEM."

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association, will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions*

Optional Redemption. The Bonds maturing before or on July 15, 20__ will not be subject to redemption prior to their maturity. The Bonds maturing on or after July 15, 20__ will be subject to redemption prior to maturity, at the option of the District, in whole or in part from maturities selected by the District on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed, plus interest accrued to the date fixed for redemption, but without a premium.

---

* *Subject to change.*

Mandatory Redemption. The Bonds maturing on July 15 of the following years will be redeemed from funds of the District prior to maturity on the following redemption dates and in the following amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the redemption date, but without premium:

Term Bonds due July 15, 20__

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000
	___,000 (maturity)

Term Bonds due July 15, 20__

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000
	___,000 (maturity)

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or are delivered to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro rata basis, to the extent practicable; provided, however, that each remaining mandatory payment shall be in an amount of at least $5,000 of principal.

Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM." If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be provided as set forth in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by or on behalf of the District or the Bond Registrar and Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Effect of Redemption. On the date designated for redemption, the Bonds or portions thereof to be redeemed will become and be due and payable at the redemption price for such Bonds or portions thereof, and, if monies for payment of the redemption price are held in a separate account by the Bond Registrar and Paying Agent, interest on such Bonds or portions thereof to be redeemed will cease to accrue, such Bonds or portions thereof will cease to be entitled to any benefit or security under the Bond Resolution, the owners of such Bonds or portions thereof will have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds or portions

thereof will be deemed paid and no longer outstanding. DTC's practice is to determine by lot the amount of each Direct Participant's (as defined in APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM") proportionate share that is to be redeemed.

Redemption of Less than All of a Bond. The District may redeem any amount which is included in a Bond that is subject to prior redemption in a denomination equal to or in excess of, but divisible by, $5,000. In the event of a partial redemption, the Bond will be redeemed in accordance with DTC's procedures. In the event of a partial redemption after the Book-Entry-Only System is discontinued, the registered owner will submit the Bond for partial redemption and the Bond Registrar and Paying Agent will make such partial payment and will cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Registration and Transfer When Book-Entry-Only System Has Been Discontinued

If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bond or Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds during the period from the Record Date to and including the respective Interest Payment Date. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds which have been selected for prior redemption.

The transferor will be responsible for all fees, taxes and any other costs relating to the transfer of ownership of individual Bonds.

SOURCES AND APPLICATION OF FUNDS

Sources

Par Amount of Bonds	$6,030,000.00*
[Net] Original Issue Premium/Discount *(a)*	
Owner Contribution	
Total	

Applications

Cost of Acquisition	
Deposit to Debt Service Fund (representing capitalized interest)	
Payment of Costs of Issuance *(b)*	
Total	

* *Subject to change.*

(a) *[Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds. Net original issue discount consists of original issue discount on the Bonds, less original issue premium on the Bonds.]*

(b) *Includes premium for the Policy (as defined herein) and compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.*

SECURITY FOR AND SOURCES OF PAYMENT

General

The Board will annually levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any amounts from the sources described in the Enabling Act and available pursuant to the Bond Resolution, to pay debt service with respect to the Bonds (whether at maturity or prior redemption) when due, such *ad valorem* tax to be unlimited as to rate or amount. Amounts derived from the levy of such tax when collected constitute funds to pay the debt service on the outstanding general obligation bonds of the District, including debt service with respect to the Bonds, and will be kept separately from other funds of the District. With respect to *ad valorem* property taxes, the outstanding general obligation bonds of the District and the Bonds will be payable from such taxes on the same basis as issues of general obligation bonds of the District which may be issued in the future. In addition to the levy of *ad valorem* property taxes for the payment of debt service on the Bonds, the Board also levies the Operation and Maintenance Tax. See TABLE 7 herein for information regarding the outstanding general obligation bonds of the District. See also "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District."

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE OWNER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE OWNER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

Ad Valorem Property Taxation in the District

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special service districts such as sanitary, fire, road improvement and career technical education districts are "secondary taxes." See "Primary Taxes" and "Secondary Taxes" below.

Taxable Property. Real property and improvements and personal property are either valued by the Assessor of Maricopa County, Arizona (the "County") or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value. In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial

property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value. In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions. The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the District.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios. All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification *(a)*	2020	2021	2022	2023	2024
Mining, utilities, commercial and industrial *(b)*	18%	18%	17.5%	17%	16.5%
Agricultural and vacant land	15	15	15	15	15
Owner occupied residential	10	10	10	10	10
Leased or rented residential	10	10	10	10	10
Railroad, private car company and airline flight property *(c)*	14	15	15	14	14

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to Section 42-15005, Arizona Revised Statutes.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue. 2024 Final Property Class Summary, Arizona Department of Revenue.

Primary Taxes. Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value. "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bonded indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes. Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, and career technical education districts, and the taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Tax Procedures. The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then

forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

Typically, approximately 20,000 resolutions for corrected values are processed annually in the County; however, during fiscal year 2024/25, the Treasurer of the County is anticipated to process significantly more resolutions as a result of a ruling by the Arizona Court of Appeals.

In 2021, the Arizona Court of Appeals ruled in *Qasimyar v. Maricopa County* that certain transitions between property classifications qualified as a "change in use" requiring recalculation of the limited property value of the affected properties. The ruling affects taxable property values in the County in tax years 2015–2023. As a result, the Assessor of the County will be submitting to the Treasurer approximately one-million resolutions applicable to tax years 2015–2023, which is expected to result in property tax refunds to adversely affected taxpayers. At this point, the amount and magnitude of the anticipated refunds is unknown. The District cannot predict the effect of such resolutions until the Assessor of the County and the Treasurer of the County have completed the process.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth below is a record of property taxes levied and collected in the District for a portion of the current fiscal year and the previous five fiscal years.

TABLE 2

Property Taxes Levied and Collected (a)
Tartesso West Community Facilities District

Fiscal Year	District Tax Rate	Adopted District Tax Levy	Adjusted District Tax Levy as of June 30th	Collected to June 30th of Initial Fiscal Year		Adjusted District Tax Levy as of 3/31/2024	Cumulative Collections to March 31, 2024	
				Amount	% of Adj. Levy		Amount	% of Adj. Levy
2023/24	$2.9175	$ 1,496,580	*(b)*	*(b)*	*(b)*	$ 1,496,149	$ 832,742	55.66%
2022/23	3.2947	1,480,158	$ 1,479,848	$ 1,474,050	99.61%	1,479,112	1,479,112	100.00
2021/22	2.9208	1,065,285	1,065,165	1,055,090	99.05	1,065,165	1,065,165	100.00
2020/21	2.4644	699,328	697,632	667,579	95.69	690,391	690,391	100.00
2019/20	3.3805	689,075	689,075	680,950	98.82	676,899	676,899	100.00
2018/19	4.3612	725,329	725,329	717,661	98.94	703,724	703,724	100.00

(a) Taxes are collected by the Treasurer of the County. Taxes in support of debt service are levied by the Board of the Supervisors of the County as required by Arizona Revised Statutes. Interest and penalty collections for delinquent taxes are not included in the collection figures in Table 2, but are deposited in the County's General Fund.

(b) 2023/24 taxes in course of collection:
First installment due 10-01-23; delinquent 11-01-23
Second installment due 03-01-24; delinquent 05-01-24

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures. The property taxes due the District are billed, along with State and other taxes, each September, are due and payable in two installments on October 1 and March 1, and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated monthly at a rate of 1.33% as of the first day of the month. (Interest and penalties for delinquent taxes are waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor (as defined herein), the Owner or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years. See "RISK FACTORS – Bankruptcy and Foreclosure Delays."

TABLE 3

Net Limited Assessed Property Value by Property Classification
Tartesso West Community Facilities District

Class	2024/25 *(a)*	2023/24	2022/23	2021/22	2020/21	2019/21
Commercial, industrial, utilities & mines	$ 2,886,051	$ 1,758,847	$ 1,590,180	$ 1,596,295	$ 1,664,459	$ 1,489,787
Agricultural and vacant	261,332	333,070	554,094	939,079	1,322,968	1,623,320
Residential (owner occupied)	43,688,659	41,726,557	36,469,711	29,602,648	21,596,610	14,046,164
Residential (rental)	8,036,310	7,478,421	6,311,477	4,334,404	3,793,066	3,224,535
Totals *(b)*	$ 54,872,352	$ 51,296,895	$ 44,925,462	$ 36,472,425	$ 28,377,103	$ 20,383,806

(a) *Fiscal year 2024/25 values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 19, 2024.*

(b) *Totals may not add up due to rounding.*

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and *Property Tax Rates and Assessed Values*, Arizona Tax Research Association and the Office of Budget and Finance of the County.

See also in this respect the discussion under the subheading "LAND DEVELOPMENT."

TABLE 4A

Net Limited Assessed Property Value of Major Taxpayers for Fiscal Year 2024/25
Tartesso West Community Facilities District

Major Taxpayer *(a)*	Estimated 2024/25 Net Limited Assessed Property Value *(c)*	As % of Estimated 2024/25 Net Limited Assessed Property Value
Arizona Public Service Company	$ 3,932,655	7.17%
Transwestern Pipeline Company LLC	1,425,323	2.60
SFR JV-HD Property LLC	332,688	0.61
From Little Acorns Grow LLC	240,762	0.44
AZ SFR 2 LLC	113,080	0.21
SFR JV-2 2022-2 Borrower LLC	108,077	0.20
MARC Sun Valley LLC	104,258	0.19
SFR JV-2 2022-1 Borrower LLC	101,378	0.18
RESI Labs Pathway Homes Buyer LP	74,849	0.14
Buckeye Tartesso LLC	67,900	0.12
Total *(b)*	$ 6,500,969	11.85%

TABLE 4B

Net Limited Assessed Property Value of Major Taxpayers for Fiscal Year 2023/24
Tartesso West Community Facilities District

Major Taxpayer *(a)*	2023/24 Net Limited Assessed Property Value	As % of 2023/24 Net Limited Assessed Property Value
Transwestern Pipeline Company LLC	$ 1,545,773	3.01%
Arizona Public Service Company	1,150,500	2.24
SFR JV-HD Property LLC	316,847	0.62
From Little Acorns Grow LLC	260,852	0.51
Buckeye Tartesso LLC	117,301	0.23
SFR JV-2 2022-2 Borrower LLC	102,933	0.20
MARC Sun Valley LLC	99,293	0.19
SFR JV-2 2022-1 Borrower LLC	96,551	0.19
RESI Labs Pathway Homes Buyer LP	71,284	0.14
SFR JV-2 Property LLC	67,611	0.13
Total *(b)*	$ 3,828,945	7.46%

(a) *Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-*

2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. No representative of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

(b) Totals may not add due to rounding.

(c) Fiscal year 2024/25 values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 19, 2024.

Source: The Assessor of the County.

See "RISK FACTORS - General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences."

TABLE 5

Comparative Net Limited Assessed Property Values
Tartesso West Community Facilities District

Fiscal Year	Tartesso West Community Facilities District	City of Buckeye	Maricopa County	State of Arizona
2024/25 *(a)*	$ 54,872,352	$ 953,508,266	$ 58,328,686,358	N/A
2023/24	51,296,895	809,880,823	54,722,310,149	$ 83,026,514,349
2022/23	44,925,462	718,798,778	51,575,018,185	78,415,651,030
2021/22	36,472,425	617,421,432	48,724,126,672	74,200,360,570
2020/21	28,377,103	558,013,165	45,704,969,813	69,914,763,468
2019/20	20,383,806	496,102,577	43,194,326,395	66,157,223,639

(a) Fiscal year 2024/25 values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 19, 2024.

Source: *Property Tax Rates Assessed Values*, Arizona Tax Research Association, Department of Finance of the County and *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue and the Office of Budget and Finance of the County.

TABLE 6

Estimated Net Full Cash Value History
Tartesso West Community Facilities District

Fiscal Year	Estimated Net Full Cash Value *(a)*
2024/25 *(b)(c)*	$ 1,227,425,486
2023/24 *(c)*	967,576,950
2022/23	685,108,933
2021/22	517,363,629
2020/21	406,739,062
2019/20	295,908,691

(a) Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.

(b) *Fiscal year 2024/25 values are subject to positive or negative adjustments until approved by the Board of Supervisors of the County on or before August 19, 2024.*

(c) *[Preliminary Full Cash Value for fiscal year 2024/25 is $1,284,945,741. Full Cash Value for fiscal year 2023/24 is $990,898,171.*

Source: *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

The following table lists the general obligation bonded indebtedness of the District that will be outstanding after issuance of the Bonds:

TABLE 7

General Obligation Bonded Indebtedness to be Outstanding.

Issue Series	Original Amount	Purpose	Final Maturity Date (July 15)	Balance Outstanding
2018	$ 6,430,000	Refunding	2032	$ 4,035,000 *(a)*
2021	7,310,000	Public Infrastructure	2046	6,655,000 *(b)*
2022	6,960,000	Public Infrastructure	2045	6,960,000 *(c)*
Total General Obligation Bonded Debt Outstanding				$ 17,650,000
Plus: The Bonds				6,030,000 *(d)**
Total General Obligation Bonded Debt to be Outstanding				$ 23,680,000 *

(a) *The "Series 2018 Bonds."*

(b) *The "Series 2021 Bonds." $869,857 of net premium on the Series 2021 Bonds reduced the principal amount of authorized but unissued general obligation debt of the District of the Election.*

(c) *The "Series 2022 Bonds."*

(d) *$____* of net premium on the Bonds reduces the principal amount of authorized but unissued general obligation debt of the District of the Election.*

* *Preliminary, subject to change.*

Annual Debt Service Requirements of General Obligation Bonded Indebtedness To Be Outstanding. The District will have the following estimated annual debt service requirements after the issuance of the Bonds:

TABLE 8

Schedule of Estimated Annual Debt Service Requirements *(a)*
Tartesso West Community Facilities District

Fiscal Year	Bonds Outstanding Principal	Bonds Outstanding Interest	The Bonds* Principal	The Bonds* Interest *(b)*	Total Estimated Annual Debt Service Requirements*
2024/25	$ 660,000	$ 681,496	$ 80,000	$ 224,487 *(c)*	$ 1,645,983
2025/26	680,000	659,604	30,000	275,638	1,645,242
2026/27	705,000	637,019	25,000	274,138	1,641,156
2027/28	730,000	613,613	25,000	272,888	1,641,500
2028/29	755,000	589,410	25,000	271,638	1,641,047
2029/30	780,000	564,363	30,000	270,388	1,644,750
2030/31	805,000	538,495	30,000	268,888	1,642,383
2031/32	830,000	511,760	35,000	267,388	1,644,148
2032/33	680,000	484,181	215,000	265,638	1,644,819
2033/34	705,000	458,656	225,000	254,888	1,643,544
2034/35	730,000	432,131	240,000	243,638	1,645,769
2035/36	760,000	404,669	245,000	231,638	1,641,306
2036/37	785,000	376,056	265,000	219,388	1,645,444
2037/38	820,000	343,444	275,000	206,138	1,644,581
2038/39	855,000	308,750	290,000	192,388	1,646,138
2039/40	890,000	272,563	305,000	177,888	1,645,450
2040/41	925,000	234,900	320,000	162,638	1,642,538
2041/42	965,000	195,050	335,000	149,038	1,644,088
2042/43	1,010,000	153,450	345,000	134,800	1,643,250
2043/44	1,050,000	109,900	365,000	120,138	1,645,038
2044/45	1,100,000	64,625	375,000	104,625	1,644,250
2045/46	430,000	17,200	1,110,000	87,750	1,644,950
2046/47			840,000	37,800	877,800
	$ 17,650,000		$ 6,030,000		

* *Subject to change.*

(a) *Prepared by Stifel, Nicolaus & Company, Incorporated (the "Underwriter").*

(b) *Interest is estimated.*

(c) *The first interest payment on the Bonds will be due on January 15, 2025*. Thereafter, interest payments will be due semiannually on July 15 and January 15 until maturity or prior redemption.*

OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Limited Assessed Property Value and combined tax rate per $100 Net Limited Assessed Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each jurisdiction's Net Limited Assessed Property Value which lies within the District's boundaries was derived from information obtained from the County Assessor. **See "RISK FACTORS – Direct and Overlapping Indebtedness."**

TABLE 9

Direct and Overlapping Jurisdiction	2023/24 Net Limited Assessed Property Value	General Obligation Bonded Debt Outstanding *(a)*	Proportion Applicable to the District *(b)* Approximate Percent	Proportion Applicable to the District *(b)* Net Debt Amount	2023/24 Tax Rates Per $100 Net Limited Assessed Property Value
State of Arizona	$ 83,026,514,349	None	0.06%	None	None
Maricopa County *(c)*	54,722,310,149	None	0.09	None	$1.5549
Maricopa County Community College District	54,722,310,149	$ 57,615,000	0.09	$ 54,009	1.1388
Maricopa County Special Health Care District	54,722,310,149	544,135,000	0.09	510,074	0.2716
Western Maricopa Education Center District No. 402	20,736,045,182	98,510,000	0.25	243,694	0.1807
Saddle Mountain Unified School District No. 90	866,510,541	42,135,000	5.92	2,494,366	3.1939
City of Buckeye	809,880,823	None	6.33	None	1.6513
Tartesso West Community Facilities District	**51,296,895**	**23,680,000**	**100.00**	**23,680,000 *(d)**	**2.9175**
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding				$ 26,982,143 *	

* *Subject to change.*

(a) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County and City improvement districts, as the obligations of these districts are presently being paid from special assessments against property within the various improvement districts.

(b) Proportion applicable to the District is computed on the ratio of Net Limited Assessed Property Value for fiscal year 2023/24.

Does not include presently authorized but unissued general obligation bonds of such jurisdictions which may be issued in the future as indicated in the following table. Authorized but unissued amounts in the following table may be subject to additional reductions based on net premium amounts but such reductions are not reflected in the table. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	*General Obligation Bonds Authorized but Unissued*
The District (e)	*$144,970,143*

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages are fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See Sections 48-3715 and 48-3715.02, Arizona Revised Statutes.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) The County's tax rate includes the $0.1400 tax rate of CAWCD, the $0.1536 tax rate of the Maricopa County Flood Control District, the $0.0488 tax rate of the Maricopa County Free Library and the $0.0081 tax rate of the Maricopa County Fire District contribution. It should be noted that the County Flood Control District does not levy taxes on personal property

(d) Includes the Bonds.

(e) Reflects reduction in authorization approved at Election resulting from issuance of the Bonds.

Source: The various entities, *Property Tax Rates and Assessed Values,* Arizona Tax Research Association, *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue and the Office of Budget and Finance of the County.

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* *Subject to change.*

Additional General Obligation Bonded Indebtedness of the District

In addition to outstanding general obligation bonds of the District described in TABLE 7 and the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Enabling Act, additional series of general obligation bonds payable from *ad valorem* taxes. See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District – General Obligation Bonded Indebtedness to be Outstanding." **See also "RISK FACTORS - Direct and Overlapping Indebtedness."**

The Enabling Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60 percent of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the County Assessor, the Board has determined that issuance of the Bonds will meet the test set forth above. See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District – Full Cash Value.")

Pursuant to the Election, the District was authorized to incur general obligation bonded indebtedness in an amount not to exceed $175,000,000 in order to finance, among other things, the costs of public infrastructure purposes within the District, including incidental costs and will have $144,970,143* of such amount remaining after issuance of the Bonds. Additional indebtedness could be authorized for the District in the future pursuant to other elections.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional indebtedness payable from taxes on all or a portion of the property within the District that may be issued in the future by other political subdivisions, including but not limited to the City, the County, Saddle Mountain Unified School District No. 90 of Maricopa County, Arizona, Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, Maricopa County Community College District or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness could be authorized for such overlapping jurisdictions in the future. **See "RISK FACTORS - Direct and Overlapping Indebtedness."**

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* *Subject to change.*

LAND DEVELOPMENT

The information contained in this section relates to and has been obtained from the Owner, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

In General

The District encompasses approximately 5,396 acres which are being planned and developed as a mixed-use, master-planned community and marketed as "Tartesso West" (the "Development").

The Development is located north of McDowell Road, south of Glendale Avenue, east of the Hassayampa River and west of the Sun Valley Parkway. Primary access to the Development is provided by Interstate 10 and the Sun Valley Parkway, which include a major freeway interchange. At buildout, single family residential and multi-family residential units are expected to represent approximately 3,635 acres and 136 acres, respectively, within the Development. Non-residential development will comprise approximately 1,625 acres inclusive of an estimated 207 acres of various commercial uses and 1,418 acres of (i) rights of way, and (ii) government services such as schools, wastewater treatment facility, public facilities and parks and open space. See the map on page (iv) with respect to the location of the District and map of the planned land use of the District on page (v).

Construction on the initial 1,200 acres in the District began in 2004-2005 ("Phase I"). Phase I consists of Units 1, 2A and 2B and includes 3,375 single family residential lots and various other uses as approved in the Tartesso West Community Master Plan, originally approved by the City on August 19, 2003 (the "Community Master Plan"). The original developer, Stardust-Tartesso W12, Inc. ("Original Developer"), completed entitlements and substantial development of the public improvements for Phase I and spent in excess of $56,000,000 to provide public infrastructure eligible for reimbursement under the Enabling Act including water, sewer, streets, curbs, gutters, and other facilities. This does not include any construction costs incurred by the Original Developer for infrastructure. At the inception of the master planned community, all of the 3,375 lots described above were the subject of rolling lot option agreements prior to the construction of offsite improvements and onsite lot improvements. Up through 2009, approximately 989 homes were completed, sold and occupied by homeowners, leaving a balance of approximately 2,386 vacant developed lots.

No significant new development or new home construction occurred in the District from 2009 through 2015 during and in the aftermath of the Great Recession. The remaining 2,386 vacant developed lots were ultimately acquired by various investment entities. During 2016-2017, most of the remaining vacant developed lots were acquired by D.R. Horton, Inc ("D.R. Horton"). D.R. Horton opened for sales on its first Tartesso West product line in about August 2016 and a second product line in about February 2017. D.R. Horton completed the construction of 2,382 single-family homes by the end of 2022, finishing the build-out of the 3,371 total single-family homes in Phase I, which excludes four residential lots that were dedicated for a fire station in 2019. All infrastructure improvements for Phase I are completed and function to service the completion of the build-out of all 3,371 homes and existing residents.

The City provides sewer service through a water reclamation facility built by the Original Developer. In 2004-2005, 31 Certificates of Assured Water were issued in reliance on a 2003 Analysis of Assured Water Supply (the "2003 Analysis"), specific to the 3,371 homes located in Phase I. All 3,371 homes have been sold to homebuyers and are being served water by the City. As such, no further assured water supply approvals are required for these homes. See "Land Development Agreements/Community Master Plan" and "Residential Development" in this section, and "THE PUBLIC INFRASTRUCTURE – Assured Water Supply."

The 3,371 completed single-family homes in Phase I account for approximately 95% of the Net Limited Assessed Property Value within the District. Although such homes generate sufficient *ad valorem* taxes to service all outstanding general obligation bonded indebtedness of the District, including the Bonds, the Owner is in the process of planning future phases of development within the District. A second phase of the Development may include up to approximately 2,070 net acres and approximately 5,657 future single-family homesites, for which design and engineering efforts for preliminary plats have been initiated. The second and future phases of the Development will

require significant master infrastructure, including but not limited to the expansion of the water reclamation facility and the construction of a new water campus. Development of the second and future phases is contingent upon a number of economic and development factors, including but not limited to the ability to convert the 2003 Analysis for lots under consideration into Certificates of Assured Water Supply, future development costs, economic feasibility and future market conditions. **See "RISK FACTORS – Lack of Availability of Utilities and Water for Future Phases of Development."**

Land Development Agreements/Community Master Plan

The real property in the District is subject to the Community Master Plan and a development agreement approved by the City in August 2003 and amended in subsequent years ("Development Agreement"). The Owner became a party to the Development Agreement when it acquired the property on September 1, 2016. The Development Agreement addresses the rights of the Owner in relation to the development of the property and addresses various issues typically reflected in Arizona development agreements, including but not limited to: provision of City services, processing of plans and permits, a legal obligation to provide potable water, rights to obtain sewer, police, and fire services within the Development and the required capital and operational contributions to the City, all of which are provided to the Development in whole by the City. In accordance with the terms of the Development Agreement, the Owner is required to assist in the funding of certain capital and operational costs associated with the provision of water, sewer, police and fire services within the Development. Development of the Property within the District and construction of homes and other infrastructure is subject to obtaining various development and construction approvals and permits.

As noted above, the District is authorized to issue up to $175,000,000 in general obligation bonds to acquire public infrastructure necessary for the development of the Development. Approximately $56,400,000 of capital expenditures for the Phase I public infrastructure is eligible for acquisition from the proceeds of general obligation and special assessment bonds issued by the District. Approximately $23,300,000 of public infrastructure has been acquired with the proceeds of four prior general obligation bond issuances by the District which include the Series 2022 Bonds, the Series 2021 Bonds and the initial two issues that were refunded by the Series 2018 Bonds. Accordingly, there is approximately $33,100,000 of Phase I public infrastructure that remains eligible for acquisition from the proceeds of general obligation and special assessment bonds which may be issued by the District. Such amounts do not include any construction costs funded privately by the Original Developer to complete the public infrastructure or to finish the lot improvements, nor does it include any costs anticipated for future phases of the Development.

The real property in the District is subject to the Community Master Plan. Several amendments to the Community Master Plan have been adopted by the City, including with one effective October 6, 2020. All references to the Community Master Plan mean such plan as amended.

Although the number of acres devoted to each particular land use may ultimately vary from those presented, upon completion, the development of the District in accordance with the Community Master Plan is currently expected to include the following land uses:

TABLE 10

Total Development	Approximate District Acres
Residential	3,635
Multi-Family	136
Park and Open Space	788
Commercial	207
Mixed-Use	174
Elementary School	116
High School	45
Wastewater Treatment Facility	47
Public Facility	9
Rights of Way	239
Total	5,396

The Community Master Plan contemplates 18,791 residential units within the District, the majority of which are planned as single-family residences. The Community Master Plan also contemplates development of approximately 363.8 acres of commercial uses within the District. Development of the property within the District and construction of homes and other infrastructure is subject to obtaining various development and construction approvals and permits. As a condition to the sale of homes, homebuilders will be required to obtain building and any additional permits required for the construction and completion of all such homes and other infrastructure. See "RISK FACTORS."

Residential Development

From 2017 through 2022, D.R. Horton had closed the sale of approximately 2,382 homes to third party buyers. All homes in Phase I of the Development have been sold to private homeowners. The following table sets forth the single-family, residential closings to third party end users by year, for 2017 through 2022.

TABLE 11
Residential Home Sales – Phase 1

Calendar Year	Residential Closings Per Year
2017	191
2018	328
2019	567
2020	643
2021	508
2022	145
Total, 2017-2022(a)	2,382
Total, Prior Closings(b)	989
Total – Homes	3,371
Lots Dedicated for Fire Station, 2019	4
Phase I Total Lots	3,375

(a) Source: Zonda Intelligence, [_____]
(b) Source: City of Buckeye, Arizona

THE PUBLIC INFRASTRUCTURE

The information contained in this section relates to and has been obtained from the Owner, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Certain infrastructure has been constructed in connection with the development of the residential uses described below. Except as set forth under the heading "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," portions of such infrastructure are being financed with proceeds of the sale of the Bonds.

All public infrastructure has been publicly bid in accordance with the CFD Agreement and Title 34 of the Arizona Revised Statutes so that these improvements are eligible for acquisition with the proceeds of current and future bond offerings by the District.

Water and Sewer Utilities

The entire Development is within the water service area of the City. Phase I is located on approximately 1,200 acres at the southern end of the Development and includes approximately 3,371 single family, residential lots and various other uses as approved in the Community Master Plan. Wells, service lines, distribution, water treatment and storage facilities have been constructed and accepted by the City and provide adequate public services for the approximate 3,371 residential units in the Phase I. There are three on-site water wells that have been constructed; currently two on-site wells are active and supply water to all 3,371 residential homes.

Additional wells, service lines, distribution lines, water treatment, and storage facilities will be constructed and placed into service for Tartesso West future phases, as those future phases are developed, subject to the constraints and risk factors described herein.

Assured Water Supply

In 2004-2005, 31 Certificates of Assured Water were issued in reliance on the 2003 Analysis, specific to the 3,371 homes located in Phase I. All 3,371 homes have been completed and sold, and are being served water by the City. As such, no further assured water supply approvals are required for the 3,371 homes in Phase I.

Sewer Service

Sewer service to the Development is provided by the City from the Tartesso West Water Reclamation Facility ("WRF") located at McDowell Road and 319th Avenue. The WRF has a capacity of 1.2 million gallons per day ("GPD") capable of serving up to 4,500 residential lots. The WRF currently receives effluent from homeowners occupying a portion of the approximately 3,371 residential lots described herein. In addition to serving all residential units in Phase I, the WRF has capacity for an additional estimated 1,129 lots in future phases of the Development. The WRF has all operating and environmental permits in place and has commenced operations. It is a regional facility designed to be expanded to serve all of the sewer treatment needs of Tartesso West as development continues.

Streets

The Development receives primary vehicular access from Sun Valley Parkway which has a full interchange at Interstate 10. Sun Valley Parkway intersects with Tartesso Parkway which offers a landscaped entry/loop road throughout Phase I of the Development.

The Original Developer provided all required Phase I arterial and collector roads as outlined in the Development Agreement.

Police and Fire

A joint police and fire facility is located at 30050 West Tartesso Parkway. The approximately $5.7 million facility was constructed by the City with funding provided by both the City and the Owner.

Other

Electrical service for the District is provided by Arizona Public Service Company. All telecommunications, cable and data service are provided by Cox Communications. Southwest Gas provides natural gas service to the area.

The District is located in Saddle Mountain Unified School District. A K-5 elementary school is located within Tartesso West and a second PK-5 elementary is under construction. Middle school students attend Ruth Fisher Middle School while high school students attend Tonopah Valley High School.

PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS

The information contained in this section relates to and has been obtained from the Owner, unless otherwise sourced or noted, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Proceeds of the Bonds will be used, and approximately $23,300,000 of the proceeds of prior general obligation bond issuances have been used, to acquire certain Phase I public infrastructure completed in or prior to 2024 that has been or will be dedicated to the City. The Phase I public infrastructure to be acquired with proceeds of the Bonds consists of approximately 196,256 square yards of onsite paving and related curb and gutter and approximately 102,860 square yards of offsite paving and related curb and gutter, including engineering, survey, permits and fees, and other related costs for Unit 2A Paving, Concrete and Concrete Structures. It also includes approximately 55,443 linear feet of onsite sewer lines, approximately 55,740 linear feet of onsite water lines, and approximately 1,356 linear feet of offsite water and raw lines, including engineering, survey, permits and fees, testing and other related costs for Unit 2A Onsite Sewer, Onsite Water and Storm Drain, as well as approximately 102,035 square yards of onsite paving and related curb and gutter, approximately 81,055 square yards of offsite paving and related curb and gutter, including engineering, survey, permits and fees, and other related costs for Unit 2B.

The Phase I public infrastructure to be acquired from the proceeds of the Bonds issued by the District consists of the projects listed in Table 12.

TABLE 12

	Acquisition Project Description	Total Estimated Cost	Certified Engineer's Cost	To Be Paid By the Bonds*	Paid by Prior Bonds	Eligible for Funding from Future Bonds*	Acceptance Date *(a)*
1.	Unit 2A Paving, Concrete, and Concrete Structures	$15,045,756	$15,045,756	$2,197,638	$10,494,002	$2,354,116	08/07/2012
2.	Unit 2A Onsite Sewer, Onsite Water and Storm Drain	6,773,794	6,773,794	3,190,055	953,018	2,630,721	08/07/2012
3.	Unit 2B Paving, Concrete and Concrete Structures	14,890,946	14,890,946	1,987,150	-	12,903,796	08/07/2012
	Total	$36,710,496	$36,710,496	$7,374,843	$11,447,020	$17,888,633	

* *Subject to change.*

(a) Represents the date by which the City accepted the public infrastructure, which may differ from the date the Original Developer constructed the public infrastructure.

OWNER

The information contained in this section relates to and has been obtained from the Owner, and neither the District nor the Underwriter assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

On September 1, 2016, the Owner acquired approximately 3,953 acres of undeveloped property in Tartesso West, of which 3,752 acres is in the District, from the Original Owners or their successors-in-interest. In addition, the initial acquisition by the Owner in September 2016 also included approximately 6,776 acres in Tartesso East, which consists of undeveloped acreage located east of Sun Valley Parkway. Subsequent to its 2016 acquisitions of Tartesso West and Tartesso East, the Owner has acquired several smaller parcels both west and east of Sun Valley Parkway that are not within the Tartesso West Community Facilities District boundaries.

As the Owner is a private real estate investment firm, it is not subject to public financial reporting requirements. Accordingly, the District, the Financial Advisor, Gust Rosenfeld P.L.C. ("Bond Counsel"), the Underwriter and counsel to the Underwriter have not examined the Owner's financial information related to its operations and/or the Development and therefore do not provide any opinions or assume any responsibility for same.

RISK FACTORS

THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS IN INVESTING IN THE BONDS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION. INVESTMENT IN THE BONDS SHOULD BE MADE ONLY AFTER CAREFUL EXAMINATION OF THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO.

General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences

Investments in developing real estate such as undeveloped areas in the District are generally considered to be speculative in nature and to involve a high degree of risk. Owners of land in the District will be subject to the risks generally incidental to real estate investments and development including those described herein.

Construction of houses on the lots within the District may be affected by changes in the income tax treatment of real property ownership; changes in national, regional and local market and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds and homeowners insurance to buyers of the homes to be built in the District, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; pandemics or epidemics; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; climate change; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the owners of such land. Land development within the District also could be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development.

The residential development business, particularly with respect to communities such as that within the boundaries of the District, is highly competitive in the Phoenix metropolitan area. The business of merchant builders building in the District will face competition from a number of competitors in the City and other developments throughout the Phoenix metropolitan area, many of which offer or intend to offer lots and parcels in similar communities to a similar target market.

Decreased absorption rates associated with future economic slowdowns could adversely affect land values and reduce the ability or desire of the property owners to pay ad valorem property taxes and assessments. In that event, there could be a default in the payment of principal of and interest on the Bonds.

Vacant lots also provide less security to the holders of the Bonds should it be necessary for the District to foreclose due to nonpayment of ad valorem taxes. An inability to develop the remaining land within the District would likely reduce the diversity of ownership of land within the District, making the holders of the Bonds more dependent upon timely payment of the ad valorem taxes levied on the vacant lots.

Development requires obtaining a variety of governmental approvals and permits. Such approvals and permits are necessary to initiate construction and to allow the sale and occupancy of homes and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results.

Failure or Inability to Complete Proposed Development

The development of land in the District will be staged so that only a particular phase is planned to be developed at one time. Funding for development of property in the District will be provided by third-party lenders, the Owner and other sources. The availability of funding for the completion of Tartesso West will depend upon the demand for residential lots or units within such communities and local, regional and national market and economic conditions. No assurance is given that funding will be obtained for development of property in the District, or, if obtained, will be in an amount sufficient to complete development of Tartesso West. If satisfactory funding is unavailable, the Owner may be required to delay or suspend completion of the development of the balance of Tartesso West.

Public and private on-site and off-site improvements may increase the public and private debt for which the land within the District is security. The burden of additional debt would be placed on the land within the District to complete the necessary improvements. See "Direct and Overlapping Indebtedness" herein.

Completion of the Public Infrastructure and the Other Infrastructure

The assessed valuation of the taxable property in the District may increase if and as the development of Tartesso West continues. However, less than expected increases or decreases in the future assessed valuation of the taxable property in the District may reduce the willingness of landowners to pay the ad valorem property taxes securing the Bonds or adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes. See also "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District."

The construction of infrastructure for development of the land in the District is not yet complete. See "LAND DEVELOPMENT" and "THE PUBLIC INFRASTRUCTURE." The cost and time for completion of all of such improvements is uncertain and may be affected by changes like those described hereinabove. If cost overruns result in delay of construction, or if other delays are experienced, sale of lots and construction of homes may be delayed. Failure or inability to complete proposed development including development of necessary utilities could affect adversely development of the land in the District.

Sale of Portions of the Land in the District

It is possible that the Owner or other land owners within the District may sell portions of their land to other owners. Such new owners may not develop their land on the same schedule as the Owner or the other land owners, thus slowing the pace of growth and delaying increases in assessed valuation.

Lack of Availability of Utilities and Water for Future Phases of Development

Water and sewer service to the District will be provided by the City as described under the heading "THE PUBLIC INFRASTRUCTURE." Failure or inability to complete proposed development including development of necessary utilities could affect adversely development of the land in the District. See "Failure or Inability to Complete Proposed Development" herein. Certain utilities are to be developed by the City pursuant to certain development agreements including as described above. There can be no assurances that such utilities will be financed and developed.

A proven 100-year supply of water to the 3,371 completed homes in Phase I is provided by the City; therefore, no additional assured water supply approvals are required for such homes, which comprise approximately 95% of the current total Net Limited Assessed Property Value within the District. However, the second and future phases of the Development will require an assured water supply to be realized through either: (a) obtaining approval from the Arizona Department of Water Resources ("ADWR") to convert the demand in the existing 2003 Analysis for Tartesso into Certificates of Assured Water Supply in advance for the lots to be developed, or (b) the City, in the future, successfully obtaining a Designation of Assured Water Supply ("Designation") for its service area pursuant to applicable Arizona law. While the City has begun to pursue such Designation, there are no assurances that the Designation is achievable in the near future, if ever. In June 2023, ADWR released an updated Phoenix Active Management Ares ("AMA") groundwater model that included the Hassayampa sub-basin, upon which the Development is located, stating that there was not a 100-year supply of groundwater sufficient for the development of new subdivisions located outside of cities with a Designation. The purported lack of a 100-year water supply announced by ADWR resulted in a moratorium on the issuance of new Certificates of Assured Water Supply reliant on the use of groundwater drawn from the Phoenix AMA. While the Owner continues to work with ADWR to reach a solution, the situation has resulted in a pause and delay in the ongoing design and planning for future development, and there is no known timeline for satisfactory resolution at this time. The potential cost of alterative water supply could render future development economically infeasible. Based on the current status, there can be no assurance the Developer will be able to obtain the Certificates of Assured Water Supply needed to authorize future subdivision plats, nor any assurance that the City will obtain the Designation for its service areas, which would be required to support future development beyond the 3,371 currently completed homes in Phase I.

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See "SECURITY FOR AND SOURCES OF PAYMENT - *Ad Valorem* Property Taxation in the District." Such valuation, and particularly decreases therein, may reduce the willingness of landowners to pay the ad valorem taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness

The ability of an owner of land within the District to pay its *ad valorem* taxes could be affected by the existence of other taxes and assessments imposed upon the property, including special assessment bonds. The District and other political subdivisions whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional *ad valorem* taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS.") The lien created on the property within the District through the levy of *ad valorem* taxes would be on a parity with that for the *ad valorem* taxes securing the Bonds. The imposition of additional parity liens, junior liens, in the case of special assessments, or even private financing, may reduce the ability or willingness of the owners of land within the District to pay the ad valorem property taxes securing the Bonds. In that event, there could be a default in the payment of the Bonds.

From time to time there are legislative proposals in the Arizona Legislature that, if enacted, could alter the basis on which *ad valorem* taxes (including those that secure the Bonds) are assessed, levied and collected and which could affect, among other things, the distribution of the amount of taxes various classifications of property may be obligated to pay. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would affect the Bonds or other obligations issued prior to enactment.

Bankruptcy and Foreclosure Delays

The payment of the ad valorem taxes securing the Bonds and the ability of the District to foreclose the lien of delinquent, unpaid, ad valorem taxes may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not extinguish the ad valorem taxes securing the Bonds, the bankruptcy of a property owner could result in a delay in the foreclosure proceedings. Such delay would increase the likelihood of a delay or default in payment of the Bonds when due. See "SECURITY FOR AND SOURCES OF PAYMENT – *Ad Valorem* Property Taxation in the District."

It should be noted that in the event of a bankruptcy of a taxpayer pursuant to the Bankruptcy Code, the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pendency of the bankruptcy proceedings. Such taxes might constitute an unsecured and possible non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on a pro rata basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact the bankruptcy of a property owner might have on the ability of the District to collect ad valorem taxes levied on that property before or during the bankruptcy proceedings. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover any claim against the debtor or its estate that arose before the commencement of the bankruptcy is automatically stayed pursuant to the Bankruptcy Code. While the stay may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor in bankruptcy would be subject to the stay of bankruptcy court. Furthermore, "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections become uncertain.

In the event the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor, the Owner or their respective counsel, agents or consultants have undertaken any independent investigation of the operations and financial condition of any of the property owners in the District, nor have they assumed responsibility for the same.

In addition, the various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Amendment of Documents Referenced

The reports, inspections and other documents described in this Official Statement may be modified, updated or amended (as new reports and/or inspections may be obtained), and such modifications may materially and adversely affect the development of the property (e.g., updating of environmental reports).

The development of the property within the District is only approximately 32 percent complete. Circumstances could change as the development process continues and other issues are raised or new developers or owners become involved. Accordingly, the Owner anticipates that there may be significant changes to the agreements and contracts summarized in this Official Statement to address any such issues. Because the existing contracts and agreements are subject to change, the summaries of any contracts or agreements contained hereinabove may not accurately reflect the future conditions relating to the development of the District; however, the Owner does not presently anticipate that any modifications of the current contracts or agreements would materially affect the repayment of the Bonds.

Environmental Matters

Property in the District will be subject to risks arising out of environmental, archaeological and biological considerations generally associated with the ownership of real estate and the construction of improvements located thereon. Such risks include, in general, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values in Tartesso West resulting from any contamination on the site or from the proximity of the site to other contaminated areas; discovery of archaeological artifacts located on the site or in the vicinity of the site; discovery of endangered species of animals, plants or other habitat for endangered species and a determination of the waterways of the United States against dredging or fill. Liability may arise under a variety of federal, state or local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Endangered Species Act and the National Historical Preservation Act. In addition, development may require approvals and actions under the Clean Water Act and the National Environmental Protection Act may limit, delay or change materially the number and type of development on the site.

Forward Looking Statements

Included in this Official Statement are various forecasts and projections. The forecasts and projections are forward looking statements based on assumptions concerning future events and should be viewed with an abundance of caution. Circumstances that may not yet be ascertainable, which the party making the forecasts or projections believes to be significant and which such party cannot control may also exist. There are usually differences between projections and results, because events frequently do not occur as expected, and those differences may be material. There can be no assurances that the various forecasts and projections set forth in this Official Statement can be achieved.

No Review of Filings

As described in footnote (a) to TABLE 4A and TABLE 4B and under the heading "OWNER", none of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, or examined similar information for entities or their parent companies that are not subject to same or similar informational requirements.

LITIGATION

No litigation or administrative action or proceeding is pending to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of taxes to pay the debt service on the Bonds, to contest or question the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Representatives of the District will deliver a certificate to the same effect at the time of the initial delivery of the Bonds.

LEGAL MATTERS

The Bonds are sold with the understanding that the District will furnish the Underwriter with the approving opinion of Bond Counsel addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest income thereon (see "TAX EXEMPTION"). The signed legal opinion of Bond Counsel is dated and premised on the law in effect only as of the date of original delivery of the Bonds and will be delivered to the District at the time of original issuance. The fees of Bond Counsel and counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed text of the legal opinion is set forth as APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL." The legal opinion to be delivered may vary from the text of APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should

not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "CONTINUING DISCLOSURE" (except as it relates to the District's compliance with prior continuing disclosure undertakings as to which Bond Counsel expresses no opinion) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDICES B – "FORM OF LEGAL OPINION OF BOND COUNSEL" and C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter and for the Owner by Ballard Spahr LLP, Phoenix, Arizona.

From time to time, there are legislative proposals which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of community facilities districts which could have a material impact on the District and could adversely affect the secondary market value and marketability (liquidity) of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL STATEMENTS

The financial statements of the District as of June 30, 2023, and for its fiscal year then ended, which are included as Appendix E to this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. as stated in its opinion which appears in Appendix E – "AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023." The District neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements. In addition, as a "blended component unit" of the City, certain information regarding the District is contained in the City's comprehensive annual financial reports. The City's comprehensive annual financial report for the fiscal year ended June 30, 2023, is publically available and is available upon request from the District Treasurer.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinion of Bond Counsel will be dated as of the date of initial delivery of the Bonds. The form of such opinion is included as APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" attached hereto.

The Internal Revenue Code of 1986, as amended (the "Code") imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of its investment earnings with respect to the Bonds. The District has covenanted to comply with the provisions of the Code relating to such matters and the opinion of Bond Counsel assumes continuing compliance with such covenants. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as

gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Bonds do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in APPENDIX D – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value and marketability (liquidity) of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver an opinion substantially different from the opinion shown in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL." The extent of change in Bond Counsel's opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on July 15, 20__ through and including July 15, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold, the "OID Issue Price") of the Discount Bonds and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 15 and July 15 (with straight-line interpolation between compounding dates). The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of

a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 15, 20___, through and including July 15, 20__ (collectively, the "Premium Bonds"), are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Board has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Code, which relates to the ability of certain financial institutions to deduct interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. Representatives of the Board will represent and warrant that they do not anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2024 will exceed $10,000,000.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P") is expected to assign the rating of "AA" to the Bonds with the understanding that the Policy will be delivered by the hereinafter defined Bond Insurer simultaneously with the issuance of the Bonds. Such rating reflects only the view of S&P. An explanation of the significance of a rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, CA 94111. Such rating may be revised or withdrawn entirely at any time by S&P if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds. The District will covenant in its continuing disclosure undertaking with respect to the Bonds that it will file notice of any formal change in any ratings relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" hereto.

BOND INSURANCE

[Bond Insurer Disclosure]

RISK FACTORS RELATED TO BOND INSURANCE

The following are risk factors relating to bond insurance generally. In the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely from *ad valorem* property taxes as described under "SECURITY FOR AND SOURCES OF PAYMENT." In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer's financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District, the Underwriter, the Financial Advisor, the Owner or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

UNDERWRITING

The Bonds will be purchased by the Underwriter at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Bond Purchase Contract") entered into by and between the District and the Underwriter. If the Bonds are sold to produce the yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bond Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering yields set forth on the inside front cover page may be changed, from time to time, by the Underwriter.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the MSRB through the Electronic Municipal Market Access System of the MSRB, as described in APPENDIX C – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX C - "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the SEC's Rule 15c2-12(b)(5) (the "Rule"). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds, specifically their market price and transferability.

The District has implemented written procedures to facilitate compliance with the prior undertakings and the continuing disclosure undertaking related to the Bonds and future similar undertakings.

FINANCIAL ADVISOR

Hilltop Securities Inc. (the "Financial Advisor") has been engaged by the District for the purpose of advising the District as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the District's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the District. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy and completeness of the information contained herein.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented, and is currently representing, the Underwriter with respect to other financings and has acted or is acting as bond counsel with respect to other bonds underwritten by the Underwriter and may do so in the future. Bond Counsel also serves and has served as bond counsel for one or more of the political subdivisions that the District territorially overlaps. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

The Underwriter and the Financial Advisor have underwritten or acted as financial advisor with respect to bonds issued by the City and other overlapping political subdivisions.

This Official Statement has been approved, executed and delivered by the District.

TARTESSO WEST COMMUNITY FACILITIES DISTRICT

By: _____
Chairman, Board of Directors

APPENDIX A

INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA

The following information concerning the City is for background information only as the District lies within the geographical limits of the City. THE BONDS ARE NOT AN OBLIGATION OF THE CITY IN ANY RESPECT. THE BONDS ARE DIRECT GENERAL OBLIGATIONS OF THE DISTRICT, PAYABLE FROM AD VALOREM TAXES LEVIED AGAINST ALL TAXABLE PROPERTY IN THE DISTRICT, AS DESCRIBED UNDER THE HEADING "SECURITY FOR AND SOURCES OF PAYMENT."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"), approximately four miles south of Interstate 10 on State Route 85. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass approximately 650 square miles and the City sits at an elevation of 888 feet above sea level. Not all property within the perimeter boundaries of the City is annexed into the City, however, over 392 square miles are annexed into the City.

The following table illustrates respective population statistics for the City, the County, and the State.

POPULATION STATISTICS

Calendar Years	City of Buckeye	Maricopa County	State of Arizona
2023 Estimate *(a)*	109,729	4,665,020	7,525,113
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339
1980 Census	3,434	1,509,175	2,716,546

(a) Estimate as of December 2023.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Government

The City operates under a Council-Manager form of government. The "Council" is comprised of the Mayor and six Councilmembers. The Mayor is elected at large every four years. Councilmembers each represent a district and are elected to staggered four-year terms. The Council appoints a Manager who has full responsibility for carrying out Council policies and administering operations.

The City provides a portion of its residents with water and sewer services; electricity is provided by Arizona Public Service Company, natural gas is provided by Southwest Gas Company and telephone service is provided by CenturyLink Communications Inc. In some areas of the City, water and/or sewer services are provided by private utility companies.

Economy

The Roosevelt Irrigation District and Buckeye Water Conservation and Drainage District canals provide a renewable supply of water for the City's farming needs. Employment for the City's residents is provided by agricultural activity services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located approximately 20 miles west of the City and is outside the boundaries of the City. The close proximity of the City to the greater Phoenix metropolitan area also provides employment. Part of the City's agricultural production includes Pima cotton which is processed in local cotton gins and exported worldwide. See below for certain historic employment information and a list of major employers located in and within close proximity of the City.

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail	1,470
State of Arizona	Government	1,020
City of Buckeye	Government	670
Buckeye Elementary School District No. 33	Education	500
Fry's Food Stores	Education	480
Clayton Homes Inc.	Homebuilder	440
Litchfield Elementary School District No. 79	Education	400
Funko LLC	Distribution	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District No. 25	Education	180

Source: Maricopa Association of Governments, Employer Database.

The table below illustrates the unemployment rate averages for the City.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	City of Buckeye *(a)*
2024 *(b)*	4.6%
2023	4.6
2022	4.5
2021	6.1
2020	8.1
2019	5.0

(a) Each year, historical estimates from the Local Area Unemployment Statistics (LAUS) program are revised to reflect new population controls from the Census Bureau, updated input data, and re-estimation. The data for model-based areas also incorporate new seasonal adjustment, and the unadjusted estimates are controlled to new census division and U.S. totals. Substate area data subsequently are revised to incorporate updated inputs, re-estimation, and controlling to new statewide totals.

(b) Data is not seasonally adjusted, is preliminary and is an average of January 2024 through February 2024. Data accessed April 5, 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

The County's economy is based on high technology manufacturing, light manufacturing and commercial activities (including construction and trade), tourism, government and agriculture. The table below illustrates the employment structure of the County.

NON-AGRICULTURAL EMPLOYMENT STRUCTURE
Maricopa County, Arizona

	2024 Percent of Total *(a)*
Mining and construction	7.2%
Manufacturing	6.0
Trade, transportation and utilities	19.5
Information	1.7
Financial activities	8.8
Professional and Business Services	16.3
Educational and Health Services	16.9
Leisure and Hospitality	10.2
Services and miscellaneous	3.2
Government	10.2
Total	100.0%

(a) Data through February 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

LABOR FORCE AND NONFARM EMPLOYMENT
Maricopa County, Arizona

	2024 *(a)*	2023	2022	2021	2020	2019
Mining and construction	168,550	157,900	150,500	139,100	135,100	134,300
Manufacturing	141,000	128,200	134,200	133,700	129,900	129,700
Trade, transportation, and utilities	460,050	446,200	444,600	427,100	401,900	399,000
Information	40,100	41,100	42,600	39,700	37,400	40,000
Financial activities	208,200	217,200	214,800	214,300	206,600	200,500
Professional and business services	384,850	390,800	385,500	367,400	352,200	362,400
Educational and health services	399,050	371,400	353,500	339,100	329,300	332,300
Leisure and hospitality	239,650	236,000	227,300	206,200	187,200	227,100
Other services	75,100	68,100	70,400	66,800	60,100	68,400
Government	239,750	224,600	215,800	216,500	218,400	222,100
	2,356,300	2,281,500	2,239,200	2,149,900	2,058,100	2,115,800

(a) Data through February 2024.

Source: Arizona Office of Economic Opportunity, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Commerce

The following table illustrates taxable sales collections for the City.

MUNICIPAL PRIVILEGE TAX COLLECTIONS
City of Buckeye, Arizona
($000s omitted)

Fiscal Year	Amount
2022/23	$73,679
2021/22	62,067
2020/21	52,929
2019/20	40,276
2018/19	33,415

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.

Bank Deposits

The following table illustrates bank deposits for the County.

BANK DEPOSITS
Maricopa County, Arizona
(in millions)

Fiscal Year	Amount
2023	$163,826
2022	178,327
2021	158,003
2020	132,017
2019	107,879

Source: Federal Deposit Insurance Corporation.

APPENDIX B

FORM OF LEGAL OPINION OF BOND COUNSEL

[Closing Date]

District Board
Tartesso West Community Facilities District
(City of Buckeye, Arizona)

Re: Tartesso West Community Facilities District
(City of Buckeye, Arizona)
General Obligation Bonds, Series 2024

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $6,030,000* aggregate principal amount of Tartesso West Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "*Bonds*"), dated [Closing Date], issued by the Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. __-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024 (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, at the same time and in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient, together with any money from other sources lawfully available to pay the principal of and interest on the Bonds when due.

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* *Subject to change.*

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

$6,030,000*
TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

(CUSIP BASE NUMBER 876498)

This Undertaking is executed and delivered by Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

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* *Subject to change.*

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in TABLES 2, 3, 4A, 4B, 6 and 7 of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or

determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH***

TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs

and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

TARTESSO WEST COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Bond Registrar and Paying Agent for DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the

Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof. The Beneficial Owners should confirm this information with DTC or the DTC participants.

APPENDIX E

AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

RESOLUTION NO. 05-24 (Tartesso West)

A RESOLUTION OF THE BOARD OF DIRECTORS OF TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ITS GENERAL OBLIGATION BONDS, SERIES 2024; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A FINANCIAL ADVISOR AND A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS RELATING TO AND SECURING THE PAYMENT OF THE BONDS, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AWARDING THE BONDS TO THE PURCHASER THEREOF; DELEGATING THE AUTHORITY TO APPROVE THE METHOD OF SALE AND TO APPROVE AND DEEM FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT, IF APPLICABLE; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

BE IT RESOLVED by the Board of Directors (the "*Board*") of Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "*District*") as follows:

Section 1. **Findings**.

A. Authorizing Election. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("*A.R.S.*"), as amended (the "*Enabling Act*"), and a resolution adopted by the Board, an election was ordered and called on December 14, 2004, to submit to the qualified electors of the District or to those persons who were otherwise qualified to vote (the "*Election*") the question of authorizing the Board to issue general obligation bonds of the District to provide moneys for certain public infrastructure purposes consistent with the General Plan of the District. The Board canvassed the Election and resolved that such bonds were authorized to be issued.

B. Feasibility Report. Pursuant to the Enabling Act, the Board has caused a study of the feasibility and benefits of the projects relating to certain public infrastructure (as defined in the Enabling Act) provided for in the General Plan of the District and to be financed with proceeds of the sale of a portion of such bonds, such study having been prepared by or on behalf of the District and including (i) a description of certain public infrastructure to be acquired and all other information useful to understand the projects, (ii) a map showing, in general, the location of the projects, (iii) the costs of constructing the projects, (iv) an estimate of the cost to acquire, operate and maintain the projects, (v) a map or description of the area to be benefited by the projects, and (vi) a plan for financing the projects (the "*Feasibility Report*"). A public hearing on the Feasibility Report was held May 7, 2024, after publication of notice of the hearing as provided by law. Pursuant to the Enabling Act and a resolution adopted on May 7, 2024, the Feasibility Report was approved in all respects.

C. Bond Authorization. The Board has determined, exercising its sole and unfettered discretion, to authorize the issuance of the general obligation bonds described herein (the "*Bonds*") to provide funds for all or a portion of the public infrastructure and public infrastructure purposes provided for in the Enabling Act and the Feasibility Report, to the extent authorized in the Election.

D. Tax Levy. Upon issuance of the Bonds, the Board (i) shall enter in its minutes a record of the Bonds sold and their numbers and dates and (ii) shall annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient, together with moneys from the sources described herein, to pay Debt Service (as such term is defined in the Enabling Act) when due.

E. Method of Sale. The firm of Hilltop Securities Inc. will serve as the District's financial advisor (the "*Financial Advisor*") with respect to the Bonds, and by this resolution the Board shall delegate authority to the District Treasurer to determine, with the advice of the Financial Advisor, the method of sale of the Bonds.

F. Registrar. Pursuant to the Enabling Act, if the Bonds are sold to the Underwriter (as defined herein) in a negotiated sale, the District has determined to enter into a Bond Registrar, Transfer Agent and Paying Agent Contract, to be dated as of the first day of the month of the dated date of the Bonds (the "*Registrar Contract*"), or such other date as set forth in the Purchase Contract (as defined herein), by and between the District and U.S. Bank Trust Company, National Association, acting as bond registrar, transfer agent and paying agent (the "*Registrar*" and the "*Paying Agent*," as the case may be), to process the issuance, registration, transfer and payment of the Bonds. The Board has determined by this resolution to authorize the issuance and sale of the Bonds and, in order to provide terms for the Bonds and to provide for authentication and delivery of the Bonds, to authorize the execution and delivery of the Registrar Contract. If the Bonds are placed by the Placement Agent (as defined herein), the Registrar Contract may not be required as set forth in the Direct Purchase Agreement (as defined herein).

G. Purchase Contract; Direct Purchase Agreement. The Board intends to issue the Bonds through any or all of the following methods as determined by the District Treasurer, with the advice of the Financial Advisor: (i) selling the Bonds to Stifel, Nicolaus & Company, Incorporated (acting in this capacity, referred to herein as the "*Underwriter*"), through negotiation with the Underwriter and pursuant to a bond purchase agreement, to be dated of even date with the sale of the Bonds to the Underwriter (the "*Purchase Contract*"), in substantially the form now on file with the District Clerk, to be executed and delivered by and between the District and the Underwriter, on such terms as may hereafter be approved by the District Manager or District Treasurer, or (ii) placing the Bonds with one or more financial institutions (collectively, the "*Purchaser*") with the aid of Stifel, Nicolaus & Company, Incorporated (acting in this capacity, referred to herein as the "*Placement Agent*"), pursuant to the terms of a placement agent agreement by and between the District and the Placement Agent (the "*Placement Agent Agreement*"), in the customary form as approved by the District Manager or District Treasurer, the terms of such placement may hereafter be approved by the District Manager or District Treasurer and may be evidenced by a written certificate, receipt, continuing covenant agreement or other similar

purchase commitment for similar placement transactions (collectively, the "*Direct Purchase Agreement*").

H. Qualified Investor. If the Bonds are placed pursuant to a Direct Purchase Agreement with the Purchaser, the Purchaser may be required to execute a Certificate of Qualified Investor in form and substance satisfactory to the District Manager, District Treasurer and Bond Counsel (as defined herein).

I. Bond Documents. There have been placed on file with the District Clerk (i) the proposed form of the Purchase Contract relating to the Bonds (if the Bonds are sold to the Underwriter), (ii) the proposed form of the Registrar Contract (if the Bonds are sold to the Underwriter), (iii) the proposed form of a continuing disclosure undertaking, to be dated the date of delivery thereof and applicable if the Bonds are sold to the Underwriter, and (iv) the proposed form of the Preliminary Official Statement relating to the Bonds if the Bonds are sold to the Underwriter, to be dated the date determined by the District Manager (the "*Preliminary Official Statement*") and which, with such completions and changes as may be necessary will constitute the form of the Final Official Statement (the "*Final Official Statement*"). The documents described in clauses (i) through (iv) of this paragraph, inclusive, are collectively referred to herein as the "Bond Documents." If the Bonds are placed with a Purchaser, "Bond Documents" shall include the Placement Agent Agreement and the Direct Purchase Agreement and shall not include the Purchase Contract, Registrar Contract, continuing disclosure undertaking and Preliminary Official Statement.

J. Authorization to Execute, Issue and Sell. Within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter or Purchaser in accordance with the Purchase Contract or the Direct Purchase Agreement, as applicable, and at such prices, interest rates, maturities and redemption features as may be hereafter determined.

K. Limitations on Indebtedness. The Board hereby finds and determines that (i) the amount of indebtedness evidenced by the Bonds does not exceed the estimated cost of the public infrastructure improvements plus all costs connected with the public infrastructure and public infrastructure purposes and issuance and sale of the Bonds to be financed therewith as indicated in the Feasibility Report and (ii) the total aggregate outstanding amount of the Bonds and bonds previously issued does not exceed 60% of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is acquired by the District with proceeds of the Bonds, all as provided in the Enabling Act.

Section 2. Authorization; Method of Sale.

A. Authorization. The Board hereby authorizes the Bonds to be executed, issued and sold in the aggregate principal amount of not to exceed $7,375,000, in one or more series on one or more issuance dates. The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution and the Enabling Act and delivered against payment therefor by the Underwriter or the Purchaser, as applicable. The Bonds so authorized shall be designated "Tartesso West Community Facilities District (City of Buckeye, Arizona) General Obligation

Bonds, Series 2024" or such other name as designated in the Purchase Contract or the Direct Purchase Agreement, as applicable. The series designation of the Bonds may change if the Bonds are sold in a later calendar year, and such series designation shall be reflected in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Method of Sale. The District Treasurer is hereby authorized and directed to determine, upon consultation with the Financial Advisor, the method of sale of the Bonds. If the District Treasurer determines to sell the Bonds to the Underwriter via a negotiated sale, the District Treasurer shall, with the assistance of the Financial Advisor, negotiate the prices, interest rates, maturities, and redemption features in conformance with the parameters of this resolution and the District shall execute and deliver the Purchase Contract. If the District Treasurer determines to place the Bonds directly to one or more financial institutions, the District Treasurer is hereby authorized to prepare a request for proposals or similar document with the assistance of the Placement Agent and to receive bids from potential purchasers. In such method of sale, the District Treasurer, with the assistance of the Financial Advisor and the Placement Agent, is hereby authorized and directed to review the bids received and award the Bonds to the most qualified bidder, and such award shall be evidenced by the Direct Purchase Agreement. The District Treasurer may engage in negotiations with one or more bidders as the District Treasurer deems appropriate. The District Treasurer may also reject all bids received. Any bid submitted shall be deemed agreement by the bidder with the terms of this resolution and the bidder's unconditional offer to be bound by the terms of this resolution.

Section 3. Terms.

A. Bonds.

(i) The Bonds will be dated the date set forth in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds will mature on July 15 in some or all of the years 2025 to 2047, inclusive, and will bear interest from their dated date to the maturity or prior redemption date of each of the Bonds at the rate or rates set forth in the Purchase Contract or Direct Purchase Agreement, as applicable, provided that the interest rate on the Bonds shall not exceed the rate authorized in the ballot measure approved at the Election.

(ii) The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds, including series designation, purchase price and provision for original issue discount and original issue premium, shall be as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable, and approved as set forth in this resolution and such approval shall be evidenced by the execution and delivery of the applicable Purchase Contract or the Direct Purchase Agreement.

(iii) The Bonds are expected to be initially issued in fully-registered form, and, if purchased by the Underwriter, in book-entry form, in denominations of $5,000 of principal amount each or integral multiples thereof, equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is used and then discontinued, the Bonds will be in denominations of $5,000 of principal each or integral multiples in excess thereof (or in such

other denominations as set forth in the Purchase Contract). If placed with the Purchaser, the Bonds will be in denominations of $100,000 of principal each or integral multiples of $1,000 in excess thereof (or in such other denominations as set forth in the Direct Purchase Agreement). Interest on the Bonds shall be payable semiannually on each January 15 and July 15 (each an "*Interest Payment Date*") during the term of the Bonds, commencing January 15, 2025 (or on such other date as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable).

(iv) Any default rate or taxable interest rate in the Direct Purchase Agreement shall not exceed six percent (6.00%), and the implementation of any default rate or taxable rate shall not exceed the rate authorized in the ballot approved at the Election.

B. Book-Entry-Only System. If the Bonds are sold to the Underwriter, the Bonds may be administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations (as defined herein), and so long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, New York, New York ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the District and DTC). The District has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds (if sold to the Underwriter in a negotiated sale) and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds (if sold to the Underwriter in a negotiated sale).

C. Registration.

(i) If the Bonds are sold to the Underwriter, the Bonds may be registered in the Book-Entry-Only System. If the Book-Entry-Only System is discontinued, the Registrar's registration books shall show the registered owners of the Bonds. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. If the Book-Entry-Only System is discontinued, the Bonds will be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds.

(ii) If the Bonds are placed with the Purchaser, the Bonds may be registered in the name of the Purchaser. In the event the Bonds are placed with the Purchaser, the Bonds may not be transferred unless (a) to a transferee that is a Qualified Investor (as defined herein) and provides the District with a completed Certificate of Qualified Investor and (b) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For purposes of the Bonds, if placed with the Purchaser, "Qualified Investor" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified

Investor. The District and the Purchaser may provide other terms and provisions for the signatures, authentication, registration, transfer and exchange of the Bonds in the Direct Purchase Agreement.

D. Payment.

(i) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent by check mailed to the registered owner thereof at such registered owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

(ii) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by a registered owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such registered owner.

(iii) Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds."

(iv) If the Bonds are placed with the Purchaser, the principal and premium, if any, on the Bonds shall be payable upon surrender thereof at the designated office of the District. If the Bonds are placed with the Purchaser, the interest on the Bonds will be payable on each Interest Payment Date by the District by wire transfer to an account within the United States of America designated by the Purchaser, or subsequent transferee, or by check mailed to the Purchaser, or subsequent transferee, at the address on file with the District.

(v) The District and the Underwriter or the Purchaser, as applicable, may provide for other terms for the payment of principal of, premium, if any, and interest on the Bonds and the redemption of the Bonds in the Purchase Contract or the Direct Purchase Agreement, as applicable.

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Section 4. Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered for cancellation (i) by the District to the Registrar (if the Bonds are sold to the Underwriter) or (ii) by the Purchaser, or subsequent transferee, to the District (if the Bonds are placed with the Purchaser), the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption.

(i) If the Bonds are sold to the Underwriter, and so long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC or any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(ii) If the Bonds are sold to the Underwriter, notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(iii) If the Bonds are placed with the Purchaser, notice of any redemption will be mailed by first class mail, postage prepaid, to the registered owner, at the address shown on file with the District, not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. The Purchaser and the District may agree to additional notice provisions in the Direct Purchase Agreement.

(iv) In either case of a sale of the Bonds to the Underwriter or the placement of the Bonds with the Purchaser, if moneys for the payment of the redemption price of the Bonds and accrued interest are not held in separate accounts by the District or the Paying Agent prior to sending notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force or effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent or

District, as applicable, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. Except as otherwise provided by the Book-Entry-Only System (if the Bonds are sold to the Underwriter), any Bond that is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent or at the designated office of the District, as applicable, and the District shall execute and the Paying Agent or the District, as applicable, shall authenticate and deliver to the registered owner of such Bond, without a service charge, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such registered owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond or Bonds so surrendered.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, (a) notice of such redemption has been given in accordance with provisions hereof, or (b) as applicable, the District has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 5. **Use of Proceeds**. The net proceeds from the sale of the Bonds shall be set aside and deposited by the District Treasurer in a separate account and used to provide funds for any and all of the public infrastructure and public infrastructure purposes provided for in the Enabling Act, the Feasibility Report and the Election.

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract or the Direct Purchase Agreement, as applicable, and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of

such approval. As applicable, the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. As applicable, each Bond shall show both the date of the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Board and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 7. Execution of Bonds and Bond Documents.

A. Bonds.

(i) The Bonds shall be executed for and on behalf of the District by the District Chair and attested by the District Clerk by their manual or facsimile signatures. If the signatures are affixed or imprinted by facsimile means, the District Chair and District Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid.

(ii) If the Bonds are purchased by the Underwriter, no Bond shall be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. If the Bonds are placed with the Purchaser, no Bond shall be valid or binding until authenticated by the manual signature of an authorized officer of the District. The signature of the authorized representative of the Registrar or the District, as the case may be, shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Bond Documents.

(i) The forms, terms and provisions of the Bond Documents in substantially the forms of the Bond Documents (including the exhibits thereto) currently on file with the District Clerk or otherwise described herein, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the District Chair, the District Manager, the District Treasurer and the District Clerk or any of such officers (collectively, the "*Authorized Officers*") are each hereby authorized and directed to execute the Bond Documents, as may be required.

(ii) The Authorized Officers are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Underwriter, and the terms of the Placement Agent Agreement and District Purchase Agreement if the Bonds are placed with a Purchaser, and to execute and deliver the Bond Documents in substantially the form on file with the District Clerk with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. Execution of the Bond Documents by such officers shall be conclusive evidence of such approval. The District Clerk is authorized and directed to attest such signatures. Where applicable,

any of the foregoing officers may affix their signatures by manual, mechanical, facsimile or electronic means.

(iii) In the event any member of the Board or officer of the District is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Board may act in the capacity of such member or officer for the purpose of discharging such obligation or duty.

Section 8. Mutilated, Lost or Destroyed Bonds. In case any Bond becomes mutilated or destroyed or lost, the Registrar or the District, as applicable, shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the District and the Registrar, as applicable, in connection therewith and, in the case of the Bond destroyed or lost, filing with the District and the Registrar, as applicable by the registered owner evidence satisfactory to the District and the Registrar, as applicable, that such Bond was destroyed or lost, and furnishing the District and the Registrar, as applicable, with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

Section 9. Acceptance of Offer; Sale of Bonds; Purchase Contract Approval.

A. Purchase Contract. As applicable, the Underwriter or the Purchaser shall purchase the Bonds pursuant to the form of Purchase Contract, submitted to and on file with the District Clerk, or Direct Purchase Agreement, as applicable, and such proposal, as supplemented by the final terms as contemplated by this resolution, is hereby authorized and approved. When the final terms of the Bonds are known, the Purchase Contract or Direct Purchase Agreement, as applicable, shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Purchase Contract or Direct Purchase Agreement to be completed and executed and to finalize the terms thereof, including, but not limited to, establishing the principal amount of Bonds sold, the maturity amounts, maturity dates, interest rates and optional and mandatory redemption provisions; provided, however, that the parameters of this resolution shall govern the Purchase Contract or Direct Purchase Agreement, as applicable, as finalized; and provided further, that none of the Authorized Officers are authorized to insert in the Purchase Contract or Direct Purchase Agreement, as applicable, any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Contract or Direct Purchase Agreement, as applicable, the Bonds are ordered sold to the Underwriter or Purchaser. The execution and delivery of the Purchase Contract or the Direct Purchase Agreement, as completed, shall be conclusive evidence of such approval of the final terms and provisions.

B. Bond Delivery. The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter or the Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Contract or Direct Purchase Agreement.

C. Discount; Premium. Any other provision of this resolution to the contrary notwithstanding, if the Bonds are sold for less than par, the aggregate amount of discount and interest shall comply with A.R.S. § 48-722, as amended, and any net premium on the Bonds shall be applied in accordance with A.R.S. § 48-722, as amended.

Section 10. Funds and Accounts. The District Treasurer shall create the following funds and accounts which shall be held separate and apart and used only as provided herein:

(i) Bond Fund, which shall include:

(a) Principal Account;
(b) Interest Account; and
(c) Redemption Account.

(ii) Acquisition Fund.

(iii) Costs of Issuance Fund.

The money deposited to the various funds and accounts created hereby, together with all investments thereof and investment income therefrom, shall be held in trust by the District and applied solely as herein provided.

Section 11. Deposits to and Application of Bond Fund. The District shall deposit or shall cause, at the applicable times set forth below, to be immediately deposited from the tax levy described in Section 16 hereof to the Bond Fund to the credit of the applicable accounts: (i) to the Principal and Interest Accounts, as applicable, on each December 14 and June 14 or, if either such date is not a Business Day (as defined herein), then the first Business Day immediately preceding such date, all amounts collected by or remitted to the District from the collections of taxes levied pursuant to this resolution; (ii) to the Redemption Account, amounts transferred from the Acquisition Fund to the extent hereinafter provided; (iii) to the Redemption Account, amounts transferred from the Principal and Interest Accounts or other funds deposited pursuant to any optional or mandatory redemption of the Bonds; and (iv) such other funds as the District shall, from time to time, at its option deem advisable. The Principal, Interest and Redemption Accounts of the Bond Fund shall be applied solely to pay principal of (including any mandatory redemption amount then due), interest on and the redemption price with respect to the Bonds, respectively.

Section 12. Deposits to and Application of Acquisition Fund. The District shall deposit Bond proceeds to the Acquisition Fund in the amount provided in the District's Tax Certificate to be executed and delivered as of the date of initial delivery of the Bonds (the "*Tax Certificate*"). Amounts on deposit in the Acquisition Fund shall be applied by the District in the amounts and to the persons approved by the District to pay all items of expense directly or indirectly relating to the cost of the project and as described in the Feasibility Report upon acceptance of the project by the District. Notwithstanding anything contained in this Section 12, any amounts remaining in the Acquisition Fund after three years from the issuance date of the Bonds shall be transferred to the Redemption Account of the Bond Fund and applied to the redemption of Bonds.

Section 13. Deposits to and Application of Costs of Issuance Fund. The money deposited to the Costs of Issuance Fund, together with all investments thereof and investment income therefrom, shall be held in trust by the District. The District shall deposit to the Costs of Issuance Fund (i) the amounts provided in the Tax Certificate and (ii) any funds directly deposited with the District to pay for costs of issuance of the Bonds. Upon a request for disbursement, amounts on deposit in the Costs of Issuance Fund shall be applied to pay all costs of the issuance and sale of the Bonds. After six months from the issuance date of the Bonds, the District shall transfer any moneys in the Costs of Issuance Fund to the Acquisition Fund.

Section 14. Registrar and Paying Agent.

A. Sale to Purchaser. If the Bonds are sold to the Purchaser, the District may function as the registrar and the paying agent for the Bonds.

B. Sale to Underwriter. If the Bonds are sold to the Underwriter, this Section 14(B) shall apply. If the Book-Entry-Only System is discontinued, pursuant to the Registrar Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration or transfer and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the registered owners.

C. Registrar and Paying Agent; Changes. Initially U.S. Bank Trust Company, National Association, will act as, and is hereby designated as, the Registrar and the Paying Agent with respect to the Bonds. The District may change the Registrar or the Paying Agent without notice to or consent of registered owners of the Bonds and the District may act in any such capacity.

D. Moneys Held in Trust. The Paying Agent, and any subsequent paying agent, shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

E. Authenticating Agent. The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

F. Registration and Transfer of Bonds. The Registrar shall keep a separate register for the Bonds. The register shall show the registered owners of the Bonds and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

G. Record Date. The "*Record Date*" for the Bonds shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day. Bonds presented to the Registrar for transfer after the close of business on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made payable to and mailed to the Owner shown on the books of the Registrar as of the close of business on the respective Record Date.

H. Transfer after Record Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed; if the transfer of any Bond that has been called or selected for call for redemption in whole or in part is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

I. Authentication of Bonds. The Registrar shall authenticate Bonds for original issue in the aggregate principal amount of not to exceed $7,375,000 upon the written request of the District. The aggregate principal amount of Bonds outstanding at any time may not exceed those amounts except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 15. Other Actions Necessary. The Authorized Officers shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this resolution and the Bond Documents, including without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Bonds.) The District Manager or District Treasurer may agree, on behalf of the District, to provide annual continuing disclosure regarding the District to the Underwriter or the Purchaser, as applicable, and such parties as the Underwriter or the Purchaser may request and to use the services of a dissemination agent to satisfy such request.

Section 16. Tax Levy.

A. Annual Levy. For each year while any Bond is outstanding, the Board shall annually levy and thereafter forward to Maricopa County for collection an ad valorem tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any moneys from any sources authorized pursuant to the Enabling Act, pursuant to this resolution and provided for under the Bond Documents, to pay Debt

Service when due, and to pay the District's operation and maintenance expenses. In no event shall that portion of the tax rate utilized to pay the operation and maintenance expenses of the District, in any year, exceed $0.30 per $100 of assessed valuation.

B. Deposit to Bond Fund. Moneys derived from the levy of the tax provided for in this Section when collected and allocated to the Bonds constitute funds to pay Debt Service on the Bonds and shall be deposited in the Bond Fund and shall be kept separately from other funds of the District as set forth in Section 11 above (after deduction of the property tax revenues levied and utilized for the payment of the District's operation and maintenance expenses).

C. Annual Statements. The Board shall make annual statements and estimates of the amount to be raised to pay Debt Service on the Bonds and to pay other such costs of the District as are permitted under "public infrastructure purposes" as provided in the Enabling Act. The Board shall file the annual statements and estimates with the District Clerk and shall publish a notice of the filing of the estimate. The Board, on or before the date set by law for certifying the annual budget of the District, shall fix, levy and assess the amounts to be raised by ad valorem taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona (the "*State*"). All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

Section 17. No Obligation of City or Other Entity. Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) is pledged to the payment of the Bonds. The Bonds will be obligations of the District only. None of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) will have any obligation with respect to Debt Service for the Bonds.

Section 18. Resolution a Contract. This resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner that would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution, the Bonds and the Bond Documents is hereby authorized and approved, and it is ordered and directed to execute, deliver and perform such agreements.

Section 19. Ratification of Actions; Consent.

A. Ratification. All actions of the officers and agents of the District that conform to the purposes and intent of this resolution and that further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

B. Consent. This Board hereby acknowledges Gust Rosenfeld P.L.C.'s representation of the Underwriter in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

Section 20. Distribution of Disclosure Documents. If applicable, the preparation and dissemination of the Preliminary Official Statement, in substantially the form currently on file with the District Clerk, is hereby authorized and approved. Its distribution by the Underwriter is hereby authorized and approved and will be used if the Bonds are sold in a negotiated sale. The Preliminary Official Statement shall be in a form that is approved and may be deemed "final" for all purposes of the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, by any of the Authorized Officers. Any of the Authorized Officers shall approve and cause the Final Official Statement, in substantially the form of the Preliminary Official Statement referred to above, to be prepared and distributed in connection with the sale of the Bonds. The Authorized Officers are each hereby authorized to execute and deliver the Final Official Statement on behalf of the District.

Section 21. Tax Covenants.

A. Covenant to Maintain Tax Exemption. In consideration of the purchase and acceptance of the Bonds by the registered owners thereof and, as authorized by A.R.S. Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the District covenants with the registered owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

B. Closing Documents. The Authorized Officers are each hereby authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The District Manager, the District Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("*Bond Counsel*"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "*Code*").

C. Rebate. The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The Authorized Officers are each hereby authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

D. Further Acts. The District agrees that it will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax

purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

E. Authorized Representatives. The Board hereby authorizes the District Treasurer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post issuance compliance policies and matters.

Section 22. Qualified Tax-Exempt Obligations. In the event the District Chair, any member of the Board, the District Manager or the District Treasurer determines that the District reasonably expects to issue less than $10,000,000 in principal amount of tax-exempt obligations in this current calendar year, the District may designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If so designated, the District Chair, any member of the Board, the District Manager or the District Treasurer shall certify in the closing certificates that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) that will be issued for or by the District in the current calendar year shall not exceed $10,000,000.

Section 23. Bond Insurance or Credit Enhancement. The Authorized Officers are each hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Authorized Officers to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof.

Section 24. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 25. Cancellation of Agreement. The District hereby gives notice to the Registrar, the Paying Agent and the Underwriter or Purchaser, as applicable, that A.R.S. § 38-511, provides that, within three years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is

in effect an employee or agent of the other party to the agreement in any capacity or a consultant to such other party with respect to the subject matter of the agreement.

Section 26. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance of any part thereof.

Section 27. **Limitation on Repeal of Resolution**. After any of the Bonds are authenticated and delivered by the Registrar to the Underwriter, or by the District to the Purchaser, as applicable, upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, canceled and discharged.

Section 28. **Effective Date**. This resolution shall be effective immediately.

[Signatures on following page]

PASSED AND ADOPTED by the District Chair and Board of Directors of the Tartesso West Community Facilities District (City of Buckeye, Arizona) on May 7, 2024.

TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
Chair, District Board

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Tartesso West Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 05-24 (Tartesso West), was duly passed by the Board of Directors of Tartesso West Community Facilities District (City of Buckeye, Arizona) at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

[Signature page to Resolution]

EXHIBIT A

(Form of Bond)

Number: R-_____ Denomination: _____

[***If the Bonds are sold in a public offering via negotiated sale*** **-** Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[***If the Bonds are privately placed*** **–** RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," WHICH MEANS A QUALIFIED INSTITUTIONAL BUYER, AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR, THE FORM OF WHICH IS ATTACHED HERETO.]

UNITED STATES OF AMERICA
STATE OF ARIZONA

TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION BOND, SERIES 2024

[***If the Bonds are sold in a public offering via negotiated sale*****]**

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 15, ____	_____, 2024	876498 ___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____.00)

[***If the Bonds are privately placed –*****]**

Interest Rate	Maturity Date	Original Dated Date
[ ]%	[ ]	[ ]

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____ AND NO/100 DOLLARS ($_____)]

TARTESSO WEST COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) a community facilities district formed by the City of Buckeye, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the "District"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 15 and July 15 of each year, commencing [_____] 15, 2025, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year composed of 360 days consisting of 12 months of 30 days each.

[if bonds privately placed, INSERT DETERMINATION OF TAXABILITY, DEFAULT RATE, EVENT OF DEFAULT, IF APPLICABLE]

Principal of, interest and any premium on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the District and DTC.

The "*Record Date*" for the bond shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*business day*")) immediately preceding the applicable interest payment date, or if such date is not a business day, the previous business day.

[if bonds privately placed - Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the registered owner hereof, as shown on the registration books maintained by the District, at the address appearing therein at the close of business on the first day of the calendar month next preceding the interest payment date. Annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of this bond.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of $_____,000 of like tenor except as to amount, maturity date, interest rate and number issued by the District to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at an election duly called and held in and for the District, pursuant to a resolution of the Board of Directors of the District duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State of Arizona, or any political subdivision thereof (other than the District) is pledged to the payment of the bonds.

So long as the book-entry-only system is in effect, the registrar shall notify DTC of redemption in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any bond redeemed prior to its stated maturity date shall be mailed by first class mail to each registered owner of the bond or bonds not more than 60 days nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. The registrar also agrees to send notice of redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system in the manner required by the MSRB. Failure to properly give notice of redemption (other than to the MSRB) shall not affect the redemption of any bond for which notice was properly given. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or the paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and the notice shall be of no force and effect. When so called for redemption, the bonds will cease to bear interest on the date fixed for redemption if on that date sufficient funds for such redemption are on deposit at the place of payment.

The registrar and the paying agent on the original issue date is U.S. Bank Trust Company, National Association. The registrar or the paying agent may be changed by the District without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar upon surrender and cancellation of this bond, but only in the manner and subject to the limitation on transfer and upon payment of the charges provided in the Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the authorizing resolution. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the Record Date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the Record Date.

The registrar may, but need not, register the transfer of this bond if it has been selected for redemption and need not register the transfer of this bond for a period of 15 days before selection of this bond to be redeemed; if the transfer of this bond, after it has been called or selected for call for redemption in whole or in part, is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with this bond. If the registrar transfers or exchanges this bond within the period referred to above, interest on this bond shall be paid to the person who was the owner at the close of business of the registrar on the Record Date as if such transfer or exchange had not occurred.

Notwithstanding any provisions hereof or of the Resolution, however, the obligation of the District to make money available to pay this bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Obligations (as such term is defined in the Resolution) sufficient for such purpose as described in the Resolution.

Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal each or integral multiples of $5,000.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

[if bonds privately placed - Notwithstanding any other provision of this Bond to the contrary, this Bond is nontransferable unless the transferee or transferees provide the registrar and paying agent a completed certificate of sophisticated municipal market investor or certificate of qualified investor, as the case may be, in the form included in this Bond.

This Bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit 1, and who agrees to comply with all applicable federal and state securities laws.]

The District has caused this bond to be executed by the District Chair of its Board of Directors and attested by the District Clerk, which signatures may be manual or by facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the District and the occurrence of certain other conditions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

TARTESSO WEST
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

_____
District Chair, Board of Directors

ATTEST:

_____
District Clerk

- - - -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ (Custodian) Custodian for _____ (Minor) Under Uniform Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received the undersigned subject to the transfer restrictions described in the within bond, hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee):

_____
_

(Print or typewrite Social Security or other identifying number of transferee: _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____ _____, attorney, to transfer the within bond on the book kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar and Paying Agent.

NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within Bond in every particular.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT 1

[FORM OF CERTIFICATE OF QUALIFIED INVESTOR]

TARTESSO WEST
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

Re: $[_____] Tartesso West Community Facilities District
(City of Buckeye, Arizona) General Obligation Bond, Series 2024

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the above-captioned bond (hereinafter referred to as the "*Bond*"), such Bond being in the original aggregate principal amount of $[_____], bearing the number R-1. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with a present intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the resolution of Tartesso West Community Facilities District (City of Buckeye, Arizona) (the "*District*") authorizing the issuance of the Bond, adopted on _____, 2024 (the "*Resolution*"). The undersigned understands that, unless the Board of Directors of the District terminates the transfer restrictions described in the Resolution and herein, a transferee shall be a Qualified Investor (as hereinafter defined) and must sign a letter substantially in the form of this letter and promptly provide such letter to the District before any transfer of the Bond to such transferee will be registered. [The Bond may only be transferred in whole (and not in part)].

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "*Qualified Investor*").

4. The undersigned understands that: (i) the Resolution and the Bond are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bond are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bond must comply with federal and state securities laws, (iv) any sale or transfer of the Bond, or interests therein, must be to Qualified Investors, (v) the Bond will not be listed on any stock or other securities exchange, (vi) the Bond will not carry any bond rating from any rating service, (vii) the Bond is not likely to be readily marketable, and (viii) the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in that act.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein by the undersigned, and agrees to hold the District harmless for, from and against any and all liabilities

claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its purchase decision and after such evaluation, the undersigned understood and knew that the purchase of the Bond involved certain risks, including, but not limited to, limited security and source for payment of the Bond, the status of development and its impact on the collection of ad valorem taxes for payment of the Bond, and the probable lack of any secondary market for the Bond. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in purchasing the Bond. Other than information specifically provided by the District, the undersigned is not relying on the District in making its decision to purchase the Bond.

7. The undersigned acknowledges that the District and the respective officers, directors, board members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bond.

Dated: _____.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 3.E. Resolution No. 06-24 Verrado Western Overlay CFD General Obligation Bonds, Series 2024
DATE PREPARED: 05/02/24	**DISTRICT NO.:** Verrado Western Overlay
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 06-24 authorizing the issuance, sale and delivery of its General Obligation Bonds, Series 2024; delegating the authority to approve certain matters with respect to the Bonds; providing for the annual levy of a tax for the payment of the Bonds; authorizing the appointment of a Financial Advisor and a Bond Registrar, Transfer Agent and Paying Agent; authorizing the acceptance of a proposal for the purchase of the Bonds; approving the form of the Bonds and certain documents relating to and securing the payment of the Bonds, and authorizing completion, execution and delivery thereof; awarding the Bonds to the purchaser thereof; delegating the authority to approve the method of sale and to approve and deem final a form of Preliminary Official Statement, if applicable; adopting written continuing disclosure compliance procedures in connection with the issuance of bonds of the district; and ratifying all actions taken or to be taken to further this Resolution.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
The Board held a public hearing and adopted Resolution No. 05-24, whereby it approved a Feasibility Report and declared its preliminary intention to issue bonds and acquire the public infrastructure described in the Feasibility Report. The Board is being asked to proceed with the financing of the public infrastructure by authorizing the issuance of not to exceed $8,500,000 of the District's General Obligation Bonds, Series 2024. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base.

BENEFITS:
The proceeds of the proposed general obligation bonds would be used to acquire the public infrastructure described in the Feasibility Report. This public infrastructure will encourage residential and commercial development which will, in turn, potentially increase the City's property tax base. There is no cost to the City. The bonds will be payable solely from ad valorem taxes levied against the taxable property of the District.

FUTURE ACTION:
The District Clerk and the officers of the District shall take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated by Resolution No. 06-24 and the bond documents required to be delivered in connection with the sale and delivery of the bonds.

FINANCIAL IMPACT STATEMENT:
The District shall annually levy and cause an ad valorem tax to be collected, at the same time and in the

same manner as other taxes are levied and collected on all taxable property in the boundaries of the District, sufficient, together with the moneys from the sources described in Resolution No. 05-24, to pay debt service on the bonds.

BUDGETED:
Yes

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8002

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
AGR - Verrado WO CFD GO Bonds 2024 - BPA (GT 3.26.24)(6115182.2).docx
AGR - Verrado WO GO Bonds Ser 2024 - Registrar Contract (006)(4.16.24)(6099917.6).docx
CER - Verrado WO - GO Bonds 2024 - Continuing Disclosure Undertaking(6126801.2).docx
RES - Verrado WO CFD (City of Buckeye) - GO Bonds Ser 2024 - Authorizing Resolution (011)(4.15.24)(6098787.11).docx
POS_Verrado WO CFD_GO Bnds, Srs 2024 (DRAFT) 04-12-24 v2.pdf

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

GENERAL OBLIGATION BONDS, SERIES 2024

BOND PURCHASE AGREEMENT

_____, 2024

Verrado Western Overlay Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326
Attention: District Manager

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement (this "Bond Purchase Agreement") with Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer's written acceptance hereof on or before 11:59 p.m., Arizona Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer.

In addition to acceptance of this Bond Purchase Agreement by the Issuer as provided above, the obligations of the Underwriter and the Issuer under this Bond Purchase Agreement shall be conditioned on the execution and delivery of the Indemnity Letter, dated the date hereof (the "Indemnity Letter"), by DMB White Tank, LLC (the "Developer"), attached as the Attachment hereto. Delivery includes, in both cases, sending in the form of a facsimile or telecopy or via the internet as a portable document format (PDF) file or other replicating image attached to an electronic message.

1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's General Obligation Bonds, Series 2024 in the aggregate principal amount of $____,000 (the "Bonds"). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer and the Underwriter acknowledge and agree that: (i) the transaction contemplated by this Bond Purchase Agreement is an arm's length, commercial

transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own account; (iv) the Underwriter has financial and other interests that differ from those of the Issuer; and (v) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement. The Issuer has consulted its own legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

The principal amount of the Bonds to be issued, the dated date therefor, the maturities and redemption provisions and interest rates per annum and related yields are set forth in the Schedule attached hereto. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the resolutions adopted by the Board of Directors of the Issuer (the "District Board") on May __, 2024 (together, the "Bond Resolution").

The purchase price for the Bonds shall be $_____ (the "Purchase Price"), representing the aggregate of (a) the par amount of the Bonds, plus (b) the [net] reoffering premium on the Bonds of $_____ and less (c) an underwriting discount on the Bonds of $_____.

[For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, $_____ from the proceeds of the Bonds to the Insurer (as defined herein) as payment of the bond insurance premium for the Policy (as defined herein).]

2. Public Offering. The Underwriter intends to make an initial *bona fide* public offering of all of the Bonds at not in excess of the public offering prices (or not less than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Official Statement and may subsequently change such offering prices (or yields) (but in all cases subject to the requirements of Section 3 hereof). The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Official Statement (but in all cases subject to the requirements of Section 3 hereof).

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer on the Closing Date (as defined herein) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Gust Rosenfeld P.L.C. ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor

identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) [Except as otherwise set forth in the Schedule attached hereto,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) [The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto, except as otherwise set forth therein. The Schedule attached hereto also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) The close of the fifth (5th) business date after the sale date; or

(ii) The date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) [The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who

is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

A. (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

B. to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

C. to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.]

(e) [The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its

agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.]

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) ["sale date" means the date of execution of this Bond Purchase Agreement by all parties.]

4. <u>The Official Statement</u>.

(a) A copy of the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), including the cover page, the inside front cover page and the Appendices thereto, as amended and supplemented, of the Issuer relating to the Bonds has been provided to the Underwriter. The Preliminary Official Statement, as amended to reflect the changes required in connection with the pricing and sale of the Bonds, as amended and supplemented, is hereinafter called the "Official Statement."

(b) The Preliminary Official Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby deems the Preliminary Official Statement final as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended and supplemented (the "Rule").

(c) The Issuer represents that the District Board has reviewed and approved the information in the Preliminary Official Statement and hereby authorizes the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds. The Issuer ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Bond Purchase Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Bond Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Bond Purchase Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the end of the underwriting period (as defined in the Rule), and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or circumstance which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter or the Issuer, such fact or circumstance requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Underwriter hereby agrees to file the Official Statement with the Electronic Municipal Market Access system of the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the Closing Date.

5. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a community facilities district duly organized and validly existing pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (the "Enabling Act"), and has full legal right, power and authority under the Enabling Act and the Bond Resolution to (i) authorize, execute, deliver and issue, as applicable (A) this Bond Purchase Agreement, (B) the Bonds, (C) a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), between the Issuer and _____, as bond registrar, transfer agent and paying agent (the "Bond Registrar") and (D) a Continuing Disclosure Undertaking, dated the Closing Date, which satisfies the requirements of Section (b)(5)(i) of the Rule (the "Undertaking" and, collectively with this Bond Purchase Agreement, and the Bond Registrar Contract, the "Issuer Documents"); (ii) sell, issue and deliver the Bonds to the Underwriter as provided herein; and (iii) carry out and consummate the transactions contemplated by the Bond Resolution, the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Enabling Act, the Bond Resolution and the Issuer Documents as they pertain to such transactions.

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents, and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement.

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights and, in the case of the Undertaking, annual appropriation of amounts to pay for compliance therewith, and the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Bond Purchase Agreement, will constitute legal, valid and binding obligations of the Issuer, entitled to the benefits of the Bond Resolution, and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights, and all actions necessary shall have been or shall be taken to the extent such action may be taken at or prior to the Closing to create a legal, valid and binding levy on all of the taxable property within the boundaries of the Issuer of a direct, annual, ad valorem

property tax, unlimited as to rate or amount, sufficient to pay all the principal of and interest on the Bonds as the same become due.

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State of Arizona (the "State") or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject or under the terms of any such law, regulation or instrument.

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Bond Resolution, the Issuer Documents, and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds.

(f) The Bonds conform to the descriptions thereof contained in the Official Statement under the heading "THE BONDS"; the Bond Resolution conforms to the description thereof contained in the Official Statement under the heading "THE BONDS – Authority and Election"; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the heading "THE BONDS – Authority and Election" and the Undertaking will be in substantially the form contained in Appendix D to the Official Statement.

(g) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or overtly threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the levying, assessment, or collection of the property taxes for the payment of the Bonds pursuant to the Bond Resolution or in any way contesting or affecting the adoption of the Bond Resolution or the validity or enforceability of the Bonds or the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the

Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bond Resolution, the Bonds or the Issuer Documents.

(h) The Preliminary Official Statement as of its date did not, and the Official Statement as of the date hereof does not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to Section 4(d) of this Bond Purchase Agreement), at all times subsequent to the acceptance hereof during the period up to and including the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) If the Official Statement is supplemented or amended pursuant to Section 4(d) of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds.

(l) The Issuer, at the expense of the Underwriter, will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (i) to (A) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate, and (B) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and (ii) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(m) The financial information regarding the Issuer in the Official Statement fairly presents the financial position and results of the Issuer as of the dates and for the periods therein set forth; prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer; and the Issuer is not a party to any litigation or other proceeding pending or overtly threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

(n) To the extent the Issuer may agree to do so pursuant to applicable law, prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Underwriter which approval will not be unreasonably withheld.

(o) The Issuer has executed and delivered or shall execute and deliver prior to the Closing, and in time for the Closing to occur at its specified time, the documents required to cause the Bonds to be eligible for deposit with DTC (as defined herein).

(p) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Bond Purchase Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(q) Except as disclosed in the Official Statement, the Issuer is in material compliance with each and every continuing disclosure undertaking entered into pursuant to the Rule for the past five years.

(r) The Issuer has submitted the information required with respect to previous issuances of bonds and securities pursuant to Section 35-501(B), Arizona Revised Statutes.

6. Closing.

(a) At 8:00 a.m. MST, on _____, 2024, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing Date"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 of this Bond Purchase Agreement by wire transfer payable in immediately available funds to the order of the Issuer (the "Closing"). Payment for the Bonds as aforesaid shall be made at the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Bonds shall be made to The Depository Trust Company, New York, New York ("DTC"). The Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution, and

shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein and of the Developer contained in the Indemnity Letter, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and by the Developer of its obligations pursuant to the Indemnity Letter and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer and the Developer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein and the representations and warranties of the Developer contained in the Indemnity Letter shall be true, complete and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Bond Purchase Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Bond Resolution, the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and counsel to the Underwriter to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds, the Bond Resolution and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Bond Registrar shall have duly authenticated the Bonds;

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer or the Developer from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Bond Purchase Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(i) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by the Chairman of the District Board, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution with such supplements or amendments as may have been agreed to by the Underwriter;

(3) The Issuer Documents;

(4) The approving opinion of Bond Counsel, dated the Closing Date, with respect to the Bonds, in substantially the form attached to the Official Statement;

(5) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriter and in substantially the form attached hereto as Exhibit B;

(6) An opinion of Berens Blonstein PLC, as counsel to the Developer, dated the Closing Date, addressed to the Underwriter and the Issuer and in substantially the form attached hereto as Exhibit C;

(7) An opinion of counsel to the Underwriter, dated the Closing Date, addressed to the Underwriter and in substantially the form attached hereto as Exhibit D;

(8) A certificate from the Developer, dated the Closing Date, in form and substance satisfactory to Bond Counsel and counsel to the Underwriter, to the effect that the representations and warranties contained in the Indemnity Letter, the Development Agreement (as described in the Indemnity Letter) and in the documents executed by it in connection with the issuance of the Bonds are true and correct in all material respects as of the Closing Date;

(9) A certificate, dated the Closing Date, of appropriate representatives of the Issuer substantially to the effect that:

(i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date;

(ii) no litigation or proceeding or tax challenge against the Issuer is pending or, to the best of such representatives' knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and levying, assessing and collecting the property taxes from which the Bonds are payable pursuant to the Bond Resolution, nor to the best of such representatives' knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially, adversely affect the validity or enforceability of the Bond Resolution, the Bonds or the Issuer Documents or have a material, adverse effect on the financial condition of the Issuer;

(iii) the Bond Resolution has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed; and

(iv) no event affecting the Issuer has occurred since the date of the Preliminary Official Statement to the date hereof and the date of the Official Statement to the Closing Date which should be disclosed in the Preliminary Official Statement or the Official Statement, as applicable, for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading as of the time of Closing, and the information contained in the Preliminary Official Statement and the Official Statement is correct in all material respects and, as of the date of the Preliminary Official Statement and the date hereof and as of the date of the Official Statement did not, and as of the Closing Date does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(10) A certificate, dated the Closing Date, of appropriate representatives of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriter (a) setting forth the facts, estimates and circumstances in existence on the Closing Date which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of their

knowledge and belief, there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(11) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(12) [Evidence that S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, has issued a rating of "AA" to the Bonds (the "Rating"), based on issuance of the Policy, and that the Rating is then in effect;]

(13) The filing copy of the Information Return Form 8038-G (IRS) for the Bonds;

(14) The filing copy of the Report of Bond and Security Issuance for the Arizona Department of Administration pursuant to Section 35-501(B), Arizona Revised Statutes;

(15) [Evidence that _____ (the "Insurer") has issued its municipal bond insurance policy (the "Policy") with respect to the Bonds as well as appropriate opinions and certifications from the Insurer relating to the Policy; and]

(16) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations and warranties of the Issuer and the Developer contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer and the Developer on or prior to the Closing Date of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer and the Developer, respectively.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter.

If the Issuer or the Developer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 9(c) hereof shall continue in full force and effect.

8. Termination. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, between the date of this Bond Purchase Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Underwriter, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon income of the general character to be derived by the Issuer pursuant to the Bond Resolution, or upon interest received on obligations of the general character of the Bonds, or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission (the "SEC"), or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange, the American Stock Exchange or other major exchange shall be in force or other disruptive events, occurrences or conditions in the securities or debt markets shall have occurred, or the establishment of minimum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially

those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes to pay principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred since the date of this Bond Purchase Agreement any materially adverse change in the affairs or financial condition of the Issuer or the Developer;

(i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise;

(j) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations or [the Insurer];

(l) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission;

(m) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(n) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(o) additional events or announcements related to the COVID-19 virus and its impact result in cancelation of orders from investors or the inability of investors to proceed

with the purchase of their Bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Bonds; and

(p) there shall have occurred a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations.

9. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, but only from proceeds of the sale of the Bonds, amounts contributed by the Developer or other legally available funds of the Issuer should the Issuer determine to apply funds for such purposes, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds and preparation and printing or posting of the Preliminary Official Statement and the Official Statement; (ii) the fees and disbursements of Bond Counsel and counsel to the Underwriter; (iii) the fees and disbursements of the Bond Registrar; (iv) the fees and disbursements of Hilltop Securities Inc., as financial advisor to the Issuer; (v) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (vi) the fees and expenses incurred by the Issuer or the Underwriter for the Rating [and the Policy]; and (vii) reimbursement of normally occurring "out of pocket" expenses incurred by the Underwriter on the Issuer's behalf.

(b) The Underwriter shall pay (i) the cost of any Blue Sky Survey and Legal Investment Memorandum; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by it in connection with the public offering of the Bonds.

(c) If this Bond Purchase Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Bond Purchase Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Bond Purchase Agreement, the Issuer will reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Bond Purchase Agreement or the offering contemplated hereunder.

(d) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

10. Notices. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to the address set forth on the first page of this Bond Purchase Agreement, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 8501 N. Scottsdale Road, Suite 250, Scottsdale, Arizona 85253, Attention: Nicholas J. Dodd, Managing Director.

11. Parties in Interest. This Bond Purchase Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement, and (iii) any termination of this Bond Purchase Agreement.

12. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. Choice of Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the law of the State.

14. Severability. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

15. Business Day. For purposes of this Bond Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. Section Headings. Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

17. Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

18. Cancellation of Bond Purchase Agreement. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the Issuer) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the

subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the Issuer hereunder except as required by such Section 38-511. Each of the parties hereto hereby certifies that it is not presently aware of any violation of Section 38-511 which would adversely affect the enforceability of this Bond Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

[Signature page follows.]

If you agree with the foregoing, please sign the enclosed counterpart of this Bond Purchase Agreement and return it to the Underwriter. This Bond Purchase Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart hereof shall have been signed by or on behalf of each of the parties hereto and the Indemnity Letter has been delivered as provided herein.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

.....
Nicholas J. Dodd, Managing Director

ACCEPTED THIS ____ DAY OF
_____ 2024 at …..….. P.M.

VERRADO WESTERN OVERLAY
COMMUNITY FACILITIES DISTRICT (CITY
OF BUCKEYE, ARIZONA)

By……...
District Treasurer

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., Attorney
for the District

……..

[Signature page to Bond Purchase Agreement]

SCHEDULE

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS,
SERIES 2024

Dated Date: _____, 2024

Maturity (July 15)	Principal Amount	Interest Rate	Yield

_____

* Yield calculated to July 15, 20__, the first optional redemption date.

Optional Redemption. The Bonds maturing before or on July 15, 20__, will not be subject to redemption prior to maturity. The Bonds maturing on or after July 15, 20__, will be subject to redemption prior to maturity, at the option of the District, on or after July 15, 20__, in whole or in part on any date, at the redemption price of the principal amount of the Bonds or portion thereof being redeemed plus interest accrued to the date of redemption, but without premium.

Mandatory Redemption. The Bonds maturing on July 15, 20__, July 15, 20__, and July 15, 20__, will be redeemed on July 15 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium:

Term Bond Maturing July 15, 20__

Year Redeemed	Principal Amount Redeemed

Term Bond Maturing July 15, 20__

Year Redeemed	Principal Amount Redeemed

Term Bond Maturing July 15, 20__

Year Redeemed	Principal Amount Redeemed

ATTACHMENT

INDEMNITY LETTER

_____, 2024

Raymond James & Associates, Inc.,
as Underwriter
8501 N. Scottsdale Road
Suite 250
Scottsdale, Arizona 85253

Verrado Western Overlay Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024

This Indemnity Letter is delivered by DMB White Tank, LLC, an Arizona limited liability company (the "Developer"), in order to induce Raymond James & Associates, Inc. (the "Underwriter") and Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "District") to enter into the Bond Purchase Agreement, dated _____, 2024 (the "Bond Purchase Agreement"), related to the purchase by the Underwriter of the captioned bonds (collectively, the "Bonds"). Terms that are defined in the Bond Purchase Agreement have the meanings ascribed to them therein when used herein.

1. In consideration of the execution and delivery of the Bond Purchase Agreement, the Developer represents and warrants to the Underwriter and the District that:

(a) The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona.

(b) The information in the Preliminary Official Statement under the headings "LAND DEVELOPMENT," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "DEVELOPER," and "RISK FACTORS" (except the information under the subheading "Direct and Overlapping Indebtedness") is true and correct in all material respects for the purposes for which its use is or was authorized, and such information did not and does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein in light of the circumstances under which they are or were made, not misleading.

(c) Neither the execution or delivery of this Indemnity Letter and the Development, Financing Participation and Intergovernmental Agreement No. 1 (Whitestone Western Overlay Community Facilities District), dated as of June 19, 2001 (the "Original

Development Agreement"), by and among the District, the Developer, and the Town of Buckeye, Arizona, as thereafter amended by the First Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Whitestone Western Overlay Community Facilities District), dated as of February 13, 2002, by and among the District, the Developer, and the Town of Buckeye, Arizona, and the Second Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Verrado Western Overlay Community Facilities District – F/K/A Whitestone Western Overlay Community Facilities District), dated as of January 18, 2022 (the Original Development Agreement, as so amended, the "Development Agreement" and together with this Indemnity Letter, hereinafter referred to as the "Documents"), by and among the District, the Developer, and the City of Buckeye, Arizona, nor the consummation of any other of the transactions herein and therein contemplated, nor the fulfillment of, or compliance with, the terms hereof or thereof, shall contravene the organizational documents of the Developer or conflict with or result in a breach by the Developer of any of the terms, conditions or provisions of, or constitute a default by the Developer under, any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the Developer is a party or by which it is or may be bound or to which any of the property or assets of Developer is or may be subject, or any law or any order, rule or regulation applicable to the Developer of any court, federal or state regulatory body, administrative agency or other governmental body having jurisdiction over the Developer or any of its properties or operations, or (except as contemplated by the Documents) will result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Developer, threatened against the Developer wherein an adverse decision, ruling or finding would (i) result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of the Developer, or materially and adversely affect the properties (taken as a whole) of the Developer, and that has not been disclosed in the Preliminary Official Statement or the Official Statement, (ii) materially adversely affect the transactions contemplated by the Bond Purchase Agreement or the Documents, or (iii) adversely affect the validity or enforceability of the Documents.

(e) The Developer has the full power and authority to execute and deliver the Documents and perform its obligations hereunder and thereunder and engage in the transactions contemplated by the Bond Purchase Agreement and the Documents, and the Documents have been duly authorized by the Developer and, when executed by all applicable parties thereto will constitute valid, binding and enforceable obligations of the Developer except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and/or by general principles of equity and except as the indemnification provisions hereof may be limited by applicable securities laws or public policy.

(f) No consent, approval, authorization or other action by any governmental or regulatory authority that has not been obtained is or will be required for the consummation of the transactions contemplated by the Bond Purchase Agreement and the Documents, other than the permits and licenses for construction of the Project (as defined in the

Official Statement) contemplated by the Development Agreement referred to in paragraph (c) above, which have not yet been issued.

2. To the extent permitted by law, the Developer shall indemnify and hold harmless the Underwriter and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended (the Underwriter and any such person being herein sometimes called an "Underwriter Indemnified Party") and the District and each director, trustee, partner, member, officer, official or employee thereof and each person, if any, who controls the District within the meaning of the Securities Act of 1933, as amended (the District and any such person being herein called a "District Indemnified Party" and, together with each Underwriter Indemnified Party, the "Indemnified Parties"), for, from and against any and all losses, claims, damages or liabilities, several as to the Underwriter Indemnified Parties, but joint or several as to the District Indemnified Parties, (i) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in the information identified in Section 1(b) above in the Official Statement or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated in such section(s) or that is necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading, except such indemnification shall not extend to any other statements in the Official Statement and (ii) with respect to a District Indemnified Party only to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged untrue statement or omission or alleged omission if such settlement is effected with the written consent of the Developer (which consent shall not be unreasonably withheld).

An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against the Developer, notify the Developer in writing of the commencement thereof. Failure of the Indemnified Party to give such notice will reduce the liability of the Developer by the amount of damages attributable to the failure of the Indemnified Party to give such notice to the Developer but the omission to notify the Developer of any such action shall not relieve the Developer from any liability that it may have to such Indemnified Party otherwise than under this Section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Developer of the commencement thereof, the Developer may, or if so requested by such Indemnified Party shall, participate therein or assume the defenses thereof, with counsel satisfactory to such Indemnified Party and the Developer (it being understood that, except as hereinafter provided, the Developer shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from the Developer to such Indemnified Party of an election so to assume the defenses thereof, the Developer will not be liable to such Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that unless and until the Developer assumes the defense of any such action at the request of such Indemnified Party, the Developer shall have the right to participate at its own expense in the defense of any such action. If within a reasonable time after receipt of notice of any such action the Developer shall not have

employed counsel to have charge of the defense of any such action or if an Indemnified Party shall have reasonably concluded (and shall have notified the Developer) that there may be defenses available to it and/or other Indemnified Parties that are different from or additional to those available to the Developer (in which case the Developer shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, reasonable legal and other necessary expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by the Developer.

3. All of the representations, warranties, and agreements of the Developer contained in the Documents shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Underwriter, any controlling person referred to in paragraph 2 hereof or the Developer, or (ii) delivery of and payment for the Bonds.

4. This letter is solely for the benefit of the Underwriter, the District and their successors or assigns, and, to the extent provided in paragraph 2 hereof, each Indemnified Party, and no other person shall acquire or have any right under or by virtue hereof. The terms "successors" and "assigns" as used in this letter shall not include any purchaser, as such purchaser, from the Underwriter of the Bonds.

5. This letter shall be governed by the laws of the State of Arizona.

6. The Developer shall pay all costs and expenses of its counsel with respect to the issuance and delivery of the Bonds.

7. The Developer consents to the references to the Developer in the Official Statement.

Respectfully submitted,

DMB WHITE TANK, LLC,
an Arizona limited liability company

By: DMB ASSOCIATES, INC.,
an Arizona corporation
Its: Manager

By:……
Name: ……..
Title: ……

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

Raymond James & Associates, Inc. ("Raymond James"), as underwriter for the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "Issuer") General Obligation Bonds, Series 2024 (the "Bonds"), based on its knowledge regarding the sale of the Bonds, certifies as of this date as follows:

(1) **Issue Price**.

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price at the respective yield listed in Schedule A attached hereto (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity of the Bonds is $[_____] (the "Issue Price").]

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii):

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto (the "Sale Price" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, Raymond James offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the "Initial Offering Prices" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement, dated _____, 2024, between Raymond James and the Issuer, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Raymond James has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is $[_____] for the Bonds (the "Issue Price").]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) Raymond James offered, on or before the Sale Date, each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule A. The aggregate of the Initial Offering Prices of each Maturity is $[_____] (the "Issue Price").

(B) As set forth in the Bond Purchase Agreement, dated _____, 2024, between Raymond James and the Issuer, Raymond James has agreed in writing that, (i) for each Maturity of the Bond, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, Raymond James has not offered or sold any Maturity of the Bond at a price that is higher than the respective Initial Offering Price for that Maturity of the Bond during the Holding Period.]

[(B),(E), or (C)] Definitions. [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."]

["Holding Period" means, for each Hold-the-Offering-Price Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Raymond James has sold at least 10% of such Maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

"Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Issue is [DATE].]

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial

sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

All capitalized terms not defined in this certificate have the meaning set forth in District's Tax Certificate.

The signer is an officer of Raymond James and duly authorized to execute and deliver this Certificate of Raymond James. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gust Rosenfeld P.L.C., as bond counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [Closing Date]

RAYMOND JAMES & ASSOCIATES, INC.

By:.....

Title:.....

SCHEDULE A

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

$____,000
GENERAL OBLIGATION BONDS,
SERIES 2024

General Rule Maturities

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

[Hold-the-Offering-Price Maturities]

Maturity Date (July 15)	Principal Amount	Interest Rate	Yield	Price	Issue Price
	$	%	%	%	$

[*Yield and Price assume redemption on July 15, 20__, the earliest optional redemption date.]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Raymond James & Associates, Inc.
8501 N. Scottsdale Road
Suite 250
Scottsdale, Arizona 85253

Re: Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024

WE HAVE ACTED as Bond Counsel to Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance this date by the Issuer of the captioned bonds (the "Bonds") and otherwise as counsel to the Issuer. The Bonds are issued under the resolutions adopted by the Board of Directors of the Issuer on _____, 2024 (together, the "Resolution"), are the subject of an Official Statement, dated _____, 2024 (the "Official Statement"), and are the subject of a Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), by and between the Issuer and Raymond James & Associates, Inc. (the "Underwriter"), a Bond Registrar, Transfer Agent and Paying Agent Contract, dated as of _____ 1, 2024 (the "Bond Registrar Contract"), by and between the Issuer and _____, as registrar, and a Continuing Disclosure Undertaking, dated even date hereof (the "Undertaking" and, collectively with the Bond Registrar Contract, and the Purchase Contract, as the "District Documents"), from the Issuer. (You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.)

IN OUR CAPACITY as Bond Counsel, and as counsel as described hereinabove to the Issuer, we have examined and relied upon:

(i) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);

(ii) An executed copy of the Bond Registrar Contract;

(iii) An executed copy of the Official Statement;

(iv) An executed copy of the Purchase Contract;

(v) An executed copy of the Undertaking;

(vi) Such other agreements, certificates (including particularly, but not by way of limitation, certificates of DMB White Tank, LLC (hereinafter referred to as the "Developer"), dated of even date herewith), opinions, letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(vii) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Issuer in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Issuer, the Underwriter and the Developer relating to the District Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Issuer is duly organized and validly existing as a community facilities district for purposes set forth in Section 48-708(B), Arizona Revised Statutes, as amended, pursuant to the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the District Documents and the Bonds, (c) to approve, execute and authorize the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement"), with respect to the Bonds) and (d) to carry out and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds (including performing the applicable obligations thereunder).

2. Adoption of the Resolution; authorization, execution, delivery and issuance, as applicable, of, and the due performance of the obligations of the Issuer under, the District Documents and the Bonds and the approval, execution and authorization of the use and distribution of the Official Statement (including, as applicable, the Preliminary Official Statement) by the Issuer under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any agreement or other instrument to which the Issuer is a party or of any existing law, ordinance, administrative regulation, court order or consent decree to which the Issuer is subject.

3. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Bonds), is required in connection with the adoption by the Issuer of the Resolution or the authorization, execution, delivery, issuance and performance, as applicable, by the Issuer of the District Documents and the Bonds and the consummation of the transactions contemplated by the Official Statement.

4. The Issuer has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution, delivery and issuance, as applicable of, and the performance of its obligations under, the District Documents and the Bonds and (ii) the taking of the actions required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the District Documents and the Bonds. The Issuer has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents.

5. The District Documents have been duly authorized, executed and delivered by the Issuer and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their terms.

6. Based solely upon a search of the available records of the Superior Court in and for the State of Arizona, County of Maricopa and the United States District Court for the District of Arizona for the five-year period ending ....., 2024, and upon inquiry of Issuer officials, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or overtly threatened against or affecting the Issuer, and there is no basis therefor, (i) which in any way questions the powers of the Issuer referred to hereinabove or the validity of the proceedings taken by the Issuer in connection with the sale and issuance of the Bonds, (ii) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Official Statement, the Resolution, the District Documents or the Bonds or would in any way adversely affect the validity or enforceability of the Resolution, the District Documents or the Bonds (or of any other instrument required or contemplated for use in consummating the transactions contemplated thereby or by the Purchase Contract or by the Official Statement) or (iii) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement. Further, there are no lawsuits pending or threatened against the Issuer which question the right of the Issuer to levy, receive and pledge special assessments or taxes, nor lawsuits pending or overtly threatened against the Issuer which, if decided adversely to the Issuer, would, individually or in the aggregate, have a material adverse effect on the financial condition of the Issuer or impair the ability of the Issuer to comply with all the requirements set forth in the Official Statement, the Resolution, the District Documents or the Bonds.

7. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover thereof, under the headings "THE DISTRICT," "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" (except the information included under the subheading "*Ad Valorem* Property Taxation in the District"), "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS - Additional General Obligation Bonded Indebtedness of the District," "LITIGATION," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior undertakings) and "RELATIONSHIP AMONG PARTIES" (only as it relates to Bond Counsel) therein and in APPENDIX B - "FORM OF LEGAL OPINION OF BOND COUNSEL" and APPENDIX D - "FORM OF CONTINUING DISCLOSURE UNDERTAKING" insofar as such information purports to summarize certain provisions of federal or state law or of the Bonds, fairly summarizes the information which it purports to summarize. Furthermore, based solely on our participation in the transaction as Bond Counsel, nothing has come to our attention that would lead us to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Official Statement, as of its date and as of the date hereof, contained or contain any untrue statement of a material fact or omitted or omit, respectively, to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view is expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement or the Official Statement respecting The Depository Trust Company or _____.

8. It is not necessary in connection with the sale and issuance of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution under the Trust Indenture Act of 1939, as amended.

Our opinions expressed in paragraph 5 hereof are qualified to the extent that the enforceability of the District Documents is dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the District Documents by the other parties thereto and to the extent that the enforceability of the District Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the District Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshalling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the District Documents (other than the Issuer) any rights or remedies not specifically set forth therein.

This opinion is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and the addressee in connection with the Bonds or by virtue of this opinion. This opinion is solely for the addressee's benefit and, except as specifically stated herein, is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This opinion speaks only as of its date, and no republication is intended upon the sale, assignment, conveyance or transfer of the Bonds by the Underwriter.

Respectfully submitted,

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE DEVELOPER

[LETTERHEAD OF BERENS BLONSTEIN PLC]

[Closing Date]

Raymond James & Associates, Inc.,
as Underwriter
8501 N. Scottsdale Road
Suite 250
Scottsdale, Arizona 85253

Verrado Western Overlay Community Facilities District
c/o City of Buckeye, Arizona
530 East Monroe Avenue
Buckeye, Arizona 85326

Re: Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "Bonds")

Ladies and Gentlemen:

We have acted as counsel to DMB White Tank, LLC, an Arizona limited liability company (the "Developer"), particularly in connection with the transactions provided for by the documents referred to herein (collectively, the "Transaction"), including the issuance and sale of the Bonds, sold pursuant to a Bond Purchase Agreement, dated _____, 2024 (the "Bond Purchase Agreement"), by and between Raymond James & Associates, Inc. (the "Underwriter"), and Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "District"). Any capitalized term used and not defined herein will have the meaning assigned to it in the Bond Purchase Agreement.

As such counsel, we have made such examinations and inquiries as we have deemed necessary as a basis for this opinion, including the examination of the following documents:

1. The following documents pertaining to the Transaction:

a. The Development, Financing Participation and Intergovernmental Agreement No. 1 (Whitestone Western Overlay Community Facilities District), dated as of June 19, 2001, executed by the City of Buckeye, Arizona, the District and the Developer, as thereafter amended.

b. Preliminary Official Statement, dated _____, 2024 (the "Preliminary Official Statement").

c. Official Statement, dated _____, 2024 (the "Official Statement"), executed by the District.

d. The executed Indemnity Letter, dated _____, 2024, by the Developer to the Underwriter and the District (together with the Development Agreement, the "Bond Documents").

2. The following entity documents pertaining to the Developer:

a. .....

3. The executed Closing Certificate of the Developer, dated [Closing Date].

4. An Officer's Certificate, executed by an officer of the Manager of the Developer, dated of even date herewith.

We have also examined such certificates of public officials, certificates of representatives of the Developer and such other documents as we have deemed relevant and necessary as a basis for the opinions set forth below (collectively, with all matters listed under "Examinations," as "due inquiry"). We have relied upon certificates of public officials and of the Developer with respect to the accuracy of material or factual matters contained in such certificates, which were not independently established.

In rendering this opinion, we have assumed that:

1. (a) Each of the other parties to the Bond Documents (the "Other Parties") is duly formed and validly existing; (b) the execution, delivery and performance of the Bond Documents by each of the applicable Other Parties has been duly authorized by all corporate or limited liability company action required of such Other Party; (c) each of the Other Parties has obtained all necessary governmental consents, authorizations, approvals, permits or certificates that are required as a condition to the execution and delivery of the Bond Documents by such Other Party and to the consummation of the Transaction; (d) the Bond Documents constitute legal, valid, binding and enforceable obligations of each of the Other Parties under federal law, the laws of the State of Arizona, and the laws of any other applicable jurisdiction; (e) except for the Bond Documents, there are no other documents or agreements between any of the Other Parties and others that would expand or otherwise modify the obligations of the parties under the Bond Documents; (f) each of the Other Parties has the power and authority under applicable laws and regulations to enter into and perform the Transaction and has complied in all material respects with all applicable laws and regulations with respect thereto; and (g) each of the Other Parties will at all times during the term of the Bond Documents act in good faith and only in a manner that under the circumstances is commercially reasonable.

2. The Bond Documents accurately and completely describe and contain the parties' mutual intent, understanding and business purposes, and there are no oral or written statements, agreements, understandings or negotiations, nor any usage of trade or counsel of prior dealing among the Other Parties that directly or indirectly modify, define, amend, supplement, or vary or purport to modify, define, amend, supplement or vary any of the terms of the Bond Documents or any of the parties' rights or obligations thereunder by waiver or otherwise, and there are no facts or events (such

as fraud or duress) that have occurred in connection with the execution, acknowledgment and delivery of the Bond Documents that would impair their enforceability.

3. No fraud, misrepresentation, unilateral mistake or concealment has occurred in connection with the Bond Documents or any aspect of the Transaction.

4. The parties' representations and warranties contained in the Bond Documents are truthful and accurate.

5. The Bond Documents to the extent required to be executed, ratified, notarized, filed, recorded or indexed by the Other Parties to be effective (and any UCC-1 or other financing statements required to perfect same) have been or will be timely and properly executed, ratified, notarized, filed, recorded or indexed in the appropriate governmental offices and the filing party will timely file any and all necessary continuation statements, and that all fees, charges, and taxes due are owing as of this date have been paid.

6. No interest, fees, charges or other benefits or compensation in the nature of interest will be collected with respect to the Transaction that are not clearly specified in the Bond Documents and that are not permitted by applicable law.

7. At the time any of the Other Parties seeks to enforce its rights under the Bond Documents, such Other Party will not be in breach thereof, the document will still be in force, and no applicable statute of limitations will have expired.

8. Each of the Other Parties will diligently and timely pursue its rights and remedies under the Bond Documents in a commercially reasonable manner and in accordance with the law.

9. All consents, approvals, licenses or authorizations by, and all notifications of and filings with, any court, governmental body or other person required to be obtained or made in connection with the Bond Documents and the Transaction have been so obtained or made; provided, however, that the foregoing does not limit the opinions expressed herein as they relate to the Developer.

10. Without investigation the completeness, genuineness and authenticity of any document submitted to us as an original, the conformity to the original of any document submitted to us as a copy, the authenticity of the original of such latter documents, the conformity to the executed document of any document submitted to us as the form to be executed, the genuineness of all signatures, and the legal competency and capacity of natural persons. We have assumed without investigation that any certificate, representation (oral or otherwise), telegram, telex, telecopy, email or other document on which we have relied, whether or not given or dated earlier than the date hereof, is authentic and remains accurate insofar as relevant to this opinion from such earlier date through and including the date hereof, and we are not aware of any facts inconsistent with this assumption.

11. The Developer holds the requisite title and rights to any real or personal property involved in the Transactions or otherwise purported to be owned by it.

12. All reports and other documents prepared by third party consultants relating to the Transaction or any of the property within the District are true and accurate.

13. The result of the application of Arizona law as specified in the Bond Documents will not be contrary to a fundamental policy of the law of any other state with which the parties may have material or relevant contact in connection with the Transaction and as to which there is a materially greater interest in determining an issue of choice of law.

The opinions expressed in this letter are subject to the following qualifications, limitations and exceptions:

1. Our opinions are limited by the internal laws of the State of Arizona (notwithstanding Arizona choice-of-law rules). Accordingly, we express no opinion as to the possible impact upon the matters of the laws, orders or judgments of any jurisdiction other than the local laws of the State of Arizona (notwithstanding Arizona choice-of-law rules).

2. Whenever we indicate that our opinion is based on "our knowledge," or words of similar import, such opinion is based solely on the current actual knowledge, after due inquiry, of the firm's attorneys who have devoted substantive attention to matters related to the Transaction and knowledge obtained as a result of conferences with officers and other representatives of the Developer. We have not made any independent investigation or review of any matters whatsoever except as specifically set forth herein, and we are relying solely on such specifically stated investigation or review.

3. We express no opinion concerning the legal validity and sufficiency of the acts of any of the Other Parties.

4. The opinions herein are based upon and limited to the laws and facts now in effect, and we assume no obligation to update, revise or supplement the opinion.

5. Our opinion is limited to the matters set forth herein and to the date hereof. No opinion may be inferred or implied beyond the matters expressly stated herein. Our opinion is applicable only to the addressee of this opinion and will not be applicable to any other person.

6. The enforceability of the Bond Documents is subject to:

a. Bankruptcy, insolvency, fraudulent transfer, reorganization, arrangement, receivership, conservatorship, moratorium and other similar laws now or hereafter enacted affecting the enforcement of creditors' and property rights generally.

b. The general principles of equity.

c. The qualification that certain waivers, procedures, remedies, indemnities, consents to jurisdiction and other provisions of the Bond Documents may be unenforceable under or limited by the law of the State of Arizona; provided, however, such possible unenforceability or limitations will not render the Bond Documents invalid as a whole or substantially prevent the practical realization of the principal benefits intended by the Bond Documents (except for the economic consequences of procedural or other delay).

7. We express no opinion as to the enforceability of any indemnity provision with respect to any claims or other matters that result from the negligence or misconduct of any indemnitee or the failure of any indemnitee to act in a commercially reasonable manner.

8. We express no opinion as to the enforceability of any indemnity or contribution provision with respect to any claims or other matters relating to or arising under federal or state securities laws, as they may be held to violate public policy.

9. We express no opinion as to the compliance of the Bond Documents or, other than as provided in Section 10, the offer and sale of the Bonds with any securities law or regulation.

10. Any opinion as to the enforceability of any document is limited to enforceability as between the original parties thereto.

Based on the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, it is our opinion that:

1. The Developer is a limited liability company validly existing under the laws of the State of Arizona.

2. The Developer has the requisite limited liability company power and limited liability company authority under the laws of the State of Arizona: (i) carry out the terms and conditions applicable to it under the Bond Documents; (ii) to own and operate its properties and assets as described in the Preliminary Official Statement and the Official Statement, and (iii) to carry out its business as such business is currently being conducted as described in the Preliminary Official Statement and the Official Statement.

3. The execution, delivery and performance of the Bond Documents by the Developer and the carrying out, giving effect to and consummation of the transactions contemplated thereby have been duly authorized by all necessary limited liability company, corporate and partnership action on the part of the Developer and its Members, and the Bond Documents have been duly executed and delivered by the Developer.

4. The Bond Documents constitute valid and binding obligations of the Developer.

5. The execution and delivery of the Bond Documents by the Developer, and the performance of its obligations thereunder, do not and will not violate the Organizational Documents.

6. To our actual knowledge, the execution and delivery of the Bond Documents by the Developer will not cause a breach or default of (i) any material contract, indenture, instrument or other agreement to which the Developer is a party or by which it or its properties are bound, or (ii) the laws of the State of Arizona or any court order by which the Developer or its properties are bound.

7. To our actual knowledge, no consent, approval, authorization, or other action by, or filing with, any federal, State or local governmental authority is required in connection with the execution and delivery by the Developer of the Bond Documents, or consummation of the

transaction contemplated thereby and, to our actual knowledge, the Developer has obtained all consents, approvals and authorizations, and has made all filings, required by applicable federal, state and/or local governmental authorities in order to own and operate its properties and assets as described in the Preliminary Official Statement and the Official Statement and to carry out its business as such business is currently being conducted as described in the Preliminary Official Statement and the Official Statement.

8. We have no actual knowledge that the Developer is in violation of any provision of, or in default under, the Organizational Documents or any other agreement or instrument, the violation of which or default under which would materially and adversely affect the execution, delivery and/or performance of the agreements and obligations of the Developer under the Bond Documents.

9. We have no actual knowledge of any legal or governmental actions, proceedings, inquiries or investigations pending or overtly threatened by any governmental authorities or to which the Developer is a party or of which any property of the Developer is subject, which would materially and adversely affect (i) the execution, delivery and/or performance of the agreements and obligations of the Developer under the Bond Documents, or (ii) the financial condition or operations of the Developer as described in the Preliminary Official Statement and the Official Statement.

10. To our actual knowledge, the information contained in the Preliminary Official Statement and the Official Statement under the headings "LAND DEVELOPMENT," "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS," "DEVELOPER" and "RISK FACTORS" (except the information under the subheading "Direct and Overlapping Indebtedness") does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which such statements were made, not misleading. In connection with our review of the Preliminary Official Statement and the Official Statement, we have not undertaken to independently determine the accuracy, completeness or fairness of the statements contained therein, except as and to the extent provided in this paragraph, and the knowledge available to us is such that we are unable to assume, and do not assume, any responsibility for the accuracy, completeness or fairness of such information. However, on the basis of such review, we have acquired no actual knowledge that the information contained in the Preliminary Official Statement and the Official Statement (except for the financial information and notes thereto and the schedules and other financial or statistical data included therein or in any appendix thereto, as to which we express no opinion) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We are furnishing this letter of opinion to you solely for your benefit and may be relied on by you only for the purpose contemplated in the Transaction. Our opinion is not to be reproduced or filed publicly, or used or relied on by, or quoted or delivered to any other person or entity, or

used or relied upon for any purpose other than the purpose contemplated in the Transaction without, in each instance, our prior written consent.

Respectfully submitted,

EXHIBIT D

FORM OF OPINION OF COUNSEL TO UNDERWRITER

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Closing Date]

Raymond James & Associates, Inc.
8501 N. Scottsdale Road
Suite 250
Scottsdale, Arizona 85253

Re: Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024

We have acted as counsel to you in connection with the purchase by you of the captioned Bonds (collectively, the "Bonds"). This opinion is rendered pursuant to the Bond Purchase Agreement, dated _____, 2024 (the "Purchase Contract"), between you and Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Contract.

As your counsel, we have examined the Preliminary Official Statement, the Official Statement, the Bond Resolution, the Undertaking, the Securities Act of 1933, as amended (the "1933 Act"), the Trust Indenture Act of 1939, as amended (the "1939 Act"), the rules, regulations and interpretations under the 1933 Act and the 1939 Act, and Rule 15c2-12 (the "Rule") prescribed under the Securities Exchange Act of 1934, as amended (the "Act"). In addition, we have examined originals (or copies certified or otherwise identified to our satisfaction) of such other instruments, certificates and documents as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid instruments, certificates and other documents.

In providing the statement of belief set forth in the paragraph immediately below, reference is made to the Preliminary Official Statement and the Official Statement. As your counsel, we reviewed the Preliminary Official Statement and the Official Statement and participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or in the Official Statement, and we have not undertaken to verify independently any of such factual matters.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that no facts have come to the

attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Official Statement, as of its date or as of the date of the Purchase Contract, or the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, [information concerning the Policy and the Insurer,] information concerning the book-entry system for the Bonds, and information under the headings "QUALIFIED TAX-EXEMPT OBLIGATIONS," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" and in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" contained or incorporated by reference in the Preliminary Official Statement or the Official Statement and its Appendices, which we expressly exclude from the scope of this paragraph.

We also have rendered legal advice and assistance to you as to the requirements of the Rule prescribed under the Act, in connection with your review, for purposes of the Rule, of the Undertaking. Based upon our examination of the items referenced in this letter, including the Undertaking and the Rule, and subject to the limitations expressed above, we are of the opinion that, under existing law, the Undertaking satisfies paragraph (b)(5)(i) of the Rule, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices at the time and in the manner required by the Rule.

Based upon our examination of the items referenced in this letter, we are further of the opinion that it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the 1939 Act. For purposes of rendering such opinion, we have relied on the legal conclusions expressed by Gust Rosenfeld P.L.C., as Bond Counsel, as to the validity of the Bonds and the exclusion of interest on the Bonds from the gross income of their owners for federal income tax purposes.

We have not investigated independently the accuracy of any legal conclusions upon which we have relied that are expressed by other counsel; however, attorneys in our firm rendering legal services in connection with this matter are not presently aware of any information that leads us to believe that it would be unreasonable to rely upon those legal conclusions.

References in this letter to "attorneys in our firm rendering legal services in connection with this matter" refer only to those attorneys now with this firm who rendered legal services in connection with our representation of you in this matter.

Our engagement with respect to the matters addressed in this letter is concluded upon the delivery of this letter. The views expressed in this letter are as of, and are based upon the law in effect on, the date of this letter. Those views may be affected by actions taken or omitted or events occurring after the date of this letter, and we assume no obligation to revise or supplement this letter or to determine or to inform any person if such law changes or if any such actions are taken or omitted or any such events occur.

This letter is furnished solely for your benefit in connection with your purchase of the Bonds, and this letter may not, without our prior express consent, be used, circulated, quoted or otherwise referred to (except in lists or sets of closing documents), or be relied upon by any other person or for any other purpose.

Respectfully submitted,

FEDERAL TAXPAYER I.D. NO. 46-0503784

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____] 1, 2024 (this "*Contract*"), is made and entered into between the **VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)** (hereinafter called the "*District*") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** in its capacity as bond registrar, transfer agent and paying agent (hereinafter called the "*Bank*"), and witnesseth as follows:

Pursuant to Resolution No. 06-24 (Verrado Western Overlay) (the "*Bond Resolution*"), the District will issue its General Obligation Bonds, Series 2024 (the "*Bonds*") in the aggregate principal amount of $[_____]. The Board of Directors of the District (the "*Board*") has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the District. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services, which shall include, but not be limited to: (i) initially authenticating and verifying the Bonds; (ii) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (iii) recording transfers of ownership of the Bonds promptly as such transfers occur; (iv) protecting against double or overissuance; (v) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (vi) informing the District of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (vii) lodging with the District the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services, which shall include, but not be limited to: (i) receiving and verifying all Bonds tendered for transfer; (ii) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (iii) destroying Bonds submitted for transfer; and (iv) providing proper information for recordation in the registration books.

C. Paying agent services, which shall include, but not be limited to: (i) providing a billing to the District at least 30 days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (ii) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the scheduled payment date or as soon as money for payment of such interest has been transferred to the paying agent but in no event later than the time established by DTC, on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (iii) verifying all matured Bonds upon their surrender; (iv) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (v) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the District; (vi) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information, for six years after payment; and (vii) making proof of such payments available to the District or any registered owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the last day of the calendar month (other than a Saturday, a Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) next preceding the applicable interest payment date, or if such day is not a Business Day, the previous Business Day. Normal transfer activities will continue after the Record Date, but the interest payments will be mailed to the registered owners of the Bonds as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**.

A. The Bank agrees to provide certain notices to the registered owners of the Bonds as required to be provided by the Bank in, and upon being provided with a copy of, the Bond Resolution. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

B. The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

C. If the moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

D. Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to registered owners of the Bonds and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will deliver the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The District will transfer immediately available funds to the Bank no later than one Business Day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to registered owners of the Bonds from any source other than moneys transferred, or caused to be transferred, to it by the District.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with Arizona Revised Statutes ("*A.R.S.*") §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three Business Day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the District will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until the end of the District's current fiscal year (2024/2025) is $[____].00 and shall be due at the initial delivery of the Bonds and shall be paid from [proceeds of the Bonds and] amounts contributed by DMB White Tank, LLC. Subsequent payments shall be made by the District in accordance with this Contract.

9. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the District for its 2025/2026 fee prior to June 1, 2025, and prior to each June 1 thereafter for each succeeding fiscal year.

10. **Costs and Expenses**. Except as provided in Section 8 hereof, the District hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the District agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the District from any funds lawfully available therefor and the District agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the District, its Board, the Treasurer of the District and all boards, commissions, officials, officers and employees of the District, individually and collectively, from the Bank's failure to perform to its standard of care as herein stated.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The Bank and the District each reserve the right to amend any individual service set forth herein or all of the services upon providing 60 days' prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and shall be vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**.

A. The Bank may resign or the District may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving 30 days' written notice of resignation or replacement to the District or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the District; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within 10 days after a notice of resignation is received by the District, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent.

B. In the event the Bank resigns or is replaced, the District reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to A.R.S. § 35-491, *et seq*., or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the District shall remain in full force and effect, but the District shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor bond registrar, transfer agent and paying agent or as reimbursement if the District acts as bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the District.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein) pertaining to the retirement of any Bonds and of all payments of interest thereon, within 30 days of a request therefor, from the District or its agents, to comply with the requirements of the Arizona Department of Administration pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the District for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The District, or its duly authorized agents, may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the District, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owners thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owners of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the District, whereupon any claim of whatever nature by the owners of

such Bonds arising under such Bond shall be made upon the District and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds that are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges of the Bank and the District in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the District of evidence satisfactory to the Bank and the District that such Bond was destroyed or lost, and furnishing the Bank and the District with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The District has agreed in the Bond Resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate that may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the District. If the District does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the District, a rebate calculation is required to permit interest on the Bonds to be and remain exempt from gross income for federal income tax purposes, the District may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The District may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the District or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. The Bank shall have no responsibilities in connection with this Section.

25. **Arbitrage Rebate Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the District agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership of the Bond.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District. The District retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty. The Bank and its subcontractors warrant to keep such papers, information and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the District during the Bank's normal business hours. The Bank and its subcontractors shall reasonably cooperate with the District's random inspections, including granting the District entry rights onto their property to perform the random inspections, granting the District access to, and use of, the Information; provided, that the District agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 29 and, subject to the requirements of law, including the public records law of the State, the District will preserve the confidentiality of any information, records or papers the District views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a "boycott" of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Written Certification; Forced Labor of Ethnic Uyghurs Ban**. To the extent A.R.S. § 35-394 is applicable, the Bank hereby certifies it does not currently, and for the duration of this Contract shall not use: (A) the forced labor of ethnic Uyghurs in the People's Republic of China, (B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Bank without any current independent investigation or without any future independent investigation for the duration of this Contract. If the Bank becomes aware during the duration of this Contract that it is not in compliance with such certification, the Bank shall take such actions as provided by law, including providing the required notice to the District. If the District determines that the Bank is not in compliance with the foregoing certification and has not taken remedial action, the District shall terminate the Bank's role as registrar, transfer agent and paying agent pursuant to Section 15 hereunder.

33. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____] 1, 2024.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By_____
District Chairman

ATTEST:

_____
District Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature page to the Bond Registrar, Transfer Agent and Paying Agent Contract]

CONTINUING DISCLOSURE UNDERTAKING

$8,260,000*
WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

(CUSIP BASE NUMBER 92511R)

This Undertaking is executed and delivered by Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING***

* Subject to change.

FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in [TABLES 2, 3, 4, 6, and 7] of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH***

TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the

Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

VERRADO WESTERN OVERLAY COMMUNITY
FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By.....
Chairman, Board of Directors

RESOLUTION NO. 06-24 (Verrado Western Overlay)

A RESOLUTION OF THE BOARD OF DIRECTORS OF VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ITS GENERAL OBLIGATION BONDS, SERIES 2024; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A FINANCIAL ADVISOR AND A BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS RELATING TO AND SECURING THE PAYMENT OF THE BONDS, AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; AWARDING THE BONDS TO THE PURCHASER THEREOF; DELEGATING THE AUTHORITY TO APPROVE THE METHOD OF SALE AND TO APPROVE AND DEEM FINAL A FORM OF PRELIMINARY OFFICIAL STATEMENT, IF APPLICABLE; ADOPTING WRITTEN CONTINUING DISCLOSURE COMPLIANCE PROCEDURES IN CONNECTION WITH THE ISSUANCE OF BONDS OF THE DISTRICT; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

BE IT RESOLVED by the Board of Directors (the "*Board*") of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "*District*") as follows:

Section 1. **Findings**.

A. Authorizing Election. Pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("*A.R.S.*"), as amended (the "*Enabling Act*"), and a resolution adopted by the Board, an election was ordered and called on August 7, 2001, to submit to the qualified electors of the District or to those persons who were otherwise qualified to vote (the "*Election*") the question of authorizing the Board to issue general obligation bonds of the District to provide moneys for certain public infrastructure purposes consistent with the General Plan of the District. The Board canvassed the Election and resolved that such bonds were authorized to be issued.

B. Feasibility Report. Pursuant to the Enabling Act, the Board has caused a study of the feasibility and benefits of the projects relating to certain public infrastructure (as defined in the Enabling Act) provided for in the General Plan of the District and to be financed with proceeds of the sale of a portion of such bonds, such study having been prepared by or on behalf of the District and including (i) a description of certain public infrastructure to be acquired and all other information useful to understand the projects, (ii) a map showing, in general, the location of the projects, (iii) the costs of constructing the projects, (iv) an estimate of the cost to acquire, operate and maintain the projects, (v) a map or description of the area to be benefited by the projects, and (vi) a plan for financing the projects (the "*Feasibility Report*"). A public hearing on the Feasibility Report was held May 7, 2024, after publication of notice of the hearing as provided by law. Pursuant to the Enabling Act and a resolution adopted on May 7, 2024, the Feasibility Report was approved in all respects.

C. Bond Authorization. The Board has determined, exercising its sole and unfettered discretion, to authorize the issuance of the general obligation bonds described herein (the "*Bonds*") to provide funds for all or a portion of the public infrastructure and public infrastructure purposes provided for in the Enabling Act and the Feasibility Report, to the extent authorized in the Election.

D. Tax Levy. Upon issuance of the Bonds, the Board (i) shall enter in its minutes a record of the Bonds sold and their numbers and dates and (ii) shall annually levy and cause an ad valorem tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the boundaries of the District sufficient, together with moneys from the sources described herein, to pay Debt Service (as such term is defined in the Enabling Act) when due.

E. Method of Sale. The firm of Hilltop Securities Inc. will serve as the District's financial advisor (the "*Financial Advisor*") with respect to the Bonds, and by this resolution the Board shall delegate authority to the District Treasurer to determine, with the advice of the Financial Advisor, the method of sale of the Bonds.

F. Registrar. Pursuant to the Enabling Act, if the Bonds are sold to the Underwriter (as defined herein) in a negotiated sale, the District has determined to enter into a Bond Registrar, Transfer Agent and Paying Agent Contract, to be dated as of the first day of the month of the dated date of the Bonds (the "*Registrar Contract*"), or such other date as set forth in the Purchase Contract (as defined herein), by and between the District and U.S. Bank Trust Company, National Association, acting as bond registrar, transfer agent and paying agent (the "*Registrar*" and the "*Paying Agent*," as the case may be), to process the issuance, registration, transfer and payment of the Bonds. The Board has determined by this resolution to authorize the issuance and sale of the Bonds and, in order to provide terms for the Bonds and to provide for authentication and delivery of the Bonds, to authorize the execution and delivery of the Registrar Contract. If the Bonds are placed by the Placement Agent (as defined herein), the Registrar Contract may not be required as set forth in the Direct Purchase Agreement (as defined herein).

G. Purchase Contract; Direct Purchase Agreement. The Board intends to issue the Bonds through any or all of the following methods as determined by the District Treasurer, with the advice of the Financial Advisor: (i) selling the Bonds to Raymond James & Associates, Inc. (acting in this capacity, referred to herein as the "*Underwriter*"), through negotiation with the Underwriter and pursuant to a bond purchase agreement, to be dated of even date with the sale of the Bonds to the Underwriter (the "*Purchase Contract*"), in substantially the form now on file with the District Clerk, to be executed and delivered by and between the District and the Underwriter, on such terms as may hereafter be approved by the District Manager or District Treasurer, or (ii) placing the Bonds with one or more financial institutions (collectively, the "*Purchaser*") with the aid of Raymond James & Associates, Inc. (acting in this capacity, referred to herein as the "*Placement Agent*"), pursuant to the terms of a placement agent agreement by and between the District and the Placement Agent (the "*Placement Agent Agreement*"), in the customary form as approved by the District Manager or District Treasurer, the terms of such placement may hereafter be approved by the District Manager or District Treasurer and may be evidenced by a written

certificate, receipt, continuing covenant agreement or other similar purchase commitment for similar placement transactions (collectively, the "*Direct Purchase Agreement*").

H. Qualified Investor. If the Bonds are placed pursuant to a Direct Purchase Agreement with the Purchaser, the Purchaser may be required to execute a Certificate of Qualified Investor in form and substance satisfactory to the District Manager, District Treasurer and Bond Counsel (as defined herein).

I. Bond Documents. There have been placed on file with the District Clerk (i) the proposed form of the Purchase Contract relating to the Bonds (if the Bonds are sold to the Underwriter), (ii) the proposed form of the Registrar Contract (if the Bonds are sold to the Underwriter), (iii) the proposed form of a continuing disclosure undertaking, to be dated the date of delivery thereof and applicable if the Bonds are sold to the Underwriter, and (iv) the proposed form of the Preliminary Official Statement relating to the Bonds if the Bonds are sold to the Underwriter, to be dated the date determined by the District Manager (the "*Preliminary Official Statement*") and which, with such completions and changes as may be necessary will constitute the form of the Final Official Statement (the "*Final Official Statement*"). The documents described in clauses (i) through (iv) of this paragraph, inclusive, are collectively referred to herein as the "Bond Documents." If the Bonds are placed with a Purchaser, "Bond Documents" shall include the Placement Agent Agreement and the Direct Purchase Agreement and shall not include the Purchase Contract, Registrar Contract, continuing disclosure undertaking and Preliminary Official Statement.

J. Authorization to Execute, Issue and Sell. Within and by the parameters set forth in this resolution, the Board shall authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter or Purchaser in accordance with the Purchase Contract or the Direct Purchase Agreement, as applicable, and at such prices, interest rates, maturities and redemption features as may be hereafter determined.

K. Limitations on Indebtedness. The Board hereby finds and determines that (i) the amount of indebtedness evidenced by the Bonds does not exceed the estimated cost of the public infrastructure improvements plus all costs connected with the public infrastructure and public infrastructure purposes and issuance and sale of the Bonds to be financed therewith as indicated in the Feasibility Report and (ii) the total aggregate outstanding amount of the Bonds and bonds previously issued does not exceed 60% of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is acquired by the District with proceeds of the Bonds, all as provided in the Enabling Act. The Board further finds and determines that the indebtedness evidenced by the Bonds will not exceed the 26% limitation set forth in Section 4.4 of the City of Buckeye, Arizona, Policy Guidelines and Application Procedures for the Establishment and Operation of Community Facilities Districts.

Section 2. Authorization; Method of Sale.

A. Authorization. The Board hereby authorizes the Bonds to be executed, issued and sold in the aggregate principal amount of not to exceed $8,500,000, in one or more series on one or more issuance dates. The Bonds shall be executed, issued and sold in accordance

with the provisions of this resolution and the Enabling Act and delivered against payment therefor by the Underwriter or the Purchaser, as applicable. The Bonds so authorized shall be designated "Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024" or such other name as designated in the Purchase Contract or the Direct Purchase Agreement, as applicable. The series designation of the Bonds may change if the Bonds are sold in a later calendar year, and such series designation shall be reflected in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Method of Sale. The District Treasurer is hereby authorized and directed to determine, upon consultation with the Financial Advisor, the method of sale of the Bonds. If the District Treasurer determines to sell the Bonds to the Underwriter via a negotiated sale, the District Treasurer shall, with the assistance of the Financial Advisor, negotiate the prices, interest rates, maturities, and redemption features in conformance with the parameters of this resolution and the District shall execute and deliver the Purchase Contract. If the District Treasurer determines to place the Bonds directly to one or more financial institutions, the District Treasurer is hereby authorized to prepare a request for proposals or similar document with the assistance of the Placement Agent and to receive bids from potential purchasers. In such method of sale, the District Treasurer, with the assistance of the Financial Advisor and the Placement Agent, is hereby authorized and directed to review the bids received and award the Bonds to the most qualified bidder, and such award shall be evidenced by the Direct Purchase Agreement. The District Treasurer may engage in negotiations with one or more bidders as the District Treasurer deems appropriate. The District Treasurer may also reject all bids received. Any bid submitted shall be deemed agreement by the bidder with the terms of this resolution and the bidder's unconditional offer to be bound by the terms of this resolution.

Section 3. Terms.

A. Bonds.

(i) The Bonds will be dated the date set forth in the Purchase Contract or Direct Purchase Agreement, as applicable. The Bonds will mature on July 15 in some or all of the years 2025 to 2044, inclusive, and will bear interest from their dated date to the maturity or prior redemption date of each of the Bonds at the rate or rates set forth in the Purchase Contract or Direct Purchase Agreement, as applicable, provided that the interest rate on the Bonds shall not exceed the rate authorized in the ballot measure approved at the Election.

(ii) The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds, including series designation, purchase price and provision for original issue discount and original issue premium, shall be as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable, and approved as set forth in this resolution and such approval shall be evidenced by the execution and delivery of the applicable Purchase Contract or the Direct Purchase Agreement.

(iii) The Bonds are expected to be initially issued in fully-registered form, and, if purchased by the Underwriter, in book-entry form, in denominations of $5,000 of

principal amount each or integral multiples thereof, equal to the respective year's maturity amount. If the Book-Entry-Only System (as defined herein) is used and then discontinued, the Bonds will be in denominations of $5,000 of principal each or integral multiples in excess thereof (or in such other denominations as set forth in the Purchase Contract). If placed with the Purchaser, the Bonds will be in denominations of $100,000 of principal each or integral multiples of $1,000 in excess thereof (or in such other denominations as set forth in the Direct Purchase Agreement). Interest on the Bonds shall be payable semiannually on each January 15 and July 15 (each an "*Interest Payment Date*") during the term of the Bonds, commencing January 15, 2025 (or on such other date as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable).

(iv) Any default rate or taxable interest rate in the Direct Purchase Agreement shall not exceed six percent (6.00%), and the implementation of any default rate or taxable rate shall not exceed the rate authorized in the ballot approved at the Election.

B. Book-Entry-Only System. If the Bonds are sold to the Underwriter, the Bonds may be administered under the book-entry-only system (the "*Book-Entry-Only System*") described in the Letter of Representations (as defined herein), and so long as the Bonds are administered under the Book-Entry-Only System, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in same-day funds no later than the time established by The Depository Trust Company, New York, New York ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the District and DTC). The District has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of the District's bonds including the Bonds (if sold to the Underwriter in a negotiated sale) and, while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds (if sold to the Underwriter in a negotiated sale).

C. Registration.

(i) If the Bonds are sold to the Underwriter, the Bonds may be registered in the Book-Entry-Only System. If the Book-Entry-Only System is discontinued, the Registrar's registration books shall show the registered owners of the Bonds. While the Bonds are subject to the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. If the Book-Entry-Only System is discontinued, the Bonds will be administered by the Registrar in a manner which assures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds.

(ii) If the Bonds are placed with the Purchaser, the Bonds may be registered in the name of the Purchaser. In the event the Bonds are placed with the Purchaser, the Bonds may not be transferred unless (a) to a transferee that is a Qualified Investor (as defined herein) and provides the District with a completed Certificate of Qualified Investor and (b) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For purposes of the Bonds, if placed with the Purchaser, "Qualified Investor" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified

Investor. The District and the Purchaser may provide other terms and provisions for the signatures, authentication, registration, transfer and exchange of the Bonds in the Direct Purchase Agreement.

D. Payment.

(i) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent by check mailed to the registered owner thereof at such registered owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

(ii) If the Bonds are sold to the Underwriter and the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. Upon written request made 20 days prior to an Interest Payment Date by a registered owner of at least $1,000,000 in principal amount of Bonds outstanding all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such registered owner.

(iii) Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to the Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same-day funds."

(iv) If the Bonds are placed with the Purchaser, the principal and premium, if any, on the Bonds shall be payable upon surrender thereof at the designated office of the District. If the Bonds are placed with the Purchaser, the interest on the Bonds will be payable on each Interest Payment Date by the District by wire transfer to an account within the United States of America designated by the Purchaser, or subsequent transferee, or by check mailed to the Purchaser, or subsequent transferee, at the address on file with the District.

(v) The District and the Underwriter or the Purchaser, as applicable, may provide for other terms for the payment of principal of, premium, if any, and interest on the Bonds and the redemption of the Bonds in the Purchase Contract or the Direct Purchase Agreement, as applicable.

E. Other Terms. The Bonds shall have such other terms and provisions as are set forth in *Exhibit A* hereto and shall be sold under the terms and conditions set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Section 4. Redemption.

A. Optional Redemption. The Bonds may be subject to optional redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as set forth in the Purchase Contract or the Direct Purchase Agreement, as applicable.

Whenever Bonds subject to mandatory redemption are purchased, redeemed (other than pursuant to mandatory redemption) or delivered for cancellation (i) by the District to the Registrar (if the Bonds are sold to the Underwriter) or (ii) by the Purchaser, or subsequent transferee, to the District (if the Bonds are placed with the Purchaser), the principal amount of the Bonds so retired shall satisfy and be credited against the mandatory redemption requirements for such Bonds for such years as the District may direct.

C. Notice of Redemption. (i) If the Bonds are sold to the Underwriter, and so long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC or any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

(ii) If the Bonds are sold to the Underwriter, notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(iii) If the Bonds are placed with the Purchaser, notice of any redemption will be mailed by first class mail, postage prepaid, to the registered owner, at the address shown on file with the District, not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. The Purchaser and the District may agree to additional notice provisions in the Direct Purchase Agreement.

(iv) In either case of a sale of the Bonds to the Underwriter or the placement of the Bonds with the Purchaser, if moneys for the payment of the redemption price of the Bonds and accrued interest are not held in separate accounts by the District or the Paying Agent prior to sending notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force or effect.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Paying Agent or District, as applicable, interest on such Bonds or portions of such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder and

the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. Except as otherwise provided by the Book-Entry-Only System (if the Bonds are sold to the Underwriter), any Bond that is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent or at the designated office of the District, as applicable, and the District shall execute and the Paying Agent or the District, as applicable, shall authenticate and deliver to the registered owner of such Bond, without a service charge, a new Bond or Bonds of the same stated maturity and of any authorized denomination or denominations as requested by such registered owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond or Bonds so surrendered.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the District (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, (a) notice of such redemption has been given in accordance with provisions hereof, or (b) as applicable, the District has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. If the maturing principal on the Defeasance Obligations or other moneys, or both, is sufficient to pay the principal of, premium, if any, and interest on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption, a certificate or report of an accountant shall not be required. Bonds the payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 5. **Use of Proceeds**. The net proceeds from the sale of the Bonds shall be set aside and deposited by the District Treasurer in a separate account and used to provide funds for any and all of the public infrastructure and public infrastructure purposes provided for in the Enabling Act, the Feasibility Report and the Election.

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Purchase Contract or the Direct Purchase Agreement, as applicable, and are approved by those officers executing the Bonds; execution thereof by such officers shall constitute conclusive evidence of such approval. As applicable, the Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. As applicable, each Bond shall show both the date of

the issue and the date of such Bond's authentication and registration. The Bonds are prohibited from being converted to coupon or bearer bonds without the consent of the Board and approval of Bond Counsel. If the Book-Entry-Only System is used and at any time discontinued, the Bonds shall be reissued and transferred in the form of the Bond to be prepared at that time.

Section 7. Execution of Bonds and Bond Documents.

A. Bonds.

(i) The Bonds shall be executed for and on behalf of the District by the District Chair and attested by the District Clerk by their manual or facsimile signatures. If the signatures are affixed or imprinted by facsimile means, the District Chair and District Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, the Bond shall nevertheless be valid.

(ii) If the Bonds are purchased by the Underwriter, no Bond shall be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. If the Bonds are placed with the Purchaser, no Bond shall be valid or binding until authenticated by the manual signature of an authorized officer of the District. The signature of the authorized representative of the Registrar or the District, as the case may be, shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

B. Bond Documents.

(i) The forms, terms and provisions of the Bond Documents in substantially the forms of the Bond Documents (including the exhibits thereto) currently on file with the District Clerk or otherwise described herein, are hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the Bond Documents, which approval will be conclusively demonstrated by the execution thereof, and the District Chair, the District Manager, the District Treasurer and the District Clerk or any of such officers (collectively, the "*Authorized Officers*") are each hereby authorized and directed to execute the Bond Documents, as may be required.

(ii) The Authorized Officers are each hereby authorized and directed to determine and approve the actual dated date, maturity dates and amounts, interest rates, redemption provisions, and the purchase price to be paid by the Underwriter, and the terms of the Placement Agent Agreement and District Purchase Agreement if the Bonds are placed with a Purchaser, and to execute and deliver the Bond Documents in substantially the form on file with the District Clerk with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such agreements on behalf of the District. Execution of the Bond Documents by such officers shall be conclusive evidence of such approval. The District Clerk is authorized and directed to attest such signatures. Where applicable, any of the foregoing officers may affix their signatures by manual, mechanical, facsimile or electronic means.

(iii) In the event any member of the Board or officer of the District is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Board may act in the capacity of such member or officer for the purpose of discharging such obligation or duty.

Section 8. **Mutilated, Lost or Destroyed Bonds**. In case any Bond becomes mutilated or destroyed or lost, the Registrar or the District, as applicable, shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner's paying the reasonable expenses and charges of the District and the Registrar, as applicable, in connection therewith and, in the case of the Bond destroyed or lost, filing with the District and the Registrar, as applicable by the registered owner evidence satisfactory to the District and the Registrar, as applicable, that such Bond was destroyed or lost, and furnishing the District and the Registrar, as applicable, with a sufficient indemnity bond pursuant to A.R.S. § 47-8405, as amended.

Section 9. **Acceptance of Offer; Sale of Bonds; Purchase Contract Approval**.

A. Purchase Contract. As applicable, the Underwriter or the Purchaser shall purchase the Bonds pursuant to the form of Purchase Contract, submitted to and on file with the District Clerk, or Direct Purchase Agreement, as applicable, and such proposal, as supplemented by the final terms as contemplated by this resolution, is hereby authorized and approved. When the final terms of the Bonds are known, the Purchase Contract or Direct Purchase Agreement, as applicable, shall be finalized. The Authorized Officers are each hereby authorized and directed to cause the Purchase Contract or Direct Purchase Agreement, to be completed and executed and to finalize the terms thereof, including, but not limited to, establishing the principal amount of Bonds sold, the maturity amounts, maturity dates, interest rates and optional and mandatory redemption provisions; provided, however, that the parameters of this resolution shall govern the Purchase Contract or Direct Purchase Agreement, as applicable, as finalized; and provided further, that none of the Authorized Officers are authorized to insert in the Purchase Contract or Direct Purchase Agreement, as applicable, any terms or conditions which would be contrary to this resolution. Upon the completion, execution and delivery of the Purchase Contract or Direct Purchase Agreement, as applicable, the Bonds are ordered sold to the Underwriter or Purchaser. The execution and delivery of the Purchase Contract or the Direct Purchase Agreement, as completed, shall be conclusive evidence of such approval of the final terms and provisions.

B. Bond Delivery. The District Treasurer is hereby authorized and directed to cause the Bonds to be delivered to or upon the order of the Underwriter or the Purchaser upon receipt of payment therefor and satisfaction of the other conditions for delivery thereof in accordance with the terms of the Purchase Contract or Direct Purchase Agreement.

C. Discount; Premium. Any other provision of this resolution to the contrary notwithstanding, if the Bonds are sold for less than par, the aggregate amount of discount and interest shall comply with A.R.S. § 48-722, as amended, and any net premium on the Bonds shall be applied in accordance with A.R.S. § 48-722, as amended.

Section 10. **Funds and Accounts**. The District Treasurer shall create the following funds and accounts which shall be held separate and apart and used only as provided herein:

(i) Bond Fund, which shall include:

(a) Principal Account;
(b) Interest Account; and
(c) Redemption Account.

(ii) Acquisition Fund.

(iii) Costs of Issuance Fund.

The money deposited to the various funds and accounts created hereby, together with all investments thereof and investment income therefrom, shall be held in trust by the District and applied solely as herein provided.

Section 11. **Deposits to and Application of Bond Fund**. The District shall deposit or shall cause, at the applicable times set forth below, to be immediately deposited from the tax levy described in Section 16 hereof to the Bond Fund to the credit of the applicable accounts: (i) to the Principal and Interest Accounts, as applicable, on each December 14 and June 14 or, if either such date is not a Business Day (as defined herein), then the first Business Day immediately preceding such date, all amounts collected by or remitted to the District from the collections of taxes levied pursuant to this resolution; (ii) to the Redemption Account, amounts transferred from the Acquisition Fund to the extent hereinafter provided; (iii) to the Redemption Account, amounts transferred from the Principal and Interest Accounts or other funds deposited pursuant to any optional or mandatory redemption of the Bonds; and (iv) such other funds as the District shall, from time to time, at its option deem advisable. The Principal, Interest and Redemption Accounts of the Bond Fund shall be applied solely to pay principal of (including any mandatory redemption amount then due), interest on and the redemption price with respect to the Bonds, respectively.

Section 12. **Deposits to and Application of Acquisition Fund**. The District shall deposit Bond proceeds to the Acquisition Fund in the amount provided in the District's Tax Certificate to be executed and delivered as of the date of initial delivery of the Bonds (the "*Tax Certificate*"). Amounts on deposit in the Acquisition Fund shall be applied by the District in the amounts and to the persons approved by the District to pay all items of expense directly or indirectly relating to the cost of the project and as described in the Feasibility Report upon acceptance of the project by the District. Notwithstanding anything contained in this Section 12, any amounts remaining in the Acquisition Fund after three years from the issuance date of the Bonds shall be transferred to the Redemption Account of the Bond Fund and applied to the redemption of Bonds.

Section 13. **Deposits to and Application of Costs of Issuance Fund**. The money deposited to the Costs of Issuance Fund, together with all investments thereof and investment income therefrom, shall be held in trust by the District. The District shall deposit to the Costs of Issuance Fund (i) the amounts provided in the Tax Certificate and (ii) any funds directly deposited

with the District to pay for costs of issuance of the Bonds. Upon a request for disbursement, amounts on deposit in the Costs of Issuance Fund shall be applied to pay all costs of the issuance and sale of the Bonds. After six months from the issuance date of the Bonds, the District shall transfer any moneys in the Costs of Issuance Fund to the Acquisition Fund.

Section 14. Registrar and Paying Agent.

A. Sale to Purchaser. If the Bonds are sold to the Purchaser, the District may function as the registrar and the paying agent for the Bonds.

B. Sale to Underwriter. If the Bonds are sold to the Underwriter, this Section 14(B) shall apply. If the Book-Entry-Only System is discontinued, pursuant to the Registrar Contract, the Registrar will maintain an office or agency where Bonds may be presented for registration or transfer and the Paying Agent will maintain an office or agency where Bonds may be presented for payment. The District may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the registered owners.

C. Registrar and Paying Agent; Changes. Initially U.S. Bank Trust Company, National Association, will act as, and is hereby designated as, the Registrar and the Paying Agent with respect to the Bonds. The District may change the Registrar or the Paying Agent without notice to or consent of registered owners of the Bonds and the District may act in any such capacity.

D. Moneys Held in Trust. The Paying Agent, and any subsequent paying agent, shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the registered owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

E. Authenticating Agent. The Registrar may appoint an authenticating agent acceptable to the District to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

F. Registration and Transfer of Bonds. The Registrar shall keep a separate register for the Bonds. The register shall show the registered owners of the Bonds and any transfer of the Bonds. When Bonds are presented to the Registrar or a co-registrar with a request to register a transfer, the Registrar shall register the transfer on the proper registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity or payment date and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

G. Record Date. The "*Record Date*" for the Bonds shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*Business Day*")) immediately preceding the applicable Interest Payment Date, or if such date is not a Business Day, the previous Business Day. Bonds presented to the Registrar for transfer after the close of business

on the Record Date and before the close of business on the next subsequent Interest Payment Date will be registered in the name of the transferee but the interest payment will be made payable to and mailed to the Owner shown on the books of the Registrar as of the close of business on the respective Record Date.

H. Transfer after Record Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. The Registrar may but need not register the transfer of a Bond which has been selected for redemption and need not register the transfer of any Bond for a period of 15 days before a selection of Bonds to be redeemed; if the transfer of any Bond that has been called or selected for call for redemption in whole or in part is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with the Bond or Bonds. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the registered owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

I. Authentication of Bonds. The Registrar shall authenticate Bonds for original issue in the aggregate principal amount of not to exceed $8,500,000 upon the written request of the District. The aggregate principal amount of Bonds outstanding at any time may not exceed those amounts except for replacement Bonds as to which the requirements of the Registrar and the District are met.

Section 15. Other Actions Necessary. The Authorized Officers shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by this resolution and the Bond Documents, including without limitation, the execution and delivery of the closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. (The persons who shall so take such actions shall be the persons holding such offices at the time of the initial issuance and delivery of the Bonds.) The District Manager or District Treasurer may agree, on behalf of the District, to provide annual continuing disclosure regarding the District to the Underwriter or the Purchaser, as applicable, and such parties as the Underwriter or the Purchaser may request and to use the services of a dissemination agent to satisfy such request.

Section 16. Tax Levy.

A. Annual Levy. For each year while any Bond is outstanding, the Board shall annually levy and thereafter forward to Maricopa County for collection an ad valorem tax, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any moneys from any sources authorized pursuant to the Enabling Act, pursuant to this resolution and provided for under the Bond Documents, to pay Debt Service when due, and to pay the District's operation and maintenance expenses. In no event shall that portion of the tax rate utilized to pay the operation and maintenance expenses of the District, in any year, exceed $0.30 per $100 of assessed valuation.

B. Deposit to Bond Fund. Moneys derived from the levy of the tax provided for in this Section when collected and allocated to the Bonds constitute funds to pay Debt Service on the Bonds and shall be deposited in the Bond Fund and shall be kept separately from other funds of the District as set forth in Section 11 above (after deduction of the property tax revenues levied and utilized for the payment of the District's operation and maintenance expenses).

C. Annual Statements. The Board shall make annual statements and estimates of the amount to be raised to pay Debt Service on the Bonds and to pay other such costs of the District as are permitted under "public infrastructure purposes" as provided in the Enabling Act. The Board shall file the annual statements and estimates with the District Clerk and shall publish a notice of the filing of the estimate. The Board, on or before the date set by law for certifying the annual budget of the District, shall fix, levy and assess the amounts to be raised by ad valorem taxes of the District and shall cause certified copies of the order to be delivered to the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona (the "*State*"). All statutes relating to the levy and collection of State and county taxes, including the collection of delinquent taxes and sale of property for nonpayment of taxes, apply to the taxes provided for by this Section.

Section 17. No Obligation of City or Other Entity. Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) is pledged to the payment of the Bonds. The Bonds will be obligations of the District only. None of the City of Buckeye, Arizona, the State or any political subdivision thereof (other than the District) will have any obligation with respect to Debt Service for the Bonds.

Section 18. Resolution a Contract. This resolution shall constitute a contract between the District and the registered owners of the Bonds and shall not be repealed or amended in any manner that would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding. The performance by the Board of the obligations in this resolution, the Bonds and the Bond Documents is hereby authorized and approved, and it is ordered and directed to execute, deliver and perform such agreements.

Section 19. Ratification of Actions; Consent.

A. Ratification. All actions of the officers and agents of the District that conform to the purposes and intent of this resolution and that further the issuance and sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the District are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the District as may be necessary to carry out the terms and intent of this resolution.

B. Consent. This Board hereby acknowledges Gust Rosenfeld P.L.C.'s representation of the Underwriter in matters not involving the District or the Bonds and hereby consents to the representation of the District in the matters set forth in this resolution.

Section 20. **Distribution of Disclosure Documents**. If applicable, the preparation and dissemination of the Preliminary Official Statement, in substantially the form currently on file with the District Clerk, is hereby authorized and approved. Its distribution by the Underwriter is hereby authorized and approved and will be used if the Bonds are sold in a negotiated sale. The Preliminary Official Statement shall be in a form that is approved and may be deemed "final" for all purposes of the provisions of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, by any of the Authorized Officers. Any of the Authorized Officers shall approve and cause the Final Official Statement, in substantially the form of the Preliminary Official Statement referred to above, to be prepared and distributed in connection with the sale of the Bonds. The Authorized Officers are each hereby authorized to execute and deliver the Final Official Statement on behalf of the District.

Section 21. **Tax Covenants**.

A. Covenant to Maintain Tax Exemption. In consideration of the purchase and acceptance of the Bonds by the registered owners thereof and, as authorized by A.R.S., Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the District covenants with the registered owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

B. Closing Documents. The Authorized Officers are each hereby authorized to execute and deliver all closing documents incorporating the District's representations necessary to exclude the interest on the Bonds from gross income for federal income tax purposes and other matters pertaining to the sale of the Bonds as required by Bond Counsel. The District Manager, the District Treasurer or a partner of Gust Rosenfeld P.L.C., bond counsel to the District ("*Bond Counsel*"), is authorized to execute and file on behalf of the District information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Internal Revenue Code of 1986, as amended (the "*Code*").

C. Rebate. The Board further authorizes the employment of such experts and consultants to make, as necessary, any calculations in respect of rebates to be made to the United States of America in accordance with Section 148(f) of the Code. The Authorized Officers are each hereby authorized to make any applicable elections necessary to avoid the rebate to the federal government of certain of the investment earnings attributable to the Bonds.

D. Further Acts. The District agrees that it will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; paying to the United States of America any required amounts

representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Bonds; and limiting the use of the proceeds of the Bonds and property financed thereby.

E. Authorized Representatives. The Board hereby authorizes the District Treasurer, or his or her designee, to represent and act for the District in all matters pertaining to the District's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities' requests, reporting requirements and post issuance compliance policies and matters.

Section 22. Qualified Tax-Exempt Obligations. In the event the District Chair, any member of the Board, the District Manager or the District Treasurer determines that the District reasonably expects to issue less than $10,000,000 in principal amount of tax-exempt obligations in this current calendar year, the District may designate the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. If so designated, the District Chair, any member of the Board, the District Manager or the District Treasurer shall certify in the closing certificates that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) that will be issued for or by the District in the current calendar year shall not exceed $10,000,000.

Section 23. Bond Insurance or Credit Enhancement. The Authorized Officers are each hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial to the District by the Authorized Officers to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the District to repay amounts paid thereon by the providers thereof.

Section 24. Severability. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Board hereby declares that it would have adopted this resolution and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 25. Cancellation of Agreement. The District hereby gives notice to the Registrar, the Paying Agent and the Underwriter or Purchaser, as applicable, that A.R.S. § 38-511, provides that, within three years after execution of any agreement, the District may cancel such agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the District or any of its departments or agencies is at any time while the agreement or any extension of the agreement is in effect an employee or agent of the other party to the agreement in any capacity or a consultant to such other party with respect to the subject matter of the agreement.

Section 26. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance of any part thereof.

Section 27. **Limitation on Repeal of Resolution**. After any of the Bonds are authenticated and delivered by the Registrar to the Underwriter, or by the District to the Purchaser, as applicable, upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Bonds and the interest thereon have been fully paid, canceled and discharged.

Section 28. **Written Procedures to Comply with the Rule**. The form of Continuing Disclosure Compliance Procedures Regarding the Securities and Exchange Commission's Rule 15c2-12 in substantially the form attached hereto as *Exhibit B* is hereby approved, and District staff shall follow the procedures set forth therein as they relate to current and future continuing disclosure compliance procedures required by the Bonds, or any other bonds or obligations of the District.

Section 29. **Effective Date**. This resolution shall be effective immediately.

[Signatures on following page]

PASSED AND ADOPTED by the District Chair and Board of Directors of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) on May 7, 2024.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
Chair, District Board

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
Bond Counsel

CERTIFICATE

I, Lucinda J. Aja, the duly appointed District Clerk of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 06-24 (Verrado Western Overlay), was duly passed by the Board of Directors of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent, and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

[Signature page to Resolution]

EXHIBIT A

(Form of Bond)

Number: R-_____ Denomination: _____

[***If the Bonds are sold in a public offering via negotiated sale -*** Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the District or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

[***If the Bonds are privately placed –*** RESTRICTIONS ON TRANSFER. THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," WHICH MEANS A QUALIFIED INSTITUTIONAL BUYER, AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR, THE FORM OF WHICH IS ATTACHED HERETO.]

UNITED STATES OF AMERICA
STATE OF ARIZONA

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) GENERAL OBLIGATION BOND, SERIES 2024

[***If the Bonds are sold in a public offering via negotiated sale***]

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
____%	July 15, ____	_____, 2024	92511R ___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____.00)

[***If the Bonds are privately placed –***]

Interest Rate	Maturity Date	Original Dated Date
[ ]%	[ ]	[ ]

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____ AND NO/100 DOLLARS ($_____)]

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) a community facilities district formed by the City of Buckeye, Arizona, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the "District"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 15 and July 15 of each year, commencing January 15, 2025, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year composed of 360 days consisting of 12 months of 30 days each.

[if bonds privately placed, INSERT DETERMINATION OF TAXABILITY, DEFAULT RATE, EVENT OF DEFAULT, IF APPLICABLE]

Principal of, interest and any premium on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date in accordance with existing arrangements between the District and DTC.

The "*Record Date*" for the bond shall be the close of business on the last day of the calendar month (other than a Saturday, Sunday or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "*business day*")) immediately preceding the applicable interest payment date, or if such date is not a business day, the previous business day.

[if bonds privately placed - Interest payments and principal payments that are part of periodic principal and interest payments shall be received by the registered owner hereof, as shown on the registration books maintained by the District, at the address appearing therein at the close of business on the first day of the calendar month next preceding the interest payment date. Annual payments of principal represented by mandatory sinking fund installments shall not require the surrender of this bond.]

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the District, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the District for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of $_____,000 of like tenor except as to amount, maturity date, interest rate and number issued by the District to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at an election duly called and held in and for the District, pursuant to a resolution of the Board of Directors of the District duly adopted prior to the issuance hereof (the "Resolution"), and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the District sufficient for that purpose, the full faith and credit of the District are hereby irrevocably pledged.

Neither the full faith and credit nor the general taxing power of the City of Buckeye, Arizona, the State of Arizona, or any political subdivision thereof (other than the District) is pledged to the payment of the bonds.

So long as the book-entry-only system is in effect, the registrar shall notify DTC of redemption in the manner required by DTC. If the book-entry-only system is discontinued, notice of redemption of any bond redeemed prior to its stated maturity date shall be mailed by first class mail to each registered owner of the bond or bonds not more than 60 days nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. The registrar also agrees to send notice of redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system in the manner required by the MSRB. Failure to properly give notice of redemption (other than to the MSRB) shall not affect the redemption of any bond for which notice was properly given. If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the District or the paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and the notice shall be of no force and effect. When so called for redemption, the bonds will cease to bear interest on the date fixed for redemption if on that date sufficient funds for such redemption are on deposit at the place of payment.

The registrar and the paying agent on the original issue date is U.S. Bank Trust Company, National Association. The registrar or the paying agent may be changed by the District without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar upon surrender and cancellation of this bond, but only in the manner and subject to the limitation on transfer and upon payment of the charges provided in the Resolution. Upon such transfer a new bond or bonds of the same aggregate principal amount, maturity and interest rate will be issued to the transferee in exchange. The registrar may require an owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the authorizing resolution. Should this bond be submitted to the registrar for transfer during the period commencing after the close of business on the Record Date and continuing to and including the next subsequent interest payment date, ownership will be transferred in the normal manner but the interest payment will be made payable to and mailed to the registered owner as shown on the registrar's books at the close of business on the Record Date.

The registrar may, but need not, register the transfer of this bond if it has been selected for redemption and need not register the transfer of this bond for a period of 15 days before selection of this bond to be redeemed; if the transfer of this bond, after it has been called or selected for call for redemption in whole or in part, is registered, any notice of redemption that has been given to the transferor will be binding upon the transferee and a copy of the notice of redemption will be delivered to the transferee along with this bond. If the registrar transfers or exchanges this bond within the period referred to above, interest on this bond shall be paid to the person who was the owner at the close of business of the registrar on the Record Date as if such transfer or exchange had not occurred.

Notwithstanding any provisions hereof or of the Resolution, however, the obligation of the District to make money available to pay this bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Obligations (as such term is defined in the Resolution) sufficient for such purpose as described in the Resolution.

Bonds of this series are issuable only in fully registered form in the denomination of $5,000 of principal each or integral multiples of $5,000.

The District, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal, interest and any premium and for all other purposes and none of them shall be affected by any notice to the contrary.

[if bonds privately placed - Notwithstanding any other provision of this Bond to the contrary, this Bond is nontransferable unless the transferee or transferees provide the registrar and paying agent a completed certificate of sophisticated municipal market investor or certificate of qualified investor, as the case may be, in the form included in this Bond.

This Bond may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit 1, and who agrees to comply with all applicable federal and state securities laws.]

The District has caused this bond to be executed by the District Chair of its Board of Directors and attested by the District Clerk, which signatures may be manual or by facsimile signatures. This bond is not valid or binding upon the District without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the District and the occurrence of certain other conditions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

_____
District Chair, Board of Directors

ATTEST:

_____
District Clerk

- - - -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - _____ (Custodian) Custodian for _____ (Minor) Under Uniform Gifts/Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received the undersigned subject to the transfer restrictions described in the within bond, hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee):

_____
_

(Print or typewrite Social Security or other identifying number of transferee: _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints (print or typewrite name of attorney) _____ _____, attorney, to transfer the within bond on the book kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Registrar and Paying Agent.

NOTICE: The signature(s) on this assignment must correspond with the name(s) of the registered owner(s) appearing on the face of the within Bond in every particular.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

EXHIBIT 1

[FORM OF CERTIFICATE OF QUALIFIED INVESTOR]

VERRADO WESTERN OVERLAY
COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

Re: $[_____] Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bond, Series 2024

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the above-captioned bond (hereinafter referred to as the "*Bond*"), such Bond being in the original aggregate principal amount of $[_____], bearing the number R-1. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with a present intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bond, the undersigned shall comply with all provisions of the resolution of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "*District*") authorizing the issuance of the Bond, adopted on _____, 2024 (the "*Resolution*"). The undersigned understands that, unless the Board of Directors of the District terminates the transfer restrictions described in the Resolution and herein, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter substantially in the form of this letter and promptly provide such letter to the District before any transfer of the Bond to such transferee will be registered. [The Bond may only be transferred in whole (and not in part)].

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "*Qualified Investor*").

4. The undersigned understands that: (i) the Resolution and the Bond are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bond are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bond must comply with federal and state securities laws, (iv) any sale or transfer of the Bond, or interests therein, must be to Qualified Investors, (v) the Bond will not be listed on any stock or other securities exchange, (vi) the Bond will not carry any bond rating from any rating service, (vii) the Bond is not likely to be readily marketable, and (viii) the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in that act.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bond or an interest therein by the undersigned, and agrees to hold the District harmless for, from and against any and all liabilities

claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its purchase decision and after such evaluation, the undersigned understood and knew that the purchase of the Bond involved certain risks, including, but not limited to, limited security and source for payment of the Bond, the status of development and its impact on the collection of ad valorem taxes for payment of the Bond, and the probable lack of any secondary market for the Bond. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bond and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in purchasing the Bond. Other than information specifically provided by the District, the undersigned is not relying on the District in making its decision to purchase the Bond.

7. The undersigned acknowledges that the District and the respective officers, directors, board members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bond.

Dated: _____.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

EXHIBIT B

CONTINUING DISCLOSURE COMPLIANCE PROCEDURES REGARDING THE SECURITIES AND EXCHANGE COMMISSION'S RULE 15c2-12 FOR THE VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

Date of Implementation: May 7, 2024.

In connection with its issuance of bonds or other obligations, the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "*District*") has adopted and/or will adopt a Continuing Disclosure Certificate in connection with each series of publicly sold bonds or obligations (each a "*Certificate*" and collectively, the "*Certificates*"). The Certificates require the District to file annually audited financial statements and certain financial and operating information and operating data (the "*Annual Reports*"), as well as to report certain financial events. The procedures described below (the "*Procedures*") are intended to help the District maintain compliance with the Certificates. The District may have other reporting obligations in connection with various loans and privately sold bonds or obligations; these Procedures are not intended to apply to requirements related to transactions for which no Certificate was adopted.

1. Responsible Officers and Employees

The implementation and consistent execution of these procedures are extremely important. One employee of the District should be given primary responsibility for compliance with these Procedures (the "*Disclosure Coordinator*"), and at least two employees (who may include the Disclosure Coordinator, referred to herein collectively as the "*Disclosure Officials*") should be familiar with and trained to implement these Procedures at all times. When Disclosure Officials end their employment with the District, new Disclosure Officials should be named in their place. Typically, this responsibility will be assigned based on role or title, but the District may assign responsibility to any appropriate employee. New Disclosure Officials should be briefed on the Certificates, dates, reports, and reminder systems described in these Procedures.

As of the Date of Implementation, the Disclosure Officials are the District's:

District Treasurer (Disclosure Coordinator)
[Special Districts Accountant/District Clerk]

2. Active Certificates and Financial Obligations

The District is obligated to comply with the requirements of a Certificate from the time the District adopts the Certificate until the earlier of (i) the date that the last of the bonds or obligations listed in the Certificate are paid or (ii) the date that the bonds or obligations listed in the Certificate are defeased or refunded. Certificates between these two dates are "*Active Certificates*". As of the

Date of Implementation, the District has or expects to have the Active Certificates listed in Schedule I.

The Certificates entered into after February 26, 2019, require disclosure of facts relating to certain financial obligations (see Section 4 below). For purposes of these Procedures, "*Financial Obligation*" means, with the exception of bonds or obligations for which the District provided a final official statement to the Municipal Securities Rulemaking Board ("*MSRB*") consistent with the United States Securities and Exchange Commission's Rule 15c2-12 (the "*Rule*"):

(i) a debt obligation;
(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or
(iii) a guarantee of (i) or (ii).[1]

"*Active Financial Obligations*" are those Financial Obligations which are enforceable against the District and for which the District has not already made all required payments. A list of Active Financial Obligations, in the form set forth in Schedule II, is on file with the District.

The Disclosure Coordinator should maintain an updated list of Active Certificates and Active Financial Obligations, including the information listed in Schedules I and II, and review the list periodically to ensure accuracy. When the District enters into a new Financial Obligation, the Disclosure Coordinator will ensure timely reporting (see Section 4 below), as applicable.

3. Annual Reports

Compliance with the Certificates includes ensuring that all of the tables and information required by Section 4 of the Certificates are included in the Annual Reports. In each case, the information required by the Certificates should be filed no later than the reporting date listed within each Certificate (the "*Annual Reporting Date*") of each fiscal year while the District's bonds or obligations require such Annual Reports.

To ensure that the Annual Reports are submitted in a timely manner, the earliest Annual Reporting Date should be put into a reminder system, such as a docket, diary or tickler, which is maintained by a minimum of two people (typically, the Disclosure Officials). When those listed on the reminder system leave the District's employment, new names *must* be added.

The MSRB allows the District to schedule automated e-mail reminders for these Annual Reports through its Electronic Municipal Market Access system ("*EMMA*"). The District can add up to three e-mail recipients, so the Disclosure Officials and/or other staff may be included on the reminders.

Note: Some issuers of bonds or obligations engage an auditor or a dissemination agent to make the EMMA filings. If the District has such an agreement, the District is still responsible if the auditor or dissemination agent fails to timely file the required Annual Report. Thus, even if

[1] See Securities and Exchange Commission Release No. 34-83885, effective October 30, 2018, for additional information.

the auditor or dissemination agent agrees to make the required filings, the District must comply with the Annual Reporting Date and inquire of the District's auditor or dissemination agent to determine if the filing deadline will be, and ultimately is, met. If there is a substantial risk that the deadline will not be met, it is the District's responsibility – *not* that of the District's auditor or dissemination agent – to file a notice with EMMA indicating that the deadline will not be met and an estimate as to when the Annual Report will be filed. If audited financial statements are not available by the Annual Reporting Date, unaudited financial statements must be filed by the Annual Reporting Date until audited financial statements are available. Such unaudited financial statements may be filed separately or together with the other financial and operating data.

4. Listed Events

The District is required to file notices of "*Listed Events*" with EMMA within ten (10) business days of such events or occurrences. Please note that Listed Events enumerated in the District's existing and future Certificates may differ. The District should provide notice of the Listed Events from all Certificates. Typically, the most recent Certificate will provide the broadest requirements and can serve as a reference. Required Listed Events are defined by the United States Securities and Exchange Commission's Rule 15c2-12 (the "*Rule*"), which may be revised or amended in the future. As a result, future Certificates may require the reporting of a different set of Listed Events. The District should check with its bond counsel at the time future bonds or obligations are issued to determine if the Listed Events have been changed and if the later Certificate differs from the District's current Certificates. The Listed Events that require notice are listed in Section 5 of the Certificates. Currently, the Rule requires reporting of the following Listed Events:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities, or other material events affecting the tax status of the securities;
7. Modifications to rights of securities holders, if material;
8. Securities calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the District[2];

13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action nor the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. The incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect securities holders, if material; and

16. A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

"Materiality" will be determined in accordance with the applicable federal securities laws.

Whenever any officer or employee of the District becomes aware of any event that may qualify as a Listed Event, the officer or employee should immediately notify the Disclosure Officials in order to facilitate prompt filing of a notice. If the Disclosure Officials are uncertain as to whether an event qualifies as a Listed Event, including whether a transaction qualifies as a Financial Obligation, or whether an event or Financial Obligation is material, they should contact bond counsel.

[2] For the purposes of the event identified in Section 4(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

SCHEDULE I

The District has the following Active Certificates as of the Date of Implementation.

Series of Bonds or other Obligations	**Certificate Date**	**Annual Reporting Date**	**Final Maturity Date**
District General Obligation Refunding Bonds, Series 2019 (Private Placement)	10/29/2019	N/A	07/15/2033

The District expects to adopt the following Certificates.

Series of Bonds or other Obligations	**Certificate Date***	**Annual Reporting Date**	**Final Maturity Date***
General Obligation Bonds, Series 2024	_____, 2024	February 1	July 15, 20__

*Anticipated

SCHEDULE II

Name of Obligation:		Dated:
Original Principal Amount:	Interest Rate:*	Final Payment Date:
Other Material Terms:		
Amortization Schedule		
Maturity	Principal	Interest

*If variable, include method of computation.

Name of Obligation:		Dated:
Original Principal Amount:	Interest Rate:*	Final Payment Date:
Other Material Terms:		
Amortization Schedule		
Maturity	Principal	Interest

*If variable, include method of computation.

APPENDIX

The following materials are intended to serve as a quick reference for Disclosure Officials. The EMMA website is subject to modification by the MSRB. The District's Disclosure Officials should update this information as necessary.

The District's Base CUSIP–6 number: 92511R

How to schedule alerts for Annual Reports:

To schedule the alerts, access EMMA at www.emma.msrb.org and click on the EMMA Dataport tab. Click on the "Login" button and enter your login information (User ID and password). From the Continuing Disclosure tab of the EMMA Dataport Submission Portal, click on "Schedule and manage e-mail reminders for recurring financial disclosures." Click the "Create Reminder" link to access the scheduling form.

How to file notices of "Listed Events" with EMMA:

First, please save the Listed Events notice on your computer in a PDF, word-searchable format. You will also need the information contained in the Listed Events notice, so please print out a copy of the Listed Events notice.

1. Login to EMMA at http://dataport.emma.msrb.org/
2. Click CREATE Continuing Disclosure Submission
3. Check Event Filing, click Next
4. Check "Type of Event" – In the description box type: "[type of notice]"
5. Check "I don't know my CUSIP–9s" and then use the District's base CUSIP number to find the affected certificates of participation, bonds or obligations
6. Check "all issues for issuer", click Next
7. Click upload
8. Update contact information, if necessary
9. Upload the Listed Events notice
10. Click preview
11. Publish the documents to EMMA
12. Print receipt and save in your certificate of participation or bond documents for the life of the certificates, bonds or obligations

Please note there is only a limited save option on EMMA. Therefore the District will not be able to start entering the information, exit and continue later.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2024

NEW ISSUE - BOOK-ENTRY-ONLY **RATING: See "RATING" herein.**
INSURANCE: See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District, as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, interest income on the Bonds is exempt from Arizona income taxes. See "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT" and "BOND PREMIUM" herein. The Board of Directors has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, which relates to the ability of certain financial institutions to deduct interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. The Board of Directors, through one or more of its representatives, will represent and warrant that it does not reasonably anticipate that the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2024 will exceed $10,000,000. See "QUALIFIED TAX-EXEMPT OBLIGATIONS" herein.

DRAFT
04-12-24

$8,290,000*
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

Dated: Date of initial delivery *Due: As shown on the inside front cover page*

The $8,290,000* principal amount of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "District") General Obligation Bonds, Series 2024 (the "Bonds"), will be issued in the form of fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, and will be available initially to ultimate purchasers through the book-entry-only system maintained by DTC in amounts of $5,000 of principal each or integral multiples in excess thereof due on specified maturity dates. Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025*. Payments of principal and interest will be paid by wire transfer to DTC for subsequent disbursements to DTC participants which will remit such payments to the beneficial owners of the Bonds. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM."

SEE INSIDE FRONT COVER PAGE FOR MATURITY SCHEDULE

The Bonds are authorized pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "Enabling Act"), and an election held on August 7, 2001, in and for the District. The Bonds will be issued pursuant to a resolution of the Board of Directors of the District adopted on May 7, 2024*. The Bonds will be payable as to both principal and interest from *ad valorem* taxes to be levied on all taxable property within the boundaries of the District, without limitation as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" herein.

Certain of the Bonds will be subject to redemption by the District prior to their stated maturity dates as described under "THE BONDS – Redemption Provisions" herein*.

Proceeds of the sale of the Bonds will be used to finance the acquisition of certain public infrastructure by the District and pay certain costs of issuance of the Bonds.

The District intends to apply, or has applied, to bond insurance companies (each a "Bond Insurer") for a municipal bond insurance policy (the "Policy") for the Bonds. If the Policy is purchased it will be to guarantee the scheduled payments of principal and interest on the Bonds and issued by the Bond Insurer concurrently with the delivery of the Bonds. See "BOND INSURANCE" and "RISK FACTORS RELATED TO BOND INSURANCE" herein.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF BUCKEYE, ARIZONA, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) NOR THE FULL FAITH AND CREDIT OF THE DEVELOPER (AS DEFINED HEREIN) WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY OF BUCKEYE, ARIZONA, THE DEVELOPER, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

The Bonds will be offered when, as and if issued by the District and received by the underwriter identified below (the "Underwriter") and subject to the legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed upon for the District by its counsel, Gust Rosenfeld P.L.C., Phoenix, Arizona, for the Underwriter by its counsel, Greenberg Traurig, LLP, Phoenix, Arizona, and for DMB White Tank, LLC by its counsel, Berens Blonstein PLC, Scottsdale, Arizona. It is expected that delivery of the Bonds will be made through the facilities of DTC on or about September 12, 2024*.

This cover page contains certain information for general reference only. It is not a summary of the issue of which the Bonds are a part. Investors are advised to read this Official Statement in its entirety to obtain information essential to the making of an informed investment decision with respect to the Bonds.

RAYMOND JAMES®

* Subject to change.

$8,290,000*
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

MATURITY SCHEDULE*

Year (July 15)	Principal Amount	Rate	Yield	CUSIP® (a) No. (Base 92511R)
2025	$420,000	%	%	
2026	45,000			
2027	45,000			
2028	40,000			
2029	35,000			
2030	35,000			
2031	35,000			
2032	25,000			
2033	25,000			
2034	550,000			
2035	575,000			
2036	605,000			
2037	635,000			
2038	660,000			
2039	685,000			
2040	715,000			
2041	740,000			
2042	775,000			
2043	805,000			
2044	840,000			

$__,000 Term Bonds @ ____% Due July 15, 20__ - Yield ____% - ____

$__,000 Term Bonds @ ____% Due July 15, 20__ - Yield ____% - ____

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* Subject to change.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

DISTRICT BOARD

Eric Orsborn, *District Board Chairman*
Tony Youngker, *District Board Member*
Clay Goodman, *District Board Member*
Jeanine Guy, *District Board Member*
G. Patrick HagEstad, *District Board Member*
Michelle Hess, *District Board Member*
Craig Heustis, *District Board Member*

DISTRICT STAFF

Daniel Cotterman, *District Manager*
William Kauppi, *District Treasurer*
Lucinda Aja, *District Clerk*

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

BOND REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association
Phoenix, Arizona

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, should be considered in its entirety, and no one subject should be considered less important than another by reason of location in the text. Brief descriptions of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "District"), the District's General Obligation Bonds, Series 2024 (the "Bonds"), the hereinafter described Bond Resolution, the security for the Bonds and other information are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bonds, the Bond Resolution and any other documents are qualified in their entirety by reference to such documents, copies of which may be obtained from Raymond James & Associates, Inc. (the "Underwriter"), at 8501 North Scottsdale Road, Suite 250, Scottsdale, Arizona 85253.

The information set forth herein has been obtained from the District, the Developer and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Underwriter or Hilltop Securities Inc. (the "Financial Advisor"). This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions or that they will be realized. The presentation of information, including tables of *ad valorem* tax rates and general obligation bonded indebtedness, in this Official Statement is intended to show recent historical information and, except as expressly stated otherwise, is not intended to indicate future or continuing trends. No representation is made that the past experience shown by such information will necessarily continue or be repeated in the future.

The Underwriter has provided the following sentence for inclusion in this Official Statement: "The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the underwriter does not guarantee the accuracy or completeness of such information."

The presentation of information, including tables of receipts from taxes and other sources, shows recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the District. All information, estimates and assumptions contained herein are based on past experience and on the latest information available and are believed to be reliable, but no representations are made that such information, estimates and assumptions are correct, will continue, will be realized or will be repeated in the future. To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of these statements have been or will be realized. All forecasts, projections, opinions, assumptions or estimates are "forward looking statements" that must be read with an abundance of caution and that may not be realized or may not occur in the future. Information other than that obtained from official records of the District has been identified by source and has not been independently confirmed or verified by the District, the Financial Advisor or the Underwriter, or any of their respective counsel, including Bond Counsel and counsel to the Underwriter, and its accuracy cannot be guaranteed. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto will, under any circumstances, create any implication that there has been no change in the affairs of the District or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities law, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

The District will undertake to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING DISCLOSURE" and in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," all pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM THE INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS, AND THE UNDERWRITER MAY OVERALLOT OR ENGAGE IN TRANSACTIONS INTENDED TO STABILIZE THE PRICES OF THE BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET IN ORDER TO FACILITATE THEIR DISTRIBUTION. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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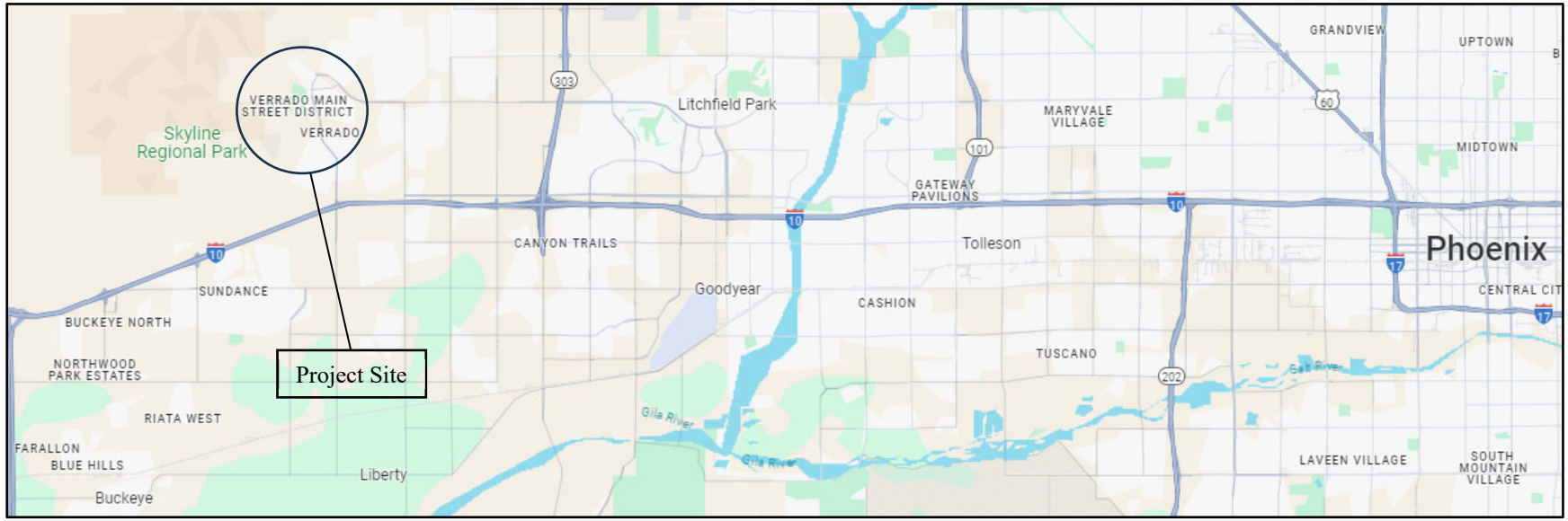
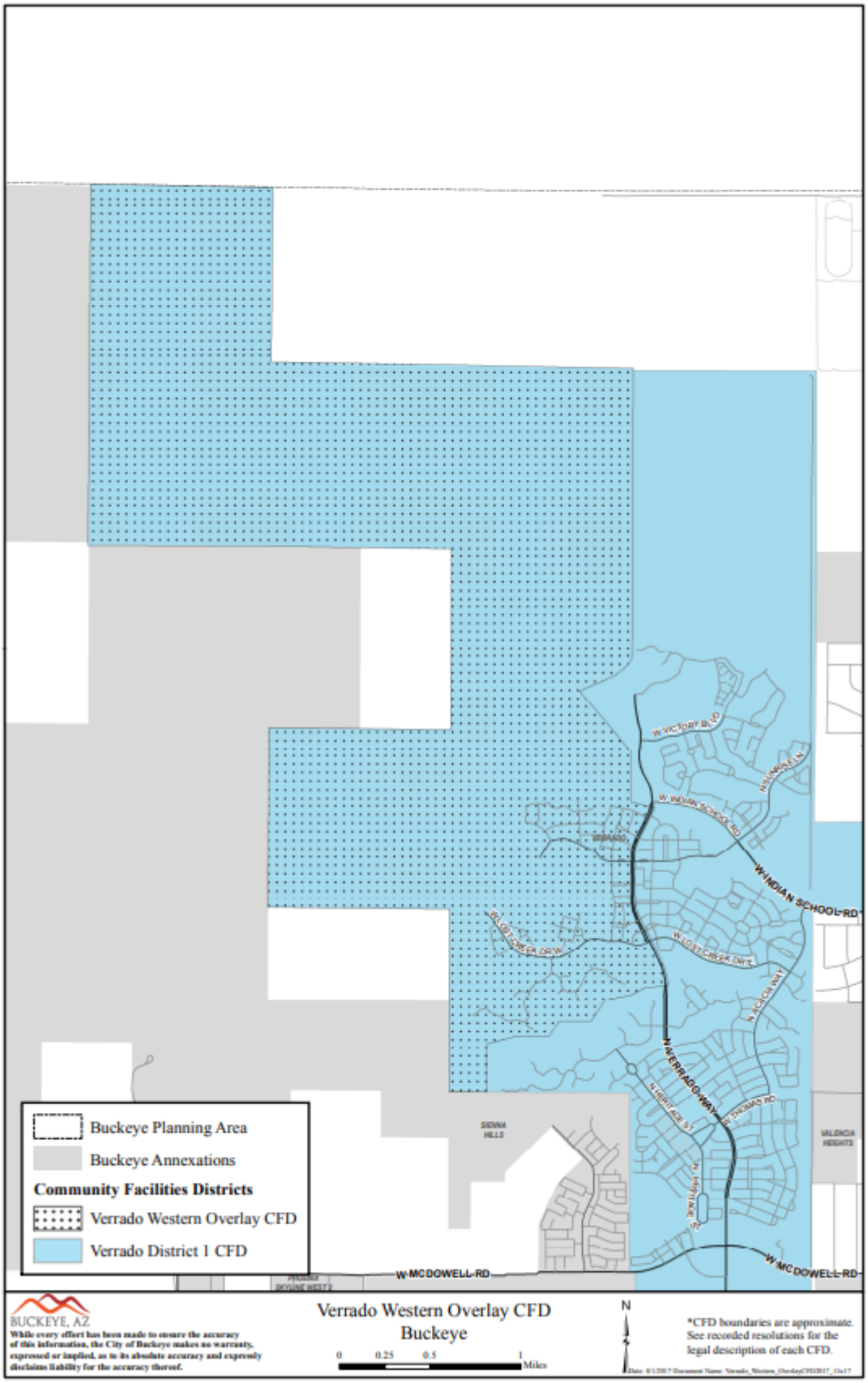
APPENDIX E:	AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023
APPENDIX F:	SPECIMEN MUNICIPAL BOND INSURANCE POLICY

MAP SHOWING LOCATION OF THE DISTRICT
WITHIN METROPOLITAN PHOENIX AREA



MAP OF THE DISTRICT BOUNDARIES



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OFFICIAL STATEMENT

$8,290,000*
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, provides certain information concerning the issuance of $8,290,000* aggregate principal amount of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "District") General Obligation Bonds, Series 2024 (the "Bonds").

THE DISTRICT

Pursuant to the Community Facilities District Act of 1988, constituting Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "Enabling Act"), and in response to a petition filed by DMB White Tank, LLC, an Arizona limited liability company (the "Developer"), the Mayor and Council of the Town of Buckeye, Arizona (the "Town"), adopted a resolution on June 19, 2001, which formed the District. Certain adjustments of the District boundaries were approved by the Board (defined herein) on February 15, 2002. Effective January 1, 2014, the Town organized as a city and became the City of Buckeye, Arizona (the "City"), the successor in interest to the Town. See APPENDIX A – "INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA" for information about the City.

The master-planned residential and commercial development project known as Verrado (the "Project" or "Verrado") is approximately 30 miles west of downtown Phoenix located just north of Interstate 10 within the City. The Project encompasses approximately 8,800 acres in total; the District comprises 4,926 acres within the Project. Simultaneously with the formation of the District, in June 2001, the Town also formed the Verrado District 1 Community Facilities District ("Verrado District 1") which comprises all 8,800 acres included in the Project. All of the District is located within and overlaps a portion of Verrado District 1. See the map on page (iv) with respect to the location of the District and the boundaries of the District on page (v).

The District is a special purpose, tax levying public improvement district for purposes of the constitution of the State of Arizona (the "State" or "Arizona") and a municipal corporation for certain purposes of the laws of the State. Except as otherwise provided in the Enabling Act, the District is considered to be a municipal corporation and political subdivision of the State, separate and apart from the City. The Mayor and Council of the City serve, *ex officio*, as members of the Board of Directors of the District (the "Board"), and the City Manager of the City serves as the District Manager.

Pursuant to the terms of certain development agreements among the City, the Developer and the District, the District has provided financing for the acquisition of certain public infrastructure necessary for development of the land within the boundaries of the District. See "LAND DEVELOPMENT" herein. The District has the authority, with voter approval, to issue general obligation bonds payable from *ad valorem* taxes levied on all taxable property within the boundaries of the District, without limitation as to rate or amount, to finance, among other things, the acquisition costs of public infrastructure purposes within the District, including incidental costs and the costs of issuing bonds. See "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS– Additional General Obligation Bonded Indebtedness of the District" herein. The District also levies an *ad valorem* property tax of $0.30 per $100 of Net Limited Assessed Property Value (as defined herein), the proceeds of which are used to pay a portion of the operation and maintenance expenses of the District (the "Operation and Maintenance Tax").

THE BONDS

Authority and Election

The Bonds are authorized pursuant to the Enabling Act and an election held on August 7, 2001 (the "Election"). The Bonds will be the second series of bonds issued pursuant to the authorization approved at the Election, and, after issuance of the Bonds, $38,710,000* principal amount of general obligation bonds of the District will remain authorized but unissued. Such remaining authorized but unissued amount may be subject to further reduction based on the amount of

* Subject to change.

net premium on the general obligation bonds of the District. Additional indebtedness could be authorized for the District in the future pursuant to other elections. The Bonds are being issued in order to (i) finance a portion of the cost for the District to acquire the Public Infrastructure Financed by the Bonds (as defined herein) from the Developer and (ii) pay certain costs of issuance of the Bonds. See "PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS."

The Bonds will be issued pursuant to a resolution adopted by the Board on May 7, 2024* (the "Bond Resolution").

See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District" and "OVERLAPPING, ADDITIONAL AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Additional General Obligation Bonded Indebtedness of the District."

General Description

The Bonds will be dated the date of their initial delivery, and will mature and bear interest at the rates as set forth on the inside front cover page of this Official Statement.

Interest on the Bonds will be paid semiannually on January 15 and July 15 of each year, commencing January 15, 2025* (each such date being referred to herein as an "Interest Payment Date"). The Bonds will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for or, if no interest has been paid, from the date of their initial delivery, calculated on the basis of a 360-day year of twelve 30-day months. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM." The District has chosen the close of business on the last day of the calendar month (other than a Saturday, Sunday, or a legal holiday or equivalent (other than a moratorium) for banking institutions generally (a "Business Day")) next preceding the applicable Interest Payment Date, or if such day is not a Business Day, the previous Business Day, as the record date for the Bonds (the "Record Date").

The principal of, redemption price for and interest on the Bonds will be payable when due to Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as the securities depository of the Bonds for a book-entry-only system (the "Book-Entry-Only System"). The Bonds will be available initially to ultimate purchasers under such system in amounts of $5,000 of principal each or integral multiples in excess thereof due on specified maturity dates. No document of any nature whatsoever need be surrendered as a condition to payment of the principal of and interest on the Bonds. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM."

Bond Registrar and Paying Agent

U.S. Bank Trust Company, National Association, will serve as the initial bond registrar, transfer agent and paying agent (the "Bond Registrar and Paying Agent") for the Bonds. The District may change the Bond Registrar and Paying Agent without notice to or consent of the owners of the Bonds.

Redemption Provisions

Optional Redemption. The Bonds maturing before or on July 15, 20__ will not be subject to redemption prior to their maturity. The Bonds maturing on or after July 15, 20__ will be subject to redemption prior to maturity, at the option of the District, in whole or in part from maturities selected by the District on July 15, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed, plus interest accrued to the date fixed for redemption but without premium.

Mandatory Redemption. The Bonds maturing on July 15 of the following years will be redeemed from funds of the District prior to maturity on July 15 of the following years and in the following principal amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent Interest Payment Date to the redemption date, but without premium:

* Subject to change.

Term Bonds due July 15, 20__*

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000 (maturity)

Term Bonds due July 15, 20__*

Year	Principal Amount
	$___,000
	___,000
	___,000
	___,000 (maturity)

Whenever Bonds are redeemed (other than pursuant to mandatory redemption) or are delivered to the Bond Registrar and Paying Agent for cancellation, the principal amount of the Bonds of such maturity so retired shall satisfy and be credited against the mandatory redemption requirements for such maturity on a pro rata basis, to the extent practicable provided, however, that each remaining mandatory payment shall be in an amount of at least $5,000 of principal.

Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. See APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM." If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bond Registrar and Paying Agent not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be provided as set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING," but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by the District or the Bond Registrar and Paying Agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Effect of Redemption. On the date designated for redemption, the Bonds or portions thereof to be redeemed will become and be due and payable at the redemption price for such Bonds or portions thereof, and, if monies for payment of the redemption price are held in a separate account by the Bond Registrar and Paying Agent, interest on such Bonds or portions thereof to be redeemed will cease to accrue, such Bonds or portions thereof will cease to be entitled to any benefit or security under the Bond Resolution, the owners of such Bonds or portions thereof will have no rights in respect thereof except to receive payment of the redemption price thereof and such Bonds or portions thereof will be deemed paid and no longer outstanding. DTC's practice is to determine by lot the amount of each Direct Participant's (as defined in APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM") proportionate share that is to be redeemed.

Redemption of Less than All of a Bond. The District may redeem any amount which is included in a Bond that is subject to prior redemption in a denomination equal to or in excess of, but divisible by, $5,000. In the event of a partial redemption, the Bond will be redeemed in accordance with DTC's procedures. In the event of a partial redemption after the Book-Entry-Only System is discontinued, the registered owner will submit the Bond for partial redemption and the

* Subject to change.

Bond Registrar and Paying Agent will make such partial payment and will cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

Registration and Transfer When Book-Entry-Only System Has Been Discontinued

If the Book-Entry-Only System is discontinued, the Bonds will be transferred only upon the bond register maintained by the Bond Registrar and Paying Agent and one or more new Bonds, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Bond or Bonds will be authenticated, upon surrender to the Bond Registrar and Paying Agent of the Bond or Bonds to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Bond Registrar and Paying Agent's requirements for transfer are met. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds during the period from the Record Date to and including the respective Interest Payment Date. The Bond Registrar and Paying Agent may, but is not required to, transfer or exchange any Bonds that have been selected for prior redemption.

The transferor will be responsible for all fees, taxes and any other costs relating to the transfer of ownership of individual Bonds.

SOURCES AND APPLICATION OF FUNDS*

Sources		
Par Amount of Bonds	$	8,290,000.00
Developer Contribution		
[Net] Original Issue Premium (a)		
Total	$	
Applications		
Acquisition of Public Infrastructure	$	
Payment of Costs of Issuance (b)		
Total	$	

(a) Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.

(b) Includes [bond insurance premium, if any, and] compensation and costs of the Underwriter (as defined herein) with respect to the Bonds.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

General

The Board will annually levy and cause an *ad valorem* tax to be collected, at the same time and in the same manner as other taxes are levied and collected on all taxable property in the District, sufficient, together with any amounts from the sources described in the Enabling Act and available pursuant to the Bond Resolution, to pay debt service with respect to the Bonds (whether at maturity or prior redemption) when due, such *ad valorem* tax to be unlimited as to rate or amount. Amounts derived from the levy of such tax when collected constitute funds to pay the debt service on the outstanding general obligation bonds of the District, including debt service with respect to the Bonds, and will be kept separately from other funds of the District. With respect to *ad valorem* property taxes, the outstanding general obligation bonds of the District and the Bonds will be payable from such taxes on the same basis as issues of general obligation bonds of the District which may be issued in the future. In addition to the levy of *ad valorem* property taxes for the payment of debt service on the Bonds, the Board also levies the Operation and Maintenance Tax. See TABLE 7 herein for information regarding the outstanding general obligation bonds of the District. See also "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Additional General Obligation Bonded Indebtedness of the District."

* Subject to change.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) NOR THE FULL FAITH AND CREDIT OF THE DEVELOPER WILL BE PLEDGED TO THE PAYMENT OF THE BONDS. THE BONDS WILL BE OBLIGATIONS OF THE DISTRICT ONLY. NONE OF THE CITY, THE DEVELOPER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE DISTRICT) WILL HAVE ANY OBLIGATION WITH RESPECT TO DEBT SERVICE FOR THE BONDS.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from *ad valorem* taxes on taxable property in the District, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

Ad Valorem Property Taxation in the District

Taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special service districts such as sanitary, fire, road improvement and career technical education districts are "secondary taxes." See "Primary Taxes" and "Secondary Taxes" below.

Taxable Property. Real property and improvements and personal property are either valued by the Assessor of Maricopa County, Arizona (the "County") or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value. In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value. In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes ("A.R.S."). Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or a similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than 15% of the Full Cash Value. (Limited Property Value of property that has been split, subdivided or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions. The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value

of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the District.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios. All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE 1

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2020	2021	2022	2023	2024
Mining, utilities, commercial and industrial (b)	18.0%	18.0%	17.5%	17.0%	16.5%
Agricultural and vacant land	15.0	15.0	15.0	15.0	15.0
Owner occupied residential	10.0	10.0	10.0	10.0	10.0
Leased or rented residential	10.0	10.0	10.0	10.0	10.0
Railroad, private car company and airline flight property (c)	15.0	15.0	15.0	15.0	15.0

(a) Additional property classifications exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) The assessment ratio for this property classification will decrease to 16% for tax year 2025, 15.5% for tax year 2026 and 15% for each tax year thereafter.

(c) This percentage is determined annually pursuant to A.R.S. § 42-15005.

Source: *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

Primary Taxes. Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Limited Assessed Property Value. "Net Limited Assessed Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner occupied residential property only, for purposes other than voter-approved bonded indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes. Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, and the maintenance and operation of special purpose districts such as sanitary, fire, road improvement, and career technical education districts, and the taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Limited Assessed Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bond indebtedness and overrides and certain special district assessments.

Tax Procedures. The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County. (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years and liens imposed by the United States. Set forth in TABLE 2 is a record of property taxes levied and collected in the District for a portion of the current fiscal year and the previous five fiscal years.

TABLE 2

Real and Secured Property Taxes Levied and Collected
Verrado Western Overlay Community Facilities District

Fiscal Year	District Tax Rate	Real and Secured Personal Property Tax Levy (b)	Collected to June 30 End of Fiscal Year (a)		Total Collections through January 31, 2024	
			Amount	Percent of Adj. Levy	Amount	Percent of Tax Levy (c)
2023/24	$2.6493	$655,088	(d)		$388,520	59.31%
2022/23	2.7238	624,679	$606,549	97.10%	618,902	99.08
2021/22	2.9410	540,429	529,299	97.94	540,312	99.98
2020/21	3.3962	584,562	567,118	97.02	584,580	100.00
2019/20	4.4971	717,656	699,107	97.42	717,677	100.00
2018/19	4.6826	672,719	661,344	98.31	669,705	99.55

(a) Reflects collections made through the end of the Fiscal Year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1; the second installment is due on March 1 and becomes delinquent on May 1. Delinquent taxes are subject to an interest and penalty charge of 16% per annum, which is prorated at a monthly rate of 1.333%. Interest and penalty collections for delinquent taxes are not included in the collection figures above but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

(b) Tax levy is as reported by the Treasurer as of August of each tax year. Amount does not include adjustments made to levy amounts after the August report. The District's tax levy includes the amount necessary for debt service as well as the Operation and Maintenance Tax.

(c) Total collections as percent of tax levy shown are based on the original levy set by the County and do not reflect adjustments.

(d) In the process of collection.

Source: Office of the Treasurer of the County.

Delinquent Tax Procedures. The property taxes due the District are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum, prorated monthly at a rate of 1.33% as of the first day of each subsequent month. (Interest and penalties for delinquent taxes are waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of

the tax collection period, the Treasurer of the County prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer of the County to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the District. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter (as defined herein), the Financial Advisor (as defined herein), the Developer or their respective agents, consultants or counsel, including Bond Counsel and counsel to the Underwriter, has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent tax years. See "RISK FACTORS – Bankruptcy and Foreclosure Delays."

TABLE 3

Net Limited Assessed Property Value by Property Classification
Verrado Western Overlay Community Facilities District

Class	2024/25 (a)	2023/24	2022/23	2021/22	2020/21	2019/20
Commercial, Industrial, Utilities & Mines	$ 2,496,381	$ 1,945,304	$ 1,739,116	$ 1,626,906	$ 1,610,747	$ 1,139,342
Agricultural & Vacant	3,849,640	3,914,444	4,430,778	2,790,088	3,787,237	3,945,100
Residential (Rental Occupied)	13,732,843	12,037,904	11,189,321	9,102,952	6,904,169	6,557,952
Residential (Owner Occupied)	8,167,826	6,830,197	5,574,898	4,855,791	4,910,078	4,315,796
Total (b)	$28,246,690	$24,727,849	$22,934,113	$18,375,737	$17,212,231	$15,958,190

(a) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(b) Totals may not add up due to rounding.

Source: The Assessor of the County.

TABLE 4

Net Limited Assessed Property Value of Major Taxpayers
Verrado Western Overlay Community Facilities District

Major Taxpayer (a)	2023/24 Net Limited Assessed Property Value	As % of 2023/24 Net Limited Assessed Property Value
Fidelity National Title Insurance Company TR B176	$ 811,348	3.28%
DMB Verrado Golf I LLC	787,967	3.19%
Mainstreet Core Properties LLC	662,855	2.68%
Weekley Homes LLC	658,974	2.66%
EPCOR (Agua Fria Wastewater Division)	552,398	2.23%
CND-Highlands II LLC	423,495	1.71%
Flying V Land Partners LLC	336,145	1.36%
Flying Land Partners LLC	222,004	0.90%
Capital West Homes V92 LLC	195,876	0.79%
Individual Homeowner	163,773	0.66%
Total (b)	$4,814,836	19.47%

(a) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR database at http://www.sec.gov. No representative of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

(b) Totals may not add due to rounding.

Source: The Assessor of the County.

TABLE 5

Comparative Net Limited Assessed Property Values
Verrado Western Overlay Community Facilities District

Fiscal Year	The District	City of Buckeye	Maricopa County	State of Arizona
2024/25 (a)	$28,246,691	$953,508,266	$58,328,686,358	$[_____]
2023/24	24,727,849	809,880,823	54,722,310,149	83,026,530,244
2022/23	22,934,113	718,798,778	51,575,018,185	78,405,598,978
2021/22	18,375,737	617,421,432	48,724,126,672	74,200,233,397
2020/21	17,212,231	558,013,165	45,704,969,813	69,914,507,682
2019/20	15,958,190	496,102,577	43,194,326,395	66,154,632,834

(a) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

Source: *Maricopa County Tax Levy*, Department of Finance of the County and *State and County Abstract of the Assessment Roll,* Arizona Department of Revenue.

TABLE 6

Estimated Net Full Cash Value History
Verrado Western Overlay Community Facilities District

Fiscal Year	Estimated Net Full Cash Value (a)
2024/25 (b)(c)	$494,428,569
2023/24	350,927,576
2022/23	283,293,697
2021/22	223,307,890
2020/21	217,947,508
2019/20	192,881,442

(a) Estimated Net Full Cash Value is the total market value of the property within the District less the estimated Full Cash Value of property exempt from taxation within the District.

(b) Fiscal year 2024/25 values are subject to adjustment until approved by the Board of Supervisors of the County before or on August 19, 2024.

(c) [Preliminary] Full Cash Value for Fiscal Year 2024/25 is $494,563,569.

Source: The Assessor of the County.

General Obligation Bonded Indebtedness to be Outstanding. The following table lists the general obligation bonded indebtedness of the District that will be outstanding after issuance of the Bonds:

TABLE 7

General Obligation Bonded Indebtedness to be Outstanding
Verrado Western Overlay Community Facilities District

Series	Purpose	Original Amount	Final Maturity	Total Outstanding	
2019	Refunding	$7,515,000	07/15/33	$ 5,690,000	
Total General Obligation Bonds Outstanding				$ 5,690,000	
Plus: The Bonds				8,290,000	*
Total General Obligations Bonds to be Outstanding				$13,980,000	*

* Subject to change.

DEBT SERVICE REQUIREMENTS

Annual Debt Service Requirements of General Obligation Bonded Indebtedness To Be Outstanding. The District will have the following annual debt service requirements after the issuance of the Bonds:

TABLE 8

Schedule of Estimated Annual Debt Service Requirements (a)
Verrado Western Overlay Community Facilities District

Period Ending (July 15)	General Obligation Bonds Outstanding*		Bonds*		Estimated Debt Service* (c)
	Principal	Interest	Principal	Interest (b)	
2025	$ 460,000	$145,095	$ 420,000	$299,723	$ 1,324,818
2026	495,000	133,365	45,000	339,306	1,012,671
2027	535,000	120,743	45,000	337,506	1,038,249
2028	580,000	107,100	40,000	335,706	1,062,806
2029	625,000	92,310	35,000	334,106	1,086,416
2030	670,000	76,373	35,000	332,706	1,114,079
2031	720,000	59,288	35,000	330,956	1,145,244
2032	775,000	40,928	25,000	329,206	1,170,134
2033	830,000	21,165	25,000	327,956	1,204,121
2034			550,000	326,706	876,706
2035			575,000	299,206	874,206
2036			605,000	270,456	875,456
2037			635,000	240,206	875,206
2038			660,000	214,806	874,806
2039			685,000	188,406	873,406
2040			715,000	161,006	876,006
2041			740,000	132,406	872,406
2042			775,000	101,881	876,881
2043			805,000	69,913	874,913
2044			840,000	35,700	875,700
Total	$5,690,000		$8,290,000		$19,784,232

(a) Prepared by the Financial Advisor.

(b) The first interest payment on the Bonds will be due on January 15, 2025*. Thereafter, interest payments will be made semiannually on July 15 and January 15 until maturity or prior redemption. Interest is estimated.

(c) Totals may not add due to rounding.

* Subject to change.

OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Limited Assessed Property Value and combined tax rate per $100 Net Limited Assessed Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds scheduled for sale. The applicable percentage of each jurisdiction's Net Limited Assessed Property Value which lies within the District's boundaries was derived from information obtained from the Assessor of the County.

TABLE 9

Overlapping Jurisdiction	General Obligation Bonded Debt Outstanding (b)	Portion Applicable to The District (a) Approximate Percentage	Portion Applicable to The District (a) Net Debt Amount	
State of Arizona	None	0.034%	None	
Maricopa County	None	0.052	None	
Maricopa County Community College District	$ 57,615,000	0.052	$ 29,740	
Maricopa County Special Health Care District	544,135,000	0.051	279,316	
Western Maricopa Education Center District No. 402	98,510,000	0.136	134,026	
Saddle Mountain Unified School District No. 90	42,135,000	3.260	1,373,526	
City of Buckeye	None	3.488	None	
Verrado District 1 Community Facilities District	64,770,000	14.376	9,311,089	
The District	13,980,000*	100.000	13,980,000	* (c)
Total Direct and Overlapping General Obligation Bonded Debt to be Outstanding			$25,107,696	*

(a) Portion applicable to the District is computed on the ratio of Net Limited Assessed Property Value as calculated for Fiscal Year 2023/24 for the overlapping jurisdiction to the amount of such valuation which lies within the District. If the assessed value within the District increases at a faster rate than the overlapping jurisdictions, the amount of overlapping debt allocated for payment within the District will increase.

(b) Includes total stated principal amount of general obligation bonds outstanding. Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of various County improvement districts, as the obligations of these districts are presently being paid from special assessments against property within the various improvement districts.

Does not include presently authorized but unissued general obligation bonds of the overlapping jurisdictions identified below which may be issued in the future. Additional bonds may also be authorized by voters within overlapping jurisdictions pursuant to future elections.

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Litchfield Park Elementary School District No. 79	$100,000,000
The District	38,710,000* (d)

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that

* Subject to change.

have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages will be fixed for the entire 50-year repayment period, which commenced October 1, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Limited Assessed Property Value, of which 14 cents is being levied. (See A.R.S. § 48-3715 and § 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the contract.

(c) Includes the Bonds.

(d) Reflects the reduction in authorization from the Election in connection with the issuance of the Bonds.

Source: The various entities, *Maricopa County Tax Levy*, Department of Finance of the County, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE 10

Direct and Overlapping Net Limited Assessed Property Value and Total Tax Rates

Overlapping Jurisdiction	2023/24 Net Limited Assessed Property Value	2023/24 Combined Tax Rate Per $100 of Net Limited Assessed Property Value (a)(b)	
State of Arizona	$83,026,530,244	None	
Maricopa County	54,722,326,231	$1.2044	
Maricopa County Community College District	54,722,326,231	1.1388	
Maricopa County Fire District Annual Levy	54,722,326,231	0.0081	(c)
Maricopa County Flood Control District	50,354,573,089	0.1536	(d)
Maricopa County Special Health Care District	55,027,363,791	0.2716	
Maricopa County Library District	54,722,326,231	0.0488	
Central Arizona Water Conservation District	55,027,363,791	0.1400	(e)
Western Maricopa Education Center District No. 402	20,761,536,409	0.1807	
Liberty Elementary School District No. 25	422,757,102	4.0943	
Litchfield Park Elementary School District No. 79	1,445,258,456	3.0068	
Saddle Mountain Unified School District No. 90	866,510,541	3.1939	
City of Buckeye	809,880,823	1.4579	
Verrado District 1 Community Facilities District	196,490,237	3.7080	(f)
The District	28,246,691	2.6493	(f)

(a) Represents the combined tax rate including the tax rate for debt service payments and the tax rate for all other purposes such as maintenance and operation and capital outlay.

(b) All levies for library districts, hospital districts, fire districts, technology districts, water conservation districts and flood control districts are levied on the net full cash assessed value.

(c) The County is mandated to levy a tax annually in support of fire districts in the County.

(d) Does not include the personal property assessed valuation within the County.

(e) Includes only the assessed valuation located within the County.

(f) Includes the Operation and Maintenance Tax.

Additional General Obligation Bonded Indebtedness of the District

In addition to the outstanding general obligation bonds of the District described in TABLE 7 and the Bonds, the District retains the right to issue, in accordance with the procedures set forth in the Enabling Act, additional series of general obligation bonds payable from *ad valorem* taxes. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District - General Obligation Bonded Indebtedness to be Outstanding."

The Enabling Act provides that the total aggregate outstanding amount of bonds and any other indebtedness for which the full faith and credit of the District are pledged will not exceed 60 percent of the aggregate of the estimated market value of the real property and improvements in the District after the public infrastructure of the District is completed plus the value of the public infrastructure owned or to be acquired by the District with the proceeds of the bonds. (Based solely on the Full Cash Value of the District as reported by the Assessor of the County, the Board has determined that issuance of the Bonds will meet the test set forth above. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District – Full Cash Value.")

Pursuant to the Election, the District was authorized to incur general obligation bonded indebtedness in an amount not to exceed $60,000,000 and of which $38,710,000* remains authorized but unissued, payable from *ad valorem* taxes levied on all property within the District without limit as to rate or amount. Such remaining authorized but unissued amount may be subject to further reduction based on the amount of net premium on general obligation bonds of the District. Additional bonds may be issued in order to finance, among other things, the costs of public infrastructure and public infrastructure purposes within the District, including incidental costs. Additional indebtedness could be authorized for the District in the future pursuant to other elections.

Additional Overlapping General Obligation Bonded Indebtedness

The District has no control over the amount of additional indebtedness payable from taxes on all or a portion of the property within the District that may be issued in the future by other political subdivisions, including but not limited to the City, the County, Saddle Mountain Unified School District No. 90 of Maricopa County, Arizona, Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, Maricopa County Community College District, Maricopa County Special Health Care District or other entities having jurisdiction over all or a portion of the land within the District. Additional indebtedness could be authorized for such overlapping jurisdictions in the future. The ability of an owner of land within the District to pay its *ad valorem* taxes could be affected by the existence of other taxes and assessments imposed upon the property, including special assessment revenue bonds. The lien created on the property within the District through the levy of *ad valorem* taxes would be on a parity with that for the *ad valorem* taxes securing the Bonds. The imposition of additional parity liens, junior liens, in the case of special assessments, or even private financing, may reduce the ability or willingness of the owners of land within the District to pay the *ad valorem* property taxes securing the Bonds. In that event, there could be a default in the payment of the Bonds.

Other Debt of the District

The District has no other debt outstanding.

BOND INSURANCE

The District intends to apply, or has applied, to bond insurance companies (each a "Bond Insurer") for a municipal bond insurance policy (the "Policy") for the Bonds to guarantee the scheduled payments of principal of and interest on the Bonds. A commitment to provide the Policy has not been issued, and representatives of the District have yet to determine whether, if such commitment is issued, the Policy will be purchased. If the Policy is purchased, the following are risk factors relating to bond insurance generally.

RISK FACTORS RELATED TO BOND INSURANCE

If the District determines to obtain the Policy for the Bonds, in the event of default of the payment of principal or interest with respect to any of the Bonds when all or some become due, any owner of the Bonds on which such principal or interest was not paid will have a claim under the Policy for such payments. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds will remain payable solely

* Subject to change.

from *ad valorem* property taxes as described under "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS." In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance will be given that such event will not adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The long-term ratings on the Bonds will be dependent in part on the financial strength of the Bond Insurer and its claims paying ability. The Bond Insurer's financial strength and claims paying ability will be predicated upon a number of factors which could change over time. No assurance will be given that the long-term rating of the Bond Insurer and of the rating on the Bonds insured by the Bond Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Bonds and the marketability (liquidity) of the Bonds.

The obligations of the Bond Insurer will be general obligations of the Bond Insurer, and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the District, the Underwriter, the Financial Advisor or their respective attorneys, agents or consultants have made independent investigation into the claims paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal of and interest on the Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment.

LAND DEVELOPMENT

The information contained in this section relates to and has been obtained from the Developer and none of the District, the Financial Advisor, the Underwriter or their agents or counsel assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

General Description of the District

The District was created to finance and construct or acquire a portion of the public infrastructure (collectively, the "Public Infrastructure") that is part of the Project. The Project is bounded by the Northern Avenue alignment on the north, by approximately the 235th Avenue alignment on the west, by approximately ¼ mile south of McDowell Road at the southernmost point, and by Jackrabbit Trail on the east, all within the City. The boundaries of the Project encompass approximately 8,816 acres.

Simultaneous with the formation of the District, Verrado District 1 was formed. The District, as its boundaries were thereafter adjusted, comprises approximately 4,926 acres and is wholly contained within Verrado District 1. Verrado District 1 has no authorized but unissued general obligation bonds issuance remaining from its election held on August 7, 2001.

General Description of the Project and the Developer

The information contained in this section relates to and has been obtained from the Developer, and none of the District, the Financial Advisor, the Underwriter or their agents or counsel assumes any responsibility for the accuracy or completeness thereof. None of the District, the Financial Advisor, the Underwriter or their agents or counsel makes any representation regarding projected development plans with the District, the financial soundness of the Developer or other property owners and developers or the managerial ability of such persons and entities to complete development as planned. The development of the property within the District may be affected by factors, such as governmental policies with respect to land development, the availability of utilities, the availability of energy, construction costs, interest rates, competition from other developments and other political, legal and economic conditions beyond the control of the District, property owners and developers. Further, the property within the District may be subject to encumbrances as security for obligations payable to various parties, the default of which could adversely affect construction activity. See "RISK FACTORS."

Project – General

Approximately 8,816 acres of the Project served as the Caterpillar Tractor Proving Grounds from the late 1940s until 1988 (the "Proving Grounds"). Caterpillar Inc. then donated the Proving Grounds to the Caterpillar Foundation, an

Illinois not-for-profit corporation ("Foundation"). Caterpillar Inc. conducted a national search for a developer of the Proving Grounds and selected DMB Associates Inc., an Arizona corporation ("DMB"), in 1998. DMB formed the Developer, which entered into a Master Agreement dated September 30, 1999, with the Foundation (the "Master Agreement") for the purchase of the Proving Grounds.

Consistent with the terms of the Master Agreement, the Proving Grounds were conveyed to a two beneficiary trust, Trust No. B176, on or about March 20, 2002, and is administered pursuant to the terms of the related Trust Agreement under which the Developer assumes all rights and obligations for ownership and development of the Proving Grounds (including payment of property taxes (including those of the District)) and the Foundation is paid a specified percentage of each land sale. The Master Agreement runs through 2030 with options for extension. In 1999, the Developer acquired an additional 165 acres of land contiguous to the south boundary of the Proving Grounds. The Foundation has the right but not the obligation to pay property taxes if the Developer does not. The Foundation will not be otherwise liable directly or indirectly for payment of the Bonds.

The Project is being built as a multi-phase development and is expected to build out at approximately 12,806 residential dwelling units, with related commercial, retail, parks, trails, designated open space, golf course, worship facilities and school uses. The Project commenced sales of finished lots to homebuilders in 2004 and has continued through various phases, with sales of finished homes by the homebuilders commencing in 2004 as well, and continuing thereafter. The District is currently expected to include the following land uses:

TABLE 11

Expected Land Use Within the District

Type of Development	Approximate Acres of Land
Residential	1,181
Commercial/Industrial	4
Public Roadways/Rights-of Way	40
Golf Courses	173
Designated Open Space/Parks	3,529
Total (a)	4,926

(a) Totals may not add due to rounding.

Project – Governmental Approvals and Agreements

The Developer and the City are parties to that certain Pre-Annexation and Development Agreement recorded November 26, 1999, in the Official Records of the Maricopa County, Arizona Recorder at Document No. 99-1071208 (the "Development Agreement") whereby, among other things, the Community Master Plan was acknowledged to be consistent with the City's General Plan. The Development Agreement also provides for the utilization of community facilities districts to finance public infrastructure.

Pursuant to Ordinance No. 19-99, recorded December 29, 1999, in the Official Records of the Maricopa County Arizona Recorder at Document No. 99-1158258, the City approved the annexation of the Project into the City. Pursuant to Resolution No. 20-99, adopted November 16, 1999, the City approved a General Plan Amendment, including the revised circulation transportation map, for the Project. Pursuant to Ordinance No. 21-99, adopted November 16, 1999, the City approved the re-zoning of the Project for up to 14,040 residential units, 4 million square feet of commercial development and 1,000 resort rooms. The current plan for the Project includes approximately 12,806 dwelling units and 4 million square feet of commercial.

The District (the District and Verrado District 1 were formerly known as Whitestone Western Overlay Community Facilities District and Whitestone District 1 Community Facilities District, respectively), the City and the Developer are parties to that certain Development, Financing Participation and Intergovernmental Agreement No. 1 (Whitestone Western Overlay Community Facilities District) recorded July 3, 2001, in the Official Records of the Maricopa County, Arizona Recorder at Document No. 2001-0594334 as amended by the First Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1, dated as of February 13, 2002, and recorded April 10, 2002, in the Official Records of the Maricopa County, Arizona Recorder at Document No. 2002-0368900 and by the

Second Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 dated January 18, 2022, and recorded in the Official Records of the Maricopa County, Arizona Recorder at Document No. 2022-0071900 which provides the framework for the utilization of community facilities district financings within the District. The District boundaries (and, correspondingly the area covered by the General Plan for the District) were expanded pursuant to Resolution No. 03-02 of the Town of Buckeye, Arizona, recorded in the Official Records of the Maricopa County, Arizona Recorder at Document No. 2002-0161753, as revised by the Second Amendment to the Boundaries of the Verrado Western Overlay Community Facilities District, notice of which was recorded on May 28, 2002, in the Official Records of the Maricopa County, Arizona Recorder at Document No. 2002-0539967.

Project – Transportation and Utilities

Direct access from Interstate 10 to the Project is provided by means of a spread diamond traffic interchange, located at the southern end of the Project. The main secondary access occurs along the eastern boundary via Indian School Road, which provides access to Loop 303. Tertiary east-west access occurs at Montebello Avenue and Thomas Road.

Water and wastewater facilities and infrastructure and service related thereto are provided pursuant to that certain Caterpillar Property Water/Wastewater Agreement dated November 1, 2000, by and between the Developer and EPCOR Water (USA), Inc., a Delaware corporation ("EPCOR") as successor to Arizona-American Water Company, an Arizona corporation as successor to Citizens Communications Company. Based upon current development within the Project, existing EPCOR Wastewater Facilities are sufficient to provide the required wastewater services. Any additional wastewater facilities required by future phases/neighborhoods are the responsibility of EPCOR per the referenced agreement. The Project has a valid Certificate of Assured Water Supply (each a "Certificate") for each existing final plat. Based upon the Project's water analysis prepared by licensed engineers, under prior groundwater analysis standards, the Project has sufficient water rights and water availability to provide for the current and planned future phases of development within the Project. However, on June 1, 2023, the Arizona Department of Water Resources ("ADWR") updated the groundwater model as part of a larger Phoenix Active Management Area model update. Under such new model, ADWR is of the opinion that no further Certificates may be issued using local groundwater as the sole source of water. The Developer may update the model assumptions to adjust the model results for additional review by ADWR, but there can be no assurance as to whether any additional groundwater or any new non-groundwater source will be determined by ADWR to be sufficiently available in the updated model results to serve any new applications for Certificates for any future subdivisions within the Project. While there are a significant number of final plats and lots with approved Certificates that are yet to be developed and are available for new housing, failure to obtain approval of additional Certificates could cause future limitations on, or halt, future development within the District. There is no guarantee that securing such supplies will be achievable within a predicted timeframe. Further, acquisition of water rights as may be necessary to secure additional Certificates could significantly increase future development costs or decrease the density of future development in the Project.

Electric service to the Project is provided pursuant to a Memorandum of Understanding between the Developer and Arizona Public Service Company. Gas service to the Project is provided by Southwest Gas. Telecommunications service to the Project is provided by Cox Communications and in certain areas, CenturyLink.

Project – Budget, Development Status and Plans

In addition to public infrastructure financed by District and the Verrado District 1, in the amounts of $13,000,000 and $100,000,000, respectively, as of December 31, 2023, the Developer has invested approximately $971,387,000 into the Project and estimates that an additional $738,546,000 will be required to complete the remaining future phases of development.

The $13,000,000 previously financed by the District was used in the construction and acquisition of (1) roadway, sidewalk, street light and storm drain improvements (including accompanying roadway landscaping); (2) traffic signals; (3) pedestrian crossings; (4) dry utility trench and conduit improvements; (5) floodway improvements; (6) culvert crossing; (7) bridge improvements and (8) lineal park, multi-path and trail system improvements.

As of February 29, 2024, the Developer has closed on approximately 1,110 residential lots, inclusive of approximately 284 custom lots, within the District. Single-family market-rate production (non-custom) homes in District currently sell for prices (base) ranging from approximately $499,000 to $769,990. Custom homes range from $600,000 to more than $5,500,000.

The Project has, and is, being developed into several neighborhoods (phases) summarized as follows:

TABLE 12

Status of Development

Neighborhoods (Phases)	Development Status	Land Use – (Highlights)
Main Street	Completed	Neighborhood includes 1,776 dwelling units, 32 acres for an elementary and middle schools, 7.7 acres for a church, 220.3 acres for a golf course, 83,000 sq. ft. of mix use commercial/office space, 294.6 acres for parks and designated open space.
Heritage	Completed	Neighborhood includes 2,483 dwelling units, 8.5 acres for an elementary school, 1.3 acres for a fire station, 234.6 acres for parks and designated open space.
Marketside	Completed	Neighborhood includes 1,152 dwelling units, 60.8 acres for Hospital use, 138.3 acres for mixed use commercial retail, 18.9 acres for parks and designated open space.
Village	Completed	Neighborhood includes 1,050 dwelling units, 235,000 sq. ft of office and retail, 50.3 acres for a high school, 71.9 acres for parks and designated open space.
Highlands	65% Complete	Neighborhood includes 1,097 dwelling units and 245.38 acres for parks and designated open space. 65% of the planned residential lots have been developed for sale to homebuilders.
Victory	70% Complete	Neighborhood includes 3,410 dwelling units, 22.1 acres for a community club, 242 acres for a golf course, and 353.3 acres for parks and designated open space. 70% of the planned residential lots have been developed for sale to homebuilders.
Regent Hills	Planning	Future neighborhood is projected to include 744 dwelling units and 136.7 acres for parks and designated open space.
West Coves	Planning	Future neighborhood is projected to include 306 dwelling units and 375.9 acres for parks and designated open space.
Foothills	Planning	Future neighborhood is projected to include 602 dwelling units and 235.4 acres of designated open space.

MAIN STREET: One of the distinguishing features of the Project is the Main Street, which is comprised of various land uses, including commercial, office, high-density, residential, and retail. Main Street includes the Verrado Golf Club, 30,000 square feet of office space and 30,000 square feet of retail space providing a variety of services and residential uses.

HERITAGE: The Heritage neighborhood is nearing residential build out with several commercial/retail/mixed use pads remaining. The Heritage neighborhood includes a fire station, K–8 school, residential and active recreation areas and retail. The Heritage neighborhood includes Heritage Swim Park and Grand Lawn including a resort-style swimming pool, restrooms, small office and storage area, and an outdoor covered pavilion shade structure.

MARKETSIDE: The Marketside neighborhood is located north of Interstate 10 and on both the east and west sides of Verrado Way, and south and north of McDowell Road. The Marketside neighborhood consists of both residential and commercial uses. The single-family residential portion includes 500 lots of medium to high density lots. The commercial component consists of 115 acres for multiple uses, including commercial, health-care facilities, retail, multi-family of up to 700 units and service-oriented business that provide services up to 24 hours per day.

VILLAGE: The Village neighborhood is located north of Indian School Road, West of Jackrabbit Road and east of Park Street. The Village neighborhood consists of residential and commercial uses in addition to a high school and designated open space. The residential portion consists of several phases totaling approximately 1,000 lots of medium density for

single family attached and detached homes. The commercial component consists of the Village Grove. The Village Grove has a 109,000 square foot grocery anchored-retail center, sitting on approximately 20 acres, located on the northwest corner of Jack Rabbit Trail and Indian School Road. Adjacent to the 20-acre commercial site is a one (1)-acre dentist office.

HIGHLANDS: The Highlands neighborhood is located north of Indian School Road and west of Verrado Way. The Highlands neighborhood will be a multi-phased project; Phase 1 is complete and consists of 137 lots for single family detached homes. Highlands Phase 2 construction, consisting of approximately 226 lots, is complete, and home sales are ongoing. The Highlands neighborhood includes Meck Park, a passive trail head park that provides access to mountain trails and Trail 340. The Highlands neighborhood has a defined lot set aside for a City of Buckeye fire station.

VICTORY: The Victory neighborhood is located in the northeastern portion of the Project. The Victory neighborhood limits occupancy of units to age-qualified persons, specifically requiring that at least one (1) person 55 years of age or older occupy most of the units in the Victory neighborhood. Current development of the Victory neighborhood consists of 2,084 completed single family lots, The Big Patio®, model homes and paths and trails connecting throughout the Community, a Tom Lehman designed public 18-hole golf course and a programmable driving range and a pro shop. Public Amenities in the Victory neighborhood include The Vic Bar + Kitchen™ restaurant and The Spa at Victory, which are part of The Victory Club. All other amenities within The Victory Club are private and available for use only by residents with homes located in the Victory neighborhood.

Future Neighborhoods

Future neighborhoods have approved zoning rights consistent with the planning set forth above. Such future neighborhoods will be brought to market based upon market circumstances and demand. Final Plats for future neighborhoods will be obtained as and when required. There can be no assurance as to when, or if, such future neighborhoods will be developed and sold.

Description of the Developer

The Developer is DMB White Tank, LLC, an Arizona limited liability company. The sole member of Developer is DMB/DREI Holdings LLC, a Delaware limited liability company ("DMB/DREI"). The manager of the Developer and DMB/DREI is DMB. The members of DMB/DREI are DMB Communities LLC, an Arizona limited liability company ("Communities"), and DFE Real Estate Investments, LLC, an Arizona limited liability company ("DFE"). The sole member of Communities is DMB Realco LLC, an Arizona limited liability company ("Realco") and the members and managers of DFE are Argonaut Holdings LLC, an Oklahoma limited liability company, the sole member of which is Argonaut Private Equity, LLC, and DFE Legacy Trust, dated January 14, 2010, the Trustee of which is DFE PTC, LLC, a Delaware limited liability company. The manager of Communities and Realco is DMB and the members of Realco are: (i) The Brown Family Trust dated August 30, 1980, as amended; (ii) The Mark N. Sklar Trust dated May 18, 1972, as amended; (iii) the DFE Legacy Trust dated January 14, 2010, as amended; and (iv) DMB.

PUBLIC INFRASTRUCTURE FINANCED BY THE BONDS

The information contained in this section relates to and has been obtained from the Developer, unless otherwise sourced or noted, and none of the District, the Financial Advisor, the Underwriter or their agents or counsel assumes any responsibility for the accuracy or completeness thereof. The information included under the heading "RISK FACTORS" as it relates to the information contained under this heading is hereby incorporated under this heading by this reference.

Proceeds of the Bonds will be used to finance certain public infrastructure (the "Public Infrastructure Financed by the Bonds") identified in TABLE 13. The Public Infrastructure Financed by the Bonds was completed in or prior to 2024, and has been or will be dedicated to the City. The total estimated cost of the Public Infrastructure Financed by the Bonds is greater than the amount to be available from proceeds of the sale of Bonds; the balance of the cost of the Public Infrastructure Financed by the Bonds has been paid by the Developer. Unreimbursed costs of Public Infrastructure Financed by the Bonds may be eligible to be reimbursed by the sale of bonds by the District in the future should the District elect to issue such additional bonds. The District and Developer may reallocate projects and amounts associated with any specific project to be reimbursed from the following list.

TABLE 13

Public infrastructure Costs and Funding

	Acquisition Project Description	Total Estimated Costs	Certified Engineer's Costs*	To Be Paid By the Bonds*	Eligible for Funding From Future Bonds*	Completion Date (a)
A.	Highland District Phase I – District Park	$1,430,660	$1,430,660	$1,430,660	$ -	Q4, 2020
B.	Highland District Park Phase II	780,537	780,537	780,537	-	Q4, 2022
C.	Victory at Verrado – Phase 2 Verrado Way	1,037,000	1,037,000	1,037,000	-	Q4, 2016
D.	Verrado Way – Victory Blvd. to Canyon Vista Road	2,906,167	2,906,167	1,640,418	1,265,749	Q2, 2023
E.	Highlands District – Phase 1 CFD (Highlands Park Dr. & Regent St.)	1,638,980	1,638,980	1,638,980	-	Q4, 2019
F.	Highlands District Phase 2 CFD (Highlands Park Dr.)	973,208	973,208	973,208	-	Q4, 2022
G.	Highlands District Phase 2 CFD (Regent St.)	544,983	544,983	544,983	-	Q4, 2022
H.	Highlands Mountain Trail Phase 1	244,214	244,214	244,214	-	Q1, 2020
I.	Highlands Mountain Trail Phase 2	370,289	370,289	-	370,289	Q1, 2024
J.	Canyon Vista Trailhead Parking Lot	389,940	389,940	-	389,940	Q4, 2023
	Total (b)	$10,315,978	$10,315,978	$8,290,000	$2,025,978	

(a) Represents the date by which the Developer constructed Public Infrastructure, which may differ from the date that it was accepted by the City.

(b) Totals may not add due to rounding.

RISK FACTORS

Investment in the Bonds involves a significant degree of risk and is speculative in nature. The Bonds will be secured solely by *ad valorem* property taxes to be levied on all taxable property within the boundaries of the District. Anyone considering investing in the Bonds should carefully examine this Official Statement, including the Appendices hereto. *INVESTMENT IN THE BONDS SHOULD BE UNDERTAKEN ONLY BY PERSONS WHOSE FINANCIAL RESOURCES ARE SUFFICIENT TO ENABLE THEM TO ASSUME SUCH RISK. THIS SECTION SETS FORTH A BRIEF SUMMARY OF SOME OF THE PRINCIPAL RISK FACTORS. PROSPECTIVE INVESTORS SHOULD FULLY UNDERSTAND AND EVALUATE THESE RISKS, IN ADDITION TO THE OTHER FACTORS SET FORTH IN THIS OFFICIAL STATEMENT, BEFORE MAKING AN INVESTMENT DECISION.*

This discussion of risk factors is not, and is not intended to be, exhaustive, and such risk factors are not necessarily presented in the order of their magnitude.

General Risks of Real Estate Investment and Development; Certain Factors Which May Adversely Affect Development; Consequences

Investments in developing real estate such as undeveloped areas in the District are generally considered to be speculative in nature and to involve a high degree of risk. Owners of land in the District will be subject to the risks generally incidental to real estate investments and development including those described herein.

* Subject to change.

Construction of houses on the lots within the District may be affected by changes in the income tax treatment of real property ownership; changes in national, regional and local market and economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds and homeowners insurance to buyers of the homes to be built in the District, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; pandemics and epidemics; changes in laws; moratorium; force majeure (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; climate change; adverse weather conditions; subcontractor defaults; and other unknown contingencies and factors beyond the control of the owners of such land. Land development within the District also could be affected adversely by changes in governmental policies, including, but not limited to, governmental policies to restrict or control development; timely availability of materials necessary to develop infrastructure necessary to complete new homes.

The residential development business, particularly with respect to communities such as that within the boundaries of the District, is highly competitive in the Phoenix metropolitan area. The business of merchant builders building in the District will face competition from a number of competitors in the City and other developments throughout the Phoenix metropolitan area, many of which offer or intend to offer lots and parcels in similar communities to a similar target market.

Decreased absorption rates associated with future economic slowdowns could adversely affect land values and reduce the ability or desire of the property owners to pay *ad valorem* property taxes and assessments. In that event, there could be a default in the payment of principal of and interest on the Bonds.

An inability to develop the remaining land within the District would likely reduce the diversity of ownership of land within the District, making the holders of the Bonds more dependent upon timely payment of the *ad valorem* taxes levied on the vacant lots.

Development requires obtaining a variety of governmental approvals and permits. Such approvals and permits are necessary to initiate construction and to allow the sale and occupancy of homes and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results.

Failure or Inability to Complete Proposed Development

The development of each phase of Verrado will be staged so that a particular phase will not be developed at one time. The funding for each phase of development of Verrado will be provided by the Developer, homebuilders and/or other sources. The availability of funding for the completion of Verrado will depend upon the demand for residential lots or units within Verrado and local, regional and national market and economic conditions. No assurance is given that funding will be obtained for all phases of development of Verrado, or, if obtained, will be in an amount sufficient to complete development of Verrado. If satisfactory funding is unavailable, completion of the development of the balance of Verrado may be delayed or suspended.

Public and private on-site and off-site improvements may increase the public and private debt for which the land within the District is security. The burden of additional debt would be placed on the land within the District to complete the necessary improvements. See "Direct and Overlapping Indebtedness" herein.

Completion of the Public Infrastructure and the Other Infrastructure

The assessed valuation of the taxable property in the District may increase if and as the development of the Project continues. However, less than expected increases or decreases in the future assessed valuation of the taxable property in the District may reduce the willingness of landowners to pay the *ad valorem* property taxes securing the Bonds or adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes. See also "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District."

The construction of infrastructure for development of the land in the District is not yet complete. See "LAND DEVELOPMENT" and "THE PUBLIC INFRASTRUCTURE." The cost and time for completion of all of such improvements is uncertain and may be affected by changes like those described hereinabove. If cost overruns result in

delay of construction, or if other delays are experienced, sale of lots and construction of homes may be delayed. Failure or inability to complete proposed development including development of necessary utilities could affect adversely development of the land in the District.

Sale of Portions of the Land in the District

It is possible that the Developer or other landowners within the District may sell portions of their land to other owners. Such new owners may not develop their land on the same schedule as the Developer or the other landowners, thus slowing the pace of growth and delaying increases in assessed valuation.

Lack of Availability of Utilities and Water

Water and sewer service to the District is provided by the EPCOR as described under the subheading "LAND DEVELOPMENT – Project – Transportation and Utilities." Failure or inability to complete proposed development, including development of necessary utilities could adversely affect, delay or halt future development of land in the District. See "Failure or Inability to Complete Proposed Development" herein. Certain utilities are to be developed by EPCOR pursuant to certain development agreements including as described above. There can be no assurances that such utilities will be financed and developed. In addition, while 100 years of water supply was proven available to existing subdivisions within the Project, the ADWR's change of the predictive groundwater model indicates that the Developer may need to secure new, more expensive water supplies to support future subdivision entitlement. Based on the current status, there can be no assurance that Developer will be able to obtain the Certificates needed to authorize future subdivision plats. Failure to obtain approval of additional Certificates could cause significant limitations on, delay, or halt, future development within the District. Alternatively, such failure could significantly increase future development costs.

Effect of Valuation of Property

Information is provided herein with respect to the valuation of land within the District. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS - Ad Valorem Property Taxation in the District." Such valuation, and particularly decreases therein, may reduce the willingness of landowners to pay the *ad valorem* taxes securing the Bonds, as well as adversely affect the interest of potential buyers of such property at any foreclosure sale for purposes of paying such taxes.

Direct and Overlapping Indebtedness

The ability of an owner of land within the District to pay its *ad valorem* taxes could be affected by the existence of other taxes and assessments imposed upon the property, including special assessment bonds. The District and other political subdivisions whose boundaries overlap those of the District could, without the consent of the District and, in certain cases, without the consent of the owners of the land within the District, impose additional *ad valorem* taxes or assessment liens on the property within the District in order to finance public improvements to be located inside or outside of the District. (The existing public debt relating to the District is set forth in "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS.") The lien created on the property within the District through the levy of *ad valorem* taxes would be on a parity with that for the *ad valorem* taxes securing the Bonds. The imposition of additional parity liens, junior liens, in the case of special assessments may reduce the ability or willingness of the owners of land within the District to pay the *ad valorem* property taxes securing the Bonds. In that event, there could be a default in the payment of the Bonds.

From time to time there are legislative proposals in the Arizona Legislature that, if enacted, could alter the basis on which *ad valorem* taxes (including those that secure the Bonds) are assessed, levied and collected and which could affect, among other things, the distribution of the amount of taxes various classifications of property may be obligated to pay. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would affect the Bonds or other obligations issued prior to enactment.

Bankruptcy and Foreclosure Delays

The payment of the *ad valorem* taxes securing the Bonds and the ability of the District to foreclose the lien of delinquent, unpaid, *ad valorem* taxes may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not extinguish the *ad valorem* taxes securing the Bonds, the bankruptcy of a property owner could result in a delay in the foreclosure

proceedings. Such delay would increase the likelihood of a delay or default in payment of the Bonds when due. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS – Ad Valorem Property Taxation in the District."

It should be noted that in the event of a bankruptcy of a taxpayer pursuant to the Bankruptcy Code, the law is currently unsettled as to whether a lien can be attached against the taxpayer's property for property taxes levied during the pendency of the bankruptcy proceedings. Such taxes might constitute an unsecured and possible non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are over secured, and then possibly only on a pro rata basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact the bankruptcy of a property owner might have on the ability of the District to collect *ad valorem* taxes levied on that property before or during the bankruptcy proceedings. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on the property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover any claim against the debtor or its estate that arose before the commencement of the bankruptcy is automatically stayed pursuant to the Bankruptcy Code. While the stay may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor in bankruptcy would be subject to the stay of bankruptcy court. Furthermore, "tax sale investors" may be reluctant to purchase tax liens under such circumstances, and, therefore, the timeliness of post-bankruptcy petition tax collections become uncertain.

In the event the District is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the District's tax rate charged to non-bankrupt taxpayers during such subsequent years.

It cannot be determined what impact any deterioration of the financial condition of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the District, the Underwriter, the Financial Advisor or their respective agents, consultants or counsel, including Bond Counsel and counsel to the Underwriter have undertaken any independent investigation of the operations and financial condition of any of the property owners in the District, nor have they assumed responsibility for the same.

In addition, the various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Amendment of Documents Referenced

The reports, inspections and other documents described in this Official Statement may be modified, updated or amended (as new reports and/or inspections may be obtained), and such modifications may materially and adversely affect the development of the property (e.g., updating of environmental reports).

The development of the property within the District is only approximately 65 percent complete overall. Circumstances could change as the development process continues and other issues are raised or new developers or owners become involved. Accordingly, the Developer anticipates that there may be significant changes to the agreements and contracts summarized in this Official Statement to address any such issues. Because the existing contracts and agreements are subject to change, the summaries of any contracts or agreements contained hereinabove may not accurately reflect the future conditions relating to the development of the District; however, the Developer does not presently anticipate that any modifications of the current contracts or agreements would materially affect the repayment of the Bonds.

Environmental Matters

Property in the District will be subject to risks arising out of environmental, archaeological and biological considerations generally associated with the ownership of real estate and the construction of improvements located thereon. Such risks include, in general, potential liability arising as a result of any contamination later discovered on the site and the possibility of a decline in property values within the District resulting from any contamination on the site or from the proximity of the site to other contaminated areas; or discovery of archaeological artifacts located on the site or in the vicinity of the site; discovery of endangered species of animals, plants or other habitat for endangered species and a determination of the waterways of the United States against dredging or fill. Liability may arise under a variety of federal, state or local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Endangered Species Act and the

National Historical Preservation Act. In addition, development may require approvals and actions under the Clean Water Act and the National Environmental Protection Act may limit, delay or change materially the number and type of development on the site.

Risk of Internal Revenue Service Audit

The Internal Revenue Service (the "Service") has announced a program of auditing tax-exempt bonds which can include those issued by special purpose governmental units, such as the District, for the purpose of determining whether the Service agrees (i) with the determination of Bond Counsel that interest on the Bonds is tax-exempt for federal income tax purposes or (ii) that the District is in or remains in compliance with Service regulations and rulings applicable to governmental bonds such as the Bonds. The commencement of an audit of the Bonds could adversely affect the market value and liquidity of the Bonds, regardless of the final outcome. An adverse determination by the Service with respect to the tax-exempt status of interest on the Bonds could be expected to adversely impact the secondary market, if any, for the Bonds, and, if a secondary market exists, would also be expected to adversely impact the price at which the Bonds can be sold. The Bond Resolution does not provide for any adjustment to the interest rates borne by the Bonds in the event of a change in the tax-exempt status of the Bonds. Owners of the Bonds should note that, if the Service audits the Bonds, under current audit procedures the Service will treat the District as the taxpayer during the initial stage of the audit, and the owners of the Bonds will have limited rights to participate in such procedures. There can be no assurance that the District will have revenues available to contest an adverse determination by the Service. No transaction participant, including the District, the Financial Advisor, Bond Counsel, counsel to the Underwriter, or the Underwriter is obligated to pay or reimburse the owner of any of the Bonds for audit or litigation costs in connection with any legal action, by the Service or otherwise, relating to the Bonds.

There can be no assurance that an audit by the Service of the Bonds will not be commenced. However, the District has no reason to believe that any such audit will be commenced, or that if commenced, an audit would result in a conclusion of noncompliance with any applicable Service position, regulation or ruling. No rulings have been or will be sought from the Service with respect to any federal tax matters relating to the issuance, purchase, ownership, receipt or accrual of interest upon, or disposition of the Bonds. See also "TAX EXEMPTION" herein.

Forward Looking Statements

Included in this Official Statement are various forecasts and projections. The forecasts and projections are forward looking statements based on assumptions concerning future events and should be viewed with an abundance of caution. Circumstances that may not yet be ascertainable, which the party making the forecasts or projections believes to be significant and which such party cannot control may also exist. There are usually differences between projections and results, because events frequently do not occur as expected, and those differences may be material. There can be no assurances that the various forecasts and projections set forth in this Official Statement can be achieved.

No Review of Filings

As described in footnote (a) to TABLE 4, none of the District, the Underwriter, the Financial Advisor, Bond Counsel or counsel to the Underwriter has examined the information set forth in the Filings for accuracy or completeness, or examined similar information for entities or their parent companies that are not subject to same or similar informational requirements.

LITIGATION

No litigation or administrative action or proceeding is pending to restrain or enjoin, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the levy and collection of taxes to pay the debt service on the Bonds, to contest or question the proceedings and authority under which the Bonds have been authorized and are to be issued, sold, executed or delivered, or the validity of the Bonds. Representatives of the District will deliver a certificate to the same effect at the time of the initial delivery of the Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Board has designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), which relates to the ability of certain financial institutions to deduct interest expense allocable to holding and carrying tax-exempt obligations for federal income tax purposes. The Board, through one or more of its representatives, will represent and warrant that it does not reasonably anticipate that

the aggregate amount of tax-exempt obligations that will be issued by or on behalf of the District in calendar year 2024 will exceed $10,000,000.

FINANCIAL STATEMENTS

The financial statements of the District as of June 30, 2023, and for its fiscal year then ended, which are included as Appendix E to this Official Statement, have been audited by Heinfeld, Meech & Co., P.C. as stated in its opinion which appears in Appendix E – "AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023." The District neither requested nor obtained the consent of Heinfeld, Meech & Co., P.C. to include its report and Heinfeld, Meech & Co., P.C. has performed no procedures subsequent to rendering its opinion on the financial statements. In addition, as a "blended component unit" of the City, certain information regarding the District is contained in the City's comprehensive annual financial reports. The City's comprehensive annual financial report for the fiscal year ended June 30, 2023, is publicly available and is available upon request from the District Treasurer.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the District as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinions of Bond Counsel will be dated as of the date of initial delivery of the Bonds. The forms of such opinions are included as APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" attached hereto.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of its investment earnings with respect to the Bonds. The District has covenanted to comply with the provisions of the Code relating to such matters and the opinion of Bond Counsel assumes continuing compliance with such covenants. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Bonds do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Bonds.

The Code also imposes an "alternative minimum tax" upon certain corporations and individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Bond Counsel will render an opinion that, as of the delivery date of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined in APPENDIX C – "BOOK-ENTRY-ONLY SYSTEM") federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value and marketability (liquidity) of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver opinions substantially different from the opinions shown in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL." The extent of changes in Bond Counsel's opinions cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Bonds) issued prior to the enactment or effective date. Prospective

purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

ORIGINAL ISSUE DISCOUNT

The initial public offering prices of the Bonds maturing on July 15, 20__ through and including July 15, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold, the "OID Issue Price") of the Discount Bonds and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income which is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 15 and July 15 (with straight-line interpolation between compounding dates). The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein. Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

BOND PREMIUM

The initial public offering prices of the Bonds maturing on July 15, 20___, through and including July 15, 20__ (collectively, the "Premium Bonds"), are greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

RATING

S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") is expected to assign the rating of "AA" to the Bonds with the understanding that the Policy will be delivered by the Bond Insurer simultaneously with the issuance of the Bonds. S&P has not assigned an underlying rating to the Bonds. Such rating reflects only the view of S&P. An explanation of the significance of any rating assigned by S&P may be obtained at One California Street, 31st Floor, San Francisco, California 94111. Such rating may be revised downward or withdrawn entirely at any time by S&P

if, in its judgment, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price or marketability of the Bonds. The District will covenant in its continuing disclosure undertaking that it will file notice of any formal change in any rating relating to the Bonds. See "CONTINUING DISCLOSURE" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" hereto.

LEGAL MATTERS

The Bonds are sold with the understanding that the District will furnish the Underwriter with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION"). The signed legal opinion of Bond Counsel will be dated and premised on the law in effect only as of the date of original delivery of the Bonds and will be delivered to the District at the time of original issuance. The fees of Bond Counsel and counsel to the Underwriter are expected to be paid from the proceeds of the sale of the Bonds and are contingent upon delivery of the Bonds.

The proposed text of the legal opinion is set forth as APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL." The legal opinions to be delivered may vary from the text of APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE DISTRICT," "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "OVERLAPPING, ADDITIONAL, AND ADDITIONAL OVERLAPPING INDEBTEDNESS – Additional General Obligation Bonded Indebtedness of the District," "QUALIFIED TAX-EXEMPT OBLIGATIONS," "TAX EXEMPTION," "ORIGINAL ISSUE DISCOUNT," "BOND PREMIUM," "CONTINUING DISCLOSURE" (except as it relates to compliance with prior continuing disclosure undertakings) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDIX B – "FORM OF LEGAL OPINION OF BOND COUNSEL" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING" but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Certain legal matters will be passed upon for the Underwriter by its counsel, Greenberg Traurig, LLP.

From time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, affecting the operations of community facilities districts which could have a material effect on the District and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

UNDERWRITING

The Bonds will be purchased by Raymond James & Associates, Inc. (the "Underwriter") at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Bond Purchase Contract") entered into by and between the District and the Underwriter. If the Bonds are sold to produce the yields or prices shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bond Purchase Contract provides that the Underwriter will purchase all of the Bonds so offered if any are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into unit investment trusts) and others at prices higher or yields lower than the public offering prices or yields stated on the inside front cover page hereof. The initial offering prices or yields set forth

on the inside front cover page hereof may be changed, from time to time, by the Underwriter without amendment of the Official Statement.

CONTINUING DISCLOSURE

The District will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the District by not later than February 1 in each year commencing February 1, 2025 (the "Annual Reports"), and to provide notices of the occurrence of certain enumerated events (the "Notices of Listed Events"). The Annual Reports, the Notices of Listed Events and any other document or information required to be filed by the District as such will be filed with the MSRB through, EMMA, as described in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." The specific nature of the information to be contained in the Annual Reports and the Notices of Listed Events is also set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE UNDERTAKING." These covenants will be made in order to assist the Underwriter in complying with the SEC's Rule 15c2-12(b)(5) (the "Rule"). A failure by the District to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price. *Pursuant to Arizona Law, the ability of the District to comply with such covenants will be subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants.* Should the District not comply with such covenants due to a failure to appropriate for such purpose, the District has covenanted to provide notice of such fact to the MSRB. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds, specifically their market price and transferability.

FINANCIAL ADVISOR

Hilltop Securities Inc. (the "Financial Advisor") has been engaged by the District for the purpose of advising the District as to certain debt service structuring matters specific to the Bonds and on certain matters relative to the District's overall debt financing program. The Financial Advisor has assisted in the assembly and preparation of this Official Statement at the direction and on behalf of the District. No person is entitled to rely on the Financial Advisor's participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy and completeness of the information contained herein.

RELATIONSHIP AMONG PARTIES

Bond Counsel serves and has served as bond counsel for one or more of the political subdivisions that the District territorially overlaps. Counsel to the Underwriter has previously acted as bond counsel with respect to other bonds underwritten by the Underwriter and may continue to do so in the future if requested.

The Underwriter and the Financial Advisor have underwritten or acted as financial advisor with respect to bonds issued by the City and other overlapping political subdivisions.

This Official Statement has been approved, executed and delivered by the District.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

By: _____
Chairman, Board of Directors

INFORMATION REGARDING THE CITY OF BUCKEYE, ARIZONA

The following information concerning the City is for background information only as the District lies within the geographical limits of the City. THE BONDS ARE NOT AN OBLIGATION OF THE CITY IN ANY RESPECT. THE BONDS ARE DIRECT GENERAL OBLIGATIONS OF THE DISTRICT, PAYABLE FROM AD VALOREM TAXES LEVIED AGAINST ALL TAXABLE PROPERTY IN THE DISTRICT, AS DESCRIBED UNDER THE HEADING "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS."

General

The City is located approximately 30 miles from downtown Phoenix, Arizona ("Phoenix"), approximately four miles south of Interstate 10 on State Route 85. The City was founded in 1888 and incorporated in 1929. The City's municipal boundaries encompass approximately 650 square miles and the City sits at an elevation of 888 feet above sea level. Not all property within the perimeter boundaries of the City are annexed into the City, however over 392 square miles are annexed into the City.

The following table illustrates respective population statistics for the City, the County, Arizona and the State.

POPULATION STATISTICS

Calendar Years	City of Buckeye	Maricopa County	State of Arizona
2023 Estimate (a)	109,729	4,665,020	7,525,113
2020 Census	91,502	4,420,568	7,151,502
2010 Census	50,876	3,817,117	6,392,017
2000 Census	8,497	3,072,149	5,130,632
1990 Census	4,436	2,122,101	3,665,339
1980 Census	3,434	1,509,175	2,716,546

(a) Estimate as of July 1, 2023 (released December 2023).

Source: Arizona Department of Commerce, Population Statistics Unit and the U.S. Census Bureau.

Government

The City operates under a Council-Manager form of government. The "Council" is comprised of the Mayor and six Councilmembers. The Mayor is elected at large every four years. Councilmembers each represent a district and are elected to staggered four-year terms. The Council appoints a Manager who has full responsibility for carrying out Council policies and administering operations.

The City provides a portion of its residents with water and sewer services; electricity is provided by Arizona Public Service Company, natural gas is provided by Southwest Gas Company and telephone service is provided by CenturyLink Communications Inc. In some areas of the City, water and/or sewer services are provided by private utility companies.

Transportation

State Route 85, connecting the City with Phoenix, runs north to south just west of the City's downtown. Interstate 10 also traverses the northern portion of the City. Buckeye Municipal Airport, adjacent to Interstate 10, is used by small, general aviation aircraft and is planning a future runway extension. Sky Harbor International Airport in Phoenix provides passenger air service. Bus lines are also available in the Phoenix metropolitan area.

Economy

The Roosevelt Irrigation District and Buckeye Water Conservation and Drainage District canals provide a renewable supply of water for the City's farming needs. Employment for the City's residents is provided by agricultural activity services, education, government and the nearby Palo Verde Nuclear Plant. The Palo Verde Nuclear Plant is located approximately 20 miles west of the City and is outside the boundaries of the City. The close proximity of the City to the greater Phoenix metropolitan area also provides employment. Part of the City's agricultural production includes Pima cotton which is processed in local cotton gins and exported worldwide. See below for certain historic employment information and a list of major employers located in and within close proximity of the City.

MAJOR EMPLOYERS
City of Buckeye, Arizona

Employer	Description	Approximate Number of Employees
Walmart	Retail	1,470
State of Arizona	Government	1,020
City of Buckeye	Government	650
Buckeye Elementary School District 33	Education	490
Frys Food Stores	Grocery	490
Clayton Homes	Homebuilder	440
Litchfield Elementary School District 79	Education	400
Funko	Retail	300
The Odyssey Preparatory Academy	Education	190
Liberty Elementary School District 25	Education	170

Source: Maricopa Association of Governments, Employer Database. Accessed February 22, 2023.

The table below illustrates the unemployment rate averages for the City.

UNEMPLOYMENT RATE AVERAGES

Calendar Year	United States	State of Arizona (a)	Maricopa County (a)	City of Buckeye (a)
2024 (b)	4.1%			
2023	3.6	3.9%	3.4%	4.6%
2022	3.7	3.8	3.3	4.5
2021	5.4	5.1	4.6	6.1
2020	8.1	7.8	7.3	8.1
2019	3.7	4.8	4.1	5.0

(a) This table includes restated data: Local Area Unemployment Statistics ("LAUS") program data is intermittently revised to incorporate new population controls, update inputs, re-estimation of models, and adjustments to new census division and national control totals.

(b) Data is not seasonally adjusted, is preliminary and is an average of January 2024 for the National Unemployment through December 2023 for LAUS data.

Source: Arizona Office of Economic Opportunity – *Local Area Unemployment Statistics* and *National Labor Force Statistics*. Data accessed February 18, 2024.

Commerce

The following table illustrates taxable sales collections for the City.

MUNICIPAL PRIVILEGE TAX COLLECTIONS
City of Buckeye, Arizona
($000s omitted)

Fiscal Year	Amount
2022/23	$73,680
2021/22	62,067
2020/21	52,929
2019/20	40,276
2018/19	33,415

Source: Arizona Department of Revenue, Municipal Privilege Tax Collection Program.

Educational Facilities

Elementary and high school education is available through five elementary school districts, two unified school districts and two union high school districts. Higher education is provided by Estrella Mountain Community College ten miles east of the City; Arizona State University located in several locations within the greater Phoenix area.

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APPENDIX B

FORM OF LEGAL OPINION OF BOND COUNSEL

[Closing Date]

District Board
Verrado Western Overlay Community Facilities District
(City of Buckeye, Arizona)

Re: Verrado Western Overlay Community Facilities District
(City of Buckeye, Arizona)
General Obligation Bonds, Series 2024

Honorable Board:

At your request we have examined the official proceedings leading to the issuance of $8,290,000* aggregate principal amount of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) General Obligation Bonds, Series 2024 (the "*Bonds*"), dated [Closing Date], issued by the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "*District*").

We have examined the law and such documents and matters as we have deemed necessary to render this opinion including, without limitation, Resolution No. __-24, passed and adopted by the Board of Directors of the District (the "*District Board*") on May 7, 2024* (the "*Resolution*"). As to questions of fact material to our opinion we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The District is duly created and validly existing as a community facilities district and political subdivision of the State of Arizona with power to pass and adopt the Resolution, perform the agreements on its part contained therein and issue the Bonds.

2. The Resolution has been duly passed and adopted by the District Board and is valid and binding upon and enforceable against the District.

3. The Bonds and the proceedings leading to and including the issuance thereof are legal and constitute a valid and binding general obligation of the District.

4. All taxable property within the District is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, at the same time and in the same manner as other taxes of the District, an annual tax upon the taxable property in the District sufficient, together with any money from other sources lawfully available to pay the principal of and interest on the Bonds when due.

5. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Bonds are not

* Subject to change.

private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the District rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The District has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the District with such restrictions, conditions and requirements.

The rights of the owners of the Bonds and the enforceability of those rights and the rights and obligations of the District with respect to the Resolution and to collection of taxes may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

APPENDIX C

BOOK-ENTRY-ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Bond Registrar and Paying Agent for DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Securities Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and together with the Direct Participants, the "Participants"). DTC has Standard & Poor's rating of: "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and Paying Agent and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of principal of and interest on the Bonds and the redemption price of any Bond will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Bond Registrar and Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar and Paying Agent or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of and interest on the Bonds and the redemption price of any Bonds will be made to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or Bond Registrar and Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Bond Registrar and Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but none of the District, Bond Counsel, the Financial Advisor, the Underwriter or counsel to the Underwriter take any responsibility for the accuracy thereof. The Beneficial Owners should confirm their information with DTC or the DTC Participants.

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

CONTINUING DISCLOSURE UNDERTAKING

$8,290,000*
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)
GENERAL OBLIGATION BONDS, SERIES 2024

(CUSIP BASE NUMBER 92511R)

This Undertaking is executed and delivered by Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) (the "Issuer"), in connection with the issuance of the captioned municipal securities (the "Securities") for the benefit of the owners of the Securities, being the registered owners thereof or any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any of the Securities (including persons holding the Securities through nominees, depositories or other intermediaries) or is treated as the owner of any Securities for federal income tax purposes.

Section 1. Definitions.

"Annual Report" shall mean any annual report provided by the Issuer pursuant to, and as described in, Section 2.

"Authorizing Document" shall mean the resolution or resolutions authorizing the issuance of the Securities.

"Dissemination Agent" shall mean any agent which has executed a dissemination agent agreement with the Issuer and such successors and assigns of such agent.

"EMMA" shall mean the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board. Information regarding submissions to EMMA is available at http://emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 3(a).

"Notice of Listed Event" shall mean any notice provided by the Issuer pursuant to, and as described in, Section 3.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Contents and Provision of Annual Reports.

(a) (i) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, NOT LATER THAN FEBRUARY 1 OF EACH YEAR, COMMENCING FEBRUARY 1, 2025, PROVIDE THROUGH EMMA AN ANNUAL REPORT WHICH IS CONSISTENT WITH THE REQUIREMENTS OF SUBSECTION (b) OF THIS SECTION.***

* Subject to change.

(ii) ***IF THE ISSUER IS UNABLE OR FOR ANY OTHER REASON FAILS TO PROVIDE AN ANNUAL REPORT OR ANY PART THEREOF BY THE DATE REQUIRED IN SUBSECTION (a)(i) OF THIS SECTION, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, SEND A NOTICE TO THAT EFFECT NOT LATER THAN SUCH DATE THROUGH EMMA ALONG WITH THE OTHER PARTS, IF ANY, OF THE ANNUAL REPORT.***

(b) (i) The Annual Reports shall contain or incorporate by reference the following:

(A) Information of the type in [TABLES 2, 3, 4, 6, and 7] of the Official Statement, dated _____, 2024, with respect to the Securities.

(B) Audited financial statements for the preceding fiscal year, if any, such statements to be prepared on the basis of generally accepted accounting principles as applied to governmental units. ***IF THE FISCAL YEAR OF THE ISSUER CHANGES, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

(ii) The Annual Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference from other documents other information, including final offering documents of debt issues of the Issuer or related public entities which have been submitted to the Municipal Securities Rulemaking Board. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so incorporated by reference.

(iii) ***If audited financial statements are to be included in an Annual Report but are not available in time to satisfy the requirements of Subsection (a)(i) of this Section, unaudited financial statements must be provided at the requisite time as part of the Annual Report and as soon as possible (but not later than thirty (30) days) after such audited financial statements become available, the audited financial statements shall be provided through EMMA.***

Section 3. Reporting of Listed Events.

(a) This Section shall govern the giving of notices of the occurrence of any of the following events (the "Listed Events") with respect to the Securities:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults, if material.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(vii) Modifications to rights of security holders, if material.

(viii) Bond calls, if material, and tender offers.

(ix) Defeasances.

(x) Release, substitution or sale of property securing repayment of the securities, if material.

(xi) Rating changes.

(xii) Bankruptcy, insolvency, receivership or similar events of the obligated person, being if any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a

proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(xiii) The consummation of a merger, consolidation or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(xiv) Appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(xv) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(xvii) Notice of a failure of the obligated person to provide required annual financial information on or before the date specified in Section 2 above, including any non-appropriation to cover applicable costs.

(b) Whether events subject to the standard "material" would be material shall be determined under applicable federal securities laws.

(c) ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, PROMPTLY, BUT NOT MORE THAN TEN (10) BUSINESS DAYS THEREAFTER, FILE A NOTICE OF LISTED EVENT OF SUCH OCCURRENCE THROUGH EMMA.***

Section 4. Termination of Reporting Obligation. The obligations of the Issuer pursuant to this Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Securities. ***SUBJECT TO ANNUAL APPROPRIATION TO COVER THE COSTS OF PREPARATION AND MAILING THEREOF, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, GIVE NOTICE OF SUCH TERMINATION THROUGH EMMA AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE DATE AN ANNUAL REPORT WOULD OTHERWISE HAVE BEEN DUE.***

Section 5. Amendment or Waiver.

(a) Notwithstanding any other provision of this Undertaking, the Issuer may amend this Undertaking, and any provision of this Undertaking may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Issuer or type of business conducted; (ii) this Undertaking, as amended or affected by such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (iii) such amendment or waiver does not materially impair the interests of the owners of the Securities, as determined either by parties (such as bond counsel) unaffiliated with the Issuer or by an approving vote of the registered owners of the Securities pursuant to the terms of the Authorizing Document at the time of the amendments.

(b) The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such

comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, such comparison also shall be quantitative. ***IF THE ACCOUNTING PRINCIPLES OF THE ISSUER CHANGE, THE ISSUER SHALL, OR SHALL CAUSE THE DISSEMINATION AGENT TO, FILE A NOTICE OF SUCH CHANGE IN THE SAME MANNER AS FOR A NOTICE OF LISTED EVENT.***

Section 6. Additional Information. Nothing in this Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Undertaking or any other means of communication, or including any other information in any Annual Report or Notice of Listed Event, in addition to that which is required by this Undertaking. If the Issuer chooses to include any information in any Annual Report or Notice of Listed Event in addition to that which is specifically required by this Undertaking, the Issuer shall have no obligation under this Undertaking to update such information or include it in any future Annual Report or Notice of Listed Event.

Section 7. Default. In the event of a failure of the Issuer to comply with any provision of this Undertaking, any owner of a Security for the benefit of which this Undertaking is being provided may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Undertaking. A default under this Undertaking shall not be deemed an event of default for other purposes of the Authorizing Document, and the sole remedy under this Undertaking in the event of any failure of the Issuer to comply with this Undertaking shall be an action to compel performance.

Section 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in satisfying the obligations of the Issuer hereunder and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Undertaking and the applicable, related agency agreement, and, to the extent permitted by applicable law, the Issuer shall indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties of the Dissemination Agent pursuant to this Undertaking and the applicable, related agency agreement, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of the Dissemination Agent. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Securities.

Dated: [Closing Date]

VERRADO WESTERN OVERLAY COMMUNITY
FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA)

By_____
Chairman, Board of Directors

APPENDIX E

AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2023

BUCKEYE, AZ

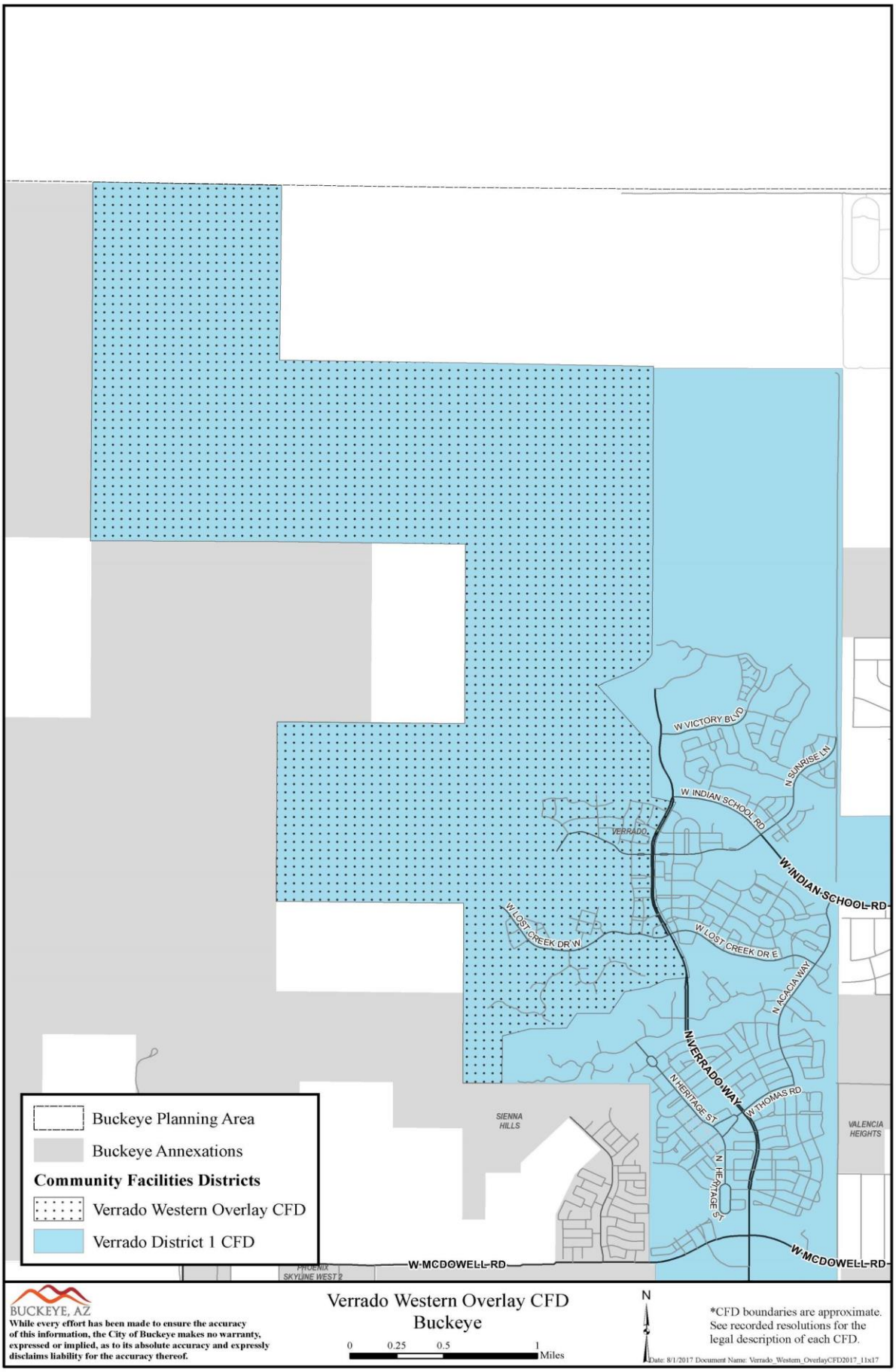
Verrado Western Overlay Community Facilities District

Annual Financial Report

City of Buckeye

Year Ended June 30, 2023

Issued by: City of Buckeye Finance Department


W VICTORY BLVD
N SUNRISE LN
W INDIAN SCHOOL RD
VERRADO
W INDIAN SCHOOL RD
W LOST CREEK DR W
W LOST CREEK DR E
N ACACIA WAY
N VERRADO WAY
N HERITAGE ST
W THOMAS RD
SIENNA HILLS
VALENCIA HEIGHTS
N HERITAGE ST
W MCDOWELL RD
W MCDOWELL RD
PHOENIX SKYLINE WEST 2
Buckeye Planning Area
Buckeye Annexations
Community Facilities Districts
Verrado Western Overlay CFD
Verrado District 1 CFD
BUCKEYE, AZ
While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.
Verrado Western Overlay CFD
Buckeye
0 0.25 0.5 1 Miles
N
*CFD boundaries are approximate. See recorded resolutions for the legal description of each CFD.
Date: 8/1/2017 Document Name: Verrado_Western_OverlayCFD2017_11x17

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Independent Auditor's Report

Board of Directors
Verrado Western Overlay Community Facilities District

Report on Audit of Financial Statements

Opinions
We have audited the accompanying financial statements of the governmental activities and each major fund of Verrado Western Overlay Community Facilities District (District), a component unit of the City of Buckeye, Arizona, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Verrado Western Overlay Community Facilities District, as of June 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions
We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Verrado Western Overlay Community Facilities District, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Supplementary Information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual financial report. The other information, as listed in the table of contents, does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on other work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
December 22, 2023

BASIC FINANCIAL STATEMENTS

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

STATEMENT OF NET POSITION

June 30, 2023

	Governmental Activities
ASSETS	
Cash and investments	$ 41,816
Receivables, net	11,979
Restricted assets	
Cash with paying agent	818,073
Total assets	871,868
LIABILITIES	
Accounts payable	463
Matured debt interest payable	82,939
Noncurrent liabilities:	
Due within one year	390,000
Due in more than one year	6,115,000
Total liabilities	6,588,402
Net position:	
Unrestricted	(5,716,534)
Total net position	$ (5,716,534)

The notes to the basic financial statements are an integral part of this statement.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

STATEMENT OF ACTIVITIES

YEAR ENDED JUNE 30, 2023

Functions/Programs	Expenses	Net (Expense) Revenue and Changes in Net Position Governmental Activities
Governmental activities		
General government	$ 24,347	$ (24,347)
Interest on long-term debt	168,377	(168,377)
Total governmental activities	192,724	(192,724)

General revenues:	
Taxes:	
Property taxes	617,570
Investment earnings	16,366
Total general revenues	633,936
Change in net position	441,212
Net position - beginning	(6,157,746)
Net position - ending	$ (5,716,534)

The notes to the basic financial statements are an integral part of this statement.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

BALANCE SHEET - GOVERNMENTAL FUNDS

June 30, 2023

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash and investments	$ 41,816	$ -	$ 41,816
Receivables, net			
Intergovernmental	719	11,260	11,979
Restricted assets:			
Cash with paying agent	-	818,073	818,073
Total assets	$ 42,535	$ 829,333	$ 871,868
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 463	$ -	$ 463
Matured debt principal payable	-	390,000	390,000
Matured debt interest payable	-	82,939	82,939
Total liabilities	463	472,939	473,402
Fund balances:			
Restricted			
Debt service	-	356,394	356,394
Unassigned	42,072	-	42,072
Total fund balances	42,072	356,394	398,466
Total liabilities and fund balances	$ 42,535	$ 829,333	$ 871,868

The notes to the basic financial statements are an integral part of this statement.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

June 30, 2023

Total governmental fund balances	$	398,466
Amounts reported for governmental activities in the statement of net position are different because:		
Some liabilities, including bonds payable are not due and payable in the current year and therefore are not reported in the funds.		
Bonds payable		(6,115,000)
Total net position of governmental activities	$	(5,716,534)

The notes to the basic financial statements are an integral part of this statement.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2023

	General	Debt Service	Total Governmental Funds
REVENUES			
Taxes			
Property taxes	$ 37,164	$ 580,406	$ 617,570
Investment earnings	-	16,366	16,366
Total revenues	37,164	596,772	633,936
EXPENDITURES			
Current:			
General government	24,347	-	24,347
Debt service:			
Principal retirement	-	390,000	390,000
Interest and fiscal charges	2,500	165,877	168,377
Total expenditures	26,847	555,877	582,724
Net change in fund balances	10,317	40,895	51,212
Fund balances - beginning	31,755	315,499	347,254
Fund balances - ending	$ 42,072	$ 356,394	$ 398,466

The notes to the basic financial statements are an integral part of this statement.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities

For the Year Ended June 30, 2023

Net change in fund balances - total governmental funds	51,212
Amounts reported for governmental activities in the statement of activities are different because:	
The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The issuance of long-term debt increases long-term liabilities on the statement of net position and the repayment of principal on long-term debt reduces long-term debt on the statement of net position. Likewise, refunding and defeasance of existing debt reduces the balance of long-term debt without adding additional debt. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when the debt is first issued, whereas these items are deferred and amortized over the term of the long-term debt in the statement of activities.	
Principal payments on long-term debt	390,000
Change in net position of governmental activities	$ 441,212

The notes to the basic financial statements are an integral part of this statement.

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL- GENERAL FUND
YEAR ENDED JUNE 30, 2023

	Budgeted Amounts			
	Adopted	Final	Actual Amount Budgetary Basis	Variance Between Final Budget and Actual Amounts
REVENUES				
Taxes	$ 68,841	$ 68,841	$ 37,164	$ (31,677)
Total revenues	68,841	68,841	37,164	(31,677)
EXPENDITURES				
Current:				
General government	105,181	105,181	24,347	80,834
Interest and fiscal charges	-	-	2,500	(2,500)
Total expenditures	105,181	105,181	26,847	78,334
Net change in fund balances	(36,340)	(36,340)	10,317	46,657
Fund balances - beginning	36,340	36,340	31,755	(4,585)
Fund balances - ending	$ -	$ -	$ 42,072	$ 42,072

The notes to the basic financial statements are an integral part of this statement.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Verrado Western Overlay Community Facilities District (District) is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and is authorized under state law to issue general obligation (GO) or revenue bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or by specific revenues generated within the District (revenue bonds). The District was created by petition to the city council by property owners within the area to be covered by the District, and debt may be issued only after approval of voters within the District.

The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The more significant of the District's accounting policies are described below.

A. Reporting Entity

The District, a component unit of the City of Buckeye, Arizona (City), was established (June 19, 2001), and is a political subdivision of the State of Arizona as well as a municipal corporation by Arizona Law. The City Council serves as the Board of Directors. All transactions of the District are included in the City's financial statements. However, the City has no liability for the debt.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) present financial information about the District as a whole. The reported information includes all of the non-fiduciary activities of the District. For the most part, the effect of internal activity has been removed from these statements. These statements are to distinguish between the governmental and business-type activities of the District. Governmental activities normally are supported by tax revenues, and are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District does not have any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes, investment income and other items not included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements – The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor or provider have been met. As a general rule, the effect of internal activity has been eliminated from the government-wide financial statements.

Fund Financial Statements – Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due. As permitted by generally accepted accounting principles, the District applies the "early

recognition" option for debt service payments. Property tax resources are provided in Debt Service Fund during the current year for the payment of debt service principal and interest due early in the following year (less than one month). Therefore the expenditures and related liabilities have been recognized.

Property taxes and investment income associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Miscellaneous revenues are not susceptible to accrual because generally they are not measurable until received in cash.

Delinquent property taxes and other receivables that will not be collected within the available period have been reported as unavailable revenues on the governmental fund financial statements.

The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column.

The District reports all funds as major governmental funds:

General Fund – The General Fund is the District's primary operating fund. It accounts for all resources used to finance District maintenance and operations except those required to be accounted for in other funds.

Debt Service Fund – The Debt Service Fund accounts for the accumulation of resources for, and the payment of, long-term debt principal, interest and related costs.

D. Cash and Investments

Arizona Revised Statutes (A.R.S.) authorize the District to invest public monies in the State Treasurer's Local Government Investment Pool, interest-bearing savings account, certificates of deposit, and repurchase agreements in eligible depositories; bonds or other obligations of the U.S. government that are guaranteed as to principal and interest by the U.S. government; and bonds of the State of Arizona counties, cities, school districts, and special districts as specified by statute.

Cash represents amounts in demand deposits and amounts held in trust by financial institutions. The funds held in trust are available to the District upon demand. Cash equivalents as defined as short-term (original maturities of three months or less), highly liquid investments that are 1) readily convertible to known amounts of cash and 2) so near maturity that they present insignificant risk of changes in value because of changes in interest rates.

E. Investment Income

Investment income is comprised of interest, dividends, and net changes in the fair value of applicable investments.

F. Receivables and Payables

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as either "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

All receivables, including property taxes receivable, are shown net of an allowance for uncollectibles.

G. Property Taxes

The County Treasurer is responsible for collecting property taxes for all governmental entities within the county. The District levies real property taxes on or before the third Monday in August, which become due and payable in two equal installments. The first installment is due on the first day of October and becomes delinquent after the first business day of November. The second installment is due on the first day of March of the next year and becomes delinquent after the first business day of May.

Pursuant to A.R.S., a lien against assessed real property attaches on the first day of January preceding assessment and levy, however according to case law, an enforceable legal claim to the asset does not arise.

H. Restricted Assets

Certain proceeds of the District's bonds, as well as certain resources set aside for their repayment, are classified as restricted cash on the statement of net position and on the balance sheet because their use is limited by applicable bond covenants.

I. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position may report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position may report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

J. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities on the statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Deferred amounts on refunding result from the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

K. Net Position Flow Assumption

In the government-wide financial statements the District applies restricted resources first when outlays are incurred for purposes for which either restricted or unrestricted amounts are available.

L. Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

M. Budgetary Data

According to state statutes, the District adopts a budget on an annual basis. There are no statutory spending limitation but the District cannot spend more than actual revenues collected and carryover unrestricted cash balance from the prior fiscal year. There were no supplemental budgetary appropriations made during the year.

N. Deficit Net Position

As described previously, the District was formed to finance and acquire or construct infrastructure assets that are subsequently dedicated to the City for operation. The District does not own or operate infrastructure. Therefore, the Statement of Net Position reflects a large liability without an offsetting asset.

NOTE 2 – FUND BALANCE CLASSIFICATIONS

Fund balances of the governmental funds are reported separately within classifications based on hierarchy of the constraints placed on the use of those resources. The classifications are based on the relative strength of the constraints

that control how the specific amounts can be spent. The classifications are nonspendable, restricted, and unrestricted, which includes committed, assigned, and unassigned fund balance classifications.

Nonspendable. The nonspendable fund balance classification includes amounts that cannot be spent because they are not in spendable form, or are legally or contractually required to be maintained intact.

Restricted. Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation.

Committed. The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action of the Board of Directors. Those committed amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action it employed to previously commit those amounts. Commitments may be established, modified, or rescinded only through resolutions approved by the Board of Directors.

Assigned. Amounts in the assigned fund balance classification are intended to be used by the District for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by the Board of Directors or a management official delegated that authority by the formal Governing Board action. The District has adopted the City's policy on which only the Board of Directors or the District's Treasurer may assign amounts for specific purposes.

Unassigned. Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The District applies restricted resources first when outlays are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 3 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

In the General Fund, the following line item accounts exceeded the amounts budgeted. The Board adopts the expenditure appropriations at the District level. For presentation purposes, we have elected to show any deficits at the line item level within the Fund, all of which was funded by available fund balances within the General Fund.

	Budgeted Amounts			Variance Between
General Fund:	Adopted	Final	Actual Amount Budgetary Basis	Final Budget and Actual Amounts
Current:				
Interest and fiscal charges	-	-	2,500	(2,500)

NOTE 4 – CASH AND INVESTMENTS

Custodial Credit Risk – Deposits. Custodial credit risk is the risk that in the event of bank failure the District's deposits may not be returned to the District. The District does not have a deposit policy for custodial credit risk. The unrestricted cash is in a repurchase sweep agreement rather than a deposit. At year end, the carrying amount of the District's bank balance was $41,816, all of which was covered by collateral in the City's name as part of the Arizona State Treasurer's Statewide Pooled Collateral Program. In addition to unrestricted cash balance, the District also maintains deposits with paying agents and trustees. Restricted cash at year end equaled $818,073 which represents amounts held by the District's Trustee for future debt service payments. Cash with the Trustee is collateralized by the District's Agent in the District's name.

NOTE 5 – LONG TERM DEBT PAYABLE

The District is a special purpose district created specifically to acquire or construct public infrastructure within specific areas of the City of Buckeye, Arizona, and is authorized under state law to issue general obligation (GO) or revenue bonds to be repaid by property (ad valorem) taxes levied on property within the District (for GO debt), or by specific revenues generated within the District (revenue bonds). The District was created by petition to the City Council by property owners within the area to be covered by the District, and debt may be issued only after approval of the voters within the District. The District has $47 million of authorized GO bonds authority remaining. The District comprises approximately 5,120 acres and wholly resides within the Overlay District and a portion of Verrado District #1.

General Obligation Bonds

The CFD Board of Directors has pledged revenue derived from the property taxes levied on the real property of the Verrado Western Overlay CFD to repay $13,000,000 in variable rate general obligation bonds issued November 2004. Proceeds were used for the construction and acquisition of public infrastructure. The bonds are payable from property taxes levied on property owners within the District. By way of a current refunding, these bonds were fully defeased through the issuance of $7,515,000 Verrado Western Overlay General Obligation Refunding Bonds, Series 2019 issued in October 2019. The total principal remaining to be paid on the bonds is $6,115,000. The principal paid for the current year was $390,000.

Notes to Financial Statements
June 30, 2023

Purpose	Interest Rates (%)	Matures	Original Issue Amount	Amount Outstanding
Verrado Western Overlay General Obligation, Refunding Bonds, 2019 (private placement)	2.55%	July 2033	$ 7,515,000	$ 6,115,000
Total Verrado Western Overlay			$ 7,515,000	$ 6,115,000

Annual debt service requirements to maturity on general obligation bonds at year-end are summarized as follows:

Fiscal Year Ending	Private Placement	
	Principal	Interest
2024	$ 425,000	$ 155,932
2025	460,000	145,095
2026	495,000	133,365
2027	535,000	120,742
2028	580,000	107,100
2029-33	3,620,000	290,063
	$ 6,115,000	$ 952,297

NOTE 6 – CHANGES IN LONG-TERM LIABILITIES

Long-term liability activity for the current fiscal year was as follows:

Notes to Financial Statements
June 30, 2023

	July 1, 2022	Increases	Decreases	June 30, 2023	Due Within One Year
Governmental Activities:					
Bonds payable:					
General Obligations	$ 6,505,000	$ -	$ (390,000)	$ 6,115,000	$ -
Total bonds payable	$ 6,505,000	$ -	$ (390,000)	$ 6,115,000	$ -

NOTE 7 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions and natural disasters. The District's insurance protection is provided by the Arizona Municipal Risk Retention Pool, of which the District is a participating member. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

The Arizona Municipal Risk Retention Pool is structured such that member premiums are based on an actuarial review that will provide adequate reserves to allow the pool to meet its expected financial obligations. The pool has authority to assess its member's additional premiums should reserves and annual premium be insufficient to meet the pool's obligations.

SUPPLEMENTARY INFORMATION

VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL- DEBT SERVICE FUND
YEAR ENDED JUNE 30, 2023

	Budgeted Amounts			
	Adopted	Final	Actual Amount Budgetary Basis	Variance Between Final Budget and Actual Amounts
REVENUES				
Taxes	$ 555,878	$ 555,878	$ 580,406	$ 24,528
Investment earnings	-	-	16,366	16,366
Total revenues	555,878	555,878	596,772	40,894
EXPENDITURES				
Current:				
General Government	100,000	100,000	-	100,000
Debt Service:				
Principal retirement	390,000	390,000	390,000	-
Interest and fiscal charges	165,878	165,878	165,877	1
Contingency	80,996	80,996	-	80,996
Total expenditures	736,874	736,874	555,877	180,997
Net change in fund balances	(180,996)	(180,996)	40,895	221,891
Fund balances - beginning	180,996	180,996	315,499	134,503
Fund balances - ending	$ -	$ -	$ 356,394	$ 356,394

OTHER INFORMATION

Ad Valorem Taxation in the District

The tables below are shown to indicate (a) for fiscal years FY15-16 through FY22-23, the Net Assessed Limited Property Value of the District, utilizing new constitutional and statutory property valuation requirements, and (b) for fiscal years FY13-14 through FY14-15, the then-applicable, but now-replaced, Net Secondary Assessed Valuations of the District.

(a) The Full Cash Value and Net Assessed Limited Property Value of taxable property within the boundaries of the District for fiscal years FY15-16 through FY22-23 are as follows:

Fiscal Year	Full Cash Value	Net Assessed Limited Property Value
FY 22-23	$283,575,483	$22,934,113
FY 21-22	223,514,057	18,375,737
FY 20-21	218,322,219	17,212,231
FY 19-20	193,196,848	15,958,190
FY 18-19	176,471,522	14,366,339
FY 17-18	179,265,178	15,678,849
FY 16-17	163,427,403	14,821,076
FY 15-16	140,140,590	14,349,858

(b) The Full Cash Value and Net Secondary Assessed Valuation of taxable property within the boundaries of the District for the indicated fiscal year is as follows:

Fiscal Year	Full Cash Value	Net Secondary Assessed Value
FY 14-15	$116,973,846	$14,291,050
FY 13-14	104,697,697	13,511,336

Source: Maricopa County Assessor's Office

Net Assessed Valuation by Property Classification

The table below is shown to indicate for fiscal years FY21-22 and FY22-23, the Net Assessed Limited Property Values by property classification for the District, utilizing new constitutional and statutory property valuation requirements.

Net Assessed Limited Property Values by Property Classification

Legal Class	Description	Fiscal Year FY 21-22	Percent of Total	Fiscal Year FY 22-23	Percent of Total
1	Commercial/Industrial	$1,626,906	8.85%	$1,739,116	7.58%
2	Agricultural/Vacant	2,790,088	15.18%	4,430,778	19.32%
3	Residential	9,102,952	49.54%	11,189,321	48.79%
4	Residential Rental	4,855,791	26.43%	5,574,898	24.31%
	Total	**$18,375,737**	**100.00%**	**$22,934,113**	**100.00%**

Source: Maricopa County Assessor's Office

Net Assessed Property Values of Major Taxpayers

The tables below are shown to indicate for fiscal years FY21-22 and FY22-23, the major property taxpayers located within the District, and their FY21-22 and FY22-23 Net Assessed Limited Property Value, utilizing new constitutional and statutory property valuation requirements, and their relative proportion of the total Net Assessed Limited Property Value for the District.

Fiscal Year 22-23

Taxpayer	Net Assessed Limited Property Value	As Percent of District's Total Net Assessed Limited Property Value
CND-HIGHLANDS II LLC	$784,594	3.42%
DMB VERRADO GOLF I LLC	777,187	3.39%
MAINSTREET CORE PROPERTIES LLC	649,857	2.83%
WEEKLEY HOMES LLC	623,739	2.72%
FLYING LAND PARTNERS LLC	598,977	2.61%
FIDELITY NATIONAL TITLE INS COMPANY TR B176	426,854	1.86%
320 VERRADO LLC	158,510	0.69%
LME-06 PROPERTIES L L C	157,565	0.69%
HOWARD MILES W/ROBYNNE L	155,974	0.68%
ROBERT AND ANDREA VAN HOFWEGEN FAMILY LLC	147,570	0.64%
Total	**$4,480,827**	**19.54%**

Fiscal Year 21-22

Taxpayer	Net Assessed Limited Property Value	As Percent of District's Total Net Assessed Limited Property Value
DMB VERRADO GOLF I LLC	$763,450	4.15%
MAINSTREET CORE PROPERTIES LLC	636,595	3.46%
FIDELITY NATIONAL TITLE INS COMPANY TR B176	534,164	2.91%
WEEKLEY HOMES LLC	153,082	0.83%
320 VERRADO LLC	150,962	0.82%
LME-06 PROPERTIES L L C	150,062	0.82%
HOWARD MILES W/ROBYNNE L	148,547	0.81%
ROBERT AND ANDREA VAN HOFWEGEN FAMILY LLC	140,900	0.77%
GRANITE RIDGE 303 LLC	123,637	0.67%
KAVENEY LIVING TRUST	120,800	0.66%
Total	**$2,922,199**	**15.90%**

Source: Maricopa County Assessor's Office.

Record of Taxes Levied and Collected in the District

Under Arizona law, the Board of Supervisors of the County is required to establish and levy a tax in an amount sufficient to satisfy debt service and O&M requirements of the District. Property taxes are levied and collected on property within the District by the Treasurer of the County on behalf of the District. The following table sets forth the tax collection records of the District for the periods shown:

	Real and Secured	Collected to June 30th (b)(c)		Total Collections (b)(c)	
Fiscal Year	Personal Property Tax Levy (a)	Amount	Percent of Tax Levy	Amount	Percent of Tax Levy
2022-23	$624,679	$606,549	97.10%	$606,549	97.10%
2021-22	540,429	529,299	97.94%	540,312	99.98%
2020-21	584,562	567,118	97.02%	584,533	100.00%
2019-20	717,656	699,107	97.42%	717,677	100.00%
2018-19	672,719	661,344	98.31%	669,705	99.55%

Source: Maricopa County Assessor's Office

(a) Tax levy is as reported by the Treasurer of the County as of August of each fiscal year. Amount does not include adjustments made to levy amounts after the August period.

(b) Reflects collections made through June 30, the end of the fiscal year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1, but is waived if the full tax year's taxes are paid in full by December 31. The second installment becomes due on March 1 and is delinquent on May 1. Interest at the rate of 16 percent per annum attaches on first and second installments following their delinquent dates. Penalties for delinquent payments are not included in the above collection figures.

(c) Reflects collections made through June 30, 2023.

Overlapping General Obligation Bonded Indebtedness

Overlapping general obligation bonded indebtedness is shown below including a breakdown of each overlapping jurisdiction's applicable general obligation bonded indebtedness, Net Assessed Limited Property Value and combined tax rate per $100 Net Assessed Limited Property Value. Outstanding bonded indebtedness is comprised of general obligation bonds outstanding and general obligation bonds schedule for sale. The applicable percentage of each jurisdiction's assessed valuation which lies within the District's boundaries was derived from information obtained from the Assessor of the County.

			Proportion Applicable to the District		
Direct and Overlapping Jurisdiction	Net Assessed Limited Property Value	Net Outstanding Bonded Debt (a)	Approx. Percent	Net Amount	Tax Rate per $100 of Net Assessed Limited Property Value
State of Arizona	$78,405,598,978	None	0.029%	None	$0.0000
Maricopa County	51,575,018,185	None	0.044%	None	1.6052 (b)
Maricopa County Community College District	51,575,018,185	$135,585,000	0.044%	$60,291	1.1894
Maricopa County Special Health Care District	51,575,018,185	600,335,000	0.044%	266,954	0.2488
West Maricopa Education Center District No. 402	19,300,490,997	130,195,000	0.119%	154,706	0.1538
City of Buckeye	718,798,778	None	3.191%	None	1.7048
Saddle Mountain Unified School District No. 90	807,107,046	47,840,000	2.842%	1,359,383	3.4896
Verrado Community Facilities District	176,126,526	47,495,000	13.021%	6,184,507	3.4894
Verrado Western Overlay Community Facilities District	**22,934,113**	**6,505,000**	**100.000%**	**6,505,000**	**2.7238**
Total Net Direct and Overlapping Genera Obligation Bonded Debt				**$14,530,842**	**$14.6048**

Source: Maricopa County Tax Levy and State and County Abstract of the Assessment Roll.

(a) Outstanding bonded debt for various jurisdictions is as of June 30, 2023.

(b) The County's tax rate includes the $0.1400 tax rate of the Central Arizona Project, the $0.1592 tax rate of the Maricopa County Flood Control District, the $0.0505 tax rate of the Maricopa County Free Library, the $0.0082 tax rate for the contribution to the Maricopa County Fire District, and the $1.2473 tax rate of the County. It should be noted that the County Flood Control District does not levy taxes on personal property.

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APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

[BACK COVER PAGE]

CITY OF BUCKEYE
Joint Meeting of the Community Facilities Districts
BOARD ACTION REPORT

MEETING DATE: 05/07/24	**AGENDA ITEM:** 3.F. Resolution No. 04-24 Modification of Assessment 2 For Apache Farms as Modified 02-01-001 through 02-01-277 in Watson Road CFD
DATE PREPARED: 05/07/24	**DISTRICT NO.:** Watson Road
STAFF LIAISON: Brandon Squire, District Engineer, brandon.squire@epsgroup.com, (623) 691-8002	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** CFD Item

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Board of Directors of the Watson Road Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 04-24 approving the modification of assessments in Assessment District No. 1.

RELEVANT GOALS:
GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

SUMMARY

PROJECT DESCRIPTION:
Special assessment bonds were sold to finance improvements and assessments were levied against all parcels within the Assessment District No. 1. The assessment to be modified (Assessment No. 2) is known as Apache Farms. Assessment No. 2 was originally included as one unsubdivided parcel with a blanket assessment of $1,667,822.00. Annual Assessment payments have been made to the District, leaving a current outstanding assessment amount of $647,693.54. Forestar (USA) Real Estate Group, Inc., owner of the real property subject to Assessment No. 2, has requested that it be modified to place a per lot assessment of $2,338.24 on newly created Assessment Nos. 02-01-001 through 02-01-171, inclusive, and a per lot assessment of $2,338.25 on newly created Assessment Nos. 02-01-172 through 01-01-277, inclusive. The requested changes will not alter the current outstanding total assessment amount of $647,693.54.

BENEFITS:
Board approval of this modification will allow continued collection by the District of assessments for Special Assessment District No. 1 to retire bonds on schedule or sooner in an orderly fashion.

FUTURE ACTION:
After reallocation of the assessments pursuant to Resolution No. 04-24, all of the currently outstanding assessment amounts will be allocated to individual lots and no further reallocation will be necessary.

BUDGETED:
No

FISCAL YEAR:
2024-2025

FUND/DEPARTMENT:
8010

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

PFDoc - Watson Road - Apache Farms - Petition for Mod of Assessment 2(6150200.2).pdf
RES No. 04-24 - Buckeye Watson Road CFD - Assmt Mod 2 (003)(4.16.24)(6147962.3).docx
Assessment 2 (Parcel 6-01) Mod PP.pptx

PETITION FOR MODIFICATION OF ASSESSMENT

TO THE DISTRICT BOARD OF THE WATSON ROAD COMMUNITY FACILITIES DISTRICT:

Pursuant to Arizona Revised Statutes ("*A.R.S.*") Section 48-594, the undersigned hereby certifies that they are all people who have an interest in the affected lot(s) subject to Assessment No. 2 (also known as Parcel 6-01 in the Feasibility Report relating to the Special Assessment Revenue Bonds, Series 2005, and the Special Assessment Revenue Refunding Bonds, Series 2020) within the Watson Road Community Facilities District (City of Buckeye, Arizona) (the "*District*"), Special Assessment District No. 1 (the "*Assessment District*").

The District was formed by the City of Buckeye in 2005 to construct and install sewer mains and to expand the capacity of the Beloat Road wastewater treatment plant. The District's Special Assessment Revenue Bonds, Series 2005, as thereafter refunded by the issuance of the District's Special Assessment Revenue Refunding Bonds, Series 2020, were sold to finance the improvements and assessments were levied against all of the parcels within the Assessment District boundaries, including Assessment No. 2. Assessment No. 2 was originally included in the Assessment District as one unsubdivided parcel with a blanket assessment for "Apache Farms" of $1,667,822.00. The parcel was subdivided as shown on the "Final Plat for Apache Farms" as recorded in Book 1702, Page 21, Maricopa County Records and "Replat of Tract G of Apache Farms" recorded in Book 1738, Page 11, Maricopa County Records. Since the formation of the District and levying of the original assessments, annual assessment payments have been made to the District. The current outstanding assessment amount for Assessment No. 2 is $647,693.54.

Forestar (USA) Real Estate Group Inc., owner of the real property subject to Assessment No. 2, has requested that Assessment No. 2 be modified to place a per lot assessment of $2,338.24, on Assessment Nos. 02-01-001 through 02-01-171, inclusive, and a per lot assessment of $2,338.25 on Assessment Nos. 02-01-172 through 02-01-277, inclusive.

(1) The undersigned hereby requests that the following assessment numbers:

Assessment No.	Legal Description	Amount	Owner/Address Legal Description per Recent Tax Roll
2	(See Exhibit A)	$647,693.54	Forestar (USA) Real Estate Group Inc.

(2) Be modified in the following manner:

Assessment No.	Legal Description	Amount	Owner/Address Legal Description per New Assessed Lot(s)
02-01-001 through 02-01-171	(See Exhibit B)	$399,839.04	Forestar (USA) Real Estate Group Inc.
02-01-172 through 02-01-277	(See Exhibit B)	$247,854.50	Forestar (USA) Real Estate Group Inc.
Total		**$647,693.54**	

Attached to this Petition and marked Exhibit A is a true and correct copy of the description of the property subject to the original assessments to be modified.

Attached to this Petition and marked Exhibit B is a legal description of the property for each respective assessment set forth above as modified in accordance with this request.

Attached to this Petition and marked Exhibit C is a true copy of the amended portion of the assessment diagram with respect to the assessment set forth above.

The undersigned(s) acknowledge(s) that, upon approval by the District Board of the District, the corrected assessment shall be binding on the undersigned(s) as provided by A.R.S. § 48-594. The undersigned hereby waive any notices, hearings and objection rights as described in A.R.S. § 48-594.

WHEREFORE, the undersigned hereby requests that the District Board of the District modify and correct the assessment number(s) set forth in Paragraph (1) to read in the manner set forth in Paragraph (2) hereof and direct the Superintendent of Streets to note the modification on his record of the assessments, together with the date such modification is made.

[Signatures on following page]

OWNER (or person claiming interest) **Assessment No. 2**

Forestar (USA) Real Estate Group Inc., a Delaware Corporation,

_____
By: Brian Konderik
Its: Division President – Arizona
Date: _____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ____ day of _____, 2024, before me personally appeared Brian Konderik, the Division President – Arizona, of Forestar (USA) Real Estate Group Inc., whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Petition for Modification of Assessment on behalf of the Forestar (USA) Real Estate Group Inc., which consists of ten (10) pages, including this page.

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

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

NOTE: ALL PERSONS CLAIMING AN INTEREST IN THE PARCEL(S) MUST EXECUTE THIS PETITION INCLUDING MORTGAGE AND LIEN HOLDERS

EXHIBIT A

(Legal description of affected lot(s))

Original Assessment No. 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 944.09 FEET TO A POINT;

THENCE NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1705.31 FEET TO A POINT ON THE NORTH-SOUTH MIDSECTION LINE, SAID POINT BEARING NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST AT A DISTANCE OF 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 21, A DISTANCE OF 1281.45 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 2614.48 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF APACHE ROAD, SAID POINT LYING 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION 21;

THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 760.07 FEET TO A POINT;

THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 911.09 FEET;

THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST, A DISTANCE OF 521.97 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING EXISTING RIGHT-OF-WAY FOR BROADWAY ROAD:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 944.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1705.36 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 21, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD;

THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1705.31 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING EXISTING RIGHT-OF-WAY FOR APACHE ROAD:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 555.28 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 760.07 FEET TO A POINT;

THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF APACHE ROAD;

THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 760.07 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

* * *

EXHIBIT B
(Legal description of new assessed lot(s))

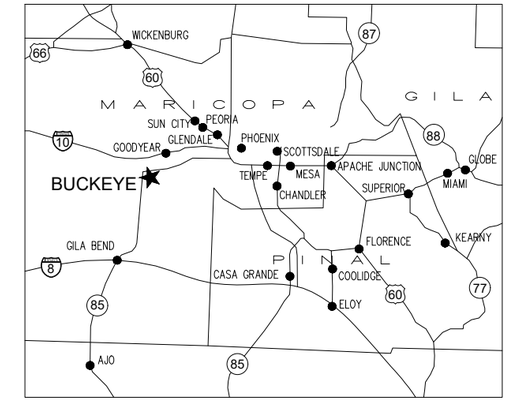
Assessed Lots 02-01-001 through 02-01-125:
LOTS 1 THROUGH 125, INCLUSIVE, OF "FINAL PLAT - A 'REPLAT OF TRACT G OF APACHE FARMS,' BOOK 1702 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS" AS RECORDED IN BOOK 1738, PAGE 11, MARICOPA COUNTY RECORDS, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

Assessed Lots 02-01-126 through 02-01-277:
LOTS 126 THROUGH 277, INCLUSIVE, OF "FINAL PLAT FOR APACHE FARMS" AS RECORDED IN BOOK 1702, PAGE 21, MARICOPA COUNTY RECORDS, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

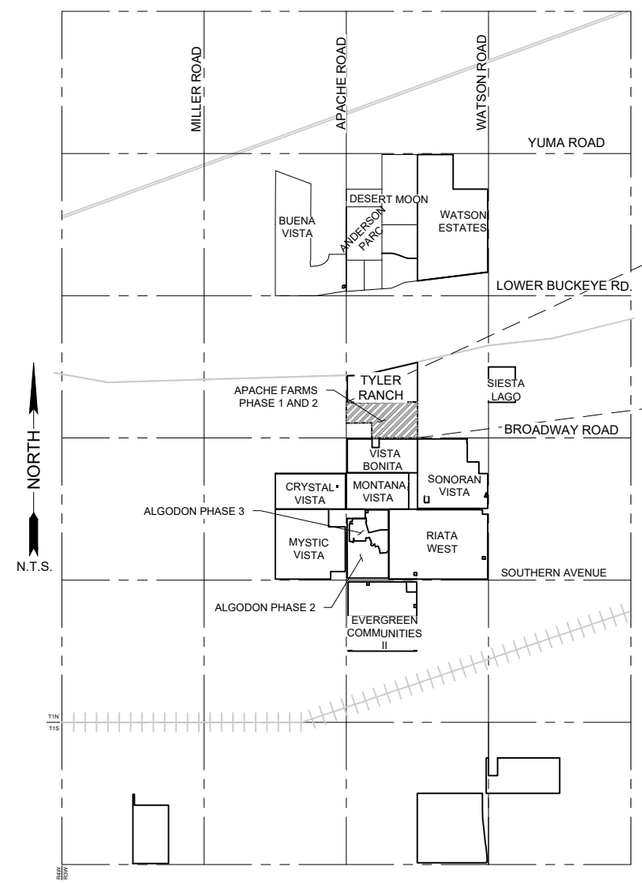
* * *

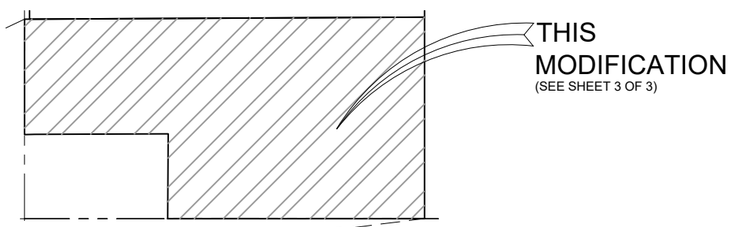
EXHIBIT C
(Amended Assessment Diagram)

WATSON ROAD
COMMUNITY FACILITIES DISTRICT
CITY OF BUCKEYE
MODIFICATION OF ASSESSMENT NO. 2 (PARCEL 6-01)
AMENDED ASSESSMENT DIAGRAM



LOCATION MAP
N.T.S.





KEY MAP
(NTS)

ENGINEER CERTIFICATION

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES DEPICTED ON THIS PLAN WERE SUPPLIED BY EPS GROUP INC. AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ENGINEER _____ DATE 04-16-24

APPROVED BY RESOLUTION NO. _____ AT A MEETING OF THE BOARD OF DIRECTORS OF THE WATSON ROAD COMMUNITY FACILITIES DISTRICT OF THE CITY OF BUCKEYE, ARIZONA ON THE _____ DAY OF _____, 2024

DISTRICT CLERK _____ DATE _____

SIGNED THIS _____ DAY OF _____, 2024

SUBMITTED: _____ DATE _____
SUPERINTENDENT OF STREETS

MODIFICATION ASSESSMENT TABLE			
PHASE	ASSESSMENT NO.	LOTS	DATE
1 & 2	002-01-001 THROUGH 002-01-277	277	04-16-2024

EXHIBIT C
WATSON ROAD COMMUNITY FACILITIES DISTRICT

CITY OF BUCKEYE
MODIFICATION OF ASSESSMENT NO. 2 (PARCEL 6-01)

Registered Professional Engineer (Civil)
CERTIFICATE NO. 35177
BRANDON LEE SQUIRE
Date Signed 04-16-24
ARIZONA U.S.A.

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

DATE: 04-16-24

SHEET NO.
1 OF 3

WATSON ROAD
COMMUNITY FACILITIES DISTRICT
CITY OF BUCKEYE
MODIFICATION OF ASSESSMENT NO. 2 (PARCEL 6-01)
EXHIBIT C

REMAINING ORIGINAL ASSESSMENT

ASSESSMENT NO.	AMOUNT
2	$647,693.54

(LEGAL DESCRIPTION OF ASSESSED LOT(S))

ORIGINAL ASSESSMENT No. 2 (PARCEL 6-01)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE FULLY DESCRIBED AS FOLLOWS:

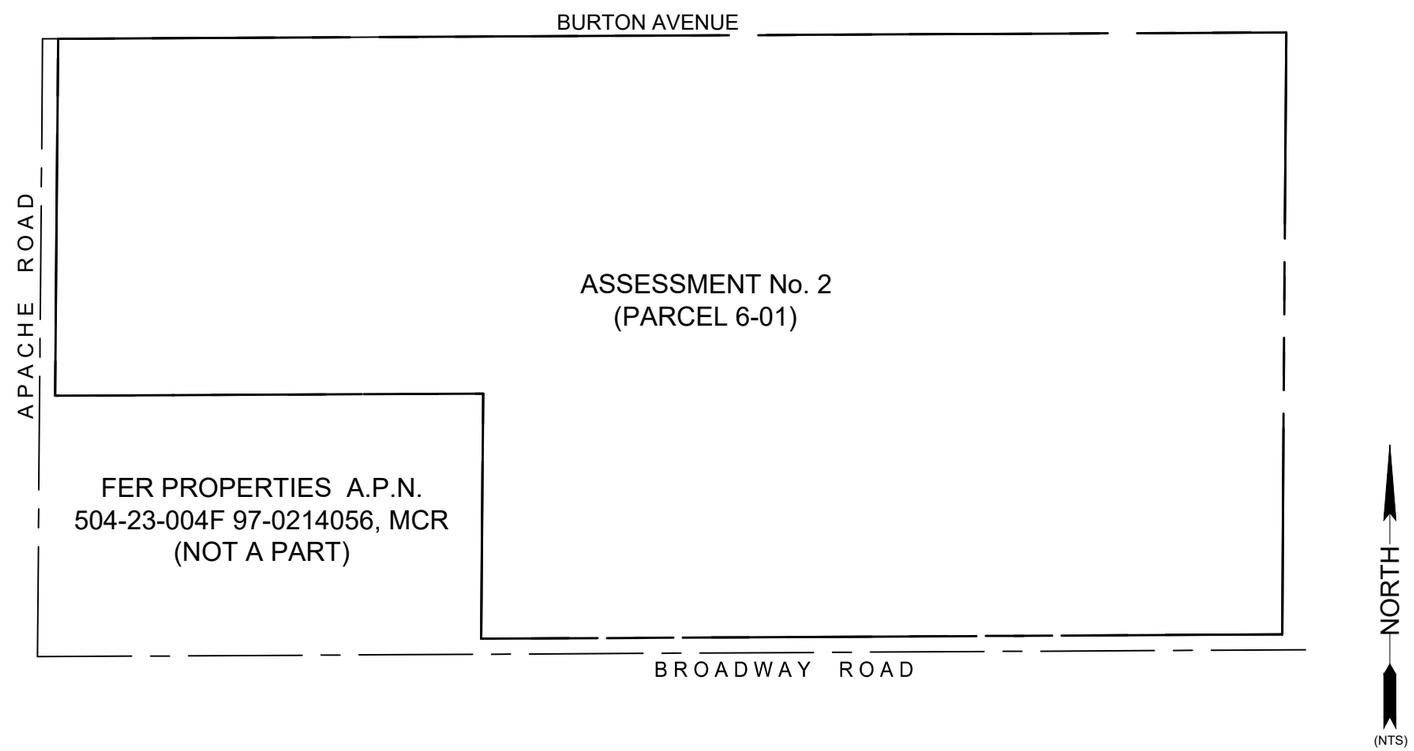
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;
THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 944.09 FEET TO A POINT;
THENCE NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1705.31 FEET TO A POINT ON THE NORTH SOUTH MID-SECTION LINE, SAID POINT BEARING NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST AT A DISTANCE OF 33.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST ALONG THE NORTH SOUTH MID-SECTION LINE OF SAID SECTION 21, A DISTANCE OF 1281.45
FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 21;
THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 2614.48 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF APACHE ROAD, SAID POINT LYING 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION 21;
THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAYLINE, A DISTANCE OF 760.07 FEET TO A POINT; THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 91 1.09 FEET;
THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST, A DISTANCE OF 521.97 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH THE FOLLOWING EXISTING RIGHT-OF-WAY FOR BROADWAY ROAD:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 944.09 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89 DEGREES 41 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1705.36 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21;
THENCE NORTH 00 DEGREES 23 MINUTES 02 SECONDS EAST ALONG THE NORTH SOUTH MIDSECTION LINE OF SAID SECTION 21, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD;
THENCE SOUTH 89 DEGREES 41 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 1705.31 FEET TO A POINT;
THENCE SOUTH 00 DEGREES 28 MINUTES 10 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH THE FOLLOWING EXISTING RIGHT-OF-WAY FOR APACHE ROAD:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 21, A DISTANCE OF 555.28 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00 DEGREES 28 MINUTES 10 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 760.07 FEET TO A POINT;
THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.



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DATE: 04-16-24

SHEET NO.
2 OF 3

WATSON ROAD
COMMUNITY FACILITIES DISTRICT
CITY OF BUCKEYE
ASSESSMENT NO.
002-01-001 THROUGH 002-01-277
EXHIBIT C

NEW ASSESSMENTS

LOT NO.	ASSMNT NO.	AMOUNT
1	002-01-001	$ 2,338.24
2	002-01-002	$ 2,338.24
3	002-01-003	$ 2,338.24
4	002-01-004	$ 2,338.24
5	002-01-005	$ 2,338.24
6	002-01-006	$ 2,338.24
7	002-01-007	$ 2,338.24
8	002-01-008	$ 2,338.24
9	002-01-009	$ 2,338.24
10	002-01-010	$ 2,338.24
11	002-01-011	$ 2,338.24
12	002-01-012	$ 2,338.24
13	002-01-013	$ 2,338.24
14	002-01-014	$ 2,338.24
15	002-01-015	$ 2,338.24
16	002-01-016	$ 2,338.24
17	002-01-017	$ 2,338.24
18	002-01-018	$ 2,338.24
19	002-01-019	$ 2,338.24
20	002-01-020	$ 2,338.24
21	002-01-021	$ 2,338.24
22	002-01-022	$ 2,338.24
23	002-01-023	$ 2,338.24
24	002-01-024	$ 2,338.24
25	002-01-025	$ 2,338.24
26	002-01-026	$ 2,338.24
27	002-01-027	$ 2,338.24
28	002-01-028	$ 2,338.24
29	002-01-029	$ 2,338.24
30	002-01-030	$ 2,338.24
31	002-01-031	$ 2,338.24
32	002-01-032	$ 2,338.24
33	002-01-033	$ 2,338.24
34	002-01-034	$ 2,338.24
35	002-01-035	$ 2,338.24
36	002-01-036	$ 2,338.24
37	002-01-037	$ 2,338.24
38	002-01-038	$ 2,338.24
39	002-01-039	$ 2,338.24
40	002-01-040	$ 2,338.24
41	002-01-041	$ 2,338.24
42	002-01-042	$ 2,338.24
43	002-01-043	$ 2,338.24
44	002-01-044	$ 2,338.24
45	002-01-045	$ 2,338.24
46	002-01-046	$ 2,338.24
47	002-01-047	$ 2,338.24
48	002-01-048	$ 2,338.24
49	002-01-049	$ 2,338.24
50	002-01-050	$ 2,338.24
51	002-01-051	$ 2,338.24
52	002-01-052	$ 2,338.24
53	002-01-053	$ 2,338.24
54	002-01-054	$ 2,338.24
55	002-01-055	$ 2,338.24
56	002-01-056	$ 2,338.24
57	002-01-057	$ 2,338.24
58	002-01-058	$ 2,338.24
59	002-01-059	$ 2,338.24
60	002-01-060	$ 2,338.24
61	002-01-061	$ 2,338.24
62	002-01-062	$ 2,338.24
63	002-01-063	$ 2,338.24
64	002-01-064	$ 2,338.24
65	002-01-065	$ 2,338.24
66	002-01-066	$ 2,338.24
67	002-01-067	$ 2,338.24
68	002-01-068	$ 2,338.24
69	002-01-069	$ 2,338.24
70	002-01-070	$ 2,338.24
71	002-01-071	$ 2,338.24
72	002-01-072	$ 2,338.24
73	002-01-073	$ 2,338.24
74	002-01-074	$ 2,338.24
75	002-01-075	$ 2,338.24
76	002-01-076	$ 2,338.24
77	002-01-077	$ 2,338.24
78	002-01-078	$ 2,338.24
79	002-01-079	$ 2,338.24
80	002-01-080	$ 2,338.24
81	002-01-081	$ 2,338.24
82	002-01-082	$ 2,338.24
83	002-01-083	$ 2,338.24
84	002-01-084	$ 2,338.24
85	002-01-085	$ 2,338.24
86	002-01-086	$ 2,338.24
87	002-01-087	$ 2,338.24
88	002-01-088	$ 2,338.24
89	002-01-089	$ 2,338.24
90	002-01-090	$ 2,338.24
91	002-01-091	$ 2,338.24
92	002-01-092	$ 2,338.24
93	002-01-093	$ 2,338.24
94	002-01-094	$ 2,338.24
95	002-01-095	$ 2,338.24
96	002-01-096	$ 2,338.24
97	002-01-097	$ 2,338.24
98	002-01-098	$ 2,338.24

LOT NO.	ASSMNT NO.	AMOUNT
99	002-01-099	$ 2,338.24
100	002-01-100	$ 2,338.24
101	002-01-101	$ 2,338.24
102	002-01-102	$ 2,338.24
103	002-01-103	$ 2,338.24
104	002-01-104	$ 2,338.24
105	002-01-105	$ 2,338.24
106	002-01-106	$ 2,338.24
107	002-01-107	$ 2,338.24
108	002-01-108	$ 2,338.24
109	002-01-109	$ 2,338.24
110	002-01-110	$ 2,338.24
111	002-01-111	$ 2,338.24
112	002-01-112	$ 2,338.24
113	002-01-113	$ 2,338.24
114	002-01-114	$ 2,338.24
115	002-01-115	$ 2,338.24
116	002-01-116	$ 2,338.24
117	002-01-117	$ 2,338.24
118	002-01-118	$ 2,338.24
119	002-01-119	$ 2,338.24
120	002-01-120	$ 2,338.24
121	002-01-121	$ 2,338.24
122	002-01-122	$ 2,338.24
123	002-01-123	$ 2,338.24
124	002-01-124	$ 2,338.24
125	002-01-125	$ 2,338.24
126	002-01-126	$ 2,338.24
127	002-01-127	$ 2,338.24
128	002-01-128	$ 2,338.24
129	002-01-129	$ 2,338.24
130	002-01-130	$ 2,338.24
131	002-01-131	$ 2,338.24
132	002-01-132	$ 2,338.24
133	002-01-133	$ 2,338.24
134	002-01-134	$ 2,338.24
135	002-01-135	$ 2,338.24
136	002-01-136	$ 2,338.24
137	002-01-137	$ 2,338.24
138	002-01-138	$ 2,338.24
139	002-01-139	$ 2,338.24
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141	002-01-141	$ 2,338.24
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148	002-01-148	$ 2,338.24
149	002-01-149	$ 2,338.24
150	002-01-150	$ 2,338.24
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152	002-01-152	$ 2,338.24
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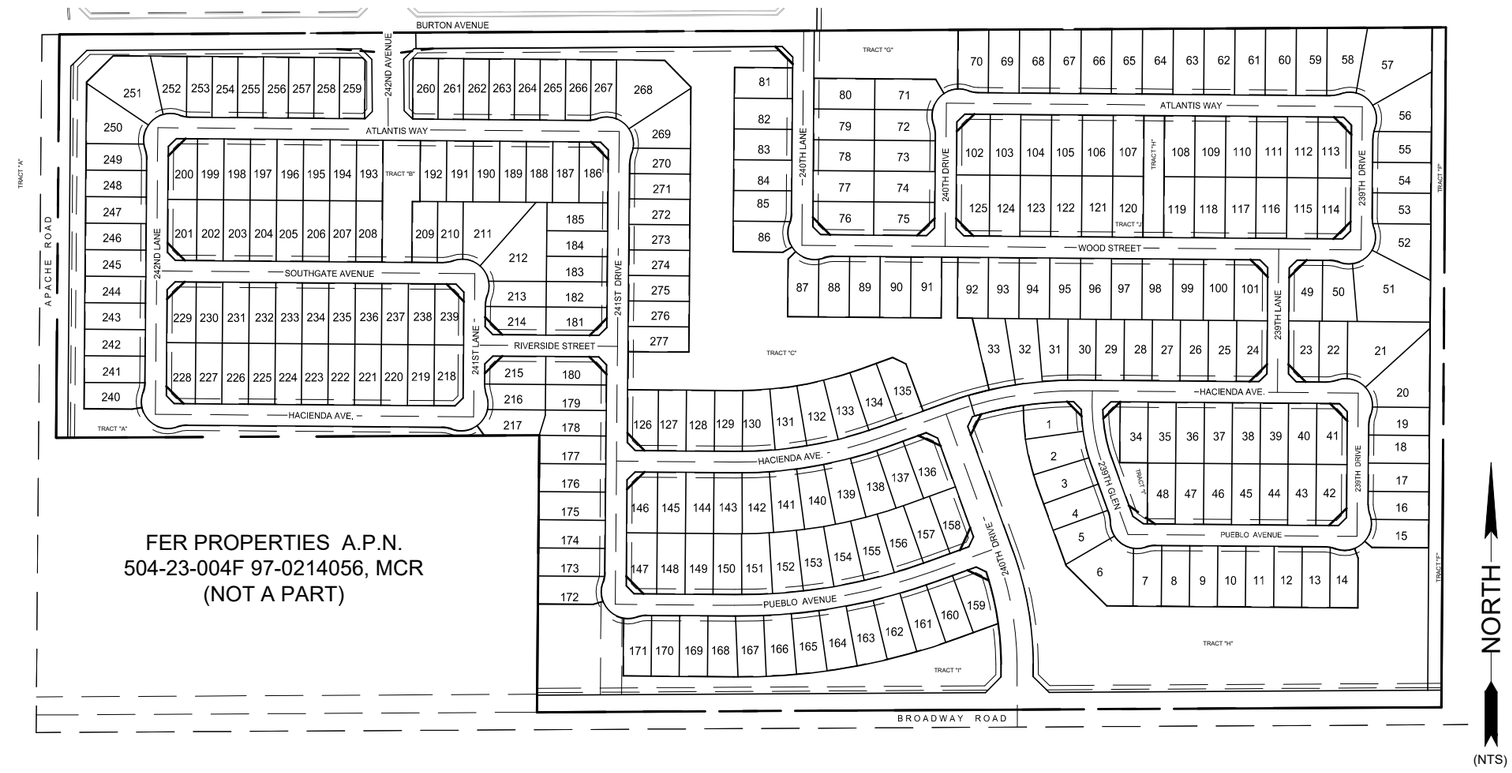
156	002-01-156	$ 2,338.24
157	002-01-157	$ 2,338.24
158	002-01-158	$ 2,338.24
159	002-01-159	$ 2,338.24
160	002-01-160	$ 2,338.24
161	002-01-161	$ 2,338.24
162	002-01-162	$ 2,338.24
163	002-01-163	$ 2,338.24
164	002-01-164	$ 2,338.24
165	002-01-165	$ 2,338.24
166	002-01-166	$ 2,338.24
167	002-01-167	$ 2,338.24
168	002-01-168	$ 2,338.24
169	002-01-169	$ 2,338.24
170	002-01-170	$ 2,338.24
171	002-01-171	$ 2,338.24
172	002-01-172	$ 2,338.25
173	002-01-173	$ 2,338.25
174	002-01-174	$ 2,338.25
175	002-01-175	$ 2,338.25
176	002-01-176	$ 2,338.25
177	002-01-177	$ 2,338.25
178	002-01-178	$ 2,338.25
179	002-01-179	$ 2,338.25
180	002-01-180	$ 2,338.25
181	002-01-181	$ 2,338.25
182	002-01-182	$ 2,338.25
183	002-01-183	$ 2,338.25
184	002-01-184	$ 2,338.25
185	002-01-185	$ 2,338.25
186	002-01-186	$ 2,338.25
187	002-01-187	$ 2,338.25
188	002-01-188	$ 2,338.25
189	002-01-189	$ 2,338.25
190	002-01-190	$ 2,338.25
191	002-01-191	$ 2,338.25
192	002-01-192	$ 2,338.25
193	002-01-193	$ 2,338.25
194	002-01-194	$ 2,338.25
195	002-01-195	$ 2,338.25
196	002-01-196	$ 2,338.25

LOT NO.	ASSMNT NO.	AMOUNT
197	002-01-197	$ 2,338.25
198	002-01-198	$ 2,338.25
199	002-01-199	$ 2,338.25
200	002-01-200	$ 2,338.25
201	002-01-201	$ 2,338.25
202	002-01-202	$ 2,338.25
203	002-01-203	$ 2,338.25
204	002-01-204	$ 2,338.25
205	002-01-205	$ 2,338.25
206	002-01-206	$ 2,338.25
207	002-01-207	$ 2,338.25
208	002-01-208	$ 2,338.25
209	002-01-209	$ 2,338.25
210	002-01-210	$ 2,338.25
211	002-01-211	$ 2,338.25
212	002-01-212	$ 2,338.25
213	002-01-213	$ 2,338.25
214	002-01-214	$ 2,338.25
215	002-01-215	$ 2,338.25
216	002-01-216	$ 2,338.25
217	002-01-217	$ 2,338.25
218	002-01-218	$ 2,338.25
219	002-01-219	$ 2,338.25
220	002-01-220	$ 2,338.25
221	002-01-221	$ 2,338.25
222	002-01-222	$ 2,338.25
223	002-01-223	$ 2,338.25
224	002-01-224	$ 2,338.25
225	002-01-225	$ 2,338.25
226	002-01-226	$ 2,338.25
227	002-01-227	$ 2,338.25
228	002-01-228	$ 2,338.25
229	002-01-229	$ 2,338.25
230	002-01-230	$ 2,338.25
231	002-01-231	$ 2,338.25
232	002-01-232	$ 2,338.25
233	002-01-233	$ 2,338.25
234	002-01-234	$ 2,338.25
235	002-01-235	$ 2,338.25
236	002-01-236	$ 2,338.25
237	002-01-237	$ 2,338.25
238	002-01-238	$ 2,338.25
239	002-01-239	$ 2,338.25
240	002-01-240	$ 2,338.25
241	002-01-241	$ 2,338.25
242	002-01-242	$ 2,338.25
243	002-01-243	$ 2,338.25
244	002-01-244	$ 2,338.25
245	002-01-245	$ 2,338.25
246	002-01-246	$ 2,338.25
247	002-01-247	$ 2,338.25
248	002-01-248	$ 2,338.25
249	002-01-249	$ 2,338.25
250	002-01-250	$ 2,338.25
251	002-01-251	$ 2,338.25
252	002-01-252	$ 2,338.25
253	002-01-253	$ 2,338.25
254	002-01-254	$ 2,338.25
255	002-01-255	$ 2,338.25
256	002-01-256	$ 2,338.25
257	002-01-257	$ 2,338.25
258	002-01-258	$ 2,338.25
259	002-01-259	$ 2,338.25
260	002-01-260	$ 2,338.25
261	002-01-261	$ 2,338.25
262	002-01-262	$ 2,338.25
263	002-01-263	$ 2,338.25
264	002-01-264	$ 2,338.25
265	002-01-265	$ 2,338.25
266	002-01-266	$ 2,338.25
267	002-01-267	$ 2,338.25
268	002-01-268	$ 2,338.25
269	002-01-269	$ 2,338.25
270	002-01-270	$ 2,338.25
271	002-01-271	$ 2,338.25
272	002-01-272	$ 2,338.25
273	002-01-273	$ 2,338.25
274	002-01-264	$ 2,338.25
275	002-01-275	$ 2,338.25
276	002-01-276	$ 2,338.25
277	002-01-277	$ 2,338.25



FER PROPERTIES A.P.N.
504-23-004F 97-0214056, MCR
(NOT A PART)

(LEGAL DESCRIPTION OF ASSESSED LOT(S))

AMENDED ASSESSMENT NO. 002-01-001 THROUGH 002-01-277 (LOTS 1-277)

ASSESSMENT LOTS 002-01-001 THROUGH 002-01-125

LOTS 1 THROUGH 125, INCLUSIVE, OF "FINAL PLAT A "REPLAT OF TRACT G OF APACHE FARMS", BOOK 1702 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS", AS RECORDED IN BOOK 1738, PAGE 11, MARICOPA COUNTY RECORDS, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

ASSESSMENT LOTS 002-01-126 THROUGH 002-01-277

LOTS 126 THROUGH 277, INCLUSIVE, OF "FINAL PLAT FOR APACHE FARMS", AS RECORDED IN BOOK 1702, PAGE 21, MARICOPA COUNTY RECORDS", CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

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DATE: 04-16-24

SHEET NO.
3 OF 3

RESOLUTION NO. 04-24 (Watson Road)

RESOLUTION OF THE BOARD OF DIRECTORS OF WATSON ROAD COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) APPROVING THE MODIFICATION OF ASSESSMENTS IN ASSESSMENT DISTRICT NUMBER 1.

WHEREAS, pursuant to Arizona Revised Statutes ("*A.R.S.*") § 48-594(B), the District Engineer of Watson Road Community Facilities District (City of Buckeye, Arizona) (the "*District*") has, on behalf of the Superintendent of Streets, prepared a list of assessments on certain property within the District, which assessments are to be modified, including (a) the assessment number, legal description and amount assessed on each affected lot or parcel before the modification, (b) the assessment number, legal description and address of the owner as shown on the most recent tax roll, and (c) the amount to be assessed on each lot or parcel after modification; and

WHEREAS, the District Engineer has caused to be prepared and presented to the Board of Directors of the District (the "*District Board*") an amendment to the Assessment Diagram reflecting the requested modification; and

WHEREAS, the District Engineer has caused a notice to be mailed to the sole owner of the affected parcel showing the proposed reallocation and stating that the owner may file a written objection to the reallocation within 20 days after the notice was mailed; and

WHEREAS, no objections to the reallocation of the assessment have been received during the time provided by law; and

WHEREAS, the District Board has considered the matter and has the advice of its District Engineer with respect to the improvements constructed and the assessments levied for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WATSON ROAD COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA), that:

Section 1. Pursuant to A.R.S. § 48-594(B) and the petition submitted by the property owner, and good cause appearing therefore, it is hereby ordered that Assessment Number 2 be reallocated in accordance with the assessment modification submitted by the District Engineer.

Section 2. The amended Assessment Diagram is approved with such modifications as are set forth on Exhibit A attached hereto.

Section 3. The District Board hereby directs: (i) the District Engineer to record the modified assessment and amended Assessment Diagram in the Superintendent of Streets' office pursuant to A.R.S. § 48-594(B); and (ii) the District Attorney to record, or cause to be recorded the amended notice of recording of assessment in the records of Maricopa County, Arizona.

Section 4. The modified assessment numbers will now be 02-01-001 through 02-01-277, inclusive.

Section 5. The costs of the modification shall be paid by the property owner requesting this reallocation, or, if not so paid, shall be included in the amount of the assessment, as reallocated, and, if not sooner paid, shall be included in the next installment of the assessment due with respect to the affected parcels.

PASSED AND ADOPTED by the Board of Directors of Watson Road Community Facilities District (City of Buckeye, Arizona) this 7th day of May 2024.

_____
District Chairman

ATTEST:

_____
District Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.
District Counsel

I hereby certify that I have verified the legal descriptions with respect to modifications of the above-numbered assessments and that the modifications set forth on the attached assessment diagram are acceptable to me.

_____
District Engineer

6147962.3

CERTIFICATE

I, Lucinda J. Aja, the duly appointed and acting District Clerk of the Watson Road Community Facilities District (City of Buckeye, Arizona), do hereby certify that the above and foregoing Resolution No. 04-24 was duly passed by the Board of Directors of the Watson Road Community Facilities District (City of Buckeye, Arizona), at a regular meeting held on May 7, 2024, and the vote was ____ aye's, ____ nay's, ____ abstained and ____ were absent and that the Chair and ___ Board Members were present thereat.

DATED: May 7, 2024.

_____
Lucinda J. Aja, District Clerk

6147962.3

EXHIBIT A

Amended Assessment Diagram

(see attached)

Watson Road Community Facilities District

Amended Modification of Assessment No. 2 (Parcel 6-01)

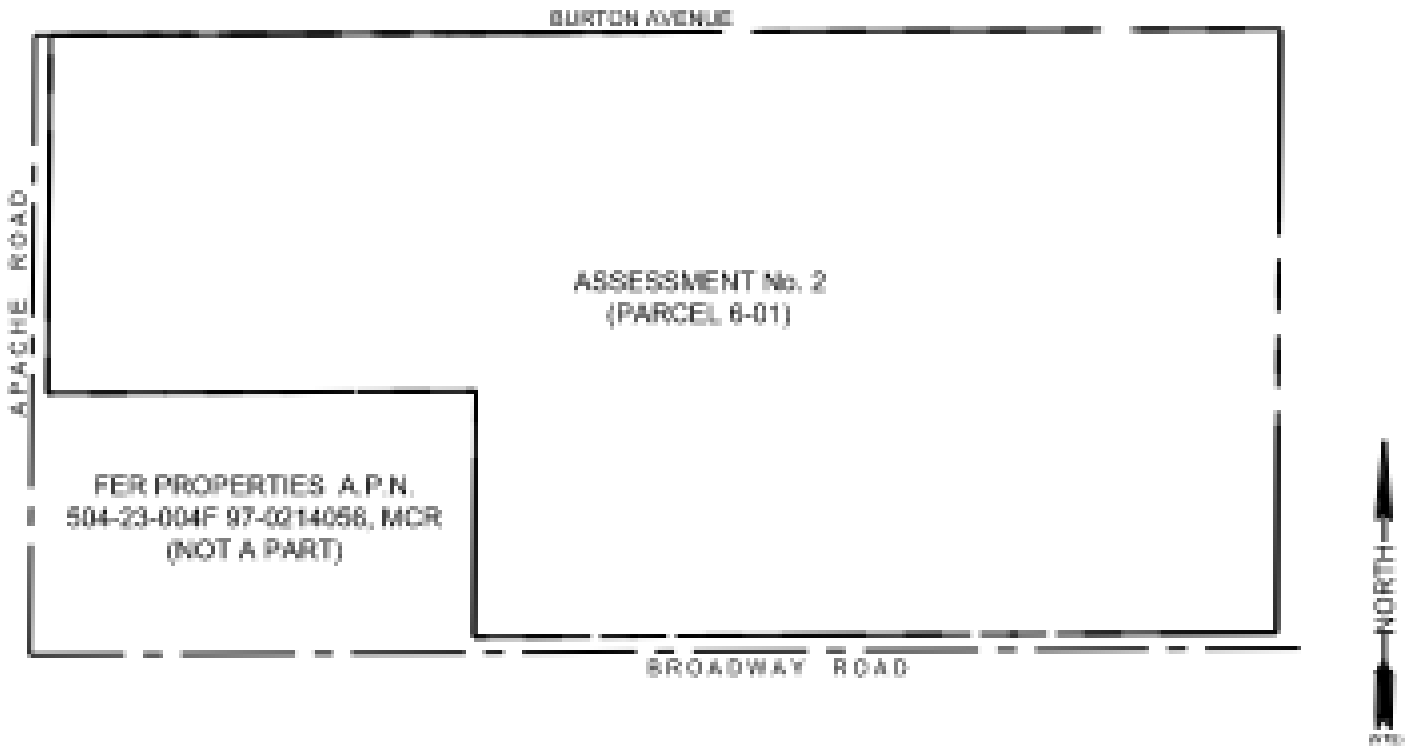
May 07, 2024

Watson Road CFD Assessment No . 2

MAP SHOWING LOCATION OF THE PARCELS BEING ASSESSED
IN THE CONTEXT OF THE DISTRICT
INCLUDING THE PUBLIC INFRASTRUCTURE

Watson Road CFD – Original Assessment Parcel

- Assessment No. 2 was originally included in the Assessment District It was created 2005
- Current Outstanding Assessment of $647,693.54.



Modification of Assessment No. 14-02-002

Current Assessment:

Assessment No.	Amount	Owner
2	$647,693.54	Forestar (USA) Real Estate Group Inc.

Modified Assessment:

Assessment No.	Amount	Owner
002-01-001 through 002-01-171	$399,839.04	Forestar (USA) Real Estate Group Inc.
002-01-172 through 002-01-277	$247,854.50	Forestar (USA) Real Estate Group Inc.

Modified Assessment Diagram

NEW ASSESSMENTS

LOT NO.	ASSMNT NO.	AMOUNT
1	002-01-001	$ 2,338.24
2	002-01-002	$ 2,338.24
3	002-01-003	$ 2,338.24
4	002-01-004	$ 2,338.24
5	002-01-005	$ 2,338.24
6	002-01-006	$ 2,338.24
7	002-01-007	$ 2,338.24
8	002-01-008	$ 2,338.24
9	002-01-009	$ 2,338.24
10	002-01-010	$ 2,338.24
11	002-01-011	$ 2,338.24
12	002-01-012	$ 2,338.24
13	002-01-013	$ 2,338.24
14	002-01-014	$ 2,338.24
15	002-01-015	$ 2,338.24
16	002-01-016	$ 2,338.24
17	002-01-017	$ 2,338.24
18	002-01-018	$ 2,338.24
19	002-01-019	$ 2,338.24
20	002-01-020	$ 2,338.24
21	002-01-021	$ 2,338.24
22	002-01-022	$ 2,338.24
23	002-01-023	$ 2,338.24
24	002-01-024	$ 2,338.24
25	002-01-025	$ 2,338.24
26	002-01-026	$ 2,338.24
27	002-01-027	$ 2,338.24
28	002-01-028	$ 2,338.24
29	002-01-029	$ 2,338.24
30	002-01-030	$ 2,338.24
31	002-01-031	$ 2,338.24
32	002-01-032	$ 2,338.24
33	002-01-033	$ 2,338.24
34	002-01-034	$ 2,338.24
35	002-01-035	$ 2,338.24
36	002-01-036	$ 2,338.24
37	002-01-037	$ 2,338.24
38	002-01-038	$ 2,338.24
39	002-01-039	$ 2,338.24
40	002-01-040	$ 2,338.24
41	002-01-041	$ 2,338.24
42	002-01-042	$ 2,338.24
43	002-01-043	$ 2,338.24
44	002-01-044	$ 2,338.24
45	002-01-045	$ 2,338.24
46	002-01-046	$ 2,338.24
47	002-01-047	$ 2,338.24
48	002-01-048	$ 2,338.24
49	002-01-049	$ 2,338.24
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51	002-01-051	$ 2,338.24
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53	002-01-053	$ 2,338.24
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55	002-01-055	$ 2,338.24
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57	002-01-057	$ 2,338.24
58	002-01-058	$ 2,338.24
59	002-01-059	$ 2,338.24
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62	002-01-062	$ 2,338.24
63	002-01-063	$ 2,338.24
64	002-01-064	$ 2,338.24
65	002-01-065	$ 2,338.24
66	002-01-066	$ 2,338.24
67	002-01-067	$ 2,338.24
68	002-01-068	$ 2,338.24
69	002-01-069	$ 2,338.24
70	002-01-070	$ 2,338.24
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74	002-01-074	$ 2,338.24
75	002-01-075	$ 2,338.24
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77	002-01-077	$ 2,338.24
78	002-01-078	$ 2,338.24
79	002-01-079	$ 2,338.24
80	002-01-080	$ 2,338.24
81	002-01-081	$ 2,338.24
82	002-01-082	$ 2,338.24
83	002-01-083	$ 2,338.24
84	002-01-084	$ 2,338.24
85	002-01-085	$ 2,338.24
86	002-01-086	$ 2,338.24
87	002-01-087	$ 2,338.24
88	002-01-088	$ 2,338.24
89	002-01-089	$ 2,338.24
90	002-01-090	$ 2,338.24
91	002-01-091	$ 2,338.24
92	002-01-092	$ 2,338.24
93	002-01-093	$ 2,338.24
94	002-01-094	$ 2,338.24
95	002-01-095	$ 2,338.24
96	002-01-096	$ 2,338.24
97	002-01-097	$ 2,338.24
98	002-01-098	$ 2,338.24

LOT NO.	ASSMNT NO.	AMOUNT
99	002-01-099	$ 2,338.24
100	002-01-100	$ 2,338.24
101	002-01-101	$ 2,338.24
102	002-01-102	$ 2,338.24
103	002-01-103	$ 2,338.24
104	002-01-104	$ 2,338.24
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112	002-01-112	$ 2,338.24
113	002-01-113	$ 2,338.24
114	002-01-114	$ 2,338.24
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194	002-01-194	$ 2,338.24
195	002-01-195	$ 2,338.24
196	002-01-196	$ 2,338.24

LOT NO.	ASSMNT NO.	AMOUNT
197	002-01-197	$ 2,338.24
198	002-01-198	$ 2,338.24
199	002-01-199	$ 2,338.24
200	002-01-200	$ 2,338.24
201	002-01-201	$ 2,338.24
202	002-01-202	$ 2,338.24
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226	002-01-226	$ 2,338.24
227	002-01-227	$ 2,338.24
228	002-01-228	$ 2,338.24
229	002-01-229	$ 2,338.24
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231	002-01-231	$ 2,338.24
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233	002-01-233	$ 2,338.24
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263	002-01-263	$ 2,338.24
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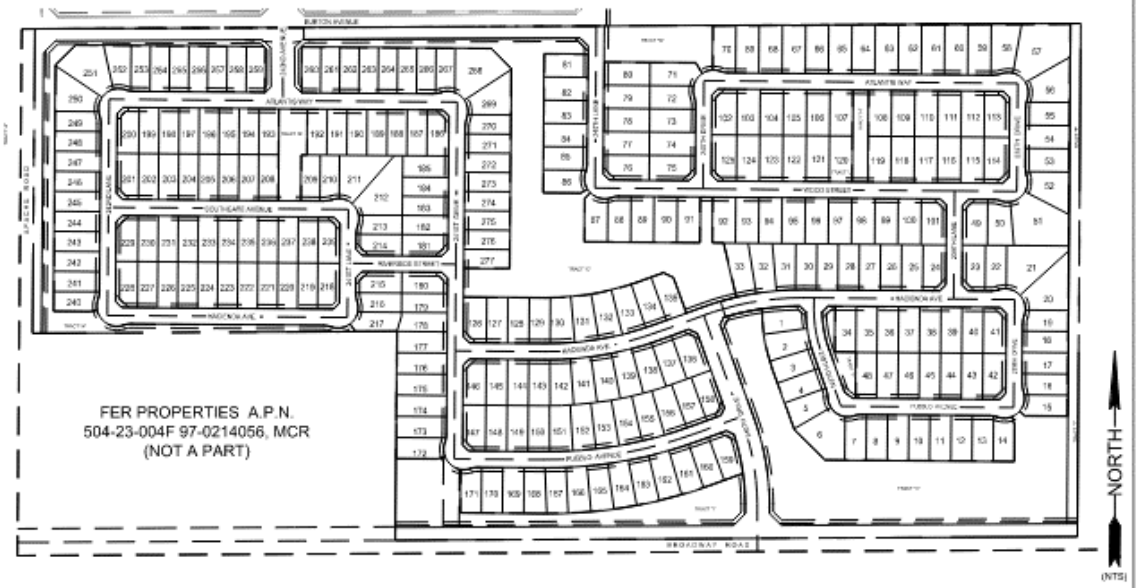
265	002-01-265	$ 2,338.24
266	002-01-266	$ 2,338.24
267	002-01-267	$ 2,338.24
268	002-01-268	$ 2,338.24
269	002-01-269	$ 2,338.24
270	002-01-270	$ 2,338.24
271	002-01-271	$ 2,338.24
272	002-01-272	$ 2,338.24
273	002-01-273	$ 2,338.24
274	002-01-274	$ 2,338.24
275	002-01-275	$ 2,338.24
276	002-01-276	$ 2,338.24
277	002-01-277	$ 2,338.24

WATSON ROAD
COMMUNITY FACILITIES DISTRICT
CITY OF BUCKEYE
ASSESSMENT NO.
002-01-001 THROUGH 002-01-277
EXHIBIT C



(LEGAL DESCRIPTION OF ASSESSED LOT(S))

AMENDED ASSESSMENT NO. 002-01-001 THROUGH 002-01-277 (LOTS 1-277)

ASSESSMENT LOTS 002-01-001 THROUGH 002-01-125

LOTS 1 THROUGH 125, INCLUSIVE, OF "FINAL PLAT A "REPLAT OF TRACT G OF APACHE FARMS", BOOK 1702 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDS", AS RECORDED IN BOOK 1738, PAGE 11, MARICOPA COUNTY RECORDS, CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

ASSESSMENT LOTS 002-01-126 THROUGH 002-01-277

LOTS 126 THROUGH 277, INCLUSIVE, OF "FINAL PLAT FOR APACHE FARMS", AS RECORDED IN BOOK 1702, PAGE 21, MARICOPA COUNTY RECORDS", CITY OF BUCKEYE, MARICOPA COUNTY, ARIZONA.

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

DATE: 04-16-24

SHEET NO.
3 OF 3

Current Board Action
Resolution 04-23

Consideration of:

1. Reallocation of Remaining Original Assessment of $647,693.54 to 171 lots at $2,338.24 per lot, and 106 lots at $2,338.25 per lot.

2. Modification of Assessment No. 2 Assessment Diagram.