



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
JANUARY 18, 2022
AGENDA**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
Immediately following the 6:00 p.m. Regular Council Meeting
6:00 PM**

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

IMPORTANT NOTICE REGARDING PUBLIC PARTICIPATION

This meeting will be open to the public. Adherence to COVID-19 safety measures are recommended. If you would like to make a public comment, either in person or remotely, please review the information on the City's website and complete and submit the comment form found here:

<https://www.buckeyeaz.gov/government/city-clerk/meeting-agendas-minutes/meetings-agendas-minutes>

1. Call to Order/Roll Call

2. Joint Community Facilities Districts Minutes

- 2.A** Board to take action on approval of the October 19, 2021 Joint Meeting Minutes for the following Community Facilities Districts: Anthem Sun Valley; Elianto; Festival Ranch; Mirielle; Sundance; Tartesso West; Trillium; Verrado District 1; Verrado Western Overlay; Watson Road; and Westpark.

3. Community Facilities Districts Action Items

- 3.A** Board of Directors of the Verrado District 1 Community Facilities District (formerly Whitestone District 1 Community Facilities District) to take action on Resolution No. 04-22 approving the First Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Verrado District 1 Community Facilities District – f/k/a Whitestone District 1 Community Facilities District) by and among City (formerly "Town") of Buckeye, Arizona and Verrado District 1 Community Facilities District, as Successor in Interest to Whitestone District 1 Community Facilities District, and DMB White Tank, LLC; and authorizing the Chairman of the Board to execute and deliver said Amendment on behalf of the Verrado District 1 Community Facilities District.

Summary: The municipality and District have determined that the debt limitations provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of "Proposition 117," which now requires tax rates to be based upon limited property value. This amendment limits the amount of General Obligation (GO) bonds that may be issued or outstanding to not exceed 26 percent of the of the full cash value of all real property within the boundaries of the District, unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed GO Bonds.

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

- 3.B** Board of Directors of the Verrado Western Overlay Community Facilities District (formerly known as Whitestone Western Overlay Community Facilities District) to take action on Resolution No. 04-22 approving 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) by and among City (Formerly "Town") of Buckeye, Arizona and Verrado Western Overlay Community Facilities District, as successor in interest to Whitestone Western Overlay Community Facilities District, and DMB White Tank, LLC; and authorizing the Chairman of the Board to execute and deliver said Amendment on behalf of the Verrado Western Overlay Community Facilities District.

Summary: The municipality and District have determined that the debt limitations provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of "Proposition 117," which now requires tax

rates to be based upon limited property value. This amendment limits the amount of General Obligation (GO) bonds that may be issued or outstanding to not exceed 26 percent of the of the full cash value of all real property within the boundaries of the District, unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed GO Bonds.

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

- 4. Comments from the Public**
- 5. Adjournment**

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

MEETING DATE: 01/18/22	AGENDA ITEM: 2.A. Joint Community Facilities Districts Minutes
DATE PREPARED: 01/10/22	DISTRICT NO.:
STAFF LIAISON:	
DEPARTMENT: City Clerk	AGENDA ITEM TYPE: Minutes

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Board to take action on approval of the October 19, 2021 Joint Meeting Minutes for the following Community Facilities Districts: Anthem Sun Valley; Elianto; Festival Ranch; Mirielle; Sundance; Tartesso West; Trillium; Verrado District 1; Verrado Western Overlay; Watson Road; and Westpark.

RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

Board to take action on approval of the October 19, 2021 Joint Meeting Minutes for the following Community Facilities Districts: Anthem Sun Valley; Elianto; Festival Ranch; Mirielle; Sundance; Tartesso West; Trillium; Verrado District 1; Verrado Western Overlay; Watson Road; and Westpark.

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[10.19.2021 Joint Community Facilities Districts Minutes.pdf](#)

**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
OCTOBER 19, 2021
MINUTES**

**City Council Chambers
530 E. Monroe Ave.
Buckeye, AZ 85326
Immediately following the 6:00 p.m. Regular Council Meeting**

1. Call to Order/Roll Call

Chairman Orsborn called the meeting to order at 7:22 p.m.

Members Present: Board Member HagEstad, Board Member Goodman, Board Member Hess, Board Member Guy Board Member Heustis, Vice Chair Youngker, and Chairman Orsborn

Members Absent: None.

Departments Present: District Manager Roger Klingler, Assistant District Manager James Shano, District Attorney Shiela Schmidt, District Clerk Lucinda Aja, Deputy District Clerk Summer Stewart, Assistant to the Board Christine Grundy, Chief Financial Officer William Kauppi, and Information Technology Director Greg Platacz.

2. Joint Community Facilities Districts Minutes

2.A Board to take action on approval of the June 15, 2021, July 6, 2021, and July 20, 2021 Joint Meeting Minutes for the following Community Facilities Districts: Anthem Sun Valley; Elianto; Festival Ranch; Mirielle; Sundance; Tartesso West; Trillium; Verrado District 1; Verrado Western Overlay; Watson Road; and Westpark.

A motion was made by Vice Chair Youngker and seconded by Board Member Heustis to approve the June 15, 2021, July 6, 2021, and July 20, 2021 Joint Meeting Minutes for the following Community Facilities Districts:

Anthem Sun Valley; Elianto; Festival Ranch; Mirielle; Sundance; Tartesso West; Trillium; Verrado District 1; Verrado Western Overlay; Watson Road; and Westpark. Motion passed unanimously.

3. Joint Community Facilities Districts Expenditures

3.A Board to take action on the request to ratify expenditures for the Fourth Quarter of Fiscal Year 2020-2021 for the following Community Facility Districts: Anthem Sun Valley, Elianto, Festival Ranch, Mirielle, Sundance, Tartesso, Trillium, Verrado District 1, Verrado Western Overlay, Watson Road and Westpark.

A motion was made by Vice Chair Youngker and seconded by Board Member Hess to ratify expenditures for the Fourth Quarter of Fiscal Year 2020-2021 for the following Community Facility Districts: Anthem Sun Valley, Elianto, Festival Ranch, Mirielle, Sundance, Tartesso, Trillium, Verrado District 1, Verrado Western Overlay, Watson Road and Westpark. Motion passed unanimously.

4. CFD Action Items

4.A Board of Directors of Festival Ranch Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 08-21 approving the Modification of Assessments in Assessment District Number 13.

Staff Liaison: Brandon Squire, District Engineer

Mr. Squire provided an overview of Resolution No. 08-21; vicinity maps were displayed. Board approval of this modification will allow the per-lot assessments to be equal for all lots within Assessment Number 01-13. This calculation results in a per-lot assessment for lots of \$ \$3,500 and one bulk assessment of \$913,020.08 on the remaining non-lot property. This modification will also allow the per-lot assessments to be equal for all lots within Assessment No. 02-13-097. This calculation results in a per-lot assessment \$3,350.35 and \$3,350.34 for two lots and a bulk assessment of \$360,544.37 on the remaining non-lot property. A motion was made by Board Member Heustis and seconded by Board Member Goodman to adopt Resolution No. 08-21 (Festival Ranch Community Facilities District) approving the Modification of Assessments in Assessment District Number 13. Motion passed unanimously.

4.B Board of Directors of the Watson Road Community Facilities District (City of Buckeye, Arizona) to take action on Resolution No. 04-21 approving the Modification of Assessments in Assessment District Number 1.

Staff Liaison: Brandon Squire, District Engineer

Mr. Squire provided an overview of Resolution No. 04-21; vicinity maps were displayed. Board approval of this modification will allow the per-lot assessments to be equal for all lots within the Village at Sundance Parcels 1, 2, and 3A. This calculation results in a per-lot assessment for 47 lots of \$ \$3,254.31 and 287 lots of \$3,254.32. This modification will also allow the per-lot assessments to be equal for all lots within the Village at Sundance Parcels 3B, 4, and 5. This calculation results in a per-lot assessment for 318 lots of \$ \$3,902.71. A motion was made by Board Member Heustis and seconded by Board Member HagEstad to adopt Resolution No. 04-21 (Watson Road Community Facilities District) approving the Modification of Assessments in Assessment District Number 1. Motion passed unanimously.

5. Comments from the Public – None.

6. Adjournment

A motion was made by Board Member Heustis and seconded by Board Member Goodman to adjourn the meeting at 7:50 p.m. Motion passed unanimously.

Eric W. Orsborn, Chairman

ATTEST:

Lucinda J. Aja, District Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the Joint Community Facilities District Meeting held on October 19, 2021. I further certify that a quorum was present.

Lucinda J. Aja, District Clerk

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

MEETING DATE: 01/18/22	AGENDA ITEM: 3.A. First Amendment to Verrado District 1 CFD Development, Financing Participation and Intergovernmental Agreement No. 1
DATE PREPARED: 01/06/22	DISTRICT NO.: Verrado District 1
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council) Board of Directors of the Verrado District 1 Community Facilities District (formerly Whitestone District 1 Community Facilities District) to take action on Resolution No. 04-22 approving the First Amendment to Development, Financing Participation and Intergovernmental Agreement No. 1 (Verrado District 1 Community Facilities District – f/k/a Whitestone District 1 Community Facilities District) by and among City (formerly "Town") of Buckeye, Arizona and Verrado District 1 Community Facilities District, as Successor in Interest to Whitestone District 1 Community Facilities District, and DMB White Tank, LLC; and authorizing the Chairman of the Board to execute and deliver said Amendment on behalf of the Verrado District 1 Community Facilities District.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The municipality and District have determined that the debt limitations provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of "Proposition 117," which now requires tax rates to be based upon limited property value.

Historically, the City and Developer desired to limit the amount of property taxes from the issuance of District General Obligation (GO) bonds not to exceed a District debt service tax rate of \$3.00, based upon the Full Cash Value of the District. Beginning with FY 15-16, the District debt service tax rate was based upon the Limited Property Value, in compliance with the adoption of "Proposition 117".

This amendment limits the amount of GO bonds that may be issued or outstanding to not exceed 26% of the of the full cash value of all real property within the boundaries of the District, unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds.

No District indebtedness secured by a pledge of taxes shall be incurred unless the combined amount of GO Bonds and GO Debt outstanding shall not exceed 26% of the full cash value of all real property within the boundaries of the District, unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds.

BENEFITS:

The action allows the District to be compliant with the amendment of the Arizona Constitution through the adoption of “Proposition 117” requiring property tax levies and rates based on the limited property value.

FUTURE ACTION:

No future action required by the Board.

FINANCIAL IMPACT STATEMENT:

The City/District are compensated for their services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of assessed valuation.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

2021-22

FUND/DEPARTMENT:

Finance

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[AGR - Verrado District 1 CFD DEv.Finan.IGA \(First Amendment\) - executed by DMB and Caterpillar.pdf](#)

[Redlined Amendment - VD1.pdf](#)

[Resolution 04-22 First Amendment to Verrado District 1 CFD Development, Financing Participation and Intergovernmental Agreement No. 1.pdf](#)

When recorded, return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**FIRST AMENDMENT TO
DEVELOPMENT, FINANCING PARTICIPATION
AND INTERGOVERNMENTAL AGREEMENT NO. 1
(VERRADO DISTRICT 1
COMMUNITY FACILITIES DISTRICT – F/K/A
WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT)**

by and among

CITY (FORMERLY “TOWN”) OF BUCKEYE, ARIZONA

and

**VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
as successor in interest to
WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT**

and

DMB WHITE TANK, LLC

Dated _____, 2021

**FIRST AMENDMENT TO
DEVELOPMENT, FINANCING PARTICIPATION
AND INTERGOVERNMENTAL AGREEMENT
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)**

THIS FIRST AMENDMENT TO DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) is dated _____, 2021 (the “**Amendment**”), by and among the City of Buckeye, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona (the “**Municipality**”), Verrado District 1 Community Facilities District (City of Buckeye, Arizona), a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the “**District**”), and DMB White Tank, LLC, an Arizona limited liability company (the “**Developer/Owner**”) who owns in fee title a portion of the real property in the District and has the right to purchase the remaining real property in the District. The other entity owning or having an interest in real property within the District, Caterpillar Foundation, an Illinois not-for-profit corporation (the “**Other Owner**”), is a party to this Agreement, by the execution of the Consent and Agreement attached hereto, for the limited purpose of consenting to the recording of this Agreement as a binding encumbrance against its property.

RECITALS

A. Municipality, District and Developer entered into that certain Development, Financing Participation and Intergovernmental Agreement for Verrado District 1 Community Facilities District (City of Buckeye, Arizona) dated June 19, 2001, and recorded July 3, 2001, in the Official Records of Maricopa County, Arizona Recorder at Document No. 2001-0594335 (the “**CFD Development Agreement**”).

B. The Municipality and District have determined that the debt limitation provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of “Proposition 117,” which now requires tax rates to be based upon limited property value.

C. Municipality, District and Developer now desire to amend the CFD Development Agreement as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality, District and Developer hereby agree as follows:

1. **Modification of Debt Limitation Provisions.** Section 6.3(c) of the CFD Development Agreement is hereby superseded and replaced by a new Section 6.3(c), to read as follows:

Section 6.3 (c) No District indebtedness (indebtedness shall not include District Administrative Expenses or District Maintenance Expenses) secured by a pledge of ad valorem taxes, including, but not limited to, G.O. Bonds (collectively hereinafter referred to as “**G.O. Debt**”), shall be

incurred unless the combined amount of the proposed G.O. Bonds and the G.O. Debt outstanding will not exceed twenty-six percent (26%) of the full cash value (as such term is defined in Arizona Revised Statutes Section 42-11001) of all real property within the boundaries of the District less the full cash value of any exempt property within the District (the “**Net Full Cash Value**”), unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds. The determination of the Net Full Cash Value shall be calculated at the time of issuance of the proposed G.O. Bonds based upon the then current determination of such full cash values as determined by the Maricopa County Assessor. The foregoing notwithstanding, if the CFD Guidelines are amended to provide for a higher combined G.O. Debt (above 26% of the Net Full Cash Value), this Section shall be deemed amended to permit the higher combined G.O. Debt; provided, further, however, that if the CFD Guidelines are amended to provide for a lower combined G.O. Debt (below 26% of the Net Full Cash Value), the provisions of this Section shall govern.

2. Effect of Amendment. Except as specifically set forth in this Amendment, the CFD Development Agreement, as amended and supplemented hereby, is hereby ratified and reaffirmed, constitutes the binding obligation of the parties, and shall remain in full force and effect.

3. Miscellaneous. This Amendment may be executed in counterparts and the signature pages combined to constitute one document. Facsimile signatures shall be deemed to have the same force and effect as original signatures. This Amendment shall govern in the event of conflict with the CFD Development Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of the Developer/Owner their signatures, all as of the day and year first written above.

CITY OF BUCKEYE, ARIZONA

By: _____
Mayor

ATTEST:

City Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the Municipality who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

Special Counsel

State of Arizona)
County of Maricopa)

On this ____ day of _____, 2021, before me personally appeared _____, Mayor of the City of Buckeye, Arizona, a municipal corporation under the laws of the State of Arizona whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of the City of Mesa.

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

Notary Public in and for the State of Arizona

My commission expires:

VERRADO DISTRICT 1 COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By: _____
Chairman, District Board

ATTEST:

District Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the District, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

District Counsel

State of Arizona)
County of Maricopa)

On this ____ day of _____, 2021, before me personally appeared _____, Chairman of the District Board of Verrado District 1 Community Facilities District (City of Buckeye, Arizona), an Arizona community facilities district whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of the Verrado District 1 Community Facilities District (City of Buckeye, Arizona).

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

Notary Public in and for the State of Arizona

My commission expires:

DMB WHITE TANK, LLC, an Arizona limited liability company

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: 
Its: Sr. V.P.

State of Arizona)
County of Maricopa)

On this 27 day of April, 2021, before me personally appeared Daniel T. Kelly, the Sr. V.P. of DMB Associates, Inc., an Arizona corporation, the Manager of DMB/White Tank, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledge that he/she signed the above/attached document on behalf of DMB White Tank, LLC.

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




Notary Public in and for the State of Arizona

My commission expires:

CONSENT AND AGREEMENT

Reference is made to that certain First Amendment to Development Financing Participation and Intergovernmental Agreement No. 1 (Verrado District 1 Community Facilities District), dated as of _____, 2021, by and among the City of Buckeye, Arizona, the Verrado District 1 Community Facilities District, and DMB White Tank, LLC, to which this Consent and Agreement is attached (the "**CFD DA Amendment**"). All capitalized terms used and not otherwise defined in this Consent and Agreement shall have the meanings set forth in the CFD DA Amendment. The undersigned Caterpillar Foundation, as the "Other Owner" having an interest in real property within the District, hereby consents to the CFD DA Amendment, acknowledges that the CFD DA Amendment shall bind all real property in which the undersigned has an interest within the District, and authorizes the recordation of the CFD DA Amendment with respect to all such real property. In no event, however, shall anything in this Consent and Agreement constitute a personal assumption by the undersigned of the obligations of the Developer/Owner under the CFD DA Amendment unless and until Caterpillar Foundation is deemed to have assumed the liability under Section 7.3.

DATED: JUNE 22, 2021.

CATERPILLAR FOUNDATION, an Illinois
not-for-profit corporation

By: _____

Its: PRESIDENT

State of Illinois
County of Peoria

On this 22nd day of June, 2021, before me personally appeared Asha Varghese, the President of Caterpillar Foundation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of Caterpillar Foundation.

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

Jennifer R. Baldwin
Notary Public

My commission expires:

June 11, 2022



When recorded, return to:

Lucinda J. Aja, City Clerk City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326

FIRST AMENDMENT TO
DEVELOPMENT, FINANCING PARTICIPATION
AND INTERGOVERNMENTAL AGREEMENT NO. 1
(~~VERRADO~~YERRADO DISTRICT 1
COMMUNITY FACILITIES DISTRICT ~~—~~ F/K/A
WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT)

by and among

CITY (FORMERLY "TOWN") OF ~~BUCKEYE~~BUCKEYF, ARIZONA

and

VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
as successor in interest to
WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT

and

DMB WHITE TANK, LLC

Dated ~~January 5~~ __, 2021

FIRST AMENDMENT TO
DEVELOPMENT, FINANCING
PARTICIPATION AND
INTERGOVERNMENTAL AGREEMENT
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)

THIS FIRST AMENDMENT TO DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) is dated ~~January 5~~, 2021 (the “Amendment”), by and among the City of Buckeye, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona (the “Municipality”), Verrado District 1 Community Facilities District (City of Buckeye, Arizona), a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the “District”), and DMB White Tank, LLC, an Arizona limited liability company (the “Developer/Owner”) who owns in fee title a portion of the real property in the District and has the right to purchase the remaining real property in the District. The other entity owning or having an interest in real property within the District, Caterpillar Foundation, an Illinois not-for-profit corporation (the “Other Owner”), is a party to this Agreement, by the execution of the Consent and Agreement attached hereto, for the limited purpose of consenting to the recording of this Agreement as a binding encumbrance against its property.

RECITALS

A. Municipality, District and Developer entered into that certain Development, Financing Participation and Intergovernmental Agreement for Verrado District 1 Community Facilities District (City of Buckeye, Arizona) dated June 19, 2001, and recorded July 3, 2001, in the Official Records of Maricopa County, Arizona Recorder at Document No. 2001-0594335 (the “CFD Development Agreement”).

B. The ~~parties~~ Municipality and District have determined that the debt limitation provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of “Proposition 117,” which now requires tax rates to be based upon limited property value.

C. Municipality, District and Developer now desire to amend the CFD Development Agreement as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality, District and Developer hereby agree as follows:

1. Modification of Debt Limitation Provisions. Section 6.3(c) of the CFD Development Agreement is hereby superseded and replaced by a new Section 6.3(c), to read as follows:

Section 6.3 (c) No District indebtedness (indebtedness shall not include District Administrative Expenses or District Maintenance Expenses) secured by a pledge of ad valorem taxes, including, but not limited to, G.O. Bonds (collectively hereinafter referred to as "G.O. Debt"), shall be

incurred unless the combined amount of the proposed G.O. Bonds and the G.O. Debt outstanding will not exceed twenty-six percent (26%) of the ~~net-assessed~~ full cash value (as such term is defined in Arizona Revised Statutes Section 42-11001) of all real property within the boundaries of the District less the full cash value of any exempt property within the District (the "Net Full Cash Value"), unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds, ~~which net-assessed full cash value is. The determination of the Net Full Cash Value shall be~~ calculated at the time of issuance of the proposed G.O. Bonds; ~~provided, however, that based upon the then current determination of such full cash values as determined by the Maricopa County Assessor. The foregoing notwithstanding,~~ if the CFD Guidelines are amended to provide for a higher combined G.O. Debt (above 26% of the ~~net-assessed full cash value~~ Net Full Cash Value), this Section shall be deemed amended to permit the higher combined G.O. Debt; provided, further, however, that if the CFD Guidelines are amended to provide for a lower combined G.O. Debt (below 26% of the ~~net-assessed full cash value~~ Net Full Cash Value), the provisions of this Section shall govern.

~~2. — Modification of Disclosure Statement. Exhibit F to the CFD Development Agreement is hereby superseded and replaced by Exhibit F attached to this Amendment.~~

2. ~~3.~~ Effect of Amendment. Except as specifically set forth in this Amendment, the CFD Development Agreement, as amended and supplemented hereby, is hereby ratified and reaffirmed, constitutes the binding obligation of the parties, and shall remain in full force and effect.

~~4. — Non-Default. By executing this Amendment, the Developer/Owner affirmatively asserts that (i) the City and the District are not currently in default, nor have been in default at any time prior to this Amendment, under any of the terms or conditions of the CFD Development Agreement and (ii) any and all claims, known and unknown, relating to the CFD Development Agreement and existing on or before the date of this Amendment are forever waived.~~

3. ~~5.~~ Miscellaneous. This Amendment may be executed in counterparts and the signature pages combined to constitute one document. Facsimile signatures shall be deemed to have the same force and effect as original signatures. This Amendment shall govern in the event of conflict with the CFD Development Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

By:-

City Clerk

Special Counsel

On this day of , 2021,
before me ~~personally appeared Eric W. Orsborn~~personally appeared, Mayor of the City of Buckeye,
Arizona, a municipal corporation under the laws of the State of Arizona whose identity was proven to
me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he/she signed the above/attached document on behalf of the City of Mesa.

My commission expires:

VERRADO DISTRICT 1 COMMUNITY FACILITIES
DISTRICT (CITY OF BUCKEYE, ARIZONA)

By: _____

Chairman, District Board

ATTEST:

District Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the District, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

District Counsel

State of Arizona) County of Maricopa)

On this _____ day of _____, 2021,
before me personally appeared _____, Chairman
of the District Board of Verrado District 1 Community Facilities District (City of Buckeye, Arizona),
an Arizona community facilities district whose identity was proven to me on the basis of satisfactory
evidence to be the person who he or she claims to be, and acknowledged that he/she signed the
above/attached document on behalf of the Verrado District 1 Community Facilities District (City of
Buckeye, Arizona).

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

Notary Public in and for the State of Arizona

My commission expires:

DMB WHITE TANK, LLC, an Arizona limited liability company

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: _____
Its: _____

By: 
Its: SA V.P.

State of Arizona) County of Maricopa)

On ~~this~~ this day of April, 2021,
before me ~~personally~~ personally appeared the Manager of DMB.W,
the Manager of DMB.W

3. p- of DMB Associates, Inc., an Arizona corporation, ~~the~~ I Manager of DMB White Tank, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledge that he/she signed the above/attached document on behalf of DMB White Tank, LLC.

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

Notary Public



TERESA K HASENWINKEL
Notary Public - Arizona
Maricopa County
Commission # 546627
My Comm. Expires Jun 24, 2022

otary Pub ie in and for the State of Arizona

My commission expires:

CONSENT AND AGREEMENT

Reference is made to that certain First Amendment to Development Financing Participation and Intergovernmental Agreement No. 1 (Verrado District 1 Community Facilities District), dated as of January 5, 2021, by and among the City of Buckeye, Arizona, the Verrado District 1 Community Facilities District, and DMB White Tank, LLC, to which this Consent and Agreement is attached (the **"CFD DA Amendment"**). All capitalized terms used and not otherwise defined in this Consent and Agreement shall have the meanings set forth in the CFD DA Amendment. The undersigned Caterpillar Foundation, as the "Other Owner" having an interest in real property within the District, hereby consents to the CFD DA Amendment, acknowledges that the CFD DA Amendment shall bind all real property in which the undersigned has an interest within the District, and authorizes the recordation of the CFD DA Amendment with respect to all such real property. In no event, however, shall anything in this Consent and Agreement constitute a personal assumption by the undersigned of the obligations of the Developer/Owner under the CFD DA Amendment unless and until Caterpillar Foundation is deemed to have assumed the liability under Section 7.3.

DATED: LL, 2021.
CATERPILLAR FOUNDATION, an Illinois
not-for-profit ~~corporation~~ cotp ra ion

By: Its:

State of Arizona)
County of Maricopa)

On this 15 day of April, 2021, before me personally appeared Adrian
President, the IR en MM
the of Caterpillar Foundation, whose identity was ~~proven~~ prov to
me on the basis of satisfactory evidence to be the person who he or she claims to be, and
acknowledged that he/she signed the above/attached document on behalf of Caterpillar
Foundation.

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

Notary ~~Public in and for the State of Arizona~~ Pub.

My commission expires:

EXHIBIT F

**FORM OF DISCLOSURE STATEMENT
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)**

Buyer(s): _____
Parcel: Lot: _____

District Disclosure Document
Verrado District 1 Community Facilities District

In accordance with requirements of the City of Buckeye, the following disclosure is provided to each property buyer within Verrado:

The property you are purchasing is within the Verrado District 1 Community Facilities District (the "District"). The District was established by the developer and beneficial owner, DMB White Tank, LLC, with the consent of the other beneficial owner, Caterpillar Foundation, and the cooperation and approval of the City of Buckeye, to finance the acquisition and construction of public infrastructure at Verrado. An election was held on August 7, 2001, at which the owners of property within the District entitled to vote thereon authorized the issuance of bonds to pay the cost of acquisition and construction of such public infrastructure and authorized a tax levy for operations and maintenance expenses of each District at a maximum rate of 30¢ per \$100 of assessed value (the "O/M Tax"). The bonds will be paid from a general obligation property tax assessed against all property within the District. The current general obligation tax rate is \$3.62 per \$100 of assessed value, based on the bond debt and a five percent (5%) delinquency rate. However, the tax rate could vary depending upon the amount financed with general obligation bonds, the terms of the financing and the assessed value (for property tax purposes) of property within the District. Additionally, the tax rate is subject to change on an annual basis depending on market conditions and to account for a change in state law applicable to the assessed value used for CFD District tax purposes of property within the District. Your share of the District's property taxes is included as part of your regular Maricopa County property tax statement and is separately shown in addition to taxes levied by the City of Buckeye and other governmental jurisdictions.

The following illustrates the estimated additional annual *ad valorem* property tax liability imposed by the District, based on a range of residential values within the District and a \$3.92 *ad valorem* tax rate and O/M tax:

<u>Value of Residence</u>	<u>Estimated Annual Additional CFD District Tax*</u>
<u>*Assumptions:</u>	
1. Improved residential property assessment ratio will remain at 10%.	\$980
2. Tax amount is computed by multiplying the tax rate per \$100 of Value of Residence (as shown above) times the current assessment ratio.	\$1960
\$250,000 \$500,000 \$750,000 \$1,000,000	\$2940 \$3920 \$4900 \$3920

Additional information regarding the description of public infrastructure improvements to be financed by the District, bond issue public disclosure documents, and other documents and agreements

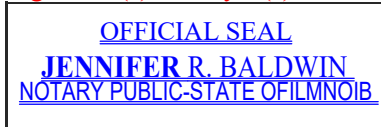
(including a copy of this Disclosure Statement) are available for review in the office of the CFD Manager, City of Buckeye at (623) 349-6163.

Your signature below acknowledges that you have read the above disclosure at the time you made your decision to purchase property within Verrado and signed your purchase contract, and that you understand the property you are purchasing will be taxed to pay the District's general obligation bonds described above and issued in the future and the District's operation, administrative and maintenance expenses.

Signature(s) of Buyer(s): _____

Print Name(s) of Buyer(s): _____

June 11, 2022



Date: _____, 20____

~~IF PURCHASING JOINTLY OR OTHERWISE WITH ANOTHER PARTY:~~

Signature(s) of Buyer(s): _____

Print Name(s) of Buyer(s): _____

Date: _____, 20____

Current Address of Buyer(s): _____

Verrado Street Address: _____

Buckeye, Arizona 85326

UPON EXECUTION, MAIL TO: CFD
MANAGER
CITY OF BUCKEYE
530 EAST MONROE AVENUE
BUCKEYE, AZ 85326

Document comparison by Workshare 10.0 on Tuesday, October 26, 2021
1:14:24 PM

Input:	
Document 1 ID	iManage://GRWORK01/Phoenix/3882458/4
Description	#3882458v4<Phoenix> - AGR - Verrado District 1 CFD Dev.Finan.IGA (First Amendment)v2 (GR 8.28.20)
Document 2 ID	file://C:\Users\ddh\Desktop\Shiela\AGR - Verrado District 1 CFD DEv.Finan.IGA (First Amendment) - executed by DMB and Caterpillar.pdf
Description	AGR - Verrado District 1 CFD DEv.Finan.IGA (First Amendment) - executed by DMB and Caterpillar
Rendering set	Standard with classic table comparison

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	39
Deletions	101
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	140
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RESOLUTION NO. 04-22 (VERRADO DISTRICT 1)

A RESOLUTION OF THE GOVERNING BOARD OF THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (FORMERLY WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT), APPROVING THE FIRST AMENDMENT TO DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 (VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT – F/K/A WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT) BY AND AMONG CITY (FORMERLY "TOWN") OF BUCKEYE, ARIZONA AND VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT, AS SUCCESSOR IN INTEREST TO WHITESTONE DISTRICT 1 COMMUNITY FACILITIES DISTRICT, AND DMB WHITE TANK, LLC; AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE AND DELIVER SAID AMENDMENT ON BEHALF OF THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT.

WHEREAS, the City (formerly the Town) of Buckeye, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona (the "City of Buckeye"), Verrado District 1 Community Facilities District (City of Buckeye, Arizona), a community facilities district formed by the City of Buckeye, duly organized and existing pursuant to the laws of the State of Arizona (the "District"), and DMB White Tank, LLC, an Arizona limited liability company (the "Developer/Owner") entered into that certain Development, Financing Participation and Intergovernmental Agreement for Verrado District 1 Community Facilities District (City of Buckeye, Arizona) dated June 19, 2001, and recorded July 3, 2001, in the official records of Maricopa County Arizona Recorder at Document No. 2001-0594335 (the "CFD Development Agreement"); and

WHEREAS, the City of Buckeye and District have determined that the debt limitation provisions in the CFD Development Agreement should be amended to describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of "Proposition 117" which now requires tax rates to be based upon limited property value; and

WHEREAS, the City of Buckeye, District, and Developer desire to amend the CFD Development Agreement as set forth in the First Amendment to the CFD Development Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT, as follows:

Section 1. The First Amendment to the CFD Development Agreement by and among the City of Buckeye, Arizona, a municipal corporation, the District, and Developer, is hereby approved in substantially the form and substance as on file with the District Clerk's Office.

Section 2. The Chairman, the District Clerk and the District Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the First Amendment to the CFD Development Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Governing Board of the Verrado District 1 Community Facilities District, Arizona, this 18th day of January, 2022.

Eric W. Orsborn, Chairman

ATTEST:

Lucinda J. Aja, District Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, District Attorney

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

MEETING DATE: 01/18/22	AGENDA ITEM: 3.B. Second Amendment to the Development, Financing Participation and Intergovernmental Agreement No. 1 Verrado Western Overlay Community Facilities District
DATE PREPARED: 01/12/22	DISTRICT NO.: Verrado Western Overlay District 6
STAFF LIAISON: Larry Price, Special Districts Manager, lprice@buckeyeaz.gov, (623) 349-6164	
DEPARTMENT: Financial Services	AGENDA ITEM TYPE: Consent Agenda Items / New Business

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 (formerly known as Whitestone Western Overlay Community Facilities District) to take action on Resolution No. 04-22 approving 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) by and among City (Formerly "Town") of Buckeye, Arizona and Verrado Western Overlay Community Facilities District, as successor in interest to Whitestone Western Overlay Community Facilities District, and DMB White Tank, LLC; and authorizing the Chairman of the Board to execute and deliver said Amendment on behalf of the Verrado Western Overlay Community Facilities District.

RELEVANT GOALS:

GOAL 1: Fiscal Wellness and Financial Flexibility and Accountability

ADDITIONAL RELEVANT GOALS:

GOAL 5: Responsive and Accountable Government and Effective Public Services

SUMMARY

PROJECT DESCRIPTION:

The municipality and District have determined that the debt limitations provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of "Proposition 117," which now requires tax rates to be based upon limited property value.

Historically, the City and Developer desired to limit the amount of property taxes from the issuance of District General Obligation (GO) bonds not to exceed a District debt service tax rate of \$3.00, based upon the Full Cash Value of the District. Beginning with FY 15-16, the District debt service tax rate was based upon the Limited Property Value, in compliance with the adoption of "Proposition 117".

This amendment limits the amount of GO bonds that may be issued or outstanding to not exceed 26% of the of the full cash value of all real property within the boundaries of the District, unless a higher

combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds.

No District indebtedness secured by a pledge of taxes shall be incurred unless the combined amount of GO Bonds and GO Debt outstanding shall not exceed 26% of the full cash value of all real property within the boundaries of the District, unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds.

BENEFITS:

The action allows the District to be compliant with the amendment of the Arizona Constitution through the adoption of “Proposition 117” requiring property tax levies and rates based on the limited property value.

FUTURE ACTION:

No future action required by the Board.

FINANCIAL IMPACT STATEMENT:

The City/District are compensated for their services of administering the community facilities districts through an administrative fee of thirty cents (\$0.30) per \$100 of assessed valuation.

CURRENT FISCAL YEAR TOTAL COST:

N/A

BUDGETED:

No

FISCAL YEAR:

2021-22

FUND/DEPARTMENT:

Finance

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

[AGR - Verrado Western Overlay CFD Dev.Finan.IGA \(Second Amendment\) - Executed by DMB and Caterpillar.pdf](#)

[RES 04-22 Second Amendment to the Development, Financing Participation and IGA No. 1 Verrado Western Overlay CFD.pdf](#)

When recorded, return to:

Lucinda J. Aja, City Clerk
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

**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)**

by and among

CITY (FORMERLY “TOWN”) OF BUCKEYE, ARIZONA

and

**VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
as successor in interest to
WHITESTONE WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT**

and

DMB WHITE TANK, LLC

Dated _____, 2021

**SECOND AMENDMENT TO
DEVELOPMENT, FINANCING PARTICIPATION
AND INTERGOVERNMENTAL AGREEMENT
VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT
(CITY OF BUCKEYE, ARIZONA)**

THIS SECOND AMENDMENT TO DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT (CITY OF BUCKEYE, ARIZONA) is dated _____, 2021 (the “**Amendment**”), by and among the City of Buckeye, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona (the “**Municipality**”), Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (the “**District**”), and DMB White Tank, LLC, an Arizona limited liability company (the “**Developer/Owner**”) who owns in fee title a portion of the real property in the District and has the right to purchase the remaining real property in the District. The other entity owning or having an interest in real property within the District, Caterpillar Foundation, an Illinois not-for-profit corporation (the “**Other Owner**”), is a party to this Agreement, by the execution of the Consent and Agreement attached hereto, for the limited purpose of consenting to the recording of this Agreement as a binding encumbrance against its property.

RECITALS

A. Municipality, District and Developer entered into that certain Development, Financing Participation and Intergovernmental Agreement for Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona) dated June 19, 2001, and recorded July 3, 2001, in the Official Records of Maricopa County, Arizona Recorder at Document No. 2001-0594334, as amended by that First Amendment dated February 13, 2002 and recorded April 10, 2002, in the Official Records of Maricopa County, Arizona Recorder at Document No. 2002-0368900 (as amended, the “**CFD Development Agreement**”).

B. The Municipality and District have determined that the debt limitation provisions in the CFD Development Agreement should be amended to more appropriately describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of “Proposition 117,” which now requires tax rates to be based upon limited property value.

C. Municipality, District and Developer now desire to amend the CFD Development Agreement as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Municipality, District and Developer hereby agree as follows:

1. **Modification of Debt Limitation Provisions.** Section 6.3(c) of the CFD Development Agreement is hereby superseded and replaced by a new Section 6.3(c), to read as follows:

Section 6.3 (c) No District indebtedness (indebtedness shall not include District Administrative Expenses or District Maintenance Expenses) secured by a pledge of ad valorem taxes, including, but not limited to, G.O. Bonds (collectively hereinafter referred to as “**G.O. Debt**”), shall be incurred unless the combined amount of the proposed G.O. Bonds and the G.O. Debt outstanding will not exceed twenty-six percent (26%) of the full cash value (as such term is defined in Arizona Revised Statutes Section 42-11001) of all real property within the boundaries of the District less the full cash value of any exempt property within the District (the “**Net Full Cash Value**”), unless a higher combined outstanding Debt is approved by the District Board as part of its authorization of the proposed G.O. Bonds. The determination of the Net Full Cash Value shall be calculated at the time of issuance of the proposed G.O. Bonds based upon the then current determination of such full cash values as determined by the Maricopa County Assessor. The foregoing notwithstanding, if the CFD Guidelines are amended to provide for a higher combined G.O. Debt (above 26% of the Net Full Cash Value), this Section shall be deemed amended to permit the higher combined G.O. Debt; provided, further, however, that if the CFD Guidelines are amended to provide for a lower combined G.O. Debt (below 26% of the Net Full Cash Value), the provisions of this Section shall govern.

2. **Effect of Amendment.** Except as specifically set forth in this Amendment, the CFD Development Agreement, as amended and supplemented hereby, is hereby ratified and reaffirmed, constitutes the binding obligation of the parties, and shall remain in full force and effect.

3. **Miscellaneous.** This Amendment may be executed in counterparts and the signature pages combined to constitute one document. Facsimile signatures shall be deemed to have the same force and effect as original signatures. This Amendment shall govern in the event of conflict with the CFD Development Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of the Developer/Owner their signatures, all as of the day and year first written above.

CITY OF BUCKEYE, ARIZONA

By: _____
Mayor

ATTEST:

City Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the Municipality who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

Special Counsel

State of Arizona)
County of Maricopa)

On this ____ day of _____, 2021, before me personally appeared _____, Mayor of the City of Buckeye, Arizona, a municipal corporation under the laws of the State of Arizona whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of the City of Mesa.

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

Notary Public in and for the State of Arizona

My commission expires:

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

By: _____
Chairman, District Board

ATTEST:

District Clerk

Pursuant to A.R.S. Section 11-952(D), this Amendment has been reviewed by the undersigned attorney for the District, who has determined that this Amendment is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

District Counsel

State of Arizona)
County of Maricopa)

On this ____ day of _____, 2021, before me personally appeared _____, Chairman of the District Board of Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona), an Arizona community facilities district whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of the Verrado Western Overlay Community Facilities District (City of Buckeye, Arizona).

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

Notary Public in and for the State of Arizona

My commission expires:

DMB WHITE TANK, LLC, an Arizona limited liability company

By: DMB Associates, Inc., an Arizona corporation, its Manager

By: [Signature]
Its: Sr. V.P.

State of Arizona)
County of Maricopa)

On this 27 day of April, 2021, before me personally appeared David T Kelly, the Sr. V.P. of DMB Associates, Inc., an Arizona corporation, the Manager of DMB White Tank, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledge that he/she signed the above/attached document on behalf of DMB White Tank, LLC.

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



[Signature]
Notary Public in and for the State of Arizona

My commission expires:

CONSENT AND AGREEMENT

Reference is made to that certain Second Amendment to Development Financing Participation and Intergovernmental Agreement No. 1 (Verrado Western Overlay Community Facilities District), dated as of _____, 2021, by and among the City of Buckeye, Arizona, the Verrado Western Overlay Community Facilities District, and DMB White Tank, LLC, to which this Consent and Agreement is attached (the "CFD DA Amendment"). All capitalized terms used and not otherwise defined in this Consent and Agreement shall have the meanings set forth in the CFD DA Amendment. The undersigned Caterpillar Foundation, as the "Other Owner" having an interest in real property within the District, hereby consents to the CFD DA Amendment, acknowledges that the CFD DA Amendment shall bind all real property in which the undersigned has an interest within the District, and authorizes the recordation of the CFD DA Amendment with respect to all such real property. In no event, however, shall anything in this Consent and Agreement constitute a personal assumption by the undersigned of the obligations of the Developer/Owner under the CFD DA Amendment unless and until Caterpillar Foundation is deemed to have assumed the liability under Section 7.3.

DATED: JUNE 22, 2021.

CATERPILLAR FOUNDATION, an Illinois
not-for-profit corporation

By: [Signature]
Its: PRESIDENT

State of Illinois)
County of Peoria)

On this 22nd day of June, 2021, before me personally appeared Asha Varghese, the President of Caterpillar Foundation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the above/attached document on behalf of Caterpillar Foundation.

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

Jennifer R Baldwin
Notary Public

My commission expires:

June 11, 2022



RESOLUTION NO. 04-22 (VERRADO WESTERN OVERLAY)

A RESOLUTION OF THE GOVERNING BOARD OF THE VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT APPROVING 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) BY AND AMONG CITY (FORMERLY "TOWN") OF BUCKEYE, ARIZONA AND VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT, AS SUCCESSOR IN INTEREST TO WHITESTONE WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT, AND DMB WHITE TANK, LLC; AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE AND DELIVER SAID AMENDMENT ON BEHALF OF THE VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT.

WHEREAS, the City (formerly the Town) of Buckeye, Arizona, a municipal corporation organized and existing under the laws of the State of Arizona (the "City of Buckeye"), Verrado Western Overlay Community Facilities District (formerly known as Whitestone Western Overlay Community Facilities District) (City of Buckeye, Arizona), a community facilities district formed by the City of Buckeye, duly organized and existing pursuant to the laws of the State of Arizona (the "District"), and DMB White Tank, LLC, an Arizona limited liability company (the "Developer/Owner") entered into that certain Development, Financing Participation and Intergovernmental Agreement No. 1 for Whitestone Western Overlay Community Facilities District (City of Buckeye, Arizona) dated June 19, 2001, and recorded July 3, 2001, in the official records of Maricopa County Arizona Recorder at Document No. 2001-0594334; and

WHEREAS, the City of Buckeye, District, and Developer entered into the First Amendment to the Development, Financing Participation and Intergovernmental Agreement No. 1 for Whitestone (now Verrado) Western Overlay Community Facilities District (City of Buckeye, Arizona) dated February 13, 2002 and recorded April 10, 2002 in the official records of Maricopa County Arizona Recorder at Document No. 2002-0368900 (as amended, the "CFD Development Agreement") for the purpose of realigning the District boundaries, which such property is as described in the Schedule, legal descriptions and documents included as Exhibit A attached to the First Amendment; and

WHEREAS, the City of Buckeye and District have determined that the debt limitation provisions in the CFD Development Agreement should be amended to describe the limitations and to make other modifications as are appropriate to accommodate the amendment of the Arizona Constitution through the adoption of "Proposition 117" which now requires tax rates to be based upon limited property value; and

WHEREAS, the City of Buckeye, District, and Developer desire to amend the CFD Development Agreement as set forth in the Second Amendment to the CFD Development Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT, as follows:

Section 1. The Second Amendment to the CFD Development Agreement by and among the City of Buckeye, Arizona, a municipal corporation, the District, and Developer, is hereby approved in substantially the form and substance as on file with the District Clerk's Office.

Section 2. The Chairman, the District Clerk and the District Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Second Amendment to the CFD Development Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Governing Board of the Verrado Western Overlay Community Facilities District, Arizona, this 18th day of January, 2022.

Eric W. Orsborn, Chairman

ATTEST:

Lucinda J. Aja, District Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt, District Attorney