ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

INDEX OF DOCUMENTS
(FORMATION THROUGH ELECTION)

Tab No.	Document
1	Petition for formation of theDistrict
2	General Plan (recorded copy)
3	Town's Resolution No. 46-07 (June 19, 2007) forming the District; agenda
4	District Resolution No. 01-07 (June 19, 2007) appointing officers and calling a special bond election; agenda
5	Notice of Election (English and Spanish)
6	Affidavit of posting of notice of election
7	Affidavits of publication of notice of election
8	Election ballots (English and Spanish); affidavits of electors
9	Resolution No. 04-07 (August 7, 2007) canvassing election results; certificate of result of election (recorded copy); agenda
10	Required filings: (a) letter to Clerk, Board of Supervisors (b) letter to Maricopa County Assessor (c) letter to Arizona Department of Revenue (d) letter to State Real Estate Department
11	Recorded Notice of Formation of the District
12	Submission to U.S. Justice Department; approval letter
13	Development, Financing Participation and Intergovernmental Agreement No. 1

PETITION FOR FORMATION
AND
PETITION FOR ADOPTION OF RESOLUTIONS
ORDERING AND DECLARING
FORMATION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)

The undersigned owners of all of the land (hereinafter collectively referred to as the "*Petitioner*"), hereinafter described by metes and bounds, acting pursuant to the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*"), respectfully petitions the Honorable Town Council of the Town of Buckeye, Arizona, (hereinafter referred to as the "*Town*"), to adopt such resolutions (hereinafter referred to as the "*Resolutions*") as may be necessary to declare its intent to form and order the formation of a tax levying community facilities district (hereinafter referred to as the "*District*") and would respectfully request the proceedings to provide for the following:

A. The name of the District is to be "***ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA");***

B. The District is to be formed, and shall exist, pursuant to the terms and provisions of the Act,

C. The District is to contain an area of approximately 4,078 acres of land, more or less, wholly within the corporate boundaries of the Town and is to be composed of the land described by metes and bounds in *Exhibit A* hereto, which is made a part hereof for all purposes,

D. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; is, except as otherwise provided in the Act, to be considered a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town, and is to be formed for, and to have, all the purposes and powers of a "District" as such term is defined, and as provided, in the Act,

E. Public convenience and necessity require the adoption of the Resolutions.

NOW THEREFORE, the Petitioner represents, attests and declares that:

1. On the date hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District, as described in *Exhibit A* hereto and depicted on the map attached hereto as *Exhibit B* which is made a part hereof, is owned by Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and has been verified by recorded deed or other similar evidence of transfer of ownership to be Petitioner and that there are no resident electors on the land to be in the District; and

2. Attached hereto as *Exhibit C* and made a part hereof, is a certificate of the Tax Assessor of Maricopa County stating who are the owners of the land in the proposed District and listing the tax parcel numbers for the parcels of real property affected by or included within the boundaries of the District; and

3. Attached hereto as *Exhibit D* and made a part hereof, is a certificate of the Maricopa County Recorder stating who are qualified electors residing on the land in the proposed District; and

4. Based on its own knowledge and the information contained in *Exhibits C* and *D* hereto, the Petitioner is the sole owner of the real property described in *Exhibit A*; no other person having any interest in such real property has filed a written request for copies of any notices under the Act; and there are no qualified electors residing on such real property; and

5. The land to be included in the District: (i) consists of approximately 4,078 acres; (ii) lies wholly within the corporate limits of the Town; and (iii) shall be benefited from the improvements for which the District is proposed to be formed; and

6. This Petition is signed (either as a single document or in counterparts) by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and the adoption of the Resolutions are waived, and the Buckeye, Arizona may, and is hereby requested to, on receipt of this Petition, declare the District formed without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election; and

7. A "general plan" (as such term is defined in the Act) for the proposed District has been filed with the Town Clerk setting out a general description of the proposed public infrastructure improvements for which the District is proposed to be formed and the general areas to be improved.

FURTHER, Petitioner requests that this Petition be properly filed as provided by law; that the Town adopt the Resolutions required to declare and order the District formed without being required to comply with the provisions for posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the Resolutions; and that such other orders, acts, procedures and relief as are proper, necessary and appropriate to the purposes of organizing the District and to the execution of the purposes for which the District shall be organized be granted as the Honorable Town Council shall deem proper and necessary.

Submitted and effective this 19th day of June, 2007.

PULTE HOME CORPORATION, a Michigan corporation

By _____
Its VP / Attorney in Fact

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, a Trustee under Trust No. 8563

By _____
Its TRUST OFFICER

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 15th day of JUNE, 2007, by Mike Beilz, VP/Attorney in Fact of Pulte Home Corporation, on behalf of the company.

My commission expires:

July 19, 2010

Laura Meyers
Notary Public

LAURA MEYERS
Notary Public - Arizona
Maricopa County
My Commission Expires
July 19, 2010

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 15 day of June, 2007 by Pamela Meyer of First American Title Company, on behalf of the Trust.

My commission expires:

_____

Patty Perfect
Notary Public

OFFICIAL SEAL
PATTY PERFECT
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires May 21, 2010

JTG:jlu 727351.2 05/11/07

Attachments:

Exhibit A:	Legal description of property to be included in the District
Exhibit B:	Map of property to be included in the District
Exhibit C:	County Assessor's certificate of owners of property in the District
Exhibit D:	County Recorder's certificate of qualified electors in the District

Lienholder consent: Sun Valley Assemblage L.L.C.
Puerto De Cielo, L.L.C.
Land Ventures, L.L.C.

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

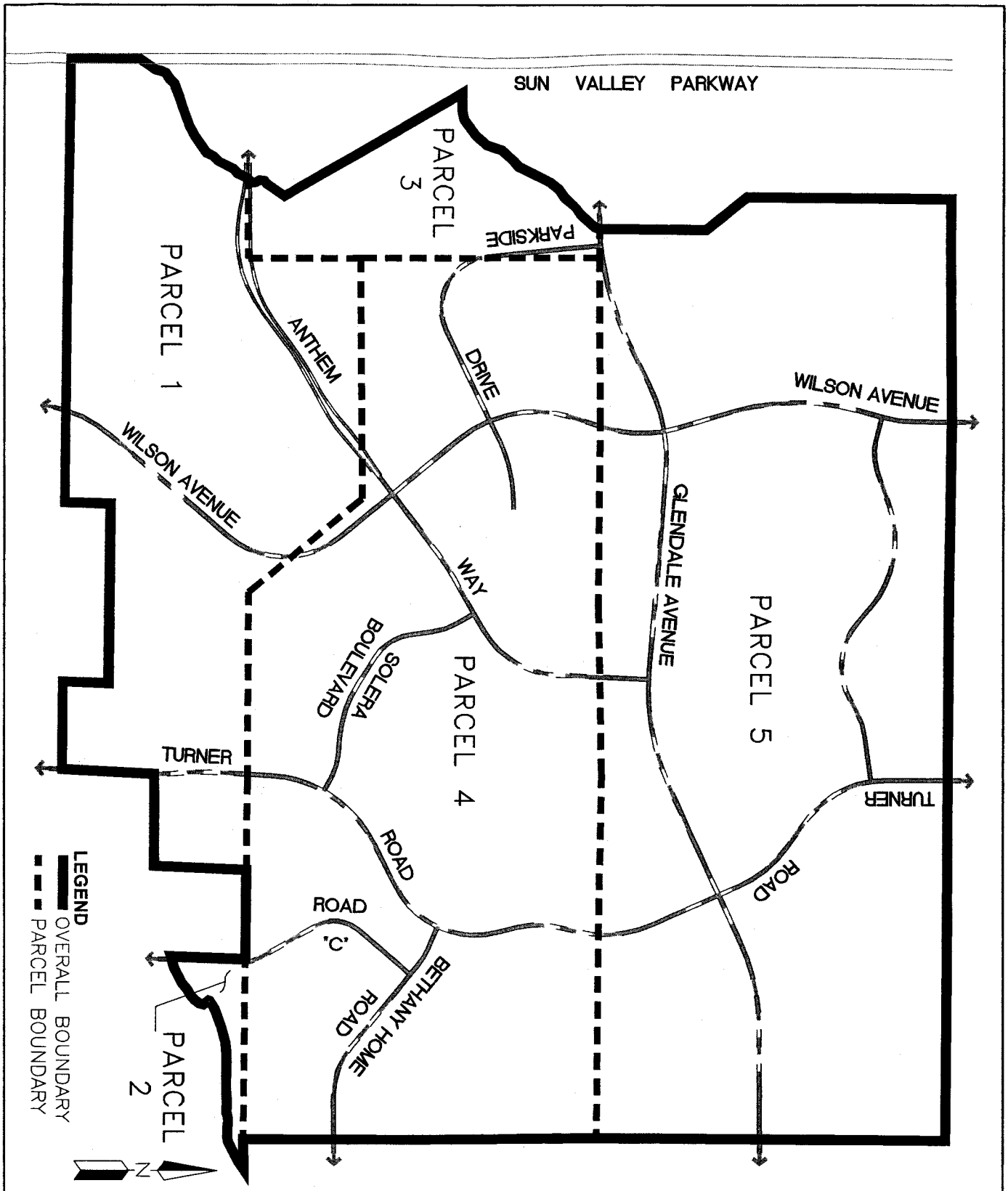
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

MAP OF PROPERTY



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX	COMMUNITY FACILITIES DISTRICT	
CHECKED BY:	CMX		

U:\7200\7262\7262-100\Exhibits\client request\Maps to be Recorded\CFD EXHIBIT.dwg 04-26-2007 - 12:21pm

EXHIBIT C

COUNTY ASSESSOR'S CERTIFICATE

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

ASSESSOR'S CERTIFICATE

I, the undersigned Maricopa County Assessor, hereby certify that the following persons are the owners of the real property described in *Exhibit A* hereto as shown on the most recent assessment roll for state and county taxes and owners of the corresponding tax parcels which are included in the area described in *Exhibit A* hereto.

Owner

1. Name: FIRST AMERICAN TITLE INSURANCE
   Address: 4801 E WASHINGTON NO 100
   PHOENIX, AZ 85034

2. Name: PULTE HOME CORPORATION
   Address: 15111 N PIMA RD STE 100
   SCOTTSDALE, AZ 85260

Dated: 4/26/07

MARICOPA COUNTY ASSESSOR

SWR: gmh/cj 554118 12/20/04
Updated 01/11/05 cj

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

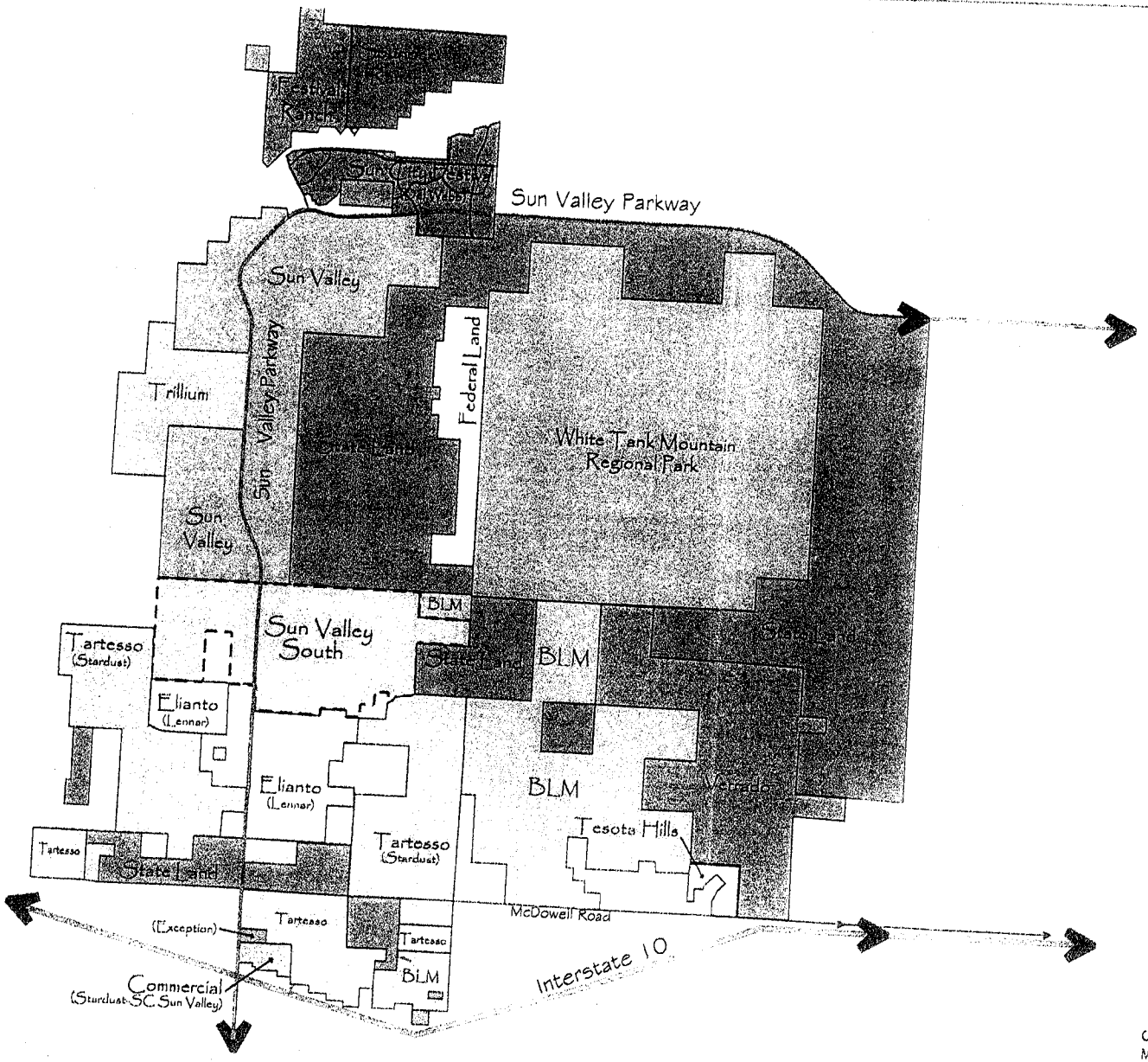
COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.



Sun Valley South

Buckeye, Arizona
CMP First Amendment

Vicinity Map With Adjacent Ownership

Exhibit C-3

North

0 1/2 1 2 4

Scale: 1" = 2 Miles

Legend

Sun Valley South Proposed CMP Boundary

Federal Land

State Land

Bureau of Land Management

CMX Project #: 6359.70
May, 2006

Project Manager: T. Boone, AICP Designed By: T. Boone/G. Thompson Drawn By: G. Thompson, CD
X:\0300\6359-70\Planning\P-Exhibits\Cmp Ammendment\CMP Revision 2nd Submittal\6359-70-Fig C

EXHIBIT D

COUNTY RECORDER'S CERTIFICATE

Maricopa County
Elections Department

Karen Osborne, Director

111 S. 3rd Avenue, Suite 102
Phoenix, Arizona 85003-2235
Phone: (602) 506-1511
Fax: (602) 506-3069
TDD: (602) 506-1517

CERTIFICATION

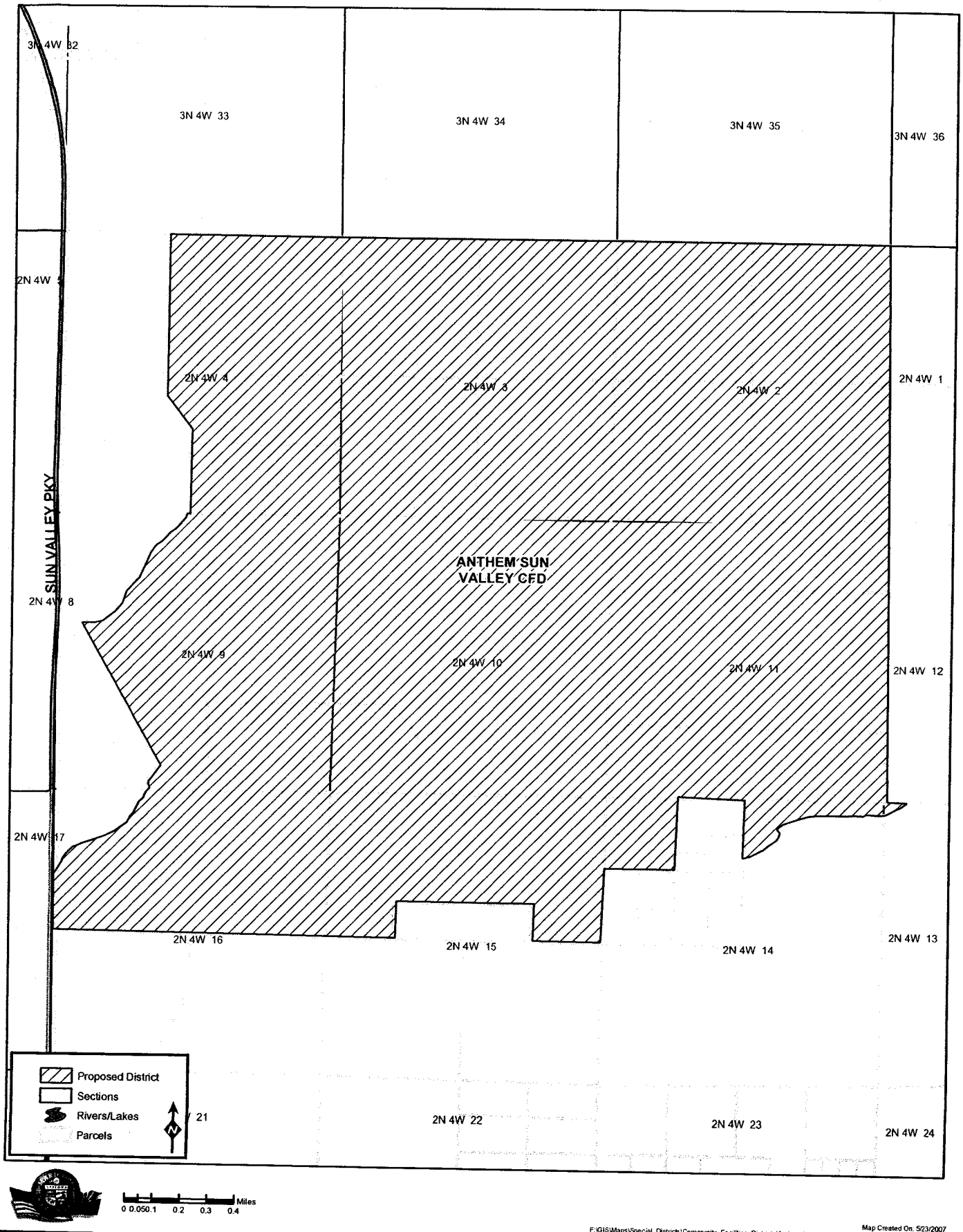
I, **HELEN PURCELL,** County Recorder in and for Maricopa County, State of Arizona, hereby certify that as of May 23, 2007, according to the general register of the voters maintained by the Maricopa County Recorder, there are no qualified electors residing in the area of the Anthem Sun Valley Community Facilities District.

Witness my hand and seal this 8th day of June, 2007.

HELEN PURCELL
MARICOPA COUNTY RECORDER

Jean Prenovost, DCR
County Recorder

Anthem Sun Valley CFD



Map Created On: 5/23/2007
F:\GIS\Maps\Special_Districts\Community_Facilities_Districts\AnthemSunValley_CFD\Anthem_Sun_Valley_CFD.mxd

LIENHOLDER CONSENT TO PETITION AND FORMATION OF THE ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

The undersigned is the lienholder or others with an interest in property proposed to be included in the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"). As persons with an interest in the property, the undersigned hereby consents to the submission to the Clerk for the Town of Buckeye of a Petition for Formation and Petition for Adoption of Resolution Ordering and Declaring Formation of Mirielle Community Facilities District (Town Buckeye, Arizona). The undersigned further consent to the waiver by the Town of Buckeye of any and all requirements of posting, publication, mailing, notice, hearing and landowner election with respect to the formation of the District. Beneficiary hereby instructs Trustee to execute this consent, or a counterpart copy hereof.

SUN VALLEY ASSEMBLAGE L.L.C.,
an Arizona limited liability company

By: _____
Its: Mgr/Member

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of June, 2007, by Michael Mueller, as the Managing Member of Sun Valley Assemblage L.L.C., an Arizona limited liability company, on behalf thereof.

OFFICIAL SEAL
RACHAEL J. HANSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 9, 2010

_____
Notary Public

My commission expires:
Aug. 9, 2010

JTG:jlu 728401 04/18/07

LIENHOLDER CONSENT TO PETITION AND FORMATION OF THE ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

The undersigned is the lienholder or others with an interest in property proposed to be included in the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"). As persons with an interest in the property, the undersigned hereby consents to the submission to the Clerk for the Town of Buckeye of a Petition for Formation and Petition for Adoption of Resolution Ordering and Declaring Formation of Mirielle Community Facilities District (Town Buckeye, Arizona). The undersigned further consent to the waiver by the Town of Buckeye of any and all requirements of posting, publication, mailing, notice, hearing and landowner election with respect to the formation of the District. Beneficiary hereby instructs Trustee to execute this consent, or a counterpart copy hereof.

PUERTO DE CIELO, L.L.C.
an Arizona limited liability company

By: Robert Kite
Its: general partner

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 15th day of June, 2007, by Robert Kite, as the General Partner of Puerto de Cielo L.L.C., an Arizona limited liability company, on behalf thereof.

Rachael J Hanson
Notary Public

My commission expires:
Aug 9, 2010

OFFICIAL SEAL
RACHAEL J. HANSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 9, 2010

LIENHOLDER CONSENT TO PETITION AND FORMATION OF THE ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

The undersigned is the lienholder or others with an interest in property proposed to be included in the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"). As persons with an interest in the property, the undersigned hereby consents to the submission to the Clerk for the Town of Buckeye of a Petition for Formation and Petition for Adoption of Resolution Ordering and Declaring Formation of Mirielle Community Facilities District (Town Buckeye, Arizona). The undersigned further consent to the waiver by the Town of Buckeye of any and all requirements of posting, publication, mailing, notice, hearing and landowner election with respect to the formation of the District. Beneficiary hereby instructs Trustee to execute this consent, or a counterpart copy hereof.

LAND VENTURES, L.L.C.,
an Arizona limited liability company

By: _____
Its: Mgr/Member

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 14th day of June, 2007, by Michael Musulin, as the Managing Member of Land Ventures, L.L.C., an Arizona limited liability company, on behalf thereof.

OFFICIAL SEAL
RACHAEL J. HANSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 9, 2010

_____
Notary Public

My commission expires:

Aug 9, 2010

JTG:jlu 728401 04/18/07

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724386 06/25/2007 10:57
00671800159-15-4-3--
ELECTRONIC RECORDING

When recorded return to:

Mr. Scott W. Ruby
Gust Rosenfeld P.L.C.
201 E. Washington Street, Suite 800
Phoenix, AZ 85004-2327

GENERAL PLAN FOR THE PROPOSED ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

To: Clerk, Town of Buckeye, Arizona

For the purposes of Section 48-702(B), Arizona Revised Statutes, as amended, the following is the general plan for the proposed captioned district:

Article I.

GENERAL AREA TO BE IMPROVED WITHIN THE PROPOSED CAPTIONED DISTRICT

All that area described in *Exhibit A* attached hereto and made a part hereof for all purposes shall comprise the area to be benefited. The public infrastructure improvements shall be constructed in public rights-of-way or easements located both within and outside the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*") and the areas described in *Exhibit A* hereto, all for the benefit of the area described in *Exhibit A* hereto.

Article II.

GENERAL DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR WHICH THE PROPOSED CAPTIONED DISTRICT IS PROPOSED TO BE FORMED:

1. INITIAL PUBLIC INFRASTRUCTURE

The proposed District is to be formed to accomplish the purposes permitted in the Act. It is anticipated that the district initially will construct the public infrastructure described in *Exhibit B*, which shall be available for use by the public. Future public infrastructure which is

presently contemplated and may be completed include certain water and sewer facilities and road improvements for the District. The map attached as *Exhibit C* sets forth the general location of the district and the public infrastructure described in *Exhibit B*.

2. ADDITIONAL PUBLIC INFRASTRUCTURE

In addition to the initial public infrastructure described in paragraph 1 above, the proposed District is being formed for accomplishing the following public infrastructure improvements as such improvements are authorized by the governing body of the District in accordance with applicable law and are consistent with the powers of a community facilities district:

(a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;

(b) Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;

(c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article;

(d) Highways, streets, roadways, bridges and parking facilities including all areas for vehicular use for travel, ingress, egress and parking;

(e) Areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking;

(f) Pedestrian malls, parks, recreational facilities other than stadiums and open space areas for the use of the public for entertainment, assembly and recreation;

(g) Landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems;

(h) Public buildings, public safety facilities and fire protection facilities;

(i) Lighting systems;

(j) Traffic control systems and devices including signals, controls, markings and signage;

(k) Equipment, vehicles, furnishings and other personalty related to the items listed in clauses (a) through and including (j) above; and

(l) Operation and maintenance of the items listed in clauses (a) through and including (k) above.

RECEIPT

Received and filed in the office of the Clerk of the Buckeye, Arizona, for the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona),

DATED: June 19, 2007

Linda Garrison

Linda Garrison, Clerk

ATTACHMENTS:

EXHIBIT A Legal description of property to be included in the District.

EXHIBIT B Description of initial public infrastructure to be constructed or installed by the District.

EXHIBIT C Map showing general areas of the public infrastructure to be constructed or installed by the District.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
TO BE INCLUDED IN THE DISTRICT

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE

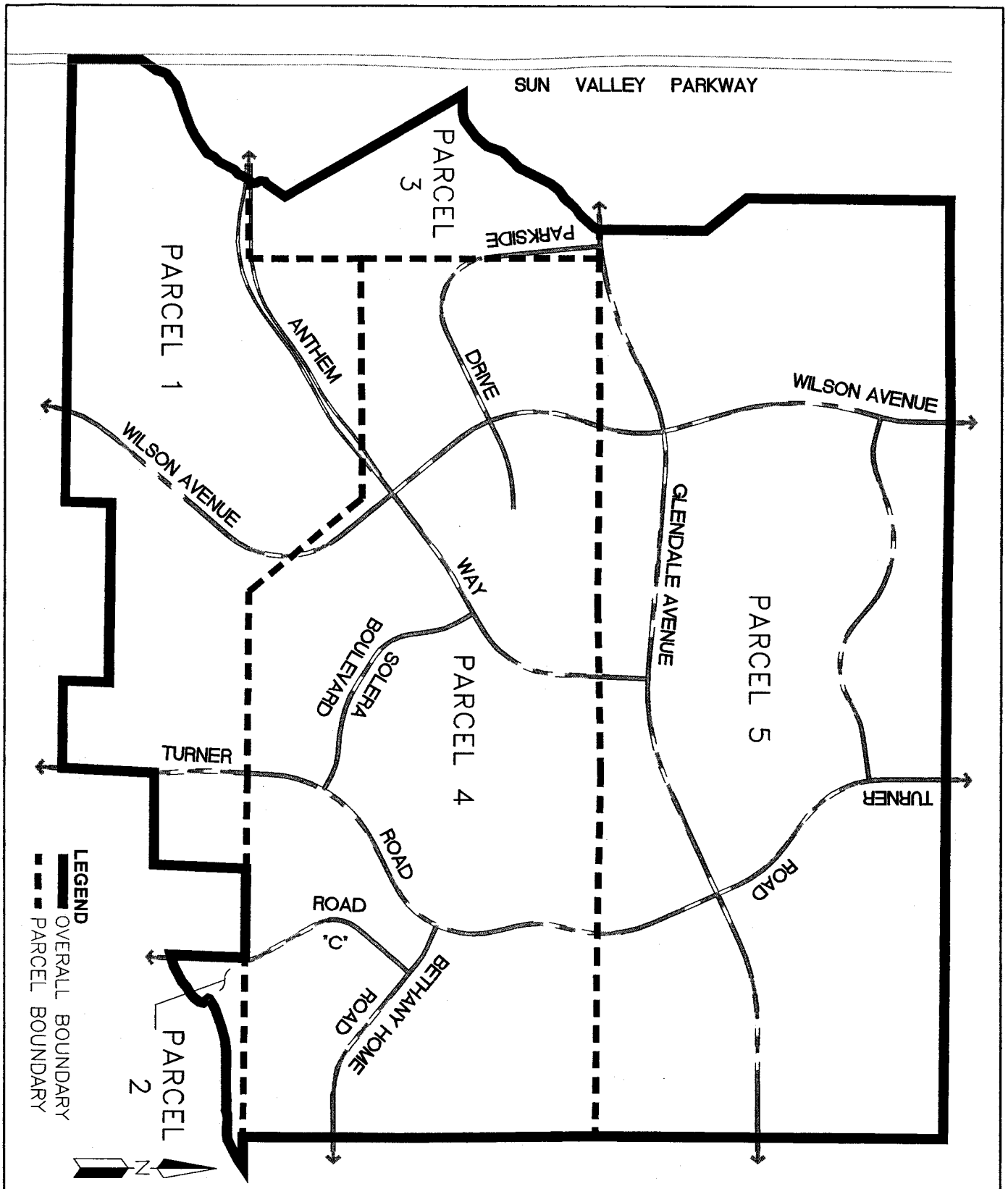
PUBLIC INFRASTRUCTURE

Description

Water Rec Facility Ph 1
Water Rec Facility Ph 2
Water Reservoir Site #1
Water Reservoir Site #2
Wells
Infrastructure Mass Grading
Infrastructure Transmission Mains
Infrastructure Water Mains
Infrastructure Sewer Trunks
Infrastructure Non-Potable Mains
RO Reject Line
Anthem Way
Glendale Ave
Northern Ave
Wilson Ave
Turner Ave
Solera Blvd
Parkside Dr
Major Arterial F
Minor Collector C
Minor Collector D
Traffic Signals
Regional Drainage Projects
Public School Land
Police/Fire Station Land
Library

EXHIBIT C

MAP SHOWING GENERAL AREAS OF THE
PUBLIC INFRASTRUCTURE



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX	COMMUNITY FACILITIES DISTRICT	
CHECKED BY:	CMX		

U:\7200\7262\7262-100\Exhibits\client request\Maps to be Recorded\CFD EXHIBIT.dwg 04-28-2007 - 12:21pm

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724384 06/25/2007 10:57
00671800159-15-4-1--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott Ruby
Gust Rosenfeld P.L.C.
201 East Washington Street
Suite 800
Phoenix, Arizona 85004

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. Findings. The mayor and council hereby make the following findings:

A. Prior to the adoption hereof, there was presented to us, the Mayor and Council of the Town of Buckeye, Arizona (hereinafter referred to as the *"Town"*), a petition for formation of a community facilities district and adoption of resolutions declaring formation of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), submitted and effective June 19, 2007 (hereinafter referred to as the "*Petition*"), signed by the entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown on the assessment roll for State and County taxes for Maricopa County, Arizona, or, if such persons shown on such assessment roll are no longer the owners of land in the District, are the entities which are the successor owners which have become known and have been verified by recorded deed or similar evidence of transfer of ownership to be the owners of such real property (hereinafter such owners are collectively referred to as the "*Petitioner*") described in the Petition by metes and bounds to be in the community facilities district, the formation of which is requested by the Petitioner in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*"). (The proposed district shall be referred to herein as the "*District*".)

B. The Petitioner has represented, attested and declared the following:

1. The name of the District is requested pursuant to the Petition to be "*Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)*",

2. The District is to be formed, and will exist, pursuant to the terms and provisions of the Act,

3. The District is to contain an area of approximately 4,078 acres of land, more or less, wholly within the corporate boundaries of the Town of Buckeye, Arizona, and is to be composed of the land described by metes and bounds as provided in *Exhibit A* hereto, which is made a part hereof for all purposes (hereinafter referred to as the "Property"),

4. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; except as otherwise provided in the Act, and is to be considered a municipal corporation and political sub-

division of the State of Arizona separate and apart from the Town, and is to be formed for, and have, all the purposes and powers of a "district" as such term is defined, and as provided, in the Act, and

5. Public convenience and necessity require the adoption of this resolution forming the District.

C. The Petitioner further represented, attested and declared that on the date thereof and hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and verified by recorded deed or similar evidence of transfer of ownership to the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no qualified electors residing on the land to be in the District.

D. After representing, attesting and declaring the preceding, the Petitioner requested that the Petition be properly filed as provided by law and that, as the Petition is signed by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof be waived, and that the Town, upon receipt of the Petition, declare its intention to form the District and thereafter form the District without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election.

E. A Development, Financing Participation and Intergovernmental Agreement No. 1 (the "*Development Agreement*") has been presented to the Mayor and Council, executed by the owners of all the land in the District and it is now in order for the Town to approve such Development Agreement.

Section 2. Agreements and Further Findings by the Town of Buckeye, Arizona. The Mayor and Council hereby agree to and find the following:

A. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

B. The General Plan (as defined hereafter) has been filed with the Clerk of the Town.

C. The Petition, and all necessary supporting materials, meets the requirements of A.R.S. § 48-707, subsections F and G and has been filed with the Council, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth in whole.

D. The purposes for which the organization of the District is sought are as described in the Petition and General Plan and are purposes for which a community facilities district created pursuant to the Act may be lawfully formed.

E. The District is to be wholly comprised of the Property and the Property is wholly within the boundaries of the Town.

F. The Property is benefited by the District and the public infrastructure and the public infrastructure purposes set forth in the General Plan.

G. Pursuant to A.R.S. § 48-707, subsections F and G, no hearing on the formation of the District will be held.

H. The Petitioner is the owner of all of the Property and no qualified electors reside on the Property.

I. The public convenience and necessity require the adoption hereof.

Section 3. Approval of the General Plan. Prior to the adoption hereof, a "General Plan for the Proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)" for the District was filed with the Clerk of the Town setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved and benefited (hereinafter referred to as the "*General Plan*"). The General Plan is hereby approved in all respects.

Section 4. Approval of the Development Agreement. The Development Agreement by and among the Town, the District and the owners of the property within the District, as presented to the Town and on file with the Clerk, is hereby approved. The Mayor is authorized and directed to execute and deliver and the Clerk is authorized and directed to attest, the Development Agreement.

Section 5. Intention to Form the District. The Mayor and Council hereby declares, pursuant to the Act, its intention to form the District comprised of the Property as a community facilities district, pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. Based on the Petition and the findings set forth herein, all requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof are waived.

Section 6. Granting of Petition; Formation of District. The Petition is hereby granted, and the District is hereby formed as a community facilities district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. The Mayor and Council hereby determine July 26, 2007 to be the scheduled election date to submit the question of formation of the District to the qualified electors, if any, who reside within the boundaries of the District. As of the date hereof, which is a date within 50 days immediately preceding such scheduled election date, there are no resident electors or qualified electors residing on the Property, therefore, the submission of the formation of the District to an election of resident electors is hereby found to be unnecessary and no formation election will be held.

Section 7. Levy of Taxes. Formation of the District may result in the levy of taxes by the District on all taxable property located within the District to pay the costs of improvements constructed by the District and the administration of the District and for their operation and maintenance and the administration of the District.

Section 8. District Board and Officers. The District shall be governed by a "District Board" comprised of the members of the governing body of the Town, ex officio. Gust

Rosenfeld P.L.C. may serve as Town Attorney and attorney and bond counsel for the District, and the Town hereby waives any conflict of interest that may exist now or in the future as a result of such dual representation.

Section 9. District Boundaries and Map. The District boundaries are set to be as described in metes and bounds in *Exhibit A* hereto. The map showing the District boundaries is set forth in *Exhibit B* hereto and is hereby approved.

Section 10. Dissemination of This Resolution. The Town Clerk shall cause a copy of this resolution to be delivered to the County Assessor and the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona.

Section 11. No General Liability of or for the Buckeye, Arizona. Neither the general fund or any other fund or moneys of the Town, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Town, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

Section 12. Emergency. The immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the Town and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Passed by the Council of the Town of Buckeye, Arizona, on June 19, 2007.

Bobby Bryant
Mayor

ATTEST:

Linda Hansen
Clerk

APPROVED AS TO FORM:

Scott W. Ruby
Buckeye, Arizona Attorney

Exhibits:
A Legal description of district
B Boundary map of district

EXHIBIT A

LEGAL DESCRIPTION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

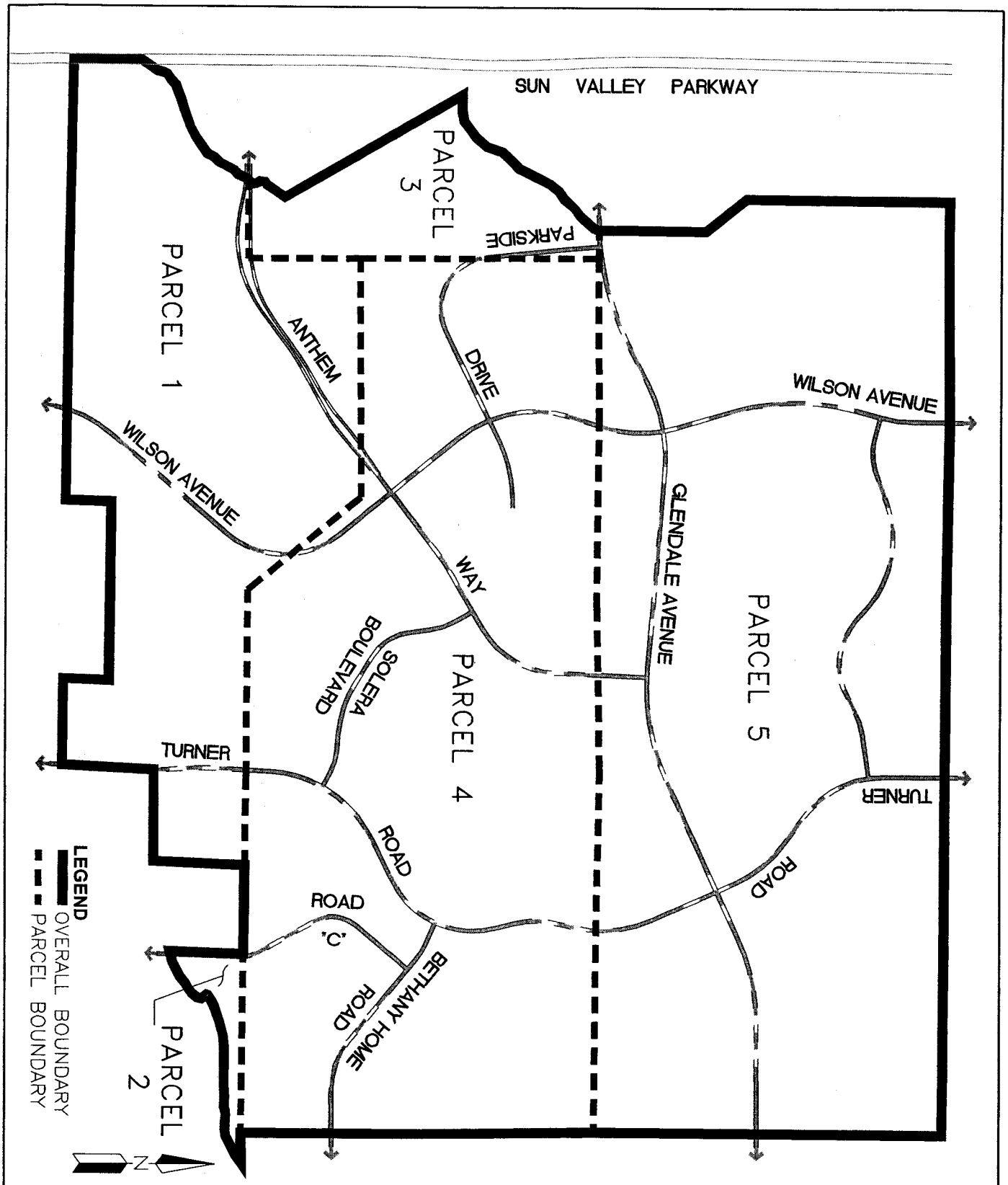
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

BOUNDARY MAP OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)



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ANTHEM SUN VALLEY

SUN VALLEY PARKWAY & ANTHEM WAY
BUCKEYE, ARIZONA

COMMUNITY FACILITIES DISTRICT

PEORIA OFFICE
16165 N. 83RD AVE. STE 201
PEORIA, AZ 85382
PH (623) 466-6040
FAX (623) 466-6041
www.cmxinc.com

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES (INCLUDING CELL PHONES/PAGERS) BEFORE THE MEETING IS CALLED TO ORDER. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE TOWN OF BUCKEYE COMMUNITY DEVELOPMENT BOARD OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAYBE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE TOWN DEVELOPMENT BOARD OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

TOWN OF BUCKEYE

REGULAR COUNCIL MEETING
JUNE 19, 2007

Town Council Chambers
100 N. Apache Road
Buckeye, AZ 85326
7:00 p.m.

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623 349-6007) 72 *hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment. (TTD* 623 386-4421)

Members of the Town 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/Pledge of Allegiance/Roll Call.
Council Action: None.

2. Comments from the Public - Members of the audience may comment on any item of interest.
Council Action: Open Meeting Law does not permit Council discussion of items not specifically on the agenda.

2A. Presentation of the Customer Service Award for May, 2007.

CONSENT AGENDA ITEMS
Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the Town Council. There will be no separate discussion of these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence.

***3. Council to consider and if advisable, approve the minutes of the June 5, 2007, Council Workshop, and Regular Meeting and the Special Meeting/Budget Workshops May 21, 22, 30, and 31, 2007 and June 1, 4, and 7, 2007.**

***4. Council to consider and if advisable, approve the invoices due by the Town for payment. Copies of invoices are available at Town Hall.**

***5. New Business**

***5A. Council to consider and if advisable, relieve Delia Thibedeu from her appointment to the Cemetery Advisory Committee as per Resolution 24-01, Section 7, "absent for three consecutive meetings", and recommend the Sean Thompson, Alternate, assume Ms. Thibedeu's term on the Committee.**

***5B. Council to consider and if advisable, approve the Police Department request to allocate $5,000 to the Phoenix Police Department's Silent Witness Program from R.I.C.O. funds per authorization by the Maricopa County Attorney's Office.**

***5C. Council to consider and if advisable, approve resolutions for submission to the Arizona League of Cities and Towns for consideration of inclusion in the League's 2008 Legislative Agenda the following resolutions: Support for enhancing transportation funding, support the use of solar energy devices for residential and commercial purposes and to support the pending resolution by Queen Creek, AZ, for private utilities applying to establish within an unincorporated county area must get approval from municipalities within a 6-miles radius of such utility, and the City of Surprise's resolution that would mandate the provision of critical infrastructure maps, water resource locations and/or telecommunications paths by utility companies.**

***5D. Council to consider and if advisable, approve a Final Plat for Hayden Estates consisting of 396 lots on approximately 135.3 acres located at the northeast corner of Rooks Road and Broadway Road. Request by Pamela Gilson of Stratland Enterprises of Buckeye, L.L.C. HAYDEN ESTATES FP05-82**

***5E. Council to consider and if advisable, approve a Final Plat for Wingate, a single family residential neighborhood consisting of 566 lots on approximately 151 acres located at the northwest corner of Watson Road and Beloat Road subject to the attached stipulations. Request by R. Stuart Barney of Evergreen – Beloat & Watson, L.L.C. WINGATE FP06-93**

***5F. Council to consider and if advisable, approve a Final Plat for Sun city Festival Parcels I1 and P1 for two single family residential parcels consisting of a total of 345 lots on approximately 126 acres generally located north of the northwest corner of Beardsley Parkway and Canyon Springs Boulevard subject to the attached stipulations. Request by Teresa Evidente and Tom Beck of Coe & Van Loo Consultants, Inc. on behalf of Hans Koppenhoefer and Bobbi Johnson of Pulte/Del Webb SUN CITY FESTIVAL PARCELS I1 AND P1 FP06-103**

5G. Council to consider and if advisable, approve the request from DMB White Tanks-Verrado for an outdoor concert and movie night to be held Saturday, June 23, 2007 from 8:00 p.m. to 11:00 p.m. at the Verrado Village Green.

***5H. Council to consider and if advisable, approve the request from the Verrado Assembly/ Buckeye Valley Chamber of Commerce/Town of Buckeye for Buckeye's Fabulous 4th of July Celebration to be held on July 4, 2007 at Verrado High School (20050 W. Indian School Road).**

***5I. Council to consider and if advisable, approve the request from Verrado Assembly for "Verrado Independence Day Celebration – Golf Tournament, Bicycle Parade, and Pancake Breakfast to be held on July 3rd and 4th.**

*Council Action: Motion to approve the consent agenda items *3, *4, *5A, *5B, *5C, *5D, *5E, *5F, *5G, *5H, and *5I.*

6. Public Hearing

6A. A Public Hearing will be conducted to hear citizen input on the proposed request by Clare Abel representing Wal-Mart Stores, Inc. for a Series 9 Liquor Store, License #P1000937, for the Wal-Mart Supercenter located at 1060 South Watson Road.

Council Action: None.

6B. A Public Hearing will be conducted to hear citizen input on the request by James Parker on the proposed annexation of approximately 15 acres from Maricopa County to the Town of Buckeye, generally located at the southwest corner of Apache Road and Beloat Road. PARKER A07-02

Council Action: None

6C. A Public Hearing will be conducted to hear citizen input on the proposed Commercial and Industrial Design Standards and Guidelines.
Council Action: None

6D. A Public Hearing will be conducted to hear citizen input on the request by Denise Lacey of RBF Consulting on behalf of John Wharton of Mesa Development for the proposed minor amendment for approximately 18.5 acres from Agriculture/Rural Residential to Mixed Economic Use, located at the southeast corner of MC 85 and Rainbow Road. GPA06-19
Council Action: None

6E. A Public Hearing will be conducted to hear citizen input on the request by Teresa Evidente of Coe & Van Loo Consultants, Inc. on behalf of Kay Bigelow of Gammage and Burnham on a Preliminary Plat for Elianto Village 2 – for 1,212 lots on approximately 661.08 acres generally located between Sun Valley Parkway and Turner Road and between Thomas Road and Camelback Road in the Elianto Master Planned Community. ELIANTO VILLAGE 2 PP06-29
Council Action: None

6F. A Public Hearing will be conducted to hear citizen input on the request by Teresa Evidente of Coe & Van Loo Consultants, Inc. on behalf of Kay Bigelow of Gammage and Burnham on a Preliminary Plat for Elianto Parcel 1.5 for 191 lots on approximately 39.38 acres generally located on the northeast corner of Thomas Road and Sun Valley Parkway in Village 1 of the Elianto Master Planned Community. ELIANTO PARCEL 1.5 PP06-30
Council Action: None

6G. A Public Hearing will be conducted to hear citizen input on the request by Carolyn Oberholtzer of Rose Law Group, P.C. on behalf of RBF Consulting for the proposed Desert Creek Community Master Plan (CMP) covering approximately 2,234 acres near Interstate 10 and the Hassayampa River, subject to stipulations. DESERT CREEK CMP05-09
Council Action: None

7. Tabled Items (*Tabled from the May 15, 2007 Council Meeting*)
7A. *(Tabled from the May 15, 2007 Council Meeting)* **Council to consider and if advisable, lay on the table and direct staff to schedule a work session to provide further information and clarification on Ordinance 35-07 amending the Buckeye Town Code Chapter 12, Traffic, Article 12-3, Parking and Stopping, Section 12-3-8, Commercial Vehicle Traffic, relating to Commercial Vehicle Restrictions; providing for penalties; providing for severability; and repealing conflicting ordinances.**
Council Action: Motion to approve.

7B. *(Tabled from the 6-5-07 meeting)* **Council to consider and if advisable, approve a 61 month lease agreement for the Family Advocacy Center located at 140 N. Litchfield Road, Goodyear, Arizona for the investigation and treatment of sexual assault victims, domestic violence victims, and victims of child/vulnerable adult physical and/or sexual abuse.**
Council Action: Motion to approve.

Non-Consent New Business
8A. Council to consider and if advisable, approve the request by Clare Abel representing Wal-Mart Stores, Inc. for a Series 9 Liquor Store, License #P1000937, for the Wal-Mart Supercenter located at 1060 South Watson Road.
Council Action: Motion to approve.

8B. Council to consider and if advisable, adopt Resolution 42-07 amending the Personnel Rules and Policies of the Town of Buckeye, Chapter 12, Safety and Security; and declaring an emergency.
Council Action: Motion to approve.

8C. Council to consider and if advisable, adopt Resolution 43-07 declaring as a Public Record that certain document on file with the Town Clerk entitled the "Town of Buckeye Engineering Design Manual DM#301 Well Facility Design Manual including Appendix A, Well Location and Pre-

construction Checklist, and Appendix B, Construction Details B-300, B-300A, B-301, and B-302, May 2007".
Council Action: Motion to approve.

8D. Council to consider and if advisable, adopt Ordinance 42-07 amending the Town Code of the Town of Buckeye by amending Chapter 24, Public Works, by adopting by reference the "Town of Buckeye Engineering Design Manual DM#301, Well Facility Design Manual, including Appendix A, Well Location and Pre-construction Checklist, and Appendix B, Construction Details B-300, B-300A, B0301, and B0302, May 2007".
Council Action: Motion to approve.

8E. Council to consider and if advisable, adopt Resolution 44-07 declaring the Town of Buckeye Commercial and Industrial Design Standards and Guidelines a Public Records of which three copies are on file in the Town Clerk's Office.
Council Action: Motion to approve.

8F. Council to consider and if advisable, adopt Ordinance 43-07 amending the Development Code of the Town of Buckeye, Arizona, by adopting the Town of Buckeye Commercial and Industrial Design Standards and Guidelines.
Council Action: Motion to approve.

8G. Council to consider and if advisable, adopt Resolution 45-07 authorizing a Minor General Plan Amendment to the Town of Buckeye General Plan Planning Area Land Use Plan and amending the designation of approximately 18.5 acres generally located at the southeast corner of Rainbow Road and MC 85 from Agriculture/Rural Residential to Mixed Economic Use. Request by Denise Lacey of RBF Consulting on behalf of John Wharton of Mesa Development MESA DEVELOPMENT GPA06-19
Council Action: Motion to approve.

8H. Council to consider and if advisable, adopt Ordinance 44-07 amending the Zoning Map of the Town of Buckeye on approximately 18.5 acres generally located to the southeast corner of Rainbow Road and MC 85 from the Rural Residential (RR) Zoning District to the Commercial Center (CC) Zoning District. Request by Denise Lacey of RBF Consulting on behalf of John Wharton of Mesa Development. MESA DEVELOPMENT RZ06-30
Council Action: Motion to approve.

8I. Council to consider and if advisable, adopt Ordinance 45-07 amending the Zoning Map of the Town of Buckeye of approximately 2,233.80 acres generally located near Interstate 10 and the Hassayampa River to the Planned Community (PC) Zoning District. Request by Denise Lacey of RBF Consulting on behalf of Buckeye 1680, L.L.C. c/o PacWest Financial, L.L.C. DESERT CREEK RZ05-41
Council Action: Motion to approve.

8J. Council to consider and if advisable, adopt Ordinance 46-07 amending the Zoning Map of the Town of Buckeye on approximately 153 acres generally located at the southeast corner of Southern Avenue and Ogelsby road (SR 85) from the Rural Residential (RR) Zoning District to the Commercial Center (CC) Zoning District. Request by Matt Klyszeiko of RBF Consulting on behalf of Jackie Peterson of Buckeye 270 L.L.C. BUCKEYE 270 RZ05-25
Council Action: Motion to approve.

8K. Council to consider and if advisable, adopt Ordinance 47-07 amending the Zoning Map of the Town of Buckeye on approximately 318.3 acres generally located at the southwest corner of Jackrabbit Trail and the Bethany Home Road alignment from the Planned Community (PC) Zoning District to 311.6 acres in the Planned Residential (PR) Zoning District and 6.6 acres in the Commercial Center (CC) Zoning District. Request by Denise Lacey of RBF Consulting on behalf of Tim Goodrich of Maracay Homes. CANYON VIEWS RZ06-23
Council Action: Motion to approve.

8L. Council to consider and if advisable, approve a Preliminary Plat PP06-29 for Elianto Village 2 for 1,212 lots on approximately 661.08 acres generally located between Sun Valley Parkway and Turner Road and between Thomas Road and Camelback Road in the Elianto Master Planned Community subject to the attached stipulations. Request by Kay Bigelow of Gammage and Burnham on behalf of Brian Rosenbaum of Lennar Communities Development, Inc. ELIANTO VILLAGE 2 PP06-29
Council Action: Motion to approve.

8M. Council to consider and if advisable, approve a Preliminary Plat PP06-30 Elianto Village Parcel 1.5for 191 lots on approximately 39.98 acres generally located on the northeast corner of Thomas Road and Sun Valley Parkway in Village 1 of the Elianto Master Planned Community subject to the attached stipulations. Request by Kay Bigelow of Gammage and Burnham on behalf of Brian Rosenbaum of Lennar Communities Development, Inc. ELIANTO VILLAGE 1.5 PP06-30
Council Action: Motion to approve.

8N. Council to consider and if advisable, approve the extension of PP05-01, a Preliminary Plat for Elianto Village 4 for a period of 12 months from June 21, 2007 to June 21, 2008 subject to stipulations. Request by Kay Bigelow of Gammage and Burnham on behalf of Ed Smith of Capital Pacific Homes ELIANTO VILLAGE 4 EXTENSION PP05-01
Council Action: Motion to approve.

8O. Council to consider and if advisable, adopt Ordinance 48-07 approving both a Development Agreement and the Community Master Plan for the Development known as Desert Creek, a Master Planned Community by Desert Creek MPC, LLC, ET, AL, on approximately 2,234 acres of land near Interstate 10 and the Hassayampa River, subject to stipulations and authorizing execution of the Development Agreement. DESERT CREEK CMP05-09
Council Action: Motion to approve.

8P. Council to consider and if advisable, approve the Public Safety Communications Master Plan for Police, Fire and Public Works in the interest of modernizing the Town's Communication Infrastructure.
Council Action: Motion to approve.

8Q. Council to consider and if advisable, approve the scope of work presented by Z&H Engineering for Fast Track – State Aviation Grant for the Buckeye Municipal Airport, Ramp Extension and Installation of Fence/Security Gates in the amount not to exceed $101,775 from the Airport Improvement Fund and to authorize Mayor Bryant to execute the Task Agreement.
Council Action: Motion to approve.

8R. Council to consider and if advisable, accept and approve Verrado District 1 Community Facilities District Conveyances of Segment for the following items of public infrastructure:

A. Western Drive 1B South
B. Hamilton Street 1B South
C. Thomas Road 1B South and 2 East
D. Acacia Way 1B South
E. Acacia Way 1B South Crossing

8S. Council to consider and if advisable, adopt Resolution 46-07 declaring intent to form a Community Facilities District; ordering and declaring formation of the tax levying Anthem sun Valley Community Facilities District (Town of Buckeye, Arizona); approving the Development, Financing Participation and Intergovernmental Agreement No. 1 with such District; and Declaring an Emergency.
Council Action: Motion to approve.

8T. Council to consider and if advisable, accept nominations for Council liaison to the Chamber of Commerce due to the current Council liaison (Councilman Rioux) being elected to the Board of Directors for the Chamber of Commerce.
Council Action: Nominations, motion to approve.

9. Town Manager's Report - *The Town Manager may provide a brief summary of current events; however, there can be discussion on the following matters:*

(1) Manager's update on Council related matters
(2) Update on Legislative issues

10. Comments from the Mayor and Council - *Mayor and Council may present a brief summary on current events. The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.*

11. Adjournment.
Council Action: Motion to adjourn.

RESOLUTION NO. 01-07

A RESOLUTION OF THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) APPOINTING DISTRICT OFFICERS; APPROVING THE GENERAL PLAN; TAKING CERTAIN OTHER ACTIONS WITH REGARD TO ORGANIZATION OF THE DISTRICT; CALLING A SPECIAL BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX ELECTION FOR THE DISTRICT; AND ENTERING INTO A DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH THE TOWN OF BUCKEYE, ARIZONA.

BE IT RESOLVED BY THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) as follows:

Section 1. Findings.

A. On June 19, 2007, the Mayor and Council of the Buckeye, Arizona of Buckeye, Arizona, Arizona (hereinafter called the "Town"), adopted Resolution No. 46-07 (the "*Resolution*") ordering and declaring formation of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (hereinafter called the "*District*").

B. All conditions precedent to the formation of the District have been satisfied.

C. As provided by Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*"), the District is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended, and, except as otherwise provided in Section 48-708(B), of the Act, is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town.

D. The owner of all real property in the District (the "*Owner*") filed with the Town Clerk the "general plan" for the District, which sets out a general description of the public infrastructure improvements for which the District was formed and the general areas to be improved (hereinafter referred to as the "*General Plan*").

E. Certain matters relating to the organization of the District must be determined by the district board of the District (hereinafter referred to as the "*District Board*") including consideration of a Development, Financing Participation and Intergovernmental Agreement No. 1 by and among the District, the Town and the Owner (the "*Development Agreement*").

F. The Owner may construct or acquire a portion of the "public infrastructure" (as such term is defined in Section 48-701, of the Act) described in the General Plan or has undertaken "public infrastructure purposes" (as such term is defined in Section 48-701, of the Act) related thereto in contemplation of acquisition of such public infrastructure by a community facilities district.

G. (1) The District is authorized by Section 48-719, of the Act, to issue and sell general obligation bonds of the District to provide moneys for certain "public infrastructure purposes" consistent with the "general plan" of the District.

(2) Such bonds may not be issued unless approved at an election ordered and called to submit to the qualified electors of the District, which qualified electors consist of persons residing in the District who have registered to vote and those persons who are qualified to vote pursuant to Section 48-707(G), of the Act. If no person has registered to vote within the District within fifty (50) days immediately preceding any scheduled election date, the owners of land within the District who are qualified electors of the State of Arizona and other landowners according to Section 48-3043, of the Act (the "*Landowners*" and in either case hereinafter referred to as, collectively, the "*qualified electors*") shall vote on the question of authorizing the District Board to issue such bonds for such purposes.

(3). The District is authorized by Section 48-723, of the Act to levy an ad valorem tax on the assessed value of all real and personal property in the District for the purpose of applying the taxes to the operation and maintenance expenses of the District.

(4) The ad valorem tax for operation and maintenance purposes may not be levied unless approved at an election by the qualified electors of the District.

(5) The District Board deems it necessary and advisable to order and call such an election at this time for the purpose of submitting questions that request authorization to issue general obligation bonds and levy an ad valorem property tax for the District's operation and maintenance expenses, and to establish the procedures whereby such election should be held.

(6) An estimate of the amount of financing necessary to provide for, through acquisition, construction or otherwise, the "public infrastructure purposes", a general description of which are set out in the general plan of the District, has been presented to the District Board.

Section 2. Appointment of District Officers. The persons serving as Mayor and Vice Mayor of the Town are hereby appointed "Chairman" and "Vice Chairman," respectively, of the District Board; the person serving as the Town Clerk is hereby appointed "District Clerk"; the person serving as the Town Finance Director is hereby appointed "District Treasurer"; the person serving as the Town Manager is hereby appointed "District Manager". Gust Rosenfeld P.L.C. is hereby retained as the District's bond counsel and special counsel and all conflicts of interest that exist now or in the future between the Town and the District caused by such dual representation are hereby waived. Stone & Youngberg LLC is retained as the District's financial consultant. The District Manager is authorized to appoint itself, or such other qualified entity, as District Engineer when such appointment shall be necessary to further the purposes of the District. Except as otherwise provided by resolution of the District, all agreements and other documents to which the District is a party shall be executed on behalf of the District by the District Manager or the designee of the District Manager.

Section 3. Posting of Notices. Statements of the District directing where all public notices of the meetings of the District shall be posted in substantially the form attached hereto as *Exhibit A* has been filed with the Clerks of Maricopa County and the Town and is hereby approved and ratified for all purposes thereof.

Section 4. Preparation of Budget. The District Board hereby instructs the District Treasurer to cause to be prepared a draft of a proposed budget for the District for the ensuing fiscal year to be circulated for consideration at a subsequent meeting of the Board as required by Section 48-716, Arizona Revised Statutes, as amended. Such budget shall include the costs of providing the District, its board members, officers, employees, agents and contractors with adequate insurance coverage.

Section 5. Approval of General Plan. The General Plan as submitted to the Town is hereby approved in all respects.

Section 6. Call of Election. A special election, in and for the District, be and the same is hereby ordered and called to be held on July 26, 2007 (the "*Election*"), at which time there shall be submitted to the qualified electors of the District the questions set forth in the form of official ballot attached hereto, marked *Exhibit B* and incorporated by reference herein. Based upon a certificate of the Maricopa County Recorder, dated a date not more than fifty (50) days prior to the date of the Election, there are no persons registered to vote within the District.

The District Clerk is directed to appoint election workers, election officials and such other necessary persons to the extent required to assist in conducting the election. The District Clerk is further directed to take such other actions as are necessary and appropriate to carry out the purposes of this resolution.

Section 7. Posting and Publishing of Matters Relating to Election. The Election shall be called by posting notices in three (3) public places within the boundaries of the District not less than twenty (20) days before the date of the Election in substantially the form hereto attached and marked *Exhibit C*. Notice shall also be published in the Arizona Republic and the West Valley View, newspapers of general circulation in the Town once a week for two consecutive weeks preceding the Election in substantially the form of *Exhibit C*.

Section 8. Polling Place. The polling place and the time the poll shall be opened and closed shall be as provided in *Exhibit C*.

Section 9. Affidavit for Landowners. If the qualified electors are and become the Landowners, prospective electors voting in the Election shall execute an affidavit substantially in the form hereto attached and marked *Exhibit D*.

Section 10. Preparation of Ballots and Affidavits. The District Clerk is hereby authorized and directed to have printed and delivered to the election officers at such polling place such ballots and, if necessary, such affidavits, to be by them furnished to the qualified electors of the District offering to vote at the Election, in substantially the form of *Exhibits B* and *D*.

Section 11. Compliance with Voting Rights Act 1965. In order to comply with the Voting Rights Act of 1965, as amended, the following shall be translated into Spanish and posted, published and recorded in each instance where posting, publication and recording of such proceedings are required, to-wit: *Exhibits B*, *C* and *D*, all absentee voting materials and all instructions at the polling place.

Section 12. Applicable Law. The Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at such election who are qualified electors of the District. Absentee voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

Section 13.. Canvass. On August 7, 2007, which is a date within fourteen (14) days after the date of the Election, the District Board shall meet and canvass the returns, and if a majority of the votes cast at the Election is in favor of issuing the bonds and levying an ad valorem property tax for operation and maintenance purposes, the Board shall enter the fact on its minutes.

Section 14. Approval of Development Agreement. The Development Agreement by and among the Town, the District and the Owner, as presented to the Board and on file with the District Clerk, is hereby approved. The Chairman of the District Board is authorized and directed to execute and deliver, and the Clerk is authorized and directed to attest, the Development Agreement.

Section 15. Effective Date. This resolution shall be effective immediately.

PASSED by the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) on June 19, 2007.

Bobby Bryant
Chairman, District Board

ATTEST:

Linda Garrison
District Clerk

APPROVED AS TO FORM:

Scott W. Rely
Bond Counsel

EXHIBITS:
A - Statements Regarding Posting of Public Meetings
B - Form of Ballot
C - Form of Notice of Election
D - Form of Affidavit of Elector

JTG:jlu 727486 05/11/07

EXHIBIT A

OPEN MEETING LAW NOTICE

Notice of Meetings

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

TO THE GENERAL PUBLIC:

PLEASE TAKE NOTICE that the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), will hold its meetings at the Buckeye Town Hall, 100 North Apache, Buckeye, Arizona 85236, and that notice of such meetings will be given at least twenty-four (24) hours prior to a meeting and notice will be posted on the bulletin board at the Buckeye Town Hall.

Meetings will be held in conjunction with the meetings of the Town Council of the Town of Buckeye, Arizona.

DATED AND POSTED: _____, 20__.

_____
Clerk

EXHIBIT B

Number of acres owned _____

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (I) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES	☐
BONDS, NO	☐

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES	☐
TAX, NO	☐

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

EXHIBIT C

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT"):

A general obligation bond and an operation and maintenance ad valorem tax special election will be held on **July 26, 2007**, for the District at the polling place hereafter set forth. The District is comprised of real property located within the _____ voting precinct.

PRECINCT _____
POLLING PLACE Buckeye Town Hall, 100 North Apache , Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1

Question No. 2

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, **100 North Apache , Buckeye, Arizona 85236**, telephone number **623-349-6000**. The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

EXHIBIT D

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)
ANTHEM SUN VALLEY COMMUNITY)
FACILITIES DISTRICT)
(TOWN OF BUCKEYE, ARIZONA)

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of _____ (the "*Company*"), a limited liability company duly formed and validly existing pursuant to the laws of the State of _____.

2. The Company I so represent owns _____ acres in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Company is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of _____ acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Company, I have been designated and authorized by the board of directors of the Company to represent and vote for and on behalf of the Company, in the election being held by the District on the date hereof.

_____
Affiant

SUBSCRIBED AND SWORN to before me on _____, 2007.

_____
Election Board Member

JTG:jlu 727486 05/11/07

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)
ANTHEM SUN VALLEY COMMUNITY)
FACILITIES DISTRICT)
(TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of_____ (the "*Corporation*"), a corporation duly formed and validly existing pursuant to the laws of the State of _____.

2. The Corporation I so represent owns _____ acres of land in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Corporation is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of _____ acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Corporation, I have been designated and authorized by the board of directors of the Corporation to represent and vote for and on behalf of the Corporation, in the election being held by the District on the date hereof.

_____
Affiant

SUBSCRIBED AND SWORN to before me on _____, 2007.

_____
Election Board Member

JTG:jlu 727486 05/11/07

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES (INCLUDING CELL PHONES/PAGERS) BEFORE THE MEETING IS CALLED TO ORDER. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE TOWN OF BUCKEYE COMMUNITY DEVELOPMENT BOARD OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAYBE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE TOWN DEVELOPMENT BOARD OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

NOTICE OF JUNE 19, 2007 JOINT MEETING
OF THE COMMUNITY FACILITIES DISTRICTS
TOWN OF BUCKEYE, ARIZONA

PURSUANT TO SECTIONS 48-711©, 48-715 AND TITLE 38, CHAPTER 3, ARTICLE 3.1 ARIZONA REVISED STATUTES, AS AMENDED, TAKE NOTICE THAT A JOINT MEETING OF THE GOVERNING BOARDS OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)
THE ELIANTO COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)
FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)
TARTESSO WEST COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)
TRILLIUM COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)
VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)
VERRADO WESTERN OVERLAY CFD (TOWN OF BUCKEYE)
WATSON ROAD COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE) and
WESTPARK COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE)

IMMEDIATELY FOLLOWING THE 7:00 P.M. REGULAR TOWN COUNCIL MEETING
IN THE TOWN COUNCIL CHAMBERS AT TOWN HALL
100 N. APACHE ROAD, BUCKEYE, ARIZONA

JUNE 19, 2007

Town Council Chambers
100 N. Apache Road
Buckeye, AZ 85326
Immediately following the 7:00 p.m. Regular Council Meeting

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623 349-6007) 72 hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment. (TTD 623 386-4421)

Members of the Community Facilities Districts Governing Boards will attend either in person or by telephone conference call or video presentations.

1. Call to Order/Roll Call.
Board Action: None.

2. Approval of Minutes –
Anthem Sun Valley Community Facilities District
Elianto Community Facilities District Meeting Minutes of July 13, 2006
Festival Ranch Community Facilities District Meeting Minutes of March 6, 2007
Mirielle Community Facilities District Meeting Minutes of April 3, 2007
Sundance Community Facilities District Meeting Minutes of September 19, 2006
Tartesso West Community Facilities District Meeting Minutes of July 13, 2006

Trillium Community Facilities District Meeting Minutes of September 5, 2006
Verrado District 1 Community Facilities District Meeting Minutes of January 16, 2007
Verrado Western Overlay Community Facilities District Meeting Minutes of July 13, 2006
Watson Road Community Facilities District Meeting Minutes of June 5, 2007
Westpark Community Facilities District Meeting Minutes of May 15, 2007
Board Action: Discussion and possible motion to approve.

3. Approval/Ratify Expenditures - Various Community Facilities Districts

4. ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT

A. Board of the ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT will consider, for possible action, adoption of RESOLUTION 01-07, A RESOLUTION OF THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA, APPOINTING DISTRICT OFFICERS; APPROVING THE GENERAL PLAN; TAKING CERTAIN OTHER ACTIONS WITH REGARD TO THE ORGANIZATION OF THE DISTRICT; CALLING A SPECIAL BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX ELECTION FOR THE DISTRICT; AND ENTERING INTO A DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH THE TOWN OF BUCKEYE, ARIZONA.
Board Action: Motion to approve.

B. The ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT BOARD will consider, for possible action, adoption of Resolution 02-07 (Anthem Sun Valley), adopting the tentative budget of the Anthem Sun Valley Community Facility District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.

5. ELIANTO COMMUNITY FACILITIES DISTRICT

A. The ELIANTO COMMUNITY FACILITIES DISTRICT BOARD will consider, for possible action, adoption of Resolution 01-07 (Elianto), adopting the tentative budget of the Elianto Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

6. FESTIVAL RANCH COMMUNITY FACILITIES DISTRICT

A. Board of the **Festival Ranch Community Facilities District** will conduct a Public Hearing on a feasibility report submitted in connection with the proposed issuance of general obligation bonds by the District and the projects financed with such proceeds.

(1) Open public hearing
(2) Staff overview
(3) Receive public comment
(4) Close public hearing

Board Action: None. Public Hearing only.

B. Board of the **Festival Ranch Community Facilities District** will consider, for possible action, adoption of **Resolution No. 05-07 APPROVING THE FEASIBILITY AND BENEFITS REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; DECLARING ITS INTENTION TO ACQUIRE AND FINANCE CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS; DETERMINING THAT NOT TO EXCEED $1,650,000 GENERAL OBLIGATION BONDS WILL BE ISSUED**

TO FINANCE THE COSTS AND EXPENSES THEREOF UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.
Board Action: Motion to approve.

C. <u>Festival Ranch Community Facilities District</u> - Resolution 06-07
The Festival Ranch Community Facilities District Board will consider, for possible action, adoption of Resolution 06-07 (Festival Ranch), adopting the tentative budget of the Festival Ranch Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

7. MIRIELLE COMMUNITY FACILITIES DISTRICT

A. <u>Mirielle Community Facilities District – Resolution 03-07</u>
The Mirielle Community Facilities District Board will consider, for possible action, adoption of Resolution 03-07 (Mirielle), adopting the tentative budget of the Mirielle Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

8. SUNDANCE COMMUNITY FACILITIES DISTRICT

A. <u>Sundance Community Facilities District</u> – Resolution 01-07
The Sundance Community Facilities District Board will consider, for possible action, adoption of Resolution 01-07 (Sundance), adopting the tentative budget of the Sundance Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

9. TARTESSO WEST COMMUNITY FACILITIES DISTRICT

A. Board of the **Tartesso West Community Facilities District** will conduct a Public Hearing on a feasibility report submitted in connection with the proposed issuance of general obligation bonds by the District and the projects financed with such proceeds.

(1) Open public hearing
(2) Staff overview
(3) Receive public comment
(4) Close public hearing

Board Action: None. Public Hearing only.

B. Board of the **Tartesso West Community Facilities District** will consider, for possible action, adoption of **Resolution No. 01-07 APPROVING THE FEASIBILITY AND BENEFITS REPORT RELATING TO THE ACQUISITION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; DECLARING ITS INTENTION TO ACQUIRE AND FINANCE CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS; DETERMINING THAT NOT TO EXCEED $8,750,000 GENERAL OBLIGATION BONDS WILL BE ISSUED TO FINANCE THE COSTS AND EXPENSES THEREOF UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO.**
Board Action: Motion to approve.

C. <u>Tartesso West Community Facilities District</u> – Resolution 02-07
The Tartesso West Community Facilities District Board will consider, for possible action, adoption of Resolution 02-07 (Tartesso West), adopting the tentative budget of the Tartesso West Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

10. TRILLIUM COMMUNITY FACILITIES DISTRICT

A. <u>Trillium Community Facilities District</u> – Resolution 01-07
The Trillium Community Facilities District Board will consider, for possible action, adoption of Resolution 01-07 (Trillium), adopting the tentative budget of the Trillium Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

11. VERRADO DISTRICT 1 COMMUNITY FACILITIES DISTRICT

A. Board of the Verrado District 1 Community Facilities District will consider, and if advisable, acknowledge the Conveyances of Segment and authorize the reimbursement from available bonds proceeds for the following items of public infrastructure:

A. Western Drive 1B South
B. Hamilton Street 1B South
C. Thomas Road 1B South and 2 East
D. Acacia Way 1B South
E. Acacia Way 1B South Crossing

Board Action: Motion to approve.

B. Board to consider, and if advisable, adopt the Verrado Community Facilities Districts' Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2006.
Board Action: Motion to approve.

<u>C. Verrado District 1 Community Facilities District</u> - Resolution 01-07
The Verrado District 1 Community Facilities District Board will consider, for possible action, adoption of Resolution 01-07 (Verrado District 1), adopting the tentative budget of the Verrado District 1 Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

12. VERRADO WESTERN OVERLAY COMMUNITY FACILITIES DISTRICT

A. <u>Verrado Western Overlay Community Facilities District</u> – Resolution 01-07
The Verrado Western Overlay Community Facilities District Board will consider, for possible action, adoption of Resolution 01-07 (Verrado Western Overlay), adopting the tentative budget of the Verrado Western Overlay Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

B. Board to consider, and if advisable, adopt the Verrado Community Facilities Districts' Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending June 30, 2006.
Board Action: Motion to approve.

13. WATSON ROAD COMMUNITY FACILITIES DISTRICT

A. Watson Road Community Facilities District – Resolution 05-07
The Watson Road Community Facilities District Board will consider, for possible action, adoption of Resolution 05-07 (Watson Road), adopting the tentative budget of the Watson Road Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

14. WESTPARK COMMUNITY FACILITIES DISTRICT

A. Board of the **Westpark Community Facilities District** will consider, for possible action, adoption of Resolution No. 02-07 **A RESOLUTION OF THE BOARD OF DIRECTORS OF WESTPARK COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) AUTHORIZING THE ISSUANT OF ITS DISTRICT GENERAL OBLIGATION BONDS, SERIES 2007; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND SECURITY AGREEMENT, A PURCHASE CONTRACT RELATING TO THE BONDS, A STANDBY CONTRIBUTION AGREEMENT, A DEPOSITORY AGREEMENT AND CERTAIN OTHER DOCUMENTS SECURING THE PAYMENT OF THE BONDS; AWARDING THE BONDS TO THE PURCHASER THEREOF; RATIFYING AND APPROVING A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE BONDS; APPROVING A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE BONDS; AND LEVYING AN AD VALOREM TAX ON TAXABLE PROPERTY IN THE DISTRICT.**
Board Action: Motion to approve.

B. Westpark Community Facilities District – Resolution 03-07
The Westpark Community Facilities District Board will consider, for possible action, adoption of Resolution 03-07 (Westpark), adopting the tentative budget of the Westpark Community Facilities District for the fiscal year beginning July 1, 2007 and ending June 30, 2008 and setting a public hearing on said budget; and declaring an emergency.
Board Action: Discussion and possible motion to approve.

5. Adjournment.
Board Action: Motion to adjourn.

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT"):

A general obligation bond and an operation and maintenance ad valorem tax special election will be held on **July 26, 2007**, for the District at the polling place hereafter set forth. The District is comprised of real property located within the White Tank voting precinct.

PRECINCT White Tank
POLLING PLACE Buckeye Town Hall, 100 North Apache , Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, **100 North Apache, Buckeye, Arizona 85236**, telephone number **623-349-6000**. The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

AVISO DE UNA ELECCION

A LOS ELECTORES HABILITADOS Y LOS TERRATENIENTES EN EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA) (EL "DISTRITO"):

Se celebrará una elección especial de bonos financieros de obligación general y de un impuesto ad valorem de manejo y mantenimiento el **26 de julio de 2007**, por el Distrito en el centro de votación presentado más adelante. El Distrito se compone de propiedad real ubicada dentro del centro de votación White Tank.

RECINTO ELECTORAL White Tank
CENTRO DE VOTACION Ayuntamiento de Buckeye, 100 North Apache, Buckeye, Arizona 85236

Los registros del recinto electoral puedan contener los nombres de todos los votantes inscritos a votar en el recinto y el consejo de la elección en el centro de votación requerirá que el elector presunto firme un afidávit declarando que el elector es un elector habilitado del Distrito.

El centro de votación se abrirá a las 9:00 de la mañana y se cerrará a las 4:00 de la tarde. El propósito de la elección es el de permitirles a los electores habilitados del Distrito votar por las cuestiones siguientes:

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares (**$285,000,000**) para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificios públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título

48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso?

Cuestión Número 2

¿Se deberá autorizar al Consejo del Distrito del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

Se permitirá la votación del votante ausente (temprana) de acuerdo con las provisiones del Título 16, Capítulo 4, Artículo 8, Estatutos Revisados de Arizona, como enmendados. Un elector habilitado puede votar ausente (temprano) por comunicarse con la oficina del District Clerk, **100 North Apache, Buckeye, Arizona 85236,** número de teléfono **(623) 349-6000**. El "plan general" para el Distrito requerido por la Sección 48-702(B), Estatutos Revisados de Arizona, como enmendados, está archivado con el Escribano del Distrito en la misma ubicación.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA)

AFFIDAVIT OF POSTING

State of Arizona
County of Maricopa

Linda Garrison, being first duly sworn, upon oath, deposes and says:

That at the direction of the Board of Directors of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), the affiant posted copies in both English and Spanish of the attached notice of election held in and for the District on July 26, 2007, in each of **three places** in the District.

The notices were posted on or before July 5, 2007, which is at least twenty (20) days prior to the election date.

Linda Garrison
Affiant

SUBSCRIBED AND SWORN to before me this 5th day of July, 2007.

OFFICIAL SEAL
LUCINDA J. AJA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires January 18, 2010

Lucinda J. Aja
Notary Public

My commission expires:
01-18-2010

JTG:jlu 744637.1 06/25/07

WEST VALLEY BUSINESS

200 W. Wigwam Blvd., Litchfield Park, Az. 85340-4636 ❖ (623) 535-8439 ❖ Fax: (623) 935-2103

AFFIDAVIT OF PUBLICATION

State of Arizona

County of Maricopa

I, Elliott Freireich, publisher of West Valley View and West Valley Business, newspapers of general circulation in Avondale, Buckeye, Goodyear, Litchfield Park and Tolleson, Arizona, attest that the legal advertisement for

Gus Rosenfeld.
Public Notice - Notice of Election to the qualified electors of and property owners in Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (The "District").

will be / has been published on July 3 and 10, 2007.

Elliott Freireich
President, West Valley View Inc.

July 5, 2007.
Date

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 5 DAY OF July (Month), 2007 (YEAR)

NOTARY SIGNATURE: Rene Leeann Hartmann

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
RENE LEEANN HARTMANN
My Appointment Expires 09/30/07

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Public Notice

NOTICE OF ELECTION TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT"):

A general obligation bond and an operation and maintenance ad valorem tax special election will be held on **July 26, 2007**, for the District at the polling place hereafter set forth. The District is comprised of real property located within the White Tank voting precinct.

PRECINCT: White Tank

POLLING PLACE: Buckeye Town Hall, 100 North Apache, Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars **($285,000,000)** to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by landowners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, **100 North Apache, Buckeye, Arizona 85236**, telephone number **623-349-6000**. The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

Published in the West Valley View, and the West Valley Business, on July 3 and July 10, 2007.

WEST VALLEY BUSINESS

200 W. Wigwam Blvd., Litchfield Park, Az. 85340-4636 ❖ (623) 535-8439 ❖ Fax: (623) 935-2103

AFFIDAVIT OF PUBLICATION

State of Arizona

County of Maricopa

I, Elliott Freireich, publisher of West Valley View and West Valley Business, newspapers of general circulation in Avondale, Buckeye, Goodyear, Litchfield Park and Tolleson, Arizona, attest that the legal advertisement for

Gust Rosenfeld.
Public Notice - Aviso de una eleccion a los electores habilitados y los terra-tenientes en el Anthem Sun Valley Community facilities district (Pueblo de Buckeye Arizona) (El "Distrito")

will be / has been published on July 3 and 10, 2007.

Elliott Freireich
President, West Valley View Inc.

July 5, 2007.
Date

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 5 DAY OF July (Month), 2007 (YEAR)

NOTARY SIGNATURE: Rene Leeann Hartmann

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
RENE LEEANN HARTMANN
My Appointment Expires 09/30/07

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Public Notice

AVISO DE UNA ELECCION A LOS ELECTORES HABILITADOS Y LOS TERRATENIENTES EN EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA) (EL "DISTRITO"):

Se celebrará una elección especial de bonos financieros de obligación general y de un impuesto ad valorem de manejo y mantenimiento el **26 de julio de 2007**, por el Distrito en el centro de votación presentado más adelante. El Distrito se compone de propiedad real ubicada dentro del centro de votación White Tank.

RECINTO ELECTORAL
White Tank

CENTRO DE VOTACION
Ayuntamiento de Buckeye, 100 North Apache, Buckeye, Arizona 85236

Los registros del recinto electoral puedan contener los nombres de todos los votantes inscritos a votar en el recinto y el consejo de la elección en el centro de votación requerirá que el elector presunto firme un afidávit declarando que el elector es un elector habilitado del Distrito.

El centro de votación se abrirá a las 9:00 de la mañana y se cerrará a las 4:00 de la tarde. El propósito de la elección es el de permitirles a los electores habilitados del Distrito votar por las cuestiones siguientes:

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares **($285,000,000)** para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificios públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título 48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso?

Cuestión Número 2

¿Se deberá autorizar al Consejo del Distrito del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

Se permitirá la votación del votante ausente (temprana) de acuerdo con las provisiones del Título 16, Capítulo 4, Artículo 8, Estatutos Revisados de Arizona, como enmendados. Un elector habilitado puede votar ausente (temprano) por comunicarse con la oficina del District Clerk, **100 North Apache, Buckeye, Arizona 85236**, número de teléfono **(623) 349-6000**. El "plan general" para el Distrito requerido por la Sección 48-702(B), Estatutos Revisados de Arizona, como enmendados, está archivado con el Escribano del Distrito en la misma ubicación.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA

Published in the West Valley View, and the West Valley Business, on July 3 and July 10, 2007.

Number of acres owned 1,414

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES	X
BONDS, NO	

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES	X
TAX, NO	

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
ANTHEM SUN VALLEY COMMUNITY FACILITIES)
DISTRICT (TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of First American Title Insurance Company (the "*Corporation*"), a corporation duly formed and validly existing pursuant to the laws of the State of California.

2. The Corporation I so represent owns 1414 acres of land, as Trustee under Trust No. 8563, in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Corporation is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of 1414 acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Corporation, I have been designated and authorized by the board of directors of the Corporation to represent and vote for and on behalf of the Corporation, in the election being held by the District on the date hereof.

Affiant

SUBSCRIBED AND SWORN to before me on July 26, 2007.

Election Board Member

JTG:jlu 748650.1 07/17/07

AUTHORITY TO VOTE AT ELECTION

NOTICE IS HEREBY GIVEN that:

1. Josh E. Hartmann is herby authorized to act in his/her capacity as Pulte Home Corporation Director of Planning and Development on behalf of First American Title Insurance Company, a California corporation, as Trustee under Trusts No. 8563; and

2. First American Title Insurance Company, is authorized to act in its capacity as the owner of 1414 acres of the property comprising the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"), and is hereby authorized solely for the purpose of casting votes on the questions relating to the issuance of general obligation bonds by the District and the levy by the District of a 30-cent ad valorem tax to pay operation and maintenance expenses of the District, at the special election to be held on July 26, 2007 and he is hereby authorized and directed to complete the property owner's affidavit certifying his status as the authorized representative to cast the vote in such special election.

DATED July 24, 2007.

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, a Trustee under Trust No. 8563

By Pamela Meyer

Its Trust Officer

JTG:jlu 748982 07/17/07

Number of acres owned 2,648

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES	X
BONDS, NO	

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES	X
TAX, NO	

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
ANTHEM SUN VALLEY COMMUNITY FACILITIES)
DISTRICT (TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of Pulte Home Corporation (the "*Company*"), a corporation duly formed and validly existing pursuant to the laws of the State of Michigan.

2. The Company I so represent owns 2648 acres in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Company is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of 2648 acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Company, I have been designated and authorized by the board of directors of the Company to represent and vote for and on behalf of the Company, in the election being held by the District on the date hereof.

Affiant

SUBSCRIBED AND SWORN to before me on July 26, 2007.

Linda Garner
Election Board Member

750414.1 07/24/07

AUTHORITY TO VOTE AT ELECTION

NOTICE IS HEREBY GIVEN that:

1. Josh E. Hartmann is herby authorized to act in his/her capacity as Director of Planning and Development on behalf of Pulte Home Corporation, a Michigan corporation.; and

2. Pulte Home Corporation, is authorized to act in its capacity as the owner of 2648 acres of the property comprising the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"), and is hereby authorized solely for the purpose of casting votes on the questions relating to the issuance of general obligation bonds by the District and the levy by the District of a 30-cent ad valorem tax to pay operation and maintenance expenses of the District, at the special election to be held on July 26, 2007 and he is hereby authorized and directed to complete the property owner's affidavit certifying his status as the authorized representative to cast the vote in such special election.

DATED July 26, 2007.

PULTE HOME CORPORATION, a Michigan corporation

By Mike Brilz

Its Vice President, attorney in fact

JTG:jlu 748957 07/17/07

Número de acres que le pertenecen_____

BOLETA OFICIAL

ELECCION ESPECIAL DE BONOS FINANCIEROS DE OBLIGACION GENERAL Y DE UN IMPUESTO AD VALOREM DE MANEJO Y MANTENIMIENTO POR EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA)
26 de Julio de 2007

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares (**$285,000,000**) para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificios públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título 48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso?

El votante pondrá una marca en el cuadro al lado de las palabras "Bonos, Sí" o "Bonos, No", cualesquier palabras que expresen su decisión.

BONOS, SI

BONOS, NO

Cuestión 2

¿Se deberá autorizar al Consejo del Distrito del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

El votante pondrá una marca en el cuadro al lado de las palabras "Impuesto, Sí" o "Impuesto, No", cualesquier palabras que expresen la decisión del votante.

IMPUESTO, SI

IMPUESTO, NO

AVISO A LOS VOTANTES:
El voto indicará su voto en cada cuestión por insertar una marca en el cuadro al lado de la frase que exprese su decisión. Sólo los electores habilitados del Distrito pueden votar en esta elección especial. El votante comprende que el voto entregado constituirá el voto por todos los acres que
le pertenecen al votante.

Número de acres que le pertenecen_____

BOLETA OFICIAL

ELECCION ESPECIAL DE BONOS FINANCIEROS DE OBLIGACION GENERAL Y DE UN IMPUESTO AD VALOREM DE MANEJO Y MANTENIMIENTO POR EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA)
26 de Julio de 2007

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares (**$285,000,000**) para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificios públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título 48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso?

El votante pondrá una marca en el cuadro al lado de las palabras "Bonos, Sí" o "Bonos, No", cualesquier palabras que expresen su decisión.

BONOS, SI

BONOS, NO

Cuestión 2

¿Se deberá autorizar al Consejo del Distrito del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

El votante pondrá una marca en el cuadro al lado de las palabras "Impuesto, Sí" o "Impuesto, No", cualesquier palabras que expresen la decisión del votante.

IMPUESTO, SI

IMPUESTO, NO

AVISO A LOS VOTANTES:
El voto indicará su voto en cada cuestión por insertar una marca en el cuadro al lado de la frase que exprese su decisión. Sólo los electores habilitados del Distrito pueden votar en esta elección especial. El votante comprende que el voto entregado constituirá el voto por todos los acres que
le pertenecen al votante.

AUTHORITY TO VOTE AT ELECTION

NOTICE IS HEREBY GIVEN that:

1. Josh E. Hartmann is herby authorized to act in his/her capacity as Director of Planning and Development on behalf of Pulte Home Corporation, a Michigan corporation.; and

2. Pulte Home Corporation, is authorized to act in its capacity as the owner of 2648 acres of the property comprising the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"), and is hereby authorized solely for the purpose of casting votes on the questions relating to the issuance of general obligation bonds by the District and the levy by the District of a 30-cent ad valorem tax to pay operation and maintenance expenses of the District, at the special election to be held on July 26, 2007 and he is hereby authorized and directed to complete the property owner's affidavit certifying his status as the authorized representative to cast the vote in such special election.

DATED July 26, 2007.

PULTE HOME CORPORATION, a Michigan corporation

By Mike Brilz

Its Vice President, attorney in fact

JTG:jlu 748957 07/17/07

AUTHORITY TO VOTE AT ELECTION

NOTICE IS HEREBY GIVEN that:

1. Josh E. Hartmann is herby authorized to act in his/her capacity as Pulte Home Corporation Director of Planning and Development on behalf of First American Title Insurance Company, a California corporation, as Trustee under Trusts No. 8563; and

2. First American Title Insurance Company, is authorized to act in its capacity as the owner of 1414 acres of the property comprising the proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"), and is hereby authorized solely for the purpose of casting votes on the questions relating to the issuance of general obligation bonds by the District and the levy by the District of a 30-cent ad valorem tax to pay operation and maintenance expenses of the District, at the special election to be held on July 26, 2007 and he is hereby authorized and directed to complete the property owner's affidavit certifying his status as the authorized representative to cast the vote in such special election.

DATED July 24, 2007.

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, a Trustee under Trust No. 8563

By Pamela Meyer

Its Trust Officer

JTG:jlu 748982 07/17/07

EXHIBIT A

OPEN MEETING LAW NOTICE

Notice of Meetings

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

TO THE GENERAL PUBLIC:

PLEASE TAKE NOTICE that the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), will hold its meetings at the Buckeye Town Hall, 100 North Apache, Buckeye, Arizona 85236, and that notice of such meetings will be given at least twenty-four (24) hours prior to a meeting and notice will be posted on the bulletin board at the Buckeye Town Hall.

Meetings will be held in conjunction with the meetings of the Town Council of the Town of Buckeye, Arizona.

DATED AND POSTED: _____, 20__.

_____
Clerk

JTG:jlu 727486 05/11/07

EXHIBIT B

Number of acres owned _____

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (l) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES
BONDS, NO

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES
TAX, NO

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

EXHIBIT C

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT"):

A general obligation bond and an operation and maintenance ad valorem tax special election will be held on **July 26, 2007**, for the District at the polling place hereafter set forth. The District is comprised of real property located within the _____ voting precinct.

PRECINCT _____
POLLING PLACE Buckeye Town Hall, 100 North Apache , Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1

Question No. 2

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, **100 North Apache , Buckeye, Arizona 85236**, telephone number **623-349-6000**. The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

EXHIBIT D

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)
ANTHEM SUN VALLEY COMMUNITY)
FACILITIES DISTRICT)
(TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of _____ (the "*Company*"), a limited liability company duly formed and validly existing pursuant to the laws of the State of _____.

2. The Company I so represent owns _____ acres in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Company is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of _____ acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Company, I have been designated and authorized by the board of directors of the Company to represent and vote for and on behalf of the Company, in the election being held by the District on the date hereof.

_____
Affiant

SUBSCRIBED AND SWORN to before me on _____, 2007.

_____
Election Board Member

JTG:jlu 727486 05/11/07

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)
ANTHEM SUN VALLEY COMMUNITY)
FACILITIES DISTRICT)
(TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of_____ (the "*Corporation*"), a corporation duly formed and validly existing pursuant to the laws of the State of _____.

2. The Corporation I so represent owns _____ acres of land in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Corporation is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of _____ acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Corporation, I have been designated and authorized by the board of directors of the Corporation to represent and vote for and on behalf of the Corporation, in the election being held by the District on the date hereof.

_____
Affiant

SUBSCRIBED AND SWORN to before me on _____, 2007.

_____
Election Board Member

JTG:jlu 727486 05/11/07

RESOLUTION NO. 04-07

A RESOLUTION DECLARING THE RESULTS OF AND ADOPTING A CERTIFICATE OF RESULT OF THE GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX ELECTION HELD IN AND FOR THE DISTRICT AND ORDERING THE RECORDING OF SUCH CERTIFICATE

BE IT RESOLVED BY THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) as follows:

1. Findings.

A. Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (hereinafter referred to as the "*District*") is authorized (1) by Section 48-719, Arizona Revised Statutes, as amended, to issue and sell general obligation bonds of the District to provide moneys for certain "public infrastructure purposes" consistent with the "general plan" of the District [as such terms are defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*")]; and (2) by Section 48-723 of the Act to levy an ad valorem tax to provide for the payment of the District's operation and maintenance expenses.

B. Such general obligation bonds may not be issued and such ad valorem tax to pay operation and maintenance expenses may not be levied unless approved at an election ordered and called to submit to the qualified electors of the District (hereinafter referred to as "*qualified electors*") or to those persons who are qualified to vote pursuant to Section 48-707(G), Arizona Revised Statutes, as amended, being, if no person has registered to vote within the District within fifty (50) days immediately preceding any scheduled election date, the owners of land within the District who are qualified electors of the State of Arizona and other landowners according to Section 48-3043, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Landowners*" and in either case hereinafter referred to as, collectively, the "*Electors*") the question of authorizing the governing board of the District (hereinafter referred to as the "*District Board*") to issue such general obligation bonds for such purposes set forth in the ballot and the question authorizing the District Board to levy such ad valorem tax to pay operation and maintenance expenses.

C. The District Board deemed it necessary and advisable to order and call such an election and to establish the procedures whereby such election should be held; and did so pursuant to Resolution No. 01-07 ordering and calling a general obligation bond and operation and maintenance ad valorem tax election adopted by the District Board on May 15, 2007, which provided that a special election, in and for the District, be held on July 26, 2007 (hereinafter referred to as the "*Election*"). No person had registered to vote within the District within fifty (50) days immediately preceding the Election or at any other time prior to the Election. On July 26, 2007, there was submitted to the Electors of the District the questions set forth in the official ballot described in Resolution No.01-07.

D. The election board for the Election has filed with the District Board its returns of election and the ballots cast at the polling place, and, within fourteen days after the election, the District Board has canvassed the returns of the Election and determined:

(1) that no persons who would constitute resident qualified electors resided in the District;

(2) that Landowners of the land according to A.R.S. § 48-3043 were eligible to vote;

(3) that the total number of votes eligible to be cast (equal to the number of acres or portions thereof rounded upward to the nearest one-fifth of an acre) equaled 4,062 acres;

(4) that a total of 4062 ballots representing all of the acres in the District had been cast by Landowners in response to Question No. 1, that 4062 ballots were marked "Bonds, Yes" and 0 ballots were marked "Bonds, No";

(5) that a total of 4062 ballots representing all of the acres in the District had been cast by Landowners in response to Question No. 2, that 4062 ballots were marked "Tax, Yes" and 0 ballots were marked "Tax, No";

(6) that the Election had been conducted and the returns thereof made as required by law; and

(7) that only qualified electors (none) and Landowners of land within the District were permitted to vote at the Election.

2. Canvass. After careful examination of the official returns of the Election, it is found and determined by the District Board as follows:

A. That a majority of the votes cast by the Electors voting at the Election voted in favor of the questions shown on *Exhibit A* attached hereto.

B. That up to and including $285,000,000 aggregate principal amount of general obligation bonds are therefore authorized to be issued and sold and the District Board, and that the District Board has been authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate of not to exceed thirty cents per one hundred dollars of assessed valuation, such taxes to be applied to the operation and maintenance expenses of the District;

C. That the Chairman of the District Board shall execute, and the District Clerk attest, the "Certificate of Result of Election" attached as *Exhibit B* hereto; and

D. That the District Clerk is hereby directed to record the attached "Certificate of Result of Election" in the Office of the County Recorder of Maricopa County, Arizona; to return said copy with the recording date shown therein to the official records of the District; and to provide a copy thereof to the State Real Estate Department.

3. Effective Date. This resolution shall be effective immediately.

PASSED by the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) on August 7, 2007.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

Bobby Bryant
Chairman, District Board

ATTEST:

Linda Hanson
District Clerk

APPROVED AS TO FORM

Scott W. Rey
Bond Counsel

Exhibit A Ballot
Exhibit B Certificate of Results of Election

JTG:jlu 748630.1 07/17/07

Number of acres owned _____

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES	☐
BONDS, NO	☐

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES	☐
TAX, NO	☐

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007-0916092 08/14/2007 03:22
00671800159A-2-1-1--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott Ruby
Gust Rosenfeld P.L.C.
201 E. Washington Street, Suite 800
Phoenix, Arizona 85004-2327

CERTIFICATE OF RESULT OF ELECTION BY THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA), RELATIVE TO THE SPECIAL ELECTION HELD ON JULY 26, 2007.

The District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), hereby certifies as follows:

1. Pursuant to the resolution passed and adopted by the District Board on May 15, 2007, an election was duly and regularly held on July 26, 2007, for the purpose of approving the issuance and sale of bonds in the total principal amount of $285,000,000 and approving the levy of an ad valorem tax for payment of operation and maintenance costs in the District.

2. The election has been conducted and the official returns thereof have been filed as required by law and the total number of votes cast at the special bond election in answer to the question submitted were as follows:

QUESTION NUMBER	VOTES, YES	VOTES, NO
Question 1 - $285,000,000 General Obligation Bonds	4062	0
Question 2 – Operation and Maintenance Tax	4062	0

3. Each and every person who voted at the special election was a lawful elector of the District.

4. The majority of the votes cast at the election was in favor of the issuance and sale of the bonds described in the official ballot.

5. The majority of the votes cast at the election was in favor of the levy of the ad valorem tax to provide for payment of the operation and maintenance expenses of the District.

IN WITNESS WHEREOF, the Chairman of this Board has hereunto placed his hand and caused the same to be attested by the Clerk on August 7, 2007.

Bobby Bryant
Chairman, District Board

ATTEST:

Linda Hanson
Clerk

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, AND A COPY OF THIS DOCUMENT, ONCE RECORDED, SHALL BE FILED WITH THE ARIZONA STATE REAL ESTATE DEPARTMENT.

JTG:jlu 748647.1 07/17/07

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES (INCLUDING CELL PHONES/PAGERS) BEFORE THE MEETING IS CALLED TO ORDER. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE TOWN OF BUCKEYE COMMUNITY DEVELOPMENT BOARD OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAYBE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE TOWN DEVELOPMENT BOARD OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

JOINT MEETING OF THE VERRADO COMMUNITY FACILITIES DISTRICT NO. 1 AND ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT TOWN OF BUCKEYE, ARIZONA AUGUST 7, 2007 AGENDA

Town Council Chambers
100 N. Apache Road
Buckeye, AZ 85326
Immediately following the Regular Council meeting of August 7, 2007

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623 349-6007) 72 *hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment. (TTD* 623 349-6400)

Members of the Watson Road and Mirielle Community Facilities District Board will attend either in person or by telephone conference call or video presentations.

1. Call to order.
Board Action: None

2. Approval of Minutes of the July 17, 2007 and July 19, 2007 Verrado District 1 CFD and Anthem Sun Valley CFD.
Board Action: Motion to Approve

3. Approve/ratify expenditures for Verrado District 1 CFD.
Board Action: Motion to Approve

4. VERRADO DISTRICT NO. 1 COMMUNITY FACILITIES DISTRICT
Board to consider and if advisable, acknowledge the approval and acceptance of the Conveyance of Segment of public infrastructure to the Town, and authorize reimbursement for the Conveyance from available bond proceeds.
Board Action: Motion to Approve

5. SUN VALLEY COMMUNITY FACILITIES DISTRICT
Board to consider and if advisable, canvass the results of the election held on July 26, 2007 and, if deemed advisable, adopt Resolution No. 04-07, concerning the results of the election.
Board Action: Motion to Approve.

5. Adjournment
Board Action: Motion to Adjourn.

GUST ROSENFELD
ATTORNEYS SINCE 1921 P.L.C.

■ 201 E. WASHINGTON, SUITE 800 ■ PHOENIX, ARIZONA 85004-2327 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JAMES T. GIEL
602.602-257-7495
FAX: 602.340.1538
jgiel@gustlaw.com

June 25, 2006

Fran McCarroll
Clerk, Board of Supervisors
Maricopa County
301 W. Jefferson
Phoenix, Arizona

Re: Anthem Sun Valley Community Facilities District
(Town of Buckeye, Arizona)
Our File No. 006718-00159

Dear Ms. Carroll:

Pursuant to Section 48-708(A), Arizona Revised Statutes, as amended, on behalf of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), we enclose a copy of the resolution ordering formation of the referenced District, adopted by the Council of the Town of Buckeye, Arizona, on June 19, 2007. Please provide a copy of such resolution to the members of the Board of Supervisors of Maricopa County and file a copy in the official records of the County.

Please call me if you have any questions or if we can be of any assistance in this

Very truly yours,

James T. Giel
For the Firm

SWR:gmh
338162
Enclosure

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724384 06/25/2007 10:57
00671800159-15-4-1--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott Ruby
Gust Rosenfeld P.L.C.
201 East Washington Street
Suite 800
Phoenix, Arizona 85004

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. Findings. The mayor and council hereby make the following findings:

A. Prior to the adoption hereof, there was presented to us, the Mayor and Council of the Town of Buckeye, Arizona (hereinafter referred to as the "*Town*"), a petition for formation of a community facilities district and adoption of resolutions declaring formation of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), submitted and effective June 19, 2007 (hereinafter referred to as the "*Petition*"), signed by the entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown on the assessment roll for State and County taxes for Maricopa County, Arizona, or, if such persons shown on such assessment roll are no longer the owners of land in the District, are the entities which are the successor owners which have become known and have been verified by recorded deed or similar evidence of transfer of ownership to be the owners of such real property (hereinafter such owners are collectively referred to as the "*Petitioner*") described in the Petition by metes and bounds to be in the community facilities district, the formation of which is requested by the Petitioner in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*"). (The proposed district shall be referred to herein as the "*District*".)

B. The Petitioner has represented, attested and declared the following:

1. The name of the District is requested pursuant to the Petition to be "*Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)*",

2. The District is to be formed, and will exist, pursuant to the terms and provisions of the Act,

3. The District is to contain an area of approximately 4,078 acres of land, more or less, wholly within the corporate boundaries of the Town of Buckeye, Arizona, and is to be composed of the land described by metes and bounds as provided in *Exhibit A* hereto, which is made a part hereof for all purposes (hereinafter referred to as the "Property"),

4. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; except as otherwise provided in the Act, and is to be considered a municipal corporation and political sub-

division of the State of Arizona separate and apart from the Town, and is to be formed for, and have, all the purposes and powers of a "district" as such term is defined, and as provided, in the Act, and

5. Public convenience and necessity require the adoption of this resolution forming the District.

C. The Petitioner further represented, attested and declared that on the date thereof and hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and verified by recorded deed or similar evidence of transfer of ownership to the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no qualified electors residing on the land to be in the District.

D. After representing, attesting and declaring the preceding, the Petitioner requested that the Petition be properly filed as provided by law and that, as the Petition is signed by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof be waived, and that the Town, upon receipt of the Petition, declare its intention to form the District and thereafter form the District without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election.

E. A Development, Financing Participation and Intergovernmental Agreement No. 1 (the "*Development Agreement*") has been presented to the Mayor and Council, executed by the owners of all the land in the District and it is now in order for the Town to approve such Development Agreement.

Section 2. Agreements and Further Findings by the Town of Buckeye, Arizona. The Mayor and Council hereby agree to and find the following:

A. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

B. The General Plan (as defined hereafter) has been filed with the Clerk of the Town.

C. The Petition, and all necessary supporting materials, meets the requirements of A.R.S. § 48-707, subsections F and G and has been filed with the Council, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth in whole.

D. The purposes for which the organization of the District is sought are as described in the Petition and General Plan and are purposes for which a community facilities district created pursuant to the Act may be lawfully formed.

E. The District is to be wholly comprised of the Property and the Property is wholly within the boundaries of the Town.

F. The Property is benefited by the District and the public infrastructure and the public infrastructure purposes set forth in the General Plan.

G. Pursuant to A.R.S. § 48-707, subsections F and G, no hearing on the formation of the District will be held.

H. The Petitioner is the owner of all of the Property and no qualified electors reside on the Property.

I. The public convenience and necessity require the adoption hereof.

Section 3. Approval of the General Plan. Prior to the adoption hereof, a "General Plan for the Proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)" for the District was filed with the Clerk of the Town setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved and benefited (hereinafter referred to as the "*General Plan*"). The General Plan is hereby approved in all respects.

Section 4. Approval of the Development Agreement. The Development Agreement by and among the Town, the District and the owners of the property within the District, as presented to the Town and on file with the Clerk, is hereby approved. The Mayor is authorized and directed to execute and deliver and the Clerk is authorized and directed to attest, the Development Agreement.

Section 5. Intention to Form the District. The Mayor and Council hereby declares, pursuant to the Act, its intention to form the District comprised of the Property as a community facilities district, pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. Based on the Petition and the findings set forth herein, all requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof are waived.

Section 6. Granting of Petition; Formation of District. The Petition is hereby granted, and the District is hereby formed as a community facilities district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. The Mayor and Council hereby determine July 26, 2007 to be the scheduled election date to submit the question of formation of the District to the qualified electors, if any, who reside within the boundaries of the District. As of the date hereof, which is a date within 50 days immediately preceding such scheduled election date, there are no resident electors or qualified electors residing on the Property, therefore, the submission of the formation of the District to an election of resident electors is hereby found to be unnecessary and no formation election will be held.

Section 7. Levy of Taxes. Formation of the District may result in the levy of taxes by the District on all taxable property located within the District to pay the costs of improvements constructed by the District and the administration of the District and for their operation and maintenance and the administration of the District.

Section 8. District Board and Officers. The District shall be governed by a "District Board" comprised of the members of the governing body of the Town, ex officio. Gust

Rosenfeld P.L.C. may serve as Town Attorney and attorney and bond counsel for the District, and the Town hereby waives any conflict of interest that may exist now or in the future as a result of such dual representation.

Section 9. District Boundaries and Map. The District boundaries are set to be as described in metes and bounds in *Exhibit A* hereto. The map showing the District boundaries is set forth in *Exhibit B* hereto and is hereby approved.

Section 10. Dissemination of This Resolution. The Town Clerk shall cause a copy of this resolution to be delivered to the County Assessor and the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona.

Section 11. No General Liability of or for the Buckeye, Arizona. Neither the general fund or any other fund or moneys of the Town, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Town, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

Section 12. Emergency. The immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the Town and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Passed by the Council of the Town of Buckeye, Arizona, on June 19, 2007.

Bobby Bryant
Mayor

ATTEST:

Linda Hansen
Clerk

APPROVED AS TO FORM:

Scott W. R
Buckeye, Arizona Attorney

Exhibits:
A Legal description of district
B Boundary map of district

EXHIBIT A

LEGAL DESCRIPTION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

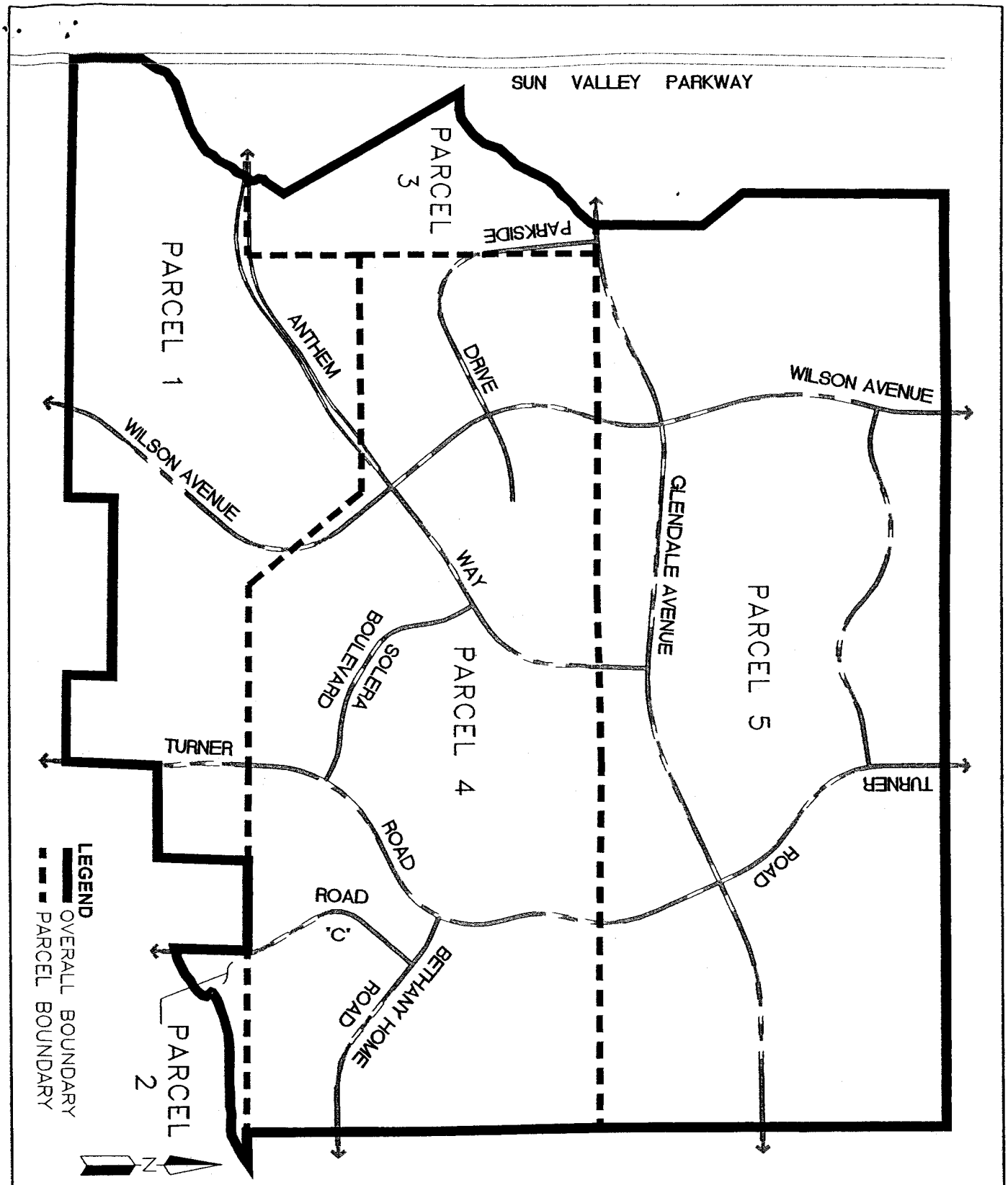
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

BOUNDARY MAP OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX		
CHECKED BY:	CMX	COMMUNITY FACILITIES DISTRICT	

U:\7200\7262\7262-100\Exhibits\client request\Maps to be Recorded\CFD EXHIBIT.dwg 04-28-2007 - 12:21pm

GUST ROSENFELD
ATTORNEYS SINCE 1921 P.L.C.

■ 201 E. WASHINGTON, SUITE 800 ■ PHOENIX, ARIZONA 85004-2327 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JAMES T.GIEL
602.602-257-7495
FAX: 602.340.1538
jgiel@gustlaw.com

June 25, 2007

Honorable Keith E. Russell
Maricopa County Assessor
301 W. Jefferson
Phoenix, Arizona 85003

Re: Anthem Sun Valley Community Facilities District
(Town of Buckeye, Arizona)
Our File No. 006718-00159

Dear Mr. Russell:

Pursuant to Section 48-708(A), Arizona Revised Statutes, as amended, on behalf of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), we enclose a copy of the resolution ordering formation of the referenced District, adopted by the Council of the Town of Buckeye, Arizona, on June 19, 2007. Please file such resolution in the official records of the County Assessor. (The legal description and map of the District are exhibits to such resolution.).

Please call me if you have any questions or if we can be of any assistance in this matter.

Very truly yours,

James T. Giel
For the Firm

JTG:jlu
74484
Enclosure

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724384 06/25/2007 10:57
00671800159-15-4-1--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott Ruby
Gust Rosenfeld P.L.C.
201 East Washington Street
Suite 800
Phoenix, Arizona 85004

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. Findings. The mayor and council hereby make the following findings:

A. Prior to the adoption hereof, there was presented to us, the Mayor and Council of the Town of Buckeye, Arizona (hereinafter referred to as the "*Town*"), a petition for formation of a community facilities district and adoption of resolutions declaring formation of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), submitted and effective June 19, 2007 (hereinafter referred to as the "*Petition*"), signed by the entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown on the assessment roll for State and County taxes for Maricopa County, Arizona, or, if such persons shown on such assessment roll are no longer the owners of land in the District, are the entities which are the successor owners which have become known and have been verified by recorded deed or similar evidence of transfer of ownership to be the owners of such real property (hereinafter such owners are collectively referred to as the "*Petitioner*") described in the Petition by metes and bounds to be in the community facilities district, the formation of which is requested by the Petitioner in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*"). (The proposed district shall be referred to herein as the "*District*".)

B. The Petitioner has represented, attested and declared the following:

1. The name of the District is requested pursuant to the Petition to be "*Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)*",

2. The District is to be formed, and will exist, pursuant to the terms and provisions of the Act,

3. The District is to contain an area of approximately 4,078 acres of land, more or less, wholly within the corporate boundaries of the Town of Buckeye, Arizona, and is to be composed of the land described by metes and bounds as provided in *Exhibit A* hereto, which is made a part hereof for all purposes (hereinafter referred to as the "Property"),

4. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; except as otherwise provided in the Act, and is to be considered a municipal corporation and political sub-

division of the State of Arizona separate and apart from the Town, and is to be formed for, and have, all the purposes and powers of a "district" as such term is defined, and as provided, in the Act, and

5. Public convenience and necessity require the adoption of this resolution forming the District.

C. The Petitioner further represented, attested and declared that on the date thereof and hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and verified by recorded deed or similar evidence of transfer of ownership to the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no qualified electors residing on the land to be in the District.

D. After representing, attesting and declaring the preceding, the Petitioner requested that the Petition be properly filed as provided by law and that, as the Petition is signed by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof be waived, and that the Town, upon receipt of the Petition, declare its intention to form the District and thereafter form the District without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election.

E. A Development, Financing Participation and Intergovernmental Agreement No. 1 (the "*Development Agreement*") has been presented to the Mayor and Council, executed by the owners of all the land in the District and it is now in order for the Town to approve such Development Agreement.

Section 2. Agreements and Further Findings by the Town of Buckeye, Arizona. The Mayor and Council hereby agree to and find the following:

A. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

B. The General Plan (as defined hereafter) has been filed with the Clerk of the Town.

C. The Petition, and all necessary supporting materials, meets the requirements of A.R.S. § 48-707, subsections F and G and has been filed with the Council, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth in whole.

D. The purposes for which the organization of the District is sought are as described in the Petition and General Plan and are purposes for which a community facilities district created pursuant to the Act may be lawfully formed.

E. The District is to be wholly comprised of the Property and the Property is wholly within the boundaries of the Town.

F. The Property is benefited by the District and the public infrastructure and the public infrastructure purposes set forth in the General Plan.

G. Pursuant to A.R.S. § 48-707, subsections F and G, no hearing on the formation of the District will be held.

H. The Petitioner is the owner of all of the Property and no qualified electors reside on the Property.

I. The public convenience and necessity require the adoption hereof.

Section 3. Approval of the General Plan. Prior to the adoption hereof, a "General Plan for the Proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)" for the District was filed with the Clerk of the Town setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved and benefited (hereinafter referred to as the "*General Plan*"). The General Plan is hereby approved in all respects.

Section 4. Approval of the Development Agreement. The Development Agreement by and among the Town, the District and the owners of the property within the District, as presented to the Town and on file with the Clerk, is hereby approved. The Mayor is authorized and directed to execute and deliver and the Clerk is authorized and directed to attest, the Development Agreement.

Section 5. Intention to Form the District. The Mayor and Council hereby declares, pursuant to the Act, its intention to form the District comprised of the Property as a community facilities district, pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. Based on the Petition and the findings set forth herein, all requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof are waived.

Section 6. Granting of Petition; Formation of District. The Petition is hereby granted, and the District is hereby formed as a community facilities district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. The Mayor and Council hereby determine July 26, 2007 to be the scheduled election date to submit the question of formation of the District to the qualified electors, if any, who reside within the boundaries of the District. As of the date hereof, which is a date within 50 days immediately preceding such scheduled election date, there are no resident electors or qualified electors residing on the Property, therefore, the submission of the formation of the District to an election of resident electors is hereby found to be unnecessary and no formation election will be held.

Section 7. Levy of Taxes. Formation of the District may result in the levy of taxes by the District on all taxable property located within the District to pay the costs of improvements constructed by the District and the administration of the District and for their operation and maintenance and the administration of the District.

Section 8. District Board and Officers. The District shall be governed by a "District Board" comprised of the members of the governing body of the Town, ex officio. Gust

Rosenfeld P.L.C. may serve as Town Attorney and attorney and bond counsel for the District, and the Town hereby waives any conflict of interest that may exist now or in the future as a result of such dual representation.

Section 9. District Boundaries and Map. The District boundaries are set to be as described in metes and bounds in *Exhibit A* hereto. The map showing the District boundaries is set forth in *Exhibit B* hereto and is hereby approved.

Section 10. Dissemination of This Resolution. The Town Clerk shall cause a copy of this resolution to be delivered to the County Assessor and the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona.

Section 11. No General Liability of or for the Buckeye, Arizona. Neither the general fund or any other fund or moneys of the Town, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Town, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

Section 12. Emergency. The immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the Town and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Passed by the Council of the Town of Buckeye, Arizona, on June 19, 2007.

Bobby Bryk
Mayor

ATTEST:

Linda Hansen
Clerk

APPROVED AS TO FORM:

Scott W. Rhodes
Buckeye, Arizona Attorney

Exhibits:
A Legal description of district
B Boundary map of district

EXHIBIT A

LEGAL DESCRIPTION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

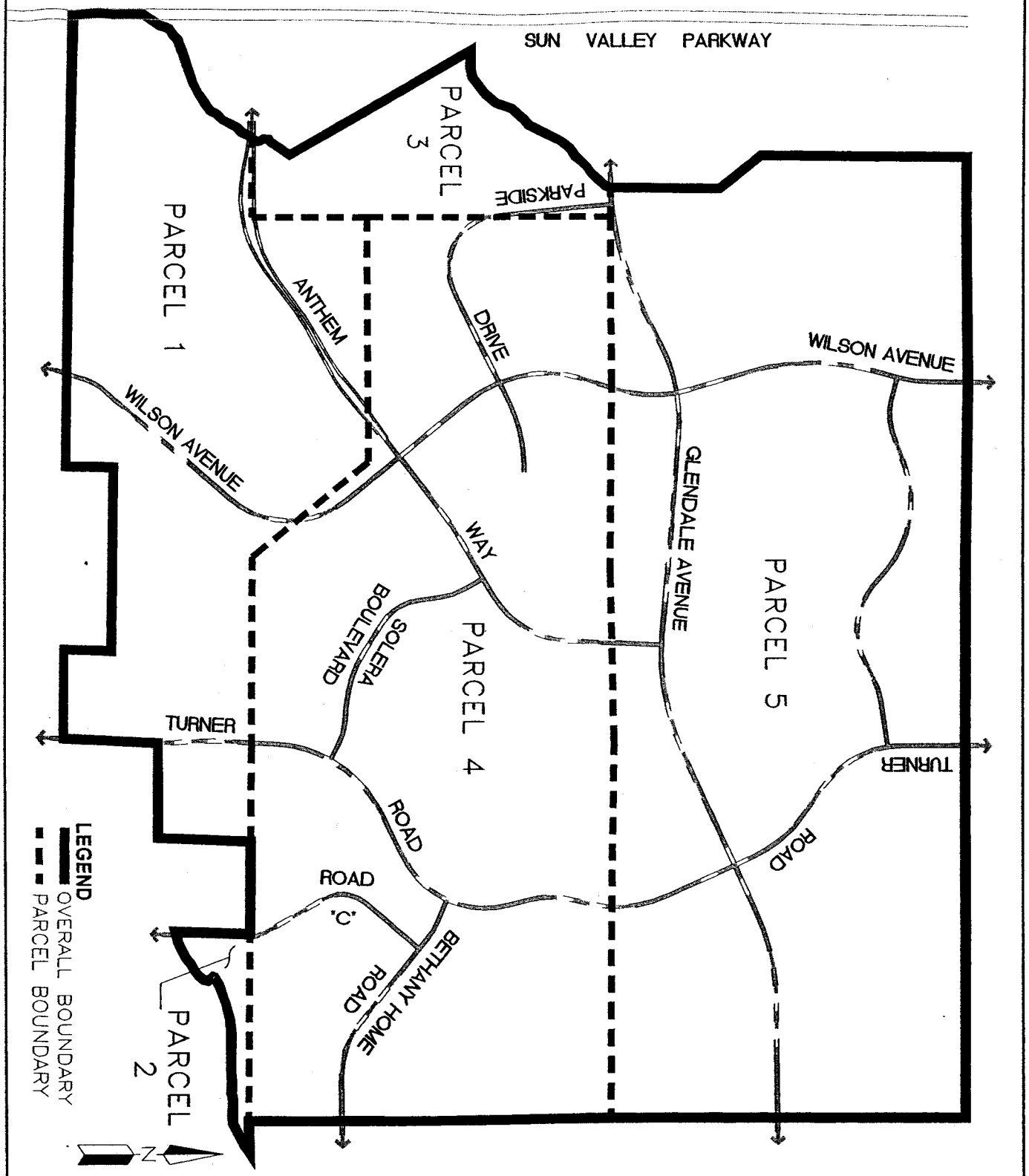
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

BOUNDARY MAP OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX		
CHECKED BY:	CMX	COMMUNITY FACILITIES DISTRICT	

U:\7200\7262\7262-100\Exhibits\client request\Maps to be Recorded\CFD EXHIBIT.dwg 04-28-2007 - 12:21pm

GUST ROSENFELD
ATTORNEYS SINCE 1921 P.L.C.

■ 201 E. WASHINGTON, SUITE 800 ■ PHOENIX, ARIZONA 85004-2327 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JAMES T. GIEL
602.602-257-7495
FAX: 602.340.1538
jgiel@gustlaw.com

June 25, 2007

Flo Villaverde
Arizona Department of Revenue
Central Information Services
1600 West Monroe Street, Room 420
Phoenix, AZ 85007

Re: Anthem Sun Valley Community Facilities District
(Town of Buckeye, Arizona)
Our File No. 006718-00159

Dear Ms. Villaverde:

Pursuant to Section 48-708(A), Arizona Revised Statutes, as amended, on behalf of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), we enclose a copy of the resolution ordering formation of the referenced District, adopted by the Council of the Town of Buckeye, Arizona, on June 19, 2007. A map of the District is attached to such resolution as Exhibit B. Please file a copy of such resolution in the official records of the Department.

Please call me if you have any questions or if we can be of any assistance in this matter.

Very truly yours,

James T. Giel
For the Firm

JTG:jlu
Enclosure
744478

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724384 06/25/2007 10:57
00671800159-15-4-1--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott Ruby
Gust Rosenfeld P.L.C.
201 East Washington Street
Suite 800
Phoenix, Arizona 85004

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. Findings. The mayor and council hereby make the following findings:

A. Prior to the adoption hereof, there was presented to us, the Mayor and Council of the Town of Buckeye, Arizona (hereinafter referred to as the *"Town"*), a petition for formation of a community facilities district and adoption of resolutions declaring formation of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), submitted and effective June 19, 2007 (hereinafter referred to as the "*Petition*"), signed by the entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown on the assessment roll for State and County taxes for Maricopa County, Arizona, or, if such persons shown on such assessment roll are no longer the owners of land in the District, are the entities which are the successor owners which have become known and have been verified by recorded deed or similar evidence of transfer of ownership to be the owners of such real property (hereinafter such owners are collectively referred to as the "*Petitioner*") described in the Petition by metes and bounds to be in the community facilities district, the formation of which is requested by the Petitioner in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*"). (The proposed district shall be referred to herein as the "*District*".)

B. The Petitioner has represented, attested and declared the following:

1. The name of the District is requested pursuant to the Petition to be "*Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)*",

2. The District is to be formed, and will exist, pursuant to the terms and provisions of the Act,

3. The District is to contain an area of approximately 4,078 acres of land, more or less, wholly within the corporate boundaries of the Town of Buckeye, Arizona, and is to be composed of the land described by metes and bounds as provided in *Exhibit A* hereto, which is made a part hereof for all purposes (hereinafter referred to as the "Property"),

4. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; except as otherwise provided in the Act, and is to be considered a municipal corporation and political sub-

division of the State of Arizona separate and apart from the Town, and is to be formed for, and have, all the purposes and powers of a "district" as such term is defined, and as provided, in the Act, and

5. Public convenience and necessity require the adoption of this resolution forming the District.

C. The Petitioner further represented, attested and declared that on the date thereof and hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and verified by recorded deed or similar evidence of transfer of ownership to the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no qualified electors residing on the land to be in the District.

D. After representing, attesting and declaring the preceding, the Petitioner requested that the Petition be properly filed as provided by law and that, as the Petition is signed by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof be waived, and that the Town, upon receipt of the Petition, declare its intention to form the District and thereafter form the District without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election.

E. A Development, Financing Participation and Intergovernmental Agreement No. 1 (the "*Development Agreement*") has been presented to the Mayor and Council, executed by the owners of all the land in the District and it is now in order for the Town to approve such Development Agreement.

Section 2. Agreements and Further Findings by the Town of Buckeye, Arizona. The Mayor and Council hereby agree to and find the following:

A. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

B. The General Plan (as defined hereafter) has been filed with the Clerk of the Town.

C. The Petition, and all necessary supporting materials, meets the requirements of A.R.S. § 48-707, subsections F and G and has been filed with the Council, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth in whole.

D. The purposes for which the organization of the District is sought are as described in the Petition and General Plan and are purposes for which a community facilities district created pursuant to the Act may be lawfully formed.

E. The District is to be wholly comprised of the Property and the Property is wholly within the boundaries of the Town.

F. The Property is benefited by the District and the public infrastructure and the public infrastructure purposes set forth in the General Plan.

G. Pursuant to A.R.S. § 48-707, subsections F and G, no hearing on the formation of the District will be held.

H. The Petitioner is the owner of all of the Property and no qualified electors reside on the Property.

I. The public convenience and necessity require the adoption hereof.

Section 3. Approval of the General Plan. Prior to the adoption hereof, a "General Plan for the Proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)" for the District was filed with the Clerk of the Town setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved and benefited (hereinafter referred to as the "*General Plan*"). The General Plan is hereby approved in all respects.

Section 4. Approval of the Development Agreement. The Development Agreement by and among the Town, the District and the owners of the property within the District, as presented to the Town and on file with the Clerk, is hereby approved. The Mayor is authorized and directed to execute and deliver and the Clerk is authorized and directed to attest, the Development Agreement.

Section 5. Intention to Form the District. The Mayor and Council hereby declares, pursuant to the Act, its intention to form the District comprised of the Property as a community facilities district, pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. Based on the Petition and the findings set forth herein, all requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof are waived.

Section 6. Granting of Petition; Formation of District. The Petition is hereby granted, and the District is hereby formed as a community facilities district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. The Mayor and Council hereby determine July 26, 2007 to be the scheduled election date to submit the question of formation of the District to the qualified electors, if any, who reside within the boundaries of the District. As of the date hereof, which is a date within 50 days immediately preceding such scheduled election date, there are no resident electors or qualified electors residing on the Property, therefore, the submission of the formation of the District to an election of resident electors is hereby found to be unnecessary and no formation election will be held.

Section 7. Levy of Taxes. Formation of the District may result in the levy of taxes by the District on all taxable property located within the District to pay the costs of improvements constructed by the District and the administration of the District and for their operation and maintenance and the administration of the District.

Section 8. District Board and Officers. The District shall be governed by a "District Board" comprised of the members of the governing body of the Town, ex officio. Gust

Rosenfeld P.L.C. may serve as Town Attorney and attorney and bond counsel for the District, and the Town hereby waives any conflict of interest that may exist now or in the future as a result of such dual representation.

Section 9. District Boundaries and Map. The District boundaries are set to be as described in metes and bounds in *Exhibit A* hereto. The map showing the District boundaries is set forth in *Exhibit B* hereto and is hereby approved.

Section 10. Dissemination of This Resolution. The Town Clerk shall cause a copy of this resolution to be delivered to the County Assessor and the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona.

Section 11. No General Liability of or for the Buckeye, Arizona. Neither the general fund or any other fund or moneys of the Town, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Town, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

Section 12. Emergency. The immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the Town and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Passed by the Council of the Town of Buckeye, Arizona, on June 19, 2007.

Bobby Bryk
Mayor

ATTEST:

Linda Hansen
Clerk

APPROVED AS TO FORM:

Buckeye, Arizona Attorney

Exhibits:
A Legal description of district
B Boundary map of district

EXHIBIT A

LEGAL DESCRIPTION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

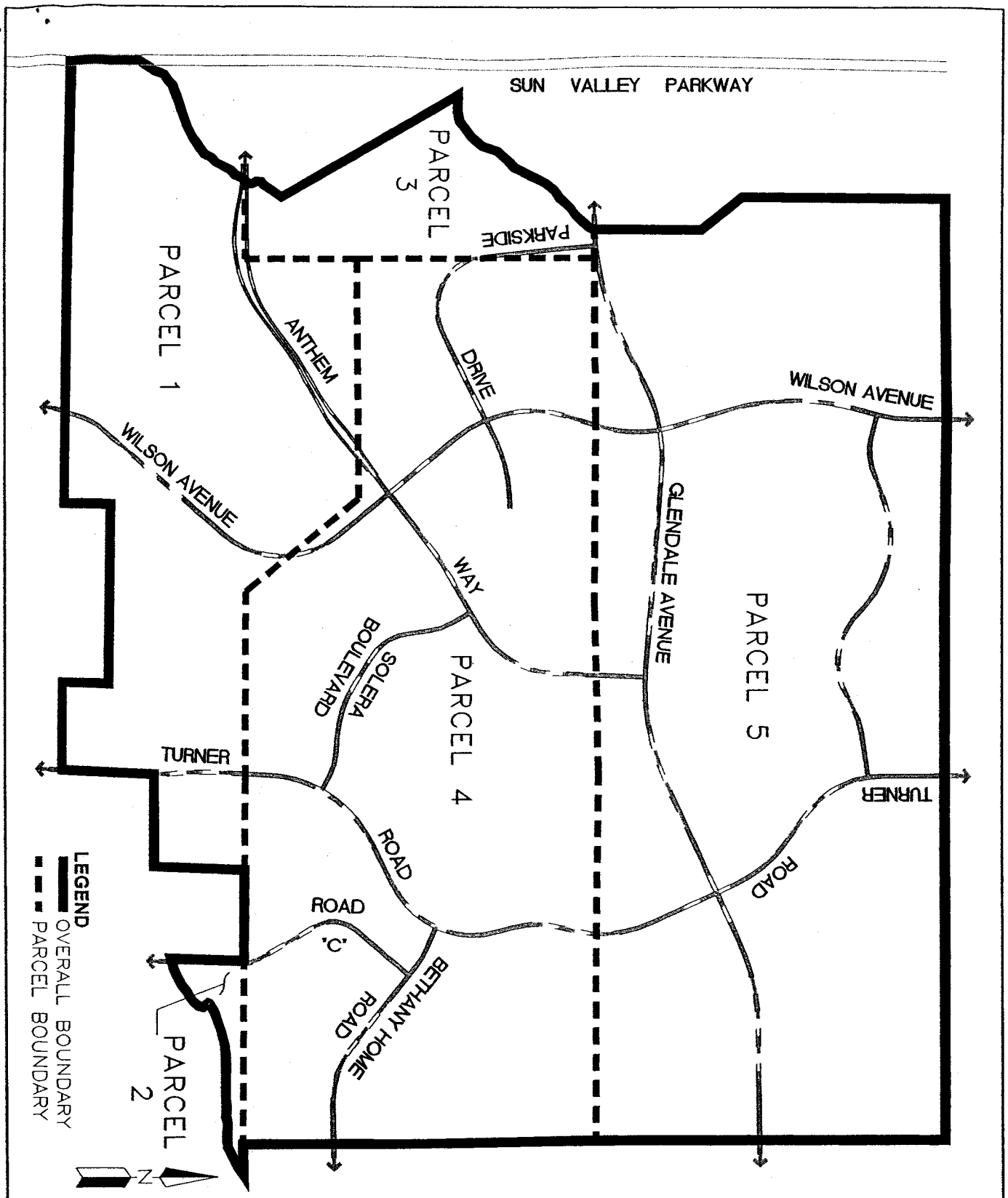
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

BOUNDARY MAP OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)



CMX PROJ.	7262.01
DATE:	4/30/07
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CHECKED BY:	CMX

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ANTHEM SUN VALLEY

SUN VALLEY PARKWAY & ANTHEM WAY
BUCKEYE, ARIZONA

COMMUNITY FACILITIES DISTRICT

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16165 N. 83RD AVE. STE 201
PEORIA, AZ 85382
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■ 201 E. WASHINGTON, SUITE 800 ■ PHOENIX, ARIZONA 85004-2327 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JAMES T. GIEL
602.602-257-7495
FAX: 602.340.1538
jgiel@gustlaw.com

June 25, 2007

Compliance Information
State Real Estate Department
2910 North 44th St., Suite 100
Phoenix, AZ 85018

Re: Anthem Sun Valley Community Facilities District
(Town of Buckeye, Arizona)
Our File No. 006718-00159

Dear Sir:

On behalf of the captioned District and pursuant to A.R.S. § 48-718, as amended, we have recorded the following documents with the County Recorder of Maricopa County, Arizona:

(1) The resolution of the Buckeye, Arizona of Buckeye, Arizona, Arizona, forming the District pursuant to A.R.S. § 48-708(A), as amended; and

(2) The General Plan of the District pursuant to A.R.S. § 48-702, as amended.

Pursuant to A.R.S. § 48-718, as amended, we enclose copies of the recorded instruments indicated in subparagraphs 1 and 2 above.

Please call me if you have any questions or if we can be of any assistance in this matter.

Very truly yours,

James T. Giel
For the Firm

JTG:jlu
Enclosures
744480

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724384 06/25/2007 10:57
00671800159-15-4-1--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott Ruby
Gust Rosenfeld P.L.C.
201 East Washington Street
Suite 800
Phoenix, Arizona 85004

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

RESOLUTION NO. 46-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, DECLARING INTENT TO FORM A COMMUNITY FACILITIES DISTRICT; ORDERING AND DECLARING FORMATION OF THE TAX LEVYING ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA); APPROVING THE DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH SUCH DISTRICT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BUCKEYE, ARIZONA, as follows:

Section 1. Findings. The mayor and council hereby make the following findings:

A. Prior to the adoption hereof, there was presented to us, the Mayor and Council of the Town of Buckeye, Arizona (hereinafter referred to as the "*Town*"), a petition for formation of a community facilities district and adoption of resolutions declaring formation of the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), submitted and effective June 19, 2007 (hereinafter referred to as the "*Petition*"), signed by the entities which, on the date of the Petition and on the date hereof, are the owners of all real property as shown on the assessment roll for State and County taxes for Maricopa County, Arizona, or, if such persons shown on such assessment roll are no longer the owners of land in the District, are the entities which are the successor owners which have become known and have been verified by recorded deed or similar evidence of transfer of ownership to be the owners of such real property (hereinafter such owners are collectively referred to as the "*Petitioner*") described in the Petition by metes and bounds to be in the community facilities district, the formation of which is requested by the Petitioner in the Petition, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (hereinafter referred to as the "*Act*"). (The proposed district shall be referred to herein as the "*District*".)

B. The Petitioner has represented, attested and declared the following:

1. The name of the District is requested pursuant to the Petition to be "*Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)*",

2. The District is to be formed, and will exist, pursuant to the terms and provisions of the Act,

3. The District is to contain an area of approximately 4,078 acres of land, more or less, wholly within the corporate boundaries of the Town of Buckeye, Arizona, and is to be composed of the land described by metes and bounds as provided in *Exhibit A* hereto, which is made a part hereof for all purposes (hereinafter referred to as the "Property"),

4. The District is to be a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended; except as otherwise provided in the Act, and is to be considered a municipal corporation and political sub-

division of the State of Arizona separate and apart from the Town, and is to be formed for, and have, all the purposes and powers of a "district" as such term is defined, and as provided, in the Act, and

5. Public convenience and necessity require the adoption of this resolution forming the District.

C. The Petitioner further represented, attested and declared that on the date thereof and hereof, as shown on the assessment roll for State and county taxes in Maricopa County, Arizona, all of the land to be in the District is owned by the Petitioner or, if a person listed on such assessment roll is no longer the owner of the land in the District, that the name of the successor owner has become known and verified by recorded deed or similar evidence of transfer of ownership to the Petitioner and that the land to be included in the District shall be benefited from the improvements for which the District is proposed to be formed and that there are no qualified electors residing on the land to be in the District.

D. After representing, attesting and declaring the preceding, the Petitioner requested that the Petition be properly filed as provided by law and that, as the Petition is signed by the owners of all the land to be in the District, any requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof be waived, and that the Town, upon receipt of the Petition, declare its intention to form the District and thereafter form the District without being required to comply with such provisions for posting, publication, mailing, notice, hearing or landowner election.

E. A Development, Financing Participation and Intergovernmental Agreement No. 1 (the "*Development Agreement*") has been presented to the Mayor and Council, executed by the owners of all the land in the District and it is now in order for the Town to approve such Development Agreement.

Section 2. Agreements and Further Findings by the Town of Buckeye, Arizona. The Mayor and Council hereby agree to and find the following:

A. The Petitioner seeks formation of the District to exercise the powers and functions set forth in the Act.

B. The General Plan (as defined hereafter) has been filed with the Clerk of the Town.

C. The Petition, and all necessary supporting materials, meets the requirements of A.R.S. § 48-707, subsections F and G and has been filed with the Council, and the showings in the Petition are each noticed by us and are hereby incorporated at this place as if set forth in whole.

D. The purposes for which the organization of the District is sought are as described in the Petition and General Plan and are purposes for which a community facilities district created pursuant to the Act may be lawfully formed.

E. The District is to be wholly comprised of the Property and the Property is wholly within the boundaries of the Town.

F. The Property is benefited by the District and the public infrastructure and the public infrastructure purposes set forth in the General Plan.

G. Pursuant to A.R.S. § 48-707, subsections F and G, no hearing on the formation of the District will be held.

H. The Petitioner is the owner of all of the Property and no qualified electors reside on the Property.

I. The public convenience and necessity require the adoption hereof.

Section 3. Approval of the General Plan. Prior to the adoption hereof, a "General Plan for the Proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)" for the District was filed with the Clerk of the Town setting out a general description of the improvements for which the District is proposed to be formed and the general areas to be improved and benefited (hereinafter referred to as the "*General Plan*"). The General Plan is hereby approved in all respects.

Section 4. Approval of the Development Agreement. The Development Agreement by and among the Town, the District and the owners of the property within the District, as presented to the Town and on file with the Clerk, is hereby approved. The Mayor is authorized and directed to execute and deliver and the Clerk is authorized and directed to attest, the Development Agreement.

Section 5. Intention to Form the District. The Mayor and Council hereby declares, pursuant to the Act, its intention to form the District comprised of the Property as a community facilities district, pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. Based on the Petition and the findings set forth herein, all requirements of posting, publication, mailing, notice, hearing and landowner election otherwise required by the Act in connection with the formation of the District and adoption hereof are waived.

Section 6. Granting of Petition; Formation of District. The Petition is hereby granted, and the District is hereby formed as a community facilities district pursuant to the terms and provisions of, and with the powers and authority established by, the Act, with jurisdiction over the Property. The Mayor and Council hereby determine July 26, 2007 to be the scheduled election date to submit the question of formation of the District to the qualified electors, if any, who reside within the boundaries of the District. As of the date hereof, which is a date within 50 days immediately preceding such scheduled election date, there are no resident electors or qualified electors residing on the Property, therefore, the submission of the formation of the District to an election of resident electors is hereby found to be unnecessary and no formation election will be held.

Section 7. Levy of Taxes. Formation of the District may result in the levy of taxes by the District on all taxable property located within the District to pay the costs of improvements constructed by the District and the administration of the District and for their operation and maintenance and the administration of the District.

Section 8. District Board and Officers. The District shall be governed by a "District Board" comprised of the members of the governing body of the Town, ex officio. Gust

Rosenfeld P.L.C. may serve as Town Attorney and attorney and bond counsel for the District, and the Town hereby waives any conflict of interest that may exist now or in the future as a result of such dual representation.

Section 9. District Boundaries and Map. The District boundaries are set to be as described in metes and bounds in *Exhibit A* hereto. The map showing the District boundaries is set forth in *Exhibit B* hereto and is hereby approved.

Section 10. Dissemination of This Resolution. The Town Clerk shall cause a copy of this resolution to be delivered to the County Assessor and the Board of Supervisors of Maricopa County, Arizona, and to the Department of Revenue of the State of Arizona.

Section 11. No General Liability of or for the Buckeye, Arizona. Neither the general fund or any other fund or moneys of the Town, nor that of the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Town, the State of Arizona or any political subdivision of either (other than the District) shall be pledged therefor.

Section 12. Emergency. The immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety and an emergency is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the Town and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Passed by the Council of the Town of Buckeye, Arizona, on June 19, 2007.

Bobby Bryant
Mayor

ATTEST:

Linda Garrison
Clerk

APPROVED AS TO FORM:

Scott W. Rosenfeld
Buckeye, Arizona Attorney

Exhibits:
A Legal description of district
B Boundary map of district

EXHIBIT A

LEGAL DESCRIPTION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

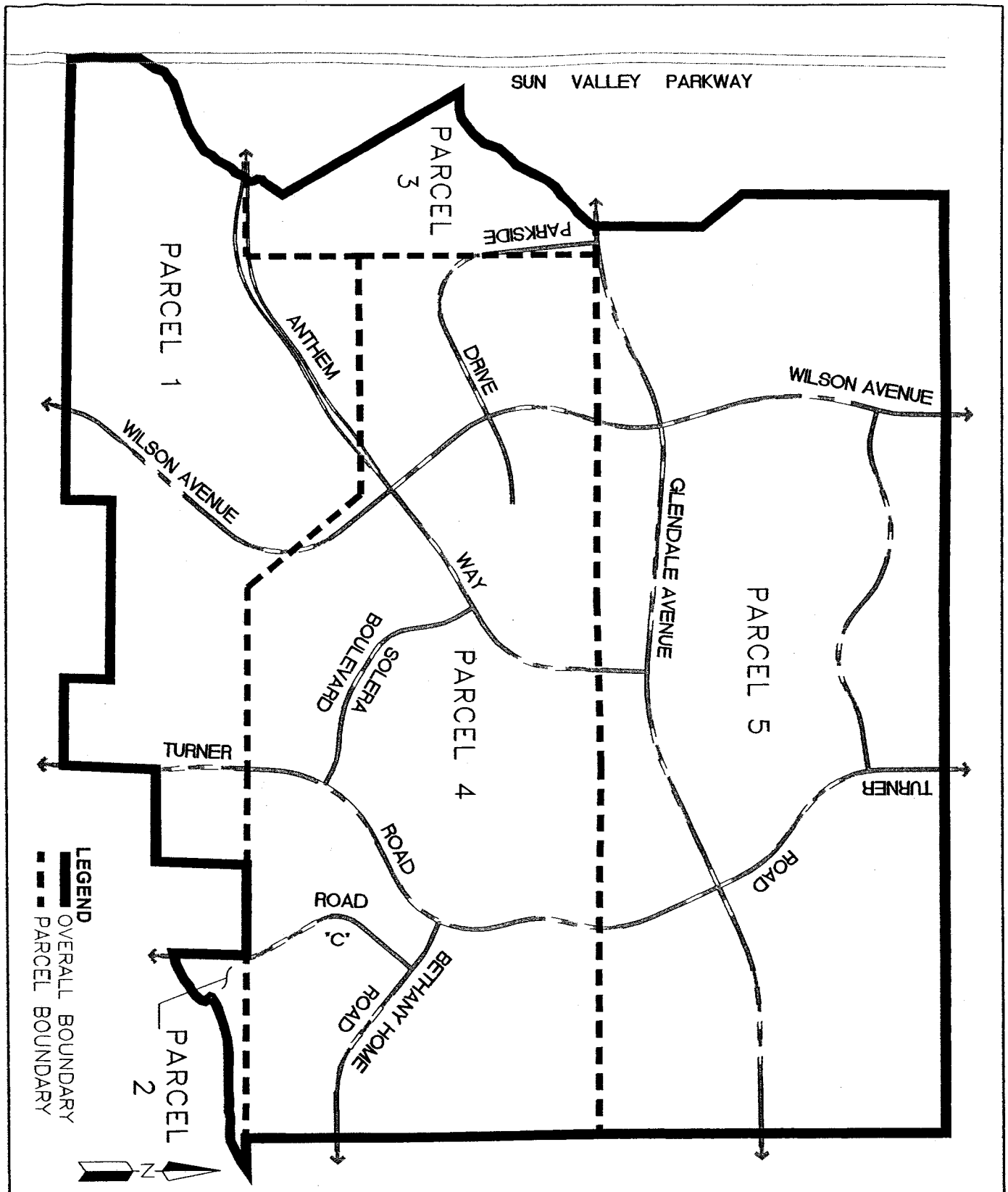
THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

BOUNDARY MAP OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX	COMMUNITY FACILITIES DISTRICT	
CHECKED BY:	CMX		

U:\7200\7262\7262-100\Exhibits\client request\Maps to be Recorded\CFD EXHIBIT.dwg 04-28-2007 - 12:21pm

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724386 06/25/2007 10:57
00671800159-15-4-3--
ELECTRONIC RECORDING

When recorded return to:

Mr. Scott W. Ruby
Gust Rosenfeld P.L.C.
201 E. Washington Street, Suite 800
Phoenix, AZ 85004-2327

GENERAL PLAN
FOR THE PROPOSED
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

To: Clerk, Town of Buckeye, Arizona

For the purposes of Section 48-702(B), Arizona Revised Statutes, as amended, the following is the general plan for the proposed captioned district:

Article I.

GENERAL AREA TO BE IMPROVED WITHIN THE PROPOSED CAPTIONED DISTRICT

All that area described in *Exhibit A* attached hereto and made a part hereof for all purposes shall comprise the area to be benefited. The public infrastructure improvements shall be constructed in public rights-of-way or easements located both within and outside the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*") and the areas described in *Exhibit A* hereto, all for the benefit of the area described in *Exhibit A* hereto.

Article II.

GENERAL DESCRIPTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR WHICH THE PROPOSED CAPTIONED DISTRICT IS PROPOSED TO BE FORMED:

1. INITIAL PUBLIC INFRASTRUCTURE

The proposed District is to be formed to accomplish the purposes permitted in the Act. It is anticipated that the district initially will construct the public infrastructure described in *Exhibit B*, which shall be available for use by the public. Future public infrastructure which is

presently contemplated and may be completed include certain water and sewer facilities and road improvements for the District. The map attached as *Exhibit C* sets forth the general location of the district and the public infrastructure described in *Exhibit B*.

2. ADDITIONAL PUBLIC INFRASTRUCTURE

In addition to the initial public infrastructure described in paragraph 1 above, the proposed District is being formed for accomplishing the following public infrastructure improvements as such improvements are authorized by the governing body of the District in accordance with applicable law and are consistent with the powers of a community facilities district:

(a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge;

(b) Drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge;

(c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article;

(d) Highways, streets, roadways, bridges and parking facilities including all areas for vehicular use for travel, ingress, egress and parking;

(e) Areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking;

(f) Pedestrian malls, parks, recreational facilities other than stadiums and open space areas for the use of the public for entertainment, assembly and recreation;

(g) Landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems;

(h) Public buildings, public safety facilities and fire protection facilities;

(i) Lighting systems;

(j) Traffic control systems and devices including signals, controls, markings and signage;

(k) Equipment, vehicles, furnishings and other personalty related to the items listed in clauses (a) through and including (j) above; and

(l) Operation and maintenance of the items listed in clauses (a) through and including (k) above.

RECEIPT

Received and filed in the office of the Clerk of the Buckeye, Arizona, for the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona),

DATED: June 19, 2007

Linda Garrison, Clerk

ATTACHMENTS:

EXHIBIT A Legal description of property to be included in the District.

EXHIBIT B Description of initial public infrastructure to be constructed or installed by the District.

EXHIBIT C Map showing general areas of the public infrastructure to be constructed or installed by the District.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
TO BE INCLUDED IN THE DISTRICT

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.

EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE

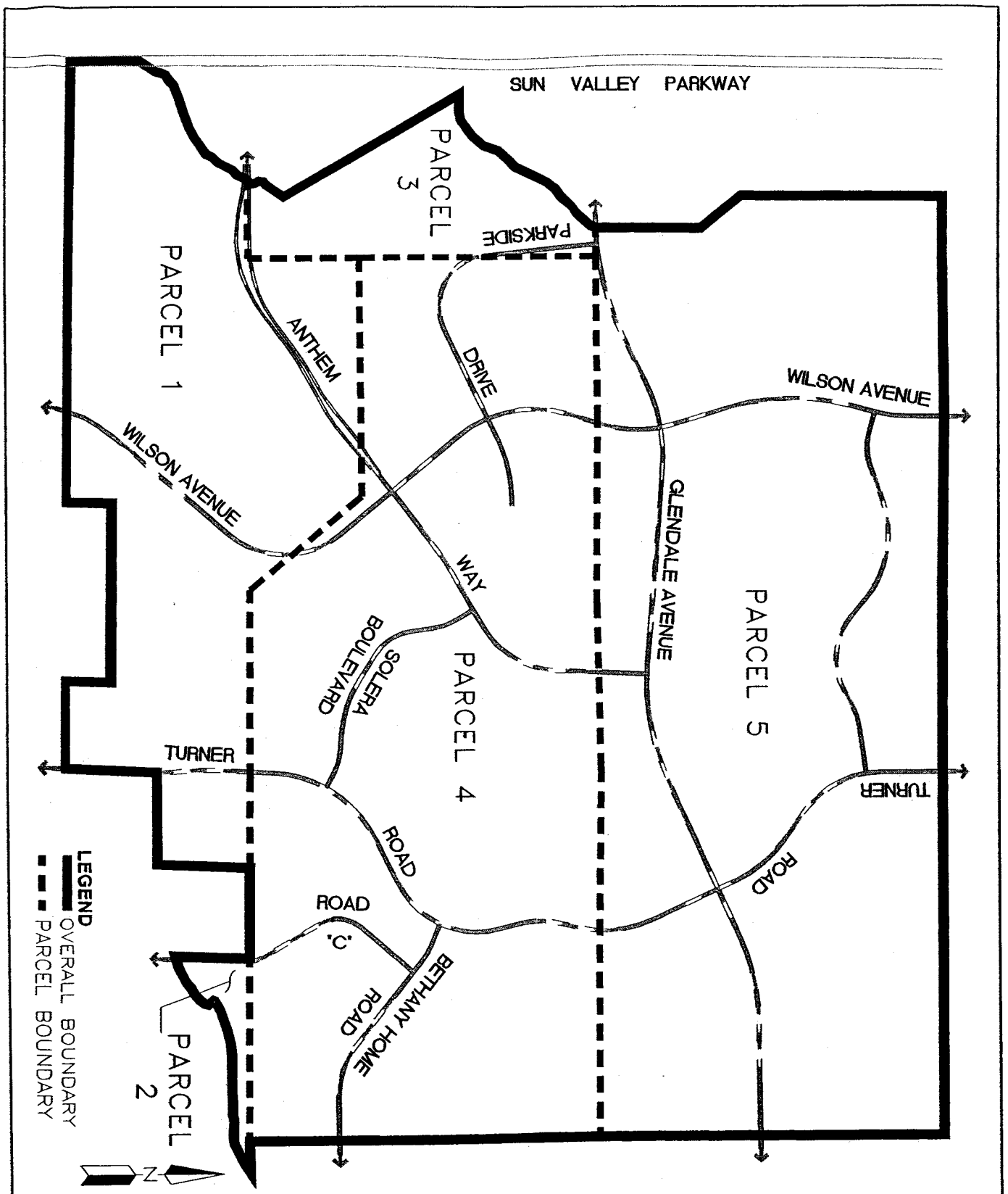
PUBLIC INFRASTRUCTURE

Description

Water Rec Facility Ph 1
Water Rec Facility Ph 2
Water Reservoir Site #1
Water Reservoir Site #2
Wells
Infrastructure Mass Grading
Infrastructure Transmission Mains
Infrastructure Water Mains
Infrastructure Sewer Trunks
Infrastructure Non-Potable Mains
RO Reject Line
Anthem Way
Glendale Ave
Northern Ave
Wilson Ave
Turner Ave
Solera Blvd
Parkside Dr
Major Arterial F
Minor Collector C
Minor Collector D
Traffic Signals
Regional Drainage Projects
Public School Land
Police/Fire Station Land
Library

EXHIBIT C

MAP SHOWING GENERAL AREAS OF THE
PUBLIC INFRASTRUCTURE



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX		
CHECKED BY:	CMX	COMMUNITY FACILITIES DISTRICT	

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OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724385 06/25/2007 10:57
00671800159-9-4-2--
ELECTRONIC RECORDING

When recorded, return to:

Mr. Scott W. Ruby
Gust Rosenfeld P.L.C.
201 East Washington Street, Suite 800
Phoenix, AZ 85004-2327

NOTICE OF FORMATION OF
ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

STATE OF ARIZONA
COUNTY OF MARICOPA

Pursuant to Resolution No. 46-07, Ordering and Declaring Formation of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (Buckeye, Arizona of Buckeye, Arizona, Arizona), adopted by the Mayor and Council of the Buckeye, Arizona of Buckeye, Arizona, Arizona, on June 19, 2007, a community facilities district was formed pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended, over all of the real property described by metes and bounds in *Exhibit A* attached hereto. For further information, please contact Scott W. Ruby at (602) 602-257-7432.

DATED: June 21, 2007

Scott W. Ruby, Attorney for the District

ATTACHMENT:

Exhibit A - Legal Description of District

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

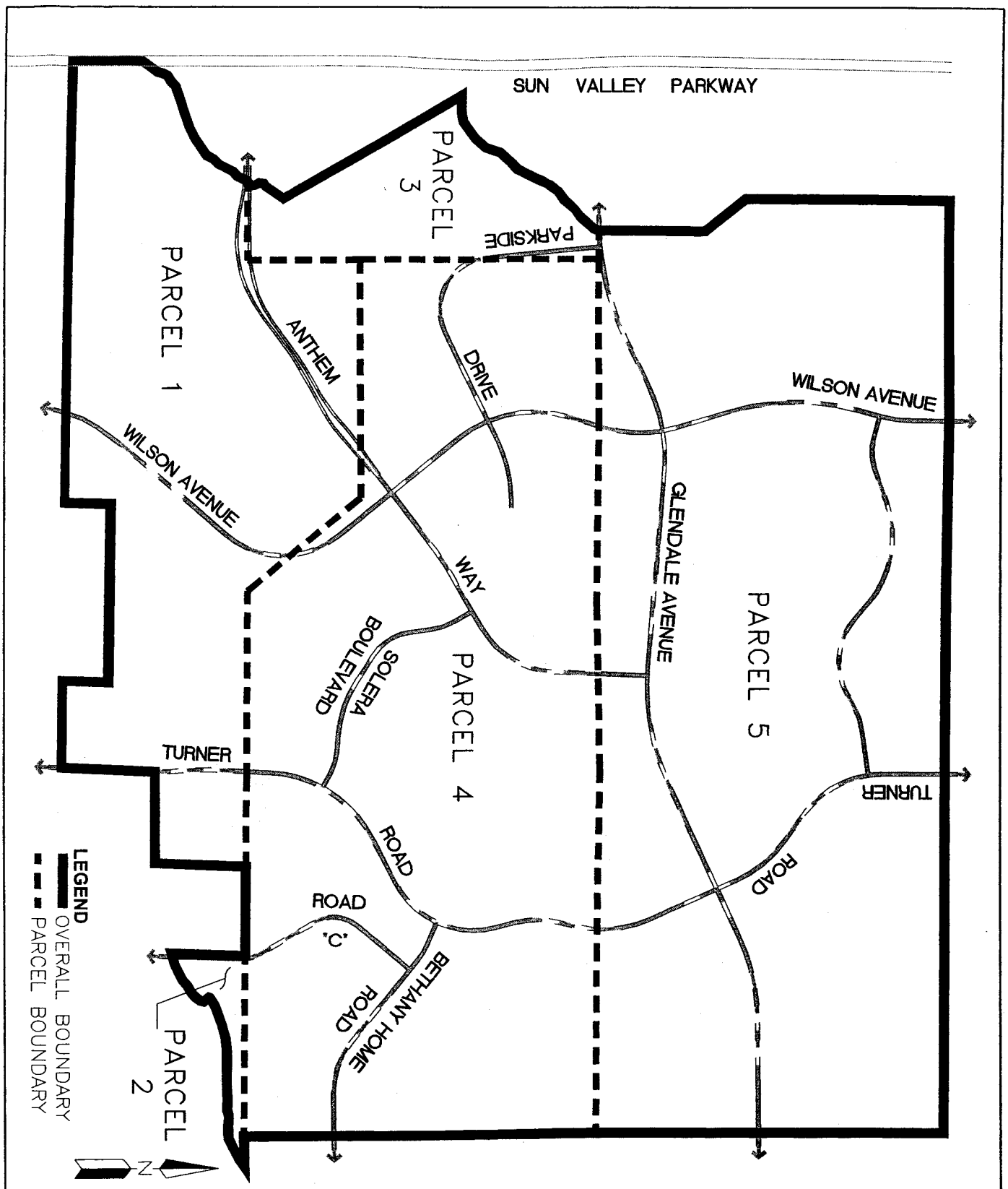
COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.



CMX PROJ.	7262.01	ANTHEM SUN VALLEY SUN VALLEY PARKWAY & ANTHEM WAY BUCKEYE, ARIZONA	PEORIA OFFICE 16165 N. 83RD AVE. STE 201 PEORIA, AZ 85382 PH (623) 466-6040 FAX (623) 466-6041 www.cmxinc.com
DATE:	4/30/07		
SCALE:	N.T.S.		
DRAWN BY:	CMX		
CHECKED BY:	CMX	COMMUNITY FACILITIES DISTRICT	

U:\7200\7262\7262-100\Exhibits\client request\Maps to be Recorded\CFD EXHIBIT.dwg 04-28-2007 - 12:21pm

GUST ROSENFELD
ATTORNEYS SINCE 1921 P.L.C.

■ 201 E. WASHINGTON, SUITE 800 ■ PHOENIX, ARIZONA 85004-2327 ■ TELEPHONE 602-257-7422 ■ FACSIMILE 602-254-4878 ■

JAMES T. GIEL
602.602-257-7495
FAX: 602.340.1538
jgiel@gustlaw.com

August 20, 2007

Via FedEx

Mr. John Tanner
Chief, Voting Section
Civil Rights Division
Room 7254 - NWB
U.S. Department of Justice
1800 G Street, N.W.
Washington, DC 20006

Re: Submission under Section 5, Voting Rights Act:
Anthem Sun Valley Community Facilities District
(Town of Buckeye, Arizona)
Our File No. 006718-00164

Dear Mr. Tanner:

The Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*") requests approval of voting procedures pursuant to Section 5 of the Voting Rights Act of 1965, as amended (the "*Act*").

This submission is to secure approval by your office of the voting procedures only for the special election as set forth in the Attachment. The voting procedures submitted in this submission will not be used for future general elections. This submission is not in any way to be construed as a waiver of the right to file a subsequent action in the Federal District Court in the District of Columbia pursuant to Section 5 of the Act should you deny the requested procedures.

Any questions relative to this submission should be addressed to the undersigned. If questions arise, please telephone collect to the number on our letterhead.

Very truly yours,

James T. Giel
For the Firm

JTG:jlu
Attachment
749080

ATTACHMENT

Election Involved

Pursuant to Arizona Revised Statutes (A.R.S.) § 48-707, the recently created Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*") of the Buckeye, Arizona of Buckeye, Arizona, Arizona (the "*Buckeye, Arizona*") held a special election on July 26, 2007, to submit to the voters the questions of whether to authorize the District to (1) issue general obligation bonds to obtain funds to construct certain public infrastructure improvements within the District and (2) levy an ad valorem tax on the real and personal property in the District to pay the operation and maintenance costs of the District.

General Information

There are approximately 4,100 acres in the District, which is located in the west portion of Maricopa County within the Buckeye, Arizona limits. The mailing address of the District is: c/o Manager, Buckeye, Arizona, 100 North Apache, Buckeye, Arizona 85236, telephone 623-349-6000. At the time of the submitted election, the District was comprised of vacant desert land. There are no residents in the District and consequently, with the written consent of all of the property owners in the District, no election was required to form the District. Pursuant to a petition signed by 100% of the property owners, the District was formed on June 19, 2007 by Resolution No. 46-07 of the Buckeye, Arizona Council. After formation, the District Governing Board decided to hold a general obligation bond election and maintenance tax election. The bond and maintenance tax election requires a vote by the residents, if any, and a vote of the property owners. On July 26, 2007, the election date, there were no residents or qualified electors in the District, therefore the election was just a property owner election. All of the property in the District at the time of formation and at the time of the election was owned by Pulte Home Corporation and First American Title Insurance. (collectively, the "*Owner*"). The Owner voted in the election (representing approximately 4,100 acres) and voted in favor of the general obligation bonds and maintenance tax.

Election and Incorporation of Voting Procedures

The July 26, 2007 special election was the District's first election.

The District is a tax levying public improvement district and special purpose district. The District was formed pursuant to A.R.S. §§ 48-701, et seq., which was enacted by the Arizona Legislature as Chapter 320 of Arizona Session Laws 1988 and was approved by the United States Justice Department (the "*Department*") by its letter dated December 23, 1988. See *Exhibit A*. The District conducted its election in accordance with A.R.S. §§ 48-701, et seq., and A.R.S. § 16-191 which was approved by the Department by its letter dated September 12, 1986. See *Exhibit A*. A.R.S. § 16-191 states that the election procedures set forth in Title 16 of Arizona Revised Statutes apply to all elections held in Arizona, unless otherwise provided by statute. Title 16 controls state and county general election procedures. We understand those procedures have already been approved by the Department for such general election purposes and the District adopted them for use in its election unless otherwise noted.

Polling Place

The District lies totally within the White Tank voting precincts in Maricopa County. The map attached hereto as *Exhibit B* shows the general location of the District. Because there were no residents in the District, the polling place was established at Buckeye, Arizona Town Hall for convenience of the Owners.

Notice of Election

This special election was called by the Governing Board of the District on June 19, 2007 by Resolution No.01-07, a copy of which is attached hereto as *Exhibit C*.

Notice of this special election was given by publishing a notice of special election in substantially the form attached hereto as *Exhibit D* in both English and Spanish once a week for two weeks prior to the election in the *Arizona Republic and The West Valley View*, newspapers of general circulation in the Buckeye, Arizona and the District, and by posting a copy of the notice of special election in both English and Spanish in at least three public places and at the polling place at least twenty (20) days prior to the election. In addition, the District provided written notice to the property owners of the special election prior to the election date.

It is submitted that the notice procedure does not discriminate on account of race or adversely affect any language minority.

Ballots

Because there was only 2 voters in the District and, in order to save time and money, paper ballots were used at the election and ballots were available for any voter owning property in the District in substantially the form attached hereto as *Exhibit E*.

Voting Hours

The polls were open from 9:00 a.m. until 4:00 p.m. The only reason for the voter hours being shorter than those normally used (6:00 a.m. to 7:00 p.m.) was that there was only two voters at the election.

Bilingual Procedures

Section 16-580(G), Arizona Revised Statutes, states as follows:

> G. Any registered voter may, at his option, be accompanied and assisted by a person of his own choice or shall be assisted by two election officials, one from each major political party, during

> any process relating to voting or during the actual process of voting on a paper ballot, machine or electronic voting system.

The application of this law was as follows: the District had a poll worker available for interpretation but such interpreter would have accompanied the elector who needed assistance only if the person was not accompanied by a person of his choice. The interpreter would have acted as the "person of choice" if requested to do so by the elector. As the special election was non-partisan, officials from the political parties were not available. Therefore, the procedure for using two persons to aid the voter was not used and only one person was available to assist the voter at any time.

In addition to the ballot, notice of election, instructions to voters and informational materials were available in both English and Spanish and those items required to be published, posted or recorded were published, posted or recorded in both languages.

Sources of Information

The information contained herein was obtained from the Manager or Clerk of the Town of Buckeye, Arizona and the District. The District office is located at 1101 E. Ash Avenue, Buckeye, Arizona 85236; the telephone number is 623-349-6000.

EXHIBIT A

JUSTICE DEPARTMENT

APPROVAL LETTERS

U.S. Depar nt of Justice

Washington, D.C. 20530

WBR:MAP:CME:gmh
DJ 166-012-3
P7747-7749
RO127-0149

September 12, 1986

John B. Shadegg, Esq.
Special Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

Dear Mr. Shadegg:

This refers to Chapter 320, H.B. No. 2362 (1986), which amends and repeals provisions concerning voter qualifications; provides for special district election dates; specifies procedures for calling, and becoming a candidate in, nonpartisan elections; requires that an affidavit certifying compliance with federal and state election laws be filed by special districts; amends and adds provisions with respect to nomination petitions; establishes procedures with respect to the conduct of special district elections; provides for district election precincts in special districts; provides for the manner in which candidates for the position of presidential elector are to be listed on the ballot; amends the procedure for appointment of election boards and tally boards; provides that the governing body of each election district is responsible for furnishing the necessary supplies for those elections over which the board of supervisors has no responsibility; provides that the code section concerning the hours that polls are opened and closed applies to all elections called pursuant to the laws of the state; amends the procedures for obtaining a ballot in a special district election; amends the procedures with respect to challenging electors; amends the procedures for canvassing returns; amends the procedures by which election laws may be enforced; amends the provision concerning false registration and cancellation of registration; and provides that Title 16 applies to all elections in the state except where different election provisions are set forth by statute in the State of Arizona, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. 1973c. We received your submission on July 14, 1986.

The Attorney General does not interpose any objections to the changes in question. However, we feel a responsibility to point out that Section 5 of the Voting Rights Act expressly provides that the failure of the Attorney General to object does not bar any subsequent judicial action to enjoin the enforcement of such changes. See the Procedures for the Administration of Section 5 (28 C.F.R. 51.48).

The provisions of this Act which provide for special district election dates is viewed as enabling legislation. Therefore, local jurisdictions are not relieved of their responsibility to seek preclearance, pursuant to the requirements of Section 5, of any changes affecting voting (e.g., any changes relating to the selection of a special district election date) adopted as a result of the provisions of this Act. See also 28 C.F.R. 51.14.

Sincerely,

Wm. Bradford Reynolds
Assistant Attorney General
Civil Rights Division

By: [signature]

for Gerald W. Jones
Chief, Voting Section

U.S. Department of Justice

Civil Rights Division

JPT:DBM:PAR:gmh:dvs
DJ 166-012-3
W9385
Y0913-0924

Voting Section
P.O. Box 66128
Washington, D.C. 20035-6128

December 23, 1988

John B. Shadegg, Esq.
Special Assistant Attorney General
1275 West Washington
Phoenix, Arizona 85007

Dear Mr. Shadegg:

This refers to Chapter 33, H.B. No. 2396 (1988), relating to registration procedures; Chapter 118, H.B. No. 2277 (1988), which relates to precinct registers; Chapter 138, S.B. No. 1315 (1988), which relates to the method of election and election dates of boards of directors of hospital districts; Chapter 140, S.B. No. 1172 (1988), which relates to the applicability of the 50 foot limit restriction in simulated elections; Chapter 184, S.B. No. 2130 (1988), which relates to the procedures for appointing deputy registrars; Chapter 142, S.B. No. 1034 (1988), which provides for a political party trust fund; Chapter 200, H.B. No. 2308 (1988), which provides for fiscal year designations for irrigation districts; Chapter 233, H.B. No. 2106 (1988), which provides for the creation of rural road improvement districts in certain counties; Chapter 283, H.B. No. 2306 (1988), relating to procedures for formation of pest abatement districts; Chapter 320, H.B. No. 2400 (1988), which authorizes the creation of special community facilities districts; and Chapter 323, S.B. No. 1022 (1988), which prescribes special road district election procedures for the State of Arizona, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. 1973c. We received your submission on October 26, 1988.

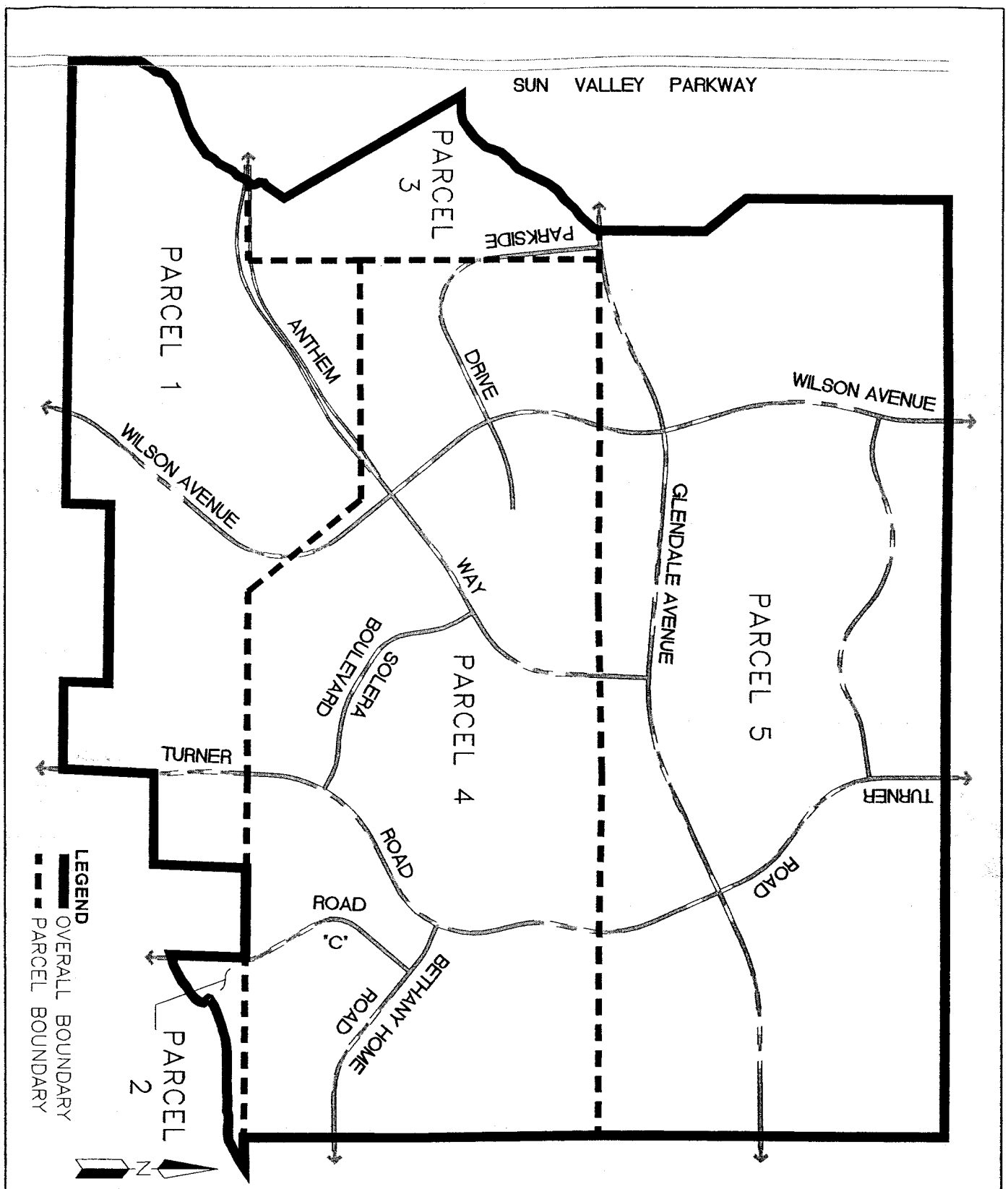
The Attorney General does not interpose any objections to the changes in question. However, we feel a responsibility to point out that Section 5 of the Voting Rights Act expressly provides that the failure of the Attorney General to object does not bar any

subsequent judicial action to enjoin the enforcement of such changes. See the Procedures for the Administration of Section 5 (28 C.F.R. 51.41).

Sincerely,

James P. Turner
Acting Assistant Attorney General
Civil Rights Division

By: Joan C. Fredway
for Barry H. Weinberg
Acting Chief, Voting Section



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ANTHEM SUN VALLEY

SUN VALLEY PARKWAY & ANTHEM WAY
BUCKEYE, ARIZONA

COMMUNITY FACILITIES DISTRICT

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PEORIA, AZ 85382
PH (623) 466-6040
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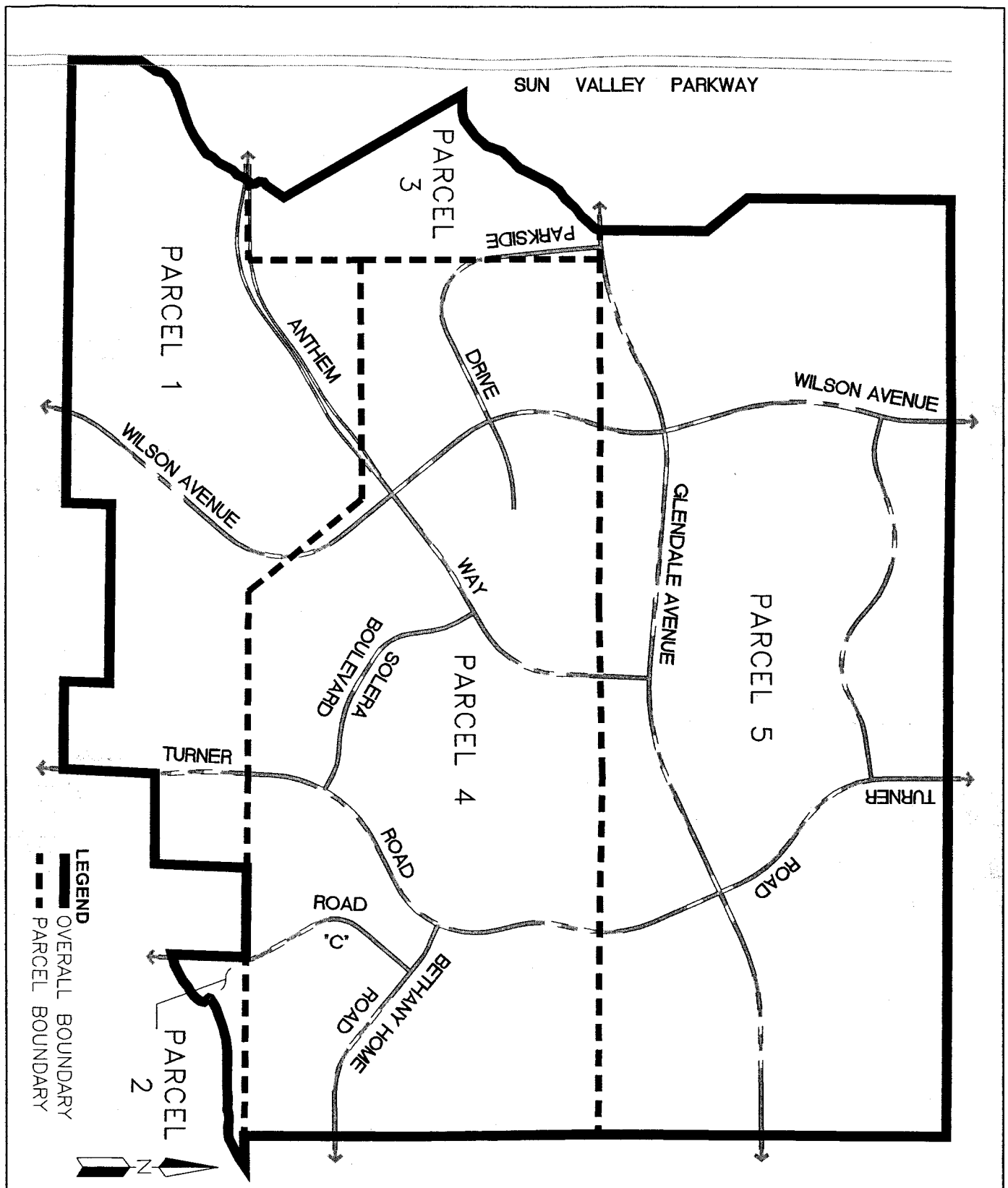
CMX

EXHIBIT B

MAP



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ANTHEM SUN VALLEY

SUN VALLEY PARKWAY & ANTHEM WAY
BUCKEYE, ARIZONA

COMMUNITY FACILITIES DISTRICT

PEORIA OFFICE
16165 N. 83RD AVE. STE 201
PEORIA, AZ 85382
PH (623) 466-6040
FAX (623) 466-6041
www.cmxinc.com
CMX

EXHIBIT C

RESOLUTION

RESOLUTION NO. 01-07

A RESOLUTION OF THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) APPOINTING DISTRICT OFFICERS; APPROVING THE GENERAL PLAN; TAKING CERTAIN OTHER ACTIONS WITH REGARD TO ORGANIZATION OF THE DISTRICT; CALLING A SPECIAL BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX ELECTION FOR THE DISTRICT; AND ENTERING INTO A DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 WITH THE TOWN OF BUCKEYE, ARIZONA.

BE IT RESOLVED BY THE DISTRICT BOARD OF ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) as follows:

Section 1. Findings.

A. On June 19, 2007, the Mayor and Council of the Buckeye, Arizona of Buckeye, Arizona, Arizona (hereinafter called the "Town"), adopted Resolution No. 46-07 (the "*Resolution*") ordering and declaring formation of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (hereinafter called the "*District*").

B. All conditions precedent to the formation of the District have been satisfied.

C. As provided by Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*"), the District is a special purpose district for purposes of Article IX, Section 19, Constitution of Arizona, a tax levying public improvement district for the purposes of Article XIII, Section 7, Constitution of Arizona, and a municipal corporation for all purposes of Title 35, Chapter 3, Articles 3, 3.1, 3.2, 4 and 5, Arizona Revised Statutes, as amended, and, except as otherwise provided in Section 48-708(B), of the Act, is considered to be a municipal corporation and political subdivision of the State of Arizona, separate and apart from the Town.

D. The owner of all real property in the District (the "*Owner*") filed with the Town Clerk the "general plan" for the District, which sets out a general description of the public infrastructure improvements for which the District was formed and the general areas to be improved (hereinafter referred to as the "*General Plan*").

E. Certain matters relating to the organization of the District must be determined by the district board of the District (hereinafter referred to as the "*District Board*") including consideration of a Development, Financing Participation and Intergovernmental Agreement No. 1 by and among the District, the Town and the Owner (the "*Development Agreement*").

F. The Owner may construct or acquire a portion of the "public infrastructure" (as such term is defined in Section 48-701, of the Act) described in the General Plan or has undertaken "public infrastructure purposes" (as such term is defined in Section 48-701, of the Act) related thereto in contemplation of acquisition of such public infrastructure by a community facilities district.

G. (1) The District is authorized by Section 48-719, of the Act, to issue and sell general obligation bonds of the District to provide moneys for certain "public infrastructure purposes" consistent with the "general plan" of the District.

(2) Such bonds may not be issued unless approved at an election ordered and called to submit to the qualified electors of the District, which qualified electors consist of persons residing in the District who have registered to vote and those persons who are qualified to vote pursuant to Section 48-707(G), of the Act. If no person has registered to vote within the District within fifty (50) days immediately preceding any scheduled election date, the owners of land within the District who are qualified electors of the State of Arizona and other landowners according to Section 48-3043, of the Act (the "*Landowners*" and in either case hereinafter referred to as, collectively, the "*qualified electors*") shall vote on the question of authorizing the District Board to issue such bonds for such purposes.

(3). The District is authorized by Section 48-723, of the Act to levy an ad valorem tax on the assessed value of all real and personal property in the District for the purpose of applying the taxes to the operation and maintenance expenses of the District.

(4) The ad valorem tax for operation and maintenance purposes may not be levied unless approved at an election by the qualified electors of the District.

(5) The District Board deems it necessary and advisable to order and call such an election at this time for the purpose of submitting questions that request authorization to issue general obligation bonds and levy an ad valorem property tax for the District's operation and maintenance expenses, and to establish the procedures whereby such election should be held.

(6) An estimate of the amount of financing necessary to provide for, through acquisition, construction or otherwise, the "public infrastructure purposes", a general description of which are set out in the general plan of the District, has been presented to the District Board.

Section 2. Appointment of District Officers. The persons serving as Mayor and Vice Mayor of the Town are hereby appointed "Chairman" and "Vice Chairman," respectively, of the District Board; the person serving as the Town Clerk is hereby appointed "District Clerk"; the person serving as the Town Finance Director is hereby appointed "District Treasurer"; the person serving as the Town Manager is hereby appointed "District Manager". Gust Rosenfeld P.L.C. is hereby retained as the District's bond counsel and special counsel and all conflicts of interest that exist now or in the future between the Town and the District caused by such dual representation are hereby waived. Stone & Youngberg LLC is retained as the District's financial consultant. The District Manager is authorized to appoint itself, or such other qualified entity, as District Engineer when such appointment shall be necessary to further the purposes of the District. Except as otherwise provided by resolution of the District, all agreements and other documents to which the District is a party shall be executed on behalf of the District by the District Manager or the designee of the District Manager.

Section 3. Posting of Notices. Statements of the District directing where all public notices of the meetings of the District shall be posted in substantially the form attached hereto as *Exhibit A* has been filed with the Clerks of Maricopa County and the Town and is hereby approved and ratified for all purposes thereof.

Section 4. Preparation of Budget. The District Board hereby instructs the District Treasurer to cause to be prepared a draft of a proposed budget for the District for the ensuing fiscal year to be circulated for consideration at a subsequent meeting of the Board as required by Section 48-716, Arizona Revised Statutes, as amended. Such budget shall include the costs of providing the District, its board members, officers, employees, agents and contractors with adequate insurance coverage.

Section 5. Approval of General Plan. The General Plan as submitted to the Town is hereby approved in all respects.

Section 6. Call of Election. A special election, in and for the District, be and the same is hereby ordered and called to be held on July 26, 2007 (the "*Election*"), at which time there shall be submitted to the qualified electors of the District the questions set forth in the form of official ballot attached hereto, marked *Exhibit B* and incorporated by reference herein. Based upon a certificate of the Maricopa County Recorder, dated a date not more than fifty (50) days prior to the date of the Election, there are no persons registered to vote within the District.

The District Clerk is directed to appoint election workers, election officials and such other necessary persons to the extent required to assist in conducting the election. The District Clerk is further directed to take such other actions as are necessary and appropriate to carry out the purposes of this resolution.

Section 7. Posting and Publishing of Matters Relating to Election. The Election shall be called by posting notices in three (3) public places within the boundaries of the District not less than twenty (20) days before the date of the Election in substantially the form hereto attached and marked *Exhibit C*. Notice shall also be published in the Arizona Republic and the West Valley View, newspapers of general circulation in the Town once a week for two consecutive weeks preceding the Election in substantially the form of *Exhibit C*.

Section 8. Polling Place. The polling place and the time the poll shall be opened and closed shall be as provided in *Exhibit C*.

Section 9. Affidavit for Landowners. If the qualified electors are and become the Landowners, prospective electors voting in the Election shall execute an affidavit substantially in the form hereto attached and marked *Exhibit D*.

Section 10. Preparation of Ballots and Affidavits. The District Clerk is hereby authorized and directed to have printed and delivered to the election officers at such polling place such ballots and, if necessary, such affidavits, to be by them furnished to the qualified electors of the District offering to vote at the Election, in substantially the form of *Exhibits B* and *D*.

Section 11. Compliance with Voting Rights Act 1965. In order to comply with the Voting Rights Act of 1965, as amended, the following shall be translated into Spanish and posted, published and recorded in each instance where posting, publication and recording of such proceedings are required, to-wit: *Exhibits B*, *C* and *D*, all absentee voting materials and all instructions at the polling place.

Section 12. Applicable Law. The Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at such election who are qualified electors of the District. Absentee voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

Section 13.. Canvass. On August 7, 2007, which is a date within fourteen (14) days after the date of the Election, the District Board shall meet and canvass the returns, and if a majority of the votes cast at the Election is in favor of issuing the bonds and levying an ad valorem property tax for operation and maintenance purposes, the Board shall enter the fact on its minutes.

Section 14. Approval of Development Agreement. The Development Agreement by and among the Town, the District and the Owner, as presented to the Board and on file with the District Clerk, is hereby approved. The Chairman of the District Board is authorized and directed to execute and deliver, and the Clerk is authorized and directed to attest, the Development Agreement.

Section 15. Effective Date. This resolution shall be effective immediately.

PASSED by the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) on June 19, 2007.

Bobby Bryant
Chairman, District Board

ATTEST:

Linda Garrison
District Clerk

APPROVED AS TO FORM:

Scott W. Reilly
Bond Counsel

EXHIBITS:
A - Statements Regarding Posting of Public Meetings
B - Form of Ballot
C - Form of Notice of Election
D - Form of Affidavit of Elector

JTG:jlu 727486 05/11/07

EXHIBIT A

OPEN MEETING LAW NOTICE

Notice of Meetings

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)

TO THE GENERAL PUBLIC:

PLEASE TAKE NOTICE that the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), will hold its meetings at the Buckeye Town Hall, 100 North Apache, Buckeye, Arizona 85236, and that notice of such meetings will be given at least twenty-four (24) hours prior to a meeting and notice will be posted on the bulletin board at the Buckeye Town Hall.

Meetings will be held in conjunction with the meetings of the Town Council of the Town of Buckeye, Arizona.

DATED AND POSTED: _____, 20__.

_____
Clerk

EXHIBIT B

Number of acres owned _____

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (I) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES	☐
BONDS, NO	☐

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES	☐
TAX, NO	☐

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

EXHIBIT C

NOTICE OF ELECTION

TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT"):

A general obligation bond and an operation and maintenance ad valorem tax special election will be held on **July 26, 2007**, for the District at the polling place hereafter set forth. The District is comprised of real property located within the _____ voting precinct.

PRECINCT _____
POLLING PLACE Buckeye Town Hall, 100 North Apache , Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1

Question No. 2

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, **100 North Apache , Buckeye, Arizona 85236**, telephone number **623-349-6000**. The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

EXHIBIT D

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)
ANTHEM SUN VALLEY COMMUNITY)
FACILITIES DISTRICT)
(TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of _____ (the "*Company*"), a limited liability company duly formed and validly existing pursuant to the laws of the State of _____.

2. The Company I so represent owns _____ acres in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Company is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of _____ acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Company, I have been designated and authorized by the board of directors of the Company to represent and vote for and on behalf of the Company, in the election being held by the District on the date hereof.

_____
Affiant

SUBSCRIBED AND SWORN to before me on _____, 2007.

_____
Election Board Member

JTG:jlu 727486 05/11/07

AFFIDAVIT OF PROSPECTIVE ELECTOR AS TO OWNERSHIP OF LAND OR OTHER QUALIFICATION TO VOTE PURSUANT TO SECTION 48-3043, ARIZONA REVISED STATUES, AS AMENDED

STATE OF ARIZONA)
COUNTY OF MARICOPA)
TOWN OF BUCKEYE, ARIZONA)
ANTHEM SUN VALLEY COMMUNITY)
FACILITIES DISTRICT)
(TOWN OF BUCKEYE, ARIZONA))

COMES NOW the undersigned and, being first duly sworn, deposes and says as follows:

1. I am the authorized representative of_____ (the "*Corporation*"), a corporation duly formed and validly existing pursuant to the laws of the State of _____.

2. The Corporation I so represent owns _____ acres of land in the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*").

3. The Corporation is qualified to vote pursuant to Section 48-3043, Arizona Revised Statutes, as amended, as the bona fide owner of _____ acres of land within the District, holding title or evidence of title of record of said acres.

4. As the authorized representative of the Corporation, I have been designated and authorized by the board of directors of the Corporation to represent and vote for and on behalf of the Corporation, in the election being held by the District on the date hereof.

_____
Affiant

SUBSCRIBED AND SWORN to before me on _____, 2007.

_____
Election Board Member

JTG:jlu 727486 05/11/07

EXHIBIT D

AFFIDAVITS OF PUBLICATION

THE ARIZONA REPUBLIC

STATE OF ARIZONA
COUNTY OF MARICOPA } SS.

Marilyn Greenwood, being first duly sworn, upon oath deposes and says: That she is a legal advertising representative of the Arizona Business Gazette, a newspaper of general circulation in the county of Maricopa, State of Arizona, published at Phoenix, Arizona, by Phoenix Newspapers Inc., which also publishes The Arizona Republic, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates as indicated.

The Arizona Republic/West Zone

June 29; July 6, 2007

Marilyn Greenwood

Sworn to before me this
6TH day of
July A.D. 2007

ONDREA SHEPARD
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 3, 2010

Ondrea S

Notary Public

NOTICE OF ELECTION TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT")

A general obligation bond and maintenance and operation and maintenance ad valorem tax special election will be held on July 26, 2007, for the District at the polling place hereafter set forth. The District is comprised of real property located within the White Tank voting precinct.

PRECINCT White Tank

POLLING PLACE Buckeye Town Hall, 100 North Apache Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1:

Shall the district board (the "Board") for Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars ($285,000,000) to provide moneys: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed or existing, and all necessary or desirable appurtenances (public infrastructure): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

Question No. 2

Shall the District Board of Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, 100 North Apache, Buckeye, Arizona 85236, telephone number 623-349-6000. The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

AVISO DE UNA ELECCION A LOS ELECTORES HABILITADOS Y LOS TERRATENIENTES EN EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA) (EL "DISTRITO"):

Se celebrará una elección especial de bonos financieros de obligación general y de un impuesto ad valorem de manejo y mantenimiento el 26 de julio de 2007, por el Distrito en el centro de votación presentado más adelante. El Distrito se compone de propiedad real ubicada dentro del centro de votación White Tank.

RECINTO ELECTORAL White Tank

CENTRO DE VOTACION Ayuntamiento de Buckeye, 100 North Apache, Buckeye, Arizona 85236

Los registros del recinto electoral pueden contener los nombres de todos los votantes inscritos a votar en el recinto y el consejo de la elección en el centro de votación requerirá que el elector presunto firme un afidávit declarando que el elector es un elector habilitado del Distrito.

El centro de votación se abrirá a las 9:00 de la mañana y se cerrará a las 4:00 de la tarde. El propósito de la elección es el de permitirles a los electores habilitados del Distrito votar por las cuestiones siguientes:

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona) (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares ($285,000,000) para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalaciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificos públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a (1) y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes ( ) para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título 48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso? Cuestión Número 2

¿Se deberá autorizar al Consejo del Distrito del Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona) (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

Se permitirá la votación del votante ausente (temprano) de acuerdo con las provisiones del Título 16, Capítulo 4, Artículo 8, Estatutos Revisados de Arizona, como enmendados. Un elector habilitado puede votar ausente (temprano) por comunicarse con la oficina del Distrito Clerk, 100 North Apache, Buckeye, Arizona 85236, número de teléfono (623) 349-6000. El "plan general" para el Distrito requerido por la Sección 48-702(B), Estatutos Revisados de Arizona, como enmendados, está archivado con el Escribano del Distrito en la misma ubicación.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA)

Pub: June 29, July 6, 2007

WEST VALLEY BUSINESS

200 W. Wigwam Blvd., Litchfield Park, Az. 85340-4636 ❖ (623) 535-8439 ❖ Fax: (623) 935-2103

AFFIDAVIT OF PUBLICATION

State of Arizona

County of Maricopa

I, Elliott Freireich, publisher of West Valley View and West Valley Business, newspapers of general circulation in Avondale, Buckeye, Goodyear, Litchfield Park and Tolleson, Arizona, attest that the legal advertisement for

Dust Rosenfeld.
Public Notice - Aviso de una eleccion a los electores habilitados y los terratenientes en el Anthem Sun Valley Community facilities district (Pueblo de Buckeye Arizona) (El "Distrito")

will be / has been published on July 3 and 10, 2007.

Elliott Freireich
President, West Valley View Inc.

July 5, 2007.
Date

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 5 DAY OF July (Month), 2007 (YEAR)

NOTARY SIGNATURE: Rene Leeann Hartmann

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
RENE LEEANN HARTMANN
My Appointment Expires 09/30/07

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Public Notice

AVISO DE UNA ELECCION A LOS ELECTORES HABILITADOS Y LOS TERRATENIENTES EN EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA) (EL "DISTRITO"):

Se celebrará una elección especial de bonos financieros de obligación general y de un impuesto ad valorem de manejo y mantenimiento el **26 de julio de 2007**, por el Distrito en el centro de votación presentado más adelante. El Distrito se compone de propiedad real ubicada dentro del centro de votación White Tank.

RECINTO ELECTORAL
White Tank

CENTRO DE VOTACION
Ayuntamiento de Buckeye, 100 North Apache, Buckeye, Arizona 85236

Los registros del recinto electoral puedan contener los nombres de todos los votantes inscritos a votar en el recinto y el consejo de la elección en el centro de votación requerirá que el elector presunto firme un afidávit declarando que el elector es un elector habilitado del Distrito.

El centro de votación se abrirá a las 9:00 de la mañana y se cerrará a las 4:00 de la tarde. El propósito de la elección es el de permitirles a los electores habilitados del Distrito votar por las cuestiones siguientes:

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares **($285,000,000)** para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificios públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título 48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso?

Cuestión Número 2

¿Se deberá autorizar al Consejo del Distrito del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

Se permitirá la votación del votante ausente (temprana) de acuerdo con las provisiones del Título 16, Capítulo 4, Artículo 8, Estatutos Revisados de Arizona, como enmendados. Un elector habilitado puede votar ausente (temprano) por comunicarse con la oficina del District Clerk, **100 North Apache, Buckeye, Arizona 85236**, número de teléfono **(623) 349-6000**. El "plan general" para el Distrito requerido por la Sección 48-702(B), Estatutos Revisados de Arizona, como enmendados, está archivado con el Escribano del Distrito en la misma ubicación.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA

Published in the West Valley View, and the West Valley Business, on July 3 and July 10, 2007.

WEST VALLEY BUSINESS

200 W. Wigwam Blvd., Litchfield Park, Az. 85340-4636 ❖ (623) 535-8439 ❖ Fax: (623) 935-2103

AFFIDAVIT OF PUBLICATION

State of Arizona

County of Maricopa

I, Elliott Freireich, publisher of West Valley View and West Valley Business, newspapers of general circulation in Avondale, Buckeye, Goodyear, Litchfield Park and Tolleson, Arizona, attest that the legal advertisement for

Gus Rosenfeld.
Public Notice - Notice of Election to the Qualified electors of and property owners in Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (The "District").

will be / has been published on July 3 and 10, 2007.

Elliott Freireich
President, West Valley View Inc.

July 5, 2007.
Date

SUBSCRIBED AND SWORN TO BEFORE ME ON THE 5 DAY OF July (Month), 2007 (YEAR)

NOTARY SIGNATURE: Rene Leeann Hartmann

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
RENE LEEANN HARTMANN
My Appointment Expires 09/30/07

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Public Notice

NOTICE OF ELECTION TO THE QUALIFIED ELECTORS OF AND PROPERTY OWNERS IN ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA) (THE "DISTRICT"):

A general obligation bond and an operation and maintenance ad valorem tax special election will be held on **July 26, 2007**, for the District at the polling place hereafter set forth. The District is comprised of real property located within the White Tank voting precinct.

PRECINCT: White Tank

POLLING PLACE: Buckeye Town Hall, 100 North Apache, Buckeye, Arizona 85236

Precinct registers may contain the names of all registered voters in the precinct, and the election board at the polling place shall require a prospective elector to execute an affidavit stating that the elector is a qualified elector of the District.

The polling place will open at 9:00 a.m. and close at 4:00 p.m. The purpose of the election is to permit the qualified electors of the District to vote on the following questions:

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars **($285,000,000)** to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

Absentee (early) voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended. A qualified elector may vote absentee (early) by contacting the office of the District Clerk, **100 North Apache, Buckeye, Arizona 85236,** telephone number **623-349-6000.** The "general plan" for the District required by Section 48-702(B), Arizona Revised Statutes, as amended, is on file with the District Clerk at the same location.

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

Published in the West Valley View, and the West Valley Business, on July 3 and July 10, 2007.

EXHIBIT E

BALLOTS

Number of acres owned _____

OFFICIAL BALLOT

GENERAL OBLIGATION BOND AND OPERATION AND MAINTENANCE AD VALOREM TAX SPECIAL ELECTION FOR ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)
July 26, 2007

Question No. 1

Shall the district board (the "Board") of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to issue general obligation bonds of the District, in the denominations, series and form prescribed by the Board, and having the maturities (not exceeding twenty-five (25) years), interest payment dates and interest rates, whether fixed or variable, not exceeding twelve percent (12%) per annum, established by the Board and containing such other terms, conditions, covenants and agreements as the Board deems proper, in the maximum amount of not to exceed two hundred eighty-five million dollars (**$285,000,000**) to provide monies: (a) (1) for planning, design, engineering, construction, acquisition or installation of any or all of the following improvements, including necessary or incidental work, whether newly constructed, renovated or existing, and all necessary or desirable appurtenances ("public infrastructure"): (a) sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge; (b) drainage and flood control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge; (c) water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements described herein; (d) roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking; (e) areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking; (f) pedestrian malls, parks and open space areas for the use of members of the public for entertainment, assembly and recreation; (g) landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems; (h) public buildings, public safety facilities and fire protection facilities; (i) lighting systems, (j) traffic control systems and devices including signals, controls, markings and signage; and (k) equipment, vehicles, furnishings and other personalty related to such items; (2) acquiring, converting, renovating or improving existing facilities for public infrastructure; (3) acquiring interests in real property for public infrastructure; (4) establishing reserves to secure payment of debt service on bonds; (5) funding and paying from bond proceeds interest accruing on bonds for a period of not to exceed three (3) years from their date of issuance; (6) refinancing any matured or unmatured bonds with new bonds; and (7) expenses of the District incident to and reasonably necessary to carry out the purposes specified in this paragraph (clauses (1) through (7), both inclusive, being "public infrastructure purposes"); and (b) for repaying all or part of the amounts advanced by land-owners for public infrastructure purposes set forth above; such bonds shall be payable from a tax levied and collected annually on all taxable property in the District, sufficient to pay interest on such bonds when due and to redeem such bonds when they mature, as authorized by the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Title 48, Chapter 4, Article 6, Arizona Revised Statutes, together with all amendments and additions thereto?

The voter shall place a mark in the square opposite the words "Bonds, Yes" or "Bonds, No", whichever words express the voter's choice.

BONDS, YES	☐
BONDS, NO	☐

Question No. 2

Shall the District Board of **Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona)** (the "District") be authorized to levy and collect an annual ad valorem tax on the assessed value of all real and personal property in the District at a rate not to exceed thirty cents (30¢) per one hundred dollars ($100) of assessed valuation of all real and personal property in the District, such taxes to be applied to the operation and maintenance expenses of the District, in accordance with the constitution and laws of the State of Arizona, including particularly (but not by way of limitation) Section 48-723, Arizona Revised Statutes, as amended?

The voter shall place a mark in the square opposite the words "Tax, Yes" or "Tax, No", whichever words express the voter's choice.

TAX, YES	☐
TAX, NO	☐

NOTICE TO VOTERS:
The vote shall indicate his vote on each question by inserting a mark in the square opposite the phrase which expresses his choice. Only qualified electors of the District are eligible to vote at this special election. The voter understands that the vote cast will constitute the vote for all of the acres owned by the voter.

Número de acres que le pertenecen_____

BOLETA OFICIAL

ELECCION ESPECIAL DE BONOS FINANCIEROS DE OBLIGACION GENERAL Y DE UN IMPUESTO AD VALOREM DE MANEJO Y MANTENIMIENTO POR EL ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (PUEBLO DE BUCKEYE, ARIZONA)
26 de Julio de 2007

Cuestión Número 1

¿Se deberá autorizar al consejo del distrito (el "Consejo") del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") emitir bonos financieros de obligación general del Distrito, en las denominaciones, series y formas prescritas por el Consejo, y con fechas de vencimiento (no excederán venticinco (25) años), fechas de pagar el interés y las tasas del interés, si fijas o variables, no excederán el doce por ciento (12%) por año, establecidas por el Consejo y conteniendo tales otros términos, condiciones, convenios y acuerdos tales como el Consejo crea apropiado, en la suma máxima que no excederá dos cientos ochenta y cinco millones de dólares (**$285,000,000**) para proveer dinero: (a) (1) para la planificación, el diseño, la ingeniería, la construcción, la adquisición o la instalación de cualquiera o de todos los mejoramientos siguientes incluyendo trabajo necesario o incidental, si es de construcción nueva, renovada o existente, y todos los accesorios nercesarios o deseables ("infraestructura pública"): (a) sistemas cloacales, incluyendo la colección, transporte, depósito, tratamiento, dispersión, uso y descargo del efluente; (b) sistemas de drenaje y medidas para controlar las inundaciones, incluyendo la colección, transporte, diversión, despósito, detención, retención, dispersión, uso y descargo; (c) sistemas para agua doméstica, irrigación industrical, municipal o propósitos para la protección contra incendios incluyendo la producción, colección, depósito, transporte, entrega, conexión y dispersión pero no incluye instalciones para propósitos de la irrigación agrícola a menos que sea para el reparo o el reemplazo de instalaciones existentes cuando otros mejoramientos descritos aquí dentro lo requieran; (d) caminos y estacionamiento incluyendo todas las áreas para el uso de vehículos para viajar, entrar, salir y estacionarse; (e) áreas para peatones, jinetes, bicicletas u otros vehículos sin motor para viajar, entrar, salir y estacionarse; (f) alamedas para peatones, parques y áreas de espacio al aire libre para el uso de los miembros del público para el entretenamiento, la asamblea y el recreo; (g) la arquitectura de jardines incluyendo terraplén, estructuras, lagos y otros rasgos acuáticos, plantas, árboles y sistemas relacionados con la entrega de agua; (h) edificios públicos, instalaciones de la seguridad pública e instalaciones de protección contra incendios; (i)sistemas de iluminación, (j) sistemas para el control del tránsito y aparatos incluyendo semáforos, controles, y señas; y (k) equipo, vehículos, muebles y otros bienes muebles relacionados con tales asuntos; (2) adquirir, convertir, renovar, o mejorar las instalaciones existentes para la infraestructura pública; (3) adquirir intereses en bienes raíces para la infraestructura pública; (4) establecer reservas para asegurar el pago del servicio de deuda de los bonos financieros; (5) el financiamiento y pago de los ingresos del interés de los bonos financieros que acumula en los bonos financieros por un período que no exceda tres (3) años a partir de su fecha de emisión; (6) refinanciar cualesquier bonos vencidos o no vencidos con nuevos bonos financieros, y (7) los gastos del Distrito incidentales a y razonablemente necesarios para llevar a cabo los propósitos especificados en este párrafo (cláusulas (1) a (7), ambas inclusives, siendo "propósitos de la infraestructura pública"); y (b) para pagar toda o parte de las sumas avanzadas por terratenientes para propósitos de la infraestructura pública como se ven arriba; tales bonos financieros serán pagaderos de un impuesto exigido y cobrado anualmente en toda la propiedad sujeta a impuestos en el Distrito, suficiente para pagar el interés en tales bonos financieros cuando sean pagaderos y para redimir tales bonos cuando se venzan, como autorizados por la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) Título 48, Capítulo 4, Artículo 6, Estatutos Revisados de Arizona, junto con todas las enmiendas y adiciones a eso?

El votante pondrá una marca en el cuadro al lado de las palabras "Bonos, Sí" o "Bonos, No", cualesquier palabras que expresen su decisión.

BONOS, SI

BONOS, NO

Cuestión 2

¿Se deberá autorizar al Consejo del Distrito del **Anthem Sun Valley Community Facilities District (Pueblo de Buckeye, Arizona)** (el "Distrito") exigir y cobrar un impuesto anual ad valorem en el valor determinado de toda la propiedad real y personal en el Distrito a una tasa que no exceda treinta centavos (30 centavos) por cien dólares de valor determinado de toda la propiedad real y personal en el Distrito, tales impuestos serán aplicados a los gastos de manejo y mantenimiento del Distrito, de acuerdo con la constitución y las leyes del Estado de Arizona, incluyendo particularmente (pero no en forma de limitación) la Sección 48-723, Estatutos Revisados de Arizona, como enmendados?

El votante pondrá una marca en el cuadro al lado de las palabras "Impuesto, Sí" o "Impuesto, No", cualesquier palabras que expresen la decisión del votante.

IMPUESTO, SI

IMPUESTO, NO

AVISO A LOS VOTANTES:
El voto indicará su voto en cada cuestión por insertar una marca en el cuadro al lado de la frase que exprese su decisión. Sólo los electores habilitados del Distrito pueden votar en esta elección especial. El votante comprende que el voto entregado constituirá el voto por todos los acres que
le pertenecen al votante.

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20070724387 06/25/2007 10:57
00671800159-56-4-4--
ELECTRONIC RECORDING

When recorded, return to:

Scott W. Ruby, Esq.
Gust Rosenfeld P.L.C.
201 E. Washington Street, Suite 800
Phoenix, AZ 85004-2327

DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1

FOR

**ANTHEM SUN VALLEY
COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)**

by and among

TOWN OF BUCKEYE, ARIZONA

and

**ANTHEM SUN VALLEY
COMMUNITY FACILITIES DISTRICT
(TOWN OF BUCKEYE, ARIZONA)**

and

PULTE HOME CORPORATION

and

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated as of June 19, 2007

DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

ARTICLE I	COMMUNITY FACILITIES DISTRICT	3
ARTICLE II	CONSTRUCTION OF PROJECTS BY OWNER	5
ARTICLE III	ACQUISITION OF PROJECTS FROM OWNER	6
ARTICLE IV	CONSTRUCTION OF PROJECTS BY THE DISTRICT	9
ARTICLE V	FINANCING OF PROJECTS	10
ARTICLE VI	MATTERS RELATING TO THE BONDS AND OTHER OBLIGATIONS OF THE DISTRICT	13
ARTICLE VII	ACCEPTANCE BY THE MUNICIPALITY; MAINTENANCE; APPLICABILITY OF THE INTERGOVERNMENTAL AGREEMENT ACT	18
ARTICLE VIII	INDEMNIFICATION	21
ARTICLE IX	MISCELLANEOUS	23
SIGNATURES		28
EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY	A-1
EXHIBIT B	FORM OF NOTICE INVITING BIDS	B-1
EXHIBIT C	FORM OF CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF ACQUISITION PROJECT OR SEGMENT OF PROJECT	C-1
EXHIBIT D	FORM OF CONVEYANCE OF ACQUISITION PROJECT OR SEGMENT OF PROJECT	D-1
EXHIBIT E	DISCLOSURE STATEMENT	E-1

THIS DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT NO. 1 ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA), dated as of June 19, 2007 (the "*Agreement*"), by and among the Town of Buckeye, Arizona, a municipal corporation under the laws of the State of Arizona (the "*Municipality*"), Anthem Sun Valley Community Facilities District (Town 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*"), Pulte Home Corporation, a Michigan corporation duly formed and validly existing pursuant to the laws of Michigan and duly authorized to do business in the State of Arizona (the "*Pulte*") and First American Title Insurance Company, a California corporation duly formed and validly existing pursuant to the laws of California and duly authorized to do business in the State of Arizona, as Trustee under Trust #8563 ("*First American Title*" and together with Pulte, the "*Owner*") who owns in fee title all or substantially all of the real property in the District. Other persons owning or having an interest in any real property within the District (collectively, the "*Other Parties*"), have acknowledged and agreed to the terms and provisions of this Agreement and have consented to the recording of this Agreement as a binding encumbrance against their respective property or interest, by the execution of the Consent and Agreement attached hereto.

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended (the "*Act*"), and Section 9-500.05, Arizona Revised Statutes, as amended, the Municipality, the District and the Owner may enter into this Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as such term is defined in the Act) and the financing of public infrastructure, including, but not limited to subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the property described in *Exhibit "A"* hereto (the "*Property*") which makes up the real property included within the boundaries of the District, the Municipality, the District and the Owner have determined to specify some of such matters in this Agreement, particularly matters relating to the acquisition, construction financing, operation and maintenance of certain public infrastructure by the District, including matters relating to competitive procurement of the construction of the public infrastructure the acceptance thereof by the Municipality, the sale of bonds to finance the costs of the public infrastructure, and, if applicable and approved by the District, the reimbursement or repayment of the Owner with respect thereto, all pursuant to the Act; and

WHEREAS, this Agreement as a "development agreement" is consistent with the "general plan" of the Municipality as defined in Section 9-461, Arizona Revised Statutes, as amended, applicable to the Property on the date this Agreement is executed; and

WHEREAS, general obligation bonds (the "*G.O. Bonds*") and/or special assessment lien bonds (the "*Assessment Bonds*") of the District may be issued in the sole discretion of the District board of directors (the "*District Board*"), to provide moneys to finance certain "public infrastructure purposes" (as such term is defined in the Act) described in the

General Plan of the District (the "*General Plan*") heretofore approved by the Municipality and the District (collectively, the G.O. Bonds and the Assessment Bonds of the District are referred to as the "*Bonds*"); and

WHEREAS, the District Board has ordered, called and conducted a general obligation bond election, whereat the persons qualified to vote at such election pursuant to the Act authorized the District Board to issue, in its sole discretion, G.O. Bonds in an amount not to exceed two hundred eighty-five million dollars ($285,000,000) to provide moneys for public infrastructure purposes consistent with the ballot, the General Plan and the Act; and

WHEREAS, the District Board, pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as amended, as nearly as practicable, or such other procedures as the District Board provides, may, in its sole discretion, levy assessments of the costs of any public infrastructure or public infrastructure purpose on any land in the District based on the benefit determined by the District Board to be received by the land, and issue and sell the Assessment Bonds payable from amounts collected from the special assessments; and

WHEREAS, pursuant to the Act, the District may enter into this Agreement with the Owner with respect to the advance of moneys for public infrastructure or public infrastructure purposes by the Owner and the repayment of such advances; and

WHEREAS, pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended (the "*Intergovernmental Agreement Act*"), the District and the Municipality may enter into the specified sections of this Agreement as an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of public infrastructure; and

WHEREAS, pursuant to Section 48-715, Arizona Revised Statutes, as amended, and the CFD Guidelines and Application Procedures for the Establishment of Community Facilities Districts, as amended from time to time (the "*CFD Guidelines*") before constructing or acquiring any public infrastructure improvements, the District Board is required, in each instance, to cause a report of the feasibility and benefits of the project (the "*Report*") relating to such public infrastructure improvements to be prepared by engineers and other qualified persons, which must include a description of the public infrastructure to be constructed or acquired and all other information useful to understand the project, a map showing, in general, the location of the project, an estimate of the cost to construct, acquire, operate and maintain the project, an estimated schedule for completion of the project, a map or description of the area to be benefited by the project, and a plan for financing the project; and

WHEREAS, nothing contained in this Agreement is intended to limit the District Board in exercising its judgment with respect to the issuance of Bonds during the process of reviewing and approving or rejecting any Report;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein the parties hereto agree as follows:

ARTICLE I

COMMUNITY FACILITIES DISTRICT

Section 1.1 **CFD Guidelines**. Except as otherwise specifically provided in this Agreement, the District shall be subject to and governed by the terms and provisions of the CFD Guidelines, as may be amended from time to time.

Section 1.2 **District Consulting Costs**. The District may retain an independent financial advisor, legal advisor, underwriter, engineer and such other advisors and consultants as may be necessary to assist the District in its operations, including but not limited to evaluating budgets, reports, financing documents, District construction documents and similar matters ("*District Consulting Costs*"). District Consulting Costs shall be included as District Administrative Expenses, provided, however, certain District Consulting Costs constituting capital expenditures of a project financed by Bonds may, if approved by the District Board, be paid with the proceeds of Bonds.

Section 1.3 **Compliance with Law and CFD Guidelines**. The District shall maintain its records and conduct its affairs in accordance with the Act, the laws of the State of Arizona and the CFD Guidelines.

Section 1.4 **Payment of Municipality's Costs and Expenses**. The Municipality shall be paid by the District for its costs and expenses relating to the District and the public infrastructure financed by the District as described in Section 7.2(d) of this Agreement. The Municipality will provide the District and the District will provide the Owner with an invoice for the Municipality's costs and expenses. The Owner agrees to pay to the District the amounts owed per Article VII of this Agreement within forty-five (45) days of receipt of the invoice.

Section 1.5 **Contracting for District Financial Infrastructure.**

(a) **Public Procurement Requirement**. All infrastructure described in the General Plan that is or expected to be financed with District moneys or District Bond proceeds ("*District Financed Infrastructure*") shall be public infrastructure improvements as described in the Act. Any District Financed Infrastructure shall be publicly procured and awarded pursuant to the provisions of the Arizona Revised Statutes, as amended, and in accordance with the procurement policies of the Municipality, as may be amended from time to time (collectively, the "*Public Procurement Requirements*").

(b) **Notice Inviting Bids**. Commencing on the date of this Agreement, if the Public Procurement Requirements require a Notice Inviting Bids, the form of Notice Inviting Bids in *Exhibit "B"* (as the same may be amended from time to time by the engineer for the District) hereto shall be used in substantially the form for such purpose, and the use of such form prior to the execution and delivery of this Agreement is hereby ratified in all respects.

(c) **Certificate of the Engineers**. Compliance with the Public Procurement Requirements shall be evidenced by the certification of the engineers of the Owner and the District (collectively, the "*Engineers*") with respect thereto in the form of *Exhibit "C"* hereto (as the same

may be amended from time to time by the engineer for the District) (the "*Certificate of the Engineers*").

(d) **Limitation on Recourse**. Each construction or acquisition contract relating to the public infrastructure improvements or purposes shall provide that the respective contractors or vendors shall not have recourse, directly or indirectly, to the Municipality. In the case of any initial financing provided by the Owner of any construction or acquisition contract relating to public infrastructure improvements or purposes for which reimbursement is expected, such contract shall provide that the respective contractors or vendors shall not have recourse, directly or indirectly to the District, for the payment of any costs under such contract or any liability, claim or expense arising therefrom and that the Owner shall have sole liability for payment under such contract of all such amounts.

Section 1.6 **Submission of Reports; Approval or Rejection**. The right to submit one or more Reports to the District Board requesting the construction, acquisition and financing of all or a part of the District Financed Infrastructure or any public infrastructure purpose described in the General Plan, and the corresponding right to request the issuance of Bonds, shall be reserved exclusively (except as specifically provided in the following sentence) to the Owner until 15% or less of the developable acreage within the District is owned by the Owner or its affiliates (the *"Owner Exclusive Period"*). Bonds issued during the Owner Exclusive Period at the request of the Owner are hereinafter referred to as *"Owner Bonds."* All Bonds that are not Owner Bonds are hereinafter referred to as *"Third Party Bonds."* From and after the end of the Owner Exclusive Period, any third party owning real property within the District, including the Owner, and the District at any time during or after the Owner Exclusive Period if it is necessary to contain or alleviate a threat to public health and safety of the residents in the District, shall have the right to submit to the District Board one or more Reports pertaining to the issuance of Third Party Bonds to finance the construction, acquisition or installation of all or a part of the public infrastructure improvements described in the General Plan.

The District Board, exercising its sole discretion, may thereafter approve or reject the Report and approve or reject the issuance of Bonds, whether they be Owner Bonds or Third Party Bonds.

Section 1.7 **Withdrawal of Reports**. Notwithstanding Section 1.6 above, Owner shall be permitted to withdraw any Report submitted by Owner from consideration by the District at any time before the conclusion of the hearing thereon. In the event of such a withdrawal, the District Board shall not approve the Report or adopt any resolution which would effect an implementation of any part of the transaction described in such Report. Owner shall be permitted to resubmit any such withdrawn Report or any Report which has been rejected by the District Board and then amended by Owner, at such time as Owner may, in its sole discretion, deem advisable. The Owner is responsible for the costs incurred prior to the withdrawal, including consultant fees.

Section 1.8 **Impact Fees and Credits**. The Municipality may impose development fees on the Property pursuant to A.R.S. Section 9-463.05 notwithstanding that Bonds may have been issued to finance public infrastructure within the District of the same type or purpose. The Municipality and District will determine an appropriate credit against such

development fees for District Property as specified in the Code of the Municipality and as otherwise required by law.

The Owner on behalf of itself and all other parties having an interest in the Property intends to encumber the Property with the following agreements and waivers. Owner agrees and consents to all the conditions imposed by this Agreement, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action for diminution in value to the Property the owner of the Property may have now or in the future under the provisions of Arizona Revised Statutes Sections 12-1134 through and including 12-1136 resulting from this Agreement or from any "land use law" (as such term is defined in the aforementioned statute sections) expressly permitted by this Agreement or any other development agreement between the Owner and the District regarding District Financed Infrastructure to be enacted, adopted or applied by the Municipality now or hereafter. Owner acknowledges and agrees the terms and conditions set forth in this Agreement cause an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions expressly permitted by this Agreement and adopted or applied by the Municipality or the District to the Property.

ARTICLE II

CONSTRUCTION OF PROJECTS BY OWNER

Section 2.1 **Construction by Owner**.

(a) **At Owner's Expense**. Subject to the other terms and provisions of this Agreement, Owner at its sole cost and expense may, unless the procedure to have the District construct the public infrastructure improvements as described in Article IV hereof is followed, cause the public infrastructure improvements or purposes, including but not limited to those improvements described in the General Plan (collectively, the "*Acquisition Infrastructure*" and as detailed in the General Plan on a project-by-project basis as an "*Acquisition Project*" or the "*Acquisition Projects*") to be provided for pursuant to plans and specifications approved by the Municipality (the "*Plans and Specifications*").

(b) **Compliance with Applicable Codes, Etc**. Each Acquisition Project shall be constructed in a good and workmanlike manner in compliance with all applicable standards, codes, rules, guidelines or regulations of the Municipality, as in effect from time to time, for the same or comparable construction projects of the Municipality.

Section 2.2 **Public Procurement**. Each Acquisition Project shall be bid in one or more parts pursuant to the Public Procurement Requirements and the requirements set forth in Section 1.5 of this Agreement. Any contracts for such work shall be hereafter referred to as the "*Acquisition Project Construction Contracts*" and individually as an "*Acquisition Project Construction Contract*". Plans, specifications, procurement documents and procurement procedures are subject to review and approval by the District. Bids and other procurement submittals will be submitted to, or as directed by, the District for opening and review. No award

of an Acquisition Project Construction Contract shall be made without the concurrence of the District.

Section 2.3 **Project Costs; Change Orders**. The total bid amount of any Acquisition Project Construction Contract plus any other costs of the Acquisition Project that are not required to be bid pursuant to the Public Procurement Requirements shall be submitted for review to and if acceptable, approved by the Manager for the District (the "*District Manager*") or his designee and the engineer for the District (the "*District Engineer*"). The total bid amount of any Acquisition Project Construction Contract that is to be paid from Bond proceeds shall not exceed the estimated cost of the Acquisition Project set forth in the approved Report. Any change order to any Acquisition Project Construction Contract shall be subject to approval by the District Engineer and District Manager (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the Certificate of the Engineers; provided, however, that any change order increasing the amount of an Acquisition Project Construction Contract by more than 10% of the original contract amount or modifying significantly the scope of the work otherwise shall be subject to approval by the District Board. Any increase in cost caused by any change order shall be the sole responsibility of Owner provided that such increase in cost caused by an approved change order may be included by Owner in any applicable Segment Price pursuant to Section 3.2 hereof.

Section 2.4 **At Owner's Risk**. As between Owner, the Municipality and the District, Owner shall bear all risks, liabilities, obligations and responsibilities under each Acquisition Project Construction Contract and all risk of loss of or damage to any Acquisition Project (or any part thereof) occurring prior to the time of acquisition by the District of such Acquisition Project (or part thereof).

Section 2.5 **Prior Conveyance Not a Bar**. The prior conveyance or dedication of easements, rights-of-way or public infrastructure shall not affect or proscribe Owner's right to construct public infrastructure improvements or purposes thereon or to be paid or reimbursed for such construction upon acquisition by the District.

ARTICLE III

ACQUISITION OF PROJECTS FROM OWNER

Section 3.1 **Acquisition by District**.

(a) **Purchase**. Subject to the other terms and provisions of this Agreement and after the District Board, exercising its sole discretion, approves a Report pertaining to the applicable Acquisition Project, Owner shall sell to the District, and the District shall acquire from Owner, each Acquisition Project, together with all real property or interests therein necessary to construct, operate and maintain the District Financed Infrastructure (collectively, the "*Necessary Public Property*"), as a whole (the entire Acquisition Project) or, if applicable, in completed, discrete portions as determined by the District Engineer and the District Manager and in accordance with the Plans and Specifications (referred to herein as a "*Segment*") at the price for the Acquisition Project or, if applicable, each Segment (the "*Project Price*" or the "*Segment Price*"

as applicable) established as provided in Section 3.2 hereof. At the request of the District, the Owner shall convey any acquired Acquisition Project or Segment(s) and the Necessary Public Property, together with a direct assignment of any warranties, guarantees and bonds.

(b) **Financing; Limited Liability**. Any such acquisition shall be financed (i) at any time before the sale and delivery of any of the Bonds only pursuant to Section 5.1(a) hereof and (ii) at any time after the sale and delivery of any of the Bonds only pursuant to Section 5.1(b) hereof. Payment of the Project Price or Segment Price is subject to the availability of proceeds of District Bonds as described in Section 5.1.

(c) **Compensation Limited**. Owner has not been and shall not be compensated for any of the Acquisition Infrastructure except as provided by this Agreement. The District shall not be liable for any payment or repayment to Owner therefor except as provided by this Agreement.

(d) **No Prior Dedication**. As of the date of this Agreement, none of the Acquisition Infrastructure has been dedicated by Owner or accepted by the District or the Municipality or offered for dedication by Owner or acceptance by the District or the Municipality.

Section 3.2 **Determining Project Price**.

(a) **Actual Costs**. The Project Price for an Acquisition Project or the Segment Price for a Segment, as applicable, shall be equal to the sum of the amounts bid (together with or net of any approved change orders), and approved pursuant to Section 2.3 hereof, plus any other amounts that are not required to be bid pursuant to the Public Procurement Requirements but are approved pursuant to Section 2.3 hereof, and actually paid by Owner for (l) third-party design and/or engineering of the Acquisition Project or Segment, (2) construction and or installation of the Acquisition Project or Segment pursuant to the Acquisition Project Construction Contract for such Acquisition Project or Segment, (3) inspection and supervision of the construction of the Acquisition Project or Segment by the District for performance under such Acquisition Project Construction Contract and a reasonable third-party construction management fee, and (4) other miscellaneous and incidental costs relating to the construction and/or installation of such Acquisition Project or Segment allowed by the Act and approved in the Report, but not including any Necessary Public Property.

(b) **Certificate of Engineers**. The determination of the Project Price or the Segment Price shall be certified in the Certificate of the Engineers for that Acquisition Project or the applicable Segment.

Section 3.3 **Conditions for Payment**. The District shall pay the Project Price or the Segment Price, as applicable, for and acquire from Owner, and Owner shall, subject to Section 5.1(a)(ii) below, accept the Project Price or the Segment Price for and sell to the District, the Acquisition Project or Segment as provided in Section 3.1 hereof after the approval of the Report and after receipt by the District Manager of the following with respect to the Acquisition Project or Segment, in form and substance reasonably satisfactory to the District Manager:

(i) the Certificate of the Engineers;

(ii) the "Conveyance for Segment of Project" either substantially in the form of *Exhibit "D"* hereto or otherwise in form and substance satisfactory to the District Manager (hereinafter referred to as a "*Conveyance*");

(iii) evidence that all Necessary Public Property has been conveyed to the Municipality and public access to the Segment or the Acquisition Project, as applicable, has been or will be provided to the Municipality;

(iv) the assignment of all contractors' and materialmen's warranties and guarantees as well as payment and performance bonds;

(v) an acceptance letter or such other evidence of acceptance as required by the Municipality, issued by the Municipality and by its terms subject specifically to recordation of the Conveyance of the Acquisition Project or Segment, as applicable, which is the subject of such letter or other evidence of acceptance; and

(vi) such other documents, instruments, approvals or opinions as may reasonably be requested by the District Manager including, with respect to any Necessary Public Property, title reports, insurance and opinions and evidence satisfactory to the District Manager that any Necessary Public Property to be acquired does not contain environmental contaminants which make such real property unsuitable for its intended use or, to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such Necessary Public Property will be made suitable for its intended use and the sources of funds necessary to accomplish such purpose.

Section 3.4 **Conveyance of Necessary Public Property**. The Owner shall convey to the District, or if directed by the District and consented to by the Municipality, dedicate to the Municipality, without cost, all Necessary Public Property required for the operation and maintenance of the Acquisition Project or Segment, as applicable. The Necessary Public Property required shall be similar to the requirements for construction projects of the Municipality similar to the particular Acquisition Project or the particular Segment, as applicable. Nothing contained in this Agreement shall prohibit the submission of a Report requesting reimbursement for land, as may be permitted in the CFD Guidelines.

Section 3.5 **Conveyance to Other Governmental Body**. If a Report approved by the District provides for the conveyance of any public infrastructure described therein to a governmental body other than the Municipality, then nothing herein is intended to prohibit or preclude the conveyance of that public infrastructure to such governmental body, and the applicable provisions of Sections 3.3 and 3.4 above shall be deemed modified to refer to such governmental body, rather than to the Municipality.

ARTICLE IV

CONSTRUCTION OF PROJECTS BY THE DISTRICT

Section 4.1 **Construction by District.**

(a) **Generally**. Subject to the other terms and provisions of this Agreement, the District, after the District Board, exercising its sole discretion, approves a Report, prior to the bidding therefor, may cause any of the public infrastructure described in the General Plan (hereinafter referred to if constructed pursuant to the provisions of this Article IV as collectively the "*Constructed Infrastructure*" and as detailed in the General Plan on a project-by-project basis a "*Construction Project*" or the "*Construction Projects*") to be constructed pursuant to the Plans and Specifications.

(b) **Similar Requirements**. The Construction Projects shall be constructed in accordance with the requirements for construction projects of the Municipality similar to the Construction Projects unless heretofore agreed otherwise by the Municipality.

Section 4.2 **Contracts**. The Construction Projects shall be bid in one or more parts by and in the name of the District pursuant to the Public Procurement Requirements, and contracts shall be entered into by the District (hereinafter referred to as collectively the "*Construction Project Construction Contracts*" and as individually a "*Construction Project Construction Contract*").

Section 4.3 **Convey Necessary Public Property**. Prior to bidding any contract for the construction of a Construction Project, as a condition to the District proceeding with a Construction Project, the Owner shall convey to the District, without cost, or if directed by the District and consented to by the Municipality, dedicate to the Municipality (or other governmental body identified in the Report approved by the District), without cost, all Necessary Public Property required for the construction, operation and maintenance of the public improvements comprising the Construction Projects. The type, size and terms of the Necessary Public Property required for the construction, operation or maintenance of the Construction Project shall be similar to the requirements for construction projects of the Municipality similar to the Construction Projects. In addition, such conveyance shall occur after receipt by the District Manager of the following with respect to such Necessary Public Property, in form and substance reasonably satisfactory to the District Manager:

(i) a special warranty deed, plat or map of dedication, or easement from the Owner for such Necessary Public Property executed by an authorized officer of the Owner,

(ii) such environmental assessments or other evidence satisfactory to the District Manager that such Necessary Public Property does not contain environmental contaminants which make such Necessary Public Property unsuitable for its intended use or to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such Necessary Public Property will be made suitable for its intended use, a plan for remediation of such contaminants, if required by the District Manager and the sources of funds necessary to accomplish such purpose, and

(iii) such other documents, instruments, approvals or opinions as the District Board may reasonably request including title reports, insurance and opinions.

Section 4.4 **Limited Compensation**. Owner has not been and shall not be compensated for any costs of any Construction Project except as provided herein.

Section 4.5 **Approval of Report**. Construction of any Construction Project has not and shall not commence prior to the approval of the Report as required by, and for all purposes of, the Act and conveyance or dedication of a Necessary Public Property as provided in Section 4.3 hereof.

Section 4.6 **Financing; Limited Liability**. Any such construction or acquisition shall be financed (i) at any time before the sale and delivery of any of the Bonds only pursuant to Section 5.2(a) hereof and (ii) at any time after the sale and delivery of any of the Bonds only pursuant to Section 5.2(b) hereof. Payment of the costs of any Construction Project is subject to the availability of proceeds of District Bonds as described in Section 5.2.

ARTICLE V

FINANCING OF PROJECTS

Section 5.1 **Acquisition Projects**.

(a) **Before Bond Sale**.

(i) To provide for any acquisition of an Acquisition Project or a Segment occurring before the sale and delivery of any Bonds, the Project Price or, if applicable, the Segment Price(s) for Segment(s) comprising an Acquisition Project shall be paid by Owner subject to payment and acquisition by the District pursuant to the terms of this Agreement and the Conveyance of the Acquisition Project or Segment.

(ii) As soon as possible after the sale and delivery of any Bonds issued for the purpose of acquiring an Acquisition Project or any Segment, the amount of the Project Price for the Acquisition Project or the Segment Price of a Segment paid by the Owner prior to the sale and delivery of the Bonds shall, subject to the requirements of Section 3.3 hereof, be paid to Owner from, and only from, the proceeds of the sale and delivery of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment. Neither the District nor the Municipality shall be liable to Owner (or any contractor or assigns under any Contract) for payment of any Project Price or Segment Price except, the District shall be liable to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment, are available for such purpose. No representation or warranty is given by the District, or District Board that Bonds will be approved for issuance and sale by the District Board, can be sold by the District, or that sufficient proceeds from the sale of the Bonds shall be available to pay any Project Price or Segment Price. The foregoing is not intended to limit the right of Owner to payment for any amount of the Project Price or Segment Price paid by

Owner in excess of the proceeds from the sale of the Bonds if the District thereafter finances such amount from future Bond proceeds, and the District and the Municipality shall reasonably cooperate with Owner in preserving the right to any such future payment.

(iii) Until the sale and delivery of the Bonds issued and sufficient for the purpose of acquiring an Acquisition Project or any Segment, the District shall not have any obligation to repay Owner for any payment made by Owner to pay any Project Price or Segment Price.

(b) **After Bond Sale**.

(i) Any acquisition of an Acquisition Project or any Segment occurring after the sale and delivery of any Bonds issued for the purpose of acquiring an Acquisition Project or any Segment shall, subject to the requirements of Section 3.3 hereof, be provided for by the payment of the Project Price or Segment Price from, and only from, the proceeds of the sale and delivery of the Bonds issued and sufficient for the purpose of acquiring an Acquisition Project or any Segment.

(ii) Until the sale and delivery of the Bonds issued and sufficient for the purpose of acquiring an Acquisition Project or any Segment, the District shall have no obligation to pay such Project Price or Segment Price. Neither the District nor the Municipality shall be liable to Owner (or any contractor or assigns under any Contract) for payment of any Project Price or Segment Price except, the District shall be liable to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment, are available for such purpose. No representation or warranty is given by the District or the District Board that Bonds will be approved for issuance and sale by the District Board, can be sold by the District or that sufficient proceeds from the sale of the Bonds issued for the purpose of acquiring an Acquisition Project or any Segment, shall be available to pay such Project Price or Segment Price. The foregoing is not intended to limit the right of Owner to payment for any deficiency between the proceeds from the sale of the Bonds and the amount of any Project Price or Segment Price paid by Owner if the District thereafter finances such amount from other or future Bonds and the District and the Municipality shall reasonably cooperate with Owner in preserving the right to any such future payment.

(c) **If Sufficient Bonds Not Issued**. If the Bonds are not issued or if the proceeds of the Bonds are insufficient to pay all of the Project Price or Segment Price, there shall be no recourse to the District or the Municipality and the District and the Municipality shall not have liability with respect to, the Project Price or Segment Price, except, the District shall be liable for payment only from the proceeds of the sale of the Bonds, if any. Nothing contained in this Section 5.1 shall obligate the Municipality to pay for any Segment Price or Acquisition Infrastructure from any monies of the Municipality. The foregoing is not intended to limit the ability of the Owner to payment for any deficiency between the proceeds from the sale of the Bonds for such purpose and the amount of a Project Price or Segment Price, if the District thereafter finances such amount from future Bond proceeds.

Section 5.2 **Construction Project**.

(a) **Before Bond Sale**.

(i) To provide for amounts due pursuant to any Construction Project Construction Contract (including incidental costs relating thereto) (the "*Construction Costs*") after the biddings thereof but before the sale and delivery of any Bonds, such amounts shall be paid by Owner pursuant to the terms of this Agreement. Incidental costs related to a Construction Project Construction Contract shall include, without limitation, permits, staking costs, general conditions, engineering costs, and third-party construction management costs. Each payment of such Construction Costs by the Owner shall be evidenced by a written acknowledgement of the District Manager included as part of the written approval of the District Engineer of each pay request of the contractor for such Construction Project Construction Contract. Notwithstanding the foregoing but subject to payments by the Owner as a member of a group of either taxpayers or assessed parcel owners who, as a result of a uniformly applied tax or assessment methodology, is liable for payments relating to improvements financed in response to a Report submitted by the District, the Owner shall not be obligated to pay the Construction Costs for any public improvements financed by the District in response to a Report submitted by the District or a third party other than the Owner.

(ii) As soon as possible after the sale and delivery of any Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract and sufficient Bond proceeds are reserved to pay the remaining Construction Costs of a Construction Project Construction Contract, the total amounts of the Construction Costs paid by Owner prior to the sale and delivery of the Bonds shall be paid to Owner from, and only from, the proceeds of the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract. Neither the District nor the Municipality shall be liable to Owner (or any contractor or assigns under any Contract) for payment of any such Construction Cost amount except, the District shall be liable to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract are available for such purpose. No representation or warranty is given by the District or District Board that sufficient proceeds from the sale of any Bonds shall be available to pay such amounts of the Construction Costs paid by Owner. The foregoing is not intended to limit the right of Owner to payment for any amount of the Construction Costs paid by Owner in excess of the proceeds from the sale of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract if the District thereafter finances such amount from future Bonds and the District and the Municipality shall reasonably cooperate with Owner in preserving the right to any such future payment.

(iii) Until the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract, the District shall not have any obligation to repay Owner for any payment of a Construction Cost paid by Owner and after the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract such obligation shall be limited to the amount of the proceeds of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract available for such purpose.

(b) **After Bond Sale**.

(i) Any Construction Cost amounts due pursuant to any Construction Project Construction Contract after the sale and delivery of any of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract shall be provided for by the payment of such Construction Cost amounts from, and only from, the proceeds of the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract.

(ii) Until the sale and delivery of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract, the District shall have no obligation to pay such Construction Cost amounts. Neither the District nor the Municipality shall be liable to Owner for payment of any such Construction Cost amount except, the District shall be liable to the extent unencumbered proceeds of the sale of the Bonds issued for the purpose of paying the Construction Costs of a Construction Project Construction Contract are available for such purpose. No representation or warranty is given by the District or District Board that the Bonds can be sold by the District, or that sufficient proceeds from the sale of the Bonds shall be available to pay such Construction Cost amounts.

(c) **If Sufficient Bonds Not Issued**. If the Bonds are not issued or if the proceeds of the sale of the Bonds are insufficient to pay any or all of the amounts described in Subsections (a) or (b), there shall be no recourse to the District or the Municipality and the District and the Municipality shall have no liability with respect to any Construction Project Construction Contract, except, the District shall be liable for payment only from the proceeds of the sale of the Bonds. Nothing contained in this Section 5.2 shall obligate the Municipality to pay for any Construction Cost from any monies of the Municipality.

ARTICLE VI

MATTERS RELATING TO THE BONDS AND OTHER OBLIGATIONS OF THE DISTRICT

Section 6.1 **Bonds Generally**.

(a) **Submission of Report; Approval of Bonds**. Upon the submission of a Report, and upon a date established by the District Manager, the District Board shall, in its sole, unfettered discretion, take all such reasonable action necessary for the District to consider the approval or rejection of the Report. If the Report is approved, the District Board may take all reasonable action necessary to issue and sell the Bonds pursuant to the terms and conditions as may be established by the District Board in connection with its approval of the Report (the "*Approval*"), and the provisions of the CFD Guidelines and the Act.

(b) **Sale of Bonds; Amount**. The Bonds may be sold in one or several series, in an amount sufficient (i) to pay the Acquisition Price or the Segment Prices for the Acquisition Infrastructure and all Construction Costs relating to any Construction Project Construction Contract for the Constructed Infrastructure, in each case as established pursuant hereto and in the

Approval (hereinafter referred to collectively as the "*Work*") which shall be based on the estimated costs and expenses indicated in the Report or the Approval (hereinafter referred to as the "*Estimate*"), (ii) to pay all other amounts indicated in any Report submitted as required by this Agreement, (iii) to pay all relevant issuance costs related to the applicable series of the Bonds, (iv) to pay capitalized interest for a period not in excess of that permitted by the Act and described in the Report or Approval, and (v) to the extent permitted by law, to fund a debt service reserve fund in an amount not in excess of that permitted by the Act and described in the Report or Approval (collectively, the "*Financeable Amount*").

(c) **Assessment Bonds; Amount**.

(i) Assessment Bonds shall be special assessment lien bonds payable from amounts collected from, among other sources, the hereinafter described special assessment (referred to as originally levied and as thereafter may be reallocated as described herein as the "*Assessments*").

(ii) The Assessments shall be based on the Financeable Amount indicated in the Report or the Approval. None of the Acquisition Project Construction Contracts or the Construction Project Construction Contracts applicable to the Work shall be required to be bid or awarded as a prerequisite to the levying of the Assessments.

(iii) The Assessments shall be levied pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as amended, as nearly as practicable or such other procedures as the District provides.

(iv) In the event of nonpayment of the Assessment, the procedures for collection thereof and sale of the applicable portion of the Property may be established by the District, or the District may adopt the procedures prescribed by Sections 48-601 through 48-607, Arizona Revised Statutes, as amended, as nearly as practicable, except that, under all procedures, neither the District nor the Municipality is required to purchase any of the Property at the sale if there is no other purchaser.

(v) To prepay, from property owner payments, in whole or in part the applicable portion of the Assessment, on any interest payment date, the following shall be paid in cash to the District: (A) the interest on such portion to the next date Bonds may be redeemed plus (B) the unpaid principal amount of such portion rounded up to the next highest multiple of the lowest authorized denomination of the Bonds plus (C) any premium due on such redemption date with respect to such portion plus (D) any administrative or other fees charged by the District with respect thereto.

(vi) The Owner hereby acknowledges that lenders and other parties involved in financing future improvements on the Property (including mortgages for single family residences) may require that liens associated with the Assessment (or applicable portions thereof) be paid and released prior to accepting a lien with respect to any such financing.

(vii) This Agreement shall be construed to be an express consent by the Owner that (A) the District Board may designate the boundaries of an Assessment area; (B) the

District may, with respect to the Property, incur costs and expenses necessary to complete the Work provided that the Work is a part of a Construction Project, and (C) the District may levy and collect the Assessments in amounts sufficient to pay all costs and expenses of the Financeable Amount, including the Work.

Section 6.2 **Requirements for Assessment Bonds**.

(a) **CFD Guidelines Apply**. Proceeds of the Assessment Bonds may be used for any purpose permitted by the Act. The terms and provisions of the Assessment Bonds and the manner of sale shall be established by the CFD Guidelines, except as such CFD Guidelines are modified by or inconsistent with, this Agreement or the Approval.

(b) **Appraisal; Coverage Ratio**. At the time of sale of the Assessment Bonds, an appraisal dated not earlier than six (6) months prior to the date of sale of the Assessment Bonds, in form and substance satisfactory to the District, in its sole and absolute discretion, and prepared by an MAI appraiser (the "*Appraisal*") must show that the wholesale (bulk) value of each assessed parcel or lot in any assessment area securing the Assessment Bonds (as improved by the public infrastructure described in the relevant Report) less five percent (5%), is worth at least six times (in the case of a public sale of Assessment Bonds) and four times (in the case of a sale of the Assessment Bonds to qualified institutional buyers [as defined in Rule 144A of the Securities Act of 1933, as amended], accredited investors [as defined in Rule 501(a), Regulation A of the Securities and Exchange Commission, as amended]) or sophisticated municipal market participants [as defined by the Municipal Securities Rulemaking Board], as much as the principal amount of the Assessment Bonds allocated to each assessed parcel.

(c) **Financial Assurance**. At the time of sale of the Assessment Bonds, and to the extent not already provided by the contractors pursuant to the Public Procurement Requirements, Owner shall provide or cause to be provided financial assurances in the form of escrowed cash, bonds, letter of credit or other similar assurances, accessible by the District and in each case in form acceptable to the District Manager, for amounts necessary to pay all costs and expenses associated with providing all the public infrastructure purposes described in the Report as well as any unpaid costs and expenses of any public infrastructure purposes not paid or payable from the proceeds of the sale of the Assessment Bonds because such proceeds are insufficient in amount for such purposes. The foregoing is not intended to limit the right of Owner to reimbursement for any amount advanced in excess of the proceeds from the sale of the Assessment Bonds if the District is able to finance such amount from other or future Assessment Bond proceeds, and the District and the Municipality shall reasonably cooperate with Owner in preserving the right to any such future reimbursement.

(d) **Reserve Fund**. Unless reduced by the District Board in the Approval, the amount of the Assessment Bonds and the "*sale proceeds*" thereof shall be sized to include an amount sufficient to fund a reserve to secure payment of debt service on the Assessment Bonds. Payment from such reserve shall not effect a reduction in the amount of the Assessment, and any amount collected with respect to the Assessment thereafter shall be deposited to such reserve to the extent the Assessment is so paid therefrom.

Section 6.3 **Requirements for General Obligation Bonds**.

(a) **CFD Guidelines Apply**. Proceeds of G.O. Bonds may be used for any purpose permitted by the Act. The terms and provisions of the G.O. Bonds and the manner of sale shall be established by the CFD Guidelines, except as such CFD Guidelines are modified by, or inconsistent with, this Agreement or the Approval.

(b) **Tax Levy for Bonds**. The District may annually levy and collect an ad valorem tax upon all taxable property in the District which shall be sufficient after giving prudent consideration to other funds available to the District to pay when due the principal of, interest on and premium, if any, on the G.O. Debt (as hereinafter defined) incurred by the District to finance the construction or acquisition of public infrastructure.

(c) **Limit on Tax Levy for Bonds**. No indebtedness (indebtedness shall not include maintenance, administrative or operation 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 ninety-five percent (95%) of the amount of ad valorem taxes estimated to be collected at a tax rate of not greater than three dollars ($3.00) per one hundred dollars ($100.00) of the secondary assessed value of the taxable property within the District, is sufficient to pay the highest combined debt service requirements for the proposed G.O. Debt and any other G.O. Debt outstanding. This limit shall apply instead of the lower limit that may be provided for in the CFD Guidelines. The secondary assessed value of the taxable property shall, for purposes of this paragraph, be equal to the value at the time of the issuance of the proposed G.O. Debt as shown in the records of the County Assessor. Notwithstanding the foregoing or any other provision of this Agreement, G.O. Debt may be authorized by the District Board in its sole discretion, for situations where a tax rate greater than three dollars ($3.00) per one hundred dollars ($100.00) of secondary assessed value of taxable property would be necessary to pay the highest combined debt service of the proposed and outstanding G.O. Debt, if other sources of revenue or additional security acceptable to the District Board are pledged to pay debt service on the G.O. Debt in an amount that, when combined with the taxes collected at three dollars ($3.00) tax rate or less, provides a sufficient amount to pay the highest combined debt service of the proposed and outstanding G.O. Debt.

(d) **Limit on Indebtedness**. At the time of sale of the G.O. Bonds, the full cash value of the taxable property in the District as shown in the records of the County Assessor shall be at least four (4) times the principal amount of the G.O. Bonds to be issued and the outstanding G.O. Debt.

Section 6.4 **General Requirements**. The following requirements are hereby established and required with respect to any financing by the District.

(a) **Limited Offering of Bonds; Transfer Restrictions**. The District may (but is not required to) impose offering and transfer restrictions with respect to any issue of Bonds. Such restrictions may include but are not limited to the following: Except as permitted below, the Bonds (Assessment Bonds or G.O. Bonds) shall be sold only to accredited investors (as defined in Rule 501(a), Regulation D of the Securities and Exchange Commission, as amended), qualified institutional buyers (as defined in Rule 144A of the Securities Act of 1933, as amended) or

sophisticated municipal market participants (as defined by the Municipal Securities Rulemaking Board). Secondary transfers of the Bonds will be permitted upon the execution by the subsequent bondholder of a certificate, in a form satisfactory to the District, which contains at a minimum, the following certifications:

(i) the purchaser of the Bond is either an accredited investor or a qualified institutional buyer or a sophisticated municipal market participant;

(ii) the purchaser of the Bond represents that it is knowledgeable in such investments, and has independently evaluated the factors associated with its investment decision and has not relied on the District or the Municipality for any due diligence or disclosure;

(iii) the purchaser is purchasing the Bond for its own account and not with a view towards distribution; and

(iv) the purchaser of the Bond acknowledges that further transfers of such investment shall require a similar certification;

If any such offering restrictions and/or transfer restrictions are imposed by the District in connection with any issue of Bonds, then such restrictions may terminate at the District's reasonable discretion upon: (1)(a) with respect to G.O. Bonds, the rating of the G.O. Bonds at "A" or higher, and, (b) with respect to Assessment Bonds, the rating of the Assessment Bonds at "A" or higher or the appraised value as required by Section 6.2(b) of the real property subject to assessment results in a value to lien ratio greater than 6 to 1 (including in the amount of the lien overlapping special assessment liens) or (2) the full economic defeasance of the Bonds by an irrevocable escrow or cash or U.S. government securities. If offering restrictions and/or transfer restrictions are required by the District in connection with any issue of Bonds, such offering and/or transfer restrictions shall be set out in the proceedings authorizing the issuance of such Bonds. Nothing herein is intended to preclude the District, in its proceedings authorizing the issuance of any Bonds, from providing for the termination of any transfer and/or offering restrictions on a date that is earlier than the foregoing termination date.

(b) **Disclosure of Limited Liability**. Any disclosure document prepared in connection with the offer or sale of Bonds must clearly indicate that neither the Municipality nor the State of Arizona or any political subdivision of either (other than the District) shall be liable for the payment or repayment of any obligation, liability, bond or indebtedness of the District, and neither the credit nor the taxing power of the Municipality, the State of Arizona, or any political subdivision of either (other than the District) shall be pledged therefor.

(c) **Disclosure to Purchasers**. A disclosure document must be provided by Owner or Owner's successor to each potential purchaser of a residential lot within the District disclosing the existence of an Assessment or tax (assuming such Assessment or tax remains at the time of sale to the potential purchaser). Each potential purchaser must acknowledge in writing that the purchaser received and understood the disclosure document. The District shall maintain records of the written acknowledgments. To provide evidence satisfactory to the District Board that any prospective purchaser of land within the boundaries of the District has been notified that such land is within the boundaries of the District and that the Bonds may be then or in the future

outstanding, a disclosure pamphlet substantially in the form of *Exhibit "E"* hereto (the "*Pamphlet*") shall be produced; provided, however, that the Pamphlet may be modified as necessary in the future to adequately describe the District and the Bonds and source of payment for debt service therefor as agreed by the District Board and Owner.

(d) **Continuing Disclosure Undertaking**. Each Obligated Person (as defined in Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (the "*Rule*")) shall execute and deliver, and thereafter comply with and carry out all the provisions of, a "*Continuing Disclosure Undertaking*" with respect to the Bonds which shall be in a form satisfactory to the District and the purchaser of the Bonds for such purchaser to comply with the requirements of the Rule.

ARTICLE VII

ACCEPTANCE BY THE MUNICIPALITY; MAINTENANCE; APPLICABILITY OF THE INTERGOVERNMENTAL AGREEMENT ACT

Section 7.1 **Acceptance of Improvements**. Upon satisfaction of the terms for acceptance set forth in this Agreement, and simultaneously with the payment of the related Project Price, Segment Price or Construction Costs of a Construction Project, the Acquisition Project or Segment of Acquisition Infrastructure or the Construction Project, as the case may be, shall be accepted by the Municipality (unless it is to be conveyed to another governmental body pursuant to the terms of the Report approved by the District with respect thereto), subject to the conditions pursuant to which facilities such as the Acquisition Project, Segment or Construction Project, as the case may be, are typically accepted by the Municipality and shall be made available for use by the general public.

Section 7.2 **District Expenses**.

(a) **District Administrative Expenses**. "*District Administrative Expenses*" shall include all the operating and administrative costs and expenses of the District, including but not limited to, District Consulting Costs, Municipality Services (as hereafter defined) and that portion of Municipality Overhead (as hereinafter defined) related to operating and administrative functions of the District. District Administrative Expenses will not include any costs or expenses paid by the District from revenues or taxes collected to pay the Debt Service (as such term is defined in the Act) on any Bonds of the District. District Administrative Expenses shall include Municipality Services and Municipality Overhead.

(b) **District Maintenance Expenses**. "*District Maintenance Expenses*" shall include all maintenance and operational costs and expenses, including a Replacement Reserve Amount, of any Segment, Construction Project or other public improvement financed by the District. District Maintenance Expenses shall include Municipality Services and that portion of Municipality Overhead related to the maintenance functions of the District.

(c) **Replacement Reserve Amount**. "*Replacement Reserve Amount*" shall mean an amount calculated in accordance with the District Engineer's determination of the useful

life of each component of the public improvements and, in the absence of such determination, in accordance with the statements and pronouncements of the Government Accounting Standards Board. The Replacement Reserve Amount shall include and be limited to a replacement or depreciation reserve for the following improvements financed by the District: (i) water system improvements, other than transmission lines, (ii) sewer treatment plants and facilities, including improvements, other than collection lines, relating to the disposal of solids, and (iii) any other depreciable capital public improvements, provided the Municipality has established and funded similar replacement or depreciation reserves for substantially all like kind capital public improvements elsewhere in the Municipality that were not financed by the District.

With respect to District Maintenance Expenses relating to the water system and sewer system utility enterprises, such applicable District Maintenance Expenses shall be reduced by the amount of water or sewer system revenues received from the consumers located in the District. To the extent that the Municipality or the District establish rates for water or sewer services within the District that are less than rates charged elsewhere in the Municipality, the amount of revenues deemed received from consumers located in the District shall be computed as though the rates charged to such consumers were the same as the rates charged elsewhere in the Municipality.

(d) **Enhanced Maintenance Expenses**. "*Enhanced Maintenance Expenses*" shall mean all District Maintenance Expenses attributable to any Acquisition Project, Segment, Construction Project or other public improvement financed by the District or part thereof, other than water improvements or sewer treatment facilities, that are in excess of the maintenance and operational expenses normally incurred by the Municipality in connection with maintaining or operating a similar public service or improvement (the "*Standard Municipality Expense*"). The Standard Municipality Expense will be established by the Municipality using actual historical costs and expenses and the Municipality's management/accounting practices. By example and not as a limitation, the Municipality will establish its Standard Municipality Expense related to right-of-way landscaping and if the Owner installs enhanced landscaping, other than at the specific request of the Municipality, the costs and expenses in excess of the Standard Municipality Expense incurred to maintain the landscaping shall constitute Enhanced Maintenance Expenses.

In establishing the Standard Municipality Expenses, the Municipality shall annually review its actual costs, excluding the actual costs in the District or any other community facilities district providing enhanced services or public improvements. Enhanced Maintenance Expenses shall not include maintenance and operation expenses attributable to enhanced public service levels or public improvements if such enhanced public service levels or public improvements were imposed on the Owner by the Municipality and the Owner would have not otherwise provided such enhancements.

(e) **Charges of Municipality**. District Administrative Expenses and District Maintenance Expenses shall include a charge by the Municipality to the District for: (i) the reasonable cost of Municipality services provided directly to the District ("*Municipality Services*"), and (ii) Municipality overhead expenses allocated to the District ("*Municipality Overhead*"). Any charge of Municipality Services shall be the cost of those services provided to the District by the Municipality calculated using sound management/accounting principals. Any charge of Municipality Overhead to the District shall be made by the Municipality pursuant to

sound management/accounting practices consistently applied by the Municipality in allocating costs, expenses and funded depreciation reserves to its service areas, departments or special projects. Owner shall have the right to review and comment to the Municipality upon the allocation practices and methodologies used in allocating Municipality Services or Municipality Overhead and have the right, at Owner's expense and during normal business hours, to review the Municipality's records to verify the costs and expenses of the Municipality.

(f) **Uniform Application**. District Administrative Expenses, District Maintenance Expenses, Municipality Services and Municipality Overhead shall be applied in accordance with reasonable accounting practices uniformly to all similarly situated public improvements located in similarly situated community facilities districts located within the Municipality.

Section 7.3 **O&M Tax**.

(a) **Amount of O&M Tax**. The District Board shall levy and collect a maintenance and operation ad valorem tax not to exceed thirty cents ($.30) per one hundred dollars ($100.00) of assessed valuation on all taxable property within the District ("*O&M Tax*"). To the extent the proceeds from the O&M Tax exceed the expenses and costs described in this Article VII, such O&M Tax shall be reduced to provide a proper matching of proceeds to expenses.

(b) **Use Proceeds of O&M Tax**. The proceeds of the O&M Tax may be used by the District for any lawful maintenance, operational or administrative purpose as provided in the Act. While the Owner is obligated to pay any amounts pursuant to Section 7.4 of this Agreement, the O&M Tax shall be applied only to the following expenses and in the following priority: (i) payment of District Administrative Expenses; (ii) payment of Enhanced Maintenance Expenses; (iii) payment of District Maintenance Expenses, other than District Maintenance Expenses described in Section 7.4(b)(i) below; and (iv) District Maintenance Expenses described in Section 7.4(b)(i) below.

Section 7.4 **Owner or HOA Maintenance Obligation**.

(a) **Landscaping**. Notwithstanding the levy and collection of the O&M Tax or the dedication and acceptance by the District or Municipality of any Acquisition Project, Segment, Construction Project or other public improvement financed by the District, Owner, or a homeowner's association, if such homeowner's association is, to the satisfaction of the District, legally obligated to pay and is comprised of more than one thousand (1,000) homes ("*HOA*") shall maintain, at its expense, all landscaping located within any park (except as otherwise expressly agreed with respect to a public park), right-of-way or public easement within the District or otherwise financed by the District.

(b) **District Administrative and Maintenance Expenses**. Notwithstanding the levy and collection of the O&M Tax or the dedication and acceptance by the District or Municipality of any Acquisition Project, Segment, Construction Project or other public improvement financed by the District, Owner (or an HOA if, to the satisfaction of the District or Municipality, the HOA is legally obligated and is financially capable of bearing the costs) agrees

to pay the following expenses to the extent all or part of such expenses are not paid by the O&M Tax subject to Section 7.4(c) below: (i) the District Administrative Expenses; (ii) the Enhanced Maintenance Expenses; and (iii) the District Maintenance Expenses, other than Enhanced Maintenance Expenses.

Further, notwithstanding the foregoing, the Owner (or HOA, as applicable) shall not be obligated to pay the amounts owing pursuant to Section 7.4(b) for any public improvements financed by the District in response to a Report submitted by the District or a third party other than the Owner, provided however, Owner as a member of a group of either taxpayers or assessed parcel owners who, as a result of a uniformly applied tax or assessment methodology is liable for payments relating to improvements financed in response to a Report submitted by the District, shall have all rights and obligations established by the proceedings, including the right to protest and the obligation to pay amounts owed.

(c) **Maintenance Threshold**. The District or Municipality, with the participation of the Owner's engineer, shall establish at the time of the submission of the Report boundaries of the served or benefited area (the "*Benefit Area*") for each Acquisition Project, Segment or Construction Project. The Owner (or HOA, as applicable) shall not be obligated to pay the expenses described in Section 7.4(b) hereof (other than Enhanced Maintenance Expenses) after the date ninety-five percent (95%) of the area benefited by the particular Acquisition Project, Segment, Construction Project or other public improvement financed by the District has been developed, based on the development entitlements in effect from time to time within such benefited area (the "*Maintenance Threshold*"). While the Owner's obligations under Section 7.4(b) are in effect, District Maintenance Expenses shall not include expenses related to street maintenance of streets within a Benefit Area that has satisfied the Maintenance Threshold.

Section 7.5 **Intergovernmental Agreement Act**. Notwithstanding any other provision of this Agreement to the contrary, the provisions of Article V, Article VII, Sections 8.1 and 9.3 through 9.19, inclusive, are the only provisions that are effective for, from and against the Municipality for purposes of the Intergovernmental Agreement Act and as the Intergovernmental Agreement Act is intended to be applied for purposes of this Agreement.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 **Indemnification**.

(a) **Generally**. The Owner or such other financially acceptable entity determined by the District Manager (1) shall indemnify and hold harmless the Municipality and the District and each council member, director, trustee, partner, member, officer, official, independent contractor or employee thereof and each person, if any, who controls the Municipality and/or the District within the meaning of the Securities Act of 1933, as amended (hereinafter the Securities Act of 1933 and the Securities Exchange Act of 1934 are referred to as the "*Securities Acts*"), (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, relating to: (i) the

formation, activities or administration of the District; (ii) the levy and collection of any tax or assessment; (iii) the offer or sale of any Bonds; (iv) the claims of any contractor, vendor, subcontractor or supplier under any Acquisition Project Construction Contract or Construction Project Construction Contractor, or (v) or the carrying out of the provisions of this Agreement, including particularly but not by way of limitation (A) any Acquisition Project, Acquisition Project Construction Contract, and Construction Project, (B) any claim, loss, lawsuit, administrative action or other challenge to which any such Indemnified Party may become subject, under the Securities Acts or any other statute or regulation at law or in equity or otherwise, including but not limited to, losses, claims, damages or liabilities (or actions in respect thereof) arising out of or based upon any untrue statement or alleged untrue statement of a material fact set forth in any offering document relating to the Bonds, or any amendment or supplement thereto, or arising out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect, or (C) 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 Owner (which consent shall not be unreasonably withheld); and (2) shall, subject to the Owner's rights to defend in (c) below, reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action.

(b) **Limitation**. This Section shall not be applicable to matters involving any gross negligence or willful misconduct of any Indemnified Party. Notwithstanding anything herein to the contrary, Section 8.1(a) shall not be applicable to any loss, claim, damage or liability relating to: (i) the activities or administration of the District with respect to public infrastructure improvements in Benefit Areas as to which the Maintenance Threshold has been achieved or with respect to District Financed Infrastructure not constructed by or at the request of any Owner pursuant to this Agreement, (ii) the levy and collection of any tax or assessment in order to pay District Administrative Expenses or District Maintenance Expenses which the Owners are not obligated to pay or in order to provide for the payment of Third Party Bonds; (iii) the offer or sale of any Third Party Bonds; or (iv) the claims of any contractor, vendor, subcontractor or supplier under any Contract which is not initiated by an Owner pursuant to this Agreement. Nothing in this Section 8.1 is intended to extend any warranty on the public infrastructure improvements nor limit the ability of the District to charge for maintenance pursuant to Section 7.2 of this Agreement.

(c) **Procedure**. 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 Owner, an Indemnified Party shall notify the Owner in writing of the commencement thereof and provide a copy of the written threat received by such Indemnified Party. Failure of the Indemnified Party to give such notice shall reduce the liability of the Owner by the amount of damages attributable to the failure of the Indemnified Party to give such notice to the Owner, but the omission to notify the Owner of any such action shall not relieve the 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 the Owner of the commencement thereof, the Owner may, or if so requested by such

Indemnified Party shall, participate therein or defend the Indemnified Party therein, with counsel satisfactory to such Indemnified Party and Owner (it being understood that, except as hereinafter provided, the Owner shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from the Owner to such Indemnified Party of an election so to assume the defense thereof, the 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; provided, however, that unless and until the Owner defends any such action at the request of such Indemnified Party, the Owner shall have the right to participate at its own expense in the defense of any such action. If the Owner shall not have employed counsel to defend 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 the Owner (in which case the Owner shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, the legal and other expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by the Owner.

ARTICLE IX

MISCELLANEOUS

Section 9.1 **Tax Covenant**. None of the Municipality, the District nor the Owner shall knowingly take, or cause to be taken, any action which would cause interest on any Bond to be includable in gross income for federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended.

Section 9.2 **Pamphlet**.

(a) **Preparation of Pamphlet**. To provide evidence satisfactory to the District Manager that any prospective purchaser of land within the boundaries of the District has been notified that such land is within the boundaries of the District and that the Bonds may be then or in the future outstanding, the Pamphlet shall be produced; provided, however, that the Pamphlet may be modified as necessary in the future to adequately describe the District and the Bonds and source of payment for debt service therefor as agreed by the District Manager and the Owner.

(b) **Distribution of Pamphlet; Disclosure Statement**. The Owner shall require that each homebuilder to whom the Owner has sold land shall:

(i) provide the Pamphlet to any prospective purchaser of land;

(ii) cause any purchaser of land to sign a disclosure statement upon entering into a contract for purchasing such land, such disclosure statement to acknowledge receipt of a copy of the Pamphlet and to disclose the effect of the special assessments on the District of the Bonds in a form reasonably acceptable to the District Manager;

(iii) provide a copy of each fully executed disclosure statement to be filed with the District Manager; and

(iv) provide such information and documents, including audited financial statements to the District, but only to the extent necessary for the District's compliance with Rule 15c2-12 of the Securities Exchange Act of 1934.

Section 9.3 **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns; provided, however, that none of the parties hereto shall be entitled to assign its right hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld or delayed.

Section 9.4 **Further Assurances**. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 9.5 **Entire Understanding; Amendment**. This Agreement, by and among the Municipality, the District and the Owner sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 9.6 **Release of Public Lots**. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any residential lot or residential unit which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof (a "Public Lot") and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement, but shall continue to be subject to taxes and assessments made or levied before or after such sale and shall continue to be a part of the District. Upon the written request of the Owner or any other person, the District shall execute such documents or instruments as the Owner or such other person shall reasonably request in order to release any Public Lot from the provisions of this Agreement. Costs of the release shall be paid by the person requesting the release.

Section 9.7 **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

Section 9.8 **Waiver**. The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 9.9 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instruments.

Section 9.10 **Release and Discharge**. This Agreement supersedes all previous written or oral agreements or understandings regarding the subject matter of this Agreement. The Owner knowingly and voluntarily forever releases and discharges the Municipality and all of its past and present elected officials, officers, directors, agents, employees, successors, assigns, attorneys, and representatives from all legal and equitable claims, causes of action, debts, accounts, and damages, known or unknown, asserted or unasserted, and of every nature and extent whatsoever, that the Owner has against the Municipality, and arising from actions, omissions, delays or other events that occurred prior to the date of this Agreement.

Section 9.11 **Cancellation; Covenant**. Pursuant to and for purposes of Section 38-511, Arizona Revised Statutes, as amended, the Municipality and the District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, is, at any time while this Agreement is in effect, an employee or agent of the owner in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, from the Owner arising as the result of this Agreement. The Owner has not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent of the Owner in any capacity or a consultant to any party to this Agreement with respect to the subject matter of this Agreement.

Section 9.12 **Term of Agreement**. The term of this Agreement shall be as of the date of the execution and delivery hereof by each of the parties hereto and shall expire upon the earlier of: (i) the agreement of the District, the Municipality and the Owner to the termination hereof; (ii) the dissolution of the District (which the parties hereto shall, to the extent permitted by applicable law, cause to occur an soon as practicable after the later of the issuance of the Bonds and the payment in full or provision for payment in full of the Bonds) or (iii) June 1, 2057.

Section 9.13 **Notices**. All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:

The Town of Buckeye
100 N. Apache, Suite A
Buckeye, Arizona 85325
Attention: Town Manager

If to the District:

Anthem Sun Valley Community
Facilities District
100 N. Apache, Suite A
Buckeye, Arizona 85325
Attention: District Manager

With a copy to:

Gust Rosenfeld P.L.C.
201 E. Washington Street, Suite 800
Phoenix, Arizona 85004-2327
Attention: Scott W. Ruby, District Attorney

If to the Owner:

Pulte Home Corporation
15111 N. Pima Road
Scottsdale, Arizona 85260
Attention: Mike Brilz

With copies to:

Gallagher & Kennedy, PA
2575 E. Camelback Road
Phoenix, Arizona 86016
Attention: Dana Stagg Belknap

First American Title Insurance Company
8601 N. Scottsdale Road
S-135
Scottsdale, Arizona 85253

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.14 **Severability**. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 9.15 **Headings and Titles**. The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. All references herein to "Exhibits," "Articles," "Sections," and other subdivisions are to the corresponding Exhibits, Articles, Sections or subdivisions of this Agreement; the words "herein," "hereof," "hereunder" and other words of

similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or subdivision hereof.

Section 9.16 **Obligations Imposed by Law**. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law.

Section 9.17 **Record with County Recorder**. No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, the Owner shall on behalf of the Municipality and the District record a copy of this Agreement with the County Recorder of Maricopa County, Arizona.

Section 9.18 **Survival of Agreements**. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 9.19 **Force Majeure**. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of "*force majeure*," then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "*Force majeure*," as used here, means any condition or event not reasonably within the control of such party, including, without limitation, acts of God; strikes, lockouts, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any State thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lockouts and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use its best effort to remedy such a condition or event.

Section 9.20 **Consent**. Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 9.21 **Other Parties**. The Other Parties join in the execution of this Agreement for the sole purpose of binding their respective interests in lands within the District and consenting to all matters agreed to herein by the Owner, and the Other Parties do not, by joining in the execution of this Agreement, obligate themselves to any of the affirmative obligations set forth herein on the part of the Owner.

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

TOWN OF BUCKEYE, ARIZONA, a municipal corporation

By _____
Bobby D. Bryant, Mayor

ATTEST:

_____
Linda Garrison, Town Clerk

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

_____
Scott W. Ruby, Town Attorney

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT (TOWN OF BUCKEYE, ARIZONA)

By _____
Chairman, District Board

ATTEST:

_____
District Clerk

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

District Counsel

OFFICIAL SEAL
LUCINDA J. AJA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires January 18, 2010

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19th day of June, 2007, by Bobby D. Bryant, as Mayor of the Town of Buckeye, Arizona, a municipal corporation under the laws of the State of Arizona.

Notary Public

My commission expires:

01-18-2010

OFFICIAL SEAL
LUCINDA J. AJA
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires January 18, 2010

State of Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19th day of June, 2007, by Bobby D. Bryant, as Chairman of the District Board of Anthem Sun Valley Community Facilities District, an Arizona community facilities district.

Notary Public

My commission expires:

01-18-2010

PULTE HOME CORPORATION, a Michigan corporation

By _____
Its VP/ATTORNEY IN FACT

State of Arizona)
) ss.
County of Maricopa)

On this day, personally appeared before me MIKE BRILZ, as VP/Attorney In Fact of Pulte Home Corporation, who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on 6/15/2007.

Laura Meyers
Notary Public

My commission expires:

July 19, 2010

LAURA MEYERS
Notary Public - Arizona
Maricopa County
My Commission Expires
July 19, 2010

FIRST AMERICAN TITLE INSURANCE COMPANY, as TRUSTEE, TRUST NO 8563

By _____
Its TRUST OFFICER

State of Arizona)
) ss.
County of Maricopa)

On this day, personally appeared before me PAMELA MEYER, as TRUST OFFICER of FIRST AMERICAN TITLE INSURANCE COMPANY, who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on June 15, 2007.

Patty Perfect
Notary Public

My commission expires:

OFFICIAL SEAL
PATTY PERFECT
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires May 21, 2010

_____

JTG:joy 727356.04 06/13/07

LIENHOLDER
CONSENT AND AGREEMENT

Reference is made to that certain Development, Financing Participation and Intergovernmental Agreement No. 1 Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), dated as of June 1, 2007, by and among the Town of Buckeye, Arizona, the Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona), Pulte Home Corporation and First American Title Insurance Company to which this Consent and Agreement is attached (the "*Development Agreement*"). All capitalized terms used and not otherwise defined in this Consent and Agreement shall have the meanings set forth in this Development Agreement. The undersigned Sun Valley Assemblage, L.L.C, an Arizona limited liability company, Puerto de Cielo, L.L.C., an Arizona limited liability company and Land Ventures, L.L.C., an Arizona limited liability company (collectively, the "*Beneficiary*"), are the beneficiary under a Performance Deed of Trust dated January 6, 2006 and recorded in Maricopa County in Documents No. 2006-0025220 (the "*Deed of Trust*") covering property proposed to be included in this proposed Anthem Sun Valley Community Facilities District (Town of Buckeye, Arizona) (the "*District*"). Stewart Title & Trust of Phoenix, Inc., a Delaware corporation is the Trustee under said Deed of Trust (the "*Trustee*"). The undersigned, each as one of the "*Other Parties*" having an interest in the real property within the District to the Development Agreement, acknowledges that the Development Agreement shall bind all real property in which the undersigned has an interest and authorizes the recordation of the Development Agreement with respect to all such real property. In no event, however, shall anything in this Consent and Agreement constitute personal assumption by the undersigned of the obligations of the Owner under the Development Agreement.

[SIGNATURE PAGES TO FOLLOW]

SUN VALLEY ASSEMBLAGE, L.L.C., an Arizona limited liability company

By: _____
Its: Mgr/Mem

PUERTO DE CIELO, L.L.C., an Arizona limited liability company

By: _____
Its: _____

LAND VENTURES, L.L.C., an Arizona limited liability company

By: _____
Its: Mgr/Member

State of Arizona)
) ss.
County of Maricopa)

On this day, personally appeared before me Michael Musulin, as Managing Member of Sun Valley Assemblage, a Arizona limited liability company, known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on June 14, 2007

_____
Notary Public

My commission expires:

Aug. 9, 2010

OFFICIAL SEAL
RACHAEL J. HANSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 9, 2010

JTG:joy 727356.04 06/13/07

SUN VALLEY ASSEMBLAGE,
L.L.C., an Arizona limited liability
company

By: _____
Its: _____

PUERTO DE CIELO, L.L.C., an
Arizona limited liability company

By: _____
Its: _____

LAND VENTURES, L.L.C., an
Arizona limited liability company

By: _____
Its: _____

State of Arizona)
) ss.
County of Maricopa)

On this day, personally appeared before me _____, as _____ of _____, a _____ limited liability company, known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on _____.

_____
Notary Public

My commission expires:

_____

State of Arizona)
) ss.
County of Maricopa)

On this day, personally appeared before me Robert Kite, as Managing Member of Puerto de Cielo, an Arizona limited liability company, who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on June 15, 2007

OFFICIAL SEAL
RACHAEL J. HANSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 9, 2010

Rachael J Hanson
Notary Public

My commission expires:

Aug 9. 2010

State of Arizona)
) ss.
County of Maricopa)

On this day, personally appeared before me Michael Musulin, as Managing Member of Land Ventures LLC, a Arizona limited liability company, who is known to me to be the person whose name is above subscribed, and after being first duly sworn, acknowledged upon her/his oath that she/he executed the foregoing for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal on June 14, 2007

Rachael J Hanson
Notary Public

My commission expires:

Aug. 9, 2010

OFFICIAL SEAL
RACHAEL J. HANSON
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 9, 2010

ATTACHMENTS

EXHIBIT A -- Legal Description Of Property To Be Included In The District
EXHIBIT B -- Form of Notice Inviting Bids
EXHIBIT C -- Form Of Certificate Of Engineers For Conveyance Of Segment Of Project
EXHIBIT D -- Form Of Conveyance Of Segment Of Project
EXHIBIT E -- Form Of Disclosure Pamphlet

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

PARCEL NO. 1:

A PORTION OF SECTION 9, SECTION 10, SECTION 14, SECTION 15 AND SECTION 16, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP FOUND AT THE WEST QUARTER CORNER OF SAID SECTION 16, FROM WHICH A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP, IN CONCRETE, IN A HAND HOLE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 16 BEARS NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, A DISTANCE OF 2649.61 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 19 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1030.46 FEET;

THENCE NORTH 33 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 292.43 FEET;

THENCE NORTH 15 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 81.42 FEET;

THENCE NORTH 22 DEGREES 49 MINUTES 47 SECONDS EAST, A DISTANCE OF 79.39 FEET;

THENCE NORTH 57 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 97.12 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.27 FEET;

THENCE NORTH 68 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 209.74 FEET;

THENCE NORTH 72 DEGREES 54 MINUTES 37 SECONDS EAST, A DISTANCE OF 198.44 FEET;

THENCE NORTH 69 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 262.31 FEET;

THENCE NORTH 62 DEGREES 36 MINUTES 42 SECONDS EAST, A DISTANCE OF 177.49 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 03 SECONDS EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 26 DEGREES 35 MINUTES 03 SECONDS EAST, A DISTANCE OF 117.78 FEET;

THENCE NORTH 45 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 115.09 FEET;

THENCE NORTH 25 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 240.01 FEET;

THENCE NORTH 50 DEGREES 13 MINUTES 04 SECONDS EAST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 23 DEGREES 58 MINUTES 46 SECONDS EAST, A DISTANCE OF 132.57 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 863.55 FEET TO A ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE

NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 309.10 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST, A DISTANCE OF 1680.13 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 3541.12 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT, AS RECORDED IN DOCUMENT 85-111064, M.C.R..

THENCE SOUTH 38 DEGREES 38 MINUTES 11 SECONDS EAST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 2178.68 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 111.95 FEET TO A ½ INCH REBAR WITH CAP STAMPED DEA 32226 FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 15;

THENCE SOUTH 89 DEGREES 40 MINUTES 50 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 2653.40 FEET TO A G.L.O. BRASS CAP ON 2 INCH IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 14;

THENCE SOUTH 89 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF LOT 4, OF SAID SECTION 14, A DISTANCE OF 1328.96 FEET;

THENCE SOUTH 02 DEGREES 18 MINUTES 06 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE 1383.33 FEET,

THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 1339.22 FEET;

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOT 8 OF SAID SECTION 15, A DISTANCE OF 1394.25 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 1295.52 FEET;

THENCE NORTH 02 DEGREES 04 MINUTES 21 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 695.22 FEET;

THENCE NORTH 89 DEGREES 27 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF LOTS 7 AND 6 OF SAID SECTION 15, A DISTANCE OF 2645.61 FEET;

THENCE SOUTH 01 DEGREES 51 MINUTES 59 SECONDS WEST, ALONG THE EAST LINE OF LOT 5 OF SAID SECTION 15, A DISTANCE OF 691.81 FEET;

THENCE NORTH 89 DEGREES 23 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 1347.51 FEET TO A G.L.O. BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 16;

THENCE NORTH 89 DEGREES 10 MINUTES 22 SECONDS WEST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 16, A DISTANCE OF 5221.68 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

A PORTION OF SECTION 13 AND SECTION 14 TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A 1 INCH IRON PIPE, FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 17 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 2645.73 FEET TO A FOUND G.L.O. BRASS CAP ON A 2 INCH PIPE AT THE NORTHEAST CORNER OF SAID SECTION 14;

THENCE NORTH 89 DEGREES 24 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 453.48 FEET;

THENCE SOUTH 55 DEGREES 18 MINUTES 09 SECONDS WEST, A DISTANCE OF 150.16 FEET;

THENCE SOUTH 62 DEGREES 48 MINUTES 30 SECONDS WEST, A DISTANCE OF 323.63 FEET;

THENCE SOUTH 81 DEGREES 09 MINUTES 50 SECONDS WEST, A DISTANCE OF 75.92 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 116.12 FEET;

THENCE NORTH 85 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 122.80 FEET;

THENCE SOUTH 85 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 67.61 FEET;

THENCE SOUTH 71 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 50.88 FEET;

THENCE NORTH 88 DEGREES 34 MINUTES 04 SECONDS WEST, A DISTANCE OF 157.76 FEET;

THENCE SOUTH 86 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 171.94 FEET;

THENCE NORTH 89 DEGREES 48 MINUTES 22 SECONDS WEST, A DISTANCE OF 167.14 FEET;

THENCE NORTH 88 DEGREES 51 MINUTES 41 SECONDS WEST, A DISTANCE OF 198.77 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.47 FEET;

THENCE SOUTH 83 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 166.55 FEET;

THENCE SOUTH 74 DEGREES 14 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.34 FEET;

THENCE SOUTH 70 DEGREES 41 DEGREES 44 SECONDS WEST, A DISTANCE OF 232.92 FEET;

THENCE SOUTH 63 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 58.02 FEET;

THENCE SOUTH 56 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.27 FEET;

THENCE SOUTH 19 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 22.20 FEET;

THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 91.31 FEET;

THENCE SOUTH 10 DEGREES 32 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.08 FEET;

THENCE SOUTH 38 DEGREES 26 MINUTES 46 SECONDS WEST, A DISTANCE OF 87.47 FEET;

THENCE SOUTH 48 DEGREES 49 MINUTES 56 SECONDS WEST, A DISTANCE OF 89.09 FEET;

THENCE SOUTH 59 DEGREES 03 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.09 FEET;

THENCE SOUTH 51 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 122.43 FEET;

THENCE SOUTH 61 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 264.42 FEET;

THENCE SOUTH 75 DEGREES 47 MINUTES 49 SECONDS WEST, A DISTANCE OF 164.27 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14;

THENCE NORTH 01 DEGREES 53 MINUTES 02 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1114.59 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

A PORTION OF SECTION 9, TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 9, FROM WHICH A G.L.O. BRASS CAP FOUND AT THE NORTHEAST CORNER OF SAID SECTION 9 BEARS NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, A DISTANCE OF 2693.20 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 280.85 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 5286.85 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 309.10 FEET TO A FOUND ½ INCH REBAR WITH CAP STAMPED 32223, FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 863.55 FEET;

THENCE NORTH 40 DEGREES 37 MINUTES 25 SECONDS EAST, A DISTANCE OF 78.58 FEET;

THENCE NORTH 07 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 47.02 FEET;

THENCE NORTH 28 DEGREES 37 MINUTES 46 SECONDS WEST, A DISTANCE OF 73.09 FEET;

THENCE NORTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, A DISTANCE OF 76.71 FEET;

THENCE NORTH 54 DEGREES 29 MINUTES 09 SECONDS EAST, A DISTANCE OF 50.20 FEET;

THENCE NORTH 34 DEGREES 46 MINUTES 15 SECONDS EAST, A DISTANCE OF 322.37 FEET TO THE NORTHEASTERLY LINE OF A 140.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-411068 AND 86-111064, M.C.R.

THENCE NORTH 29 DEGREES 53 MINUTES 31 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 3088.05 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 258.75 FEET;

THENCE NORTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 139.04 FEET;

THENCE NORTH 53 DEGREES 38 MINUTES 17 SECONDS EAST, A DISTANCE OF 303.93 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 205.31 FEET;

THENCE NORTH 18 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 249.03 FEET;

THENCE NORTH 42 DEGREES 00 MINUTES 40 SECONDS EAST, A DISTANCE OF 219.08 FEET;

THENCE NORTH 46 DEGREES 59 MINUTES 51 SECONDS EAST, A DISTANCE OF 132.10 FEET;

THENCE NORTH 26 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 523.91 FEET;

THENCE NORTH 36 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 172.88 FEET;

THENCE NORTH 55 DEGREES 01 MINUTES 46 SECONDS EAST, A DISTANCE OF 157.20 FEET;

THENCE NORTH 41 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 214.40 FEET;

THENCE NORTH 54 DEGREES 48 MINUTES 14 SECONDS EAST, A DISTANCE OF 133.99 FEET;

THENCE NORTH 41 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 273.75 FEET;

THENCE NORTH 21 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 83.22 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 144.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 4:

A PORTION OF SECTION 9, SECTION 10 AND SECTION 11, ALL IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2679.03 FEET TO A G.L.O. BRASS CAP ON A ONE INCH PIPE, FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 07 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2636.02 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST QUARTER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 17 MINUTES 56 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2645.73 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 11;

THENCE NORTH 89 DEGREES 18 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2658.34 FEET TO A G.L.O. BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2653.40 FEET TO A ½ REBAR, WITH CAP STAMPED 32223 FOUND AT THE SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 111.95 FEET TO THE SOUTHWESTERLY LINE OF A 150.00 FOOT ELECTRIC TRANSMISSION LINE EASEMENT AS RECORDED IN DOCUMENT 85-111064, M.C.R.;

THENCE NORTH 38 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG SAID EASEMENT LINE, A DISTANCE OF 2178.68 FEET;

THENCE SOUTH 89 DEGREES 38 MINUTES 12 SECONDS WEST A DISTANCE OF 3541.12 FEET;

THENCE NORTH 00 DEGREES 10 MINUTES 30 SECONDS WEST A DISTANCE OF 3606.72 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9;

THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2412.35 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10;

THENCE SOUTH 89 DEGREES 24 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 2666.58 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 10;

THENCE NORTH 89 DEGREES 00 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 2584.85 FEET TO G.L.O. BRASS CAP FOUND AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 88 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 2649.97 FEET TO A G.L.O. BRASS CAP FOUND AT THE NORTH QUARTER CORNER OF SAID SECTION 11;

THENCE SOUTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2644.86 FEET TO THE POINT OF

BEGINNING.

PARCEL FIVE:

ALL OF SECTIONS 2 AND 3 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
AND THAT PORTION OF SECTION 4 IN TOWNSHIP 2 NORTH, RANGE 4 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

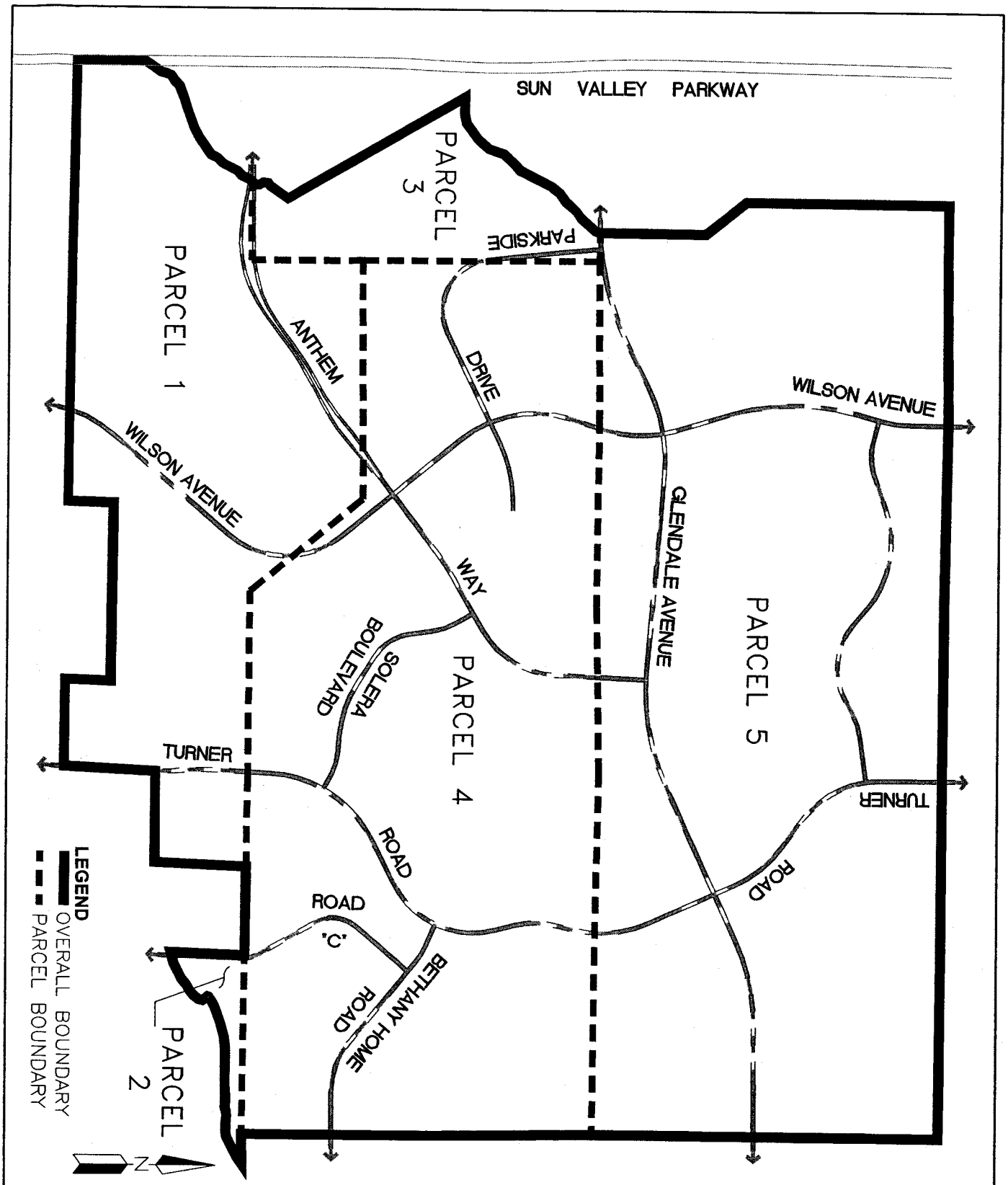
COMMENCING AT A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S4 S9 1931, ACCEPTED AS THE SOUTH QUARTER CORNER OF SAID SECTION 4 FROM WHICH A 3 INCH MARICOPA COUNTY COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE SOUTHWEST CORNER THEREOF BEARS SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 2694.69 FEET;

THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 145.10 FEET TO THE BEGINNING OF SAID DESCRIBED LINE;

THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST, A DISTANCE OF 1613.74 FEET;

THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST A DISTANCE OF 780.72 FEET;

THENCE NORTH 00 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 3066.14 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 4 FROM WHICH A 2 1/2 INCH GLO BRASS CAP, STAMPED 1/4 S33 S4 1915, ACCEPTED AS THE NORTH QUARTER CORNER OF SAID SECTION 4 BEARS SOUTH 89 DEGREES 42 MINUTES 13 SECONDS EAST A DISTANCE OF 638.00 FEET, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED LINE.



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ANTHEM SUN VALLEY

SUN VALLEY PARKWAY & ANTHEM WAY
BUCKEYE, ARIZONA

COMMUNITY FACILITIES DISTRICT

PEORIA OFFICE
16165 N. 83RD AVE. STE 201
PEORIA, AZ 85382
PH (623) 466-6040
FAX (623) 466-6041
www.cmxinc.com

CMX

EXHIBIT B

FORM OF NOTICE INVITING BIDS TO BE USED SHALL BE SUBSTANTIALLY THE FORM OF NOTICE USED BY THE TOWN OF BUCKEYE FOR WORK BID PURSUANT TO THE ARIZONA REVISED STATUTES AS MAY BE MODIFIED BY THE DISTRICT

Sealed bids will be received by _____ until 10:00 a.m. MST, on _____ at _____. At this time, the bids will be publicly opened and read aloud and award will be made to the lowest responsible bidder. Each bid shall be accompanied by a cashier's check or a bid bond acceptable to _____ for a sum of not less than ten percent (10%) of the amount of the bid, made payable to _____.

No bid will be considered unless it is submitted on the provided bid form. _____ reserves the right to reject all or any part of any bid.

Contact _____, Construction Coordinator, at _____ or _____, the District Engineer, for additional information.

Plans, specifications and bid forms may be obtained for the sum of $_____ from the Construction Coordinator, _____, or by calling _____. This fee is non-refundable. Construction documents will not be available before _____.

For those interested in purchasing plans and specifications by mail, there will be an additional advance charge of $_____ to cover postage and handling. Therefore, a check made payable to _____ in the amount of $_____ should accompany the request. Please allow four to five days for delivery.

The infrastructure which is the subject of the bids is being bid and constructed pursuant to the terms of Development, Financing Participation and Intergovernmental Agreement No. 1 by and among the Town of Buckeye, Arizona, Pulte Home Corporation, American First Title Insurance Company and Anthem Sun Valley Community Facilities District. The successful contractor will not have recourse, directly or indirectly, to the Town of Buckeye or Anthem Sun Valley Community Facilities District for any costs under any construction contract or any liability, claim or expense arising therefrom.

A pre-bid conference will be held at _____, _____, at 10:00 a.m. MST. The work consists of construction of:

[INSERT]

All bids received in response to this Notice Inviting Bids shall be in conformance with the applicable Arizona State Law.

EXHIBIT C

FORM OF CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF ACQUISITION PROJECT OR SEGMENT OF PROJECT

CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF PROJECT

(insert description of Project/Segment)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
ANTHEM SUN VALLEY)
COMMUNITY FACILITIES DISTRICT)
_____)

We the undersigned, being Professional Engineers in the State of Arizona and, respectively, the duly appointed District Engineer for Anthem Sun Valley Community Facilities District (the "*District*"), and the engineer employed by _____ (the "*Owner*"), each hereby certify for purposes of the District Development, Financing Participation and Intergovernmental Agreement No. 1 Anthem Sun Valley Community Facilities District, dated as of June 1, 2007 (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 every detail pursuant to 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 (as modified by any change orders permitted by the Agreement) for such Segment.

2. The Project Price or Segment Price as publicly bid and including the cost of approved change orders for such Acquisition Project or Segment is $_____.

3. The Owner provided for compliance with the requirements for public bidding 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 bidding requirements in connection with award of the Contract 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 as were required by the Agreement.

DATED AND SEALED THIS _____ DAY OF _____, _____.

By _____
District Engineer

[P.E. SEAL]

By _____
Engineer for the Owner

[P.E. SEAL]

Confirmed for purposes of Sections 1.5, 2.3, and 3.2 of the Development Agreement by ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT

By _____
_____, District Manager

EXHIBIT D

FORM OF CONVEYANCE OF ACQUISITION PROJECT OR SEGMENT OF PROJECT

(Insert description of Project/Segment)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
ANTHEM SUN VALLEY)
COMMUNITY FACILITIES DISTRICT)
_____)

KNOW ALL MEN BY THESE PRESENTS THAT:

_____, an Arizona _____ (the "*Owner*"), for good and valuable consideration received by the Owner from Anthem Sun Valley Community Facilities District, a community facilities district formed by the Town of Buckeye, Arizona (the "*Municipality*"), and duly organized and validly existing pursuant to the laws of the State of Arizona (the "*District*"), receipt of which is hereby acknowledged **[, and the promise of the District to hereafter pay the amounts described in the hereinafter described Development Agreement*],** does by these presents grant, bargain, sell and convey to the **[Municipality]**, its successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement No. 1 Anthem Sun Valley Community Facilities District, dated as of _____, 20___, by and among the Owner, the Municipality and the District and more completely described in such Development Agreement:

[Insert description of Project/Segment]

together with any and all benefits, including warranties and performance and payment bonds, under the applicable Contract (as such term is described in such Development Agreement) or relating thereto, all of which are or shall be located within public rights-of-way, public utility or other public easements dedicated or to be dedicated by plat or otherwise free and clear of any and all liens, easements, restrictions, conditions, or encumbrances affecting the same **[, such subsequent dedications not affecting the promise of the District to hereafter pay the amount described in such Development Agreement*],** but subject to all reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities or other matters as set forth on Schedule I hereto.

---

*Insert with respect to any acquisition financed pursuant to Section 5.1(a) hereof including for any amounts remaining and eligible for reimbursement.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances hereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the **[Municipality]**, its successors and assigns, forever; and the Owner does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the [District or Municipality], its successors and assigns, against the acts of all others.

The Owner binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the **[Municipality]** of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and the Owner hereby agrees that the amounts specified above and paid **[or promised to be paid]** to the Owner hereunder satisfy in full the obligations of the District under such Development Agreement for such Project or Segment and hereby releases the District from any further responsibility to make payment to the Owner under such Development Agreement.

The Owner, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. The Owner has the full legal right and authority to make the sale, transfer, and assignment herein provided.

2. The Owner is not a party to any written or oral contract which adversely affects this Conveyance.

3. The Owner is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.

4. The Owner is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.

5. The person executing this Conveyance on behalf of the Owner has full authority to do so, and no further official action need be taken by the Owner to validate this Conveyance.

6. The facilities conveyed hereunder are all located within property owned by the Owner, public rights-of-way, or public utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, the Owner has caused this Conveyance to be executed and delivered this _____ day of _____, 20___.

_____

By _____
Title: _____

By _____
Title: _____

STATE OF ARIZONA)
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 20___, by _____, of _____, an Arizona _____, on behalf of _____.

_____
Notary Public

My Commission Expires: _____

[NOTARY SEAL]

SCHEDULE I
TO
CONVEYANCE OF ACQUISITION PROJECT OR SEGMENT OF PROJECT

(Insert all exceptions and reservations to the Conveyance)

EXHIBIT E

ANTHEM SUN VALLEY COMMUNITY FACILITIES DISTRICT DISCLOSURE STATEMENT

Pulte Homes, a public company (the "Developer"), requested that the Town of Buckeye, Arizona (the "Town") establish a community facilities district ("CFD") at the development known as "Anthem Sun Valley." The CFD was formed on June 19, 2007. The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability for each property owner of Anthem Sun Valley resulting from being in the CFD.

BACKGROUND

The CFD is formed for the primary purpose of financing the acquisition, construction, installation, operation and/or maintenance of public infrastructure improvements, including sewer improvements.

HOW THE CFD WORKS

The CFD includes all of the residential and commercial property in Anthem Sun Valley. An election was held on July 26, 2007, at which time the owners of the property within the CFD voted to authorize up to $285,000,000 of bonds payable from an *ad valorem* tax levy that is expected to be levied at a rate of $3.00 per $100 of assessed valuation. The bonds will be issued over time by the CFD to finance the acquisition or construction of roadways, drainage, concrete curbs, asphalt paving, concrete sidewalks, and sanitary sewer improvements. The owners also authorized the levy of a $0.30 ad valorem tax to pay operation and maintenance costs incurred by the CFD.

WHAT WILL BE FINANCED?

The CFD has been established to finance up to $285,000,000 in public infrastructure improvements within or benefiting Anthem Sun Valley. It is anticipated that approximately $285,000,000 in bonds will be issued over the next 18 years for future phases of infrastructure at Anthem Sun Valley.

PROPERTY OWNERS' TAX LIABILITY

The obligation to retire the bonds will become the responsibility of each property owner in the CFD through the payment of property taxes collected by the Maricopa County Treasurer. Beginning in fiscal year 2008, the CFD will levy a tax rate of not to exceed $3.25 per $100.00 of secondary assessed valuation to provide for repayment of the bonds and the payment of certain administrative, operation and maintenance expenses.

Although the tax rate is not limited by law, the tax rate of the CFD is not expected to exceed $3.25 per $100.00 of secondary assessed valuation for as long as the bonds are outstanding. **(There can be no guarantee tax rates will not be increased to provide for repayment in the future.)**

IMPACT OF ADDITIONAL CFD PROPERTY TAX

The following illustrates the additional annual tax liability imposed by the CFD, based on varying residential values within Anthem Sun Valley and a $3.25 tax rate:

Market Value of Residence	Estimated Annual Additional Tax Liability
$175,000	$ ____
$200,000	$ ____
$225,000	$ ____
$250,000	$ ____

*Assumptions:

1. Market value is not the same as full cash value as reported by the County Assessor, which is typically 82% of market value.
2. Assumes residential property assessment ratio will remain at 10%.
3. Tax amount is computed by multiplying the tax rate per $100 of assessed value by full cash value times the assessment ratio.

Additional information regarding the description of infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the Town of Buckeye Town Clerk's office.

Your signature below acknowledges that you have read this disclosure document at the time you made your decision to purchase property at Anthem Sun Valley and you signed your purchase contract and that you understand the property you are purchasing will be taxed and separately assessed to pay the CFD bonds described above and taxed to pay the CFD operation, administration and maintenance expenses.

_____ _____

Home Buyer(s) Signature/Date Home Buyer(s) Printed Name(s)

_____ _____

Home Buyer(s) Signature/Date Home Buyer(s) Printed Name(s)

Parcel No_____ Lot No. _____