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CENTERRACFD RES 16-057

RESOLUTION OF THE BOARD OF DIRECTORS OF CENTERRA COMMUNITY FACILITIES DISTRICT (CITY OF GOODYEAR, ARIZONA), APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION, CONSTRUCTION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; DECLARING ITS INTENTION TO ACQUIRE AND/OR CONSTRUCT CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS; DETERMINING THAT NOT TO EXCEED \$500,000 DISTRICT GENERAL OBLIGATION PROJECT BONDS, SERIES 2016 (BANK QUALIFIED) 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.

WHEREAS, pursuant to Section 48-715, Arizona Revised Statutes ("A.R.S."), as amended, the Board of Directors of Centerra Community Facilities District (City of Goodyear, Arizona) (the "*District*"), has caused a study of the feasibility and benefits of the Project (as defined herein) to be prepared, relating to certain public infrastructure provided for in the General Plan of the District and to be financed with the proceeds of the sale of general obligation bonds of the District (the "*Report*"), which Report includes, among other things, a description of certain public infrastructure to be acquired and all other information useful to understand the Project, an estimate of the cost to acquire, operate and maintain the Project, 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, a copy of which is on file with Clerk of the District; and

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

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

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

"*Act*" shall mean Title 48, Chapter 4, Article 6, Arizona Revised Statutes, as amended.

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

"*Bonds*" shall mean the District's District General Obligation Project Bonds, Series 2016 (Bank Qualified).

"*District*" shall mean Centerra Community Facilities District (City of Goodyear, Arizona).

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

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

"Report" shall mean the Feasibility Report dated September 1, 2016, pertaining to the Project on file with the District Clerk prior to the date and time hereof, discussing the matters required by A.R.S. Section 48-715, as amended, as such matters relate to the Project.

Section 2. Approval of Feasibility Report. Published notice of the public hearing on the Report has been provided by the District Clerk not less than ten (10) days in advance of the date of the public hearing on the Report and such publication is hereby ratified and approved. The District Clerk has provided the Report and notice of public hearing on the Report to the governing body of the City of Goodyear, Arizona, not less than ten (10) days in advance of the date of the public hearing. Based on the review by the Board and the presentation of the Report at the public hearing on September 12, 2016, the Report is hereby adopted and approved in the form submitted to the Board.

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

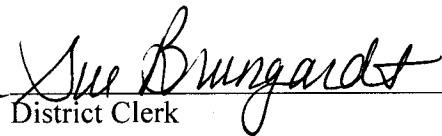
Section 4. Preliminary Approval to Issue and Sell Bonds. The Board hereby declares its intent to proceed with the financing of the Project in substantially the manner presented in the Report and hereby declares its intent to issue not to exceed \$500,000 principal amount of Bonds to finance the costs of the Project. Nothing contained in this resolution shall be construed to limit the Board's sole and absolute discretion in making its final decision to issue the Bonds to finance the Project.

PASSED, ADOPTED AND APPROVED on September 12, 2016.

ATTEST:

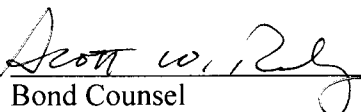


Chair, District Board



for District Clerk

APPROVED AS TO FORM:



Bond Counsel

Attachments: Exhibit A - Description of Improvements

CERTIFICATE

I hereby certify that the above and foregoing resolution was duly passed by the Board of Directors of Centerra Community Facilities District (City of Goodyear, Arizona) at a special meeting held on September 12, 2016, and that a quorum was present thereat and that the vote thereon was 7 ayes and 0 nays; 0 did not vote or were absent.

for Sue Brungardt
District Clerk

EXHIBIT A

"Project" shall mean the acquisition of public infrastructure (as such term is defined in the Act) described in the Report, including particularly the acquisition by the District of the following, together with all other costs related to the issuance of any Bonds:

<u>Description</u>	<u>Estimate of Total Cost</u>	<u>To be Paid from 2016 Bond Proceeds</u>
Goodyear Boulevard Road Improvements	\$1,623,912	\$500,000

AGENDA ITEM #: 6.2
DATE: September 12, 2016
COAC #: CENTERRACFD
16-517

**CITY OF GOODYEAR
CFD BOARD ACTION FORM**

SUBJECT: Centerra Community Facilities District (City of Goodyear, Arizona) Board of Directors to hold a public hearing regarding a feasibility report, consider CENTERRACFD RES 16-057 approving a feasibility report and consider RES 16-058 authorizing the issuance and sale of District General Obligation Project Bonds, Series 2016 (Bank Qualified) and District General Obligation Refunding Bonds, Series 2016 (Bank Qualified).	STAFF PRESENTER: Doug Sandstrom, Finance Director CASE NUMBER: N/A OTHER PRESENTER: N/A
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RECOMMENDATION:

1. The Centerra Community Facilities District (City of Goodyear, Arizona) (the "District") Board of Directors (the "District Board") will conduct a public hearing for the Feasibility Report submitted in connection with the proposed issuance of District General Obligation Project Bonds, Series 2016 (Bank Qualified) in an amount not to exceed \$500,000.

- a. Open public hearing
- b. Staff Presentation
- c. Receive public comment
- d. Close public hearing

2. ADOPT CENTERRACFD RES 16-057 APPROVING THE FEASIBILITY REPORT RELATING TO THE ACQUISITION, CONSTRUCTION AND FINANCING OF CERTAIN IMPROVEMENTS BENEFITING THE DISTRICT; DECLARING ITS INTENTION TO ACQUIRE AND/OR CONSTRUCT CERTAIN IMPROVEMENTS AS DESCRIBED IN THE FEASIBILITY REPORT RELATING TO SUCH IMPROVEMENTS; DETERMINING THAT NOT TO EXCEED \$500,000 DISTRICT GENERAL OBLIGATION PROJECT BONDS, SERIES 2016 (BANK QUALIFIED) 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.

3. ADOPT CENTERRACFD RES 16-058 AUTHORIZING THE ISSUANCE AND SALE OF ITS DISTRICT GENERAL OBLIGATION PROJECT BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$500,000 AND ITS DISTRICT GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,500,000; DELEGATING THE AUTHORITY

TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS AND THE BONDS BEING REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING THE APPOINTMENT OF A PLACEMENT AGENT AND A DEPOSITORY TRUSTEE; APPROVING THE FORM OF THE BONDS AND CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; APPROVING THE SALE OF THE BONDS TO THE PURCHASER THEREOF; AND RATIFYING ALL ACTIONS TAKEN OR TO BE TAKEN TO FURTHER THIS RESOLUTION.

PURPOSE:

The District Board will conduct a public hearing to receive any comments relating to the issuance of District General Obligation Project Bonds, Series 2016 (Bank Qualified), the proceeds of which will be used to acquire certain public infrastructure within the District.

The District Board will consider CENTERRACFD RES 16-057 to approve the feasibility report.

The District Board will consider CENTERRACFD RES 16-058 which authorizes the issuance and sale of not to exceed \$500,000 principal amount of District General Obligation Project Bonds, Series 2016 (Bank Qualified), for the purpose of acquiring certain public infrastructure described in the feasibility report, and not to exceed \$3,500,000 principal amount of District General Obligation Refunding Bonds, Series 2016 (Bank Qualified), for the purpose of decreasing the District's debt service under certain of its outstanding general obligation debt. Also, CENTERRACFD RES 16-058 approves, in substantially the forms presented, various documents relating to the issuance and administration of the project bonds and refunding bonds.

BACKGROUND AND PREVIOUS ACTIONS:

The District previously issued its District General Obligation Bonds, Series 2005, and District General Obligation Bonds, Series 2006 and District General Obligation Bonds, Series 2008 (collectively, the "*Prior Bonds*"). The proceeds of the Prior Bonds were used to pay a portion of the costs of multiple public infrastructure improvements for the District. Refunding all or a portion of the Prior Bonds is expected to provide the District with debt service savings.

The District is now considering the acquisition of certain public infrastructure previously constructed within the District. CENTERRACFD RES 16-057 provides for the approval of a feasibility report describing such infrastructure. The proceeds of the project bonds, net of costs of issuance, would be transferred to the developer that originally paid for the construction of such infrastructure.

CENTERRACFD RES 16-058 requires that the refunding bonds it authorizes achieve a present value of debt service savings, net of all costs associated with the refunding bonds of not less than 3.00% of the principal amount of the Prior Bonds to be refunded. The project bonds and refunding

bonds authorized by CENTERRACFD RES 16-058 will bear interest at a yield not to exceed 5.00%. The refunding bonds will mature on July 15 in some or all of the years 2017 through 2032.

Approval of CENTERRACFD RES 16-058 would also approve other legal documents, in substantially the forms presented to the District Board, related to the issuance of the project bonds and refunding bonds and the administration of the bonds after issuance. Approval of CENTERRACFD RES 16-058 would authorize the Chair, any member of this District Board, the District Manager or the District Treasurer to approve, execute and deliver final forms of the related documents with such necessary and appropriate omissions, insertions and variations as are permitted or required by CENTERRACFD RES 16-058.

The bonds to be authorized pursuant to CENTERRACFD RES 16-058 will be secured by real property taxes levied on all taxable property within the District, just as the Prior Bonds are currently secured by those same real property taxes.

CURRENT POLICY:

All infrastructure financed by the District has been or will be dedicated to the City of Goodyear, Arizona. The District has established target tax rates of \$2.70 for debt service and \$0.30 for O&M for a combined target rate not to exceed \$3.00 per \$100 of assessed valuation.

The debt service and maintenance property tax rate for the District was \$2.7390 per \$100 of assessed valuation for FY2017.

STAFF ANALYSIS:

The Finance staff, CFD attorneys, and Financial Advisor have reviewed the two Centerra Resolutions and actions and find that they are in compliance with state law and city policies. They are in support of the proposed actions.

FISCAL ANALYSIS:

Debt service on the project bonds and refunding bonds will be paid by a secondary property tax levy of approximately \$2.44 per \$100 of assessed value levied on all taxable property within the District. The combined tax levy for debt service and operations and maintenance for the District will be approximately \$2.74.

The refunding is estimated to result in a net present value savings of approximately \$470,000, or approximately \$20,000 per year over the term of the refunded bonds. This translates into a reduction of the District's annual property tax levy of approximately \$0.20 per \$100 of assessed valuation. Actual savings will be based on interest rates in September and October, 2016. Such refunding savings will be partially offset by the tax increase resulting from issuance of the District General Obligation Project Bonds, Series 2016.

ATTACHMENTS:

1. Resolution No. CENTERRACFD RES 16-057
2. Resolution No. CENTERRACFD RES 16-058
3. Feasibility Report
4. Depository Trust Agreement
5. Placement Agent Agreement
6. Purchase Contract

FEASIBILITY REPORT

For The Issuance of

**Not To Exceed
\$500,000 Principal Amount of**

**CENTERRA COMMUNITY FACILITIES
DISTRICT**

(CITY OF GOODYEAR, ARIZONA)

**DISTRICT GENERAL OBLIGATION
PROJECT BONDS, SERIES 2016**

September 1, 2016

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SECTION ONE

**INTRODUCTION; PURPOSE OF FEASIBILITY
REPORT AND GENERAL DESCRIPTION
OF THE DISTRICT**

INTRODUCTION

This Feasibility Report (this "Report") has been prepared by engineers and other qualified persons including Centerra, LLC and Centerra City Center, LLC (the "Landowner") for presentation to the District Board of the Centerra Community Facilities District (City of Goodyear, Arizona) (the "District") in connection with the proposed issuance by the District of its District General Obligation Project Bonds, Series 2016 (the "Bonds") in an aggregate principal amount not to exceed \$375,000 and the feasibility and benefits of certain "public infrastructure" as such term is defined in the hereafter described Act (the "Public Infrastructure") and of the plan for financing the Public Infrastructure pursuant to the Community Facilities District Act of 1988, Title 48, Chapter 4, Article 6 of Arizona Revised Statutes (the "Act"). The District was authorized to issue up to \$20,000,000 in principal amount of general obligation bonds at an election on October 8, 2001. To date, the District has issued \$965,000 of District General Obligation Bonds, Series 2008 ("Series 2008 Bonds"), \$620,000 aggregate principal amount of District General Obligation Bonds, Series 2006 ("Series 2006 Bonds"), \$2,400,000 aggregate principal amount of District General Obligation Bonds, Series 2005 ("Series 2005 Bonds"), of which \$2,850,000 remain outstanding, not including the Bonds.

PURPOSE OF FEASIBILITY REPORT

Pursuant to the Act, this Report includes (i) a description of the Public Infrastructure to be financed [Section Two]; (ii) a map showing, in general, the location of the Public Infrastructure and the area to be benefited by the Public Infrastructure [Section Three]; (iii) an estimate of the cost to acquire, operate and maintain the Public Infrastructure and a timetable for the completion of the Public Infrastructure [Section Four]; and (iv) a plan for financing the Public Infrastructure [Section Five].

This Report has been prepared for the consideration of the District Board of the District only. It is not intended or anticipated that this Report will be relied upon by other persons, including, but not limited to, purchasers of the Bonds. This Report does not attempt to address the quality of the Bonds as investments or the likelihood of repayment of the Bonds. **THIS REPORT IS NOT INTENDED TO BE A "FINANCIAL FEASIBILITY REPORT OR STUDY" AS THIS TERM IS CUSTOMARILY USED.**

GENERAL DESCRIPTION OF THE DISTRICT

Formation of the District was approved by the Mayor and City Council of the City of Goodyear, Arizona (the "City"), on September 10, 2001, upon the request of the Centerra, LLC, and Centerra City Center LLC, both limited liability companies (collectively, the "Applicant"). Mercants Mortgage and Trust Corporation LLC ("Mercants"), a Colorado limited liability company and National Bank of Arizona, a national banking association ("National Bank") and Mortgages Ltd., an Arizona corporation ("Mortgages"), consented to the formation of the District as the holders of lien interests of such land. The District is located within the City boundaries and was created to finance the acquisition or construction of certain public infrastructure, including the Public Infrastructure that relates to the development of portions of the Project. The Project consists of an approximately 296 acre development known as Centerra, a residential and commercial master planned community (the "Development").

Although the number of acres developed to each particular type of land use may ultimately vary from those presented, the build-out of the Development is expected to include the following uses:

Land Ownership by Acreage	
Type of Development	Acres in District (1)
Residential	147
Court Home	47
Mixed Use	43
Commercial	28
Schools	18
Rights of Way	5
Bullard Wash	8
Total Acreage	296

(1) Figures represent gross acres and include approximately 44 acres of open space.

All single-family lots have been sold to builders, including Richmond American Homes, Standard Pacific Homes and Santa Anna Homes. All single-family homes have been completed. The 28 gross acres of commercial property and 43 gross acres of mixed-use property (i.e., zoned for office, retail, multi-family resident uses) have been sold. The court home site was sold to Richmond American Homes.

A map of the District is included in Section Three and a legal description depicting the boundaries of the District is included in Appendix A.

SECTION TWO

**DESCRIPTION AND ESTIMATE OF COST
OF PUBLIC INFRASTRUCTURE**

DESCRIPTION OF PUBLIC INFRASTRUCTURE

A Project cost summary table is included below. Contracts and cost estimates illustrating the various segments of the Project are included in Section 4. All improvement costs are subject to the results of public bidding and the review by the District Engineer.

Upon completion and approval of the Project, the Developer will convey the Project to the City. The City will review the Project if the Project was already conveyed. Accordingly, the District will have no operating and/or maintenance expenses in conjunction with the Project. District administrative expenses will be paid as described in the Development Agreement. As the proceeds to be received from the Bonds for the acquisition of eligible Project will be insufficient to acquire all of the eligible Project costs and expenses illustrated below, the Bond proceeds will only be utilized to acquire completed segments of the Project in the amount equal to the net Bond proceeds allowable for public improvements. Future bond issues may be utilized at the sole discretion of the District to acquire the remaining segments of the Project.

The Goodyear Boulevard Improvements provide roadway access for all residents of the Development to Yuma Road, Estrella Parkway and to the Goodyear City Center complex, and water and sewer transmission services for all residents of the Development. The benefit area of Goodyear Boulevard includes the entire Development.

Goodyear Boulevard Road Improvements (1)

Description	Total Cost
Paving, Curb & Gutter	\$856,485
12" Water Line (2)	276,806
Sanitary Sewer	109,485
Landscape and Street Lights	237,616
Survey	41,000
Testing and Permits	42,202
Engineering Costs	60,318
Total Improvements	\$1,623,912
Portion Financed with 2006 Bond Series (3)	(\$620,000)
Credits Received for the Cost of the 12" Water Line (2)	0
Total Improvement Cost After Deductions	\$1,003,912

(1) All numbers rounded up to the nearest dollar.

(2) Per the Development Agreement recorded on March 27, 2000, the 12" Water Line was to receive 50% of the costs in water fee credits; however the credits were not received by the Developer.

(3) A portion of the costs were approved and financed with the Series 2006 Bond.

Shown below is a detailed description of the Public Infrastructure constructed and to be constructed and/or acquired by the District from the proceeds of the sale of the Bonds and the Public Infrastructure that was financed with the proceeds of the sale of the Series 2005 Bonds, Series 2006 Bonds and Series 2008 Bonds.

<u>Series 2005 Bonds Project Description</u>	<u>Total Costs</u>	<u>Paid from Series 2005 Bonds</u>			
1. Bullard Wash Improvements	\$507,200	\$402,669			
<u>Series 2006 Bonds Project Description</u>	<u>Total Costs</u>	<u>Paid from Series 2005 Bonds</u>	<u>Paid from Series 2006 Bonds</u>		
1. Goodyear Boulevard Road Improvements	\$1,623,912	\$0	\$620,000		
<u>Series 2008 Bonds Project Description</u>	<u>Total Costs*</u>	<u>Paid from Series 2005 Bonds</u>	<u>Paid from Series 2006 Bonds</u>	<u>Paid from Series 2008 Bonds</u>	
1. Goodyear Boulevard Road Improvements (Paving, Curb, Gutter; 12" Water Line, Sanitary Sewer, Landscape & Street Lights, Survey, Testing & Permits, Engineering Costs)	\$1,623,912	\$0	(\$620,000)	\$0	
2. Off-site Sewer Improvements (South of Tie-in Point, North Yuma 27"; Bullard Wash – South of Yuma 33"; Bullard Wash – North of Tie-in point 27"; Estrella Parkway 36", Elwood Street 41")	\$924,238*	\$0	\$0	(\$732,135)	
3. Bullard Wash Improvements (landscape)	\$126,800	\$0	\$0	(\$126,800)	
4. Bullard Wash Improvements	\$507,200	(\$402,669)	\$0	(\$104,531)	

*After credits.

In addition to the costs identified on the previous page, below is a history of infrastructure improvement costs that are eligible to be acquired with District bond proceeds, as well as the amounts that have already been reimbursed with District bond proceeds, and the amounts, which remain to be reimbursed with District bond proceeds at the sole discretion of the District. This table includes any development impact fee credits that the Developer might have already realized.

Eligible Infrastructure Improvement Costs (1)

Eligible Infrastructure Improvement Costs	Estimated Remaining Project Costs from 2008 Report	Actual Costs Eligible for CFD Financing as of January 2008 (2)	Fee Credits Received from the City of Goodyear (3)	Less Amount Paid from Series 2005 Bonds	Less Amount to Paid from Series 2006 Bonds	Less Amount to Paid from Series 2008 Bonds (4)	Total Costs Eligible to be Funded	Estimated To Be Paid from the Bonds
1. On-Site Collector Road Improvements (5)	\$11,304,482	\$2,062,926		\$(1,766,940)			\$295,296	\$0
2. Arterial ROW and Offsite Improvements/Estrella Parkway	\$1,537,731	\$1,537,731					\$1,537,731	\$0
3. Off-site Sewer Improvements/Other Improvements	\$2,382,415	\$2,382,415	(\$1,026,427)			(\$732,135)	\$623,853	\$0
4. Van Buren Roadway Improvements	\$430,242	\$430,242					\$430,242	\$0
5. Yuma Roadway Improvements	\$377,725	\$377,725					\$377,725	\$0
6. Goodyear Boulevard Road Improvements (6)	\$648,283	\$1,623,912			(\$620,000)		\$1,003,912	\$500,000
7. Engineering & Staking	\$713,400	\$489,880		(\$230,391)			\$259,489	\$0
8. Bullard Wash Improvements	\$634,000	\$634,000		(\$402,669)		(\$231,331)	\$0	\$0
TOTALS	\$18,028,278	\$9,538,831		\$(2,400,000)	(\$620,000)	(\$963,466)	\$4,528,248	\$500,000

(1) All numbers rounded to the nearest dollar.

(2) The amounts are based on public bidding and review by the District Engineer.

(3) The Developer has received \$1,026,427 in sewer impact credits from the City (as reported in 2008 feasibility report).

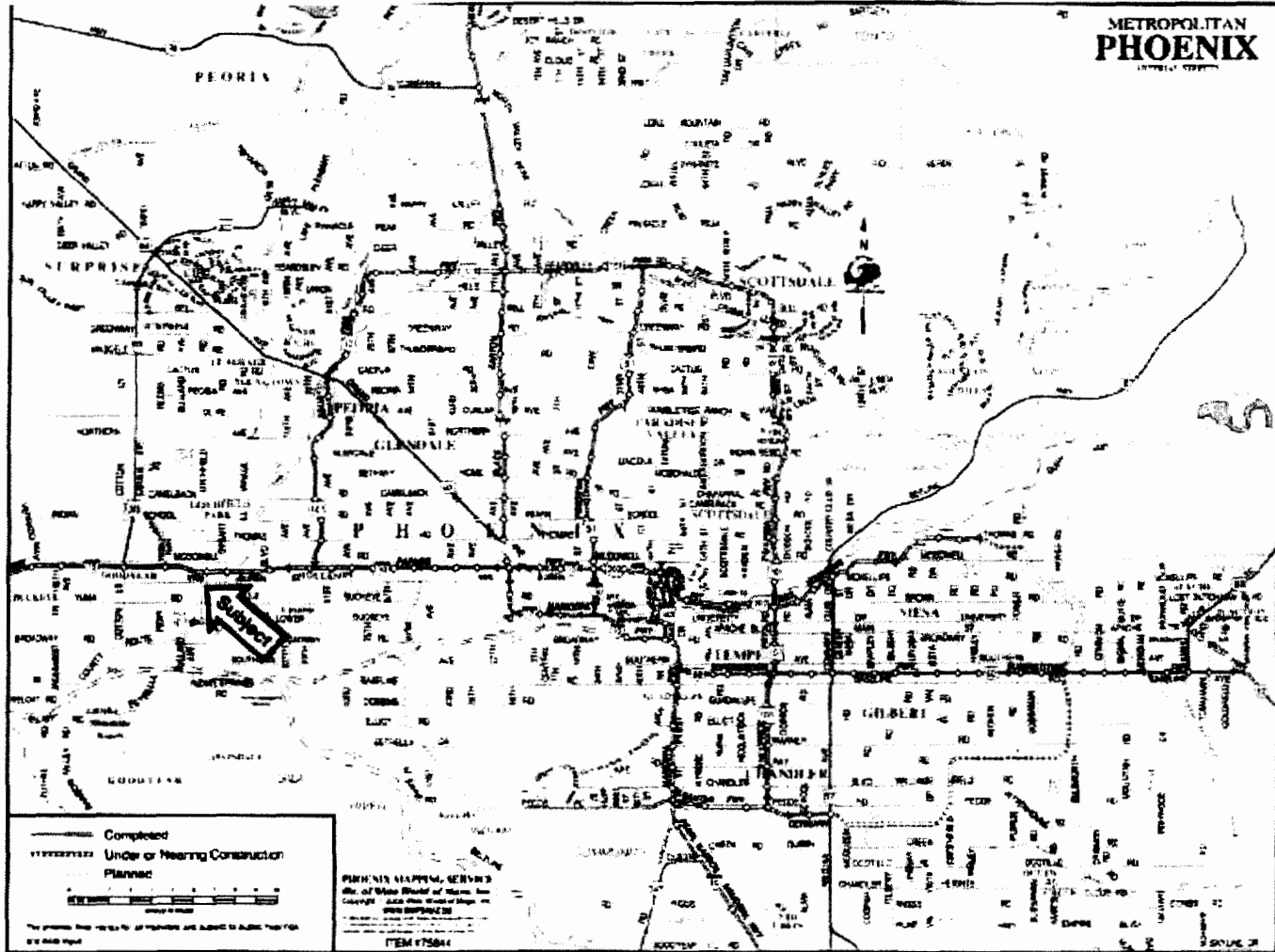
(4) In the 2008 Feasibility Report, \$2,159,485 in costs were identified.

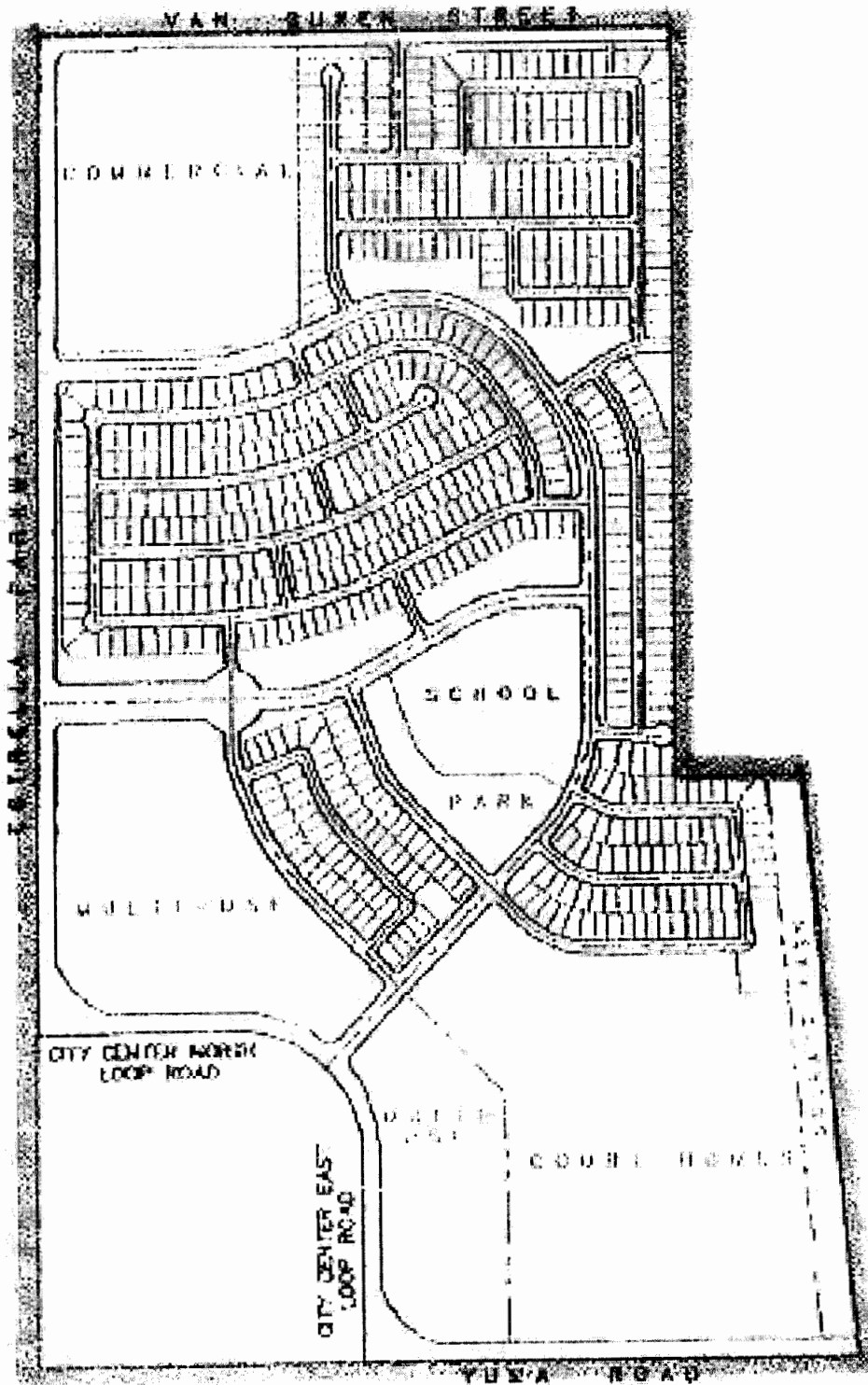
(5) On-site collector road improvements include roadways, paving, landscaping, street lighting, sidewalks, curbs and gutter and transit stops.

(6) The estimated amount does not include all anticipated costs the all improvements related to the City Center Loop. Additional improvements were added at a later date.

SECTION THREE

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





SECTION FOUR

**TIMETABLE FOR COMPLETION OF
PUBLIC INFRASTRUCTURE**

TIMETABLE FOR COMPLETION OF PUBLIC INFRASTRUCTURE

Listed below are estimated costs of construction and the anticipated dates for completion of the construction of the Public Infrastructure. Proceeds of the sale of the bonds remaining after payment of the costs of issuance will be used by the District to construct or acquire the Public Infrastructure. Upon completion of such construction or acquisition, the District will dedicate or otherwise transfer all portions of the Public Infrastructure to the City and, as such, there will be no costs borne by the District to operate and maintain the same.

Project Description	Completion Date	Completion Status
1. Goodyear Boulevard Improvements	Q3 2007	100%

The cost to operate and maintain the Public Infrastructure is expected to be paid primarily from the proceeds of an operation and maintenance tax levy on the property in the District of 0.30 per \$100.00 of net assessed limited property value.

**Centerra
Goodyear Boulevard Improvements (1)
Completed Q3 of 2007**

Description	Amount
Construction Costs	
1 Paving, Curb and Gutter (DCS Construction)	\$ 856,485
1 Water (DCS Construction)	\$ 268,184
1 Sewer (DCS Construction)	\$ 105,173
1 Change Order #1	\$ 14,847
1 Change Order #2	\$ 14,446
Subtotal Construction Cost	\$ 1,259,135
Landscaping and Street Lights	
2 Original Contract Amount (Landscaping) (Estimated)	\$ 190,575
3 Original Contract Amount (Street Lights)	\$ 40,539
4 Original Contract Amount (APS)	\$ 6,502
Subtotal Landscaping and Street Light Cost	\$ 237,616
Survey (DEA)	
5 Original Contract Amount	\$ 41,000
Subtotal Survey Cost	\$ 41,000
Testing (Tetracon)	
6 Original Contract Amount	\$ 13,324
6 Change Order #1	\$ 12,519
Subtotal Testing Cost	\$ 25,843
Engineering Cost (Fleet Fisher Engineering)	
7 Original Contract Amount	\$ 60,318
Subtotal Engineering Cost	\$ 60,318
Total Cost Goodyear Boulevard Improvements	\$ 1,623,912
Adjustment due to 2006 Bond Issue (2)	\$ (620,000)
Adjustment due to Fee Credits (3)	\$ -
Total Goodyear Improvement Costs	\$ 1,003,912

Footnotes:

- (1) All numbers are rounded up to the nearest dollar.
(2) A portion of the costs are anticipated to be financed through the Series 2006 Bond Proceeds.
(3) The Developer has not received fee credits for the Goodyear Boulevard Improvements as indicated in the Development Agreement

**Centerra
Goodyear Boulevard Improvements
List of Contracts**

Contract #1	
Contractor	DCS Contracting, Inc.
Date	11/3/2006
Amount	\$ 1,229,842
Change Order	14,847
Change Order	14,446
Total	<u>\$ 1,259,135</u>
Scope of Work	Sewer, Water, Storm Sewer, Earthwork, Concrete, Paving and Curb & Gutter.
Contract #2	
Contractor	Urban Graphite
Date	5/1/2007
Amount	\$ 190,575
Scope of Work	Landscape & Irrigation
Contract #3	
Contractor	Overhead & Underground Electric Construction, Inc.
Date	11/15/2006
Amount	\$ 40,539
Scope of Work	Streetlights
Contract #4	
Contractor	APS
Date	3/20/2007
Amount	\$ 6,502
Scope of Work	Streetlights secondary feed.
Contract #5	
Contractor	David Evans & Associates, Inc. (DEA)
Date	11/16/2006
Amount	\$ 41,000
Scope of Work	Construction Staking
Contract #6	
Contractor	Terracon / Consulting Engineers & Scientists
Date	10/13/2006
Amount	\$ 13,324
Change Order	\$ 12,519
Total	<u>\$ 25,843</u>
Scope of Work	Construction Materials Testing
Contract #7	
Contractor	Fleet Fisher Engineering
Date	4/20/2007 Invoice
Amount	\$ 60,318
Scope of Work	City Loop plans and consulting.
Total Costs	<u>\$ 1,623,912</u>

Footnote:

(1) All numbers are rounded up to the nearest dollar.

SECTION FIVE
PLAN OF FINANCE

PLAN OF FINANCE

Proposed Bond Sale

The District will issue not-to-exceed \$500,000 principal amount of general obligation bonds to finance the acquisition of the Public Infrastructure. Such amount is a not-to-exceed amount and the actual amount of Bonds issued may be lower. The Bonds are anticipated to be issued in the third quarter of 2016. It is currently estimated that the Bonds will have a final maturity of July 15, 2031 with principal amortized such that when combined with the debt service on the prior Bonds, total debt service is approximately level. (See Table One in this section for an estimated debt service schedule).

The Bonds are expected to be non-rated and will be sold in a private offering.

District Tax Rate

For each year until the Bonds are paid or otherwise provided for, the District will cause to be levied a combined ad valorem tax rate for each year on all taxable property within the boundaries of the District sufficient to pay all such principal, interest and costs of administration. This tax rate includes an estimated tax levy for debt service of \$2.44 and a \$0.30 tax levy for administrative, operations and maintenance expenses of the District. The District will continue to levy the \$0.30 per \$100 of net assessed limited property value for the administrative, operations and maintenance expenses of the District.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds relating to the issuance of the Bonds (exclusive of accrued interest) is as follows:

ESTIMATED SOURCES OF FUNDS

Par Amount of Bonds	\$500,000
TOTAL SOURCES	<u>\$500,000</u>

ESTIMATED USES OF FUNDS

Deposit to Project Construction Fund	\$475,000
Costs of Issuance	25,000
TOTAL USES	<u>\$500,000</u>

Disclosure of General Obligation Bond Payments

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

In addition, each homebuyer is required to sign an additional form that highlights and discloses the additional property taxes levied due to the home's location within the District, as well as general information about community facilities districts and information specifically relating to the District.

TABLE ONE

**CENTERRA COMMUNITY FACILITIES DISTRICT
(CITY OF GOODYEAR, ARIZONA)
GENERAL OBLIGATION BONDS OUTSTANDING AND PROJECTED BOND SALE**

Estimated Debt Service Requirements and Estimated Projected Impact on the Bond

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Year Ending (July 15)	Assessed Valuation (a)	\$2,850,000 Outstanding General Obligation Debt Service		Total Debt Service	Estimated Bond Tax Rate (b)	LESS: \$2,850,000 Bonds Being Refunded		PLUS: \$3,103,000 2016 Refunding Bonds General Obligation Debt Service		Total Debt Service	Estimated Bond Tax Rate (b)	PLUS: \$500,000 2016 Bonds General Obligation Debt Service		Total Debt Service	Estimated Bond Tax Rate (b)
		Principal	Interest			Principal	Interest	Principal	Interest (2.67%)			Principal	Interest (2.67%)		
2017	\$10,604,732	\$115,000	\$161,213	\$276,213	\$2.44	\$115,000	\$161,213	\$198,000	\$61,447	\$259,447	\$2.44		\$9,901	\$269,348	\$2.44
2018	10,816,827	120,000	154,829	274,829	2.67	120,000	154,829	163,000	77,564	240,564	2.34		13,350	253,914	2.47
2019	11,033,163	130,000	148,170	278,170	2.65	130,000	148,170	172,000	73,211	245,211	2.34	\$8,000	13,350	266,561	2.54
2020	11,253,826	135,000	140,930	275,930	2.58	135,000	140,930	182,000	68,619	250,619	2.34	8,000	13,136	271,755	2.54
2021	11,478,903	145,000	133,415	278,415	2.55	145,000	133,415	192,000	63,760	255,760	2.35	8,000	12,923	276,682	2.54
2022	11,708,481	150,000	125,301	275,301	2.48	150,000	125,301	194,000	58,633	252,633	2.27	17,000	12,709	282,342	2.54
2023	11,942,651	160,000	116,961	276,961	2.44	160,000	116,961	201,000	53,453	254,453	2.24	22,000	12,255	288,709	2.54
2024	12,181,504	170,000	108,040	278,040	2.40	170,000	108,040	208,000	48,087	256,087	2.21	26,000	11,668	293,755	2.54
2025	12,425,134	175,000	98,444	273,444	2.32	175,000	98,444	208,000	42,533	250,533	2.12	38,000	10,974	299,507	2.54
2026	12,673,636	185,000	88,573	273,573	2.27	185,000	88,573	214,000	36,980	250,980	2.08	45,000	9,959	305,939	2.54
2027	12,927,109	195,000	78,151	273,151	2.22	195,000	78,151	219,000	31,266	250,266	2.04	53,000	8,758	312,023	2.54
2028	13,185,651	210,000	67,198	277,198	2.21	210,000	67,198	229,000	25,418	254,418	2.03	56,000	7,343	317,761	2.54
2029	13,449,364	220,000	55,363	275,363	2.16	220,000	55,363	234,000	19,304	253,304	1.98	65,000	5,847	324,151	2.54
2030	13,718,352	235,000	42,978	277,978	2.13	235,000	42,978	243,000	13,056	256,056	1.96	71,000	4,112	331,168	2.54
2031	13,992,719	245,000	30,359	275,359	2.07	245,000	30,359	246,000	6,568	252,568	1.90	83,000	2,216	337,784	2.54
2032	14,272,573	260,000	17,225	277,225	2.04	260,000	17,225	0	0	0	0.00	0	0	0	0.00
		<u>\$2,850,000</u>	<u>\$1,567,148</u>			<u>\$2,850,000</u>	<u>\$1,567,148</u>	<u>\$3,103,000</u>	<u>\$679,899</u>	<u>\$4,060,181</u>			<u>\$500,000</u>	<u>\$148,501</u>	<u>\$4,708,681</u>

(a) Preliminary 2016/17 provided by the County. Fiscal years 2017/18 and after assume 2% growth.

(b) Assumes a 5% delinquency factor and does not include arbitrage rebate payments or interest interest earnings (if any) and are subject to change. Also does not include cash balances.

APPENDIX A

**Legal Description for Centerra
Community Facilities District**

LEGAL DESCRIPTION

CENTERRA - TOTAL PROPERTY

FFENG JOB NO. 281-02

NOTE: LEGAL DESCRIPTION PER ALTA SURVEY BY Z & H ENGINEERING, INC., PROJECT NO. 99032 DATED 8/18/99.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8 TOWNSHIP 1 NORTH RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, SAID POINT BEING THE CENTERLINE OF THE INTERSECTION OF YUMA ROAD AND ESTRELLA PARKWAY.

THENCE, N 00° 23' 06" W ALONG THE WEST LINE OF SAID SECTION 8, ALSO BEING THE CENTERLINE OF ESTRELLA PARKWAY, A DISTANCE OF 1319.17 FEET TO A POINT;

THENCE, N 89° 43' 50" E, LEAVING SAID WEST SECTION LINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ESTRELLA PARKWAY AND THE POINT OF BEGINNING;

THENCE, N 00° 23' 06" W, ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST SECTION LINE A DISTANCE OF 1319.32 FEET TO A POINT 75 FEET EAST OF THE WEST 1/4 CORNER OF SAID SECTION 8;

THENCE, N 00° 23' 15" W, ALONG SAID EAST RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST SECTION LINE A DISTANCE OF 2583.53 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET, SAID POINT BEING 55 FEET SOUTH AND 75 FEET EAST OF THE NORTHWEST CORNER OF SECTION 8 TOWNSHIP 1 NORTH RANGE 1 WEST;

THENCE, N 89° 44' 15" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF VAN BUREN STREET AND PARALLEL TO THE NORTH SECTION LINE OF SAID SECTION 8, A DISTANCE OF 2529.92 FEET TO A POINT, SAID POINT BEING 55 FEET SOUTH OF THE NORTH 1/4 CORNER OF SAID SECTION 8;

THENCE, DEPARTING SAID RIGHT-OF-WAY LINE S 00° 11' 34" E ALONG THE NORTH-SOUTH MIDSECTION LINE A DISTANCE OF 2813.45 FEET TO A POINT;

THENCE, DEPARTING SAID NORTH-SOUTH LINE N 89° 43' 56.5" E, A DISTANCE OF 512.00 FEET TO THE CENTERLINE OF BULLARD WASH;

THENCE, S 05° 30' 36" E, ALONG THE CENTERLINE OF SAID BULLARD WASH, A DISTANCE OF 2284.79 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF YUMA ROAD AND 33 FEET NORTH OF THE SOUTH SECTION LINE OF SECTION 8 TOWNSHIP 1 NORTH RANGE 1 WEST;

THENCE, S 89° 44' 18" W ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 723.78 FEET TO A POINT 33 FEET NORTH OF THE SOUTH 1/4 CORNER OF SAID SECTION 8;

THENCE, N 00° 16' 16" W, A DISTANCE OF 22.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF YUMA ROAD AND 55 FEET NORTH OF THE SOUTH 1/4 CORNER OF SAID SECTION 8;

THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE S 89° 43' 44" W A DISTANCE OF 1293.67 FEET TO A POINT;

CONTINUED ON PAGE 2

LEGAL DESCRIPTION
CENTERRA
FFENG JOB NO. 281-02
PAGE 2

THENCE, N 00° 17' 20" W, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1284.12 FEET TO A POINT;

THENCE S 89° 43' 50" W A DISTANCE OF 1220.85 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING:

FOUR (4) PARCELS OF LAND LYING WITHIN THE FOLLOWING DESCRIBED PARCEL AS RECORDED IN DOCUMENT NO. 93-030876 M.C.R.

THE WEST HALF OF SECTION EIGHT (8), TOWNSHIP ONE (1) NORTH, RANGE ONE (1) WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;



DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this "*Agreement*") dated as of _____ 1, 2016, by and among the **CENTERRA COMMUNITY FACILITIES DISTRICT (CITY OF GOODYEAR, ARIZONA)** (the "*District*"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association authorized to do trust business in the State of Arizona, as trustee (the "*Trustee*") and **WELLS FARGO BANK, N.A.**, as registrar of the bonds being refunded (the "*Refunded Registrar*");

WITNESSETH:

WHEREAS, the following bonds of the District have been issued and are currently outstanding (the "*Bonds Being Refunded*"):

CUSIP (Base No. 15200R)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Being Refunded	Redemption Date or Maturity	Redemption Price on Bonds Being Refunded (as a Percentage of Principal)
AA4	05/24/05	District General Obligation Bonds, Series 2005 (the " <i>Series 2005 Bonds Being Refunded</i> ")	\$2,400,000	2029	\$1,670,000	___/___/2016	100%
AC0	11/16/06	District General Obligation Bonds, Series 2006 (the " <i>Series 2006 Bonds Being Refunded</i> ")	\$ 550,000	2031	\$ 550,000	___/___/2016	100%
AF3 AD8	04/09/08	District General Obligation Bonds, Series 2008 (the " <i>Series 2008 Bonds Being Refunded</i> ")	\$ 180,000 490,000	2023 2032	\$ 140,000 490,000	07/15/2018 07/15/2018	100% 100

; and

WHEREAS, by a resolution adopted on September 12, 2016 (the "*Bond Resolution*") the District has authorized the issuance, sale and delivery of \$ _____ in aggregate principal amount of the District's General Obligation Project Bonds, Series 2016 (the "*New Money Bonds*") and \$ _____ in aggregate principal amount of the District's General Obligation Refunding Bonds, Series 2016 (the "*Refunding Bonds*" and, together with the New Money Bonds, the "*Bonds*"); and

WHEREAS, the Refunding Bonds were issued to refund the Bonds Being Refunded; and

WHEREAS, the Bond Resolution authorizes and directs the District to enter into an irrevocable trust agreement with the Trustee for the safekeeping and handling of the moneys and securities to be held in trust to pay the Bonds Being Refunded and pay the costs of issuance of the Bonds; and

WHEREAS, the Trustee agrees to accept and administer the trust created hereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Trustee. Pursuant to this Agreement, the Trustee has received for deposit to the account of the District the amount of \$ _____:

Refunding Bond Proceeds to be used to purchase Government Obligations and to hold uninvested
Refunding Bond Proceeds to be used to pay costs of issuance on the Refunding Bonds
New Money Bond Proceeds to be used to pay costs of issuance on the New Money Bonds
Bond Fund Deposit
TOTAL

The proceeds of the Bonds shall be applied as follows: (a) \$ _____ shall be deposited in the hereinafter defined Trust Account and applied to refund the Bonds Being Refunded on _____, 2016, (b) \$ _____ shall be deposited in the hereinafter defined Trust Account and applied to advance refund the Bonds Being Refunded on July 15, 2018, (c) \$ _____ shall be deposited into the Bond Fund held by the District to pay interest on the Bonds on January 15, 2017 (d) \$ _____ shall be deposited in the hereinafter defined Costs of Issuance Account and applied to pay certain costs of issuance of the Refunding Bonds and (e) \$ _____ shall be deposited in the hereinafter defined Costs of Issuance Account and applied to pay certain costs of issuance of the New Money Bonds.

Section 2. Trust Account. Excluding the \$ _____ that shall be held by the Trustee in a Costs of Issuance Account separate from the Trust Account and used to pay costs of issuance, the Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Trustee hereunder in an irrevocable segregated and separate trust account separate from all other funds and investments deposited with the Trustee (the "*Trust Account*") for the sole and exclusive benefit of the holders of the Bonds Being Refunded until final payment thereof.

Section 3. Government Obligations. On the date of initial delivery of the Bonds, the Trustee shall invest the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (the "*Government Obligations*") as follows: \$ _____ of the proceeds of the Bonds shall be applied to create a portfolio of Government Obligations as described in *Exhibit A* hereto and \$ _____ will be held uninvested as an initial cash balance in the Trust Account for the current and advance refunding of the Bonds Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Trustee and credited to the Trust Account. The Trustee shall keep adequate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. **Code Provisions.** The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery of this Agreement, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Bonds and the Bonds Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be used to pay principal of or interest on the Bonds Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Bonds of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Bonds), produces an amount equal to the present value of all unconditionally payable payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted. At the time of execution and delivery of this Agreement, if a Government Obligation cannot be purchased on an established market or a bona fide bid price cannot be established at a yield that does not exceed the yield restriction applicable to the moneys to be invested regarding the Government Obligations, investments are limited to United States Treasury Certificates of Indebtedness, Notes and Bonds--State and Local Government Series which yield no more than the yield on the Bonds.

(d) Notwithstanding the foregoing, and subject to the terms of Section 5 hereof, any amounts held in the Trust Account and Government Obligations, respectively, may be invested in investments having any yield if the parties hereto receive an opinion in form and substance satisfactory to them of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Bonds or the Bonds Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Bonds or the Bonds Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations prior to the date such amounts are to be used to make payments on the Bonds Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Bonds Being Refunded may be withdrawn from the Trust Account and returned to the District in accordance with applicable law.

Section 5. Investment Instructions. The Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds thereof or redemption or other moneys credited to the Trust Account in Government Obligations only upon receipt by the Trustee of written instructions from the District Chair or District Treasurer to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to them of bond counsel experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds Being Refunded or the Bonds to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded or the Bonds to become "arbitrage bonds" within the meaning of Section 148 of the Code, and will not adversely affect the right of the District to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally recognized certified public accountant or firm of accountants verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the District's instructions, to pay, when due, the principal of and interest on the Bonds Being Refunded as the same becomes due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant's report, may be withdrawn from the Trust Account and returned to the District in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Bonds are issued and delivered against payment therefor (the "*Delivery Date*"), the Trustee is to receive the Government Obligations referred to above in Section 3 and Exhibit A. If the Trustee shall not receive any of the obligations (the "*Failed Escrow Securities*"), the Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by an independent certified public accountant, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Trustee may rely upon a report of an independent firm of certified public accountants that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities which the Substitute Escrow Securities replaced.

Section 6. Moneys Not Invested. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held uninvested.

Section 7. Timely Payments. The Trustee shall make timely payments from the Trust Account to the Refunded Registrar in the amounts and on the dates sufficient to pay principal and interest coming due on each series of the Bonds Being Refunded. Unless otherwise directed by the District Treasurer in order to determine the amounts and the dates on which principal and interest is due on each series of the Bonds Being Refunded, the Trustee may rely upon the debt service schedules with respect to each series of the Bonds Being Refunded as such debt service scheduling appear in the verification report prepared by [Grant Thornton LLP], certified public accountants, in connection with the issuance of the Bonds.

Section 8. Notices. (a) The District hereby irrevocably instructs the Refunded Registrar that the Series 2005 Bonds Being Refunded shall be paid in full by the Trustee on _____, 2016. In accordance with the District's prior instructions, the Refunded Registrar shall mail a notice of refunding of the Series 2005 Bonds Being Refunded in substantially the form attached hereto as Exhibit B-1 to all registered owners of the Series 2005 Bonds Being Refunded and to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA").

(b) The District hereby irrevocably instructs the Refunded Registrar that the Series 2006 Bonds Being Refunded shall be paid by the Trustee on _____, 2016. In accordance with the District's prior instructions, the Refunded Registrar shall mail a notice of refunding of the Series 2006 Bonds Being Refunded in substantially the form attached hereto as Exhibit B-2 to all registered owners of the Series 2006 Bonds Being Refunded and to the MSRB, currently through EMMA.

(c) The District hereby irrevocably instructs the Refunded Registrar that the Series 2008 Bonds Being Refunded shall be paid by the Trustee on July 15, 2018. The Refunded Registrar shall mail a notice of advance refunding of the Series 2008 Bonds Being Refunded in substantially the form attached hereto as Exhibit B-3 to all registered owners of the Series 2008 Bonds Being Refunded and to the MSRB, currently through EMMA.

(d) Not more than sixty nor less than thirty days prior to _____, 2016, the District hereby irrevocably instructs the Refunded Registrar to mail to the owners of the Series 2005 Bonds Being Refunded and the MSRB, currently through EMMA, the notice of redemption in substantially the form of Exhibit C-1 hereto.

(e) Not more than sixty nor less than thirty days prior to _____, 2016, the District hereby irrevocably instructs the Refunded Registrar to mail to the owners of the Series 2006 Bonds Being Refunded and the MSRB, currently through EMMA, the notice of redemption in substantially the form of Exhibit C-2 hereto.

(f) Not more than sixty nor less than thirty days prior to July 15, 2018, the District hereby irrevocably instructs the Refunded Registrar to mail to the owners of the Series 2008 Bonds Being Refunded and the MSRB, currently through EMMA, the notice of redemption in substantially the form of Exhibit C-3 hereto.

(g) The District agrees to pay the expenses of the Refunded Registrar in giving all notices required hereunder pursuant to the registrar contract relative to the Bonds Being Refunded. The

Trustee shall not have any liability to any party in connection with any failure to timely file such notices of advance refunding and optional redemption with the MSRB via EMMA and the sole remedy available shall be an action by the holders of the Bonds Being Refunded in mandamus for specific performance or similar remedy to compel performance.

Section 9. **Insufficient Funds.** If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due, or for the payment of the fees and expenses of the Trustee, the Trustee shall promptly notify the District of such deficiency. The Trustee shall have no liability for any such deficiency.

Section 10. **Reports.** On each January 1 and July 1, or as shortly thereafter as practicable, during the term hereof until January 15, 2019, the Trustee shall submit to the District a report covering all moneys it has received and all payments it has made under the provisions during the six-month period ending on the preceding June 30 and December 31 (except for the first such report, due July 15, 2017, which will cover the period commencing with the date on which the Bonds were issued to and including June 30, 2017). Such report shall also list all investments and moneys on deposit with the Trustee hereunder as of the date of the report.

Section 11. **Transfer Upon Full Payment.** When all amounts payable on the Bonds Being Refunded have become due and the Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date on which the last of the Bonds Being Refunded matures or is to be redeemed on July 15, 2018, the Trustee shall transfer all moneys and investments credited to the Trust Account not required for payment of principal and interest with respect to the Bonds Being Refunded to the District Treasurer for the District's benefit.

Section 12. **Agreement Irrevocable.** The parties recognize that the owners of the Bonds Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust Account hereunder and that the Bonds will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner which may adversely affect the rights herein sought to be protected, until the provisions hereof have been fully carried out.

Section 13. **Non-Liability.** The Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by any paying agent for the Bonds Being Refunded of any of its obligations or to protect any of the rights of the District under any of the proceedings with respect to the Bonds Being Refunded or the Bonds. The Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant hereto in compliance with the provisions hereof.

Section 14. **Trustee Fees.** For services hereunder, the Trustee shall be entitled to the Trustee's fees set forth in Exhibit D, attached hereto and incorporated herein by reference, such fees being due upon the initial deposit of moneys with the Trustee and representing payment of the Trustee's initial fee and prepayment of the annual Trustee's fees for services hereunder during the term hereof. The Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Trustee shall be reimbursed for all out of pocket costs.

Section 15. Audit. The District shall have the right to audit the books, records and accounts of the Trustee insofar as they pertain to the trust created hereunder.

Section 16. Costs of Issuance. The Trustee is hereby authorized and directed to pay, solely from moneys deposited with the Trustee for the purpose of paying the costs of issuance (\$ _____), the costs and expenses as set forth in Exhibit D hereto (the "*Costs of Issuance Account*"). Amounts deposited with the Trustee for such purpose shall be held in the Costs of Issuance Account and not invested. Any amounts remaining on the date six (6) months following the date the Bonds are issued shall be transferred to the District and deposited to the Bond Fund and used to pay interest on the Bonds on the next succeeding interest payment date.

Section 17. Assignment; Merger. Neither this Agreement nor the trust created hereunder may be assigned by the Trustee without the prior written consent of the District unless the Trustee is required by law to divest itself of its interest in its trust department or unless the Trustee sells or otherwise assigns all or substantially all of its corporate trust business in which event the trust shall be continued by the Trustee's successor in interest.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation, association or agency shall be otherwise qualified and eligible under this Section 17, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business, and has a corporate office in Phoenix, Arizona, that is under common corporate control with the Trustee and that otherwise satisfies the qualification requirements hereunder for successor Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

Section 18. Trustee Responsibility. In the event the Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Trustee, the performance (or nonperformance) of which would, in the Trustee's sole judgment, subject the Trustee to unreasonable risk of liability or expense, the Trustee shall have no duty to take (or refrain from taking) any such action until the Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees) in connection therewith, or until its duty as to any such action (or inaction) shall have been finally adjudicated by a court of competent jurisdiction and all applicable periods in which to appeal or seek appellate review have expired.

To the extent permitted by law, the District will indemnify and hold the Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment or expense (including reasonable attorneys' fees) arising from the Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the successful allegation of the Trustee's negligence or willful misconduct or breach of trust. The rights

of the Trustee to such indemnification shall survive the termination of this Agreement or the earlier resignation or removal of the Trustee.

The Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest on the Bonds Being Refunded at the respective maturities or earlier redemption of the Bonds Being Refunded. Furthermore, the Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Trustee in accordance herewith and signed or presented by the proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Trustee at any time may resign and be discharged of the duties and obligations created hereby. If the Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed. No resignation or removal may become effective until a successor Trustee shall have been appointed. In the event that no appointment of a successor Trustee occurs within sixty (60) days, the holder of any of the Bonds Being Refunded or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee acceptable to the District, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Trustee acceptable to the District. Any successor Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and the District an instrument in writing accepting such appointment and, thereupon, such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Trustee, execute, acknowledge and deliver an instrument transferring to such successor Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it to the successor Trustee.

Section 19. **Severability.** If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties hereby declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

Section 20. **Applicable Laws.** This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona. This Depository Trust Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the subject matter hereof and no party hereto has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth herein.

Section 21. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 22. **Conflict of Interest.** The District hereby gives notice to the Trustee and the Refunded Registrar that Arizona Revised Statutes, Section 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three (3) years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 23. **E-verify Requirements.** To the extent applicable under Arizona Revised Statutes, Section 41-4401, the Trustee, the Refunded Registrar and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statutes, Section 23-214(A). The Trustee's, the Refunded Registrar's or their respective subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District. The District retains the legal right to randomly inspect the papers and records of the Trustee, the Refunded Registrar and their subcontractors who work on this Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee, the Refunded Registrar and their respective subcontractors warrant to keep the papers and records open for random inspection by the District during the Trustee's normal business hours. The Trustee, the Refunded Registrar and their respective subcontractors shall cooperate with the District's random inspections including granting the District entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Section 24. **No Boycott of Israel.** Pursuant to A.R.S. §35-393 et seq., the Trustee and the Refunded Registrar certify they are not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in A.R.S. §35-393.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**CENTERRA COMMUNITY FACILITIES
DISTRICT (CITY OF GOODYEAR,
ARIZONA)**

By _____
District Treasurer

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By _____
Title: _____

**ACKNOWLEDGED AND AGREED FOR
PURPOSES OF SECTIONS 8, 22, 23 AND 24
HEREOF:**

Wells Fargo Bank, N.A., as the Refunded
Registrar

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired with proceeds of the Refunding Bonds in the amount of \$_____. \$_____ shall be held uninvested as an initial cash balance to the Trust Account for the refunding of the Bonds Being Refunded.

<u>Security</u> <u>Type</u>	<u>Maturity</u> <u>Date</u>	<u>Par Amount</u>	<u>Coupon</u> <u>Rate</u>	<u>Total</u> <u>Cost</u>
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EXHIBIT B-1

NOTICE OF REFUNDING

**DISTRICT GENERAL OBLIGATION
BONDS, SERIES 2005**

<u>CUSIP (Base No. 15200R)</u>	<u>(Dated Date)</u>	<u>Name of Issue</u>	<u>Original Principal Amount</u>	<u>Maturities Being Refunded (July 15)</u>	<u>Principal Amount Being Refunded</u>	<u>Redemption Date</u>	<u>Redemption Price on Bonds Being Refunded (as a Percentage of Principal)</u>
AA4	05/24/05	District General Obligation Bonds, Series 2005	\$2,400,000	2029	\$1,670,000	__/__/2016	100%

Such bonds are hereinafter referred to as the "Bonds Being Refunded".

Notice is hereby given that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

WELLS FARGO BANK, N.A., as Refunded Registrar

By _____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Bonds Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within thirty (30) days following the issuance of the bonds which refund the Bonds Being Refunded.

EXHIBIT B-2

NOTICE OF REFUNDING

**DISTRICT GENERAL OBLIGATION
BONDS, SERIES 2006**

<u>CUSIP (Base No. 15200R)</u>	<u>(Dated Date)</u>	<u>Name of Issue</u>	<u>Original Principal Amount</u>	<u>Maturities Being Refunded (July 15)</u>	<u>Principal Amount Being Refunded</u>	<u>Redemption Date</u>	<u>Redemption Price on Bonds Being Refunded (as a Percentage of Principal)</u>
AC0	11/16/06	District General Obligation Bonds, Series 2006	\$ 550,000	2031	\$ 550,000	__/__/2016	100%

Such bonds are hereinafter referred to as the "Bonds Being Refunded".

Notice is hereby given that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

WELLS FARGO BANK, N.A., as Refunded Registrar

By _____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Bonds Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within thirty (30) days following the issuance of the bonds which refund the Bonds Being Refunded.

EXHIBIT B-3

NOTICE OF ADVANCE REFUNDING

**DISTRICT GENERAL OBLIGATION
BONDS, SERIES 2008**

CUSIP (Base No. 15200R)	(Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 15)	Principal Amount Being Refunded	Redemption Date	Redemption Price on Bonds Being Refunded (as a Percentage of Principal)
AF3 AD8	04/09/0 8	District General Obligation Bonds, Series 2008	\$ 180,000 490,000	2023 2032	\$ 140,000 490,000	07/15/2018 07/15/2018	100% 100

Such bonds are hereinafter referred to as the "Bonds Being Refunded".

Notice is hereby given that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

WELLS FARGO BANK, N.A., as Refunded Registrar

By _____

THIS IS NOT A REDEMPTION NOTICE

The Refunded Registrar shall cause a notice of refunding of the Bonds Being Refunded to be sent via telecopy or other electronic means to the Depository Trust Company, and to the Municipal Securities Rulemaking Board (the "MSRB"), by the method required by the MSRB, currently through the Electronic Municipal Market Access system.

EXHIBIT C-1

**NOTICE OF REDEMPTION
of the following obligations:**

Centerra Community Facilities District (City of Goodyear, Arizona), District General Obligation Bonds, Series 2005, dated May 24, 2005, term bond maturing July 15, 2029.

Notice is hereby given that \$1,670,000 in the below-described aggregate principal amounts of the above-referenced bonds outstanding have been called for redemption and will be redeemed on October 18, 2016. The maturity dates and amounts of the bonds to be redeemed are as follows:

<u>CUSIP (15200R)</u>	<u>Maturity Date (July 15)</u>	<u>Coupon</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Refunded</u>	<u>Redemption Date</u>	<u>Redemption Price (as a Percentage of Principal)</u>
AA4	2029	5.50%	\$1,670,000	\$1,670,000	__/__/2016	100%

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Wells Fargo Bank, N.A. (the "Refunded Registrar"), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

DATED: _____

WELLS FARGO BANK, N.A., as Refunded
Registrar

By _____

The following is not part of this notice:

The Refunded Registrar shall cause a notice of redemption to be mailed to the registered owner of each bond to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Refunded Registrar shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB") by the method required by the MSRB, currently through the Electronic Municipal Market Access system.

EXHIBIT C-2

**NOTICE OF REDEMPTION
of the following obligations:**

Centerra Community Facilities District (City of Goodyear, Arizona), District General Obligation Bonds, Series 2006, dated November 16, 2006, term bond maturing July 15, 2031.

Notice is hereby given that \$550,000 in the below-described aggregate principal amounts of the above-referenced bonds outstanding have been called for redemption and will be redeemed on October 18, 2016. The maturity dates and amounts of the bonds to be redeemed are as follows:

<u>CUSIP (15200R)</u>	<u>Maturity Date (July 15)</u>	<u>Coupon</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Refunded</u>	<u>Redemption Date</u>	<u>Redemption Price (as a Percentage of Principal)</u>
AC0	2031	5.150%	\$ 550,000	\$ 550,000	__/__/2016	100%

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Wells Fargo Bank, N.A. (the "Refunded Registrar"), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

DATED: _____

WELLS FARGO BANK, N.A., as Refunded
Registrar

By _____

The following is not part of this notice:

The Refunded Registrar shall cause a notice of redemption to be mailed to the registered owner of each bond to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Refunded Registrar shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB") by the method required by the MSRB, currently through the Electronic Municipal Market Access system.

EXHIBIT C-3

NOTICE OF REDEMPTION

of the following obligations:

Centerra Community Facilities District (City of Goodyear, Arizona), District General Obligation Bonds, Series 2008, dated April 9, 2008, term bonds maturing July 15, 2023 and July 15, 2032.

Notice is hereby given that \$630,000 in the below-described aggregate principal amounts of the above-referenced bonds outstanding have been called for redemption and will be redeemed on July 15, 2018. The maturity dates and amounts of the bonds to be redeemed are as follows:

<u>CUSIP (15200R)</u>	<u>Maturity Date (July 15)</u>	<u>Coupon</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Refunded</u>	<u>Redemption Date (July 15)</u>	<u>Redemption Price (as a Percentage of Principal)</u>
AF3	2023	6.125%	\$ 140,000	\$ 140,000	2018	100%
AD8	2032	6.125%	490,000	490,000	2018	100

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of Wells Fargo Bank, N.A. (the "Refunded Registrar"), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Refunded Registrar shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

DATED: _____

WELLS FARGO BANK, N.A., as Refunded
Registrar

By _____

The following is not part of this notice:

The Refunded Registrar shall cause a notice of redemption to be mailed to the registered owner of each bond to be redeemed at the address shown on the registration book maintained by the Refunded Registrar. Additionally, the Refunded Registrar shall cause a notice of any such redemption to be sent to the Municipal Securities Rulemaking Board (the "MSRB") by the method required by the MSRB, currently through the Electronic Municipal Market Access system.

EXHIBIT D

EXPENSES

Upon the District's prior receipt and approval of invoices, the following expenses are to be paid by the Trustee from Bond Proceeds deposited with the Trustee for that purpose:

	<u>New Money</u>	<u>Refunding</u>	<u>Total</u>
Bond Counsel's Fee and Costs (1)			
Official Statement Printing and Preparation (2)			
Registrar/Paying Agent's Fee (3)			
Trustee (3)			
Credit Rating (4)			
Underwriter's Counsel (5)			
CPA Verification (6)			
Financial Advisor (7)			
Miscellaneous			

TOTAL:

- (1) Gust Rosenfeld P.L.C.
- (2)
- (3) U.S. Bank National Association
- (4)
- (5) Greenburg Traurig LLP
- (6) Grant Thornton LLP
- (7) FirstSouthwest, a Division of Hilltop Securities Inc.

PLACEMENT AGENT AGREEMENT

_____, 2016

DISTRICT BOARD
CENTERRA COMMUNITY FACILITIES DISTRICT
(CITY OF GOODYEAR, ARIZONA)

Re: Centerra Community Facilities District (City of Goodyear, Arizona) District
General Obligation Project Bonds, Series 2016 (Bank Qualified), and
District General Obligation Refunding Bonds, Series 2016 (Bank Qualified)

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agent Agreement (this "Placement Contract") with Centerra Community Facilities District (City of Goodyear, Arizona) (the "District"), which, upon acceptance of this offer and subject to Paragraph 5 hereof, shall be binding upon the District and the Placement Agent. This offer is made subject to acceptance of this Placement Contract by the District before or on _____, 2016, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the District shall be under further obligation hereunder.

The above-captioned bonds (the "Bonds") are to be executed and delivered pursuant to a Resolution of the District Board adopted on September 12, 2016 (the "Resolution").

1. The Placement Agent shall use its best efforts to locate purchasers for the Bonds (the "Purchaser") at a purchase price determined as provided in the Resolution (the "Purchase Price") and on terms consistent with the Resolution. If the Purchaser purchases the Bonds on the hereinafter defined Closing Date, the District will pay a placement fee equal to \$_____ (the "Fee") to the Placement Agent.

2. The undersigned, on behalf of the District, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of the Placement Agent to perform under this Placement Contract that it shall be represented and warranted on the Closing Date) that:

(a) The District is duly organized and validly existing under the laws of the State of Arizona (the "State") with power to adopt the Resolution, perform the

agreements on its part contained therein and in the agreements approved thereby and cause the issuance, sale and delivery of the Bonds.

(b) The District has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The District has duly adopted the Resolution, and the District has duly authorized and approved the execution and delivery of this Placement Contract, a Depository Trust Agreement and a Purchase Contract (each as defined in the Resolution, and, collectively, the "Documents") as well as the performance of its obligations contained in the Resolution and the Bonds and the consummation by it of all other transactions contemplated hereby.

(d) The District is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default would materially and adversely affect the District or its ability to perform its duties and obligations under the Documents, the Resolution and the Bonds, and the execution and delivery of the Documents, the adoption of the Resolution and the issuance, sale and delivery of the Bonds and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default would materially and adversely affect the District or its ability to perform its duties and obligations under the Documents, the Resolution or the Bonds.

(e) No litigation is pending or overtly threatened in any court in any way affecting the existence of the District or the title of the members of the District Board to their respective offices or seeking to restrain or to enjoin the sale, execution or delivery of the Bonds, or the collection or pledge of any revenues pledged or to be pledged under the Resolution to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution or the Documents, or contesting the powers of the District or the members of the District Board with respect to the Bonds.

3. (a) At or prior to 11 a.m. M.S.T. on _____, 2016, or such other date agreed to by the District, the Placement Agent and the Purchaser (the "Closing Date"), the Bonds will be delivered, in definitive fully registered and physically certificated form, duly executed, in denominations and on the terms specified by the Purchaser, together with the other documents hereinabove mentioned, upon payment of the Purchase Price by wire transfer, in immediately available funds, to the District. Delivery as aforesaid shall be made at a time and place, as shall have been mutually agreed upon by authorized representatives of the Placement Agent and the District, and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

(b) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

- (i) a certified copy of the Resolution;
- (ii) an opinion of Bond Counsel, Gust Rosenfeld P.L.C. ("Bond Counsel") in form and substance satisfactory to the Placement Agent;

(iii) a certificate, signed by an authorized officer of the District, to the effect that (i) the representations, warranties and covenants of the District contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date; (ii) no litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting the existence of the District or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the sale, execution or delivery of the Bonds, or the collection of any revenues or assets of the District pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution or this Placement Contract, or contesting the powers of the District or its authority with respect to the Bonds, the Resolution or the Documents (but in lieu of or in conjunction with such certificate, the Placement Agent may, in the sole discretion of an authorized representative thereof, accept certificates or opinions of counsel to the District, acceptable to such representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit) and (iii) the District has complied in all material respects with the Resolution and the terms of the Bonds and the Documents and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds; and

(iv) such additional certificates, instruments or opinions as Bond Counsel, the District or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to authorized representatives of Bond Counsel, the District and the Placement Agent.

4. The obligation of the Placement Agent to use its best efforts to place the Bonds shall be subject to the performance by the District of the obligations thereof provided hereby in all material respects at or prior to the Closing, and the accuracy in all material respects of the representations and warranties of the District contained herein and shall also be subject to the following conditions:

(a) The Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(b) The District shall have arranged for payment of the Fee at the time of the Closing; and

(c) All of the other obligations of the District required under or specified in this Placement Contract and the Resolution to be performed at or prior to the Closing shall have been performed in all material respects.

5. This Placement Contract may be terminated by the Placement Agent by notification in writing to you at your office if at any time subsequent to the date hereof and at or prior to the Closing: (i) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds or, with respect to State taxation, of the interest on the Bonds or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein; (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the offering, sale and execution and delivery of the Bonds without registration thereof or obligations of the general character of the Bonds is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (iii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the District or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iv) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (v) there shall have occurred a general suspension of trading on the New York Stock Exchange; (vi) a general banking moratorium shall have been declared by the United States, State of New York, or the State authorities; (vii) there shall have occurred since the date of this Placement Contract any materially adverse change in the affairs or financial condition of the District or (viii) the purchase of and payment for the Bonds on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

6. There shall be paid solely from the proceeds of the sale of the Bonds, upon or promptly after the Closing: (a) the cost, if any, of the preparation and printing of the Bonds; (b) the fees and disbursements of Bond Counsel and of any other counsel or consultants retained

by the District and (c) the Fee. The Placement Agent shall be under no obligation to pay any expenses incident to this Placement Contract.

7. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the District, and no other person shall acquire or have any right under or by virtue of this Placement Contract.

8. This Placement Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the District and shall be valid and enforceable as of the time of such acceptance. This Placement Contract may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

9. This Placement Contract shall be governed by and construed in accordance with the law of the State. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the District) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the District hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Placement Contract and covenants that it shall take no action which would result in a violation of such Section.

10. **Regulatory Disclosure:** The District is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that the Placement Agent will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Bonds issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Bonds, the parties understand and agree that the Placement Agent is serving as a placement agent for this transaction and is

permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The District agrees that the Placement Agent will not be serving as the District's financial advisor or acting as an agent or fiduciary for the District and that the District will be consulting with its own legal, financial and other advisors. This Placement Contract and relationship shall be executed, approved or acknowledged by the District Board.

11. **Disclosures Required by MSRB Rule G-17 Concerning the Role of the Placement Agent:** Municipal Securities Rulemaking Board Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors. The Placement Agent's primary role is to place the Bonds directly with an investor or investors on behalf of the District without first purchasing the Bonds, and the Placement Agent has financial and other interests that differ from those of the District. Unlike a municipal advisor, the Placement Agent does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests. The Placement Agent will review the official statement for the securities, if any, in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

12. **Conflict Waiver:** The District and the Placement Agent acknowledge that Bond Counsel has acted or is acting (i) as counsel to the Placement Agent in other transactions, and (ii) as bond counsel in other transactions of the District or political subdivisions that overlap with the boundaries of the District. By executing this Placement Contract, the District and the Placement Agent each hereby waive, in connection with the Bonds, any conflict based on prior, ongoing or future representation by Bond Counsel of either or both parties hereto.

13. If any provision of this Placement Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Placement Contract invalid, inoperative or unenforceable to any extent whatever.

14. **No Boycott of Israel.** Pursuant to A.R.S. §35-393 et seq., the Placement Agent hereby certifies it is not currently engaged in, and for the duration of this Placement Contract will not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in A.R.S. §35-393.

15. This Placement Contract shall be governed by and construed in accordance with the laws of the State of Arizona

[Signature Page to Follow]

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

Mark Reader, Managing Director

ACCEPTED this ____ day of _____, 2016.

CENTERRA COMMUNITY FACILITIES
DISTRICT (CITY OF GOODYEAR, ARIZONA)

District Treasurer

ATTEST:

District Clerk

\$ _____
CENTERRA COMMUNITY FACILITIES DISTRICT
(CITY OF GOODYEAR, ARIZONA)
DISTRICT GENERAL OBLIGATION PROJECT BONDS,
SERIES 2016 (BANK QUALIFIED)
AND
\$ _____
DISTRICT GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016 (BANK QUALIFIED)

PURCHASE CONTRACT

_____, 2016

District Board
Centerra Community Facilities District
(City of Goodyear, Arizona)
190 N. Litchfield Road
Goodyear, AZ 85338

The undersigned, an authorized representative of _____ (the "Purchaser"), acting on its own behalf and not acting as a fiduciary or agent for you, offers to enter into this Purchase Contract (this "Purchase Contract") with Centerra Community Facilities District (City of Goodyear, Arizona) (the "District"), which, upon the written acceptance by the District of this offer, will be binding upon the District and upon the Purchaser. Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Resolution (as defined herein).

1. Purchase and Sale of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and any certificates or other documents to be delivered to the Purchaser pursuant to this Purchase Contract, the Purchaser shall purchase from the District all, but not less than all, of the District's District General Obligation Project Bonds, Series 2016 (Bank Qualified) and District General Obligation Refunding Bonds, Series 2016 (Bank Qualified) in the aggregate principal amount of \$_____,000 (the "Bonds") at the aggregate purchase price of \$_____,000.00. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the District, but rather is acting solely in its capacity as a purchaser for its own account. The Purchaser has been duly authorized to execute this Purchase Contract and to act hereunder.

(b) The Bonds shall be dated the date of their initial authentication and delivery and shall (i) mature on the dates and in the principal amounts and (ii) bear interest at the rates payable commencing January 15, 2017 and semiannually thereafter on each July 15 and January 15, all as set forth on the Schedule hereto. The terms of the Bonds shall be as otherwise described in Resolution No. CENTERRACFD RES 16-058 adopted by the Board of Directors of the District on September 12, 2016 (the "Resolution") with only such changes therein as shall be mutually agreed upon between the Purchaser and the District.

2. Direct Purchase. The District and the Purchaser agree and determine that the Bonds are being directly purchased by the Purchaser and are not being sold in a public offering. The Purchaser represents and warrants that it is not purchasing the Bonds with a current view to distributing the Bonds or otherwise acting as an underwriter of the Bonds under federal securities law. The Purchaser is a Qualified Investor, which includes a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission (either of which constitutes a "Qualified Investor"), and will execute the Certificate of Qualified Investor attached hereto as Exhibit A.

3. Representations and Warranties and Agreements of the District. The District hereby represents and warrants to and covenants to the Purchaser that:

(a) Existence and Powers. The District is a political subdivision duly incorporated and validly existing under the laws of the State of Arizona (the "State" or "Arizona"), and has full and legal right, power and authority (i) to adopt the Resolution; (ii) to authorize, execute, deliver and issue, as applicable, this Purchase Contract, the Bonds, the Placement Agent Agreement by and between the District and Stifel, Nicolaus & Company, Incorporated, regarding placement agent obligations (the "Placement Agreement") and all documents required hereunder and thereunder to be executed and delivered by the District (this Purchase Contract, the Placement Agreement and the other documents referred to in the Resolution and are hereinafter referred to as the "Documents"); and (iii) to carry out and consummate the transactions contemplated by the Resolution and the Documents. The District has complied with all applicable provisions of law and has taken all actions required to be taken by it in connection with the transactions contemplated by the aforesaid documents.

(b) Due Authorization. By all necessary official action of the District prior to or concurrently with the acceptance hereof, the District has duly authorized (i) the sale, execution, delivery and issuance, as applicable of and the due performance of the obligations by the District under the Resolution, the Documents and the Bonds and (ii) the taking of any and all actions as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Documents and the Bonds. The District shall take any and all actions necessary or appropriate to consummate the transactions described in the Resolution and the Documents.

(c) Due Execution and Delivery. This Purchase Contract has been, or shall be, as applicable, duly executed and delivered by the District. The Documents (when executed and delivered by the other party or parties thereto) shall be legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject to the enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief.

(d) Resolution Valid. The Resolution (i) authorizes the authorization, execution, delivery and issuance, as applicable, of the Documents and the sale of the Bonds to the Purchaser, (ii) has been duly and validly adopted by the District and (iii) is in full force and effect.

(e) Officers and Officials. The officers and officials of the District executing the Resolution and the Documents and the Bonds and the officers and officials of the District listed on the certificate of the District to be delivered at the Closing (as hereinafter defined) have been or will have been duly appointed and are or will be qualified to serve and acting as such officers and officials of the District.

(f) The Bonds. The form, terms, execution, delivery and issuance of the Bonds have been duly and validly authorized and, when delivered and paid for by the Purchaser at the Closing in accordance with the terms of this Purchase Contract, shall (i) have been duly authorized, executed, delivered and issued and (ii) constitute legal, valid and binding obligations of the District

enforceable in accordance with their terms and entitled to the benefits and security of the Resolution, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief.

(g) Governmental Approvals. No approval, permit, consent, authorization or order of any court or any governmental or public agency, authority or person not already obtained (other than any approvals that may be required under the "blue sky" laws of any jurisdiction) is required with respect to the District in connection with the issuance and sale of the Bonds or the execution and delivery by the District of, or the performance by the District of its obligations under, the Documents and the Bonds.

(h) No Conflicts. The adoption by the District of the Resolution and the authorization, execution, delivery and issuance, as applicable, by the District of the Documents, the Bonds and all other documents executed and delivered by the District in connection with the issuance of the Bonds and compliance by the District with the provisions thereof do not and will not materially conflict with or result in a material breach or violation of any of the terms or provisions of, or constitute a default under any resolution, ordinance, indenture, deed of trust, mortgage commitment, agreement or other instrument to which the District is a party or by which the District is bound, or any constitutional provision, existing law, administrative regulation, court order or consent decree to which the District or property of the District is subject.

(i) No Defaults. As of the time of acceptance hereof and as of the Closing, the District is not and will not be in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject, the consequence of any of the foregoing of which materially and adversely affects the operations of the District as of such dates, and, as of such times, the authorization, execution, delivery and issuance, as applicable, of the Documents and the Bonds and compliance with the provisions thereof do not and shall not conflict with or constitute a material breach of or material default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the District is a party or is otherwise subject.

(j) Litigation. There is no litigation pending or threatened before any judicial, quasi-judicial or administrative forum (i) to restrain or enjoin the issuance or delivery of the Bonds, the application of the proceeds thereof or the performance by the District of the provisions of the Resolution or the Documents or the levy and collection of ad valorem taxes for payment of the Bonds; (ii) in any way contesting or affecting the authority for, or the validity of, this Purchase Contract or the application of the proceeds of the Bonds or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes or State income tax purposes; or (iii) in any way contesting the existence or powers of the District.

(k) Certificates and Representations. Any certificate signed by an authorized officer of the District and delivered to the Purchaser shall be deemed a representation and warranty by the District to the Purchaser as to the statements made therein. The representations and warranties of the District set forth herein and in the Documents and the Resolution are, and as of the Closing shall be, true, correct and complete in all material respects unless modified as provided herein or therein, and, between the date hereof and the Closing, the District shall not take any action that shall cause the representations and warranties made herein to be untrue as of the Closing.

(l) Disclosure of Agreements, Contracts and Restrictions. The District is not a party to any contract or agreement or subject to any restriction, the performance of or compliance with which may have a material adverse effect on the financial condition, operations or prospects of the

District or ability of the District to comply with all the requirements set forth in the Resolution, the Documents or the Bonds.

(m) Financial Statements. The District's comprehensive annual financial report for the fiscal year ended June 30, 2015, presents fairly the financial condition of the District as of the date thereof and the results for the period covered thereby and was prepared in accordance with generally accepted accounting principles consistently applied as required by Arizona law. Except as disclosed to the Purchaser, there has been no change in the financial condition of the District since June 30, 2014, that would in the reasonable opinion of the District materially impair its ability to perform its obligations pursuant to this Purchase Contract or to pay the Bonds. All information that has been provided to the Purchaser by the District with respect to the financial performance of the District is accurate in all material respects as of its respective date and as of the date of Closing.

(n) Reserved.

(o) Reserved.

4. Closing.

(a) At 11:00 a.m. Mountain Standard Time, on _____, 2016, or at such other time and date as shall have been mutually agreed upon by the District and the Purchaser (the "Closing"), the District shall, subject to the terms and conditions hereof, deliver the Bonds to the Purchaser, duly executed, together with the other documents hereinafter mentioned, and the Purchaser shall, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract by wire transfer or other funds which are immediately available funds to the District and the Depository Trustee (as defined in the Resolution).

(b) The Bonds shall be delivered to the Purchaser in definitive fully registered form, registered in the name of _____.

5. Closing Conditions. The Purchaser has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, in the Resolution and in the Documents and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the District of Documents as enumerated herein, in form and substance reasonably satisfactory to the Purchaser:

(a) The representations and warranties of the District contained herein and in the Documents shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The District shall have performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Resolution and the Documents shall be in full force and effect in the form heretofore approved by the Purchaser and shall not have been amended, modified or supplemented and (ii) all actions of the District required to be taken by the District

shall be performed in order for Bond Counsel (as defined herein) to deliver its opinion referred to hereafter;

(d) At the date of the Closing, all official action of the District relating to the Bonds and the Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Documents and the Bonds shall have been duly executed and delivered by the District;

(f) The Purchaser shall have the right to terminate this Purchase Contract by written notification to the District if at any time prior to or as of the Closing:

(i) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which materially adversely affects the market price of the Bonds; or

(ii) A stop order, ruling, regulation or statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Resolution needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(iii) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) Legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress or the Arizona Legislature or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or Arizona authority, with respect to federal or Arizona taxation upon revenues or other income of the general character to be derived by the District pursuant to the Resolution, or upon interest on obligations of the general character of the Bonds, or, with respect to Arizona taxation of the interest on the Bonds as described in the Resolution, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or Arizona income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Purchaser, materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds; or

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(vi) A general banking moratorium shall have been established by federal, Arizona or New York authorities; or

(vii) Any action, suit or proceeding described in Section 3(j) hereof shall have been commenced.

(g) At or prior to Closing, the following documents will be executed:

(i) An unqualified approving opinion of Gust Rosenfeld P.L.C. ("Bond Counsel"), as to the Bonds, dated the date of the Closing, addressed to the District;

(ii) The supplemental opinion of such counsel, as Bond Counsel and counsel to the District, dated the date of the Closing, addressed to the Purchaser and substantially in the form attached hereto as Exhibit B;

(iii) A certificate of the District Attorney, addressed to the Purchaser, dated the date of the Closing, that, based on an investigation of the records of the Superior Court of Maricopa County and the United States District Court, District of Arizona, Phoenix Division, that no litigation is pending or threatened before any judicial, quasi-judicial or administrative forum (1) to restrain or enjoin the issuance or delivery of the Bonds, the application of the proceeds thereof or the performance by the District of the provisions of the Resolution or the Documents or the levy and collection of ad valorem taxes for payment of the Bonds; (2) in any way contesting or affecting the authority for, or the validity of, this Purchase Contract or the application of the proceeds of the Bonds; or (3) in any way contesting the existence or powers of the District;

(iv) A certificate, dated the date of Closing and signed by the Mayor, the District Clerk and the District Treasurer, to the effect that:

(1) the representations and warranties contained herein are true and correct in all material respects on and as of the date of the Closing with the same effects as if made on the date of the Closing;

(2) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by any of the signors; and

(3) the District has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing;

(v) A specimen of the Bonds;

(vi) A certified copy of the Resolution;

(vii) A non-arbitrage certificate of the District, in form and substance satisfactory to Bond Counsel;

(viii) The filing copy of the Information Return Form 8038-G (IRS) for the Bonds and the Report Relating to Bond and Security Issuance to the Arizona State Treasurer for the Bonds;

(ix) An executed copy of each of the Documents;

(x) Evidence that the Bonds have been designated by the District as, and qualify as, qualified tax-exempt obligations for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended; and

(xi) Such additional opinions, letters, certificates, instruments and other documents as the Purchaser or its counsel may reasonably deem necessary to satisfy conditions to the execution and delivery of the Bonds required by the Resolution, to evidence the truth and accuracy as of the Closing, or prior to such time, of the representations, warranties and covenants of the District and the due performance or satisfaction by the District of all agreements then to be performed and all conditions then to be satisfied by the District.

(All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and its counsel; provided, however, that acceptance by the Purchaser of the Bonds shall be deemed by the Purchaser to be satisfaction of the foregoing.)

(h) The District shall pay the Purchaser's fees and expenses, specifically \$_____ for the fees of counsel to the Purchaser.

If the District shall be unable to satisfy the conditions contained in this Purchase Contract or if the obligations of the Purchaser shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract (except the warranties and representations of the District herein and including the District's obligation to pay the amounts set forth in Section 5(h)) shall terminate and neither the Purchaser nor the District shall have any further obligation hereunder. However, the Purchaser may, in its sole discretion, waive one or more of the conditions imposed by this Purchase Contract and proceed with the Closing.

6. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing at the address set forth on the first page of this Purchase Contract to the attention of the District Treasurer, and any notice or other communication to be given to the Purchaser under this Purchase Contract may be given by delivering the same in writing to _____.

7. Notice Concerning Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the District) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the District hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any

violation of such Section which would adversely affect the enforceability of this Purchase Contract and covenants that it shall take no action which would result in a violation of such Section.

8. Parties in Interest. This Purchase Contract as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the District and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. This Purchase Contract may not be assigned by the District. All of the representations, warranties and agreements of the District contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser; (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract and (iii) any termination of this Purchase Contract.

9. Effectiveness. This Purchase Contract shall become effective upon the acceptance hereof by the District and shall be valid and enforceable at the time of such acceptance.

10. Choice of Law. This Purchase Contract shall be governed by and construed in accordance with the law of the State.

11. Severability. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

12. Business Day. For purposes of this Purchase Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

13. Section Headings. Section headings have been inserted in this Purchase Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Contract and will not be used in the interpretation of any provisions of this Purchase Contract.

14. Counterparts. This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[15. Bond Counsel Conflict Waiver. The District and the Purchaser acknowledge that Bond Counsel has acted or is acting (i) as counsel to the Purchaser in other transactions, and (ii) as bond counsel or special counsel in other transactions of the District and political subdivisions overlapping with the District boundaries. By executing this Purchase Contract, the District and the Purchaser each hereby waive, in connection with the Bonds, any conflict based on prior, ongoing or future representation by Bond Counsel of either or both parties hereto.]

If you agree with the foregoing, please sign the enclosed counterpart of this Purchase Contract and return it to the Purchaser. This Purchase Contract shall become a binding agreement between you and the Purchaser when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

CENTERRA COMMUNITY FACILITIES DISTRICT
(CITY OF GOODYEAR, ARIZONA)

By: _____

Name: _____

Title: _____

ATTEST:

District Clerk

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., as Bond
Counsel

By: _____

Name: _____

SCHEDULE

\$ _____
CENTERRA COMMUNITY FACILITIES DISTRICT
(CITY OF GOODYEAR, ARIZONA)
DISTRICT GENERAL OBLIGATION PROJECT BONDS,
SERIES 2016 (BANK QUALIFIED)
AND
\$ _____
DISTRICT GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2016 (BANK QUALIFIED)

<u>Maturity Date</u> <u>(July 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
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Optional Redemption. The Bonds are subject to redemption prior to their stated maturity as follows:

The Bonds maturing before or on July 15, 20_ are not subject to redemption prior to maturity. The Bonds maturing on or after July 15, 20_ are subject to optional redemption prior to maturity on July 15, 20_, or any date thereafter, in whole or in part, by payment of a redemption price equal to the principal amount of the Bonds or portions thereof called for redemption plus accrued interest to the date of redemption, but without premium.

Mandatory Redemption.

EXHIBIT A

(Form of Certificate of Qualified Investor)

CENTERRA COMMUNITY FACILITIES DISTRICT
(CITY OF GOODYEAR, ARIZONA)

Re: \$_____ District General Obligation Project Bonds, Series 2016 (Bank Qualified) and \$_____ District General Obligation Refunding Bonds, Series 2016 (Bank Qualified)

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the captioned bonds (hereinafter referred to as the "Bonds"), such Bonds being in the original aggregate principal amount of \$_____, bearing the number R-1 and R-2. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with an intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Bonds or any part thereof, the undersigned shall comply with all provisions of the resolution of Centerra Community Facilities District (City of Goodyear, Arizona) (the "District") authorizing the issuance of the Bonds, adopted on September 12, 2015 (the "Resolution"). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Resolution, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter in the form of this letter and provide such letter to the Trustee before any transfer of any Bonds to such transferee will be registered.

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "Qualified Investor").

4. The undersigned understands that: (i) the Resolution and the Bonds are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that act, (ii) the Resolution and the Bonds are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Bonds must comply with federal and state securities laws, (iv) any sale or transfer of the Bonds, or interests therein, must be to Qualified Investors, (v) the Bonds will not be listed on any stock or other securities exchange, (vi) the Bonds will not carry any bond rating from any rating service and (vii) the Bonds are not likely to be readily marketable.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Bonds or an interest therein by the undersigned, and agrees to hold the District harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such undersigned's failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its investment decision and after such evaluation, the undersigned understood and knew that investment in the Bonds involved certain risks, including, but not limited to, limited security and source for payment of the Bonds, the status of development and its impact on taxation for payment of the Bonds, and the probable lack of any secondary market for the Bonds. The undersigned acknowledges that it is experienced in transactions such as those relating to the Bonds and that the undersigned is knowledgeable and fully capable of

independent evaluation of the risks involved in investing in the Bonds. The undersigned is not relying on the District in making its decision to purchase the Bonds.

7. The undersigned acknowledges that the District and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Bonds.

[PURCHASER]

By: _____

Printed Name: _____

Title: _____

EXHIBIT B

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

[Date of Closing]

[Purchaser]

Re: Centerra Community Facilities District (City of Goodyear, Arizona) District General Obligation Project Bonds, Series 2016 (Bank Qualified) and District General Obligation Refunding Bonds, Series 2016 (Bank Qualified)

We have acted as Bond Counsel to the Centerra Community Facilities District (City of Goodyear, Arizona) (hereinafter referred to as the "District") in connection with the sale, issuance and delivery this date of District General Obligation Project Bonds, Series 2016 (Bank Qualified) in the aggregate principal amount of \$ _____ and District General Obligation Refunding Bonds, Series 2016 (Bank Qualified) in the aggregate principal amount of \$ _____ (collectively, the "Bonds") and otherwise as counsel to the District. The Bonds (i) are issued pursuant to a resolution authorizing the sale, issuance and delivery of, and certain other matters related to, the Bonds adopted by the Board of Directors of the District on September 12, 2016 (hereinafter referred to as the "Resolution"); and (ii) are being sold pursuant to a Purchase Contract, dated _____, 2016 (hereinafter referred to as the "Purchase Contract"), by and between the District and _____ (hereinafter referred to as the "Purchaser"). You may rely on our opinion as Bond Counsel, dated of even date herewith, with regard to the Bonds as if addressed to you.

In our capacity as Bond Counsel, and as counsel as described hereinabove to the District, we have examined and relied upon:

- (i) An executed copy of the Purchase Contract;
- (ii) An executed copy of the Placement Agent Agreement dated _____, 2016 (the "Placement Agreement"), by and between the District and Stifel, Nicolaus & Company, Incorporated;
- (iii) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Purchase Contract);
- (iv) An executed copy of a Depository Trust Agreement, dated as of ____ 1, 2016 (hereinafter referred to as the "Depository Trust Agreement" and, collectively with the Purchase Contract and the Placement Agreement, as the "Documents"), by and between the District and U.S. Bank National Association, as trustee;
- (v) Such other agreements, certificates (including particularly, but not by way of limitation, a certificate of the District Chair, the District Clerk, the District Treasurer and the District Attorney, dated of even date herewith), letters and other documents, including all documents delivered or distributed at the closing of the sale of the Bonds, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

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

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

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

1. The District is duly incorporated and validly existing as a political corporation and political subdivision under the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the Documents and (c) to carry out and consummate all other transactions contemplated by the Resolution, the Documents and the Bonds.

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

3. The District has duly (a) adopted the Resolution and (b) authorized (i) the execution, delivery and issuance as applicable of, and the performance of its obligations under, the other of the Documents and the Bonds; and (ii) the taking of the actions required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Documents and the Bonds. The District has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents, and the Resolution is fully effective under and pursuant to the laws of the State of Arizona and is not subject to referendum.

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

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

6. There is no legal requirement to record, re-record, file or re-file any instrument in order to create, perfect, protect and maintain the enforceability of any pledge, lien or security interest granted or assigned by the Resolution.

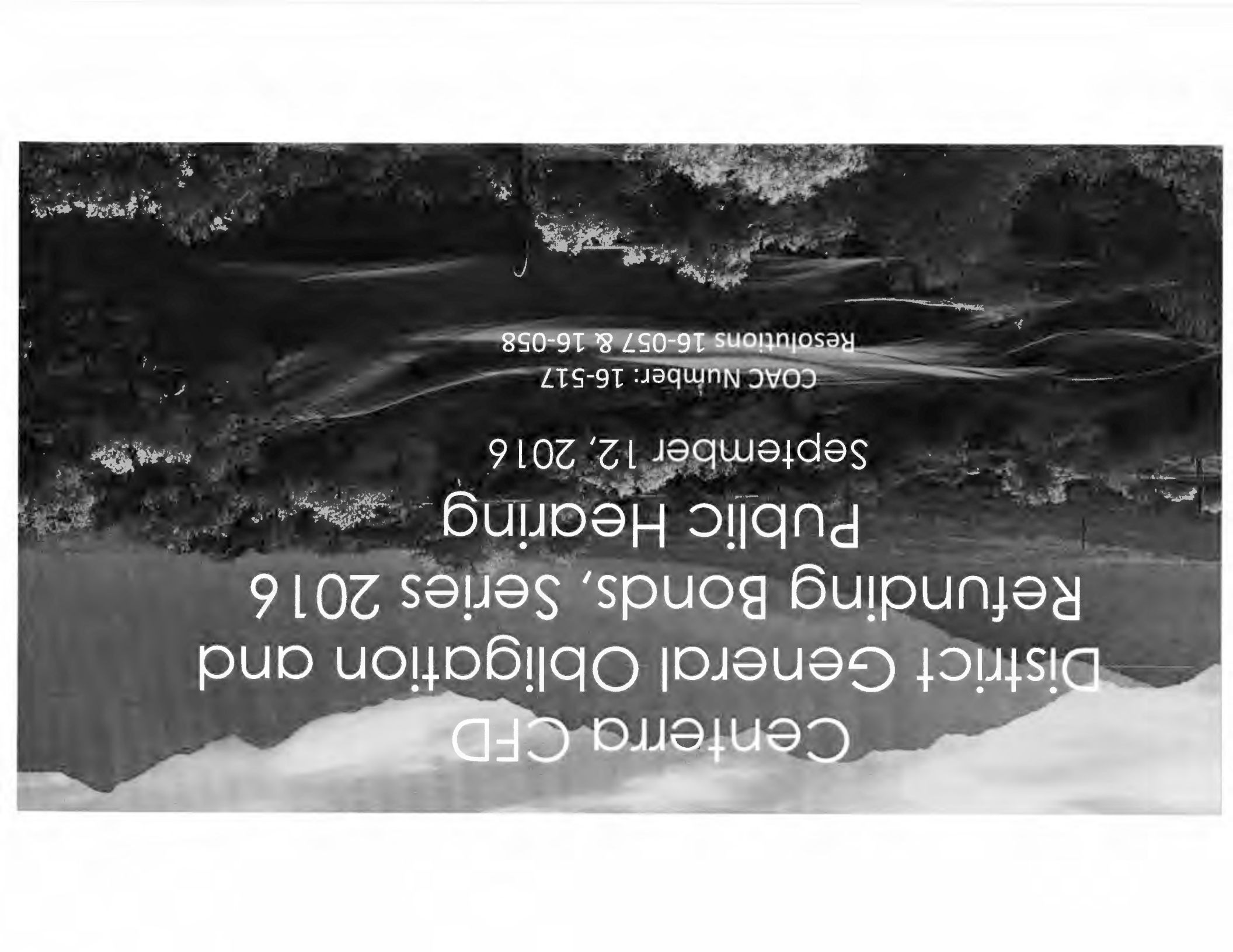
Our opinions expressed in paragraph 4 hereof are qualified to the extent that the enforceability of the Documents is dependent upon the due authorization, execution and delivery of (and

authority to perform lawfully) the Documents by the other parties thereto and to the extent that the enforceability of the Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshaling of assets or (iv) purporting to grant to the owners of the Bonds or to any party to the Documents (other than the District) any rights or remedies not specifically set forth therein.

Notwithstanding the foregoing, the enforceability of the Bonds by the Purchaser, as the owner of the Bonds, and the validity and enforceability of the Purchase Contract is subject to all applicable laws regarding conflicts of interest, and we express no opinion with respect to the impact of any such laws on the enforceability of the Bonds by the Purchaser, as owner of the Bonds or the validity or enforceability of the Purchase Contract.

Respectfully submitted,

GUST ROSENFELD P.L.C.



Centera CFD
District General Obligation and
Refunding Bonds, Series 2016
Public Hearing

September 12, 2016

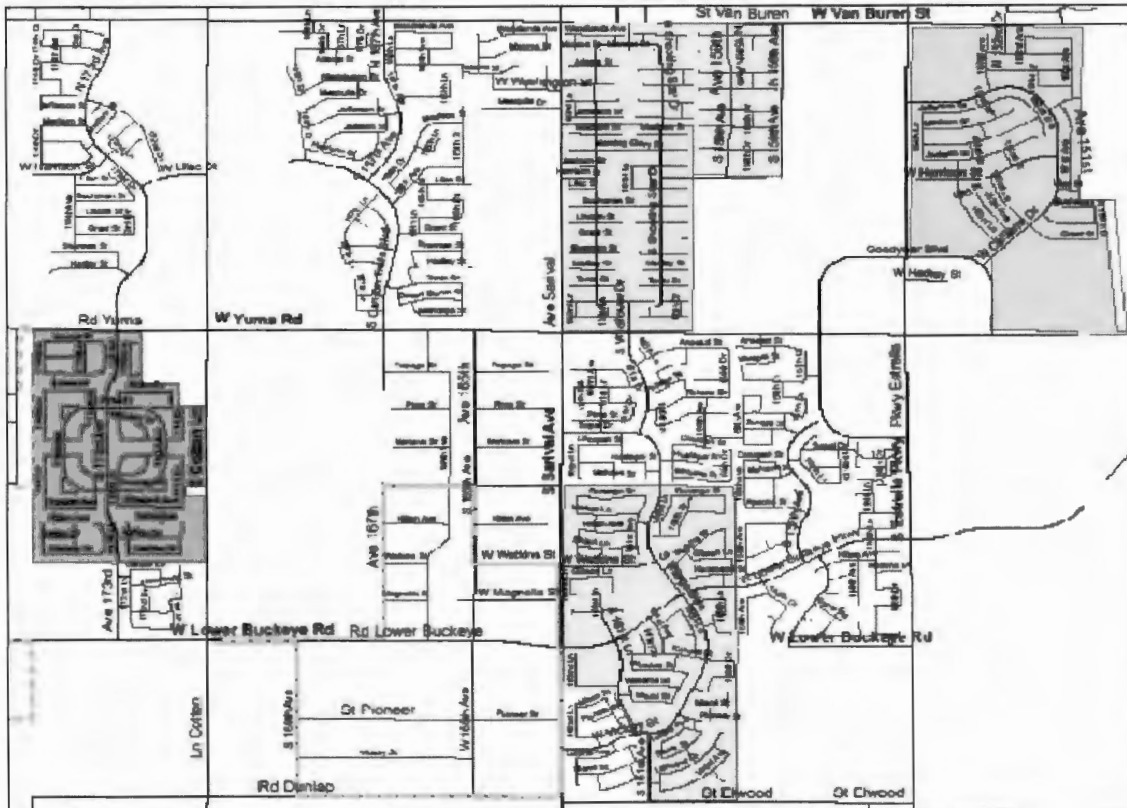
COAC Number: 16-517

Resolutions 16-057 & 16-058

Centerra CFD



Community Facility Districts Cottonflower, Wildflower, Centerra, & Cortina Districts



LEGEND

- Wildflower District #1
160 Acres
- Wildflower District #2
147 Acres
- Cottonflower District
217.5 Acres
- Centerra District
265 Acres
- Cortina District
278 Acres
- Exceptions
- City County



0 0.1 0.2 0.4 Miles



MSR050308a.mxd
FROM THE CITY OF GOODYEAR GIS

APRIL 2005

- **Issuing \$3,110,000 of refunding GO Debt**
 - Refunds \$2,850,000 par of outstanding GO Debt
 - Series 2005, 2006 and Series 2008
 - Estimated total savings of approximately \$475,000
- **Issuing \$350,000 of new GO Debt**
 - Reimbursement to developer for capital infrastructure
 - With the new money, anticipated tax rate does not drop
- **Debt retirement accelerated from 2032 to 2031**

- The District is authorized to issue up to \$20,000,000 in general obligation bonds for Public Infrastructure
 - Election held on October 8, 2001
 - The Target Tax Rate was established at \$0.30 O&M and \$2.70 Debt Service
- Centerra is built out with a commercial corner yet to develop
- The developer of Centerra has dedicated \$4,528,248 of eligible infrastructure to the District (infrastructure eligible to be funded per feasibility report)
- All bond issuances are reimbursements to the developer for eligible costs incurred

History



- The District has issued \$3,985,000 of District General Obligation Bonds
 - Series 2005 \$2,400,000
 - Series 2006 \$ 620,000
 - Series 2008 \$ 965,000
- District has \$2,850,000 of currently outstanding bonds – these are the bonds to be refunded in their entirety

Purpose of Feasibility Report



- Define feasibility, eligibility and benefits of Public Infrastructure
- Prepared by engineers, and other qualified persons including Centerra
- Define proposed issuance by the District of its District General Obligation Project Bonds, Series 2016 in aggregate amount not to exceed \$500,000
 - The projected issuance is \$350,000

Purpose of Refunding, New Issuance



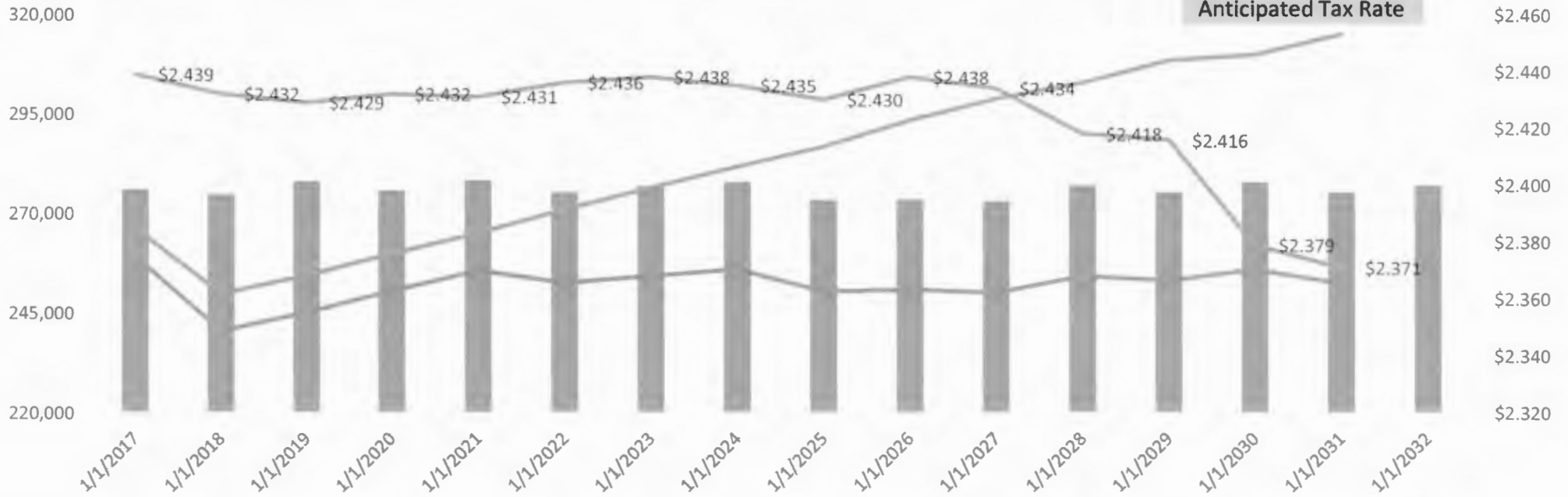
- Will reduce the total District's General Obligation (GO) debt service
- Refunding is estimated to result in a savings of approximately \$478,288
- Provide for reimbursement to developer for previously completed and accepted infrastructure improvements
- Bonds will be secured by real property taxes levied on all taxable property within the District
 - Tax rate is estimated to remain level at \$2.44 or below throughout term of debt

Debt Service-Anticipated Tax Rate Schedule



Centerra GO Bonds
Debt Service and Anticipated Tax Rate
Series 2016

New Debt Service
Refunded Debt Service
Prior Debt Service
Anticipated Tax Rate



Steps and Actions for Today



- Public Hearing regarding Feasibility Report submitted in connection with the proposed issuance of District General Obligation Project Bonds, Series 2016 (Bank Qualified)
 - Receive Public Comment
 - Close Public Hearing
- Adopt Resolution CENTERRACFD RES 16-057 to approve the feasibility report
- Adopt Resolution CENTERRACFD RES 16-058 authorizing the issuance and sale of the District's General Obligation Project Bonds, Series 2016 (Bank Qualified)
- Estimated closing date 10/18/2016

Questions