

**EMRCFD RES 07-062**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTRELLA MOUNTAIN RANCH 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 DESCRIBED IN THE FEASIBILITY REPORT; FORMING A SPECIAL ASSESSMENT DISTRICT; DETERMINING THAT SPECIAL ASSESSMENT REVENUE BONDS WILL BE ISSUED TO FINANCE THE COSTS AND EXPENSES THEREOF AND DECLARING THE IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE COSTS OF SAID IMPROVEMENTS WILL BE ASSESSED UPON THE ASSESSMENT DISTRICT; PROVIDING THAT THE PROPOSED IMPROVEMENTS WILL BE PERFORMED AND DISTRICT ASSESSMENT REVENUE BONDS ISSUED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 6, ARIZONA REVISED STATUTES, AND ALL AMENDMENTS THERETO; APPROVING THE LEVYING OF AN ASSESSMENT AND ASSESSMENT DIAGRAM FOR THE DISTRICT; RESCINDING RESOLUTION EMRCFD RES 07-060.**

**WHEREAS**, pursuant to Section 48-715, Arizona Revised Statues, as amended, the governing body of the Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona) (the "*District*") has caused to be prepared a report of the feasibility and benefits of the Project (as defined hereinafter) 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 special assessment revenue bonds of the District (the "*Report*"), which Report includes, among other things, a description of certain public infrastructure to be acquired and constructed 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, Arizona Revised Statutes ("*A.R.S.*"), as amended, a public hearing on the Report was held on even date herewith, after provision for publication of notice thereof as provided by law;

**WHEREAS**, pursuant to the Waiver (as hereinafter defined), the owners of all of the real property within the Assessment District (as hereinafter defined) consented to: (i) the inclusion of all of the real property in the Assessment District, subject to later deletions of real property relating to undevelopable and publicly owned land and other modifications; and (ii) the levy of an assessment, as provided by law, in an amount not to exceed \$7,500,000 for the purpose of financing the Project and Incidental Expenses (as hereinafter defined); and

**WHEREAS**, the District Engineer (as hereinafter defined) has caused to be prepared an estimate of all costs anticipated to be incurred in connection with the acquisition and construction of the Project and the costs of certain Incidental Expenses related thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ESTRELLA MOUNTAIN RANCH 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.

"Assessment District" shall mean the real property contained within the boundaries described in Exhibit A attached hereto. The Assessment District may be referred to as "Golf Village Assessment District No. 2". For a more general description, reference is hereby made to the Assessment District Map attached to this resolution as Exhibit C, which map is on file with the Superintendent of Streets and the Clerk.

"Assessment District Map" shall mean the map showing the Assessment District and attached hereto as Exhibit C.

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

"Bond Counsel" shall mean Gust Rosenfeld P.L.C. and any successor thereto.

"Bonds" shall mean the District's Special Assessment Revenue Bonds (Golf Village Assessment District No. 2), Series 2007.

"Clerk" shall mean the Clerk of the District.

"Collection Year" means the 12-month period commencing on July 1 of any year and ending on June 30 of the subsequent year.

"Costs of Issuance" shall mean the costs, of issuing the Bonds, including any underwriter's discount, any paying agent's fees, all legal and financial fees, and all expenses incurred in connection with the drafting of the proceedings and in connection with the sale of the Bonds, but excluding any rating agency or credit enhancement fees. All of which shall be paid by NNP III – Estrella Mountain Ranch, LLC.

"Development Agreement" shall mean the Development, Financing Participation and Intergovernmental Agreement No. 1 (Estrella Mountain Ranch Community Facilities District) dated as of August 1, 2000, by and among the City of Goodyear, Arizona, the District and SunChase Estrella Limited Partnership, recorded August 18, 2000 at docket number 2000-0635059 in the office of the Maricopa County Recorder.

"Direct Assessment" means the amount assessed against any parcel of property in the District except for any portion which has been provided to the County Treasurer for Tax Roll Collection as a Tax Roll Installment.

"*Direct Collection*" means collecting and enforcing the Direct Assessments through the procedures set forth in A.R.S. Section 48-600 et seq. except that neither the City nor the District is obligated to bid on or pay any assessment.

"*District*" shall mean the Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona).

"*District Engineer*" shall mean Willdan and any successors thereto.

"*Estimate*" shall mean the estimate of costs and expenses of the Project described in the Report and this resolution, showing the estimated costs and expenses of acquisition and construction of the Project as prepared by Hunsaker & Associates, Inc. to be estimated at \$11,857,333, together with estimated Incidental Expenses totaling \$882,060, which amount includes capitalized interest of \$323,450 and the funding of a Reserve Fund in the amount of the maximum annual debt service on the Bonds, which amount is estimated to be \$558,610, for a total cost estimated to be \$12,739,393, all as described on Exhibit B and subject to increase as provided in Section 4 of this resolution.

"*Incidental Expenses*" shall mean compensation paid to the Superintendent of Streets, District Engineer, costs of printing, advertising, posting, the expenses of making, administrating and collecting the assessments, appraiser's fees, all expenses and costs incurred in establishing the District, and the Assessment District, the funding of the Reserve Fund and all capitalized interest on the bonds.

"*Plans*" shall mean the preliminary plans (including the conceptual plans), specifications and any other contract documents showing the location, type and character of the Project, filed with the Clerk prior to the adoption of this resolution or the resolution ordering the performance of the Project. The term "Plans" shall include all final plans, specifications and contract documents developed in connection with the design of the Project.

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

"*Report*" shall mean the Feasibility Report dated June 14, 2007, and on file with the 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.

"*Reserve Fund*" shall mean the debt service reserve fund funded with the proceeds from the sale of the Bonds, authorized pursuant to the Act.

"*Streets*" or "*streets to be improved*" shall mean the Project described in Exhibit D hereto and located on the streets listed therein and such other streets and public rights-of-way as are hereafter shown on the final Plans.

"*Superintendent of Streets*" shall mean Willdan and any successor to such person or firm.

"*Tax Roll Collection*" means collecting and enforcing a Tax Roll Installment by the County Treasurer pursuant to the procedures for collection of general property taxes set forth in A.R.S. Sections 42-18051, et seq. and Section 42-18101, et seq., respectively.

"*Tax Roll Installment*" means any portion of the amount assessed against any parcel of property in the district which the Treasurer of the district determines should be collected by the County Treasurer as a Tax Roll Collection.

"*Waiver*" shall mean the Estrella Mountain Ranch Community Facilities District Waiver and Development Agreement dated as of July 1, 2007, by and among the District and NNP III - Estrella Mountain Ranch, LLC.

**Section 2. Approval of the Feasibility Report.** Published notice of the public hearing on the Report has been provided by the Clerk not less than ten (10) days in advance of the date of the public hearing on the Report. The Clerk has provided the Report and notice of public hearing on the Report to the City of Goodyear, Arizona, not less than ten (10) days in advance of the date of the public hearing. The Report was presented, reviewed and approved by this Board at a public hearing held on June 25, 2007 and is ratified, adopted and approved in the form submitted to the Board. Reference is hereby made to the Report so filed.

**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. This Board hereby declares its intent to proceed with the financing of the acquisition of the Project in substantially the manner presented in the Report and pursuant to the terms of the Development Agreement.

**Section 4. Declaration of Intention to Order the Project and Approval of the Estimate.** The public interest and convenience require and it is the intention of the Board to order the Project to be acquired, constructed and performed as stated herein and in the final Plans. All items of the Project shall be performed as prescribed by the final Plans and no assessment for any lot shall exceed its proportion of the Estimate. The Estimate is hereby approved; provided, however, pursuant to the terms of the Waiver, such Estimate may be increased to a total cost not greater than \$14,000,000.

**Section 5. Determination of Need; Formation of Assessment District.** The Assessment District is hereby formed, consisting of the property described on Exhibit A attached hereto. In the opinion of the Board, the Project is of more than local or ordinary public benefit, and the Board hereby orders that all amounts due or to become due with respect to financing the costs and expenses of the Project, together with all Incidental Expenses (the "*Assessment*") shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

**Section 6. Exclusion of Certain Property.** Any public or private street or alley within the boundaries of the Assessment District is hereby omitted from the Assessment

District. Any lot, the legal owner of which on this date is the United States, the state, a county, city, school district or any political subdivision or institution of the state or county, which is included within the Assessment District shall be omitted from the assessments hereafter made except as otherwise agreed between the District and such owner.

**Section 7. Prepare and Levy Assessment.** The District Engineer and the Superintendent of Streets are hereby directed to prepare and levy an assessment against the real property in the Assessment District for an amount not greater than \$7,500,000; provided; however, the amount of the assessment may be reduced as actual costs are established and substituted for the estimated costs. The Superintendent of Streets is hereby directed to record in its offices the assessment and record with the Maricopa County Recorder a Notice of Assessment.

**Section 8. Approval of Assessment Diagrams.** Those certain duplicate assessment diagrams of the area to be assessed, prepared by the District Engineer and heretofore filed with the Clerk, are hereby approved and the Clerk is hereby directed to certify the fact of such approval on the face of each of such diagrams including the date hereof as the date of such approval and to deliver a copy of the diagrams to the Superintendent of Streets.

**Section 9. Demand for Cash Payment.** The Treasurer of the District is hereby directed to make demand on the owners of the real property assessed for advance cash payment of the assessed amount, and with respect to any assessments that bonds are issued against, bill and collect each installment payment then due and owing.

**Section 10. Collection of Assessments.** In an effort to more efficiently collect the District's annual assessments from which the Bonds are to be payable, the District hereby approves the form of Community Facilities District Assessment Collection Agreement in substantially the form presented at this meeting and authorizes the same to be executed and delivered and hereby adopts the following procedures for collecting such annual assessments:

A. For each Collection Year, the Treasurer of the District will determine which if any, of the installments of the assessments for that Collection Year should be collected on the tax rolls as Tax Roll Installments.

B. The Treasurer of the District will provide to the County Treasurer the information necessary, in the format necessary, and at the times necessary for Tax Roll Collection of the Tax Roll Installments for that Collection Year, all as provided in the Collection Agreement.

C. Each Tax Roll Installment will be due in two equal payments at the same time and in the same manner as real property taxes.

D. If sufficient funds are not received from the County Treasurer, together with amounts collected by the District Treasurer, in time to make a payment of principal or interest on the Bonds, the Trustee shall apply funds from the Cash Flow Stabilization Fund, if any, held under the Trust Indenture related to the Bonds to make up the shortfall.

E. Amounts drawn from the Cash Flow Stabilization Fund, if any, will be repaid when the delinquent Tax Roll Installments are received by the Trustee.

F. Any assessment for which the annual installments are Tax Roll Installments shall be delinquent for the purposes of A.R.S. § 48-600(E) upon notification from the County Treasurer to the District that (i) the first one-half of the annual installment was not paid by November 1 of the Collection Year and the entire annual installment was not paid in full by December 31 of the Collection Year or (ii) the second half of the annual installment was not paid by May 1 of the Collection Year.

G. Upon delinquency, the District may:

(i) proceed with the Direct Collection delinquency procedures set forth in A.R.S. Section 48-600 et seq. with respect to the Direct Assessments portion of the delinquent assessment;

(ii) submit the annual installments for that assessment for the next Collection Year to the County Treasurer for Tax Roll Collection as Tax Roll Installments; or

(iii) collect and enforce the annual installment for that assessment for the next Collection Year under the Direct Collection procedures, and if the assessment becomes delinquent for that Assessment Year, then proceed with the Direct Collection delinquency procedures with respect to the Direct Assessment portion of the delinquent assessment.

H. Notwithstanding any collection procedures or payments with respect to the Direct Assessment, any Tax Roll Installment of that assessment remains collectible by the County Treasurer pursuant to the procedures for enforcing delinquent property taxes until either:

(i) paid; or

(ii) the County Treasurer and the District agree that any delinquent Tax Roll Installment should no longer be collected and enforced under the Tax Roll Collection procedures as a Tax Roll Installment and is transferred back to the District to be collected under the Direct Collection procedures as part of the Direct Assessment.

**Section 11. Determination and Notice of Necessity to Issue Bonds.** The Board finds that the public convenience requires that special assessment revenue bonds, designated Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona) Special Assessment Revenue Bonds (Golf Village Assessment District No. 2), Series 2007, shall be issued to finance the costs and expenses of the Project and Incidental Expenses. The Board hereby determines that the Bonds shall be issued in the name of the District payable, however, solely and only out of a special fund collectible from special assessments levied and assessed upon the lots, pieces and parcels of land within the Assessment District in not to exceed twenty-five (25) annual principal installments from the assessments of \$25.00 or over remaining unpaid as of the end of the cash collection period; however, if the special assessments are not collected or collection is delayed and consequently such special assessments are insufficient, then from the Reserve Fund.

The Bonds shall be issued in fully registered form as to principal and interest in the principal amounts of \$100,000 or any integral multiple of \$1,000 in excess thereof. The Bonds shall mature on the first day of July in the years and in amounts to be set by the Board prior to their issuance; provided, however, the Bonds shall mature not later than July 1, 2032. Principal installments of each Assessment shall be due on the first day of June immediately preceding the maturity date of any Bonds, installments of interest shall be due on the first day of June and December.

The Bonds shall bear interest at rate or rates of not to exceed ten percent (10%) per annum, payable on the first day of January and July of each year, commencing either January 1 or July 1 of 2008. The Board reserves the right to call the Bonds for prior redemption, in whole or in part of such terms as may hereafter be established by this Board.

**Section 12. Bond Anticipation Notes.** The Board reserves the right to issue bond anticipation notes pursuant to § 48-618, Arizona Revised Statutes, as amended. The Board also reserves the right to retain any Bonds which may be issued and to sell the same for cash to pay the contractor the amounts due it in cash.

**Section 13. Establishment of Grade.** The grades and elevations for the Streets are hereby officially changed to correspond with the grades and elevations shown on the final Plans.

**Section 14. Statutory Authority.** The Project and all proceedings pertaining thereto shall be acquired, constructed and performed under the provisions of the Act.

**Section 15. Delegation of Authority.** The District Engineer and the Superintendent of Streets are hereby authorized to complete the Plans, specification and any contract documents.

**Section 16. Right to Reduce Scope of Work.** If, because of pending or threatened litigation concerning any one or more parcels subject to the Assessment, the District and the winning bidder of any construction contract relating to the Project receives a written opinion of Bond Counsel stating that the Bonds cannot be issued against such parcel or parcels or the Assessment District is unable to obtain any right-of-way necessary for the acquisition construction of the Project, the District may then cause the acquisition or construction contract to be modified to exclude from the applicable contract some or all of the Project which will benefit the parcel or parcels in question, or which was located in the right-of-way which was not obtained. The filing of a certificate and request that no Bonds be issued against any parcel pursuant to § 48-540 and § 48-597, Arizona Revised Statutes, as amended, may be deemed to be threatened litigation.

**Section 17. Waiver and Assessment.** All of the owners of property and all other persons having an interest in property within the Assessment District have heretofore executed and delivered the District the Waiver wherein the parties thereto have (a ) waived any and all requirements for notice and time for protests and objections relating to, among other things, the Project and the extent of the Assessment District; (b) agreed to accept an Assessment;

and (c) waived certain procedural requirements. The Waiver is hereby accepted and approved and this Board is proceeding in reliance on the Waiver. Should any person having an interest in such land fail to execute and deliver the Waiver, the Board may cease the proceedings, and if necessary begin the proceedings anew. It is hereby determined that the allocation of the Assessment to the parcels within the Assessment District as established in the Report results in assessments to each parcel that are not less than the benefits received by each such parcel and such Assessment is hereby levied and assessed upon the parcels within the Assessment District in the manner set forth in the Waiver. The District Manager is hereby authorized to execute the Waiver on behalf of the District and the Clerk is authorized to record the Waiver with the Maricopa County Recorder. The Resolution Ordering the Project may be adopted immediately, without posting or publishing notice of the adoption of this Resolution and without any period for protests or objections.

**Section 18. Ratification of Prior Acts.** All acts of the Clerk, the District Engineer, the Superintendent of Streets and any person acting for such officials in furtherance of this resolution are hereby ratified and confirmed.

**Section 19. Rescission of Resolution EMRCFD RES 07-060.** The Board hereby rescinds in full the adoption of Resolution EMRCFD RES 07-060 adopted by the Board on June 25, 2007.

**PASSED, ADOPTED AND APPROVED** on October 15, 2007.

ATTEST:



Chairman



Clerk

APPROVED AS TO FORM:



Bond Counsel

Attachments: EXHIBIT A - Legal description of Assessment District  
EXHIBIT B - Estimated Costs  
EXHIBIT C - Map of District  
EXHIBIT D - Description of the Project



**CERTIFICATE**

I hereby certify that the above and foregoing Resolution EMRCFD RES 07-062 was duly passed by the Board of Directors of the Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona) at a special meeting held on October 15, 2007, and that a quorum was present thereat and that the vote thereon was 4 ayes and 1 nays; 2 did not vote or were absent.

  
Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH**  
**COMBINED LEGAL DESCRIPTION FOR PARCELS 5.1-5.5,**  
**5.11(97), 5.12(98) & 5.14-5.16 - SPECIAL ASSESSMENT**

**PARCEL "A" (5.1)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°03'55" EAST, 216.66 FEET TO THE **TRUE POINT OF BEGINNING:**

THENCE CONTINUING ALONG SAID WEST LINE NORTH 0°03'55" EAST, 1064.80 FEET;  
THENCE LEAVING SAID WEST LINE NORTH 48°08'44" EAST, 21.02 FEET;  
THENCE SOUTH 89°56'05" EAST, 775.18 FEET;  
THENCE NORTH 52°02'36" EAST, 135.53 FEET;  
THENCE SOUTH 89°56'05" EAST, 423.87 FEET;  
THENCE SOUTH 52°30'46" EAST, 386.97 FEET TO THE WESTERLY SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID WESTERLY SIDELINE AS FOLLOWS:  
SOUTH 37°30'00" WEST, 71.15 FEET;  
THENCE SOUTH 69°40'55" WEST, 23.63 FEET;  
THENCE SOUTH 36°21'09" WEST, 64.01 FEET;  
THENCE SOUTH 04°33'29" WEST, 23.10 FEET TO THE BEGINNING OF A NON-TANGENT 1040.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 55°18'55" WEST; THENCE SOUTHWESTERY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°29'25", A DISTANCE OF 626.05 FEET:  
THENCE SOUTH 00°11'40" WEST, 4.73 FEET;

THENCE SOUTH 32°22'06" WEST, 23.63 FEET;  
THENCE SOUTH 00°11'28" WEST, 64.00 FEET;  
THENCE SOUTH 31°58'17" EAST, 23.63 FEET TO THE WESTERLY SIDELINE OF W.  
WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE ALONG SAID WESTERLY SIDELINE SOUTH 00°11'40" WEST, 97.72 FEET;  
THENCE LEAVING SAID WESTERLY SIDELINE NORTH 75°56'11" WEST, 28.86 FEET;  
THENCE NORTH 66°07'53" WEST, 153.89 FEET;  
THENCE NORTH 72°59'16" WEST, 113.25 FEET;  
THENCE NORTH 58°44'52" WEST, 191.82 FEET;  
THENCE NORTH 85°23'54" WEST, 92.70 FEET;  
THENCE SOUTH 82°05'36" WEST, 61.76 FEET;  
THENCE SOUTH 64°48'56" WEST, 32.73 FEET;  
THENCE SOUTH 84°29'13" WEST, 83.56 FEET;  
THENCE SOUTH 78°18'06" WEST, 188.95 FEET;  
THENCE SOUTH 81°42'34" WEST, 148.02 FEET;  
THENCE SOUTH 72°10'41" WEST, 144.55 FEET;  
THENCE SOUTH 63°45'02" WEST, 70.07 FEET;  
THENCE SOUTH 57°03'44" WEST, 65.61 FEET;  
THENCE NORTH 89°37'29" WEST, 44.68 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 32.937 ACRES, MORE OR LESS.

**PARCEL "B" (5.2)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1  
SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,  
ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED  
ON FINAL PLAT FOR ESTRELLA PARCEL 58 RECORDED IN BOOK 321, PAGE 31,  
RECORDS OF MARICOPA COUNTY;  
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER  
SOUTH 89°13'08" EAST (RECORD SOUTH 89°12'34" EAST PER SAID FINAL PLAT),

1091.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID FINAL PLAT AND THE  
**TRUE POINT OF BEGINNING;**  
THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°13'08" EAST, 1418.28 FEET;  
THENCE LEAVING SAID NORTH LINE SOUTH 23°13'08" EAST, 385.10 FEET TO THE  
BEGINNING OF A NON-TANGENT 1035.00 FOOT RADIUS CURVE CONCAVE  
SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 23°13'08" WEST TO  
SAID POINT BEING A POINT ON THE NORTHERLY SIDELINE OF PROPOSED WESTAR  
DRIVE;  
THENCE ALONG SAID SIDELINE AS FOLLOWS:  
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
29°16'52", 528.94 FEET TO THE BEGINNING OF A 980.00 FOOT RADIUS REVERSE CURVE  
CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS  
SOUTH 52°30'00" EAST TO SAID POINT;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 1°40'39", 28.69 FEET;  
THENCE SOUTH 39°10'39" WEST, 141.51 FEET TO THE BEGINNING OF A 1020.00 FOOT  
RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 1°40'39", 29.87 FEET;  
THENCE SOUTH 37°30'00" WEST, 121.43 FEET;  
THENCE SOUTH 69°40'12" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 64.00 FEET;  
THENCE SOUTH 5°19'48" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 587.71 FEET;  
THENCE LEAVING SAID SIDELINE NORTH 52°30'00" WEST, 1256.03 FEET;  
THENCE NORTH 0°47'26" EAST, 497.71 FEET;  
THENCE NORTH 62°47'44" EAST, 509.90 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 43.491 ACRES MORE OR LESS.

**PARCEL "C" (5.3)**

THAT PORTION OF THE SOUTH HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTH HALF SOUTH 89°24'36" EAST, 1418.64 FEET TO THE EASTERLY SIDELINE OF W. WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION; THENCE LEAVING SAID SOUTH LINE ALONG SAID EASTERLY SIDELINE NORTH 00°11'40" EAST, 320.05 FEET TO THE EASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID EASTERLY SIDELINE AS FOLLOWS:

NORTH 32°22'06" EAST, 23.63 FEET;

THENCE NORTH 00°11'27" EAST, 64.00 FEET;

THENCE NORTH 31°58'17" WEST, 23.63 FEET;

THENCE NORTH 00°11'40" EAST, 3.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY SIDELINE AS FOLLOWS:

NORTH 0°11'40" EAST, 1.73 FEET TO THE BEGINNING OF A 960.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°18'20", A DISTANCE OF 625.06 FEET;

THENCE NORTH 37°30'00" EAST, 711.16 FEET;

THENCE NORTH 69°40'12" EAST, 23.63 FEET;

THENCE NORTH 37°30'00" EAST, 64.00 FEET;

THENCE NORTH 05°19'48" EAST, 23.63 FEET;

THENCE NORTH 37°30'00" EAST, 121.43 FEET TO THE BEGINNING OF A 1020.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°40'39", A DISTANCE OF 29.87 FEET;

THENCE NORTH 35°49'21" EAST, 141.51 FEET TO THE BEGINNING OF 980.00 FOOT  
RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 01°02'54"; A DISTANCE OF 17.93 FEET;  
THENCE LEAVING SAID EASTERLY SIDELINE NON-TANGENT SOUTH 52°30'46" EAST,  
190.10 FEET;  
THENCE SOUTH 89°37'22" EAST, 176.71 FEET;  
THENCE SOUTH 60°42'30" EAST, 111.92 FEET;  
THENCE SOUTH 12°53'29" WEST, 328.49 FEET;  
THENCE SOUTH 23°13'01" WEST, 202.33 FEET;  
THENCE SOUTH 36°58'46" WEST, 1021.85 FEET;  
THENCE SOUTH 73°53'12" WEST, 136.73 FEET;  
THENCE SOUTH 36°31'46" WEST, 65.89 FEET;  
THENCE NORTH 53°28'14" WEST, 92.94 FEET TO THE BEGINNING OF A 255.00 FOOT  
RAIDUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 36°20'06", A DISTANCE OF 161.71 FEET:  
THENCE NORTH 89°48'20" WEST, 141.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 22.550 ACRES, MORE OR LESS.

**PARCEL "D" (5.4)**

THAT PORTION OF THE EAST HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2  
WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED  
ON SHEET 10 OF MAP OF DEDICATION RECORDED IN BOOK 318, PAGE 38, RECORDS  
OF MARICOPA COUNTY;  
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 ,  
NORTH 89°13'08" WEST (RECORD NORTH 89°12'34" WEST PER SAID MAP OF  
DEDICATION), 1092.16 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 41°20'24" WEST, 230.42 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE AND THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SIDELINE RETRACING SOUTH 41°20'24" EAST, 371.35 FEET;

THENCE SOUTH 22°14'49" EAST, 87.55 FEET;

THENCE SOUTH 15°03'29" WEST, 212.09 FEET;

THENCE SOUTH 60°23'35" WEST, 152.31 FEET;

THENCE NORTH 85°36'29" WEST, 94.79 FEET;

THENCE SOUTH 64°40'35" WEST, 51.16 FEET;

THENCE SOUTH 22°23'10" WEST, 32.78 FEET;

THENCE SOUTH 67°11'54" WEST, 164.91 FEET;

THENCE NORTH 52°08'22" WEST, 121.86 FEET;

THENCE NORTH 79°15'15" WEST, 151.18 FEET;

THENCE SOUTH 88°42'03" WEST, 43.09 FEET;

THENCE SOUTH 60°23'27" WEST, 55.85 FEET;

THENCE SOUTH 38°07'03" WEST, 132.34 FEET;

THENCE NORTH 42°21'38" WEST, 140.29 FEET;

THENCE SOUTH 79°49'00" WEST, 232.35 FEET;

THENCE NORTH 33°57'06" WEST, 109.71 FEET;

THENCE NORTH 2°27'16" EAST, 134.78 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID SIDELINE THE FOLLOWING:

SOUTH 87°32'44" EAST, 112.52 FEET TO THE BEGINNING OF A 1040.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°20'07", 242.05 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 70°26'15" EAST, 23.10 FEET;

THENCE NORTH 76°36'02" EAST, 64.00 FEET;

THENCE NORTH 43°38'43" EAST, 23.09 FEET TO THE BEGINNING OF A NON-TANGENT 1040.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 16°13'46" EAST TO SAID POINT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°39'33", 229.78 FEET;

THENCE NORTH 61°06'41" EAST, 101.84 FEET TO THE BEGINNING OF A 540.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°56'56", 395.36 FEET;  
THENCE NORTH 19°09'45" EAST, 23.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9.808 ACRES MORE OR LESS.

**PARCEL "E" (5.5)**

THAT PORTION OF THE SOUTH HALF OF SECTION 15 AND THE NORTH HALF OF SECTION 22 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTH HALF SOUTH 89°24'36" EAST, 1418.64 FEET TO THE EASTERLY SIDELINE OF W. WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE LEAVING SAID SOUTH LINE ALONG SAID EASTERLY SIDELINE NORTH 00°11'40" EAST, 317.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY SIDELINE NORTH 0°11'40" EAST, 2.99 FEET TO THE EASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID EASTERLY SIDELINE AS FOLLOWS:  
NORTH 32°22'06" EAST, 23.63 FEET;  
THENCE NORTH 00°11'27" EAST, 64.00 FEET;  
THENCE NORTH 31°58'17" WEST, 23.63 FEET;  
THENCE NORTH 00°11'40" EAST, 3.01 FEET;  
THENCE LEAVING SAID EASTERLY SIDELINE SOUTH 89°48'20" EAST, 141.07 FEET TO THE BEGINNING OF A 255.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'06", A DISTANCE OF 161.71 FEET;



THENCE SOUTH 53°28'14" EAST, 121.54 FEET TO THE BEGINNING OF A 145.00 FOOT  
RADIUS CURVE CONCAVE NORTHEASTERLY;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 26°23'08", A DISTANCE OF 66.77 FEET;  
THENCE SOUTH 79°51'22" EAST, 221.98 FEET;  
THENCE NORTH 53°04'09" EAST, 720.37 FEET;  
THENCE NORTH 27°40'24" EAST, 700.84 FEET;  
THENCE NORTH 19°13'16" EAST, 641.04 FEET;  
THENCE SOUTH 74°38'57" EAST, 414.95 FEET;  
THENCE SOUTH 89°30'57" EAST, 125.40 FEET;  
THENCE NORTH 87°49'34" EAST, 547.78 FEET;  
THENCE NORTH 85°23'33" EAST, 336.79 FEET;  
THENCE SOUTH 52°53'57" EAST, 243.01 FEET;  
THENCE SOUTH 40°04'04" WEST, 350.51 FEET;  
THENCE SOUTH 24°11'40" WEST, 280.17 FEET;  
THENCE SOUTH 01°05'30" WEST, 82.48 FEET;  
THENCE SOUTH 17°02'00" WEST, 34.30 FEET;  
THENCE SOUTH 01°51'59" EAST, 285.44 FEET;  
THENCE SOUTH 33°20'30" WEST, 343.64 FEET;  
THENCE SOUTH 85°37'22" WEST, 591.91 FEET;  
THENCE SOUTH 67°13'13" WEST, 688.07 FEET;  
THENCE SOUTH 37°40'25" WEST, 204.20 FEET;  
THENCE SOUTH 01°40'37" WEST, 145.07 FEET;  
THENCE SOUTH 84°55'27" WEST, 126.55 FEET;  
THENCE NORTH 76°17'49" WEST, 94.16 FEET;  
THENCE NORTH 62°23'37" WEST, 54.56 FEET;  
THENCE NORTH 72°52'19" WEST, 58.26 FEET;  
THENCE NORTH 78°43'43" WEST, 235.85 FEET;  
THENCE SOUTH 85°23'45" WEST, 55.59 FEET;  
THENCE SOUTH 61°37'27" WEST, 51.95 FEET;  
THENCE NORTH 36°31'02" WEST, 205.93 FEET;  
THENCE NORTH 62°53'27" WEST, 78.51 FEET;  
THENCE NORTH 79°51'22" WEST, 224.53 FEET TO THE BEGINNING OF A 255.00 FOOT  
RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°23'08", A DISTANCE OF 117.43 FEET;  
THENCE NORTH 53°28'14" WEST, 121.54 FEET TO THE BEGINNING OF A 145.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'06", A DISTANCE OF 91.95 FEET;  
THENCE NORTH 89°48'20" WEST, 141.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 65.703 ACRES, MORE OR LESS.

**PARCEL F (5.11)**

ALL OF THAT LAND LYING WITHIN THE BOUNDARY OF THE FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 97 RECORDED IN BOOK 869, PAGE 21, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY, ALL IN THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

CONTAINING 20.398 ACRES, MORE OR LESS.

**PARCEL G (5.12)**

ALL OF THAT LAND LYING WITHIN THE BOUNDARY OF THE FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 98 RECORDED IN BOOK 869, PAGE 20, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY, ALL IN THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

CONTAINING 25.533 ACRES, MORE OR LESS.

**PARCEL H (5.14-5.16)**

THAT PORTION OF THE SOUTH HALF SECTION 22 AND THE NORTH HALF OF SECTION 27, IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID SECTION 22 AS DEPICTED ON FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 100A RECORDED IN BOOK 725, PAGE 9, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;  
THENCE ALONG THE WEST LINE OF SAID SECTION 22 NORTH 00°14'33" EAST, 1272.57 FEET (RECORD NORTH 00°14'20" EAST PER SAID FINAL PLAT) TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL NO. 10 (PROPOSED PARCEL "G") AS DESCRIBED IN THAT SPECIAL WARRANTY DEED TO NNP III-ESTRELLA MOUNTAIN RANCH, LLC, RECORDED ON MAY 16, 2005 AS DOCUMENT NO. 2005-0643150 OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;

THENCE LEAVING SAID WEST LINE OF SECTION 22 ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL NO. 10 AS FOLLOWS:  
NORTH 90°00'00" EAST, 395.19 FEET;  
THENCE SOUTH 87°44'48" EAST, 923.08 FEET;  
THENCE SOUTH 60°36'20" EAST, 354.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ESTRELLA MOUNTAIN RANCH PARCEL 100B ACCORDING FINAL PLAT RECORDED IN BOOK 725, PAGE 1, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 ALONG SAID SOUTHERLY BOUNDARY OF PARCEL 100B AS FOLLOWS:  
SOUTH 47°36'19" EAST, 199.69 FEET;  
THENCE SOUTH 86°39'55" EAST, 50.00 FEET;  
THENCE NORTH 89°38'18" EAST, 350.59 FEET;  
THENCE NORTH 90°00'00" EAST, 195.80 FEET;  
THENCE NORTH 42°44'40" EAST, 100.49 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF PARCEL NO. 10;

THENCE LEAVING SAID SOUTHERLY BOUNDARY OF PARCEL 100B ALONG SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 NORTH 79°56'21" EAST, 121.06 FEET;

THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 40°31'14" EAST, 140.03 FEET;  
THENCE NORTH 10°23'59" WEST, 122.91 FEET;  
THENCE NORTH 24°27'07" EAST, 88.34 FEET;

THENCE NORTH 30°13'55" WEST, 22.00 FEET;  
THENCE NORTH 20°12'05" EAST, 33.10 FEET TO A POINT ON THE SOUTHERLY SIDELINE  
OF W. WESTAR DRIVE ACCORDING MAP OF DEDICATION FOR ESTRELLA MOUNTAIN  
RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23 OF OFFICIAL  
RECORDS OF SAID MARICOPA COUNTY, SAID POINT BEING ON A NON-TANGENT  
830.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE OF SAID CURVE  
BEARS SOUTH 20°12'05" WEST TO SAID POINT;  
THENCE ALONG SAID SIDELINE EASTERLY ALONG THE ARC OF SAID CURVE  
THROUGH A CENTRAL ANGLE OF 39°44'24", 575.68 FEET;

THENCE LEAVING SAID SOUTHERLY SIDELINE SOUTH 37°14'59" WEST, 342.29 FEET TO  
A POINT ON SAID NORTHERLY BOUNDARY OF PARCEL NO. 10;

THENCE ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS:

NORTH 79°56'21" EAST, 315.79 FEET;

THENCE NORTH 73°15'52" EAST, 343.75 FEET TO THE WESTERLY SIDELINE OF THAT  
CERTAIN 50.00 FOOT RIGHT-OF WAY GRANTED TO THE EL PASO NATURAL GAS  
COMPANY PER DOCUMENT NO. 2001-0753945 OF OFFICIAL RECORDS OF SAID  
MARICOPA COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 ALONG SAID  
WESTERLY SIDELINE AS FOLLOWS:

SOUTH 30°46'05" WEST, 1461.58 FEET;

THENCE SOUTH 30°48'44" WEST, 1902.06 FEET;

THENCE LEAVING SAID WESTERLY SIDELINE NORTH 29°31'22" WEST, 281.08 FEET;

THENCE NORTH 71°42'21" WEST, 1908.62 FEET TO A POINT ON THE WEST LINE OF  
SAID NORTH HALF OF SECTION 27;

THENCE ALONG SAID WEST LINE NORTH 00°28'33" EAST, 787.78 FEET TO THE  
**POINT OF BEGINNING.**

CONTAINING 155.509 ACRES, MORE OR LESS.

**EXHIBIT B**

Estimated Costs

Construction and Acquisition	\$11,857,333
Incidental Expenses	
Costs of Issuance*	250,000
Underwriter's Discount*	150,000
Capitalized Interest	323,450
Reserve Fund	<u>558,610</u>
 TOTAL COSTS	 <u>\$13,139,393</u>

\*Paid by Developer contribution.

**ENGINEER'S COST ESTIMATE**  
**OF**  
**CONSTRUCTION AND ACQUISITION COSTS**

Date: September 28, 2007

To: Dee Cockrum, Clerk of Estrella Mountain Ranch CFD

From: David P. Gue, P.E. District Engineer

Re: ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
 (City of Goodyear, Arizona)  
 Golf Village II Assessment District

We have previously submitted to you plans and specifications for the proposed Golf Village II Assessment District in the Estrella Mountain Ranch Community Facilities District located in the City of Goodyear, Arizona. In compliance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and all amendments and supplements thereto, we hereby estimate the costs and expenses of said improvements to be as follows:

Westar Drive Phase II Roadway improvements	\$ 3,444,168
Westar Drive Phase III Roadway improvements	\$ 1,617,778

Westar Drive Phase II and III are based on actual costs. Projects have been publicly bid and are completed and accepted by the City.

Westar Drive Phase IV Improvements

Engineering/Surveying	\$ 335,401	
Landscape Design	\$ 40,000	
Permits/fees	\$ 136,338	
Sewer	\$ 384,000	
Water	\$ 585,100	
Non-potable Water	\$ 337,600	
Grading	\$ 885,324	
Storm Drainage	\$ 576,645	
Concrete	\$1,051,370	
Paving	\$ 886,205	
Street Lights	\$ 26,350	
Landscape/Irrigation	\$ 501,233	
Contingency / Taxes	<u>\$1,049,821</u>	
Total Westar Drive Phase IV		<u>\$ 6,795,387</u>

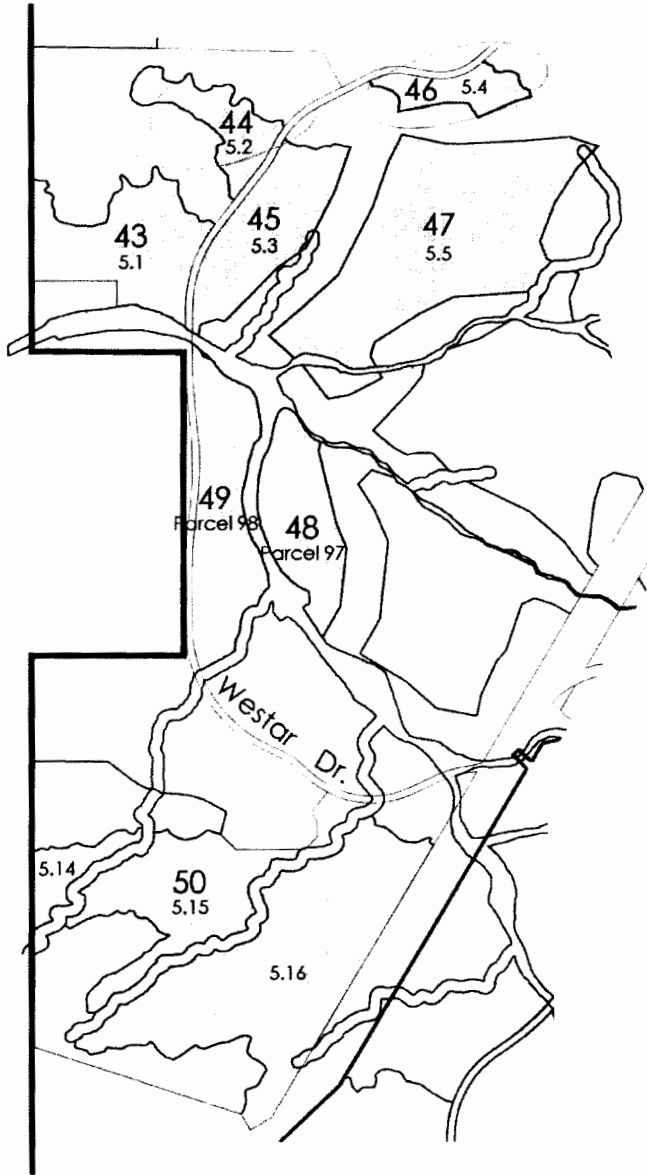
Total Construction and Incidental Costs	\$11,857,333
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These estimates are within industry standards. Items will be publicly bid



**ASSESSMENT DIAGRAM FOR  
GOLF VILLAGE**

**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007**

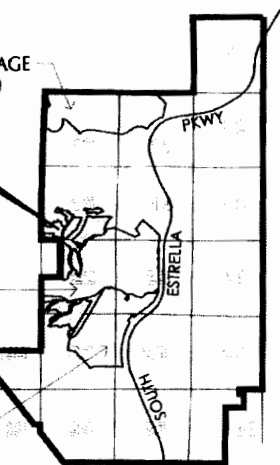


**GOLF VILLAGE**

DESERT VILLAGE  
(SERIES 2002)

GOLF VILLAGE  
(SERIES 2001A)

MONTECITO  
(SERIES 2007)



**VICINITY MAP**  
ESTRELLA MOUNTAIN RANCH  
COMMUNITY FACILITIES DISTRICT

**DESCRIPTION**

A PORTION OF SECTIONS 15, 22 AND 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**LEGEND**

- GOLF VILLAGE S.A. SERIES 2007
- 39** ASSESSMENT NUMBER

**DISTRICT ENGINEER CERTIFICATION**

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY RBE CONSULTING AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David P. Blue 6/30/07  
ENGINEER DATE

APPROVED BY RESOLUTION NO 07-062 AT A MEETING OF THE BOARD OF DIRECTORS OF THE ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT, GOODYEAR, ARIZONA ON THE 15 DAY OF Dec 2007

Dee Carlson 10/15/07  
DISTRICT CLERK DATE

SIGNED: THIS 30<sup>th</sup> DAY OF May, 2007

SUBMITTED: David P. Blue \_\_\_\_\_  
SUPERINTENDENT OF STREETS DATE

ASSESSMENT NO.	PLANNING	LOTS	ACREAGE
43	5.1		32.937
44	5.2		43.493
45	5.3		22.550
46	5.4		9.808
47	5.5		65.703
048-01-001 thru 060	5.11	60	20.398
049-01-001 thru 075	5.12	75	25.533
50	5.14, 5.15 AND 5.16		155.509

EXHIBIT C



ASSESSMENT 43

150735968

EXHIBIT "A"

That portion of the Southwest quarter of Section 15, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 15, as depicted on sheet 3 of Map of Dedication for Estrella Mountain Ranch Westar Drive Phase 2 recorded in Book 669 of Maps, page 23, records of Maricopa County;

Thence along the West line of said Southwest quarter North 00 degrees 03 minutes 55 seconds East, 216.66 feet to the True Point of Beginning;

Thence continuing along said West line North 00 degrees 03 minutes 55 seconds East, 1064.80 feet;

Thence leaving said West line North 48 degrees 08 minutes 44 seconds East, 21.02 feet;

Thence South 89 degrees 56 minutes 05 seconds East, 775.18 feet;

Thence North 52 degrees 02 minutes 36 seconds East, 135.53 feet;

Thence South 89 degrees 56 minutes 05 seconds East, 423.87 feet;

Thence South 52 degrees 30 minutes 46 seconds East, 386.97 feet to the Westerly sideline of proposed Westar Drive;

Thence along said Westerly sideline as follows:

South 37 degrees 30 minutes 00 seconds West, 71.15 feet;

Thence South 69 degrees 40 minutes 56 seconds West, 23.63 feet;

Thence South 36 degrees 21 minutes 09 seconds West, 64.01 feet;

Thence South 04 degrees 33 minutes 29 seconds West, 23.10 feet to the Beginning of a non-tangent 1040.00 foot radius curve concave Southeasterly, a radial line to said point bears North 55 degrees 18 minutes 55 seconds West;

Thence Southwesterly along the arc of said curve through a central angle of 34 degrees 29 minutes 25 seconds, a distance of 626.05 feet;

Thence South 00 degrees 11 minutes 40 seconds West, 4.73 feet;

Thence South 32 degrees 22 minutes 06 seconds West, 23.63 feet;

Thence South 00 degrees 11 minutes 28 seconds West, 64.00 feet;

Thence South 31 degrees 58 minutes 17 seconds East, 23.63 feet to the Westerly sideline of W. Westar Drive according to said Map of Dedication;



Thence along said Westerly sideline South 00 degrees 11 minutes 40 seconds West 97.72 feet;

Thence leaving said Westerly sideline North 75 degrees 56 minutes 11 seconds West 28.86 feet;

Thence North 86 degrees 07 minutes 53 seconds West, 153.89 feet;

Thence North 72 degrees 59 minutes 16 seconds West, 113.25 feet;

Thence North 58 degrees 44 minutes 52 seconds West, 191.82 feet;

Thence North 85 degrees 23 minutes 54 seconds West, 92.70 feet;

Thence South 82 degrees 05 minutes 36 seconds West, 61.76 feet;

Thence South 64 degrees 48 minutes 56 seconds West, 32.73 feet;

Thence South 84 degrees 29 minutes 13 seconds West, 83.56 feet;

Thence South 78 degrees 18 minutes 06 seconds West, 188.95 feet;

Thence South 81 degrees 42 minutes 34 seconds West, 148.02 feet;

Thence South 72 degrees 10 minutes 41 seconds West, 144.55 feet;

Thence South 63 degrees 45 minutes 02 seconds West, 70.07 feet;

Thence South 57 degrees 03 minutes 44 seconds West, 65.61 feet;

Thence North 89 degrees 37 minutes 29 seconds West, 44.68 feet to the True Point of Beginning.

END OF EXHIBIT "A"

ASSESSMENT 44

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH PARCEL 5.2**

**PARCEL "A" (PARCEL 5.2)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED ON FINAL PLAT FOR ESTRELLA PARCEL 58 RECORDED IN BOOK 321, PAGE 31, RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°13'08" EAST (RECORD SOUTH 89°12'34" EAST PER SAID FINAL PLAT), 1091.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID FINAL PLAT AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°13'08" EAST, 1418.28 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 23°13'08" EAST, 385.10 FEET TO THE BEGINNING OF A NON-TANGENT 1035.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 23°13'08" WEST TO SAID POINT BEING A POINT ON THE NORTHERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID SIDELINE AS FOLLOWS:

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°16'52", 528.94 FEET TO THE BEGINNING OF A 980.00 FOOT RADIUS REVERSE CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 52°30'00" EAST TO SAID POINT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°40'39", 28.69 FEET;

THENCE SOUTH 39°10'39" WEST, 141.51 FEET TO THE BEGINNING OF A 1020.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°40'39", 29.87 FEET;

THENCE SOUTH 37°30'00" WEST, 121.43 FEET;  
THENCE SOUTH 69°40'12" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 64.00 FEET;  
THENCE SOUTH 5°19'48" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 587.71 FEET;  
THENCE LEAVING SAID SIDELINE NORTH 52°30'00" WEST, 1256.03 FEET;  
THENCE NORTH 0°47'26" EAST, 497.71 FEET;  
THENCE NORTH 62°47'44" EAST, 509.90 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 43.491 ACRES MORE OR LESS.

## EXHIBIT "A"

That portion of the South half of Section 15, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 15 as depicted on Sheet 3 of Map of Dedication for Estrella Mountain Ranch Westar Drive Phase 2 recorded in Book 669 of Maps, page 23, records of Maricopa County;

Thence along the South line of the Southwest quarter of said South half South 89 degrees 24 minutes 36 seconds East, 1418.64 feet to the Easterly sideline of W. Westar Drive according to said Map of Dedication;

Thence leaving said South line along said Easterly sideline North 00 degrees 11 minutes 40 seconds East, 320.05 feet to the Easterly sideline of proposed Westar Drive;

Thence along said Easterly sideline as follows:

North 32 degrees 22 minutes 06 seconds East, 23.63 feet;

Thence North 00 degrees 11 minutes 27 seconds East, 64.00 feet;

Thence North 31 degrees 58 minutes 17 seconds West, 23.63 feet;

Thence North 00 degrees 11 minutes 40 seconds East, 3.01 feet to the True Point of Beginning;

Thence continuing along said Easterly sideline as follows:

North 00 degrees 11 minutes 40 seconds East, 1.73 feet to the beginning of a 960.00 foot radius curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 37 degrees 18 minutes 20 seconds, a distance of 625.06 feet;

Thence North 37 degrees 30 minutes 00 seconds East, 711.16 feet;

Thence North 69 degrees 40 minutes 12 seconds East, 23.63 feet;

Thence North 37 degrees 30 minutes 00 seconds East, 64.00 feet;

Thence North 05 degrees 19 minutes 48 seconds East, 23.63 feet;

Thence North 37 degrees 30 minutes 00 seconds East, 121.43 feet to the Beginning of a 1020.00 foot radius curve concave Northwesterly;

Thence Northeasterly along the arc of said curve through a central angle of 01 degrees 40 minutes 39 seconds, a distance of 29.87 feet;

Thence North 35 degrees 49 minutes 21 seconds East, 141.51 feet to the beginning of a 980.00 foot radius curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 01 degrees 02 minutes 54 seconds, a distance of 17.93 feet;

Thence leaving said Easterly sideline non-tangent South 52 degrees 30 minutes 46 seconds East, 190.10 feet;

Thence South 89 degrees 37 minutes 22 seconds East, 176.71 feet;

Thence South 60 degrees 42 minutes 30 seconds East, 111.92 feet;

Thence South 12 degrees 53 minutes 29 seconds West, 328.49 feet;

Thence South 23 degrees 13 minutes 01 seconds West, 202.33 feet;

Thence South 36 degrees 58 minutes 46 seconds West, 1021.85 feet;

Thence South 73 degrees 53 minutes 12 seconds West, 136.73 feet;

Thence South 36 degrees 31 minutes 46 seconds West, 65.89 feet;

Thence North 53 degrees 28 minutes 14 seconds West, 92.94 feet to the beginning of a 255.00 foot radius curve concave Southwesterly;

Thence Northwestarly along the arc of said curve through a central angle of 36 degrees 20 minutes 06 seconds, a distance of 161.71 feet;

Thence North 89 degrees 48 minutes 20 seconds West, 141.07 feet to the True Point of Beginning.

END OF EXHIBIT "A"

ASSESSMENT 46

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH PARCEL 5.4**

**PARCEL "A" (PARCEL 5.4)**

THAT PORTION OF THE EAST HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 10 OF MAP OF DEDICATION RECORDED IN BOOK 318, PAGE 38, RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 89°13'08" WEST (RECORD NORTH 89°12'34" WEST PER SAID MAP OF DEDICATION), 1092.16 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 41°20'24" WEST, 230.42 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SIDELINE RETRACING SOUTH 41°20'24" EAST, 371.35 FEET;

THENCE SOUTH 22°14'49" EAST, 87.55 FEET;

THENCE SOUTH 15°03'29" WEST, 212.09 FEET;

THENCE SOUTH 60°23'35" WEST, 152.31 FEET;

THENCE NORTH 85°36'29" WEST, 94.79 FEET;

THENCE SOUTH 64°40'35" WEST, 51.16 FEET;

THENCE SOUTH 22°23'10" WEST, 32.78 FEET;

THENCE SOUTH 67°11'54" WEST, 164.91 FEET;

THENCE NORTH 52°08'22" WEST, 121.86 FEET;

THENCE NORTH 79°15'15" WEST, 151.18 FEET;

THENCE SOUTH 88°42'03" WEST, 43.09 FEET;

THENCE SOUTH 60°23'27" WEST, 55.85 FEET;

THENCE SOUTH 38°07'03" WEST, 132.34 FEET;

THENCE NORTH 42°21'38" WEST, 140.29 FEET;

THENCE SOUTH 79°49'00" WEST, 232.35 FEET;

THENCE NORTH 33°57'06" WEST, 109.71 FEET;  
THENCE NORTH 2°27'16" EAST, 134.78 FEET TO A POINT ON THE SOUTHEASTERLY  
SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID SIDELINE THE FOLLOWING:  
SOUTH 87°32'44" EAST, 112.52 FEET TO THE BEGINNING OF A 1040.00 FOOT RADIUS  
CURVE CONCAVE NORTHERLY;  
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
OF 13°20'07", 242.05 FEET;  
THENCE NON-TANGENT TO SAID CURVE SOUTH 70°26'15" EAST, 23.10 FEET;  
THENCE NORTH 76°36'02" EAST, 64.00 FEET;  
THENCE NORTH 43°38'43" EAST, 23.09 FEET TO THE BEGINNING OF A NON-TANGENT  
1040.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID  
CURVE BEARS SOUTH 16°13'46" EAST TO SAID POINT;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 12°39'33", 229.78 FEET;  
THENCE NORTH 61°06'41" EAST, 101.84 FEET TO THE BEGINNING OF A 540.00 FOOT  
RADIUS CURVE, CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 41°56'56", 395.36 FEET;  
THENCE NORTH 19°09'45" EAST, 23.37 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9.808 ACRES MORE OR LESS.

ASSESSMENT 47

150735970

EXHIBIT "A"

That portion of the South half of Section 15 and the North half of Section 22, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 15 as depicted on sheet 3 of Map of Dedication for Estrella Mountain Ranch Westar Drive Phase 2 recorded in Book 669 of Maps, page 23, records of Maricopa County;

Thence along the South line of the Southwest quarter of said South half South 89 degrees 24 minutes 36 seconds East, 1418.64 feet to the Easterly sideline of W. Westar Drive according to said Map of Dedication;

Thence leaving said South line along said Easterly sideline North 00 degrees 11 minutes 40 seconds East, 317.06 feet to the True Point of Beginning;

Thence continuing along said Easterly sideline North 00 degrees 11 minutes 40 seconds East, 2.99 feet to the Easterly sideline of proposed Westar Drive;

Thence along said Easterly sideline as follows:

North 32 degrees 22 minutes 06 seconds East, 23.63 feet;

Thence North 00 degrees 11 minutes 27 seconds East, 64.00 feet;

Thence North 31 degrees 58 minutes 17 seconds West, 23.63 feet;

Thence North 00 degrees 11 minutes 40 seconds East, 3.01 feet;

Thence leaving said Easterly sideline South 89 degrees 48 minutes 20 seconds East, 141.07 feet to the beginning of a 255.00 foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 36 degrees 20 minutes 06 seconds, a distance of 161.71 feet;

Thence South 53 degrees 28 minutes 14 seconds East, 121.54 feet to the beginning of a 145.00 foot radius curve concave Northeasterly;

Thence Southeasterly along the arc of said curve through a central angle of 26 degrees 23 minutes 08 seconds, a distance of 66.77 feet;

Thence South 79 degrees 51 minutes 22 seconds East, 221.98 feet;

Thence North 53 degrees 04 minutes 09 seconds East, 720.37 feet;

Thence North 27 degrees 40 minutes 24 seconds East, 700.84 feet;

Thence North 19 degrees 13 minutes 16 seconds East, 641.04 feet;



Thence South 74 degrees 38 minutes 57 seconds East, 414.95 feet;

Thence South 89 degrees 30 minutes 57 seconds East, 125.40 feet;

Thence North 87 degrees 49 minutes 34 seconds East, 547.78 feet;

Thence North 85 degrees 23 minutes 33 seconds East, 336.79 feet;

Thence South 52 degrees 53 minutes 57 seconds East, 243.01 feet;

Thence South 40 degrees 04 minutes 04 seconds West, 350.51 feet;

Thence South 24 degrees 11 minutes 40 seconds West, 280.17 feet;

Thence South 01 degrees 05 minutes 30 seconds West, 82.48 feet;

Thence South 17 degrees 02 minutes 00 seconds West, 34.30 feet;

Thence South 01 degrees 51 minutes 59 seconds East, 285.44 feet;

Thence South 33 degrees 20 minutes 30 seconds West, 343.64 feet;

Thence South 85 degrees 37 minutes 22 seconds West, 591.91 feet;

Thence South 67 degrees 13 minutes 13 seconds West, 688.07 feet;

Thence South 37 degrees 40 minutes 25 seconds West, 204.20 feet;

Thence South 01 degrees 40 minutes 37 seconds West, 145.07 feet;

Thence South 84 degrees 55 minutes 27 seconds West, 126.55 feet;

Thence North 76 degrees 17 minutes 49 seconds West, 94.16 feet;

Thence North 62 degrees 23 minutes 37 seconds West, 54.56 feet;

Thence North 72 degrees 52 minutes 19 seconds West, 58.26 feet;

Thence North 78 degrees 43 minutes 43 seconds West, 235.85 feet;

Thence South 85 degrees 23 minutes 45 seconds West, 55.59 feet;

Thence South 61 degrees 37 minutes 27 seconds West, 51.95 feet;

Thence North 36 degrees 31 minutes 02 seconds West, 205.93 feet;

Thence North 62 degrees 53 minutes 27 seconds West, 78.51 feet;

Thence North 79 degrees 51 minutes 22 seconds West, 224.53 feet to the beginning of a 255.00 foot radius curve concave Northeasterly;

Thence Northwesterly along the arc of said curve through a central angle of 26 degrees 23 minutes 08 seconds, a distance of 117.43 feet;

Thence North 53 degrees 28 minutes 14 seconds West, 121.54 feet to the beginning of a 145.00 foot radius curve concave Southwesterly;

Thence Northwesterly along the arc of said curve through a central angle of 36 degrees 20 minutes 06 seconds, a distance of 91.95 feet;

Thence North 89 degrees 48 minutes 20 seconds West, 141.07 feet to the True Point of Beginning.

END OF EXHIBIT "A"

ASSESSMENT 48

150635117

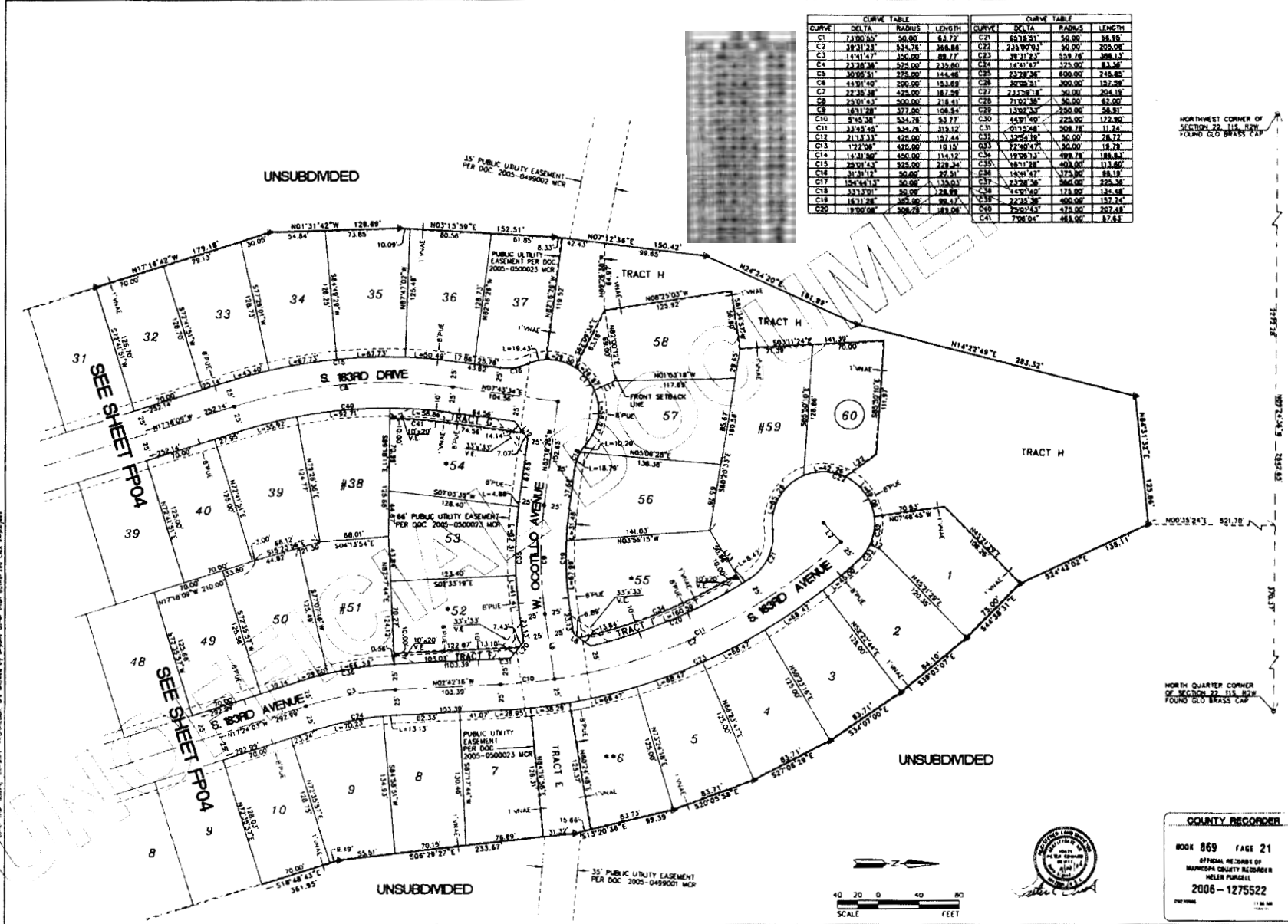
EXHIBIT "A"

Lots 1 through 60, ESTRELLA MOUNTAIN RANCH PARCEL 97, according to Book 869 of Maps, Page 21, records of Maricopa County, Arizona.

END OF EXHIBIT "A"







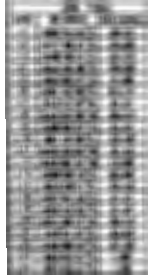
CURVE TABLE			CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CURVE	DELTA	RADIUS	LENGTH
C1	73.00	36.00	83.72	C27	85.18	50.00	38.95
C2	18.31	534.78	348.86	C28	722.90	50.00	255.04
C3	14.41	350.00	88.77	C29	38.31	528.78	388.13
C4	23.28	575.00	235.80	C30	14.41	325.00	83.36
C5	30.99	375.00	144.48	C31	23.28	500.00	245.82
C6	43.91	280.00	153.69	C32	30.99	300.00	192.28
C7	22.35	425.00	187.58	C33	22.35	300.00	204.18
C8	23.91	500.00	218.41	C34	23.91	50.00	62.00
C9	16.31	372.00	108.84	C35	16.31	280.00	58.81
C10	5.45	534.78	53.77	C36	45.91	275.00	172.90
C11	33.45	534.78	315.12	C37	33.45	508.78	311.24
C12	21.33	428.00	187.44	C38	33.45	50.00	28.72
C13	17.22	428.00	18.18	C39	22.40	50.00	18.78
C14	14.21	450.00	114.12	C40	17.22	488.78	188.83
C15	20.91	525.00	228.34	C41	18.11	400.00	113.80
C16	31.31	50.00	22.31	C42	14.41	375.00	88.18
C17	194.54	20.00	133.03	C43	23.28	360.00	225.38
C18	33.21	50.00	128.88	C44	23.28	375.00	134.48
C19	16.31	369.00	88.47	C45	22.35	400.00	157.74
C20	18.90	508.78	183.08	C46	79.92	475.00	207.68
C47	7.08	584.00	87.83				

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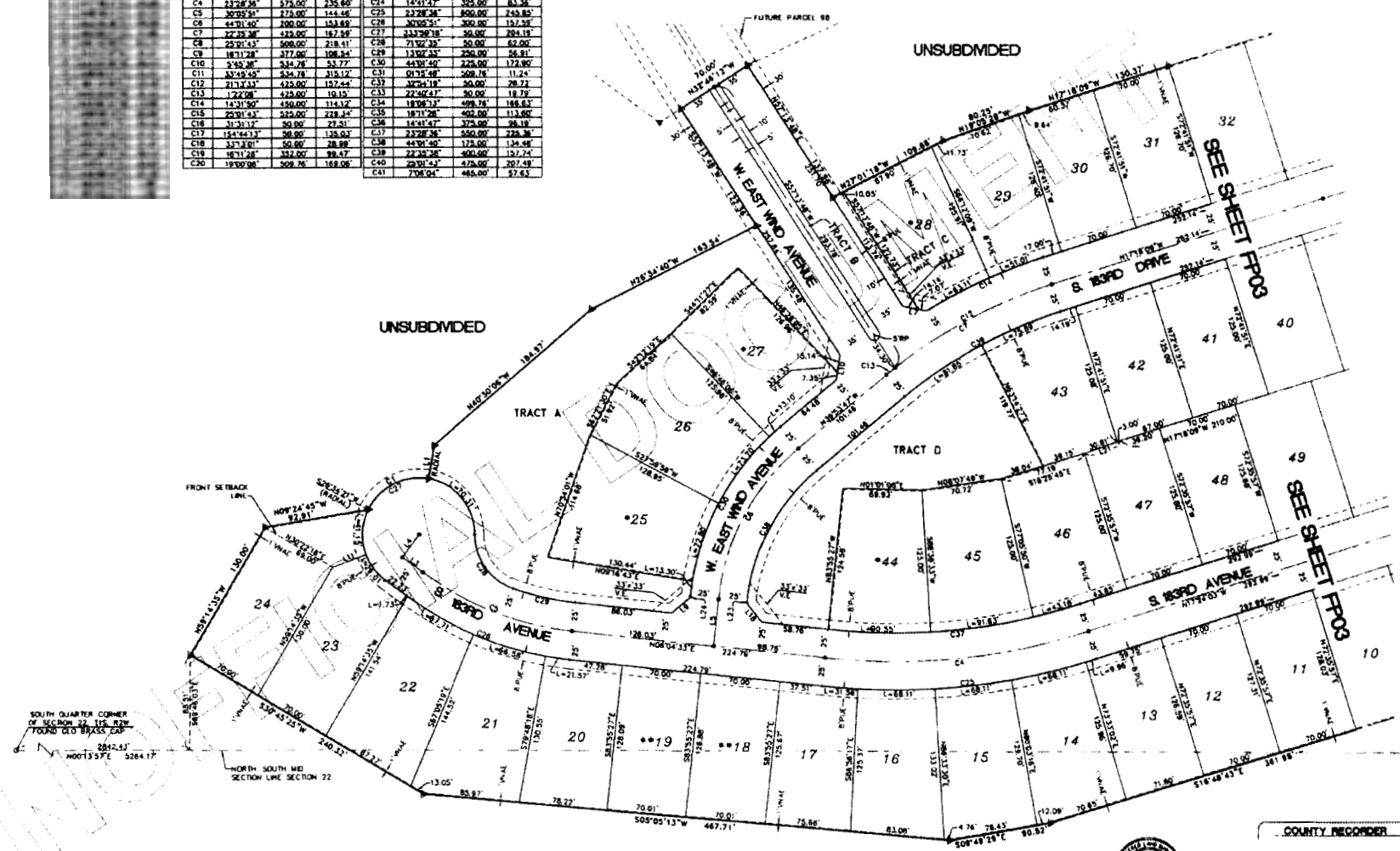
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**ESTRELLA MOUNTAIN RANCH**  
 PARCEL 87  
 0000YEAR, ARIZONA  
 FINAL PLAT

DATE: 08-17-17  
 DATE: SEPT. 2006  
 SCALE: 1"=40'  
 DESIGNED: CMX  
 DRAWING: SOW  
 APPROVED: PED  
 COUNTY RECORDER  
 BOOK 869 PAGE 21  
 OFFICIAL RECORD OF  
 MARICOPA COUNTY RECORDER  
 MELBA PURCELL  
 2006-1275522  
 SHEET 3 OF 4



CURVE TABLE			CURVE TABLE		
CURVE	DELTA	RADIUS	CURVE	DELTA	RADIUS
C1	72°30'55"	50.00	C21	89°35'51"	50.00
C2	38°31'23"	524.78	C22	235°00'03"	50.00
C3	14°41'47"	750.00	C23	36°31'23"	254.78
C4	23°28'26"	175.00	C24	143°14'47"	325.00
C5	30°55'51"	225.00	C25	232°28'26"	850.00
C6	44°31'40"	200.00	C26	30°55'51"	300.00
C7	22°22'38"	425.00	C27	233°28'26"	350.00
C8	25°31'43"	500.00	C28	71°52'38"	50.00
C9	18°11'28"	372.00	C29	135°02'53"	250.00
C10	2°45'36"	524.78	C30	44°31'40"	225.00
C11	32°49'52"	524.78	C31	01°15'48"	500.78
C12	21°12'33"	425.00	C32	302°51'19"	50.00
C13	12°21'08"	425.00	C33	22°40'47"	50.00
C14	14°31'50"	450.00	C34	18°38'13"	498.78
C15	20°31'43"	525.00	C35	18°11'28"	450.00
C16	31°31'17"	50.00	C36	143°14'47"	325.00
C17	154°54'13"	50.00	C37	232°28'26"	850.00
C18	32°31'01"	50.00	C38	44°31'40"	175.00
C19	18°11'28"	352.00	C39	22°22'38"	450.00
C20	19°50'08"	509.78	C40	20°31'43"	475.00
			C41	7°08'04"	445.00



**ESTRELLA MOUNTAIN RANCH**  
PARCEL 87  
GOODFAR, ARIZONA  
FINAL PLAT

**CMX**  
CONTRACTS - PLANS - SURVEYS - PROJECTS - SERVICES - CONSTRUCTION MANAGERS

COUNTY RECORDER  
BOOK 869 PAGE 21  
OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PARCELL  
2006-1275522

DATE: SEPT 2006 SCALE: 1" = 40'  
DESIGNED: CMX DRAWN: SCB APPROVED: PED  
REV

DWE: WJD  
FP04  
SHT 4 OF 4

7740 N. 18TH ST. STE. 100  
PHOENIX, AZ 85020  
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ASSESSMENT 49

150635118

EXHIBIT "A"

Lots 1 through 75, ESTRELLA MOUNTAIN RANCH PARCEL 98, according to Book 869 of Maps, Page 20, records of Maricopa County, Arizona.

END OF EXHIBIT "A"







W & K CORNER  
SECTION 22  
FOUND REBAR

NORTHWEST CORNER  
SECTION 22  
FOUND 1/2" BRASS CAP

WESTAR DRIVE  
PER BOOK 668 PAGE 23 MCR

W EAST WIND AVENUE  
PER DOC. 2000-048889 MCR

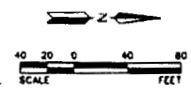
S BATH DRIVE

W NAMBE STREET

S BATH AVENUE

SEE SHEET FPO4

SEE SHEET FPO4



LINE	LENGTH	BEARING
L1	8.60	S32°48'12"E
L2	3.00	S29°48'12"E
L3	21.21	S72°48'12"E
L4	21.81	S17°04'42"W
L5	15.84	S37°04'42"W
L6	5.97	S17°04'42"W
L7	20.41	S10°30'24"W
L8	14.87	S10°30'24"W
L9	18.24	S30°07'20"E
L10	7.89	S79°08'36"E
L11	18.71	N42°24'00"E
L12	28.40	S38°38'16"E
L13	1.22	S79°08'36"E
L14	10.08	N44°39'42"E
L15	21.68	S40°51'32"E
L16	25.28	N48°11'00"E
L17	28.78	N44°48'20"W
L18	14.00	S17°04'42"W
L19	20.99	S17°17'12"E
L20	14.53	N72°50'48"W
L21	7.17	N72°50'48"W
L22	21.50	N92°30'48"W
L23	13.78	S89°21'00"E
L24	7.08	N18°43'28"E
L25	14.31	N18°43'28"E
L26	31.87	N18°43'28"E
L27	38.48	N52°28'04"E
L28	11.34	S27°12'48"W
L29	20.00	S70°09'30"E
L30	22.55	S17°46'12"E
L31	20.21	S71°24'00"E
L32	14.58	N89°48'20"W
L33	40.00	N89°48'20"W

LINE	BEARING	DISTANCE
SDA.71	N32°48'12"E	8.62
SDA.72	N32°48'12"W	0.18
SDA.73	S47°13'48"E	130.83
SDA.74	N41°18'34"E	111.50
SDA.75	N137°34'E	110.03
SDA.76	S67°28'42"W	15.62
SDA.77	S67°28'42"W	234.08
SDA.78	S84°48'44"W	18.96
SDA.79	S34°48'44"W	23.08
SDA.80	N28°38'30"W	0.51
SDA.81	N58°48'44"E	16.43
SDA.82	N41°30'34"E	4.24
SDA.83	N88°21'04"E	65.88
SDA.84	N89°48'20"W	30.81
SDA.85	S88°21'04"E	18.84
SDA.86	N88°21'04"E	131.81
SDA.87	N88°48'20"W	14.62
SDA.88	S67°28'42"W	12.83
SDA.89	N00°11'40"E	338.62
SDA.90	N00°11'40"E	207.88
SDA.91	N03°21'35"E	81.84
SDA.92	N00°11'40"E	59.29

CURVE	LENGTH	RADIUS	BEARING	TANGENT
SDC.71	20.80	20.00	S85°52'54"	11.32
SDC.72	25.38	20.00	72°52'54"	14.72
SDC.73	234.67	274.00	232°52'27"	118.00
SDC.74	58.49	583.00	128°28'51"	59.38
SDC.75	15.71	8.00	180°00'00"	0.00
SDC.76	52.92	805.00	128°08'08"	28.88
SDC.77	15.81	20.00	45°17'40"	8.34
SDC.78	38.20	428.00	128°42'27"	18.11
SDC.79	12.25	20.00	49°36'58"	6.22
SDC.80	21.91	253.00	138°36'10"	10.95
SDC.81	15.21	3.00	180°00'00"	0.00
SDC.82	31.84	805.00	128°42'27"	15.92
SDC.83	127.87	1128.00	82°01'52"	63.88
SDC.84	15.71	20.00	182°28'51"	2.87
SDC.85	4.53	20.00	135°52'29"	2.29



**ESTRELLA MOUNTAIN RANCH**  
PARCEL 98  
GOODYEAR, ARIZONA

FINAL PLAT

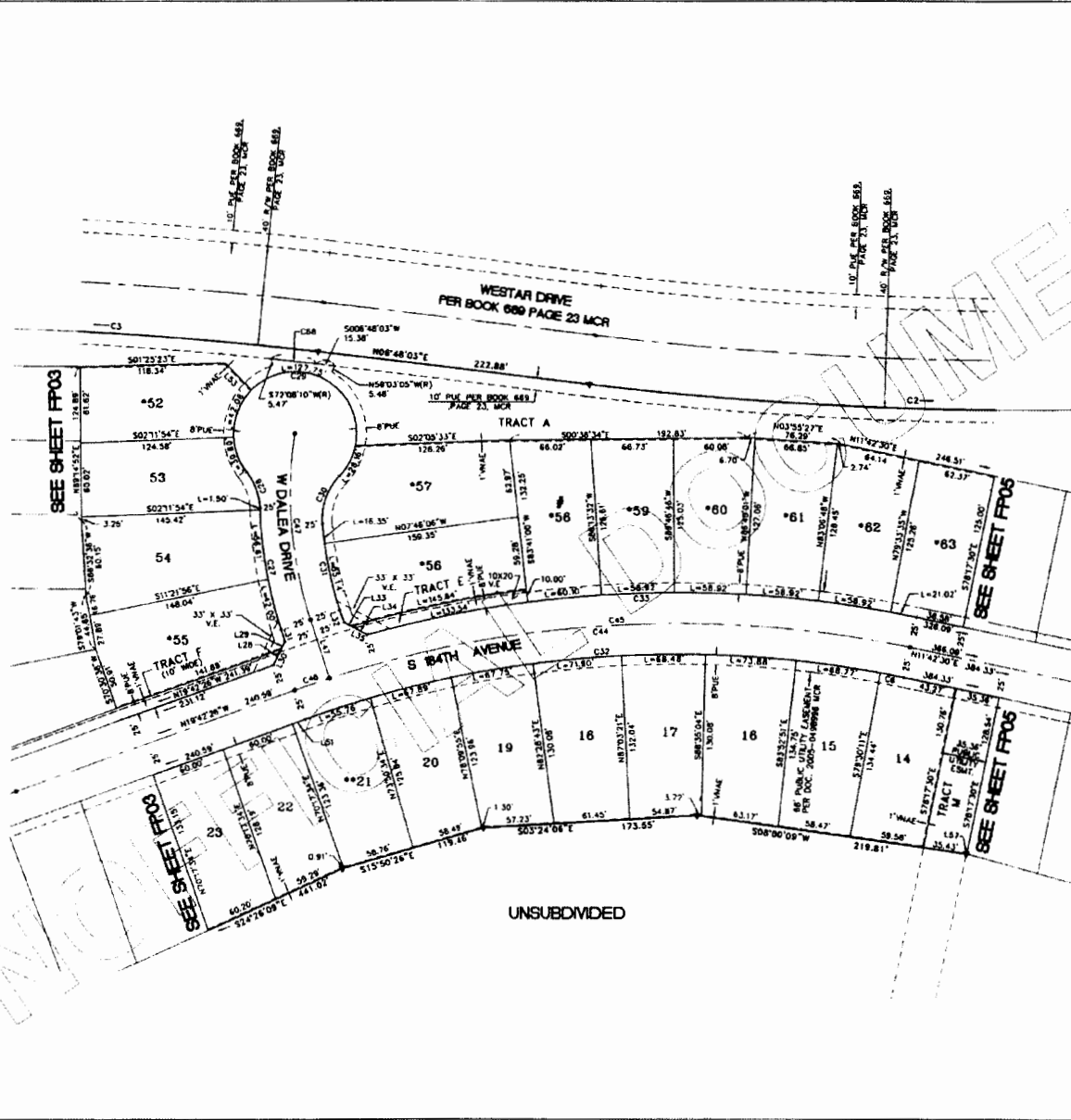
CURT PRICE: 4500-15 DATE: SEPT. 2006 SCALE: 1"=40'  
DESIGNED: CMX DRAWN: SDF APPROVED: JED  
FILED

COUNTY RECORDER  
BOOK 868 PAGE 20  
OFFICIAL RECORD OF  
MARICOPA COUNTY RECORDER  
WILEN PORCELL  
2006-1275518

DWG NO: FPO3  
SHEET 3 OF 5

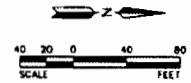


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CURVE	LENGTH	BEARING	PC/PT	TANGENT
C2	889.27	2915.00	13,091.8'	336.12
C3	374.58	2815.00	6,242.3'	162.47
C4	18.03	800.00	1,124.1'	9.51
C5	106.10	30,880	18,124.0'	20.39
C6	31.83	50.00	36,28.36	16.48
C7	378.77	50.00	28,108.81'	57.37
C8	41.24	30.00	48,242.00	22.47
C9	71.49	30,880	1,224.88'	35.81
C10	493.47	800.00	31,24.56'	33.11
C11	450.35	850.00	27,08.11'	29.49
C12	267.18	315.00	31,24.36'	26.16
C13	277.75	815.00	28,24.53'	24.19
C14	28.88	255.00	1,30.88'	14.93
C15	152.81	318.80	27,00.47'	28.98
C16	37.08	2805.00	07,432.7'	18.54

LINE	LENGTH	BEARING
L28	14.34	S83°56'14"E
L29	7.18	S83°56'14"E
L30	21.80	S83°56'14"E
L31	10.18	S71°48'38"W
L32	10.47	S71°48'38"W
L33	7.18	S72°27'49"W
L34	14.47	S72°27'49"W
L35	21.83	S72°27'49"W
L36	36.01	S71°48'38"W
L37	10.88	S115°52'28"W
L38	30.59	N48°03'20"E
L39	0.84	S12°08'33"W



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**ESTRELLA MOUNTAIN RANCH**  
 PARCEL 88  
 GOODYEAR, ARIZONA

FINAL PLAN

DATE: SEPT 2006 SCALE: 1"=40'  
 DESIGNED: CMH DRAWN: SCW APPROVED: RED  
 REV: \_\_\_\_\_

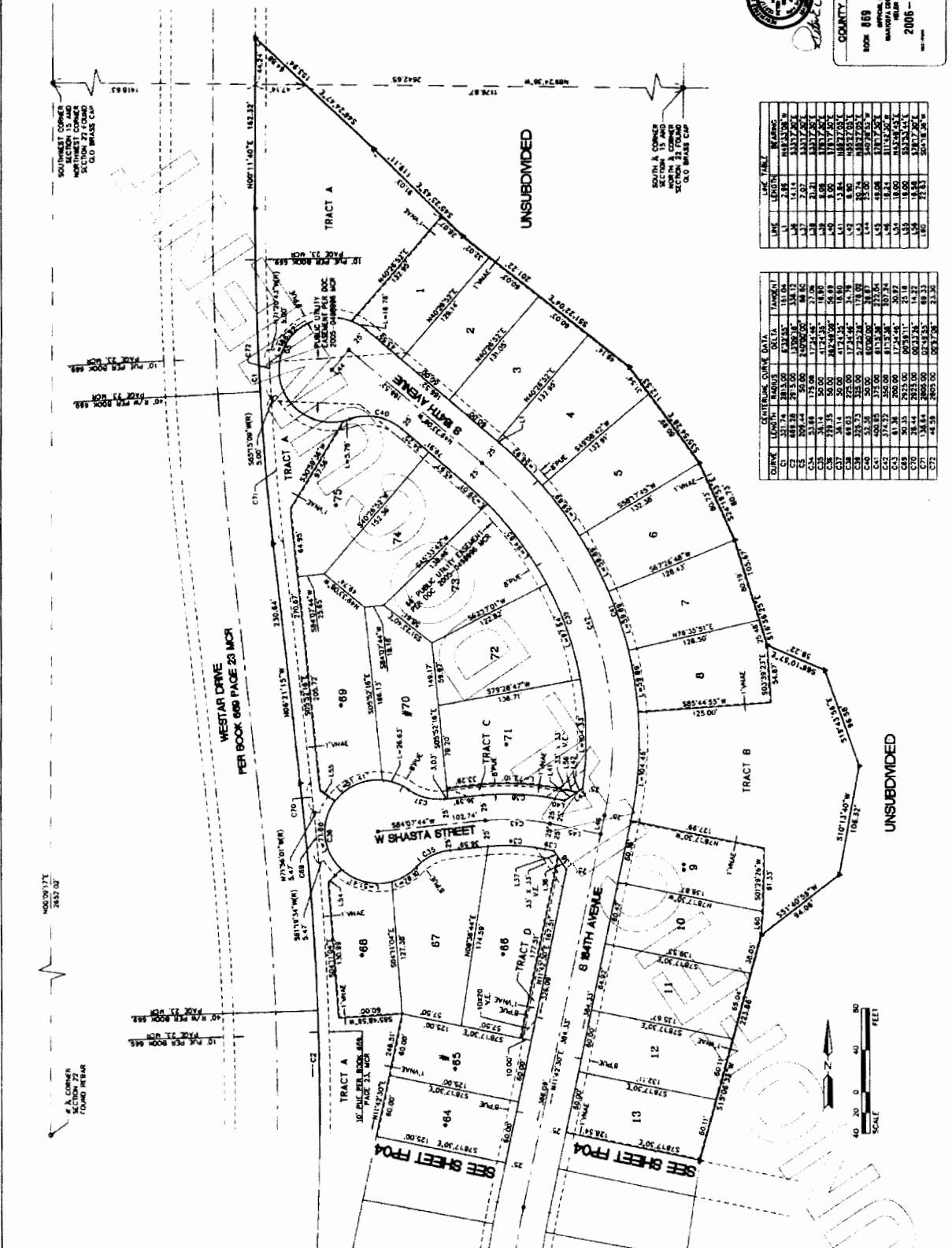
BOOK 869 PAGE 20  
 OFFICIAL RECORD OF  
 MARICOPA COUNTY RECORDER  
 KELLY PARCELL  
 2006-1275518

DATE: 11/20/06  
 TIME: 11:30 AM



LINE	LENGTH	BEARING
L1	2.85	S88.330°W
L2	5.11	S33.720°E
L3	1.21	S88.330°W
L4	2.01	S33.720°E
L5	8.08	S88.330°W
L6	8.08	S33.720°E
L7	1.21	S88.330°W
L8	5.11	S33.720°E
L9	2.85	S88.330°W
L10	8.08	S33.720°E
L11	8.08	S88.330°W
L12	5.11	S33.720°E
L13	2.85	S88.330°W
L14	2.85	S33.720°E
L15	18.00	S88.330°W
L16	18.00	S33.720°E
L17	27.83	S88.330°W
L18	27.83	S33.720°E

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	311.74	2813.00	83.285°	161.04
C2	309.89	2813.00	83.285°	159.19
C3	308.04	2813.00	83.285°	157.34
C4	306.19	2813.00	83.285°	155.49
C5	304.34	2813.00	83.285°	153.64
C6	302.49	2813.00	83.285°	151.79
C7	300.64	2813.00	83.285°	149.94
C8	298.79	2813.00	83.285°	148.09
C9	296.94	2813.00	83.285°	146.24
C10	295.09	2813.00	83.285°	144.39
C11	293.24	2813.00	83.285°	142.54
C12	291.39	2813.00	83.285°	140.69
C13	289.54	2813.00	83.285°	138.84
C14	287.69	2813.00	83.285°	136.99
C15	285.84	2813.00	83.285°	135.14
C16	283.99	2813.00	83.285°	133.29
C17	282.14	2813.00	83.285°	131.44
C18	280.29	2813.00	83.285°	129.59
C19	278.44	2813.00	83.285°	127.74
C20	276.59	2813.00	83.285°	125.89
C21	274.74	2813.00	83.285°	124.04
C22	272.89	2813.00	83.285°	122.19
C23	271.04	2813.00	83.285°	120.34
C24	269.19	2813.00	83.285°	118.49
C25	267.34	2813.00	83.285°	116.64
C26	265.49	2813.00	83.285°	114.79
C27	263.64	2813.00	83.285°	112.94
C28	261.79	2813.00	83.285°	111.09
C29	259.94	2813.00	83.285°	109.24
C30	258.09	2813.00	83.285°	107.39
C31	256.24	2813.00	83.285°	105.54
C32	254.39	2813.00	83.285°	103.69
C33	252.54	2813.00	83.285°	101.84
C34	250.69	2813.00	83.285°	100.00
C35	248.84	2813.00	83.285°	98.15
C36	246.99	2813.00	83.285°	96.30
C37	245.14	2813.00	83.285°	94.45
C38	243.29	2813.00	83.285°	92.60
C39	241.44	2813.00	83.285°	90.75
C40	239.59	2813.00	83.285°	88.90
C41	237.74	2813.00	83.285°	87.05
C42	235.89	2813.00	83.285°	85.20
C43	234.04	2813.00	83.285°	83.35
C44	232.19	2813.00	83.285°	81.50
C45	230.34	2813.00	83.285°	79.65
C46	228.49	2813.00	83.285°	77.80
C47	226.64	2813.00	83.285°	75.95
C48	224.79	2813.00	83.285°	74.10
C49	222.94	2813.00	83.285°	72.25
C50	221.09	2813.00	83.285°	70.40
C51	219.24	2813.00	83.285°	68.55
C52	217.39	2813.00	83.285°	66.70
C53	215.54	2813.00	83.285°	64.85
C54	213.69	2813.00	83.285°	63.00
C55	211.84	2813.00	83.285°	61.15
C56	209.99	2813.00	83.285°	59.30
C57	208.14	2813.00	83.285°	57.45
C58	206.29	2813.00	83.285°	55.60
C59	204.44	2813.00	83.285°	53.75
C60	202.59	2813.00	83.285°	51.90
C61	200.74	2813.00	83.285°	50.05
C62	198.89	2813.00	83.285°	48.20
C63	197.04	2813.00	83.285°	46.35
C64	195.19	2813.00	83.285°	44.50
C65	193.34	2813.00	83.285°	42.65
C66	191.49	2813.00	83.285°	40.80
C67	189.64	2813.00	83.285°	38.95
C68	187.79	2813.00	83.285°	37.10
C69	185.94	2813.00	83.285°	35.25
C70	184.09	2813.00	83.285°	33.40
C71	182.24	2813.00	83.285°	31.55
C72	180.39	2813.00	83.285°	29.70
C73	178.54	2813.00	83.285°	27.85
C74	176.69	2813.00	83.285°	26.00
C75	174.84	2813.00	83.285°	24.15
C76	172.99	2813.00	83.285°	22.30
C77	171.14	2813.00	83.285°	20.45
C78	169.29	2813.00	83.285°	18.60
C79	167.44	2813.00	83.285°	16.75
C80	165.59	2813.00	83.285°	14.90
C81	163.74	2813.00	83.285°	13.05
C82	161.89	2813.00	83.285°	11.20
C83	160.04	2813.00	83.285°	9.35
C84	158.19	2813.00	83.285°	7.50
C85	156.34	2813.00	83.285°	5.65
C86	154.49	2813.00	83.285°	3.80
C87	152.64	2813.00	83.285°	1.95
C88	150.79	2813.00	83.285°	0.10



SEE SHEET FPO4  
 SEE SHEET FPO4  
 SCALE: 1"=40'  
 40 20 0 40 80 FEET

## EXHIBIT "A"

That portion of the South half of Section 22 and the North half of Section 27, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Southwest corner of said Section 22 as depicted on final plat for ESTRELLA MOUNTAIN RANCH PARCEL 100A, recorded in Book 725 of Maps, page 9, of official records of said Maricopa County;

Thence along the West line of said Section 22 North 00 degrees 14 minutes 33 East, 1272.57 feet (record North 00 degrees 14 minutes 20 seconds East per said final plat) to an angle point in the boundary of Parcel No. 10 (proposed Parcel "G") as described in that Special Warranty Deed to NNP III-ESTRELLA MOUNTAIN RANCH, LLC, recorded on May 16, 2005 in Document No. 2005-0643150 of official records of said Maricopa County;

Thence leaving said West line of Section 22 along the Northerly boundary of said Parcel 10 as follows:

North 90 degrees 00 minutes 00 seconds East, 395.19 feet;

Thence South 87 degrees 44 minutes 48 seconds East, 923.08 feet;

Thence South 60 degrees 36 minutes 20 seconds East, 354.78 feet to a point on the Southerly Boundary of ESTRELLA MOUNTAIN RANCH PARCEL 100B according to final plat recorded in Book 725 of Maps, page 1, of official records of said Maricopa County, Arizona;

Thence leaving said Northerly boundary of Parcel No. 10 along said Southerly boundary of Parcel 100B as follows:

South 47 degrees 36 minutes 19 seconds East, 199.69 feet;

Thence South 86 degrees 39 minutes 55 seconds East, 50.00 feet;

Thence North 89 degrees 38 minutes 18 seconds East, 350.59 feet;

Thence North 90 degrees 00 minutes 00 seconds East, 195.80 feet;

Thence North 42 degrees 44 minutes 40 seconds East, 100.49 feet to a point on said Northerly boundary of Parcel No. 10;

Thence leaving said Southerly boundary of Parcel 100B along said Northerly boundary of Parcel No. 10 as follows:

North 79 degrees 56 minutes 21 seconds East, 121.06 feet;

Thence leaving said Northerly boundary North 40 degrees 31 minutes 14 seconds East, 140.03 feet;

Thence North 10 degrees 23 minutes 59 seconds West, 122.91 feet;

Thence North 24 degrees 27 minutes 07 seconds East, 88.34 feet;

Thence North 30 degrees 13 minutes 55 seconds West, 22.00 feet;

Thence North 20 degrees 12 minutes 05 seconds East, 33.10 feet to a point on the Southerly sideline of W. Westar Drive according to the MAP of DEDICATION for ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2, recorded in Book 669 of Maps, page 23 of Official Records of Maricopa County, said point being on a non-tangent 830.00 foot radius curve concave Northerly, a radial line of said curve bears South 20 degrees 12 minutes 05 seconds West to said point;

Thence along said sideline Easterly along the arc of said curve through a central angle of 39 degrees 44 minutes 24 seconds, 575.68 feet;

Thence leaving said Southerly sideline, South 37 degrees 14 minutes 59 seconds West, 342.29 feet to a point on said Northerly boundary of Parcel No. 10;

Thence along said Northerly boundary as follows:

North 79 degrees 56 minutes 21 seconds East, 315.79 feet;

Thence North 73 degrees 15 minutes 52 seconds East, 343.75 feet to the Westerly sideline of that certain 50.00 foot right-of-way granted to the EI PASO NATURAL GAS COMPANY per Document No. 2001-0753945 of Official Records of Maricopa County;

Thence leaving said Northerly boundary of Parcel No. 10 along said Westerly sideline as follows:

South 30 degrees 46 minutes 05 seconds West, 1,461.58 feet;

Thence South 30 degrees 48 minutes 44 seconds West, 1,902.06 feet;

Thence leaving said Westerly sideline North 29 degrees 31 minutes 22 seconds West, 281.08 feet;

Thence North 71 degrees 42 minutes 21 seconds West, 1,908.62 feet to a point on the West line of said North half of Section 27;

Thence along said West line, North 00 degrees 28 minutes 33 seconds East, 787.78 feet to the POINT OF BEGINNING.

END OF EXHIBIT "A"

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
2007-1135975 10/18/2007 02:32  
00672400088-41-1-1--  
**ELECTRONIC RECORDING**

When Recorded Return To:

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

**ESTRELLA MOUNTAIN RANCH  
COMMUNITY FACILITIES DISTRICT  
WAIVER AND DEVELOPMENT AGREEMENT  
PERTAINING TO GOLF VILLAGE ASSESSMENT  
DISTRICT NO. 2 TO FINANCE THE COSTS OF WESTAR DRIVE**

This Estrella Mountain Ranch Community Facilities District Waiver and Development Agreement dated as of July 1, 2007 (the "*Agreement*") is entered into by and among the Estrella Mountain Ranch Community Facilities District (the "*District*") and the following owners or option holders of the real property within the District: NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company ("NNP III"); William Ryan Homes Arizona Inc., an Arizona corporation ("William Ryan"), and EV II Fund Investors – Estrella, LLC, a Delaware limited liability company ("EV II"); (collectively, the "*Owners*"). The Owners together with California Bank & Trust, a California banking corporation its successors and assigns ("Lienholder") are hereinafter referred to as the "*Interested Parties*" and individually an "*Interested Party*".

**WHEREAS**, the Owners intend to request the governing board of the District to form an assessment district comprised of the real property described and shown on Exhibits A-1 through A-2 attached hereto (the "*Property*") and assess the costs of the Work (as defined below) against that portion of the Property not owned by a governmental entity or to be used for park or school purposes as described and shown on Exhibit B attached hereto (the "*Assessment District*") for the purpose of providing certain public infrastructure purposes (as defined in Title 48, Chapter 4, Article 6, Arizona Revised Statutes ("*A.R.S.*"), as amended (the "*Act*")) to be located on or off the Property; and

**WHEREAS**, the proposed public infrastructure purposes and related incidental costs and expenses shall consist of:

A. All costs, expenses and fees directly and indirectly related to the public infrastructure (as such term is defined in the Act) described on Exhibit C attached hereto and all incidental improvements and items related thereto (collectively, the "*Public Infrastructure*"); and



B. All costs, expenses and fees of the District, including but not limited to, engineering, legal, financial and incidental costs and expenses, incurred in: (i) forming the District and the Assessment District; (ii) levying and collecting the Assessments (as defined hereafter); (iii) issuing Assessment District bonds; and (iv) completing the design, permitting and engineering of the Public Infrastructure; and

C. Capitalized interest, if any, on any assessment bonds secured by special assessments on the Assessment District (the "*Assessment Bonds*") for a period not to exceed the aggregate time for completion of all construction, installation and acquisition of the Public Infrastructure, plus six months thereafter; and

D. A debt service reserve fund created for such Assessment Bonds.

Collectively, the Public Infrastructure, and all services and items described in paragraphs A through D above shall hereinafter be referred to as the "*Work*".

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. GENERAL.**

1.01 Development Agreement. The Interested Parties agree this Agreement is a "*Development Agreement*" within the meaning of A.R.S. Section 9-500.05. The Interested Parties acknowledge and agree the provisions of A.R.S. Section 32-2181 do not apply to this Agreement, therefore the Interested Parties are legally bound by the terms of this Agreement, including but not limited to all waivers and agreements to accept an assessment without conditions or exceptions. The Interested Parties agree this Agreement also constitutes the written agreement allocating the assessments as authorized pursuant to A.R.S. Section 48-721, as amended.

1.02 Ownership Interest. Each of the Owners, to its actual knowledge based on a review of its own records, including its title insurance policy for the portion of the Property owned by such Owner, represents and warrants that it is either the current owner of fee title or owner of equitable title to those portions of the Property identified at the end of this Agreement adjacent to such Owner's signature.

1.03 Reliance on Agreement and Adequate Consideration. This Agreement does not create a binding commitment of the District to (i) form the Assessment District, (ii) sell or deliver the Assessment Bonds, (ii) design, construct, install or acquire any or all of the Work, or (iii) if it does design, construct, install or acquire any of the Work, to design, construct, install or acquire it pursuant to any existing feasibility reports or proposals. However, the District, in going forward with the establishment of the Assessment District, the levying of the assessments on the Property and issuing Assessment Bonds, is doing so in reliance upon this Agreement. The Interested Parties agree the establishment of the Assessment District, the levying of the assessments and issuing Assessment Bonds is complete and adequate consideration for the waivers and agreements, including the agreement to accept an assessment, provided by the Interested Parties as set forth herein.

1.04 Knowledgeable and Voluntary Action. Each Interested Party by execution hereof represents and agrees for and on behalf of itself that: (i) it has independently and with the assistance of its legal counsel if so desired, reviewed and evaluated the applicable sections of the A.R.S. and case law governing community facilities districts including the District and the establishment of assessment districts therein, including the Assessment District, the levying of assessments, the issuance of Assessment Bonds, the collection procedures and the summary and expedited foreclosure processes available to the District upon failure to pay any assessment, including A.R.S. Title 48, Chapter 4, Articles 2 and 6 (collectively, the "*CFD and Assessment Laws*"); (ii) it has a full and complete knowledge and understanding of the CFD and Assessment Laws; (iii) it is sufficiently knowledgeable and experienced in financial, real estate development, and construction of Public Infrastructure matters, to be able to evaluate the risks and merits of including its respective portion of the Property in the District and the Assessment District; (iv) it is voluntarily entering into this Agreement knowing that the terms and provisions of this Agreement shall run with and encumber the Property and bind the entities executing this Agreement and their successors and assigns; and (v) all provisions of this Agreement, including but not limited to all general waivers, waivers of statutory provisions, waivers of due process or other substantive rights, remedies and indemnities contained herein shall be enforceable in strict accordance with their terms.

## II. ASSESSMENT DISTRICT.

2.01 Review and Approval of the Boundaries, Scope of Work and Engineers' Estimate.

(a) The Interested Parties have had the opportunity and right to review the proposed boundaries of the Assessment District, the assessment diagram, the preliminary plans and specifications detailing the Work and the engineers' estimate of the costs of the Work (the "*Engineers' Estimate*"). The Interested Parties hereby approve the following:

- (i) the proposed boundaries of the Assessment District;
- (ii) the preliminary plans and specifications detailing the Work; and
- (iii) the Engineers' Estimate.

The Interested Parties agree the Assessment District parcels, lots or other portion of the Property belonging to, owned by or which any land use plan for the Property shows as being used by the United States, the State, a city, school district or any other political subdivision ("*Exempt Property*") shall not be assessed and shall be omitted from the Assessments.

The Engineers' Estimate of the costs of Work will not exceed \$12,739,393 without the consent of the Interested Parties. In no event shall the total Special Assessment per single family residential lot pursuant to this Agreement, when aggregated with the special assessments under any other Estrella Mountain Ranch Community Facilities District or Goodyear Community Facilities District, exceed \$25,000 per residential lot without the written consent of the Interested Parties; provided, however, that, notwithstanding anything to the contrary set forth in this Agreement, the District, NNP III, William Ryan and EV II each agree that to the extent the amount of the Special

Assessment per single family residential lot pursuant to this Agreement, when aggregated with the special assessments under any other Estrella Mountain Ranch Community Facilities District or Goodyear Community Facilities District, exceed (i) \$10,000 per residential lot within Estrella Mountain Ranch Parcel 97 (as identified on Exhibit "A-2" attached hereto) or (ii) \$15,000 per residential lot within Estrella Mountain Ranch Parcel 98 (as identified on Exhibit "A-2" attached hereto), such difference shall be paid in cash by NNP III within three (3) business days of the recording of the Assessment. NNP III's agreement to pay pursuant to this Section 2.01(a) may be enforced by the District, William Ryan, EV II or Lienholder.

(b) This Agreement shall be construed to be an express consent by the Interested Parties that: (i) the District may establish the Assessment District in accordance with the provisions hereof; (ii) the District may incur costs and expenses necessary to complete the Work; (iii) the District may levy and collect assessments on the Property sufficient to pay all costs and expenses of the Work (including Work benefiting the Property, which was constructed, installed or performed prior to the execution hereof) and the costs of issuance of such Assessment Bonds, but not in excess of the Engineers' Estimate unless such excess is agreed to in writing by the Interested Parties.

2.02 No Protests, Objections or Requests for Hearings. The Interested Parties hereby agree to allow the: (i) establishment of the Assessment District; (ii) performance of the Work; (iii) levy and collection of assessments against that portion of the Property comprising the Assessment District (the "Assessments"); and (iv) issuance of Assessment Bonds secured by the Assessments without compliance with the requirements of the CFD Law or Assessment Laws. The Interested Parties acknowledge and agree that pursuant to A.R.S. Section 9-500.05, the provisions of A.R.S. Section 32-2181 do not apply to this Agreement and therefore the Interested Parties are legally and validly bound to the terms of this Agreement, including all waivers and agreements that are adverse to their interests.

2.03 Approval of Proceedings. With full knowledge of the provisions of the CFD and Assessment Laws and their rights thereunder (or having obtained counsel to advise them of the provisions and their rights), the Interested Parties expressly and unconditionally waive any and all irregularities, illegalities or deficiencies which may now or hereafter exist in the acts or proceedings related to the establishment of the Assessment District, the adoption of the Resolution of Intention and the Resolution Ordering the Work, the levying and confirming of the Assessments against the Property within the Assessment District and the issuance of Assessment Bonds.

2.04 Waiver. With full knowledge of the provisions of the CFD and Assessment Laws, including the statutes hereafter referenced, and their rights thereunder, the Interested Parties expressly and unconditionally agree to waive the following:

(a) any and all notices and time periods related thereto provided by A.R.S. Section 48-576 *et seq.*, as amended, including but not limited to the following:

(i) mailing, posting and publication, as applicable, of any notice required in connection with: (A) the adoption of the Resolution of Intention, (B) the Notice of Proposed Improvements, (C) the adoption of the Resolution Ordering the Work, (D) notice of passage of the Resolution Ordering the Work, (E) Notice of Award of Contract, and (F) any other

steps necessary in connection with the formation of the Assessment District, levying of the Assessments, or performing the Work; and

- (ii) any and all notices pertaining to a hearing on the Assessments;
- (b) any and all objections and protests to the extent of the Assessment District;
- (c) any and all objections to the adoption by the District of the plans and specifications, the Engineers' Estimate and the assessment diagram, all of which provide for and effectuate the completion of the Work;
- (d) any and all protest rights against the Work and objections to the awarding of one or more acquisition or construction contracts for the Work;
- (e) any and all defenses they may now or subsequently have against the levy or collection of the Assessments and the issuance of the Assessment Bonds;
- (f) all demands for cash payment of the Assessments;
- (g) the return of the warrant and Assessments;
- (h) any right to request that no bonds be issued against the Property or any part thereof; and
- (i) any right to a hearing on the Assessments.

2.05 Work as More Than Local and Ordinary Benefit. The Interested Parties agree that the Work is of more than local or ordinary public benefit and that the Work constitutes a public infrastructure purpose as defined in the Act and that the Property which is subject to the Assessments receives a benefit from the Work in an amount not less than the Engineers' Estimate or such greater amount of the Assessments if approved by the Interested Parties.

2.06 Public Bidding. The Interested Parties agree that the public bidding requirements for the design and construction of the Public Infrastructure set forth in Exhibit C hereto, have been or will be complied with. The Interested Parties consent to the use of any of the job delivery and procurement methods authorized by A.R.S. Title 34, including design-build, construction manager at risk and design-bid-build. Notwithstanding the foregoing, any irregularities, illegalities or deficiencies in such public bidding processes are expressly waived. The Interested Parties agree to accept as part of the Assessments the costs, expenses and fee of any portions of the Work that are to competitively bid and hereby waive any and all requirements for public bidding for such portions of the Work.

2.07 Performance of the Work. The parties agree that the construction and installation of the Work will be completed in substantial accordance with the plans and specifications approved by the City ("City") and in compliance with all applicable standards, codes, rules, guidelines or regulations of the City then in effect.

2.08 Liability. As between the Owners and the City, the Owners shall bear all risks, liabilities, obligations and responsibilities pursuant to any construction contract and all risk of loss of or damage to the Work (or any part thereof) occurring prior to the formation of the District and acquisition of the Work by the City.

### III. ASSESSMENTS.

3.01 Acceptance of Assessment. The Interested Parties agree to accept Assessments against all of the land located within the boundaries of the Assessment District in an aggregate amount not exceeding the Engineers' Estimate; and that such Assessments shall be collected and foreclosed in accordance with A.R.S. Section 48-601 *et seq.*, as amended and in accordance with any other documents executed and delivered in connection with the delivery of the Assessment Bonds.

The Interested Parties agree that the Work benefits only the Property within the Assessment District and agrees the Assessments shall be assessed on a per lot basis among the parcels and lots comprising the Assessment District. The Interested Parties agree that all portions of the Property comprised of Exempt Property, such as a park or school, shall not be assessed and any such assessment that could have been levied on such Exempt Property if owned by an Owner shall be allocated to and levied on the remaining portions of the Property.

3.02 Recording of Assessment. The Interested Parties consent to the recordation of the Assessments against the Property and agree that such Assessments shall be a first lien on the Property assessed subject only to general property taxes and prior special assessments.

3.03 Assessments to Go to Bond. Except as the Interested Parties otherwise notify the District in writing prior to the recording of the Assessments of their intent to pay in cash all or part of the Assessments, Assessments will not be paid in cash. With respect to Assessments not paid in cash, the Interested Parties request that a certified list of unpaid Assessments be filed as soon as possible after the recording of the Assessments and that Assessment Bonds be issued and sold as soon as possible.

3.04 Acceptance of Partial Assessment and Reassessment. The inability of the District or the Assessment District to assess all or any portion of the costs of the Work shall not reduce the obligation of the Interested Parties, so long as they own all or part of the Property within the Assessment District, to pay their proportionate share of the costs of the Work. The Interested Parties agree that if the Assessments or any one Assessment is adjudged to be invalid or void for any reason, the District board (pursuant to the processes set forth in A.R.S. Section 48-610) shall cause to be levied a new assessment upon all or any portion of the Property sufficient to provide for the payment of principal and interest on all Assessment Bonds then unpaid.

3.05 Waiver of Collateral Document Provisions. The Interested Parties expressly and unconditionally waive any and all provisions of any collateral security instruments relating to the Property which prohibit the formation of the District, the establishment of the Assessment District, completion of the Work and the levying, recording and collection of the Assessments against the Property.

3.06. Collection on Tax Rolls. The District may enter into an agreement with the County Treasurer and, as needed, the County Assessor to provide for collection of the Assessment installments on the Maricopa County tax rolls. The procedures for, timing of and enforcement of, such collection shall be as provided in this Agreement, the agreement with the County Treasurer or the CFD and Assessment Laws as determined by the District. The Interested Parties agree the expenses and costs of billing and collecting the Assessments may be included in each billing.

3.07 No Assurance of Density or Land Use. The levy of the Assessments and the amount thereof against any part of the Property is not a determination of, or an agreement for, any density or land use for such part of the Property. The density and other determination concerning land use shall be determined by the City through its regular procedures therefor and applicable law, but without reference to the amount assessed against such part of the Property.

#### IV. MISCELLANEOUS.

4.01 Dedication of Property Needed to Perform the Work. The Interested Parties who are the fee or equitable title owners shall convey, without cost, to the City or such other applicable governmental entity, all of the rights-of-way, easements and other property or interests therein, as required by the District or the City for construction, operation and maintenance of the Work. The Interested Parties agree to cooperate in effectuating any required dedication, including execution of any required document.

4.02 Payment of Maintenance Costs. The Owners acknowledge and agree to the continuation of the levy by the District of a thirty-cent (\$0.30) ad valorem tax to be used for the administrative expenses of the District and the maintenance of the Public Infrastructure.

4.03 Indemnification Under Securities Act. NNP III hereby agrees to indemnify and hold harmless the District, the City, each of the Owners (other than NNP III) and each director, officer, councilmember, independent contractor or employee thereof and each person, if any, who controls the Owners (other than NNP III), the District and the City within the meaning of the Securities Act of 1933, as amended (the "*Securities Act*") (collectively the "*NNP III Indemnified Persons*") for, from and against any and all losses, claims, damages or liabilities, including attorney's fees, arising from any challenge to the formation, activities or administration of the District, or any losses, claims, damages or liabilities, including reasonable attorney's fees, to which any of the NNP III Indemnified Persons may become subject, under any statute or regulation, at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities, including attorney's fees (or actions in respect thereof) arise out of or are based upon any untrue statement or any alleged untrue statement or material fact set forth in the Official Statement applicable to the Assessment Bonds or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect, EXCEPT THAT, the indemnity provided in this paragraph shall not apply to the extent that the indemnity set forth in the immediately following paragraph applies.

Each of the Owners (and all persons becoming Owners hereafter other than residential home owners) hereby agrees severally, but not jointly, to indemnify and hold harmless each of the other Owners, the District and the City and each director, officer, councilmember, independent contractor or employee thereof and each person, if any, who controls each of the other Owners, the District and the City within the meaning of the Securities Act (collectively the "*Owner Indemnified Persons*") for, from and against any and all losses, claims, damages or liabilities, including attorney's fees, arising from any challenge to the formation, activities or administration of the District, or any losses, claims, damages or liabilities, including attorney's fees, to which any of the Owner Indemnified Persons may become subject, under any statute or regulation, at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities, including attorney's fees (or actions in respect thereof) arise out of or are based upon any action or inaction by such Owner or any untrue statement or any alleged untrue statement or material fact made by such Owner about such Owner or its specific activities set forth in the Official Statement applicable to the Assessment Bonds or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission by such Owner to include within statements made by such Owner about such Owner or its specific activities a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect. With respect to any misrepresentation, untrue statement or omission made or alleged to have been made by an Owner about such Owner or its specific activities, only such Owner shall be liable and such Owner shall be liable for all losses, claims, damages, liabilities and other amounts due under this section caused thereby.

This Section 4.03 shall survive the termination hereof. The indemnifications provided in this Section 4.03 are supplemental to, and do not affect, the provisions for indemnification of the City set forth in any other agreement that may now or hereafter exist between the City or any Owner.

4.04. General Indemnification of District and Directors. NNP III hereby agrees to indemnify the District and the individual members of the Board of Directors of the District and shall hold harmless the District and the individual members of the Board of Directors of the District from, for and against any and all claims and reasonable costs incurred, including but not limited to attorney's fees and other administrative or out of pocket costs actually and directly incurred by the District or the individual members of the Board of Directors of the District in connection with or as the result of acts of the District or the District Board which are (a) within the scope of the District or District Board's authority, or (b) undertaken by the District or District Board in a properly advertised public meeting and not objected to by the Owners or their representatives.

4.05 Notice to Future Owners. The Interested Parties hereto who subsequently sell any part of their property, agree that any potential purchaser of any real property subject to the Assessment, including each potential purchaser of a residential lot within the District, shall receive a concise disclosure document that discloses the existence, the amount and the payment terms and dates of any portion of the Assessments applicable to the real property to be purchased. Each potential purchaser shall acknowledge in writing that the purchaser received and understood the concise disclosure document and the District agrees to maintain records of the written

acknowledgments. The provisions of this shall not apply to the sale of any real property which is not subject to the Assessments.

4.06 Encumbrance of the Property. The provisions, terms and restrictions hereof shall run with and bind the real property comprising the Property as equitable servitudes and also as covenants running with the land.

4.07 Recording. This Agreement may be recorded in the office of the County Recorder of Maricopa County, Arizona.

4.08 Correction of Errors. If any error should occur in any legal description, map or diagram, pertaining to the District, Assessment District or any assessed parcel, in addition to any other lawful procedure for correction of such error, such error may be corrected by agreement in writing between the District and the affected Interested Parties.

4.09 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their future grantees, respective heirs, successors and assigns. Subsequent purchasers of a portion of the Property shall be liable for only that portion of the Assessment allocated to the portion of the Property and any liability resulting from the obligations set forth in Sections 4.03 and 4.04. There shall be no third party beneficiaries hereof, except that solely for the purposes of receiving the benefits of the provisions of Sections 4.04, 4.05 and 4.06 of this Agreement, the parties hereto agree that the City is a third party beneficiary of the terms and provisions of Sections 4.03 and 4.04 hereof. Notwithstanding the foregoing, the obligations set forth in Sections 4.03 and 4.04 shall terminate as to any purchaser of any lot that has been finally subdivided and individually purchased by an end user thereof.

4.10 Authority. The Interested Parties individually warrant, with respect to their own status only, that they have the requisite authority to bind the entity on whose behalf they are signing and, to the best of their knowledge, no other consents are required.

4.11 Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts and each executed counterpart shall for all purposes be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

4.12 Term of Agreement, Termination. This Agreement shall remain in full force and effect until all Assessments have been paid and all Assessment Bonds issued therefor have been paid or provided for. This Agreement may not be terminated by any party except by the mutual agreement of all parties hereto who still have an interest in the Property and only if any Assessment Bonds issued to finance the acquisition and construction of the Work have been paid or otherwise provided for as provided herein or by law.



IN WITNESS WHEREOF, the undersigned have duly affixed their signatures, all as of the day and year first written above.

ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT, an Arizona municipal corporation

By: [Signature]  
James M. Cavanaugh, District Chairman

ATTEST:  
[Signature]  
Dee Cockrum, City Clerk

APPROVED AS TO FORM:  
[Signature]  
Scott W. Ruby, Special District Attorney

STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 9 day of OCT, 2007, by James Cavanaugh, Chairman of the Estrella Mountain Ranch Community Facilities District, an Arizona municipal corporation.

My commission expires:

9/03/08

[Signature]  
Notary Public



**LANDOWNER:**

NNP III – ESTRELLA MOUNTAIN RANCH, LLC,  
a Delaware limited liability company

By: G. S. Bielli  
Its: VP.

Owner of the portion of the Property described on Exhibit A-1.

STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2007, by Gregory S. Bielli, the Vice President of NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company.

My commission expires:

08/31/2008

Julie Martin  
Notary Public




**JULIE MARTIN**  
Notary Public - Arizona  
Maricopa County  
Expires 08/31/08

Julie Martin

**LANDOWNER:**

EV II FUND INVESTORS – ESTRELLA, LLC,  
a Delaware limited liability company

By: Everest RFC, Inc., an Arizona corporation  
Its: Manager

By:   
Name: C. Joseph Blackburn  
Its: President

Owner of the portion of the Property described on Exhibit A-2.

STATE OF Arizona  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 30 day of August, 2007, by C. Joseph Blackburn, the President of Everest RFC, Inc., an Arizona corporation, as Manager of EV II Fund Investors – Estrella, LLC, a Delaware limited liability company.

My commission expires:

September 30, 2010

Cassidy Crowley  
Notary Public



**LANDOWNER: [OPTIONEE]**

WILLIAM RYAN HOMES ARIZONA INC.

An Arizona corporation

By: [Signature]  
Name: Kevin Davis  
Its: CFO

[Signature]  
ROBERT TOBIASON  
VICE PRESIDENT

Owner of the portion of the Property described on Exhibit A-2

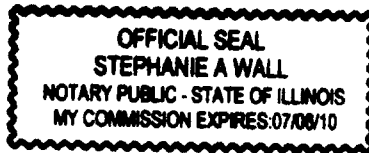
STATE OF IL  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 29 day of August, 2007, by Kevin Davis and Robert Tobiason, the CFO and the Vice President of William Ryan Homes Arizona Inc.

My commission expires:

7-6-10

[Signature]  
Notary Public

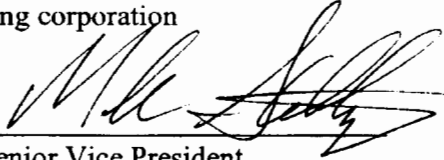


**Lienholder Consent**

The undersigned is a lienholder with an interest in property proposed to be included in the proposed District and consents to the terms and provisions of the Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona) Waiver and Development Agreement.

**LIENHOLDER:**

CALIFORNIA BANK & TRUST, a California banking corporation

By:   
Its: Senior Vice President

STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this <sup>19</sup>~~17~~th day of September, 2007, by Mark Stebbings, the Senior Vice President of California Bank & Trust, a California banking corporation.

My commission expires:

July 6, 2010

  
Notary Public



Janet Kaye Meyers

**EXHIBIT A-1**

**Legal Description of NNP III Property**

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH**  
**COMBINED LEGAL DESCRIPTION FOR PARCELS 5.1-5.5,**  
**& 5.14-5.16 - SPECIAL ASSESSMENT**

**PARCEL "A" (5.1)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°03'55" EAST, 216.66 FEET TO THE **TRUE POINT OF BEGINNING**:

THENCE CONTINUING ALONG SAID WEST LINE NORTH 0°03'55" EAST, 1064.80 FEET;  
THENCE LEAVING SAID WEST LINE NORTH 48°08'44" EAST, 21.02 FEET;  
THENCE SOUTH 89°56'05" EAST, 775.18 FEET;  
THENCE NORTH 52°02'36" EAST, 135.53 FEET;  
THENCE SOUTH 89°56'05" EAST, 423.87 FEET;  
THENCE SOUTH 52°30'46" EAST, 386.97 FEET TO THE WESTERLY SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID WESTERLY SIDELINE AS FOLLOWS:  
SOUTH 37°30'00" WEST, 71.15 FEET;  
THENCE SOUTH 69°40'55" WEST, 23.63 FEET;  
THENCE SOUTH 36°21'09" WEST, 64.01 FEET;  
THENCE SOUTH 04°33'29" WEST, 23.10 FEET TO THE BEGINNING OF A NON-TANGENT 1040.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 55°18'55" WEST; THENCE SOUTHWESTERY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°29'25", A DISTANCE OF 626.05 FEET  
THENCE SOUTH 00°11'40" WEST, 4.73 FEET;

THENCE SOUTH 32°22'06" WEST, 23.63 FEET;  
THENCE SOUTH 00°11'28" WEST, 64.00 FEET;  
THENCE SOUTH 31°58'17" EAST, 23.63 FEET TO THE WESTERLY SIDELINE OF W.  
WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE ALONG SAID WESTERLY SIDELINE SOUTH 00°11'40" WEST, 97.72 FEET;  
THENCE LEAVING SAID WESTERLY SIDELINE NORTH 75°56'11" WEST, 28.86 FEET,  
THENCE NORTH 66°07'53" WEST, 153.89 FEET;  
THENCE NORTH 72°59'16" WEST, 113.25 FEET;  
THENCE NORTH 58°44'52" WEST, 191.82 FEET;  
THENCE NORTH 85°23'54" WEST, 92.70 FEET;  
THENCE SOUTH 82°05'36" WEST, 61.76 FEET;  
THENCE SOUTH 64°48'56" WEST, 32.73 FEET;  
THENCE SOUTH 84°29'13" WEST, 83.56 FEET;  
THENCE SOUTH 78°18'06" WEST, 188.95 FEET;  
THENCE SOUTH 81°42'34" WEST, 148.02 FEET;  
THENCE SOUTH 72°10'41" WEST, 144.55 FEET;  
THENCE SOUTH 63°45'02" WEST, 70.07 FEET;  
THENCE SOUTH 57°03'44" WEST, 65.61 FEET;  
THENCE NORTH 89°37'29" WEST, 44.68 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 32.937 ACRES, MORE OR LESS

**PARCEL "B" (5.2)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1  
SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,  
ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED  
ON FINAL PLAT FOR ESTRELLA PARCEL 58 RECORDED IN BOOK 321, PAGE 31,  
RECORDS OF MARICOPA COUNTY;  
THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER  
SOUTH 89°13'08" EAST (RECORD SOUTH 89°12'34" EAST PER SAID FINAL PLAT),



1091.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID FINAL PLAT AND THE **TRUE POINT OF BEGINNING**;  
THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°13'08" EAST, 1418.28 FEET;  
THENCE LEAVING SAID NORTH LINE SOUTH 23°13'08" EAST, 385.10 FEET TO THE  
BEGINNING OF A NON-TANGENT 1035.00 FOOT RADIUS CURVE CONCAVE  
SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 23°13'08" WEST TO  
SAID POINT BEING A POINT ON THE NORTHERLY SIDELINE OF PROPOSED WESTAR  
DRIVE;  
THENCE ALONG SAID SIDELINE AS FOLLOWS:  
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
29°16'52", 528.94 FEET TO THE BEGINNING OF A 980.00 FOOT RADIUS REVERSE CURVE  
CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS  
SOUTH 52°30'00" EAST TO SAID POINT;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 1°40'39", 28.69 FEET;  
THENCE SOUTH 39°10'39" WEST, 141.51 FEET TO THE BEGINNING OF A 1020.00 FOOT  
RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 1°40'39", 29.87 FEET;  
THENCE SOUTH 37°30'00" WEST, 121.43 FEET;  
THENCE SOUTH 69°40'12" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 64.00 FEET;  
THENCE SOUTH 5°19'48" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 587.71 FEET;  
THENCE LEAVING SAID SIDELINE NORTH 52°30'00" WEST, 1256.03 FEET;  
THENCE NORTH 0°47'26" EAST, 497.71 FEET;  
THENCE NORTH 62°47'44" EAST, 509.90 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 43.491 ACRES MORE OR LESS.

**PARCEL "C" (5.3)**

THAT PORTION OF THE SOUTH HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTH HALF SOUTH 89°24'36" EAST, 1418.64 FEET TO THE EASTERLY SIDELINE OF W. WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION; THENCE LEAVING SAID SOUTH LINE ALONG SAID EASTERLY SIDELINE NORTH 00°11'40" EAST, 320.05 FEET TO THE EASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID EASTERLY SIDELINE AS FOLLOWS:

NORTH 32°22'06" EAST, 23.63 FEET;

THENCE NORTH 00°11'27" EAST, 64.00 FEET;

THENCE NORTH 31°58'17" WEST, 23.63 FEET;

THENCE NORTH 00°11'40" EAST, 3.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY SIDELINE AS FOLLOWS:

NORTH 0°11'40" EAST, 1.73 FEET TO THE BEGINNING OF A 960.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°18'20", A DISTANCE OF 625.06 FEET;

THENCE NORTH 37°30'00" EAST, 711.16 FEET;

THENCE NORTH 69°40'12" EAST, 23.63 FEET;

THENCE NORTH 37°30'00" EAST, 64.00 FEET;

THENCE NORTH 05°19'48" EAST, 23.63 FEET;

THENCE NORTH 37°30'00" EAST, 121.43 FEET TO THE BEGINNING OF A 1020.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°40'39", A DISTANCE OF 29.87 FEET;

THENCE NORTH 35°49'21" EAST, 141.51 FEET TO THE BEGINNING OF 980.00 FOOT  
RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 01°02'54"; A DISTANCE OF 17.93 FEET;  
THENCE LEAVING SAID EASTERLY SIDELINE NON-TANGENT SOUTH 52°30'46" EAST,  
190.10 FEET;  
THENCE SOUTH 89°37'22" EAST, 176.71 FEET;  
THENCE SOUTH 60°42'30" EAST, 111.92 FEET;  
THENCE SOUTH 12°53'29" WEST, 328.49 FEET;  
THENCE SOUTH 23°13'01" WEST, 202.33 FEET;  
THENCE SOUTH 36°58'46" WEST, 1021.85 FEET;  
THENCE SOUTH 73°53'12" WEST, 136.73 FEET;  
THENCE SOUTH 36°31'46" WEST, 65.89 FEET;  
THENCE NORTH 53°28'14" WEST, 92.94 FEET TO THE BEGINNING OF A 255.00 FOOT  
RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 36°20'06"; A DISTANCE OF 161.71 FEET;  
THENCE NORTH 89°48'20" WEST, 141.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22.550 ACRES, MORE OR LESS.

**PARCEL "D" (5.4)**

THAT PORTION OF THE EAST HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2  
WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED  
ON SHEET 10 OF MAP OF DEDICATION RECORDED IN BOOK 318, PAGE 38, RECORDS  
OF MARICOPA COUNTY,  
THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15  
NORTH 89°13'08" WEST (RECORD NORTH 89°12'34" WEST PER SAID MAP OF  
DEDICATION), 1092.16 FEET,

THENCE LEAVING SAID NORTH LINE NORTH 41°20'24" WEST, 230.42 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SIDELINE RETRACING SOUTH 41°20'24" EAST, 371.35 FEET;

THENCE SOUTH 22°14'49" EAST, 87.55 FEET;

THENCE SOUTH 15°03'29" WEST, 212.09 FEET;

THENCE SOUTH 60°23'35" WEST, 152.31 FEET;

THENCE NORTH 85°36'29" WEST, 94.79 FEET;

THENCE SOUTH 64°40'35" WEST, 51.16 FEET;

THENCE SOUTH 22°23'10" WEST, 32.78 FEET;

THENCE SOUTH 67°11'54" WEST, 164.91 FEET;

THENCE NORTH 52°08'22" WEST, 121.86 FEET;

THENCE NORTH 79°15'15" WEST, 151.18 FEET;

THENCE SOUTH 88°42'03" WEST, 43.09 FEET;

THENCE SOUTH 60°23'27" WEST, 55.85 FEET;

THENCE SOUTH 38°07'03" WEST, 132.34 FEET;

THENCE NORTH 42°21'38" WEST, 140.29 FEET;

THENCE SOUTH 79°49'00" WEST, 232.35 FEET;

THENCE NORTH 33°57'06" WEST, 109.71 FEET;

THENCE NORTH 2°27'16" EAST, 134.78 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID SIDELINE THE FOLLOWING:

SOUTH 87°32'44" EAST, 112.52 FEET TO THE BEGINNING OF A 1040.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°20'07", 242.05 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 70°26'15" EAST, 23.10 FEET;

THENCE NORTH 76°36'02" EAST, 64.00 FEET;

THENCE NORTH 43°38'43" EAST, 23.09 FEET TO THE BEGINNING OF A NON-TANGENT 1040.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 16°13'46" EAST TO SAID POINT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°39'33", 229.78 FEET;

THENCE NORTH 61°06'41" EAST, 101.84 FEET TO THE BEGINNING OF A 540.00 FOOT RADIUS CURVE. CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°56'56", 395.36 FEET;  
THENCE NORTH 19°09'45" EAST, 23.37 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.808 ACRES MORE OR LESS.

**PARCEL "E" (5.5)**

THAT PORTION OF THE SOUTH HALF OF SECTION 15 AND THE NORTH HALF OF SECTION 22 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY,  
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTH HALF SOUTH 89°24'36" EAST, 1418.64 FEET TO THE EASTERLY SIDELINE OF W. WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE LEAVING SAID SOUTH LINE ALONG SAID EASTERLY SIDELINE NORTH 00°11'40" EAST, 317.06 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY SIDELINE NORTH 0°11'40" EAST, 2.99 FEET TO THE EASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID EASTERLY SIDELINE AS FOLLOWS:  
NORTH 32°22'06" EAST, 23.63 FEET;  
THENCE NORTH 00°11'27" EAST, 64.00 FEET;  
THENCE NORTH 31°58'17" WEST, 23.63 FEET;  
THENCE NORTH 00°11'40" EAST, 3.01 FEET;  
THENCE LEAVING SAID EASTERLY SIDELINE SOUTH 89°48'20" EAST, 141.07 FEET TO THE BEGINNING OF A 255.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'06", A DISTANCE OF 161.71 FEET;

THENCE SOUTH 53°28'14" EAST, 121.54 FEET TO THE BEGINNING OF A 145.00 FOOT  
RADIUS CURVE CONCAVE NORTHEASTERLY,  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 26°23'08", A DISTANCE OF 66.77 FEET;  
THENCE SOUTH 79°51'22" EAST, 221.98 FEET;  
THENCE NORTH 53°04'09" EAST, 720.37 FEET;  
THENCE NORTH 27°40'24" EAST, 700.84 FEET;  
THENCE NORTH 19°13'16" EAST, 641.04 FEET;  
THENCE SOUTH 74°38'57" EAST, 414.95 FEET,  
THENCE SOUTH 89°30'57" EAST, 125.40 FEET;  
THENCE NORTH 87°49'34" EAST, 547.78 FEET;  
THENCE NORTH 85°23'33" EAST, 336.79 FEET;  
THENCE SOUTH 52°53'57" EAST, 243.01 FEET;  
THENCE SOUTH 40°04'04" WEST, 350.51 FEET;  
THENCE SOUTH 24°11'40" WEST, 280.17 FEET;  
THENCE SOUTH 01°05'30" WEST, 82.48 FEET;  
THENCE SOUTH 17°02'00" WEST, 34.30 FEET;  
THENCE SOUTH 01°51'59" EAST, 285.44 FEET;  
THENCE SOUTH 33°20'30" WEST, 343.64 FEET;  
THENCE SOUTH 85°37'22" WEST, 591.91 FEET;  
THENCE SOUTH 67°13'13" WEST, 688.07 FEET;  
THENCE SOUTH 37°40'25" WEST, 204.20 FEET;  
THENCE SOUTH 01°40'37" WEST, 145.07 FEET;  
THENCE SOUTH 84°55'27" WEST, 126.55 FEET,  
THENCE NORTH 76°17'49" WEST, 94.16 FEET;  
THENCE NORTH 62°23'37" WEST, 54.56 FEET;  
THENCE NORTH 72°52'19" WEST, 58.26 FEET;  
THENCE NORTH 78°43'43" WEST, 235.85 FEET;  
THENCE SOUTH 85°23'45" WEST, 55.59 FEET;  
THENCE SOUTH 61°37'27" WEST, 51.95 FEET;  
THENCE NORTH 36°31'02" WEST, 205.93 FEET;  
THENCE NORTH 62°53'27" WEST, 78.51 FEET;  
THENCE NORTH 79°51'22" WEST, 224.53 FEET TO THE BEGINNING OF A 255.00 FOOT  
RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°23'08", A DISTANCE OF 117.43 FEET;  
THENCE NORTH 53°28'14" WEST, 121.54 FEET TO THE BEGINNING OF A 145.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'06", A DISTANCE OF 91.95 FEET;  
THENCE NORTH 89°48'20" WEST, 141.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 65 703 ACRES, MORE OR LESS.

**PARCEL H (5.14-5.16)**

THAT PORTION OF THE SOUTH HALF SECTION 22 AND THE NORTH HALF OF SECTION 27, IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID SECTION 22 AS DEPICTED ON FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 100A RECORDED IN BOOK 725, PAGE 9, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;  
THENCE ALONG THE WEST LINE OF SAID SECTION 22 NORTH 00°14'33" EAST, 1272.57 FEET (RECORD NORTH 00°14'20" EAST PER SAID FINAL PLAT) TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL NO. 10 (PROPOSED PARCEL "G") AS DESCRIBED IN THAT SPECIAL WARRANTY DEED TO NNP III-ESTRELLA MOUNTAIN RANCH, LLC, RECORDED ON MAY 16, 2005 AS DOCUMENT NO. 2005-0643150 OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;

THENCE LEAVING SAID WEST LINE OF SECTION 22 ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL NO. 10 AS FOLLOWS:  
NORTH 90°00'00" EAST, 395.19 FEET;  
THENCE SOUTH 87°44'48" EAST, 923.08 FEET;  
THENCE SOUTH 60°36'20" EAST, 354.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ESTRELLA MOUNTAIN RANCH PARCEL 100B ACCORDING FINAL PLAT RECORDED IN BOOK 725, PAGE 1, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 ALONG SAID SOUTHERLY BOUNDARY OF PARCEL 100B AS FOLLOWS:  
SOUTH 47°36'19" EAST, 199.69 FEET;  
THENCE SOUTH 86°39'55" EAST, 50.00 FEET;  
THENCE NORTH 89°38'18" EAST, 350.59 FEET;  
THENCE NORTH 90°00'00" EAST, 195.80 FEET;  
THENCE NORTH 42°44'40" EAST, 100.49 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF PARCEL NO. 10;

THENCE LEAVING SAID SOUTHERLY BOUNDARY OF PARCEL 100B ALONG SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 NORTH 79°56'21" EAST, 121.06 FEET;

THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 40°31'14" EAST, 140.03 FEET;  
THENCE NORTH 10°23'59" WEST, 122.91 FEET;  
THENCE NORTH 24°27'07" EAST, 88.34 FEET;



THENCE NORTH 30°13'55" WEST, 22.00 FEET;  
THENCE NORTH 20°12'05" EAST, 33.10 FEET TO A POINT ON THE SOUTHERLY SIDELINE  
OF W. WESTAR DRIVE ACCORDING MAP OF DEDICATION FOR ESTRELLA MOUNTAIN  
RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23 OF OFFICIAL  
RECORDS OF SAID MARICOPA COUNTY, SAID POINT BEING ON A NON-TANGENT  
830.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE OF SAID CURVE  
BEARS SOUTH 20°12'05" WEST TO SAID POINT;  
THENCE ALONG SAID SIDELINE EASTERLY ALONG THE ARC OF SAID CURVE  
THROUGH A CENTRAL ANGLE OF 39°44'24", 575.68 FEET;

THENCE LEAVING SAID SOUTHERLY SIDELINE SOUTH 37°14'59" WEST, 342.29 FEET TO  
A POINT ON SAID NORTHERLY BOUNDARY OF PARCEL NO. 10;

THENCE ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS:

NORTH 79°56'21" EAST, 315.79 FEET;

THENCE NORTH 73°15'52" EAST, 343.75 FEET TO THE WESTERLY SIDELINE OF THAT  
CERTAIN 50.00 FOOT RIGHT-OF-WAY GRANTED TO THE EL PASO NATURAL GAS  
COMPANY PER DOCUMENT NO. 2001-0753945 OF OFFICIAL RECORDS OF SAID  
MARICOPA COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 ALONG SAID  
WESTERLY SIDELINE AS FOLLOWS:

SOUTH 30°46'05" WEST, 1461.58 FEET;

THENCE SOUTH 30°48'44" WEST, 1902.06 FEET;

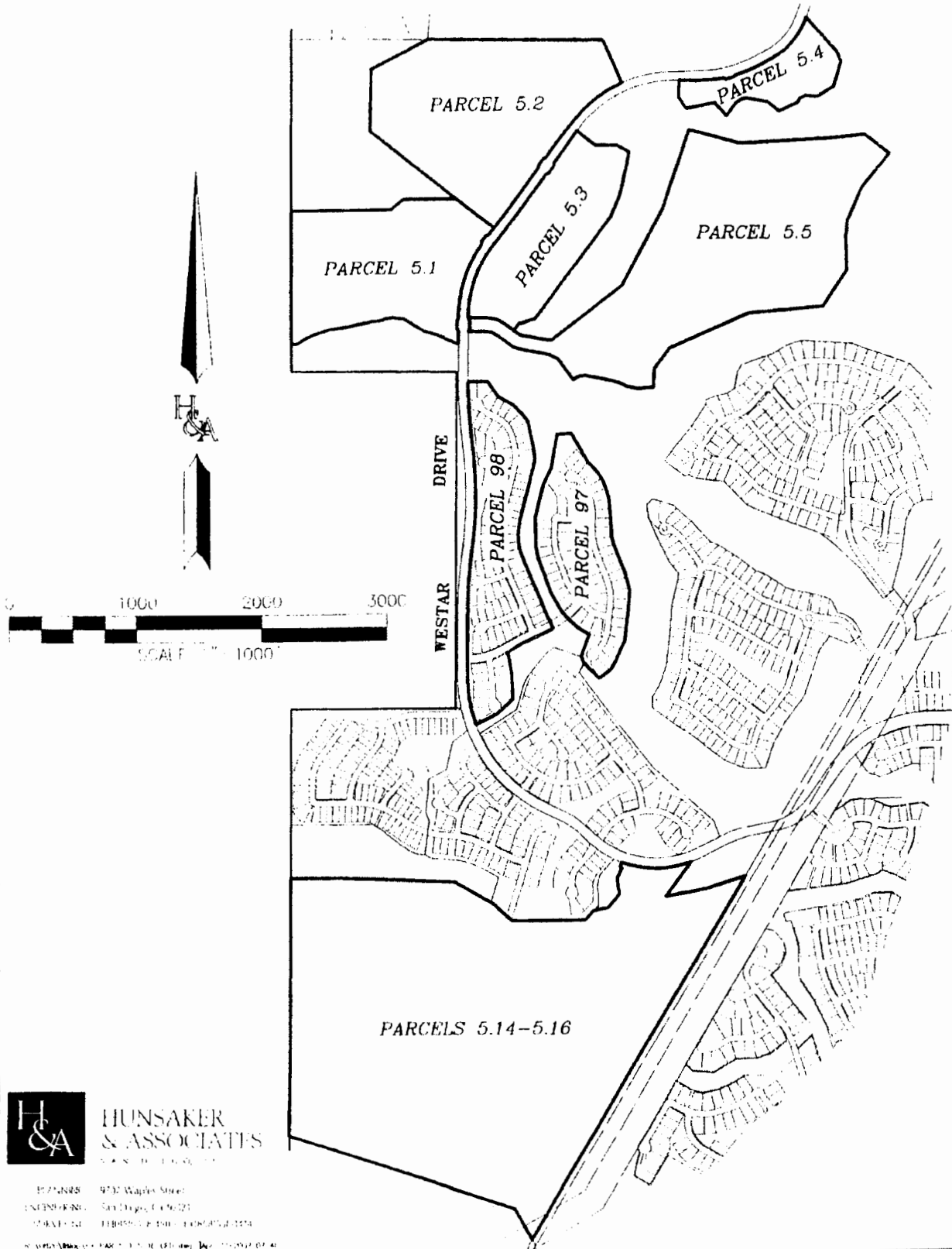
THENCE LEAVING SAID WESTERLY SIDELINE NORTH 29°31'22" WEST, 281.08 FEET;

THENCE NORTH 71°42'21" WEST, 1908.62 FEET TO A POINT ON THE WEST LINE OF  
SAID NORTH HALF OF SECTION 27;

THENCE ALONG SAID WEST LINE NORTH 00°28'33" EAST, 787.78 FEET TO THE  
**POINT OF BEGINNING.**

CONTAINING 155.509 ACRES, MORE OR LESS

EXHIBIT " "



HUNSAKER  
& ASSOCIATES  
LAND SURVEYORS

PLANNED 970 Maple Street  
ENGINEER San Diego, CA 92101  
DRAWN BY TERRANCE L. HUNSAKER  
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**EXHIBIT A-2**

**Legal Description of Property**

EXHIBIT "A-2"

Lots 1 through 60, inclusive, according to plat entitled "Final Plat of Estrella Mountain Ranch Parcel 97", recorded September 27, 2006, at Book 869 of Maps, Page 21, in the Office of the Recorder of Maricopa County, Arizona.

Lots 1 through 75, inclusive, according to plat entitled "Final Plat of Estrella Mountain Ranch Parcel 98", recorded September 27, 2006, at Book 869 of Maps, Page 20, in the Office of the Recorder of Maricopa County, Arizona.

EXHIBIT B

(Legal Description of Expected Assessment District)

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH**  
**COMBINED LEGAL DESCRIPTION FOR PARCELS 5.1-5.5,**  
**5.11(97), 5.12(98) & 5.14-5.16 - SPECIAL ASSESSMENT**

**PARCEL "A" (5.1)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER NORTH 00°03'55" EAST, 216.66 FEET TO THE **TRUE POINT OF BEGINNING**

THENCE CONTINUING ALONG SAID WEST LINE NORTH 0°03'55" EAST, 1064.80 FEET; THENCE LEAVING SAID WEST LINE NORTH 48°08'44" EAST, 21.02 FEET; THENCE SOUTH 89°56'05" EAST, 775.18 FEET; THENCE NORTH 52°02'36" EAST, 135.53 FEET; THENCE SOUTH 89°56'05" EAST, 423.87 FEET; THENCE SOUTH 52°30'46" EAST, 386.97 FEET TO THE WESTERLY SIDELINE OF PROPOSED WESTAR DRIVE; THENCE ALONG SAID WESTERLY SIDELINE AS FOLLOWS: SOUTH 37°30'00" WEST, 71.15 FEET; THENCE SOUTH 69°40'55" WEST, 23.63 FEET; THENCE SOUTH 36°21'09" WEST, 64.01 FEET; THENCE SOUTH 04°33'29" WEST, 23.10 FEET TO THE BEGINNING OF A NON-TANGENT 1040.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 55°18'55" WEST, THENCE SOUTHWESTERY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°29'25", A DISTANCE OF 626.05 FEET; THENCE SOUTH 00°11'40" WEST, 4.73 FEET;

THENCE SOUTH 32°22'06" WEST, 23.63 FEET;  
THENCE SOUTH 00°11'28" WEST, 64.00 FEET;  
THENCE SOUTH 31°58'17" EAST, 23.63 FEET TO THE WESTERLY SIDELINE OF W.  
WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE ALONG SAID WESTERLY SIDELINE SOUTH 00°11'40" WEST, 97.72 FEET;  
THENCE LEAVING SAID WESTERLY SIDELINE NORTH 75°56'11" WEST, 28.86 FEET,  
THENCE NORTH 66°07'53" WEST, 153.89 FEET;  
THENCE NORTH 72°59'16" WEST, 113.25 FEET;  
THENCE NORTH 58°44'52" WEST, 191.82 FEET;  
THENCE NORTH 85°23'54" WEST, 92.70 FEET,  
THENCE SOUTH 82°05'36" WEST, 61.76 FEET;  
THENCE SOUTH 64°48'56" WEST, 32.73 FEET;  
THENCE SOUTH 84°29'13" WEST, 83.56 FEET;  
THENCE SOUTH 78°18'06" WEST, 188.95 FEET;  
THENCE SOUTH 81°42'34" WEST, 148.02 FEET;  
THENCE SOUTH 72°10'41" WEST, 144.55 FEET;  
THENCE SOUTH 63°45'02" WEST, 70.07 FEET;  
THENCE SOUTH 57°03'44" WEST, 65.61 FEET;  
THENCE NORTH 89°37'29" WEST, 44.68 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 32.937 ACRES, MORE OR LESS.

**PARCEL "B" (5.2)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1  
SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY,  
ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED  
ON FINAL PLAT FOR ESTRELLA PARCEL 58 RECORDED IN BOOK 321, PAGE 31,  
RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER  
SOUTH 89°13'08" EAST (RECORD SOUTH 89°12'34" EAST PER SAID FINAL PLAT),

1091.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID FINAL PLAT AND THE  
**TRUE POINT OF BEGINNING**;  
THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°13'08" EAST, 1418.28 FEET;  
THENCE LEAVING SAID NORTH LINE SOUTH 23°13'08" EAST, 385.10 FEET TO THE  
BEGINNING OF A NON-TANGENT 1035.00 FOOT RADIUS CURVE CONCAVE  
SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 23°13'08" WEST TO  
SAID POINT BEING A POINT ON THE NORTHERLY SIDELINE OF PROPOSED WESTAR  
DRIVE;  
THENCE ALONG SAID SIDELINE AS FOLLOWS:  
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  
29°16'52", 528.94 FEET TO THE BEGINNING OF A 980.00 FOOT RADIUS REVERSE CURVE  
CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS  
SOUTH 52°30'00" EAST TO SAID POINT;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 1°40'39", 28.69 FEET;  
THENCE SOUTH 39°10'39" WEST, 141.51 FEET TO THE BEGINNING OF A 1020.00 FOOT  
RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 1°40'39", 29.87 FEET;  
THENCE SOUTH 37°30'00" WEST, 121.43 FEET;  
THENCE SOUTH 69°40'12" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 64.00 FEET;  
THENCE SOUTH 5°19'48" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 587.71 FEET;  
THENCE LEAVING SAID SIDELINE NORTH 52°30'00" WEST, 1256.03 FEET;  
THENCE NORTH 0°47'26" EAST, 497.71 FEET;  
THENCE NORTH 62°47'44" EAST, 509.90 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 43.491 ACRES MORE OR LESS.



**PARCEL "C" (5.3)**

THAT PORTION OF THE SOUTH HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTH HALF SOUTH 89°24'36" EAST, 1418.64 FEET TO THE EASTERLY SIDELINE OF WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE LEAVING SAID SOUTH LINE ALONG SAID EASTERLY SIDELINE NORTH 00°11'40" EAST, 320.05 FEET TO THE EASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID EASTERLY SIDELINE AS FOLLOWS:  
NORTH 32°22'06" EAST, 23.63 FEET,  
THENCE NORTH 00°11'27" EAST, 64.00 FEET;  
THENCE NORTH 31°58'17" WEST, 23.63 FEET;  
THENCE NORTH 00°11'40" EAST, 3.01 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY SIDELINE AS FOLLOWS:  
NORTH 0°11'40" EAST, 1.73 FEET TO THE BEGINNING OF A 960.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°18'20", A DISTANCE OF 625.06 FEET;  
THENCE NORTH 37°30'00" EAST, 711.16 FEET;  
THENCE NORTH 69°40'12" EAST, 23.63 FEET;  
THENCE NORTH 37°30'00" EAST, 64.00 FEET;  
THENCE NORTH 05°19'48" EAST, 23.63 FEET;  
THENCE NORTH 37°30'00" EAST, 121.43 FEET TO THE BEGINNING OF A 1020.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°40'39", A DISTANCE OF 29.87 FEET;

THENCE NORTH 35°49'21" EAST, 141.51 FEET TO THE BEGINNING OF 980.00 FOOT  
RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 01°02'54"; A DISTANCE OF 17.93 FEET;  
THENCE LEAVING SAID EASTERLY SIDELINE NON-TANGENT SOUTH 52°30'46" EAST,  
190.10 FEET;  
THENCE SOUTH 89°37'22" EAST, 176.71 FEET;  
THENCE SOUTH 60°42'30" EAST, 111.92 FEET;  
THENCE SOUTH 12°53'29" WEST, 328.49 FEET;  
THENCE SOUTH 23°13'01" WEST, 202.33 FEET;  
THENCE SOUTH 36°58'46" WEST, 1021.85 FEET;  
THENCE SOUTH 73°53'12" WEST, 136.73 FEET;  
THENCE SOUTH 36°31'46" WEST, 65.89 FEET;  
THENCE NORTH 53°28'14" WEST, 92.94 FEET TO THE BEGINNING OF A 255.00 FOOT  
RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 36°20'06", A DISTANCE OF 161.71 FEET;  
THENCE NORTH 89°48'20" WEST, 141.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 22.550 ACRES, MORE OR LESS.

**PARCEL "D" (5.4)**

THAT PORTION OF THE EAST HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2  
WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED  
ON SHEET 10 OF MAP OF DEDICATION RECORDED IN BOOK 318, PAGE 38, RECORDS  
OF MARICOPA COUNTY.

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15  
NORTH 89°13'08" WEST (RECORD NORTH 89°12'34" WEST PER SAID MAP OF  
DEDICATION). 1092.16 FEET,

THENCE LEAVING SAID NORTH LINE NORTH 41°20'24" WEST, 230.42 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE AND THE **TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID SIDELINE RETRACING SOUTH 41°20'24" EAST, 371.35 FEET;

THENCE SOUTH 22°14'49" EAST, 87.55 FEET;

THENCE SOUTH 15°03'29" WEST, 212.09 FEET;

THENCE SOUTH 60°23'35" WEST, 152.31 FEET;

THENCE NORTH 85°36'29" WEST, 94.79 FEET;

THENCE SOUTH 64°40'35" WEST, 51.16 FEET;

THENCE SOUTH 22°23'10" WEST, 32.78 FEET;

THENCE SOUTH 67°11'54" WEST, 164.91 FEET;

THENCE NORTH 52°08'22" WEST, 121.86 FEET;

THENCE NORTH 79°15'15" WEST, 151.18 FEET;

THENCE SOUTH 88°42'03" WEST, 43.09 FEET;

THENCE SOUTH 60°23'27" WEST, 55.85 FEET;

THENCE SOUTH 38°07'03" WEST, 132.34 FEET;

THENCE NORTH 42°21'38" WEST, 140.29 FEET;

THENCE SOUTH 79°49'00" WEST, 232.35 FEET;

THENCE NORTH 33°57'06" WEST, 109.71 FEET;

THENCE NORTH 2°27'16" EAST, 134.78 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID SIDELINE THE FOLLOWING:

SOUTH 87°32'44" EAST, 112.52 FEET TO THE BEGINNING OF A 1040.00 FOOT RADIUS CURVE CONCAVE NORTHERLY;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°20'07", 242.05 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 70°26'15" EAST, 23.10 FEET;

THENCE NORTH 76°36'02" EAST, 64.00 FEET;

THENCE NORTH 43°38'43" EAST, 23.09 FEET TO THE BEGINNING OF A NON-TANGENT 1040.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 16°13'46" EAST TO SAID POINT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°39'33", 229.78 FEET;

THENCE NORTH 61°06'41" EAST, 101.84 FEET TO THE BEGINNING OF A 540.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°56'56", 395.36 FEET;  
THENCE NORTH 19°09'45" EAST, 23.37 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.808 ACRES MORE OR LESS.

**PARCEL "E" (5.5)**

THAT PORTION OF THE SOUTH HALF OF SECTION 15 AND THE NORTH HALF OF SECTION 22 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 3 OF MAP OF DEDICATION FOR ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23, RECORDS OF MARICOPA COUNTY;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTH HALF SOUTH 89°24'36" EAST, 1418.64 FEET TO THE EASTERLY SIDELINE OF W. WESTAR DRIVE ACCORDING TO SAID MAP OF DEDICATION;  
THENCE LEAVING SAID SOUTH LINE ALONG SAID EASTERLY SIDELINE NORTH 00°11'40" EAST, 317.06 FEET TO THE **TRUE POINT OF BEGINNING**,

THENCE CONTINUING ALONG SAID EASTERLY SIDELINE NORTH 0°11'40" EAST, 2.99 FEET TO THE EASTERLY SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID EASTERLY SIDELINE AS FOLLOWS:  
NORTH 32°22'06" EAST, 23.63 FEET;  
THENCE NORTH 00°11'27" EAST, 64.00 FEET;  
THENCE NORTH 31°58'17" WEST, 23.63 FEET;  
THENCE NORTH 00°11'40" EAST, 3.01 FEET;  
THENCE LEAVING SAID EASTERLY SIDELINE SOUTH 89°48'20" EAST, 141.07 FEET TO THE BEGINNING OF A 255.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'06", A DISTANCE OF 161.71 FEET;

THENCE SOUTH 53°28'14" EAST, 121.54 FEET TO THE BEGINNING OF A 145.00 FOOT  
RADIUS CURVE CONCAVE NORTHEASTERLY;  
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 26°23'08", A DISTANCE OF 66.77 FEET;  
THENCE SOUTH 79°51'22" EAST, 221.98 FEET;  
THENCE NORTH 53°04'09" EAST, 720.37 FEET;  
THENCE NORTH 27°40'24" EAST, 700.84 FEET;  
THENCE NORTH 19°13'16" EAST, 641.04 FEET;  
THENCE SOUTH 74°38'57" EAST, 414.95 FEET;  
THENCE SOUTH 89°30'57" EAST, 125.40 FEET;  
THENCE NORTH 87°49'34" EAST, 547.78 FEET;  
THENCE NORTH 85°23'33" EAST, 336.79 FEET;  
THENCE SOUTH 52°53'57" EAST, 243.01 FEET;  
THENCE SOUTH 40°04'04" WEST, 350.51 FEET;  
THENCE SOUTH 24°11'40" WEST, 280.17 FEET;  
THENCE SOUTH 01°05'30" WEST, 82.48 FEET;  
THENCE SOUTH 17°02'00" WEST, 34.30 FEET;  
THENCE SOUTH 01°51'59" EAST, 285.44 FEET;  
THENCE SOUTH 33°20'30" WEST, 343.64 FEET;  
THENCE SOUTH 85°37'22" WEST, 591.91 FEET;  
THENCE SOUTH 67°13'13" WEST, 688.07 FEET;  
THENCE SOUTH 37°40'25" WEST, 204.20 FEET;  
THENCE SOUTH 01°40'37" WEST, 145.07 FEET;  
THENCE SOUTH 84°55'27" WEST, 126.55 FEET;  
THENCE NORTH 76°17'49" WEST, 94.16 FEET;  
THENCE NORTH 62°23'37" WEST, 54.56 FEET;  
THENCE NORTH 72°52'19" WEST, 58.26 FEET;  
THENCE NORTH 78°43'43" WEST, 235.85 FEET;  
THENCE SOUTH 85°23'45" WEST, 55.59 FEET;  
THENCE SOUTH 61°37'27" WEST, 51.95 FEET;  
THENCE NORTH 36°31'02" WEST, 205.93 FEET;  
THENCE NORTH 62°53'27" WEST, 78.51 FEET;  
THENCE NORTH 79°51'22" WEST, 224.53 FEET TO THE BEGINNING OF A 255.00 FOOT  
RADIUS CURVE CONCAVE NORTHEASTERLY.

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°23'08", A DISTANCE OF 117.43 FEET;  
THENCE NORTH 53°28'14" WEST, 121.54 FEET TO THE BEGINNING OF A 145.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°20'06", A DISTANCE OF 91.95 FEET;  
THENCE NORTH 89°48'20" WEST, 141.07 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 65.703 ACRES, MORE OR LESS.

**PARCEL F (5.11)**

ALL OF THAT LAND LYING WITHIN THE BOUNDARY OF THE FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 97 RECORDED IN BOOK 869, PAGE 21, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY, ALL IN THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

CONTAINING 20.398 ACRES, MORE OR LESS.

**PARCEL G (5.12)**

ALL OF THAT LAND LYING WITHIN THE BOUNDARY OF THE FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 98 RECORDED IN BOOK 869, PAGE 20, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY, ALL IN THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

CONTAINING 25.533 ACRES, MORE OR LESS.

**PARCEL H (5.14-5.16)**

THAT PORTION OF THE SOUTH HALF SECTION 22 AND THE NORTH HALF OF SECTION 27, IN TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID SECTION 22 AS DEPICTED ON FINAL PLAT FOR ESTRELLA MOUNTAIN RANCH PARCEL 100A RECORDED IN BOOK 725, PAGE 9, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;  
THENCE ALONG THE WEST LINE OF SAID SECTION 22 NORTH 00°14'33" EAST, 1272.57 FEET (RECORD NORTH 00°14'20" EAST PER SAID FINAL PLAT) TO AN ANGLE POINT IN THE BOUNDARY OF PARCEL NO. 10 (PROPOSED PARCEL "G") AS DESCRIBED IN THAT SPECIAL WARRANTY DEED TO NNP III-ESTRELLA MOUNTAIN RANCH, LLC, RECORDED ON MAY 16, 2005 AS DOCUMENT NO. 2005-0643150 OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;

THENCE LEAVING SAID WEST LINE OF SECTION 22 ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL NO. 10 AS FOLLOWS:  
NORTH 90°00'00" EAST, 395.19 FEET;  
THENCE SOUTH 87°44'48" EAST, 923.08 FEET;  
THENCE SOUTH 60°36'20" EAST, 354.78 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF ESTRELLA MOUNTAIN RANCH PARCEL 100B ACCORDING FINAL PLAT RECORDED IN BOOK 725, PAGE 1, OF OFFICIAL RECORDS OF SAID MARICOPA COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 ALONG SAID SOUTHERLY BOUNDARY OF PARCEL 100B AS FOLLOWS:  
SOUTH 47°36'19" EAST, 199.69 FEET;  
THENCE SOUTH 86°39'55" EAST, 50.00 FEET;  
THENCE NORTH 89°38'18" EAST, 350.59 FEET;  
THENCE NORTH 90°00'00" EAST, 195.80 FEET;  
THENCE NORTH 42°44'40" EAST, 100.49 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF PARCEL NO. 10;

THENCE LEAVING SAID SOUTHERLY BOUNDARY OF PARCEL 100B ALONG SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 NORTH 79°56'21" EAST, 121.06 FEET;

THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 40°31'14" EAST, 140.03 FEET;  
THENCE NORTH 10°23'59" WEST, 122.91 FEET;  
THENCE NORTH 24°27'07" EAST, 88.34 FEET;

THENCE NORTH 30°13'55" WEST, 22.00 FEET;  
THENCE NORTH 20°12'05" EAST, 33.10 FEET TO A POINT ON THE SOUTHERLY SIDELINE  
OF W. WESTAR DRIVE ACCORDING MAP OF DEDICATION FOR ESTRELLA MOUNTAIN  
RANCH WESTAR DRIVE PHASE 2 RECORDED IN BOOK 669, PAGE 23 OF OFFICIAL  
RECORDS OF SAID MARICOPA COUNTY, SAID POINT BEING ON A NON-TANGENT  
830.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL LINE OF SAID CURVE  
BEARS SOUTH 20°12'05" WEST TO SAID POINT;  
THENCE ALONG SAID SIDELINE EASTERLY ALONG THE ARC OF SAID CURVE  
THROUGH A CENTRAL ANGLE OF 39°44'24", 575.68 FEET;

THENCE LEAVING SAID SOUTHERLY SIDELINE SOUTH 37°14'59" WEST, 342.29 FEET TO  
A POINT ON SAID NORTHERLY BOUNDARY OF PARCEL NO. 10;

THENCE ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS:

NORTH 79°56'21" EAST, 315.79 FEET;

THENCE NORTH 73°15'52" EAST, 343.75 FEET TO THE WESTERLY SIDELINE OF THAT  
CERTAIN 50.00 FOOT RIGHT-OF WAY GRANTED TO THE EL PASO NATURAL GAS  
COMPANY PER DOCUMENT NO. 2001-0753945 OF OFFICIAL RECORDS OF SAID  
MARICOPA COUNTY;

THENCE LEAVING SAID NORTHERLY BOUNDARY OF PARCEL NO. 10 ALONG SAID  
WESTERLY SIDELINE AS FOLLOWS:

SOUTH 30°46'05" WEST, 1461.58 FEET;

THENCE SOUTH 30°48'44" WEST, 1902.06 FEET;

THENCE LEAVING SAID WESTERLY SIDELINE NORTH 29°31'22" WEST, 281.08 FEET;

THENCE NORTH 71°42'21" WEST, 1908.62 FEET TO A POINT ON THE WEST LINE OF  
SAID NORTH HALF OF SECTION 27;

THENCE ALONG SAID WEST LINE NORTH 00°28'33" EAST, 787.78 FEET TO THE  
**POINT OF BEGINNING.**

CONTAINING 155.509 ACRES, MORE OR LESS.



## EXHIBIT C

### (Public Infrastructure)

1. Westar Drive Phase II, as described in the Feasibility Report dated June 14, 2007;
2. Westar Drive Phase III, as described in the Feasibility Report dated June 14, 2007; and
3. Westar Drive Phase IV, as described in the Feasibility Report dated June 14, 2007.

When recorded return to:

James T. Giel, Esq.  
Gust Rosenfeld P.L.C.  
201 E. Washington Street, Suite 800  
Phoenix, Arizona 85004-2327

## **COMMUNITY FACILITIES DISTRICT ASSESSMENT COLLECTION AGREEMENT**

This Community Facilities District Assessment Collection Agreement is by and between the Treasurer of Maricopa County (the "*Treasurer*") and the Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona) (the "*District*").

### **RECITALS**

The District is a community facilities district formed pursuant to A.R.S. Title 48, Chapter 4, Article 6 by the City of Goodyear, Arizona. The Treasurer is the Treasurer of the county within which the District is located.

Pursuant to A.R.S. § 48-721, the District and the Treasurer may enter into an agreement for the collection by the Treasurer of special assessments levied within the District. Now therefore, the District and the Treasurer agree as follows:

1. **Definitions.** The following terms indicated by initial capitals will have the following meanings when used herein:

"*Annual Assessment Amount*" means for any Assessment Parcel the total amount, including principal, interest and fees, to the even penny, to be collected during the Assessment Year on the Assessment with respect to such Assessment Parcel as determined by the District.

"*Assessment*" means with respect to any one or more Assessment Parcels, the amount levied by the District as a special assessment against such parcels to secure the payment of Bonds.

"*Assessment Parcels*" means those lots, parcels and pieces of land identified by an Assessor's Parcel Number and by a District Assessment Number which are subject to unpaid Assessments within the District.

"*Assessment Year*" means the 12-month period beginning July 1 of one calendar year and ending June 30 of the following calendar year.

"*Assessor's Parcel Number*" means that number assigned by the Maricopa County Assessor to identify any particular parcel of property for property tax purposes on the tax roll.

"*Bonds*" means any one or more series of community facilities district assessment bonds issued by the District to fund improvements for the District and secured by Assessments.

"*District Assessment Number*" means that assessment number given to an Assessment Parcel by the District for the purpose of levying the Assessment.

2. **List of Assessment Parcels.** On or before August 1 of each Assessment Year, the District will deliver to the Treasurer a list of the Assessment Parcels for which the District desires the Treasurer to collect the Annual Assessment Amounts for that Assessment Year, identifying each Assessment Parcel by its Assessor's Parcel Number, its District Assessment Number and its legal description, and specifying the Annual Assessment Amount due in that Assessment Year for each Assessment Parcel. Unless otherwise acceptable to the parties, the information shall be in a digital form as a comma-delimited text file where each record/line in the file consists of the following items, separated by a comma:

- District Assessment Number (up to 25 characters);
- Assessor's Parcel Number (no dashes); and
- Annual Assessment Amount (including decimal point, but no commas).

3. **Collection with Tax Bills.** The Treasurer shall include in the regular tax bills for the collection of general property taxes during the Assessment Year, the amount provided by the District for each Assessment Parcel, one-half of the amount due October 1 of the Assessment Year and delinquent as of November 1 of the Assessment Year and one-half of the amount due March 1 of the Assessment Year and delinquent as of May 1 of the Assessment Year.

The Treasurer will take all action to bill for and collect such amounts in the same manner as, and together with, all general property taxes in the County.

4. **Payments of Amount Collected.** The Treasurer shall pay to the District by electronic transfer, in immediately available funds, in the same manner as other general property tax revenues, monthly on the 15th day of each calendar month, all amounts due to the District as a result of the levy of the Assessments during the prior calendar month.

5. **Monthly Reports.** On or before the 15th day of each January and July during the term of this Agreement, the Treasurer shall deliver to the District in a format acceptable to the parties, a list of the Assessments collected, identifying them by Assessor's Parcel Number and District Assessment Number. Periodically, and at the request of the District, the Treasurer may provide a more detailed report.

6. **District Receipt of Payments.** If a tax bill has been issued by the Treasurer, the District shall not collect the amount reflected as due on that bill, but shall direct the taxpayer to pay that portion of the Assessment through payment of the tax bill. The District may accept the balance of the Assessment, subject to paragraph 7 below.

7. **Collection by District.** The District may exercise any of its rights and powers with respect to collection of the balance of any delinquent Assessments and if such enforcement results in the collection of amounts due, after applying any amounts first to the costs of collection, penalties and interest, the District shall apply the amount collected against the balance of the assessment and not the portion which the Treasurer has included on a tax bill.

8. **Collection by Treasurer.** The Treasurer will follow its procedures for collecting any delinquent amounts of the Assessments in the same manner as general property taxes and will include any amounts so collected in the monthly transfers to the District and identify the Assessment Parcels to which they apply. The Treasurer will notify the District in advance of any sale of delinquent taxes which include an Assessment and immediately upon any sale of delinquent taxes which include an Assessment. The Treasurer shall not include in any sale of delinquent taxes any Annual Assessment Amount which has been paid, whether to the Treasurer or the District.

9. **Treasurer's Fee.** The Treasurer may charge the District a fee for expenses directly related to programming for, billing and collecting the Annual Assessment Amount by the Treasurer. The fee shall be billed separately to the District prior to the inclusion of the Assessment Amount on the tax bills and shall not exceed \$6.00 per parcel for each year the Assessment Amount is included on a parcel's tax bill. The District shall remit this fee to the Treasurer prior to the inclusion of the Assessment Amount on the tax bills. Any compensation received by the Treasurer from the fee shall be governed by A.R.S. § 11-496, as amended, and shall not be applied against or reduce the Annual Assessment Amount due.

10. **Term.** The term of this Agreement shall be for the term of any Bonds issued and outstanding, unless extended or terminated early as provided herein. This Agreement may be terminated by either party effective with respect to the Assessment Year commencing no sooner than 60 days after written notice of intent to terminate is delivered to the other party. Termination of this Agreement does not terminate the obligation to continue to report on collections of delinquent amounts and for the Treasurer to transmit to the District any amounts collected for so long as any Annual Assessment Amounts included in bills by the Treasurer prior to termination remain unpaid.

11. **Examination of Records.** The District or its duly authorized agents may examine the records relating to the Assessment at the office of the Treasurer where such records are kept at reasonable times as agreed upon with the Treasurer.

12. **Invalid Provisions.** If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

13. **Conflict of Interest.** Each party gives notice to the other party that A.R.S. Section 38-511 provides that either party may within three (3) years after its execution cancel this Agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of such party, is at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of the other party in any capacity or a consultant to the other party with respect to the subject matter of this Agreement.

14. **Effective Date.** This Agreement shall be effective upon recordation with the Maricopa County Recorder.

**MARICOPA COUNTY TREASURER**

By: \_\_\_\_\_

**ESTRELLA MOUNTAIN RANCH  
COMMUNITY FACILITIES DISTRICT  
(CITY OF GOODYEAR, ARIZONA)**

By: \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

State of Arizona  
County of Maricopa

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the Treasurer of Maricopa County, Arizona.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public

State of Arizona

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, as Chairman of the District Board of Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona), an Arizona community facilities district.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public

**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH  
COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007**

**GOLF VILLAGE SPECIAL ASSESSMENT DISTRICT NO. 2  
METHODOLOGY**

**Prepared by:**

**WILLDAN  
7500 North Dreamy Draw, Suite 130  
Phoenix, AZ 85020-4660  
(602) 870-7600**

**Dated June 25, 2007**

**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007**

**GOLF VILLAGE SPECIAL ASSESSMENT DISTRICT NO. 2 METHODOLOGY**

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**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007  
GOLF VILLAGE ASSESSMENT DISTRICT NO. 2 METHODOLOGY**

Willdan, the District Engineer for the Estrella Mountain Ranch Community Facilities District (“Estrella Mountain Ranch CFD”), makes this report of benefit as directed by City staff in support of the *Feasibility Report for the Issuance of Estrella Mountain Ranch Community Facilities District Special Assessment Revenue Bonds Golf Village Assessment District No. 2 Series 2007*, prepared by NNPIII – Estrella Mountain Ranch, LLC and dated April, 2007 (“Feasibility Report”).

**PROJECT DESCRIPTION**

The Estrella Mountain Ranch master planned community (“Development”) consists of 9,771 acres and is located in Goodyear, Arizona. On November 22, 1999 the Estrella Mountain Ranch Community Facilities District was established to finance the construction and/or acquisition of public infrastructure that are part of the Development. Golf Village consists of an estimated 492 residential lots within approximately 375.9 gross acres of the larger 9,771-acre Development. The Golf Village Special Assessment District No. 2 Revenue Bonds Series 2007 (“Bond Issue”) relates to the construction or acquisition of public infrastructure that will benefit development of Golf Village Phase 2. Details related to the project area, infrastructure improvements, costs, and land use can be found in the Feasibility Report.

**DESCRIPTION OF IMPROVEMENTS**

The improvements that will be funded by the Bond Issue and are the subject of this report will be constructed and acquired public infrastructure that are eligible for funding according to Arizona Revised Statutes Title 48 Community Facilities Act of 1989. The improvements are more fully described in Section 2 of the Feasibility Study. Briefly, the improvements are described as follows:

**Street Improvements**

The design and construction of certain engineering, design, survey, permits, and fees; road improvements including paving, concrete, curb, gutter, sidewalks, valley gutters, aprons, street signs, landscaping, and storm drain; together with appurtenances and appurtenant work along with an allowance for contingencies for the following arterial roadways:

- Westar Drive – Phase II, approximately 4,050 lineal feet main backbone road along with 130 lineal feet of 3-barrel 10-foot x 6-foot box culvert and 145 l.f. of 3-barrel 10-foot x 4-foot box culvert.
- Westar Drive – Phase III, approximately 2,562 lineal feet.
- Westar Drive – Phase IV, approximately 4,778 lineal feet.

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**Wet Utilities Improvements**

Wet utilities include sewer mains, water mains, and non-potable water mains. The design and construction of the following improvements together with permits, fees, appurtenances, appurtenant work, and an allowance for contingencies:

**Sanitary Sewer Mains**

- Westar Drive – Phase II, approximately 1,314 lineal feet.
- Westar Drive – Phase III, approximately 475 lineal feet.
- Westar Drive – Phase IV, approximately 3,241 lineal feet.

**Water Line Improvements**

- Westar Drive – Phase II, approximately 4,300 lineal feet potable waterline.
- Westar Drive – Phase III, approximately 2,752 lineal feet potable waterline.
- Westar Drive – Phase IV, approximately 5,035 lineal feet potable waterline.

**Non-Potable Water Line Improvements**

- Westar Drive – Phase II, approximately 4,350 lineal feet of non-potable waterline.
- Westar Drive – Phase III, approximately 2,716 lineal feet of non-potable waterline.
- Westar Drive – Phase IV, approximately 5,149 lineal feet of non-potable waterline.

**CITY OF GOODYEAR, ARIZONA  
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SPECIAL ASSESSMENT REVENUE BOND SERIES 2007  
GOLF VILLAGE ASSESSMENT DISTRICT NO. 2 METHODOLOGY**

**PRELIMINARY COST ESTIMATE**

The Bond Issue secured by remaining unpaid assessments is proposed to be issued in accordance with the Arizona Revised Statutes, the City of Goodyear, Arizona Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts, Development, Financing Participation and Intergovernmental Agreement No. 1 (Estrella Mountain Ranch Community Facilities District), and the Estrella Mountain Ranch Community Facilities District Waiver and Development Agreement. A summary of the public infrastructure to be financed through the Bond Issue includes the following:

**Estimated Improvement Costs**

<b><u>Improvement Projects</u></b>	<b><u>Estimated Costs Funded Through Bond Issue</u></b>
<b><i>Westar Phase II</i></b>	
Engineering/Plan Review/Permits	\$ 307,641
Road Improvements	\$ 2,294,431
Wet Utilities (Water/Non-Potable Water/Sewer/Storm Drain)	<u>\$ 842,096</u>
Total	<b>\$ 3,444,168</b>
<b><i>Westar Phase III</i></b>	
Engineering/Plan Review/Permits	\$ 188,213
Road Improvements	\$ 1,114,026
Wet Utilities (Water/Non-Potable Water/Sewer/Storm Drain)	<u>\$ 315,940</u>
Total	<b>\$ 1,617,778</b>
<b><i>Westar Phase IV</i></b>	
Engineering/Plan Review/Permits	\$ 520,811
Road Improvements	\$ 4,270,199
Wet Utilities (Water/Non-Potable Water/Sewer/Storm Drain)	<u>\$ 2,004,377</u>
Total	<b>\$ 6,795,387</b>
<b>TOTAL ESTIMATED COST OF IMPROVEMENTS <sup>(1)</sup></b>	<b>\$11,857,333</b>
<b>GENERAL INCIDENTALS</b>	
Bond Counsel	\$ 80,000
Assessment Engineer	\$ 35,000
Appraisal	\$ 35,000
Printing	\$ 20,000
Trustee	\$ 15,000
Financial Advisor	\$ 15,000

**CITY OF GOODYEAR, ARIZONA  
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SPECIAL ASSESSMENT REVENUE BOND SERIES 2007  
GOLF VILLAGE ASSESSMENT DISTRICT NO. 2 METHODOLOGY**

Underwriter Counsel	\$ 45,000	
Miscellaneous/Excess Construction Costs	\$ 5,000	
<b>Subtotal General Incidentals</b>		<b>\$ 250,000</b>

**TOTAL ESTIMATED COSTS OF IMPROVEMENTS** **\$11,857,333**

**BOND ISSUANCE COSTS**

Capitalized Interest (18 months, 7.5%)	\$ 323,450	
Underwriter Discount	\$ 150,000	
Reserve Fund (maximum annual debt service)	\$ 558,610	
<b>Total Bond Issuance Costs</b>		<b>\$ 1,032,060</b>

**TOTAL PROJECT COSTS** **\$13,139,393**

**DEVELOPER CONTRIBUTIONS<sup>(2)</sup>** **\$ 5,639,393**

**AMOUNT TO BOND** **\$ 7,500,000**

Detailed cost estimates for the infrastructure listed above are included as Appendix C of the Feasibility Report.

**Footnotes**

- (1) The cost estimates exclude private utility installation, entry monumentation, and tot-lot costs. The estimated cost of the improvements is greater than the maximum reimbursement by the District.
- (2) Preliminary, subject to change. The developer contribution includes the amount to be paid by the Applicant to pay costs of issuance, underwriter's discount and costs of the Projects not funded by the Bond proceeds.

**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007  
GOLF VILLAGE ASSESSMENT DISTRICT NO. 2 METHODOLOGY**

**ASSESSMENT METHODOLOGY**

The State of Arizona Revised Statutes provide that assessments be allocated in proportion to the benefits received by each lot equally from the improvements. For purposes of the Estrella Mountain Ranch Community Facilities District - Golf Village Special Assessment District No. 2 Bonds Series 2007, the original assessed amount (prior to cash payments) and consequently the remaining assessments securing the proposed assessment bond amount of \$7,500,000 is allocated equally to the estimated 492 lots within the District at \$15,243.90 per lot. Because some parcels have not been through the Final Plat stage in the subdivision process, the assessment will be to the parcel level based on the estimated number of lots within each parcel. Assessments in the Golf Village Special Assessment District Number 2 area are based upon the following benefit methodology.

**Introduction**

The works of improvement to be financed by the Bond Issue consist of backbone facilities that provide traffic access and control, sanitary and storm sewer, and potable and nonpotable water for the properties within Golf Village Phase 2. The improvements are more fully described in Section Two of the Feasibility Report.

**Roadway Improvements**

The street related improvements to be installed within Golf Village consist of new construction and/or acquisition of Westar Drive Phase II, III and IV. Westar Drive provides access to the residential superpads, Parcels 5.1, 5.2, 5.3, 5.4, 5.5, 5.11, 5.12, 5.14, 5.15, and 5.16. located within this section of Golf Village Phase 2. The cost estimate excludes ineligible costs such as dry utilities and monument structures.

The construction of Westar Drive – Phases II, III, and IV provides ingress/egress to parcels within Golf Village Phase 2 and serves as the collector to the residential lots providing equal access for properties within the Golf Village Phase 2 area, allowing travel to areas outside of the Golf Village Phase 2 boundaries. The specific alignment or proximity of a collector street in relation to a specific property is not the paramount factor in the determination of special benefit due to the fact that, the location and alignment of collector is dependent on the conceptual land use plan. As a result, the location and alignment could have been entirely different from the currently planned location and alignment. Furthermore, all properties within the district will have equal access for ingress and egress to the collector roadway being funded. Therefore, the construction of Westar Drive is an equal direct and special benefit to the properties addressed in this report.

In apportioning the street improvement benefits to the residential properties within the Golf Village Special Assessment District Number 2 assessment area, a two-stepped process will be used. First, the assessment of the cost and expenses will be allocated to the residential planning areas equally on a per lot basis. Second, as Final Plat maps are recorded, the assessments will be divided equally to each residential lot within the planning area. Therefore, within a single-family residential tract, each lot will receive an equal assessment.

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In the event development occurs differently than currently projected, the assessment liens at the planning area level can be lowered to meet the intent of this benefit analysis. However, in the event an assessment lien has been allocated to a final residential lot, the lien may not be increased as a result of changes in development.

**Sanitary Sewer and Potable/Nonpotable Water Cost**

The sanitary sewer line improvements and the potable and nonpotable water improvements consist of a series of lines and improvements placed in the collector street to provide stub outs for each of the parcels within Golf Village Special Assessment District Number 2. These improvements provide for an orderly development of infrastructure service to the area by providing sanitary sewer mains and water mains to service for each developed lot. The benefit of these improvements is allocated equally on a per lot basis.

In apportioning the benefit of sewer and water improvements to the residential property within the Golf Village Special Assessment District Number 2 assessment area, a two-stepped process will be used. First, the assessment of the cost and expenses will be allocated equally to the residential planning areas on a per lot basis. Second, as Final Plat maps are recorded, the assessments will be divided equally to each residential lot within the planning area. Therefore, within a single-family residential tract, each lot will receive an equal assessment.

In the event development occurs differently than currently projected, the assessment liens at the planning area level can be lowered to meet the intent of this benefit analysis. However, in the event an assessment lien has been allocated to a final residential lot, the lien may not be increased as a result of changes in development.

**Project Incidentals and Bond Issuance Costs**

These costs increase the assessments for each assessment area in proportion to the special assessments allocated thereto for the improvement construction costs. This is deemed an appropriate charge related to the Community Facilities District. Therefore, Project Incidentals and Bond Issuance Costs are allocated to each parcel based on the number of residential lots within the parcel.

**Apportionment**

Most of the properties within the Golf Village Special Assessment District Number 2 Bond Series 2007 consist of large unsubdivided acreage, are expected to be developed in conformance with the Estrella Mountain Ranch Preliminary Plat Maps. Upon recordation of these maps, the initial method of assessing the eligible improvement cost to the properties will be in accordance with the above-described method of assessment.

The assessments for properties within Golf Village Phase 2 may be subject to further apportionment since the property may experience lot line adjustments as properties are sold or residential lots are created. Upon recordation of a subdivision, parcel or lot line adjustment maps,

**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007  
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the assessment for residential parcels will be apportioned equally based on the number of similar assessable lots.

**ESTIMATED SPECIAL ASSESSMENT LIENS PER LOT**

Based upon the information presented above, the estimates of the assessment to be placed upon each of the parcels located within Golf Village Special Assessment District Number 2 Bond Series 2007 are as follows:

**SPECIAL ASSESSMENT LIEN BONDS (SERIES 2007) GOLF VILLAGE PHASE 2  
ESTIMATED ASSESSMENT PER LOT**

<b>Assessment Number <sup>(1)</sup></b>	<b>Parcel No.</b>	<b>Est. No. of Lots</b>	<b>Maximum Improvement Assessment Costs</b>	<b>Capitalized Interest <sup>(3)</sup></b>	<b>Reserve Fund <sup>(3)</sup></b>	<b>Assessment Lien Per Parcel <sup>(4)</sup></b>	<b>ESTIMATED Assessment Lien per Lot <sup>(2)</sup></b>
43	5.1	61	\$820,516.95	\$40,102.54	\$69,258.56	<b>\$929,878.05</b>	\$15,243.90
44	5.2	17	\$228,668.66	\$11,176.12	\$19,301.57	<b>\$259,146.34</b>	\$15,243.90
45	5.3	47	\$632,201.59	\$30,898.68	\$53,363.15	<b>\$716,463.41</b>	\$15,243.90
46	5.4	8	\$107,608.78	\$5,259.35	\$9,083.09	<b>\$121,951.22</b>	\$15,243.90
47	5.5	139	\$1,869,702.56	\$91,381.20	\$157,818.68	<b>\$2,118,902.44</b>	\$15,243.90
48	97	60	\$807,065.85	\$39,445.12	\$68,123.17	\$914,634.15	<b>\$15,243.90</b>
49	98	75	\$1,008,832.32	\$49,306.40	\$85,153.96	\$1,143,292.68	<b>\$15,243.90</b>
50	5.14 5.15 5.16	85	\$1,143,343.29	\$55,880.59	\$96,507.83	<b>\$1,295,731.71</b>	\$15,243.90
		492	\$6,617,940.00	\$323,450.00	\$558,610.00	\$7,500,000.00	

**Footnotes**

- (1) Special assessment liens will not be placed upon common areas, areas owned by home owners associations, public right-of-way, property owned by the District, or other governmental/public entities.
- (2) Special assessments are based on estimated lot counts. The special assessment per lot are subject to adjustments based upon changes in the number of developable lots ultimately established by the recording of the final subdivision plat. Upon recordation of a plat map, the number of lots will be reviewed. If at that time the appraised value is not four times the lien amount, the amount of lien in excess of one-fourth of the valuation will be pre-paid by the property owner.
- (3) Amounts provided by the Underwriter.
- (4) Assessment Lien is at the planning parcel level.

**CITY OF GOODYEAR, ARIZONA  
ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007  
GOLF VILLAGE ASSESSMENT DISTRICT NO. 2 METHODOLOGY**

**CONCLUSION**

Based upon the information presented herein, it is our opinion that the special assessment allocation methodology results in assessments being allocated in proportion to the benefits received by each parcel therein for the improvements to be provided thereby.

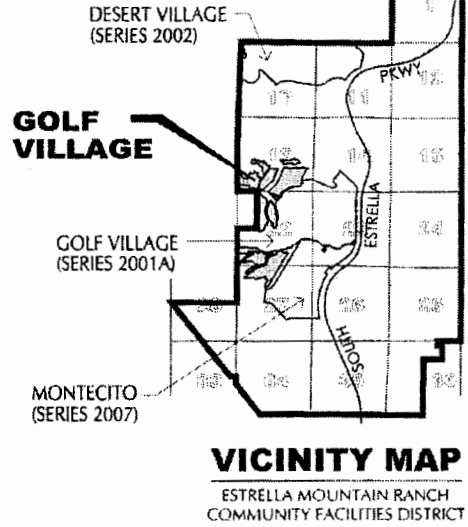
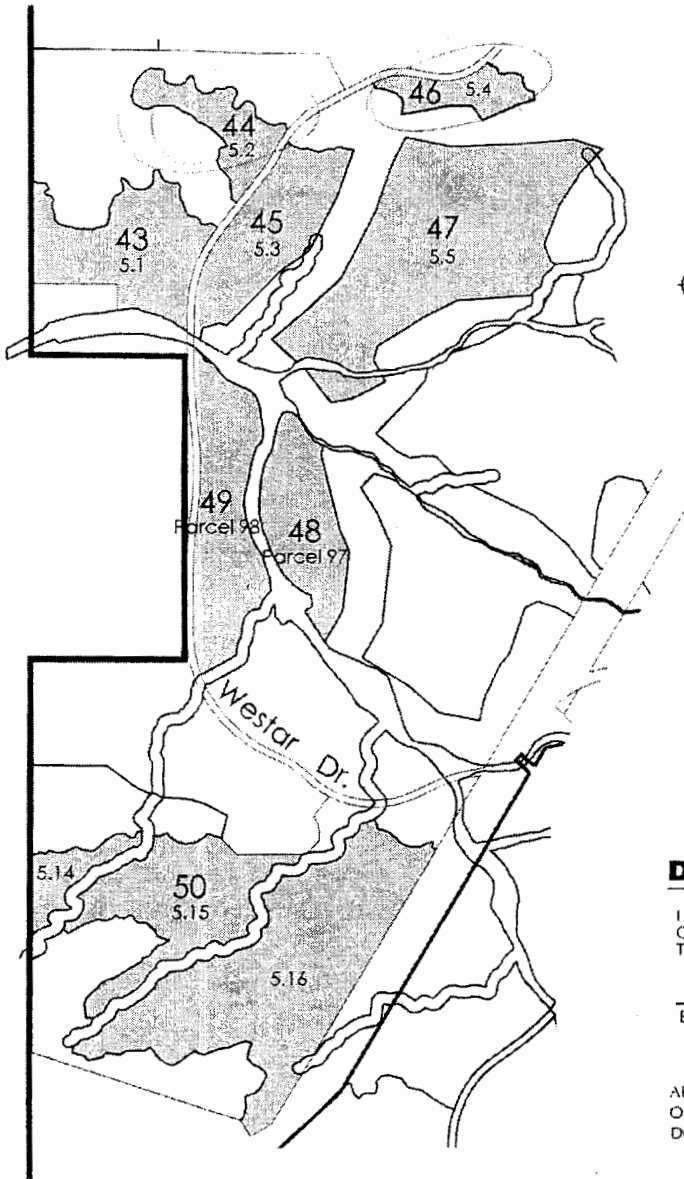
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**David P. Gue, P.E.**



**ASSESSMENT DIAGRAM FOR  
GOLF VILLAGE**

CITY OF GOODYEAR, ARIZONA  
**ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT**  
SPECIAL ASSESSMENT REVENUE BOND SERIES 2007



**DESCRIPTION**

A PORTION OF SECTIONS 15, 22 AND 27, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

**LEGEND**

- GOLF VILLAGE S.A. SERIES 2007
- 39** ASSESSMENT NUMBER

**DISTRICT ENGINEER CERTIFICATION**

I HEREBY CERTIFY THAT THE PARCEL BOUNDARIES SHOWN ARE DEPICTED ON THIS PLAN WERE SUPPLIED BY RBF CONSULTING AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

David P. Blue 5/30/07  
ENGINEER DATE

APPROVED BY RESOLUTION NO. 07-062 AT A MEETING OF THE BOARD OF DIRECTORS OF THE ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT, GOODYEAR, ARIZONA ON THE 15 DAY OF OCT 2007.

Hee Coohyun 10/16/07  
DISTRICT CLERK DATE

SIGNED: THIS 30<sup>th</sup> DAY OF May, 2007

SUBMITTED: David P. Blue  
SUPERINTENDENT OF STREETS DATE

ASSESSMENT NO.	PLANNING	LOTS	ACREAGE
43	5.1		32.937
44	5.2		43.493
45	5.3		22.550
46	5.4		9.808
47	5.5		65.703
048-01-001 thru 060	5.11	60	20.398
049-01-001 thru 075	5.12	75	25.533
50	5.14, 5.15 AND 5.16		155.509

EXHIBIT C



ASSESSMENT 43

150735968

EXHIBIT "A"

That portion of the Southwest quarter of Section 15, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 15, as depicted on sheet 3 of Map of Dedication for Estrella Mountain Ranch Westar Drive Phase 2 recorded in Book 669 of Maps, page 23, records of Maricopa County;

Thence along the West line of said Southwest quarter North 00 degrees 03 minutes 55 seconds East, 216.66 feet to the True Point of Beginning;

Thence continuing along said West line North 00 degrees 03 minutes 55 seconds East, 1064.80 feet;

Thence leaving said West line North 48 degrees 08 minutes 44 seconds East, 21.02 feet;

Thence South 89 degrees 56 minutes 05 seconds East, 775.18 feet;

Thence North 52 degrees 02 minutes 36 seconds East, 135.53 feet;

Thence South 89 degrees 56 minutes 05 seconds East, 423.87 feet;

Thence South 52 degrees 30 minutes 46 seconds East, 386.97 feet to the Westerly sideline of proposed Westar Drive;

Thence along said Westerly sideline as follows:

South 37 degrees 30 minutes 00 seconds West, 71.15 feet;

Thence South 69 degrees 40 minutes 56 seconds West, 23.63 feet;

Thence South 36 degrees 21 minutes 09 seconds West, 64.01 feet;

Thence South 04 degrees 33 minutes 29 seconds West, 23.10 feet to the Beginning of a non-tangent 1040.00 foot radius curve concave Southeasterly, a radial line to said point bears North 55 degrees 18 minutes 55 seconds West;

Thence Southwesterly along the arc of said curve through a central angle of 34 degrees 29 minutes 25 seconds, a distance of 626.05 feet;

Thence South 00 degrees 11 minutes 40 seconds West, 4.73 feet;

Thence South 32 degrees 22 minutes 06 seconds West, 23.63 feet;

Thence South 00 degrees 11 minutes 28 seconds West, 64.00 feet;

Thence South 31 degrees 58 minutes 17 seconds East, 23.63 feet to the Westerly sideline of W. Westar Drive according to said Map of Dedication;

Thence along said Westerly sideline South 00 degrees 11 minutes 40 seconds West 97.72 feet;

Thence leaving said Westerly sideline North 75 degrees 56 minutes 11 seconds West 28.86 feet;

Thence North 86 degrees 07 minutes 53 seconds West, 153.89 feet;

Thence North 72 degrees 59 minutes 16 seconds West, 113.25 feet;

Thence North 58 degrees 44 minutes 52 seconds West, 191.82 feet;

Thence North 85 degrees 23 minutes 54 seconds West, 92.70 feet;

Thence South 82 degrees 05 minutes 36 seconds West, 61.76 feet;

Thence South 64 degrees 48 minutes 56 seconds West, 32.73 feet;

Thence South 84 degrees 29 minutes 13 seconds West, 83.56 feet;

Thence South 78 degrees 18 minutes 06 seconds West, 188.95 feet;

Thence South 81 degrees 42 minutes 34 seconds West, 148.02 feet;

Thence South 72 degrees 10 minutes 41 seconds West, 144.55 feet;

Thence South 63 degrees 45 minutes 02 seconds West, 70.07 feet;

Thence South 57 degrees 03 minutes 44 seconds West, 65.61 feet;

Thence North 89 degrees 37 minutes 29 seconds West, 44.68 feet to the True Point of Beginning.

END OF EXHIBIT "A"

ASSESSMENT 44

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH PARCEL 5.2**

**PARCEL "A" (PARCEL 5.2)**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED ON FINAL PLAT FOR ESTRELLA PARCEL 58 RECORDED IN BOOK 321, PAGE 31, RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER SOUTH 89°13'08" EAST (RECORD SOUTH 89°12'34" EAST PER SAID FINAL PLAT), 1091.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID FINAL PLAT AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°13'08" EAST, 1418.28 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 23°13'08" EAST, 385.10 FEET TO THE BEGINNING OF A NON-TANGENT 1035.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 23°13'08" WEST TO SAID POINT BEING A POINT ON THE NORTHERLY SIDELINE OF PROPOSED WESTAR DRIVE;

THENCE ALONG SAID SIDELINE AS FOLLOWS:

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°16'52", 528.94 FEET TO THE BEGINNING OF A 980.00 FOOT RADIUS REVERSE CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID CURVE BEARS SOUTH 52°30'00" EAST TO SAID POINT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°40'39", 28.69 FEET;

THENCE SOUTH 39°10'39" WEST, 141.51 FEET TO THE BEGINNING OF A 1020.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°40'39", 29.87 FEET;

THENCE SOUTH 37°30'00" WEST, 121.43 FEET;  
THENCE SOUTH 69°40'12" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 64.00 FEET;  
THENCE SOUTH 5°19'48" WEST, 23.63 FEET;  
THENCE SOUTH 37°30'00" WEST, 587.71 FEET;  
THENCE LEAVING SAID SIDELINE NORTH 52°30'00" WEST, 1256.03 FEET;  
THENCE NORTH 0°47'26" EAST, 497.71 FEET;  
THENCE NORTH 62°47'44" EAST, 509.90 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 43.491 ACRES MORE OR LESS.

## EXHIBIT "A"

That portion of the South half of Section 15, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 15 as depicted on Sheet 3 of Map of Dedication for Estrella Mountain Ranch Westar Drive Phase 2 recorded in Book 669 of Maps, page 23, records of Maricopa County;

Thence along the South line of the Southwest quarter of said South half South 89 degrees 24 minutes 36 seconds East, 1418.64 feet to the Easterly sideline of W. Westar Drive according to said Map of Dedication;

Thence leaving said South line along said Easterly sideline North 00 degrees 11 minutes 40 seconds East, 320.05 feet to the Easterly sideline of proposed Westar Drive;

Thence along said Easterly sideline as follows:

North 32 degrees 22 minutes 06 seconds East, 23.63 feet;

Thence North 00 degrees 11 minutes 27 seconds East, 64.00 feet;

Thence North 31 degrees 58 minutes 17 seconds West, 23.63 feet;

Thence North 00 degrees 11 minutes 40 seconds East, 3.01 feet to the True Point of Beginning;

Thence continuing along said Easterly sideline as follows:

North 00 degrees 11 minutes 40 seconds East, 1.73 feet to the beginning of a 960.00 foot radius curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 37 degrees 18 minutes 20 seconds, a distance of 625.06 feet;

Thence North 37 degrees 30 minutes 00 seconds East, 711.16 feet;

Thence North 69 degrees 40 minutes 12 seconds East, 23.63 feet;

Thence North 37 degrees 30 minutes 00 seconds East, 64.00 feet;

Thence North 05 degrees 19 minutes 48 seconds East, 23.63 feet;

Thence North 37 degrees 30 minutes 00 seconds East, 121.43 feet to the Beginning of a 1020.00 foot radius curve concave Northwesterly;

Thence Northeasterly along the arc of said curve through a central angle of 01 degrees 40 minutes 39 seconds, a distance of 29.87 feet;

Thence North 35 degrees 49 minutes 21 seconds East, 141.51 feet to the beginning of a 980.00 foot radius curve concave Southeasterly;

Thence Northeasterly along the arc of said curve through a central angle of 01 degrees 02 minutes 54 seconds, a distance of 17.93 feet;

Thence leaving said Easterly sideline non-tangent South 52 degrees 30 minutes 46 seconds East, 190.10 feet;

Thence South 89 degrees 37 minutes 22 seconds East, 176.71 feet;

Thence South 60 degrees 42 minutes 30 seconds East, 111.92 feet;

Thence South 12 degrees 53 minutes 29 seconds West, 328.49 feet;

Thence South 23 degrees 13 minutes 01 seconds West, 202.33 feet;

Thence South 36 degrees 58 minutes 46 seconds West, 1021.85 feet;

Thence South 73 degrees 53 minutes 12 seconds West, 136.73 feet;

Thence South 36 degrees 31 minutes 46 seconds West, 65.89 feet;

Thence North 53 degrees 28 minutes 14 seconds West, 92.94 feet to the beginning of a 255.00 foot radius curve concave Southwesterly;

Thence Northwesterly along the arc of said curve through a central angle of 36 degrees 20 minutes 06 seconds, a distance of 161.71 feet;

Thence North 89 degrees 48 minutes 20 seconds West, 141.07 feet to the True Point of Beginning.

END OF EXHIBIT "A"

ASSESSMENT 46

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**ESTRELLA MOUNTAIN RANCH PARCEL 5.4**

**PARCEL "A" (PARCEL 5.4)**

THAT PORTION OF THE EAST HALF OF SECTION 15 IN TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15 AS DEPICTED ON SHEET 10 OF MAP OF DEDICATION RECORDED IN BOOK 318, PAGE 38, RECORDS OF MARICOPA COUNTY;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 89°13'08" WEST (RECORD NORTH 89°12'34" WEST PER SAID MAP OF DEDICATION), 1092.16 FEET;

THENCE LEAVING SAID NORTH LINE NORTH 41°20'24" WEST, 230.42 FEET TO A POINT ON THE SOUTHEASTERLY SIDELINE OF PROPOSED WESTAR DRIVE AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SIDELINE RETRACING SOUTH 41°20'24" EAST, 371.35 FEET;

THENCE SOUTH 22°14'49" EAST, 87.55 FEET;

THENCE SOUTH 15°03'29" WEST, 212.09 FEET;

THENCE SOUTH 60°23'35" WEST, 152.31 FEET;

THENCE NORTH 85°36'29" WEST, 94.79 FEET;

THENCE SOUTH 64°40'35" WEST, 51.16 FEET;

THENCE SOUTH 22°23'10" WEST, 32.78 FEET;

THENCE SOUTH 67°11'54" WEST, 164.91 FEET;

THENCE NORTH 52°08'22" WEST, 121.86 FEET;

THENCE NORTH 79°15'15" WEST, 151.18 FEET;

THENCE SOUTH 88°42'03" WEST, 43.09 FEET;

THENCE SOUTH 60°23'27" WEST, 55.85 FEET;

THENCE SOUTH 38°07'03" WEST, 132.34 FEET;

THENCE NORTH 42°21'38" WEST, 140.29 FEET;

THENCE SOUTH 79°49'00" WEST, 232.35 FEET;



THENCE NORTH 33°57'06" WEST, 109.71 FEET;  
THENCE NORTH 2°27'16" EAST, 134.78 FEET TO A POINT ON THE SOUTHEASTERLY  
SIDELINE OF PROPOSED WESTAR DRIVE;  
THENCE ALONG SAID SIDELINE THE FOLLOWING:  
SOUTH 87°32'44" EAST, 112.52 FEET TO THE BEGINNING OF A 1040.00 FOOT RADIUS  
CURVE CONCAVE NORTHERLY;  
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE  
OF 13°20'07", 242.05 FEET;  
THENCE NON-TANGENT TO SAID CURVE SOUTH 70°26'15" EAST, 23.10 FEET;  
THENCE NORTH 76°36'02" EAST, 64.00 FEET;  
THENCE NORTH 43°38'43" EAST, 23.09 FEET TO THE BEGINNING OF A NON-TANGENT  
1040.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE OF SAID  
CURVE BEARS SOUTH 16°13'46" EAST TO SAID POINT;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 12°39'33", 229.78 FEET;  
THENCE NORTH 61°06'41" EAST, 101.84 FEET TO THE BEGINNING OF A 540.00 FOOT  
RADIUS CURVE, CONCAVE NORTHWESTERLY;  
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL  
ANGLE OF 41°56'56", 395.36 FEET;  
THENCE NORTH 19°09'45" EAST, 23.37 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 9.808 ACRES MORE OR LESS.

## EXHIBIT "A"

That portion of the South half of Section 15 and the North half of Section 22, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southwest corner of said Section 15 as depicted on sheet 3 of Map of Dedication for Estrella Mountain Ranch Westar Drive Phase 2 recorded in Book 669 of Maps, page 23, records of Maricopa County;

Thence along the South line of the Southwest quarter of said South half South 89 degrees 24 minutes 36 seconds East, 1418.64 feet to the Easterly sideline of W. Westar Drive according to said Map of Dedication;

Thence leaving said South line along said Easterly sideline North 00 degrees 11 minutes 40 seconds East, 317.06 feet to the True Point of Beginning;

Thence continuing along said Easterly sideline North 00 degrees 11 minutes 40 seconds East, 2.99 feet to the Easterly sideline of proposed Westar Drive;

Thence along said Easterly sideline as follows:

North 32 degrees 22 minutes 06 seconds East, 23.63 feet;

Thence North 00 degrees 11 minutes 27 seconds East, 64.00 feet;

Thence North 31 degrees 58 minutes 17 seconds West, 23.63 feet;

Thence North 00 degrees 11 minutes 40 seconds East, 3.01 feet;

Thence leaving said Easterly sideline South 89 degrees 48 minutes 20 seconds East, 141.07 feet to the beginning of a 255.00 foot radius curve concave Southwesterly;

Thence Southeasterly along the arc of said curve through a central angle of 36 degrees 20 minutes 06 seconds, a distance of 161.71 feet;

Thence South 53 degrees 28 minutes 14 seconds East, 121.54 feet to the beginning of a 145.00 foot radius curve concave Northeasterly;

Thence Southeasterly along the arc of said curve through a central angle of 26 degrees 23 minutes 08 seconds, a distance of 66.77 feet;

Thence South 79 degrees 51 minutes 22 seconds East, 221.98 feet;

Thence North 53 degrees 04 minutes 09 seconds East, 720.37 feet;

Thence North 27 degrees 40 minutes 24 seconds East, 700.84 feet;

Thence North 19 degrees 13 minutes 16 seconds East, 641.04 feet;

Thence South 74 degrees 38 minutes 57 seconds East, 414.95 feet;  
Thence South 89 degrees 30 minutes 57 seconds East, 125.40 feet;  
Thence North 87 degrees 49 minutes 34 seconds East, 547.78 feet;  
Thence North 85 degrees 23 minutes 33 seconds East, 336.79 feet;  
Thence South 52 degrees 53 minutes 57 seconds East, 243.01 feet;  
Thence South 40 degrees 04 minutes 04 seconds West, 350.51 feet;  
Thence South 24 degrees 11 minutes 40 seconds West, 280.17 feet;  
Thence South 01 degrees 05 minutes 30 seconds West, 82.48 feet;  
Thence South 17 degrees 02 minutes 00 seconds West, 34.30 feet;  
Thence South 01 degrees 51 minutes 59 seconds East, 285.44 feet;  
Thence South 33 degrees 20 minutes 30 seconds West, 343.64 feet;  
Thence South 85 degrees 37 minutes 22 seconds West, 591.91 feet;  
Thence South 67 degrees 13 minutes 13 seconds West, 688.07 feet;  
Thence South 37 degrees 40 minutes 25 seconds West, 204.20 feet;  
Thence South 01 degrees 40 minutes 37 seconds West, 145.07 feet;  
Thence South 84 degrees 55 minutes 27 seconds West, 126.55 feet;  
Thence North 76 degrees 17 minutes 49 seconds West, 94.16 feet;  
Thence North 62 degrees 23 minutes 37 seconds West, 54.56 feet;  
Thence North 72 degrees 52 minutes 19 seconds West, 58.26 feet;  
Thence North 78 degrees 43 minutes 43 seconds West, 235.85 feet;  
Thence South 85 degrees 23 minutes 45 seconds West, 55.59 feet;  
Thence South 61 degrees 37 minutes 27 seconds West, 51.95 feet;  
Thence North 36 degrees 31 minutes 02 seconds West, 205.93 feet;  
Thence North 62 degrees 53 minutes 27 seconds West, 78.51 feet;  
Thence North 79 degrees 51 minutes 22 seconds West, 224.53 feet to the beginning of a  
255.00 foot radius curve concave Northeasterly;

Thence Northwesterly along the arc of said curve through a central angle of 26 degrees 23 minutes 08 seconds, a distance of 117.43 feet;

Thence North 53 degrees 28 minutes 14 seconds West, 121.54 feet to the beginning of a 145.00 foot radius curve concave Southwesterly;

Thence Northwesterly along the arc of said curve through a central angle of 36 degrees 20 minutes 06 seconds, a distance of 91.95 feet;

Thence North 89 degrees 48 minutes 20 seconds West, 141.07 feet to the True Point of Beginning.

END OF EXHIBIT "A"

ASSESSMENT 48

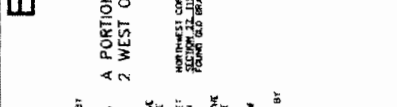
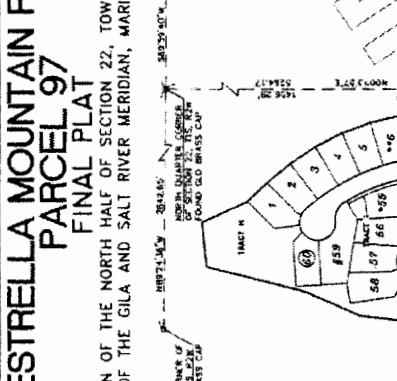
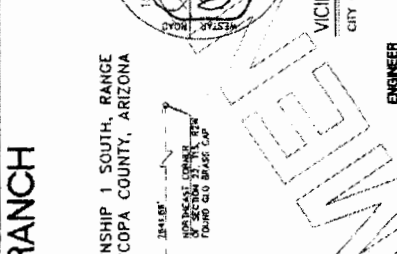
150635117

EXHIBIT "A"

Lots 1 through 60, ESTRELLA MOUNTAIN RANCH PARCEL 97, according to Book 869 of Maps, Page 21, records of Maricopa County, Arizona.

END OF EXHIBIT "A"

7740 N 18TH ST. ST. 100  
 PHONE: (480) 967-1800  
 FAX: (480) 967-1801  
 CMX  
 ARCHITECTS - PLANNERS - LANDSCAPE ARCHITECTS - SURVEYORS - CONSTRUCTION MANAGERS



**DEDICATION**  
 THE CITY OF GOODYEAR, ARIZONA, HAS BEEN DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA, WHICH IS BEING DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA. THE CITY OF GOODYEAR, ARIZONA, HAS BEEN DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA. THE CITY OF GOODYEAR, ARIZONA, HAS BEEN DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA.

**ACKNOWLEDGMENT**  
 STATE OF ARIZONA, SS: COUNTY OF MARICOPA, SS: I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Maricopa, Arizona.

**OWNER**  
 MIP-RE, ESTRELLA MOUNTAIN RANCH, LLC  
 10000 N 18TH STREET, SUITE 100  
 PHOENIX, ARIZONA 85028  
 PHONE: (602) 488-0800  
 FAX: (602) 488-1033

**ENGINEER**  
 CMX, LLC  
 7740 N 18TH STREET, SUITE 100  
 PHOENIX, ARIZONA 85028  
 PHONE: (602) 967-1800  
 FAX: (602) 967-1801

**NOTES**  
 1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA, WHICH IS BEING DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA. THE CITY OF GOODYEAR, ARIZONA, HAS BEEN DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA.

**BASIS OF BEARING**  
 THE BEARING OF THE LINES SHOWN ON THIS MAP IS BASED UPON THE BEARING OF THE MERIDIAN OF THE CITY OF GOODYEAR, ARIZONA, WHICH IS BEING DESIGNATED AS THE SERVICE AREA OF THE CITY OF GOODYEAR, ARIZONA.

**SHEET INDEX**  
 SHEET NO. 1 OF 1  
 SHEET TITLE: ESTRELLA MOUNTAIN RANCH, PARCEL 97, FINAL PLAT

**ACKNOWLEDGMENT FOR BATERGATION**  
 STATE OF ARIZONA, SS: COUNTY OF MARICOPA, SS: I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Maricopa, Arizona.

**BATERGATION AND CONSENT**  
 STATE OF ARIZONA, SS: COUNTY OF MARICOPA, SS: I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Maricopa, Arizona.

**APPROVAL**  
 APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS THE 7th DAY OF September, 2008

**APPROVAL**  
 APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS THE 7th DAY OF September, 2008

**APPROVAL**  
 APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS THE 7th DAY OF September, 2008

**APPROVAL**  
 APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS THE 7th DAY OF September, 2008

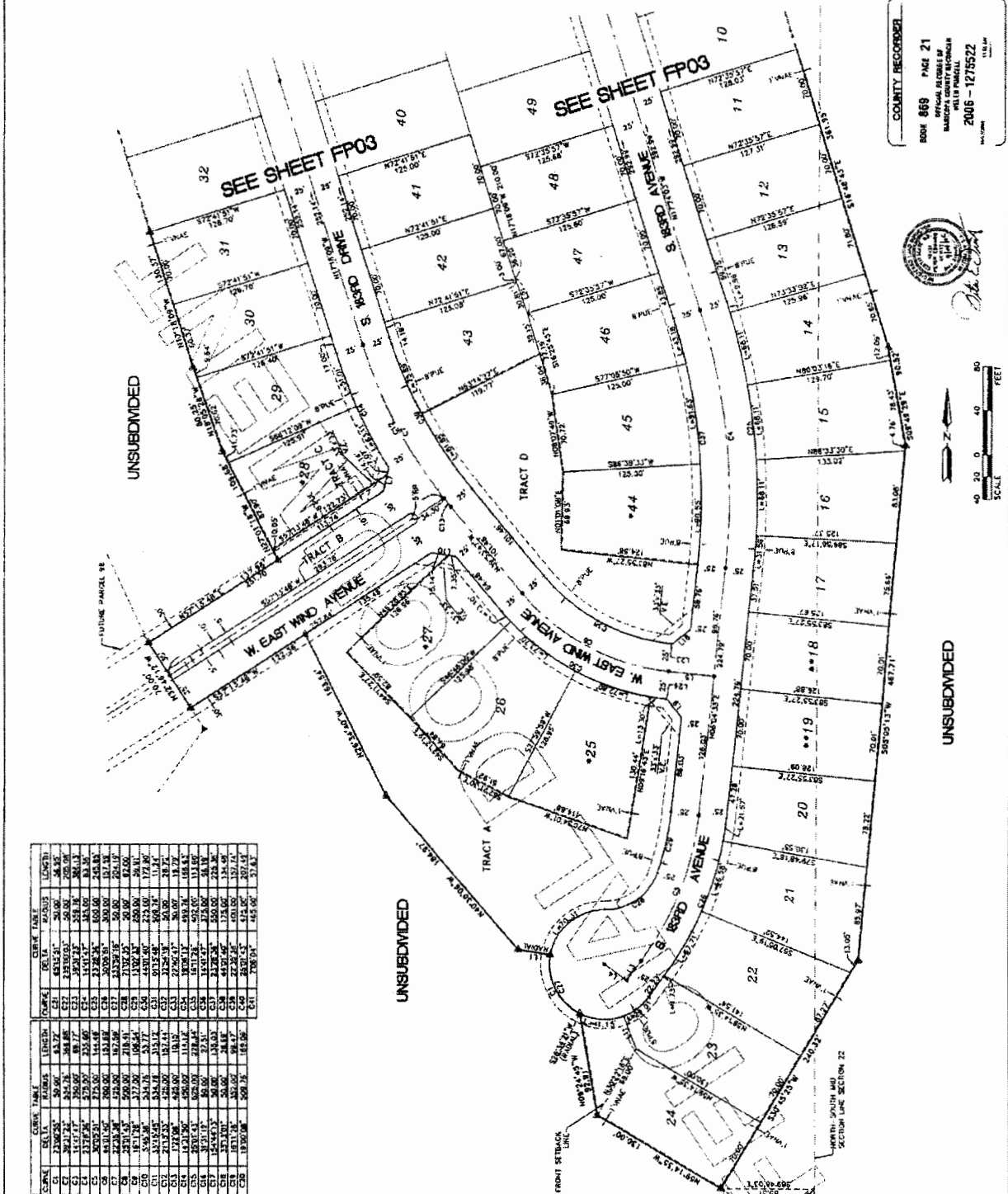
**APPROVAL**  
 APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS THE 7th DAY OF September, 2008

**APPROVAL**  
 APPROVED BY THE ENGINEER OF THE CITY OF GOODYEAR, ARIZONA, THIS THE 7th DAY OF September, 2008









LINE	BEARING	DISTANCE	AREA	PERIMETER	PERCENT
L1	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L2	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L3	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L4	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L5	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L6	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L7	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L8	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L9	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L10	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L11	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L12	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L13	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L14	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L15	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L16	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L17	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L18	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L19	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L20	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L21	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L22	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L23	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L24	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L25	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L26	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L27	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L28	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L29	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L30	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L31	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L32	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L33	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L34	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L35	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L36	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L37	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L38	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L39	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L40	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L41	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L42	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L43	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L44	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L45	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L46	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L47	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L48	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L49	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00
L50	S 87° 24' 52.1"	28.82	1.0000	1.0000	100.00

ASSESSMENT 49

150635118

EXHIBIT "A"

Lots 1 through 75, ESTRELLA MOUNTAIN RANCH PARCEL 98, according to Book 869 of Maps, Page 20, records of Maricopa County, Arizona.

END OF EXHIBIT "A"





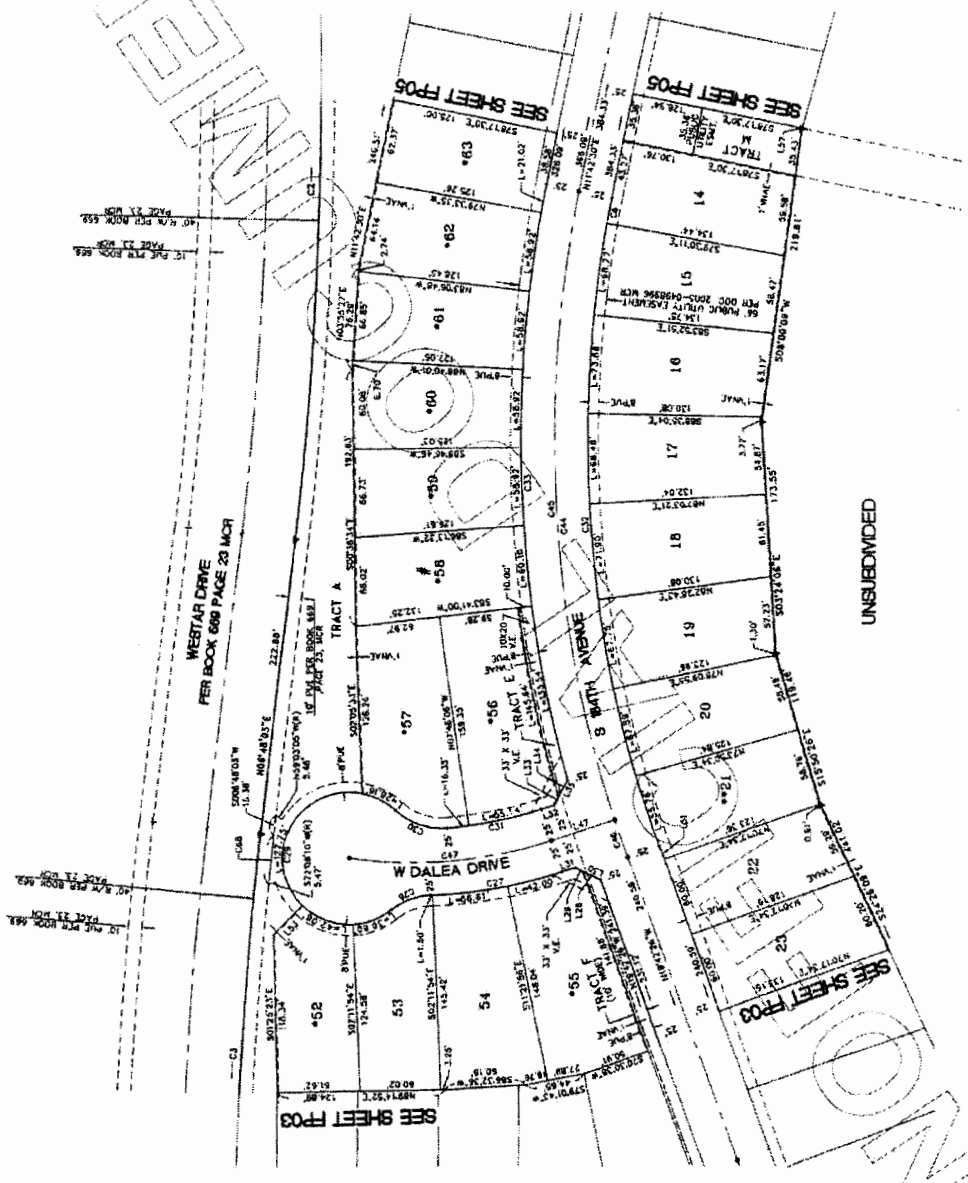
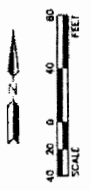


COUNTY RECORDER  
 BOOK 868 PAGE 20  
 OFFICIAL PUBLIC RECORD  
 MADE BY COUNTY RECORDER  
 WILLY PUMILLI  
 2008 - 1776518



CHORD	LENGTH	BEARING	DELTA	TANGENT
C1	100.00	S21.80°E	13.11°	5.5
C2	100.00	S21.80°E	13.11°	5.5
C3	100.00	S21.80°E	13.11°	5.5
C4	100.00	S21.80°E	13.11°	5.5
C5	100.00	S21.80°E	13.11°	5.5
C6	100.00	S21.80°E	13.11°	5.5
C7	100.00	S21.80°E	13.11°	5.5
C8	100.00	S21.80°E	13.11°	5.5
C9	100.00	S21.80°E	13.11°	5.5
C10	100.00	S21.80°E	13.11°	5.5
C11	100.00	S21.80°E	13.11°	5.5
C12	100.00	S21.80°E	13.11°	5.5
C13	100.00	S21.80°E	13.11°	5.5
C14	100.00	S21.80°E	13.11°	5.5
C15	100.00	S21.80°E	13.11°	5.5
C16	100.00	S21.80°E	13.11°	5.5
C17	100.00	S21.80°E	13.11°	5.5
C18	100.00	S21.80°E	13.11°	5.5
C19	100.00	S21.80°E	13.11°	5.5
C20	100.00	S21.80°E	13.11°	5.5

LINE	LENGTH	BEARING
L1	14.34	S43.36°E
L2	7.18	S43.36°E
L3	7.18	S43.36°E
L4	14.34	S43.36°E
L5	14.34	S43.36°E
L6	14.34	S43.36°E
L7	14.34	S43.36°E
L8	14.34	S43.36°E
L9	14.34	S43.36°E
L10	14.34	S43.36°E
L11	14.34	S43.36°E
L12	14.34	S43.36°E
L13	14.34	S43.36°E
L14	14.34	S43.36°E
L15	14.34	S43.36°E
L16	14.34	S43.36°E
L17	14.34	S43.36°E
L18	14.34	S43.36°E
L19	14.34	S43.36°E
L20	14.34	S43.36°E



UNSUBDIVIDED

WESTAR DRIVE  
 PER BOOK 606 PAGE 23 MCR

W DALEA DRIVE

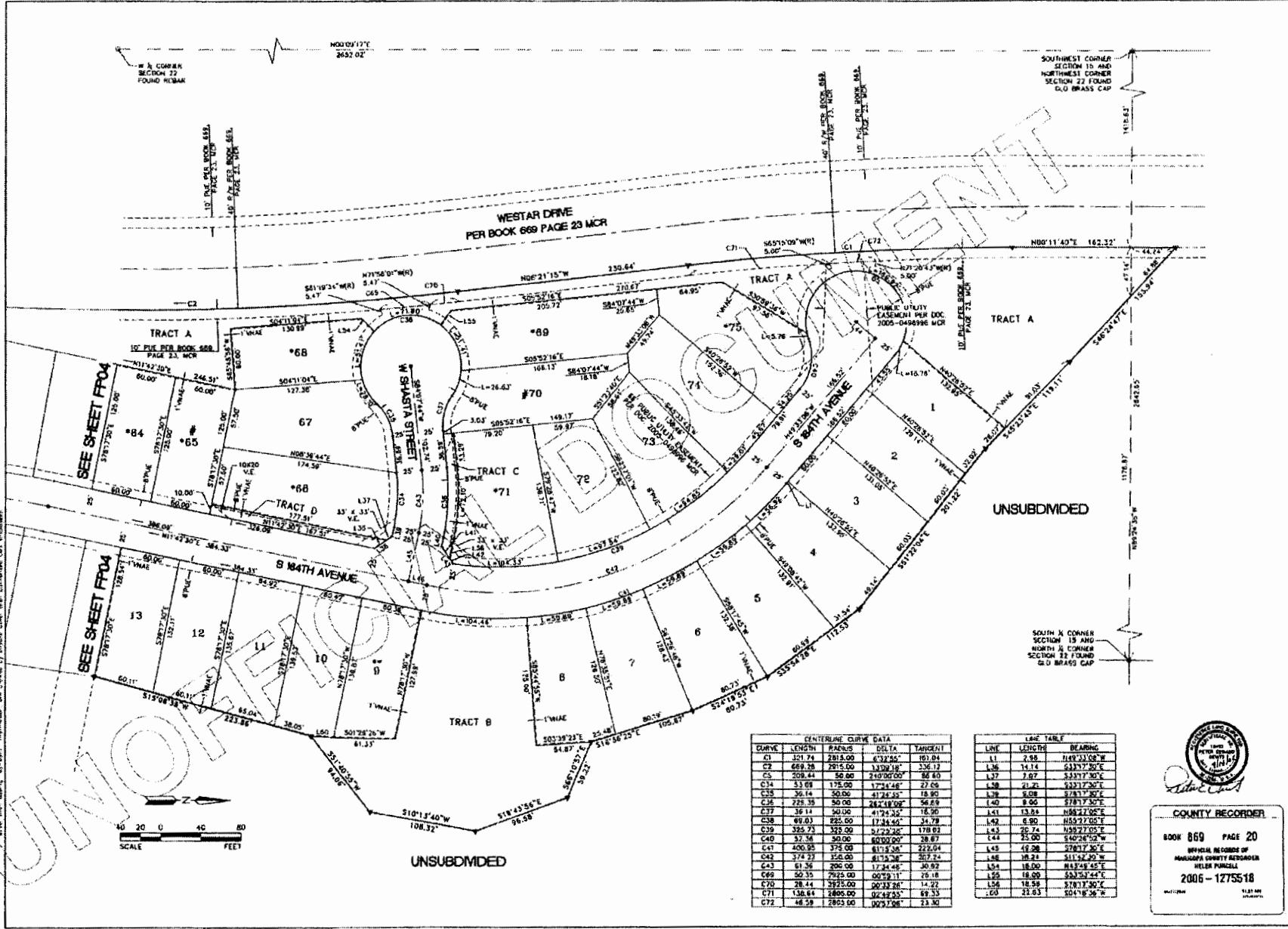
B SMITH AVENUE

SEE SHEET FP03

SEE SHEET FP04

SEE SHEET FP05

CMX ENGINEERS & ARCHITECTS, INC. IS THE SOLE PROPRIETOR OF THIS PLAN. ANY REVISIONS TO THIS PLAN MUST BE MADE BY CMX ENGINEERS & ARCHITECTS, INC. OR ITS AUTHORIZED REPRESENTATIVE. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CMX ENGINEERS & ARCHITECTS, INC.



CURVE	LENGTH	FRAC	DELTA	TANGENT
C1	101.74	2815.00	432.55	161.04
C2	669.28	2915.00	1439.18	336.12
C3	209.44	50.00	740.0000	86.60
C4	53.09	175.00	179.148	27.06
C5	36.14	50.00	417.455	18.90
C6	228.35	50.00	287.1859	56.69
C7	36.14	50.00	417.455	18.90
C8	65.03	225.00	177.245	24.79
C9	355.73	332.00	512.220	178.03
C10	37.56	50.00	610.020	28.87
C11	400.95	375.00	617.520	222.04
C12	374.27	325.00	617.220	227.24
C13	61.36	200.00	177.445	20.92
C14	50.35	7925.00	0079.11	26.18
C15	28.44	2925.00	0078.26	14.22
C16	136.64	2885.00	0242.25	89.33
C17	46.59	2855.00	0097.08	23.50

LINE	LENGTH	BEARING
L1	2.85	N49°33'08"W
L2	14.14	S33°17'30"E
L3	7.87	S33°17'30"E
L4	20.72	S33°17'30"E
L5	8.08	S78°17'30"E
L6	8.06	S78°17'30"E
L7	13.85	N88°21'02"E
L8	6.80	N53°21'02"E
L9	26.74	S89°27'05"E
L10	23.00	S40°26'52"W
L11	19.28	S78°17'30"E
L12	18.24	S113°24'40"W
L13	18.00	N15°48'45"E
L14	18.00	S53°53'44"E
L15	18.59	S78°17'30"E
L16	22.63	S01°18'26"W



COUNTY RECORDER

BOOK 869 PAGE 20

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER  
HILDE PAROLA  
2006-1275518

7740 N. 18TH ST. STE. 100  
PHOENIX, AZ 85008  
PHONE: (602) 771-7900  
FAX: (602) 771-7901  
WWW.CMX.COM

**CMX**  
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS • SURVEYORS • CONSTRUCTION MANAGERS

**ESTRELLA MOUNTAIN RANCH**  
PARCEL BE  
GOODYEAR, ARIZONA

FINAL PLAN

DWG. NO. CMX PROJ. 0600-13 DATE: SEPT. 2006 SCALE: 1"=40'  
DESIGNED: CMX DRAWN: SGM APPROVED: PED  
REVIEW: [Signature]

FP06  
SHEET 5 OF 5

## EXHIBIT "A"

That portion of the South half of Section 22 and the North half of Section 27, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Beginning at the Southwest corner of said Section 22 as depicted on final plat for ESTRELLA MOUNTAIN RANCH PARCEL 100A, recorded in Book 725 of Maps, page 9, of official records of said Maricopa County;

Thence along the West line of said Section 22 North 00 degrees 14 minutes 33 East, 1272.57 feet (record North 00 degrees 14 minutes 20 seconds East per said final plat) to an angle point in the boundary of Parcel No. 10 (proposed Parcel "G") as described in that Special Warranty Deed to NNP III-ESTRELLA MOUNTAIN RANCH, LLC, recorded on May 16, 2005 in Document No. 2005-0643150 of official records of said Maricopa County;

Thence leaving said West line of Section 22 along the Northerly boundary of said Parcel 10 as follows:

North 90 degrees 00 minutes 00 seconds East, 395.19 feet;

Thence South 87 degrees 44 minutes 48 seconds East, 923.08 feet;

Thence South 60 degrees 36 minutes 20 seconds East, 354.78 feet to a point on the Southerly Boundary of ESTRELLA MOUNTAIN RANCH PARCEL 100B according to final plat recorded in Book 725 of Maps, page 1, of official records of said Maricopa County, Arizona;

Thence leaving said Northerly boundary of Parcel No. 10 along said Southerly boundary of Parcel 100B as follows:

South 47 degrees 36 minutes 19 seconds East, 199.69 feet;

Thence South 86 degrees 39 minutes 55 seconds East, 50.00 feet;

Thence North 89 degrees 38 minutes 18 seconds East, 350.59 feet;

Thence North 90 degrees 00 minutes 00 seconds East, 195.80 feet;

Thence North 42 degrees 44 minutes 40 seconds East, 100.49 feet to a point on said Northerly boundary of Parcel No. 10;

Thence leaving said Southerly boundary of Parcel 100B along said Northerly boundary of Parcel No. 10 as follows:

North 79 degrees 56 minutes 21 seconds East, 121.06 feet;

Thence leaving said Northerly boundary North 40 degrees 31 minutes 14 seconds East, 140.03 feet;



Thence North 10 degrees 23 minutes 59 seconds West, 122.91 feet;

Thence North 24 degrees 27 minutes 07 seconds East, 88.34 feet;

Thence North 30 degrees 13 minutes 55 seconds West, 22.00 feet;

Thence North 20 degrees 12 minutes 05 seconds East, 33.10 feet to a point on the Southerly sideline of W. Westar Drive according to the MAP of DEDICATION for ESTRELLA MOUNTAIN RANCH WESTAR DRIVE PHASE 2, recorded in Book 669 of Maps, page 23 of Official Records of Maricopa County, said point being on a non-tangent 830.00 foot radius curve concave Northerly, a radial line of said curve bears South 20 degrees 12 minutes 05 seconds West to said point;

Thence along said sideline Easterly along the arc of said curve through a central angle of 39 degrees 44 minutes 24 seconds, 575.68 feet;

Thence leaving said Southerly sideline, South 37 degrees 14 minutes 59 seconds West, 342.29 feet to a point on said Northerly boundary of Parcel No. 10;

Thence along said Northerly boundary as follows:

North 79 degrees 56 minutes 21 seconds East, 315.79 feet;

Thence North 73 degrees 15 minutes 52 seconds East, 343.75 feet to the Westerly sideline of that certain 50.00 foot right-of-way granted to the EI PASO NATURAL GAS COMPANY per Document No. 2001-0753945 of Official Records of Maricopa County;

Thence leaving said Northerly boundary of Parcel No. 10 along said Westerly sideline as follows:

South 30 degrees 46 minutes 05 seconds West, 1,461.58 feet;

Thence South 30 degrees 48 minutes 44 seconds West, 1,902.06 feet;

Thence leaving said Westerly sideline North 29 degrees 31 minutes 22 seconds West, 281.08 feet;

Thence North 71 degrees 42 minutes 21 seconds West, 1,908.62 feet to a point on the West line of said North half of Section 27;

Thence along said West line, North 00 degrees 28 minutes 33 seconds East, 787.78 feet to the POINT OF BEGINNING.

END OF EXHIBIT "A"

**NOTICE OF PUBLIC HEARING**

**TO THE GENERAL PUBLIC AND THE MEMBERS OF THE BOARD OF DIRECTORS OF ESTRELLA MOUNTAIN RANCH COMMUNITY FACILITIES DISTRICT (CITY OF GOODYEAR, ARIZONA):**

**NOTICE IS HEREBY GIVEN** that the Board of Directors of Estrella Mountain Ranch Community Facilities District (City of Goodyear, Arizona) (the "*District*") will meet on October 15, 2007, commencing promptly at 5:00 p.m., at the Justice Facility, 986 North Litchfield Road, Goodyear, AZ 85338. The Board of Directors will conduct a public hearing on, and consider and review a feasibility report relative to a proposed public infrastructure project to be financed by the issuance of the District's General Obligation Bonds, Series 2007. The feasibility report proposes to issue not to exceed \$12,760,000 aggregate principal amount of general obligation bonds. A copy of the feasibility report may be reviewed at the office of the District Clerk, 190 North Litchfield Road, Goodyear, AZ 85338.

Publish once no later than October 4, 2007.

AGENDA ITEM # 7.A.1 + A.2  
DATE: October 15, 2007  
COAC NUMBER:  
EMRCFD 07-194

**CITY OF GOODYEAR  
CFD ACTION FORM**

<b>SUBJECT: Estrella Mountain Ranch Community Facilities District Board consider EMRCFD RES 07-062 approving the feasibility report, declaring intent and approving assessment and EMRCFD RES 07-063 ordering work performed</b>	<b>STAFF PRESENTER:</b> Sheila K. Mills, CFD Administrator <b>COMPANY</b> <b>CONTACT:</b> Scott Ruby, Esq. - Gust Rosenfeld PLC
--	---

**RECOMMENDATION:**

District Board adopt Resolution EMRCFD RES 07-062 approving the feasibility report and declaring its intention to acquire and/or construct certain infrastructure improvements; forming Golf Village Assessment District No. 2; determining that special assessment revenue bonds will be issued to finance the costs and expenses thereof and declaring the improvements to be of more than local or ordinary public benefit and that the costs of said improvements will be assessed upon the assessment district; providing that the proposed improvements will be performed and district assessment revenue bonds issued under the provisions of Title 48, Chapter 4, Article 6, Arizona Revised Statutes, and all amendments thereto; approving the levying of an assessment and assessment diagram; rescinding Resolution EMRCFD RES 07-060.

District Board adopt Resolution EMRCFD RES 07-063 ordering the acquisition and/or construction of the public infrastructure project described in resolution EMRCFD RES 07-062 and rescinding Resolution EMRCFD RES 07-061.

**EXECUTIVE SUMMARY:**

It was not known at the June 25, 2007 District Board meeting that all waivers had not signed for the Waiver and Development Agreement. Previously, the two resolutions were approved but will be rescinded with the approval of the two new resolutions being considered for adoption. There are no changes to the feasibility report presented at the public hearing and approved by Council on June 25, 2007. The requested assessment per lot is not to exceed \$15,243.90 for this fourth assessment district. Prior per lot assessment amounts in the City's Community Facility Districts have not exceeded \$9,564.13.

**COMMUNITY BENEFIT:**

The proposed special assessment revenue bond Series 2007 (Golf Village Assessment District No. 2) issuance not to exceed \$7,500,000 will benefit the Golf Village community of the Estrella Mountain Ranch development, located within the District, by

reimbursing the Developer for the construction of Westar Drive Phases II and III and accelerating the construction of Westar Drive Phase IV and will assist in the growth of the City's property tax base associated with the construction of the single-family homes supported by this major public infrastructure.

**DISCUSSION:**

The Estrella Mountain Ranch Community Facilities District is generally located between Jackrabbit Trail, Baseline Road, Estrella Parkway, and Pecos Road.

The formation of the Golf Village Assessment District No. 2 will be the fourth assessment district within the Estrella Mountain Ranch Community Facilities District. Also, this represents a request for the fourth special assessment bond issuance for the Estrella Mountain Ranch Community Facilities District. The first special assessment bond issuance was the Estrella Mountain Ranch Community Facilities District Special Assessment Lien Bonds Series 2001A in the amount of \$8,088,000 (resulting in assessments ranging from \$5,977 to \$6,788 per lot), which financed the acquisition of Westar and Golf Club Drive, a sewer force main, a sewer lift station, and the Estrella Parkway extension. The second special assessment bond issuance was the Estrella Mountain Ranch Community Facilities Special Assessment Revenue Bonds (Desert Village Assessment District) Series 2002 in the amount of \$4,950,000 (resulting in assessments ranging from \$5,035 to \$8,683 per lot), which financed the acquisition of San Gabriel Road Phases I and II, and enhanced landscaping along San Gabriel Road. The third assessment bond issuance was the Estrella Mountain Ranch Community Facilities District Special Assessment Revenue Bonds (Montecito Assessment District) Series 2007 in the amount of \$7,680,000 (resulting in assessments ranging from \$5,087.73 to \$9,564.13 per lot), which will finance the acquisition of segments of the Calistoga Drive Phase I project.

The feasibility report hearing is required by law and notice of the hearing was published once in the newspaper no later than June 14, 2007, prior to the hearing held on June 25, 2007, allowing the public to comment if desired. Upon completion of the hearing, the District Board was asked to consider adoption of Resolution EMRCFD RES 07-060 approving the feasibility report for the issuance of special assessment revenue bonds not to exceed \$7,500,000 and other matters for this assessment district. In addition, the District Board was asked to consider adoption of Resolution EMRCFD RES 07-061 ordering the acquisition and/or construction of the public infrastructure project described in resolution EMRCFD RES 07-060. The District Board approved both resolutions. However, it was not known when presented to the District Board that all the necessary parties to the Waiver Agreement had not signed. A fully signed waiver is a prerequisite to the adoption of in resolutions EMRCFD RES 07-060 and EMRCFD RES 07-061. The District Attorney has now received the final signatures on the waivers and the two repeat actions, resolutions EMRCFD RES 07-062 and EMRCFD RES 07-063, may now be considered for approval by the District Board.

**FISCAL IMPACT:**

Property owners within the Golf Village Assessment District No. 2 will pay the annual debt service for the special assessment revenue bonds proposed to be issued that will fund the improvements. It is our intention to have the semiannual debt service payments collect by the Maricopa County Treasurer by adding the annual amount due from each

property owner on their regular property tax bill. All lots within Golf Village Assessment District No. 2 are requested to be assessed in an amount not to exceed \$15,243.90.

The District will utilize bond proceeds, to the extent available, to acquire completed segments of the following projects which are described in detail in the feasibility report:

- Westar Drive Phase II
- Westar Drive Phase III
- Westar Drive Phase IV

Westar Drive Phases II and III are completed and Phase IV is under construction. The costs of these projects shall include engineering, design, survey, construction permits, roadway improvements, wet utilities, and landscaping. The total estimated cost for these projects is not being requested for reimbursement to the Developer. The total estimated cost is \$11,857,333 and the feasibility report has a not to exceed \$7,500,000 as requested reimbursement.

#### **Attachments**

EMRCFD RES 07-062

EMRCFD RES 07-063

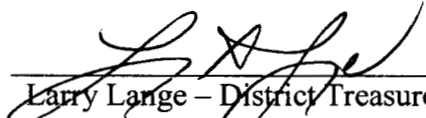
AGR - EMR CFD Golf Village Assmt 07 - Waiver and Development Agreement (5)-09.25.07.doc


AGR - EMR Golf Village Assmt 07 - Assessment collection agreement (2)-09.25.07.doc

EMRCFD GVSAD No 2-09.25.07.doc

EMRCFD GVSAD No 2-Asmt Diagram 05.30.07.pdf

**REVIEWED BY:**

  
Larry Lange – District Treasurer

  
Verbal Approval  
Scott Ruby – District Attorney

  
Brian Dalke – Interim District Manager

<i>This section must be completed</i>	
<b>CFD Action Follow-Up</b>	<b>COAC # EMRCFD 07-194</b>
Staff Name: <u>Sheila K. Mills</u>	CFD Meeting Date: <u>10/15/2007</u>
	Mtg. Type: Reg <input type="checkbox"/> WS <input type="checkbox"/> Sp <input checked="" type="checkbox"/>
	Consent <input type="checkbox"/> Business <input checked="" type="checkbox"/>
Subject: CFD Board adopt Resolution EMRCFD RES 07-062 approving the feasibility report and taking other actions, and approve Resolution EMRCFD RES 07-063 ordering the work to be performed.	
Does item require publication: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date to Publish: _____
Does item need to be recorded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Who will record? Clerk _____ Dept _____
Does item need correspondence? <input type="checkbox"/> Yes <input type="checkbox"/> No	Gust Rosenfeld's office will record after the meeting and the documents are signed.
If so, who will provide? _____	Clerk _____ Dept _____
Does item change City Code? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Does item affect Rate Fees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	